

MANATEE COUNTY NATURAL RESOURCES DEPARTMENT GOPHER TORTOISE RECIPIENT FEE POLICY

The following is a descriptive policy regarding Gopher Tortoise Recipient Fees for Gopher Tortoise Recipient Sites permitted within Manatee County Natural Resources Department managed lands.

1. All revenues (i.e., fees collected) received by and through the Manatee County Gopher Tortoise Recipient Site Program for gopher tortoise relocations shall be placed into an account dedicated for the staffing, management, maintenance, and monitoring mandated by the Florida Fish and Wildlife Conservation Commission ("State") Gopher Tortoise Recipient Site Permit (GTLR-23-00009) (Application No. 96483).
2. The Natural Resources Department will implement the State-approved, Gopher Tortoise Recipient Site Habitat Management Plan to the extent the designated account allows. Staffing shall include an Authorized Gopher Tortoise Agent ("GTA") retained by Manatee County and Resource Management personnel and/or contracted personnel to perform various management activities in perpetuity (temporary enclosure fencing, mowing, prescribed burning, tortoise marking, monitoring, etc.).
3. Each Manatee County gopher tortoise recipient site shall be managed and monitored in accordance with the aforementioned permit and consistent with the most current FWC Gopher Tortoise Permitting Guidelines <https://myfwc.com/license/wildlife/gopher-tortoise/permits/permitting-guidelines/guidelines-revisions/>.
4. Unless directed otherwise by FWC, Manatee County's gopher tortoise recipient sites shall only accept gopher tortoises being relocated from development projects (i.e., donor site) occurring within the approved geographic region defined as one hundred miles north or south and from west coast to east coast of the permitted gopher tortoise recipient site to which the gopher tortoise(s) will be relocated.
5. Gopher tortoises shall be accepted at Manatee County's permitted gopher tortoise recipient sites from both public agency development projects and private entity development projects within the approved geographic region defined above. However, a minimum of 25% of the total number of tortoises accepted at any individual recipient site shall be reserved for Manatee County infrastructure projects (e.g., public works, utilities, facilities, etc.), 25% of the total number of tortoises accepted shall be reserved for other public entities (e.g., Florida Department of Transportation, Manatee County School Board, etc.), and the remaining 50% of the total number of tortoises accepted shall be reserved for private entities.
6. A designated Manatee County Natural Resources representative shall maintain a ledger tallying gopher tortoise vacancies at each permitted recipient site. The ledger shall be audited annually by an authorized GTA.
7. Upon a gopher tortoise relocation inquiry from a potential donor site, the Manatee County Natural Resources representative shall review the recipient site ledgers for available carrying capacity. If a recipient site is available to accommodate the estimated number of gopher tortoises anticipated from the donor site, the Manatee County representative shall send a Reservation Letter to the donor site, including a Reservation Agreement and Deposit Form.
8. The Gopher Tortoise Recipient Fee shall be calculated based on the market rate at the time of the Reservation Letter generation, as follows:

Donor Site	Cost per Tortoise
Manatee County Infrastructure Projects	Market Rate -20%
Donor Site (Private Entities)	Market Rate
Donor Site (Public Entities)	Market Rate -10%

9. Market rate shall be assessed on a quarterly basis by averaging the fees for a minimum of three long-term recipient sites within the Southwest Region.

10. The Gopher Tortoise Recipient Fee covers costs to staff Manatee County Authorized GTA(s), management of the gopher tortoise reservation system, installation and maintenance of temporary enclosure fencing for relocated gopher tortoises, marking, tracking, and monitoring of relocated gopher tortoise(s), and long-term management and maintenance activities associated with the Duette Preserve Long-term Gopher Tortoise Recipient Site(s).

11. A nonrefundable administrative fee equal to 5% of the calculated Gopher Tortoise Recipient Fee is required upon return of the executed Reservation Agreement. This fee covers the administrative costs and equipment costs associated with the management of the recipient sites. Upon receipt of the administration fee, Manatee County Natural Resources Department will provide the necessary reservation letter which will allow the applicant to utilize the reserved capacity on the donor site permit application with FWC.

12. Tortoises with a carapace less than 130 mm will not be charged the full Gopher Tortoise Recipient Fee. Instead, the administration fee will be used for authorized agent administration and receiving activities.

13. The donor site (i.e., GTA or FWC approved designee) shall be responsible for transport of all donor site gopher tortoises to the Manatee County recipient site's designated transfer location to be provided to the permittee upon issuance of the donor site relocation permit.

14. Once received at the recipient site, relocated gopher tortoises shall be weighed, measured, assessed for health, and marked by a Manatee County Authorized GTA using a unique identifying number (ID). The unique ID will be used to inventory gopher tortoises in the credit ledger and will be provided to the FWC for permit compliance tracking.

15. The Manatee County Authorized GTA reserves the right to deny receipt of any unhealthy tortoises delivered to the recipient site.

16. After a relocation is complete, the donor site is responsible for paying the Gopher Tortoise Recipient Fee balance in accordance with the Reservation Agreement.

17. Payment to the County will be made by the Donor in compliance with Chapter 218, Florida Statutes, also known as the "Local Government Prompt Payment Act" upon receipt of an invoice from the County.

18. Failure to promptly pay invoices may result in the application of late fees, cancellation of the Reservation Agreement, and/or denial of future Reservations.