

## ST. JOHNS IMPROVEMENT DISTRICT

### ALLIGATOR MANAGEMENT AGREEMENT

This management agreement made as of the 9<sup>th</sup> of November, 2020, by and between St. Johns Improvement District (SJID), having an office and physical location for the transaction of business at 905 122<sup>nd</sup> Avenue SW, Vero Beach, FL. 32968, hereinafter referred to as "District", and [REDACTED], hereinafter referred to as "contractor".

This alligator management agreement is made subject to the following terms and conditions:

1. The alligator management services referenced in this agreement will only apply to lands/water bodies under the supervision and management of the District and will be for the purpose of harvesting alligators and alligator eggs in accordance with all applicable rules and regulations of the Florida Game and Fresh Water Fish Commission, State of Florida.
2. Due to the start of this contract on January 1st, the length of the term of this agreement is for a period of three (3) years, more specifically from the period January 1<sup>st</sup>, 2021, through December 31<sup>st</sup>, 2023. The awarding of this agreement for alligator management services is subject to the contractor obtaining and maintaining all applicable State of Florida Alligator management program permits / licensing and insurances. Copies of all applicable permits; licensing and insurance coverages will be furnished to the District prior to the commencement of management activities, and this agreement and Contractor's rights hereunder are expressly conditioned and contingent upon the District's approval of insurance coverage, limits and companies.
3. All expenses associated with any applicable survey and biological activities shall be borne by the contractor and shall be the sole responsibility of the contractor to maintain said surveys and activities in complete accordance with all applicable rules and regulations.
4. The annual fee directly related to the harvesting of alligators in regard to this contract will be based on an annual "flat fee" basis. The flat fee basis for the duration of this contract period will be [REDACTED] dollars (\$ [REDACTED].00) per year. The payment schedule for this contract will be as noted; **(All payments will be in the form of a bank check or money order payable to the St. Johns Improvement District)**

Year 1 (2021) - 50% or \$ [REDACTED] will be required to be paid at the time of contract acceptance by the contractor.

-25% or \$ [REDACTED] will be required to be paid by June 30, 2021.

-25% or \$ [REDACTED] will be required to be paid by October 1, 2021.

Year 2 (2022) -25% or \$ [REDACTED] will be required to be paid at the beginning of each calendar year quarter (January 1; April 1; July 1; & October 1, 2022)

Year 3 (2023) - 25% or \$ [REDACTED] will be required to be paid at the beginning of each calendar year quarter (January 1; April 1; July 1; & October 1, 2023)

The fee directly related to the harvesting of alligator eggs in regard to this contract will be based on the number of viable eggs harvested including any escalator as provided at the time of harvesting. The fee for alligator eggs is due within thirty (30) days of egg harvest.

No activity relative to the conditions of this contract will be conducted following the aforementioned payment deadlines, until such time as the payment is made in full and all applicable paperwork as required in regard to this contract and / or required as part of the State of Florida' regulations, is completed and submitted to the District.

The contractor is not considered an employee of the District and as such, is not entitled to any District related benefits or insurance coverages.

5. a. The specific number of alligators permitted to be harvested from District property will be determined by the District. The District shall allow to be taken from the District property on an annual basis by the contractor, either the number as determined by the State of Florida in conjunction with a current and certified biological survey, or one hundred fifteen (115) alligators total, whichever amount is less. In addition to the allocated number of harvested alligators, the District may require additional alligators be harvested which may pose concerns to the District.
  - b. Egg harvesting shall be conducted as per the results of the Florida Game & Fish Survey.
  - c. An annual census of alligators harvested shall be submitted no later than January 31<sup>st</sup> in the year following the year of harvest.
6. The Contractor will provide timely and detailed documentation relative to the annual harvests in accordance with applicable State of Florida Alligator Management reporting forms. In addition to the required State reporting requirements, the contractor will also be required to submit quarterly reports to the District.
  7. The Contractor shall use District property only for the purposes of the alligator management program. No part of the management contract may be assigned or leased to another party.
  8. In conjunction with the conditions of this contract, the Contractor will be expected to assist in monitoring District properties and report such actions to the proper authorities and may be required to provide sworn testimony and courtroom testimony.

9. Contractor may not cut or remove the existing trees, fencing or other facilities upon the District lands.
10. The contractor accepts the District land in the condition in which it exists as of the date hereof, and agrees that said land is acceptable and safe for the purposes of this alligator management agreement. The contractor shall not locate homes, dwellings, trailers on District properties or allow contractor representative to do the same.
11. All Contractor principals; and employees shall be recorded and submitted to the District as a master list prior to the entry upon District properties. Changes to this master listing shall be furnished to the District in a timely fashion, but not less than once a year. The Master list must include a copy of the driver's license or state issued identification card as provided by the State of Florida for each person listed. As applicable, all licensing and insurance requirements shall be submitted for all parties involved in the alligator management activities. There shall be no trophy hunts allowed on District property.
12. The Contractor agrees to hold the District harmless and release and indemnify the District from and against all claims for damage to property or injury to persons to include death, as well as all costs and attorney fees, whether caused by the negligence of the Contractor, their agents, representative, employees, subcontractors, guests, invitees arising from the performance of the Contractor or otherwise.
13. The Contractor agrees to procure and maintain throughout the contract period insurance applicable to the types of activities engaged upon the District property and the methods whereby these activities are performed. The minimum amount of liability insurance shall be one million dollars (\$1,000,000.00) and shall be obtained from a solvent insurance company in good standing. The District shall be named as additional insured. Contractor shall maintain in the District offices a valid Certificate of Liability Insurance, including liability, automotive, and worker's compensation.
14. The District has the right to inspect and inquire as to Contractor's activities on the District's property at all times.
15. The Contractor will be provided unlimited access to District properties for the purpose of this alligator management agreement.
16. Through the provisions of this agreement, the District grants to the Contractor for the determined annual sum, the exclusive rights to harvest alligators and alligator eggs for the agreement period (January 1<sup>st</sup>, 2021 to December 31<sup>st</sup>, 2023).
17. This agreement may be canceled by the District at any time, in its sole and absolute discretion, upon thirty (30) days prior notice to Contractor and without cause. This agreement may be terminated for cause or for the Contractor's breach of any terms thereof without any notice to Contractor. Such cancellation shall be furnished via

certified mail thirty (30) days prior to the cancellation date. The contractor may cancel this agreement with justifiable cause and thirty (30) day notice. Any and all costs associated with any collection of contractor fees identified with this contract will be the responsibility of the contractor.

**Note: If the contract is cancelled before the end of the calendar year by either party, the contractor shall provide to the District within thirty (30) days of that cancellation, signed documentation as to the number of alligators harvested. Each harvested alligator from District lands in conjunction with this contract is prorated for \$\_\_\_\_\_. That amount shall be paid to the District. *Be it further noted, should the contract be terminated by the District “without cause”, the contractor will be reimbursed for the difference between the amount paid and the harvested alligators prorated amount if it is less than the amount paid to the District.***

18. Buyer releases and waives all rights against District and its Board of Supervisors and affiliates and their respective officers, directors, agents, and employees (hereinafter “District Entities”) and releases the District Entities from any and all claims for losses by Buyer for damages, costs (including reasonable attorney’s fees and other defense costs) or liabilities arising out of or in connection with this Contract (including breach thereof) or in connection with the Removal Activities, or the Goods sold hereunder, whether claims for same are based on contract, warranty, tort, negligence, strict liability, property damage, personal injury (including death), whether or not such liabilities are caused in whole or in part from the negligence of District Entities. Further, Buyer shall ensure that each of its Contractors (and for themselves and their personnel) execute a waiver and release in the form of Exhibit 3 (a “Waiver”) hereof prior to commencement of any Removal Activities.

19. Buyer represents, warrants and covenants that the Harvesting Activities shall be performed in a manner that meets professional standards utilized by professionals regularly engaged in alligator and alligator egg harvesting projects involving the removal similar to alligators or alligator eggs in the United States. Without limiting the generality of the foregoing, Contractor warrants and represents that it shall ensure that: (i) Contractor and its Subcontractors shall comply with, and shall cause the Harvesting Activities and all components thereof to comply with, prudent alligator and alligator egg removal, harvesting and handling practices and this Contract; (ii) the Harvesting Activities are performed using the generally accepted standard of care, skill and diligence as would be provided by a prudent person or firm similarly engaged; and (iii) the Harvesting Activities shall be performed with Contractor and any Subcontractor’s best skill and judgment, in a safe, expeditious, good and workmanlike manner in accordance with the preceding clauses (i) and (ii). Except as otherwise expressly provided in this Contract, the standard of performance set forth in this Section shall apply to all aspects of the Harvesting Activities, and this Section shall be deemed to be incorporated by reference into each provision of this Contract describing the Harvesting Activities, Buyer’s obligations hereunder, or referring to the

“requirements of this Contract” or words of similar effect. In no event will references in any provision of this Contract to one or more of the standards, guidelines, practices, regulations, laws, or permits contained in this Section be interpreted to limit the applicability of all such standards, guidelines, practices, regulations, laws, and permits to such provision.

20. Buyer releases and waives all rights against SJID from and against any and all claims, losses, damages, costs (including reasonable attorney’s fees and other defense costs) or liabilities arising out of or in connection with or arising from environmental conditions (including the handling, processing use or disposal of or any part of the Harvesting Activities or Goods sold, injury or damage to, or adverse effects on the environment or natural resources resulting in any violation or alleged violation of applicable statutes, ordinances, orders, rules or regulations of any state, federal or local entity or agency).
21. If any portion or provision of this Contract shall be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Contract.
22. (Non-Waiver) SJID’s failure to insist in any one or more instances upon strict performance of any provision of this Contract, or to take advantage of any rights hereunder, shall not be construed as a waiver by SJID of any such provision or the relinquishment of any of its rights and remedies.
23. (Governing Law and Venue) This Contract shall be governed in all respects by the laws of the State of Florida, without giving effect to its conflict of laws provisions. Any disputes resulting in litigation between the parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in Indian River County, Florida.
24. Contractor shall perform all its obligations under this Contract in accordance with all applicable codes, laws, rules, regulations, orders, ordinances and standards of federal, state, regional, local and municipal governmental agencies, and all standards, rules, regulations and orders issued by such agencies.
25. Contractor acknowledges and agrees that it will not, and will cause any subsequent buyers of the Goods not to, directly or indirectly, re-export or re-sell any products purchased from Seller Entities in violation of any export control laws of the United States of America, including, without limitation, the Export Administration Regulations, the International Traffic in Arms Regulations or the rules of the Office of Foreign Assets Control, or the applicable export control laws of any other country. Without limiting the generality of the foregoing, Contractor will comply with any and all applicable federal, state or local licensing requirements with respect to all such products.

26. **(WAIVER OF JURY TRIAL)** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS WHETHER ORAL OR PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS CONTRACT.

27. (Entire Agreement) No purchase order or other document shall be given effect. This Contract, including all exhibits referenced herein, constitutes the final, complete, and entire agreement between the Parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any terms or conditions other than those set forth in this Contract shall not be binding on the Parties. No terms, conditions, agreements, representations, understandings, course of performance, course of dealing, or usage of trade purporting to modify, vary, supplement, explain, or amend any provisions of this Contract shall be effective unless in writing and signed by duly-authorized representatives of both Parties authorized to amend this Contract.

28. (Notice) All notices required hereunder shall be in writing and shall be sent by messenger, overnight express delivery service, registered or certified mail, postage pre-paid, to the addresses as follows:

SJID:           905 122nd Ave SW  
                  Vero Beach, FL 32968  
                  Attention: John Lang  
                  772-559-0722

Contractor:

Each Party shall have the right to change the address or name of the person to whom such notices are to be delivered by prior written notice to the other Party.

**By signatures noted below, the terms and conditions of this Alligator Management Contract are understood and agreed upon;**

**(For the Contractor;)**

\_\_\_\_\_

**Date** \_\_\_/\_\_\_/20\_\_\_

**(For the District)**

\_\_\_\_\_

**Date** \_\_\_/\_\_\_/20\_\_\_

**Walter Thomas Jerkins, Jr; Board Chairman; St. Johns Improvement District**

## Exhibit 1

### Form of Bill of Sale

Seller:  
St Johns Improvement District  
905 122nd Ave SW  
Vero Beach, FL 32968  
Phone – 772-569-5541

Buyer:

This Bill of Sale is pursuant to those certain ALLIGATOR or ALLIGATOR EGG REMOVAL CONTRACT (the “Contract”) effective as of January 21, 2021, by and between St Johns Improvement District, with an office at 905 122nd Ave SW. Vero Beach FL 32968 (“Seller”), and \_\_\_\_\_ (“Buyer”). All capitalized terms used in this Bill of Sale and not defined herein shall have the meaning as the capitalized term is defined in the Contract. Moreover, Buyer acknowledges that the Contract is binding on both Parties only when executed by duly authorized representatives of both Parties.

In consideration of the covenants and agreements set forth between the Parties under the Contract and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller does hereby transfer, assign, and deliver unto the Buyer, at a charge of \$ \_\_\_\_\_ to Buyer. all right, title and interest of the Buyer in, under and to the goods, (“Goods”) along with their respective quantities identified in **INSERT THE AMOUNT OF PRODUCTS SOLD HERE:** \_\_\_\_\_, which attached hereto and incorporated by this reference.

This Bill of Sale is effective when Buyer, by its signature, agrees that the terms and conditions of this Bill of Sale, and the Contract including and any exhibits attached thereto are expressly made part of this Bill of Sale.

Seller warrants that it has a good title to the Goods being sold, and that said Goods are free of all known liens or claims of any kind as of the Effective Date of the Contract. Each of Buyer and Seller acknowledge and agree that the Goods are being sold hereunder pursuant to the terms and conditions set forth in the Contract. EXCEPT FOR THE FIRST SENTENCE OF THIS PARAGRAPH, SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER, WRITTEN OR ORAL, EXPRESS OR IMPLIED BY LAW OR OTHERWISE. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OF CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST,



PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE GOODS, (B) THE SUITABILITY OF THE GOODS FOR ANY AND ALL ACTIVITIES AND USES, (C) THE COMPLIANCE OF OR BY THE GOODS OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE GOODS, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO OR INCONNECTION WITH THE GOODS, AND (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS.

[SIGNATURES ON FOLLOWING PAGE]

BY SIGNING BELOW, THE PARTIES REPRESENT THAT THEY HAVE READ THE TERMS AND CONDITIONS OF THIS BILL OF SALE AND EACH PARTY'S SIGNATURE INDICATES ITS UNDERSTANDING OF AND CONCURRENCE WITH THE TERMS AND CONDITIONS AS A CONDITION OF THIS BILL OF SALE. BOTH PARTIES REPRESENT AND COVENANT THAT THIS BILL OF SALE HAS BEEN EXECUTED BY DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

ST JOHNS IMPROVEMENT DISTRICT

BUYER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 2**  
**to the 2020 Alligator Management Contract, date \_\_\_\_\_.**

As a condition precedent to working on behalf of the **St Johns Improvement District**, each contractor/subcontractor is required to provide the following:

**Insurance Requirements:**

Certificate of Insurance naming **St Johns Improvement District** as an “Additional Insured” for “your work” with respect to any negligent act or omission caused in whole or in part by you or any one acting on your behalf. Insurance being underwritten by an insurance company with at least an “A-VII” rating as defined by A.M. Best. General Liability & Workers Compensation policies must contain “Waiver of Subrogation” naming **St Johns Improvement District** and be shown on the Certificate of Insurance. Insurance coverage is to be “Primary and Non-contributory” to any other insurance available to the certificate holder. General Liability & Excess Liability do not include a residential exclusion. The Certificate of Insurance must be submitted and approved by “Management” prior to commencement of any work performed. Certificate is to be faxed/mailed directly from the insurance company or insurance agent to “Management” Limits of Insurance shall be no less than:

General Liability:	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises	\$ 50,000
	Personal and Advertising Injury	\$ 1,000,000
	General Aggregate	\$ 2,000,000
	Products & Completed Operations	\$ 2,000,000
Auto Liability:	Combined Single Limit	\$ 1,000,000
Workers’ Comp:	Each Accident	\$ 500,000
Umbrella/Excess	Each Occurrence/Aggregate	\$ 1,000,000

**Indemnity Agreement:**

Contractor/subcontractor agree to defend, indemnify and hold harmless to the fullest extent permitted by law, **St Johns Improvement District**, its officers, agents, management, employees and affiliates from any claims, demands, liabilities and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted which claims are based in whole or in part upon any negligent act or omission on part of contractor/subcontractor, its subcontractor, agents, servants, or employees in providing Services hereunder.

Contractor/subcontractor warrants that Services rendered herein by Contractor/subcontractor or its subcontractor will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect, as applicable.

In addition, the Contractor/subcontractor will provide a copy of the valid Florida State of Business and Professional Regulation License; as well as, the valid Local County Business Tax Receipt. Moreover, request to see each valid County Personal Certificate of Competency for the respective trade of each employee working on site, as applicable.

I have reviewed and agreed to all the terms above outlined in Exhibit 2:

Company Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 (Print) (Print)

Date: \_\_\_\_\_ Date: \_\_\_\_\_