

**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
JACKSONVILLE UNIVERSITY  
FOR  
CONTINUING MANATEE PROTECTION STUDIES**

**THIS FOURTH AMENDMENT** (“Fourth Amendment”) to the Agreement is made and entered into in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (the “CITY”) and **JACKSONVILLE UNIVERSITY**, a Florida non-profit corporation with a business address at 2800 University Boulevard North, Jacksonville, Florida 32211 (the “CONSULTANT”).

**RECITALS**

**WHEREAS**, pursuant to the appropriation set forth in **Ordinance 2018-540-E**, the CITY and CONSULTANT entered into that Continuing Manatee Protection Studies Agreement, **City Contract No. 5687-30**, dated October 4, 2018 (the “Agreement”); and

**WHEREAS**, pursuant to Paragraph 3.2 of the Agreement, the term may be renewed, in the sole discretion of the CITY, for up to four (4) additional one (1) year periods, upon terms and conditions mutually acceptable to the parties; and

**WHEREAS**, pursuant to Paragraph 1.2 of the Agreement, services, functions, or responsibilities not specifically described in the Agreement that are necessary for the proper performance of the Agreement are deemed to be implied by and included within the Agreement’s Scope of Services; and

**WHEREAS**, the CITY, through **Ordinance 2019-645-E**, authorized the Mayor and the Corporation Secretary to execute a first amendment of the Agreement to: (1) renew the Agreement for an additional one (1) year of Services (\$90,000.00); and (2) conduct the Boater Speed Zone

Compliance Study, as described in Task 8 (the “Study”) (\$90,000.00), thus bringing the maximum indebtedness of the CITY on the Agreement which began in 2018 to **\$270,000.00**; and

**WHEREAS**, the CITY, through **Ordinance 2020-588-E**, authorized the Mayor and the Corporation Secretary to execute a second amendment of the Agreement to: (1) renew the Agreement for an additional one (1) year of Services (\$90,000.00); and (2) continue the Study, thus bringing the maximum indebtedness of the CITY on the Agreement which began in 2018 to **\$360,000.00**; and

**WHEREAS**, the initiation of the Study was delayed due to continued discussions with the Florida Fish and Wildlife Conservation Commission regarding the scope of work, and was further delayed due to COVID-19, thus the Study was initiated, but not completed in FY 2020/2021; and

**WHEREAS**, the CITY, through **Ordinance 2021-718-E**, authorized the Mayor and the Corporation Secretary to execute a third amendment of the Agreement to: (1) renew the Agreement for an additional one (1) year of Services (\$90,000.00); and (2) continue the Study, thus bringing the maximum indebtedness of the CITY on the Agreement which began in 2018 to **\$450,000.00**; and

**WHEREAS**, the CITY desires to amend the Agreement for the fourth time, in order to: (1) renew the Agreement pursuant to Paragraph 3.2 of the Agreement for Fiscal Year 2022/2023 to continue Services of the CONSULTANT and (2) increase the CITY’s maximum indebtedness to cover an additional year of services; and

**WHEREAS**, the CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of this Fourth Amendment; and

**WHEREAS**, this Fourth Amendment is necessary and appropriate to effectuate the tasks identified in the Ordinance and provided for in the Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

3. Section 1.1 of the Agreement is amended to reflect that **Exhibit “A”** has been revised for a fourth time, and shall now read as follows:

1.1 CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for continuing manatee protection studies, as described in and according to the provisions of: “PROPOSAL: Manatee Protection Project Continuation, City of Jacksonville, Duval County, Florida, October 1, 2022 – September 30, 2023,” attached hereto as **Fourth Revised Exhibit “A”** (the “Services”) and, by this reference, made a part hereof.

4. Pursuant to Section 3.2 of the Agreement, the Services are hereby extended an additional year to September 30, 2023, with no renewal options remaining.

5. Section 7.1.2 of the Agreement is amended to increase the maximum indebtedness under the Agreement; and, as amended, shall read as follows:

7.1.2 The maximum of indebtedness of the CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for Services for Fiscal Year 2018-2019; NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for Services for Fiscal Year 2019-2020; NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for the Boater Speed Zone Compliance Study for Fiscal Year 2019-2020, carried over to Fiscal Years 2020-2021 and 2021-2022; NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for Services for Fiscal Year 2020-2021; NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for Fiscal Year 2021-2022; and NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for Fiscal Year 2022-2023, for a combined CITY indebtedness

of not more than FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$540,000.00) for the term of this Agreement.

6. The **Third Revised Exhibit “A”** (Scope of Services) to the Agreement is deleted in its entirety and replaced with the attached **Fourth Revised Exhibit “A”** (Scope of Services); and all references in the Agreement to **Exhibit “A”** shall mean and refer to the **Fourth Revised Exhibit “A”**, as attached hereto to this Fourth Amendment and made a part hereof.

7. All actions of the parties from the Effective Date through the date of execution of this Fourth Amendment are hereby ratified and confirmed in all respects, to the extent such actions are consistent with the terms of the Agreement.

8. All other terms of the Agreement except those expressly amended in this Fourth Amendment shall remain unchanged and shall continue in full force and effect; and the Agreement, as amended herein, is hereby ratified and confirmed by the parties and is in full force and effect as of the date of this Fourth Amendment.

9. This Fourth Amendment may be executed electronically and in counterparts, the counterparts of which, when taken together, shall constitute but one entire and original Fourth Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment the day and year first written above.

ATTEST

CITY OF JACKSONVILLE,  
a consolidated municipal corporation and  
political subdivision existing under the laws  
of the State of Florida

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry  
Mayor

WITNESS

JACKSONVILLE UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Encumbrance and funding information for internal City use:

**Total Maximum Indebtedness: \$540,000.00**

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase orders that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

\_\_\_\_\_  
Director of Finance  
City Contract #5687-30, Amendment #4

Form Approved:

\_\_\_\_\_  
Office of General Counsel

**Fourth Revised Exhibit “A”**

**PROPOSAL**

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**Manatee Protection Project**

**Continuation**

**City of Jacksonville**

**Duval County, Florida**

**October 1, 2022 - September 30, 2023**

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Prepared by:

Gerard Pinto, Ph.D.

Jacksonville University  
Jacksonville, FL 32211

## **I. General Information.**

Request for Proposal from: City of Jacksonville, Florida Waterways Commission

Subject: Maintaining a Comprehensive Database for a Manatee Management Protection Plan and Manatee Awareness Program; Consultant to Waterways Commission on Water related matters

Location: Duval County, Florida

## **II. A. Background and General Information.**

This proposal is to continue the contract to maintain the comprehensive database for the Duval County Manatee Protection Plan that was approved by the State of Florida. This proposal is for the period of October 1, 2022, to September 30, 2023.

The City of Jacksonville has embarked on a focused vision to activate the St. Johns River with extensive effort to promote development and increase boating activity on the St. Johns River. The Florida Manatee (Trichechus manatus) is Florida's state marine mammal and is a significant concern to the people of Duval County, as well as the entire state. Throughout Florida, the manatee, which is protected under state and federal law, has suffered increasing mortality with the majority of the deaths repeatedly related to boating activities. Northeast Florida, including Duval County, has shown a general decline in manatee deaths over the past several years.

The St. Johns River provides habitat for the manatee along with supporting tremendous recreational and industrial use. Boat traffic in the river is very diverse. It includes port facilities for large industrial and commercial shippers, commercial fishing, sport fishing and recreational activity. More than 200 large commercial boats/ships per month enter and exit the mouth of the St. Johns River in Duval County with the number expected to increase over the next decade with the possible deepening of the port channel. These vessels represent a significant economic factor

for Duval County and the entire First Coast. In addition, there are almost 30,000 recreational boats registered in Duval County.

A wide range of manatee usage of the St. Johns River has been observed. Manatees are most often seen traveling or moving from one location to another. Manatees were also observed feeding, cavorting/mating, and resting. Distribution varies throughout the year with sightings of manatees during the late winter season being uncommon. Manatee abundance in Duval County waters increased during the spring and peaked during the late summer (Valade 1991, White 2002). Jacksonville University has conducted additional studies to build a significant database to be used to develop a Manatee Management Plan.

The large amount of boating activity on the St. Johns River and the number of manatees that has -been documented using the river make it critical that a comprehensive management plan for the waters of Duval County be enacted to protect both manatee and human activity. We have been accumulating information on the manatee usage of the St. Johns River in an effort to provide a complete database and foundation for a comprehensive management plan. Several areas of research are necessary to continue to document the habitat, manatee usage and human usage of the St. Johns River.

Jacksonville University has been gathering existing information concerning manatee behavior and natural history, including studies performed by various state, county, and city agencies, along with universities and consultants. Studies on boaters including industrial, commercial sport and commercial fishing and recreation have also been included in the database.

Although a diverse amount of information exists concerning the manatee, very little information exists on the effects of boating on the manatee population. This proposal will expand the Manatee Awareness Program and examine boating activity on manatee behavior.



## **II. B. Description of Project.**

This proposal outlines a “Scope of Services” for the continuation of the Manatee Protection Plan. The study/project is to continue to assemble and analyze an information database in order to update the management plan so that it continues to provide adequate protection for all concerned. In addition, public support of the plan can be enhanced through education and input from concerned citizens and industries.

In addition, this proposal includes environmental consulting services to the Waterways Commission on water-related issues concerning the St. Johns River, its tributaries and near-shore waters of the Atlantic Ocean. Any additional scope of services can be negotiated on a per-need cost basis.

## **III. Scope of Work.**

### **JU Manatee Contract Deliverables – 2022-2023**

#### **TASK 1: Support Jacksonville Waterways Commission – Monthly**

Provide monthly updates on manatee research, artificial reefs, and relevant water-related issues in Duval County. At the end of the year, provide summary of discussion topics.

#### **TASK 2: Continuation of Manatee Sighting – 3 times per year**

Conduct manatee sighting flights for the county by aerial surveillance to determine movement patterns and number of manatees. This information will be collected using surveys conducted approximately three times a year, with additional flights when possible.

#### **TASK 3: Waterways/ Manatee Signage**

Jacksonville University will continue to monitor and report signage issues that need to be maintained and/or corrected to FWC and maintain a database, including location, condition, and type, of all COJ manatee information signs and kiosks, which will include all commercial and multi-family marinas and docks.

#### **TASK 4: Community Education Efforts**

- A. JU will report summaries of educational efforts to the City quarterly.
- B. When requested, JU will work with the COJ, JSO, FWC, and FWS LE to develop up-to-date pamphlets to be distributed via boat facilities and/or mail outs. Pamphlets will

include boating safety and manatee protection zones. JU is not responsible for printing and mailing of pamphlets.

- C. Explore and develop new education and awareness programs when requested.
- D. Maintain JU website, [ju.edu/MARCO](http://ju.edu/MARCO).
- E. Track number of calls to JU Manatee Hot Line and related contacts via email and social media.
- F. Maintain and update, as necessary, PowerPoint presentation for educational programming.

**TASK 5: Port Education/Awareness Reporting – Report quarterly**

Upon reconstitution of the Jacksonville Marine Transportation Exchange (JMTX), or the establishment of a similar association of commercial and governmental organizations, as described in the Duval County Manatee Protection Plan, 4th edition, JU shall:

- A. Work with port entities to track level of shipping activity, determine which of the manatee efforts are working, and assist in making manatee programs effective.
- B. Educate commercial ship operators about manatee safe-docking procedures.
- C. Work to decrease incidents of large ships displacing or destroying waterway signage.
- D. Attend meetings as necessary.

**TASK 6: Law Enforcement Efforts – Report quarterly**

- A. Attend COJ Law Enforcement Task Force meetings.
- B. Through the Law Enforcement Task Force, work with JSO to provide information requested by USFWS.
- C. Track law enforcement efforts and direct JSO to target certain areas for the most efficient and effective use of resources.

At the end of the year, summarize law enforcement activities and make recommendations for better coordination and communication.

**TASK 7: Marine Facility Inventory**

Provide COJ with updated marine facility inventory database of all facilities with five more slips in Duval County, indicating any significant changes in 2021-2022. Database will include:

- A. List of all marinas – wet and dry storage, public and private, and multi-family.
- B. Number of slips and percentage of occupancy.
- C. List of all boat ramps and number of parking spaces and launch lanes.
- D. List of all commercial facilities and number of slips.
- E. Provide database to the City.

**TASK 8: 5-Yr MPP Review**

Work with FWC and USFWS to develop expectations and a timeline for the update.

**TASK 9: MPP Implementation Report – Provide report at end of the year**

Compile and write yearly implementation summary report due to FWC. Analyze and summarize all MPP data collected and compare protection and education efforts to past years. Report will include but is not limited to the following tasks:

- A. All manatee education presentations provided by COJ, JU, and JSO. Documented items will include:
  - 1. The number and types of presentations.
  - 2. Type of group: public or private.
  - 3. The intensity of use of various educational materials.
  - 4. Gauge of public reception.
  - 5. Any other information that will help evaluate manatee awareness program effectiveness.
- B. Manatee Mortality Data – Provide to COJ end of the year report/maps.
- C. Manatee Habitat Resource Map – Provide to COJ updated GIS map.
- D. Summarize JSO law enforcement efforts based on JSO reports and input.
- E. Make recommendations on all MPP implementation tasks.

#### **IV. Budgetary Schedule.**

Funding of this project is a fixed fee of \$90,000. Both JU benefits costs and flight costs have increase for the next year. The budget includes all specific objectives, all consultant’s fees, direct labor, benefits (30%), travel, materials, aerial survey, and overhead (10%). Any additional services will be negotiated on an as-needed basis.

#### **V. Insurance Requirements.**

Jacksonville University shall procure and maintain during the entire life of this agreement insurance of the types and in the minimum amounts as required by the City of Jacksonville.

#### **VI. Fee Submittal.**

Invoices will be submitted monthly and are payable upon receipt by the City of Jacksonville.

**JU MANATEE STUDY - INSURANCE REQUIREMENTS**

Without limiting its liability under the Agreement, Consultant shall at all times during the term of the Agreement procure prior to commencement of work and maintain at its sole expense during the life of the Agreement (and shall require its, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

<i><b>Schedule</b></i>	<i><b>Limits</b></i>	
<b>Workers Compensation</b>	Florida Statutory Coverage	
<b>Employer’s Liability</b>	\$100,000	Each Accident
(including appropriate Federal Acts)	\$100,000	Disease Policy Limit
	\$100,000	Each Employee/Disease

This insurance shall cover the Consultant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (*i.e.*, mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp/ Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Automobile Liability</b>	\$1,000,000	Combined Single Limit
(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Services)		

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (*i.e.*, mandatory endorsement).

**Professional Liability** \$1,000,000 Per Claim and Aggregate  
(Including Medical Malpractice when applicable)

Any entity performing or hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three-year reporting option beyond the annual expiration date of the policy.

**Watercraft Liability** \$1,000,000 Per Claim

To the extent watercraft are utilized in the work, the Consultant shall purchase and maintain, or cause its contractors and subcontractors to purchase and maintain, insurance with amounts not less than the limits of \$1,000,000 per occurrence, and which shall, at a minimum, cover the Consultant and contractor/subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft. The City, the City’s members, officials, employees, and agents, the engineer, and the Program Management Firm(s) (when program management services are provided) shall be named in the Commercial Watercraft Liability policy as “an additional insured.”

### **Additional Insurance Provisions**

A. **Certificates of Insurance.** Consultant shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. **Additional Insured.** All insurance except Worker’s Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City’s members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.

D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Consultant's Insurance Primary. The insurance provided by the Consultant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Consultant. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

G. Consultant's Insurance; Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Consultant or its subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by the Consultant shall relieve the Consultant of its full responsibility to provide insurance as required under this Agreement.

I. Notice. The Consultant shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Consultant, as applicable, shall provide thirty (30) days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provision. Prior to executing this Agreement, the Consultant shall present this Agreement and insurance requirements attachments to its insurance agent affirming that: (1) the agent has personally reviewed the insurance requirements of the Agreement, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Consultant.

## INDEMNIFICATION

The Contractor and its subcontractors (collectively, the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City and its respective members, officers, officials, employees, and agents (collectively, the “Indemnified Party”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature, which may be incurred by, charged to, or recovered from any of the Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of the Agreement, services, operations, or work performed hereunder;

2. Environmental Liability, to the extent the Agreement contemplates environmental exposures, arising from or in connection with any environmental, health, or safety liabilities, claims, citations, clean-up, or damages, whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent the Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the services, any product generated by the services, or any part of the services as contemplated in the Agreement, constitutes an infringement of any trademark, copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the services, or any product generated by the services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall immediately make every reasonable effort to secure within sixty (60) days for the Indemnified Party a license, authorizing the continued use of the service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Party, then the Indemnifying Party shall replace the service or product with a non-infringing service or product or modify such service or product in a way satisfactory to the Indemnified Party, so that the service or product is non-infringing.

If an Indemnified Party exercises its rights under the Agreement, the Indemnified Party will (i) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (ii) allow the Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08, Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08, Florida Statutes, will be modified to comply with said statutes.

**Manatee Protection Plan  
Baseline Study Budget**

**Direct Labor**

Senior Scientist	\$60,000
Benefits @ 30% of Direct Labor	<u>\$18,000</u>
	\$78,000

**Aviation**

\$ 3,800

Subtotal \$81,800

**Overhead** - 10% of Subtotal \$ 8,200

Total \$90,000

**Note:** Benefits to include, as appropriate, social security, medical insurance, and retirement contributions.