

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

**THIS SECOND AMENDMENT** (“Second Amendment”) to the Agreement is made and entered into in duplicate on this \_\_\_ day of \_\_\_\_\_, 2020, 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 certain Continuing Manatee Protection Studies Agreement, **Contract No. 5687-30**, dated October 4<sup>th</sup>, 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 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 concluded in FY 2019/2020; and

**WHEREAS**, the CITY desires to amend the Agreement for the second time, in order to: (1) extend the term of the Agreement pursuant to Paragraph 3.2 of the Agreement for Fiscal Year 2020/2021 to continue Services of CONSULTANT and increase the CITY’s maximum indebtedness to cover an additional year of services; and (2) allow the delayed completion of the Study; and

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

**WHEREAS**, this Second 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 second 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, 2020 – September 30, 2021,” attached hereto as **Second Revised Exhibit “A”** (the “Services”) and by this reference, made a part hereof.”

4. Pursuant to Section 3.2 of the Agreement, and because the Term of the Agreement began on October 4, 2018, and the First Amendment to the Agreement extended the Services of CONSULTANT to October 3, 2020, the Services are hereby extended an additional year so that the service period is from October 3, 2020 to October 2, 2021, with two (2) one-year renewal options remaining.

4. 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 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 the Fiscal Year 2018-2019, and ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00) for the Fiscal

Year 2019-2020, and NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for Fiscal Year 2020-2021, for a combined CITY indebtedness of not more than THREE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00) for the term of this Agreement.”

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

6. All other terms of the Agreement except those expressly amended in this Second 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 Second Amendment.

7. This Second Amendment may be executed in counterparts, .PDF copies, and/or facsimile signatures, the counterparts of which, when taken together, shall constitute but one entire and original Second Amendment.

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

**WITNESS:**

**JACKSONVILLE UNIVERSITY**

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type/Print Name  
\_\_\_\_\_  
Title

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type / Print Name  
\_\_\_\_\_  
Title

[City of Jacksonville Signature on Following Page]

**ATTEST:**

**CITY OF JACKSONVILLE**

By \_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_  
Corporation Secretary

Lenny Curry, Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Administration and Finance  
CITY Contract Number:

Amendment No.:**2**

Form Approved:

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

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**Second Revised Exhibit "A"**

**PROPOSAL**

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**Manatee Protection Project**

**Continuation**

**City of Jacksonville**

**Duval County, Florida**

**October 1, 2020 - September 30, 2021**

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Prepared by:

A. Quinton White, Jr., Ph.D.  
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, 2020, to September 30, 2021.

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:**

**2020-2021  
JU Manatee Contract Deliverables**

**TASK 1 Support Jacksonville Waterways Commission - monthly**

Provide monthly updates on manatee research, artificial reefs and water-related issues in Duval County. At the end of the year, summarize manatee information discussed during the year.

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

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

**TASK 3 Waterways/ Manatee Information Signage Inventory – update database**

Jacksonville University will update database of all local manatee, boating-safety signage and information kiosks at boat ramps in Duval County to maintain current information. This will include all commercial and multi-family marinas and docks and all manatee information signs and kiosks. Provide database to City at the end of the contract year.

**TASK 4 Community Education Efforts- Report efforts quarterly**

JU will report to COJ a summary of educational efforts quarterly.

A. If requested, JU will work with the COJ, JSO, FWC, and FWS LE to develop a pamphlet 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 brochure.

B. Work with the NE Florida Regional Council and its partners to increase manatee awareness

C. Explore and develop new education and awareness programs

D. Maintain JU website, [ju.edu/MARCO](http://ju.edu/MARCO)

E. Track number of calls to JU Manatee Hot Line

F. Keep PowerPoint presentation up to date for educational programming.

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

Work with port entities to track level of shipping activity, determine which of the manatee efforts are working, and assist in making their manatee programs effective

B. Work with JMTX to educate commercial ships operators about manatee safe-docking procedures

C. Work with JMTX to decrease incidents of large ships displacing or destroying waterway signage

D. Attend JMTX Harbor Safety Committee as necessary

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

- A. Through the Law Enforcement Task Force, work with JSO to provide the information requested by USFWS and in the format acceptable to the agency.
- B. Track law enforcement-efforts -to direct JSO to target certain areas in order to use resources efficiently and effectively
- C. Attend COJ Law Enforcement Task Force meetings as necessary
- D. At the end of the year, summarize law enforcement activities and make recommendations for increased coordination and communication

**TASK 7 Update 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 2018-2019. 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 – Continuation of Boater Speed Zone Compliance Study**

Conduct the boater speed zone compliance study based on protocols agreed upon with FWC. The study will be conducted for one (1) year at various locations, days and times throughout the year. This task is being extended through this contract year due to COVID. At the end of the year, provide a report of activities, summarize data and make recommendations. Cost Task 8, the Boater Speed Zone Compliance Study, will be \$90,000 above and beyond the yearly \$90,000 yearly contract. Funding for the Boater Speed Zone Compliance Study will be carried over from the 2019-2020 contract through an existing Purchase Order.

**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 type of presentations
    - 2. Type of group: public or private
    - 2. The intensity of use of various educational materials
    - 3. Some gauge of public reception
    - 4. Any other details that may allow for manatee awareness program effectiveness evaluation.
      - 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 \$180,000. 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 this agreement, the Consultant and/or its sub-consultants shall procure and maintain at their sole expense, during the term of the project, insurance of the type and in the minimum amount stated below:

**SCHEDULE**

Workers Compensation  
Employer's Liability  
(including appropriate Federal Acts)

**LIMITS**

Florida Statutory Coverage  
\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Each Employee/Disease

Commercial General Liability

\$2,000,000 General Aggregate

Premises- Operations Agg.	\$2,000,000 Products/Comp. Ops.
Products- Completed Operation	\$1,000,000 Personal/Advertising Injury
Contractual Liability	\$1,000,000 Each Occurrence
Independent Contractors	\$50,000 Fire Damage \$5,000 Medical Expenses

(The City of Jacksonville shall be named as an additional insured under a/l of the above Commercial General Liability coverage)

Automobile Liability. (All Automobiles-Owned, Hired or Non-owned)	\$1,000,000 Combined Single Limit
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Professional Liability	\$1,000,000
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(Professional Liability coverage will be provided on an Occurrence Form or a Claims made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting option beyond the annual expiration date of the policy)

Aircraft Liability (The City of Jacksonville shall be named as an additional insured under Aircraft Liability coverage)	\$1,000,000
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Watercraft Liability (Protection and Indemnity)	\$1,000,000
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(The City of Jacksonville shall be named as additional insured under the Watercraft Liability coverage)

Depending on the nature of the work required in this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional security instruments (e.g. bonds) and insurance coverage of the types and in the amounts responsive to those liabilities which may or may not require the CITY also be named as an additional insured.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. Such insurance shall be written by an insurer with an A. M. Best Rating of A X or better. Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management evidencing the maintenance of the required insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.

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 coverages. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its subconsultants from responsibility to provide insurance as required by the contract.

**Manatee Protection Plan  
Baseline Study Budget**

**Direct Labor**

Salaries	\$60,000
Senior Scientist	(\$ 9,000)
Research Scientist	(\$51,000)
Benefits @ 30% of Direct Labor	<u>\$ 18,000</u>
	\$ 78,000

**Travel** \$ 500

**Material and Supplies** \$ 500

**Aviation** \$2,800

Subtotal \$81,800

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

Total \$90,000

**Boater Speed Zone Compliance Study** \$90,000

Funding for the Boater Speed Zone Compliance Study will be carried over from the 2019-2020 contract.

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