

CONTINUING PROFESSIONAL SERVICES AGREEMENT FOR
ECOLOGICAL CONSULTING SERVICES
TROPICAL TRAIL 520 TO 528 EXPANDED PROJECT TASK ORDER
TASK ORDER NO. 19-4477-022-EC

THIS TASK ORDER is made this ____ day of _____ 2023, by and between **Applied Ecology, Inc.** hereinafter referred to as the CONTRACTOR, and Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

WHEREAS, on September 12, 2019, the CONTRACTOR and the COUNTY entered into a continuing professional services agreement **for Ecological Consulting Services** hereinafter referred to as the AGREEMENT, which is incorporated herein by this reference;

WHEREAS, under SECTION I of the AGREEMENT, the CONTRACTOR agrees to provide certain professional services which shall be implemented by task orders; and

WHEREAS the CONTRACTOR agrees to provide certain ecological and environmental services, which shall be implemented in accordance with this Task Order.

NOW, THEREFORE, the parties do mutually agree as follows:

Summary

Brevard County is required to complete a vulnerability assessment, in accordance with Florida Statutes 380.093, in order to competitively compete to receive future resiliency grant funding from the state. Previous analysis completed through the Florida East Coast Regional Planning Council does not meet the full scope required by the state. This additional work includes data acquisition and analysis of storm surges and rainfall flooding, compounded with various required sea level rise scenarios. CONTRACTOR will develop an updated database with up to 1,082 outfalls, followed by the completion of a vulnerability assessment focused on critical assets and regionally significant resources.

Section I, Scope of the Work

See Exhibit A- Applied Ecology, Inc. proposal

Section II, Contract Schedule

See Exhibit A- Applied Ecology, Inc. proposal

Section III, Deliverables

See Exhibit A- Applied Ecology, Inc. proposal

Section IV, Basis of Compensation

For the Scope of Work described in Section I of this Task Order, compensation from the COUNTY to the CONTRACTOR shall be on an hourly basis as indicated in the attached Exhibit A (actual expenses by category and tasks may vary from those indicated during the course of the work), not to exceed **\$383,585.50** unless authorized by a written Change Order executed by the COUNTY. Upon submittal of deliverables as described in Section III of this Task Order, the COUNTY will be invoiced only for actual work performed. The COUNTY shall pay such invoices in accordance with Florida's Prompt Payment Act. The COUNTY reserves the right to refuse payment for or deduct from any invoice, or fees for incomplete or defective work. The following is a summary of the fee breakdown.

A. ECOLOGICAL CONSULTING SERVICES

1. Planning And Project Initiation	\$ 16,561.00
2. Mapping – Data Collection	\$195,767.50
3. Data Collection of 144 additional features	\$ 34,190.00
4. Acquisition of Background Data	\$ 18,476.00
5. Exposure Analysis	\$ 18,370.00
6. Sensitivity Analysis	\$ 18,172.00
7. Final Vulnerability Assessment Report	\$ 14,030.00
8. Project Management and Coordination	\$ 26,114.00
9. Mapping Direct Expenses	\$ 36,695.00
10. Data Acquisition Direct Expenses	\$ 5,240.00

Total Project Cost: \$383,585.50

Section V, Other Terms and Conditions

All of the terms and conditions of the AGREEMENT, and any amendments thereto, shall apply to this Task Order as fully set out herein. In the case of a conflict between the terms of this Task Order and the AGREEMENT, the latter shall control. It is hereby acknowledged that this Task Order is prepared based upon the Master Agreement executed on **September 12, 2019**, for **Ecological Consulting Services** between the CONTRACTOR and the COUNTY. As such, this Task Order is subject to all conditions and stipulations contained in said AGREEMENT, as may be amended.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONTRACTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Section VI, Effective Date and Authorized to Proceed

This Task Order shall be effective on the date specified in the Notice to Proceed from the COUNTY's designated representative. This Task Order will expire one (1) year from the date of issuance of the Notice to Proceed unless otherwise extended through a subsequent change order.

Section VII. Authority

The Parties warrant that the person signing this Task Order has all the requisite authority necessary to bind the Party it represents.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the date and year above written.

BREVARD COUNTY, FLORIDA

BY _____

Print: Rita Pritchett

Title: Chair

Date: _____

As approved by the Board on October 24, 2023

Applied Ecology, Inc.

By:  _____

Print: Claudia Listopad, Ph.D., GISP

Title: Principal Scientist

Date: 10/13/2023