

**GULF CONSORTIUM AND ENVIRONMENTAL SCIENCE ASSOCIATES
AGREEMENT FOR CONSULTANT SERVICES
FOR STATE EXPENDITURE PLAN**

-WORK ORDER #8-

**Conduct Project Leveraging Analysis and
Develop Project Sequencing & Implementation Strategy**

WHEREAS, the Gulf Consortium (Consortium) and Environmental Science Associates (Consultant) entered into an agreement for planning consulting services for the State Expenditure Plan (Agreement);

WHEREAS, the Agreement requires written Work Orders to be issued by the Consortium for work to be performed by the Consultant; and

WHEREAS, the Consortium desires the Consultant to screen, map and assess gaps and overlaps in the preliminary list of projects, programs and activities to potentially be included in the Florida State Expenditure Plan.

NOW, THEREFORE, the Parties agree to Work Order #8 as follows:

Background

Work Order #8 authorizes the Consultant to complete Tasks 9 and 10 of the amended State Expenditure Plan development process. These tasks include:

- Task 9 - Conduct Project Leveraging Analysis
- Task 10 - Develop Project Sequencing & Implementation Strategy.

The goals of these tasks are to maximize leveraged funding sources for all SEP projects, and to develop a project sequencing schedule and implementation strategy that optimizes the 15-year payout such that each county is annually making progress on their respective projects, while also ensuring that priority early action projects can be adequately funded. Completion of Tasks 9 and 10 will close out Phase III – Project Evaluation of the SEP development process.

Scope of Work

The scopes of work for these tasks, as authorized in the Planning Grant, are described below.

Task 9 - Conduct Project Leveraging Analysis

The ESA consultant team will develop an *Other Grant Sources Inventory* document that addresses potential leveraged funding sources applicable to the final suite of projects recommended in Task 8. This inventory will include a wide range of federal, state, private and NGO grant programs

(e.g., National Fish & Wildlife Foundation) that could potentially be used to leverage projects to be included in the FSEP. This task will also involve close coordination with the Restoration Council and FDEP with regard to the availability and applicability of leveraged funds from the Council Selected Restoration Component (RESTORE Act Pot 2) and the Florida portion of the Natural Resource Damages (NRD) settlement. The final suite of projects will be individually linked to potential leveraging sources applicable to each, along with estimated dollar amounts. Upon completion of this task, the final project list, and the leveraging potential for each, will be summarized in a Technical Memorandum, and presented to the Consortium for review and approval.

Task 10 - Develop Project Sequencing & Implementation Strategy

The approximate funding levels available to each county from the Spill Impact Compact component have been estimated for the BP settlement. Furthermore, based on current knowledge of the settlement, funds will be paid out over a 15-year period, without the ability to use these funds for bonding and debt payments. Finally, Council implementation grants for all projects included in the FSEP must be project-specific, and be channeled through a single grant portal by the FSEP implementing entity. Individual counties will not be able to engage with the Council independently with regard to implementation grant funds. To address these complexities, a project sequencing strategy is necessary to expedite and optimize the distribution of Council implementation grant funds.

It is anticipated that the final suite of projects ultimately included in the FSEP will vary significantly with regard to their relative complexity and level of development and/or design. For example, some projects may be ready to receive construction funds, while other projects may require planning or design funds. The ESA consultant team will develop a project sequencing schedule that optimizes the 15-year payout such that each county is annually making progress on their respective projects. In addition, this task will involve the development of an overall implementation strategy that considers multiple alternatives for managing the accounting of Spill Impact Component funds amongst the 23 counties over the 15-year payout schedule. A draft *Project Sequencing & Implementation Strategy* document will be prepared and presented to the Consortium for review, modification, and/or approval. The approved final suite of projects along with the approved project sequencing and implementation strategy will serve as the basis for Phase IV - FSEP Development.

Deliverables

The deliverables for this Work Order #7 include the following:

- Task 9 - *Other Grant Sources Inventory* document, Summary Technical Memorandum and presentation to the Gulf Consortium.
- Task 10 - *Project Sequencing & Implementation Strategy* document, and summary presentation to the Gulf Consortium.

Schedule

Upon formal approval of this Work Order #8 by the Consortium at its May, 2017 meeting, the above described scope of work and deliverables will be completed on or before October 31, 2017.

Compensation

Compensation of the Consultant for this and all future Work Orders shall be contingent upon the availability of planning grant funds from the Restoration Council. As provided in the revised ESA agreement and the Planning Grant, the fixed fee costs for Tasks 9 and 10 are shown in the table below.

Work Order #8			
Task	Description	Hours	Dollars @\$205/hour*
9	Task 9 - Conduct Project Leveraging Analysis	982	\$201,310
10	Develop Project Evaluation Criteria	960	\$196,800
Totals		1,942	\$398,110

* Blended rate used for cost estimating includes: overhead; profit; reimbursable expenses; and project management.

The Consultant shall be compensated on a fixed fee basis, and shall provide a final invoice upon the completion of each task, and approval all associated deliverables, encompassed in this Work Order. The total fixed fee for Work Order #8 shall not exceed **\$398,110**.

WHERETO, the Parties have set their hands and seals effective the date whereon the last party executes this Agreement.

GULF CONSORTIUM

**ENVIRONMENTAL SCIENCE
ASSOCIATES**

By: _____

By: _____

Vice President or designee

Date: _____

Title: _____

Date: _____

SECRETARY/TREASURER:

By: _____

Date: _____

Approved as to Form:
Gulf Consortium General Counsel

BY: _____

Lynn Hoshihura
Nabors, Giblin & Nickerson, P.A.
Gulf Consortium General Counsel

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