

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: March 10, 2020 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

Department  
Submitted By: County Administration  
Submitted For: Office of Resilience

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** an amendment to an Interlocal Agreement with Broward, Miami-Dade, and Monroe Counties for the cost share support of services for the Southeast Florida Regional Climate Change Compact.

**Summary:** This item amends an existing Interlocal Agreement (ILA) with Broward, Miami-Dade, and Monroe Counties that provides a single fiscal agent overseeing a contract with the non-profit Institute for Sustainable Communities (ISC) for the continuation of staffing coordination, project management, and facilitation services for the Southeast Florida Regional Climate Change Compact (Compact). The amendments to the ILA will increase Palm Beach County's fiscal year (FY) 2020 contribution from \$50,000 to \$62,500, and FY 2021 contribution from \$12,500 to \$37,500. It will also create a new Compact Leadership Committee (CLC) for the Compact. The CLC will consist of one designated representative from each of the four Compact member counties, and will be subject to Florida's Sunshine Law. Additionally, Palm Beach County's contact information will be updated. Approval of this item advances and reaffirms Palm Beach County's commitment to climate resilience planning and regional coordination. Countywide (RPB)

**Background and Justification:** On December 15, 2009 the Board of County Commissioners adopted the Compact providing for a coordinated climate change strategy with Broward, Miami-Dade, and Monroe Counties (R2009-2170). Since this time, the Kresge Foundation has been contributing to the Compact membership with a plan to phase out its support as the Compact became well established. The Kresge Foundation reduced its financial support in calendar year 2020 and will withdraw all support beginning in calendar year 2021. To maintain the existing level of service from ISC, the Compact is asking each County to make up the difference and increase their membership contribution. Because the Compact contract is on a calendar year and payments are due quarterly after services are rendered, the increase for FY 2020 for Palm Beach County is \$12,500, bringing the total FY 2020 contribution to \$62,500, and the increase for FY 2021 is \$25,000, bringing the total for FY 2021 to \$37,500. For calendar year 2021 and beyond, the Compact is assessing funding and service needs. As for the CLC, the Compact members decided that a new structure subject to the Sunshine Law is warranted.

- Attachments:**  
1. First Amendment to the Interlocal Agreement

|                 |                                |         |
|-----------------|--------------------------------|---------|
| Recommended by: | <i>Megan S. Houston</i>        | 2-24-20 |
|                 | Department Director            | Date    |
| Approved by:    | <i>[Signature]</i>             | 2/27/20 |
|                 | Assistant County Administrator | Date    |

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| <b>Fiscal Years</b>                                     | <b>2020</b>     | <b>2021</b>         | <b>2022</b> | <b>2023</b>        | <b>2024</b> |
|---|-----------------|---------------------|-------------|--------------------|-------------|
| <b>Capital Expenditures</b>                             | _____           | _____               | _____       | _____              | _____       |
| <b>Operating Costs</b>                                  | <u>\$12,500</u> | <u>\$25,000</u>     | _____       | _____              | _____       |
| <b>External Revenues</b>                                | _____           | _____               | _____       | _____              | _____       |
| <b>Program Income (County)</b>                          | _____           | _____               | _____       | _____              | _____       |
| <b>In-Kind Match (County)</b>                           | _____           | _____               | _____       | _____              | _____       |
| <b>NET FISCAL IMPACT</b>                                | <u>\$12,500</u> | <u>\$25,000</u>     | _____       | _____              | _____       |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b>          | _____           | _____               | _____       | _____              | _____       |
| <b>Is Item Included in Current Budget?</b>              |                 | <b>Yes</b> <u>X</u> |             | <b>No</b> _____    |             |
| <b>Does this item include the use of federal funds?</b> |                 | <b>Yes</b> _____    |             | <b>No</b> <u>X</u> |             |

**Budget Account No.:**

Fund 0001 Department 261 Unit 2101 Object 3401 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The \$12,500 increase in Compact membership will be paid for from an approved FY 2020 supplemental request.

**C. Department Fiscal Review:** S. Neary

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

Lusick 2/12/20  
OFMB 2/12 to 2/12

Dr. J. Jacobus 2/24/2020  
Contract Development and Control  
2/24/2020 JW

**B. Legal Sufficiency:**

APD RJ 2/26/2020  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, MONROE COUNTY, AND PALM BEACH COUNTY FOR COST SHARE SUPPORT OF SERVICES FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT**

This is a First Amendment ("First Amendment") to the agreement among the counties of Broward, Miami-Dade, Monroe, and Palm Beach, political subdivisions of the State of Florida, for cost-share support services for the Southeast Florida Regional Climate Change Compact ("Interlocal Agreement"). The counties are collectively referred to as the "Parties," and, when excluding Broward, the "Contributing Counties."

**Recitals**

- A. The Parties entered into the Interlocal Agreement on July 18, 2018, and agreed to share the costs associated with the Institute for Sustainable Communities' ("ISC") coordination and facilitation of services for the Southeast Florida Regional Climate Change Compact.
- B. The Parties desire to increase their respective 2020 calendar year contributions to Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) per quarter for a total payment of Seventy Five Thousand Dollars (\$75,000) in 2020 by each of the Parties and a total not-to-exceed amount of One Hundred Seventy Five Thousand Dollars (\$175,000) by each of the Parties.
- C. The Parties agree that it would be beneficial to have a more formal Compact Leadership Committee tasked with providing unified advice and recommendations to the Parties' governing bodies with respect to climate change and resilience issues.
- D. The Parties desire to update the contact information for Palm Beach County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 1.6 of the Interlocal Agreement is hereby created as follows:

- 1.6 Compact Leadership Committee. Each Party agrees to participate in a four-County Compact Leadership Committee, which will provide formal, unified advice and recommendations on climate change and resilience issues to the Parties' governing bodies. Each Party will select one representative to serve on the Compact Leadership Committee, which representative must have experience and knowledge in the area of resilience and climate change and must have a leadership position related to the area of resilience and climate change in the respective County's government. Each Party may designate an alternate to the Compact Leadership Committee, but such alternate must meet the same qualifications as each Party's representative. The initial representatives from each County are:

- The Chief Resilience Officer of Broward County.

- The Deputy Resilience Officer of Miami-Dade County.
- The Sustainability and Projects Director of Monroe County.
- The Director of the Office of Resilience of Palm Beach County.

The Compact Leadership Committee will seek input from stakeholders and technical and scientific experts, and it may invite and hear from experts and representatives of other local governments and stakeholders, including but not limited to local municipalities, the South Florida Water Management District, the Florida Climate Institute, The Nature Conservancy, and the South Florida Regional Planning Council.

The Compact Leadership Committee will serve in an advisory capacity to the Parties' governing bodies and lacks the power or authority to commit the Parties or any of their agencies or instrumentalities to any policies, incur any financial obligations, or to create any liability, contractual or otherwise, on behalf of the Parties or any of their agencies or instrumentalities.

All proceedings of the Compact Leadership Committee must be conducted in accordance with the Government in the Sunshine Law, § 286.011, F.S., and the Florida Public Records Act, Ch. 119, F.S. Members of the Compact Leadership Committee must also comply with all applicable ethics laws. Three members of the Compact Leadership Committee constitute a quorum. The Compact Leadership Committee will hold regular meetings and will aim to meet at least once a month. The Compact Leadership Committee may create its own rules of procedure, as needed, provided that such rules are consistent with this Agreement and applicable laws.

2. Section 2.1 of the Interlocal Agreement is hereby replaced in its entirety as follows:

2.1 Upon receipt of an invoice from Broward, the Contributing Counties agree to each remit up to \$175,000 to Broward as their respective share of costs. Broward will use any funds remitted from the Contributing Counties to fulfill any payment obligations under the agreement between Broward County and the Institute for Sustainable Communities for Coordination and Facilitation Services for the Southeast Florida Regional Climate Change Compact. Broward agrees to also remit up to \$175,000 to ISC and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A. All Parties agree to contribute equal amounts, within the dollar limits of this Agreement.

3. Section 4.1 of the Interlocal Agreement is hereby amended to read as follows:

4.1 For the Term, Contributing Counties will pay Broward up to a maximum amount as follows:

| <b>Services/Goods</b> | <b>Not-To-Exceed Amount</b>    |
|-----------------------|--------------------------------|
| Miami-Dade            | <del>\$150,000</del> \$175,000 |

|                            |                                       |
|----------------------------|---------------------------------------|
| Monroe                     | <del>\$150,000</del> <u>\$175,000</u> |
| Palm Beach                 | <del>\$150,000</del> <u>\$175,000</u> |
| <b>TOTAL NOT TO EXCEED</b> | <del>\$450,000</del> <u>\$525,000</u> |

3. Section 4.2.2 of the Interlocal Agreement is hereby amended to read as follows:

4.2.2 Broward may invoice each of the Contributing Counties in the amounts set forth as follows:

|                          |  |
|--------------------------|--|
| 2018: Calendar Quarter 2 | \$25,000 for services provided by ISC in Calendar Quarters 1 and 2 |
| 2018: Calendar Quarter 3 | \$12,500   |
| 2018: Calendar Quarter 4 | \$12,500   |
| 2019: Calendar Quarter 1 | \$12,500   |
| 2019: Calendar Quarter 2 | \$12,500   |
| 2019: Calendar Quarter 3 | \$12,500   |
| 2019: Calendar Quarter 4 | \$12,500   |
| 2020: Calendar Quarter 1 | <del>\$12,500</del> <u>\$18,750</u>                                |
| 2020: Calendar Quarter 2 | <del>\$12,500</del> <u>\$18,750</u>                                |
| 2020: Calendar Quarter 3 | <del>\$12,500</del> <u>\$18,750</u>                                |
| 2020: Calendar Quarter 4 | <del>\$12,500</del> <u>\$18,750</u>                                |

4. Section 9.7 of the Interlocal Agreement is hereby replaced in its entirety as follows:

9.7 Notices. For a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below. Notice will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

**FOR BROWARD:**

Broward County Environmental Planning and Community Resilience Division  
Attn: Jennifer Jurado, PhD, Director and Chief Resilience Officer  
Governmental Center, Room 329H  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: [jjurado@broward.org](mailto:jjurado@broward.org)

**FOR MIAMI-DADE:**

Miami-Dade Office of Resilience, Regulatory & Economic Resources Department  
Attn: James F. Murley, Chief Resilience Officer  
Stephen P. Clark Center  
111 NW 1st Street, 12th Floor  
Miami, Florida 33128

Email address: MURLEYJ@miamidade.gov

FOR MONROE:

Monroe County Administration

Attn: Rhonda Haag, Sustainability and Projects Director

102050 Overseas Highway, Ste. 246

Key Largo, FL 33037

Email address: Haag-Rhonda@MonroeCounty-FL.Gov

FOR PALM BEACH:

Palm Beach County Office of Resilience

Attn: Megan Houston, Director

2300 North Jog Road, 4th Floor

West Palm Beach, FL 33411

Email address: MSHouston@pbcgov.org

5. "Exhibit A – ISC Scope of Services" of the Interlocal Agreement is hereby replaced with "Amended Exhibit A – Scope of Services," attached hereto and made a part hereof.
6. Except as amended herein, all other terms and conditions of the Interlocal Agreement remain in full force and effect.
7. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the Interlocal Agreement, the terms and provisions of this First Amendment will control to the extent of any such conflict or ambiguity.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the Interlocal Agreement Among Broward County, Miami-Dade County, Monroe County, and Palm Beach County for Cost Share Support of Services for the Southeast Florida Regional Climate Change Compact: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Contributing Counties, signing by and through their officials, duly authorized to execute same.

BROWARD

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Rocio Blanco Garcia (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, MONROE COUNTY, AND PALM BEACH COUNTY FOR COST SHARE SUPPORT OF SERVICES FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT**

MIAMI-DADE

WITNESSES:

MIAMI-DADE COUNTY

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, MONROE COUNTY, AND PALM BEACH COUNTY FOR COST SHARE SUPPORT OF SERVICES FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT**

MONROE

WITNESSES:

MONROE COUNTY

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, MONROE COUNTY, AND PALM BEACH COUNTY FOR COST SHARE SUPPORT OF SERVICES FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT**

PALM BEACH

WITNESSES:

PALM BEACH COUNTY

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:  
Sharon R. Bock  
Clerk and Comptroller

Approved as to Form and Legal Sufficiency  
By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Deputy Clerk

(CORPORATE SEAL OR NOTARY)

APPROVED AS TO TERMS  
AND CONDITIONS

By \_\_\_\_\_  
Department Director

## **Amended Exhibit A – Scope of Services**

### **Support for the Southeast Florida Regional Climate Change Compact Statement of Work for 2018 – 2020**

During the contracted period, the Institute for Sustainable Communities ("ISC") must provide a level of effort and time per year that will not be less than the equivalent of two and a half (2.5) full-time employees. This level of effort will combine the time and expertise of ISC staff to provide services to the South Florida Regional Climate Change Compact ("Climate Compact"), including governance process facilitation and support, strategic and technical assistance, communications delivery and support, and assistance in identifying additional financial resources from federal, state, and private philanthropic sources to support the growth and expansion of Compact service delivery. With respect to the Compact Leadership Committee, as well as working groups and advisory groups, ISC must conduct all tasks in accordance with the Sunshine Law, the Public Records Act, and all other applicable law. The details of the services ISC must perform are articulated in the tasks and deliverables set forth below.

#### **Task 1: Provide Secretariat Services for the Climate Compact**

##### **Task 1.1: Compact Leadership Committee Meeting Support**

Representative tasks include: Coordinating a minimum of monthly meetings of the Compact Leadership Committee and providing meeting support, identifying key strategic and management issues for the ongoing success of the Climate Compact; developing meeting agendas in partnership with the Compact Leadership Committee and chairperson, as appropriate; compiling hot topics for discussion with the Climate Compact; facilitating communications by Climate Compact partners; assembling requests for Climate Compact support and engagement; and conducting tasks in accordance with all applicable laws.

##### **Task 1.2: Biannual (2x annually) Climate Compact Retreats**

Representative tasks include: Identifying key strategic and management issues for the ongoing success of the Climate Compact; providing strategic advice to the Compact Leadership Committee and associated resilience staff from the Parties; developing the retreat agenda with input by Compact Leadership Committee and resilience staff from the Parties; conducting the retreat in accordance with all applicable laws, and paying for various retreat-related expenses, including venue and audiovisual equipment costs, if applicable, ISC staff travel costs, breakfast and lunch, printing, and other miscellaneous costs.

##### **Task 1.3: General Climate Compact Support – Priority Tasks**

Representative tasks include: Providing support on short and longer-term tasks as prioritized and assigned by the Compact Leadership Committee or the Contract Administrator, as appropriate, on an annual basis with the ability to make adjustments on a quarterly basis as issues, challenges, and opportunities arise in furthering the interests of the Climate Compact partners; developing an annual Climate Compact work plan in collaboration with the Climate Compact Leadership Committee and the Contract Administrator, as appropriate, to guide Climate Compact's annual work priorities and deliverables; maintaining a timeline; and developing processes to achieve deliverables.

**Task 1.4: Annual Regional Climate Leadership Summit ("Summit") Support**

Representative tasks include: Participating on Summit planning team calls; assisting with the development of Summit themes, panels, and deliverables; assisting with the identification and engagement of speakers for the Summit; traveling to and participating in the Summit.

**Task 1.5: General Fundraising Support**

Representative tasks include: Identifying new grant resources for the Climate Compact (federal, state, or private philanthropy) and coordinating the development of proposals and budgets in partnership with the Compact Leadership Committee and Contract Administrator, as appropriate.

**Task 1.6: Climate Compact Working Group Coordination and Support**

Representative tasks include: Identifying key issues and annual priorities in collaboration with working groups; developing agendas for participants; scheduling meetings and, upon request, providing facilitation during the meetings; taking meeting notes, and tracking action items through completion; providing research, analysis, and specific Climate Compact-branded guidance products, tools, and reports, as requested by the working groups; and conducting all tasks in compliance with all applicable laws.

**Task 2: Provide implementation support for the Regional Climate Action Plan ("RCAP")**

**Task 2.1: RCAP Implementation Workshops (three per year)**

Representative tasks include: Designing the workshop and agenda; managing logistics; and producing the guidance materials from the RCAP for the Climate Compact website. ISC must pay for all workshop event costs, including ISC staff travel costs, venue, audiovisual equipment, catering, printing, and other miscellaneous costs.

**Task 2.2: Conduct a regional Greenhouse Gas Inventory**

Representative tasks include: Developing inventory scope in collaboration with guidance from the Climate Compact Leadership Committee and Contract Administrator, as appropriate; obtaining data from all relevant sources across the region; analyzing data; writing, formatting, and publishing a report.

**Task 2.3: Sea Level Rise ("SLR") Ad Hoc Technical Advisory Group Coordination and Support**

Representative tasks include: Developing and administering SLR projection survey; synthesizing and reporting on survey data; developing agendas; scheduling meetings and, upon request, providing facilitation; taking meeting minutes, and tracking action items through completion; providing research to support group activity, as requested by the SLR Ad Hoc Technical Advisory Group, resilience staff from the Parties, and the Contract Administrator, as appropriate; and conducting all meetings in accordance with applicable law.

### **Task 3: Climate Compact Communications Support**

#### **Task 3.1: Climate Compact Website and Climate Compact Currents**

Representative tasks include: Providing ongoing support and maintenance to the Climate Compact website; developing new content and pages on the Climate Compact site; developing and delivering the Climate Compact's quarterly e-newsletter.

#### **Task 3.2: Press/Media Relations and External Inquiries Support**

Representative tasks include: Fielding and responding to media requests on behalf of the Climate Compact when appropriate; directing reporters to relevant Compact Leadership Committee members or Parties' resilience staff; speaking to reporters on background; developing talking points for Climate Parties with press; tracking all relevant press; and responding to Climate Compact email inquiries, as requested by resilience staff from the Parties and the Contract Administrator, as appropriate.

#### **Task 3.3: Climate Compact Communication Collateral Development and Maintenance**

Representative tasks include: Developing and updating template Climate Compact presentations for each Party's use; developing and updating Climate Compact fact sheet and other communication pieces as requested by the Parties, or as required by the circumstances.

#### **Deliverables**

ISC must provide a quarterly narrative report detailing activities across these three key tasks, including an ISC accounting of staff time and expenses for review and approval by the Contract Administrator.

**Personnel and Fringe Benefits**—salaries are budgeted as gross wages and reflect current or comparable rates from ISC's current projects. ISC fringe benefits are based on each employee's salary, timesheet allocations, and its Negotiated Indirect Cost Rate Agreement ("NICRA") (included as Attachment A), which is approved by United States Agency for International Development, ISC's cognizant audit agency.

**Travel**—ISC requires travelers to take reasonable steps to lower travel costs and air travel is based on economy or coach class fares. ISC pays for actual hotel costs and provides per diem rates for meals and incidental expenses that do not exceed US Government rates.

**Other Direct Costs**—ISC's estimates include communication and photocopying expenses and a portion of ISC's A-133 audit expense. These expenses have been budgeted for this program based on ISC's overall program cost and budget.

**Indirect Costs**—ISC's indirect cost calculation methodology uses a modified total direct cost base consisting of total direct costs, less grant agreement amounts that exceed \$25,000. ISC's NICRA is currently 28 percent of its modified total direct cost base.