

AGENDA ITEM SUMMARY

☐ Public Hearing

I. EXECUTIVE BRIEF

Summary: This item amends an ILA among Palm Beach, Broward, Miami-Dade, and Monroe Counties, which designates a single fiscal agent to manage a contract with the Institute for Sustainable Communities (ISC), a not-for-profit corporation, that provides essential operational support, project management, and facilitation services for the Compact. The Compact coordinates regional workshops and summits, develops state and federal policy platforms, and secures grant funding, among other activities. On December 15, 2009, the Board of County Commissioners (BCC) adopted the Compact providing for a regionally coordinated approach to addressing resilience in the built environment with Broward, Miami-Dade, and Monroe Counties (R2009-2170). Due to recent fiscal constraints, Monroe County reduced its contribution to the Compact from \$100,000 to \$5,000. The proposed Amendment is necessary to reflect the change, since the current ILA requires equal contributions from all Counties. The Compact used this opportunity to identify cost reduction opportunities, with the remaining Counties each reducing their contributions from \$100,000 to \$80,000, resulting in a proposed 20% reduction in overall costs for Palm Beach County (PBC). The Amendment also modifies the contract term from January 2027 to October 2026, to align with County Fiscal Years (FY). Over the next year, the Counties will continue evaluating opportunities to improve efficiency and will present a new three (3)-year ILA for the BCC's consideration in mid-FY 2026. (BERR) Countywide (RM)

1. Second Amendment to the Interlocal Agreement
2. First Amendment to the Agreement between Broward County and ISC
3. Original Interlocal Agreement

Date

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	(\$20,000)	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$20,000)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of state funds? Yes _____ NO X

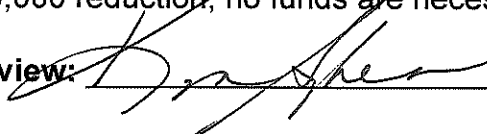
Budget Account No.:

Fund 0001 Department 410 Unit 4113 Object 3401 Program _____

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

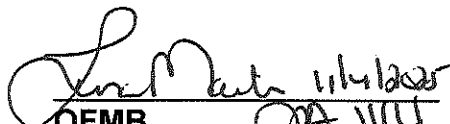
Since the Board has already approved the ILA and the FY 26 budget, and this is resulting in a \$20,000 reduction, no funds are necessary.

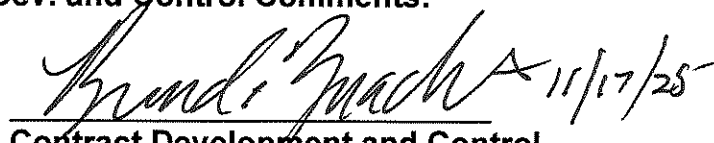
C. Department Fiscal Review:



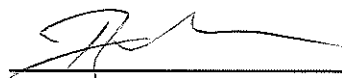
III. REVIEW COMMENTS

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


OFMB 11/14/25
11/14
ARF 11/14


Contract Development and Control 11/17/25
26/11/25
11/14-25

B. Legal Sufficiency:



Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification:

On March 10, 2020, the BCC approved an amendment to the Compact ILA that provided for a single fiscal agent to oversee a contract with the non-profit ISC for the continuation of staffing coordination, project management, and facilitation services for the Compact. It also created a Compact Leadership Committee, which consists of one designated representative from each of the four Compact member counties and is subject to Florida's Sunshine Law. A staff member from the PBC serves as the Compact representative on behalf of PBC. On July 11, 2023, the BCC approved an amendment to the previous interlocal agreement to extend the term of the ILA from January 1, 2024, to January 1, 2027. It also increased the fiscal contribution of each Compact county from \$50,000 to \$100,000 due to the planned phase-out of grant funding from private foundations.

**SECOND 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**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("Broward"), Miami-Dade County, a political subdivision of the State of Florida ("Miami-Dade"), Monroe County, a political subdivision of the State of Florida ("Monroe"), and Palm Beach County, a political subdivision of the State of Florida ("Palm Beach") (collectively referred to as the "Parties" and when excluding Broward, the "Contributing Counties").

RECITALS

A. The Parties entered into 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, effective as of January 1, 2021, as amended by the 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, effective as of January 2, 2024 (collectively, the "Agreement"), to provide cost sharing support for the Institute for Sustainable Communities, a Vermont not-for-profit corporation, registered to do business in the State of Florida ("ISC"), that has provided coordination and facilitation services to the Parties since 2011 to advance the aims of the Southeast Florida Regional Climate Change Compact ("Compact").

B. Southeast Florida is one of the most vulnerable areas in the country to the impacts of climate change.

C. The Parties adopted the Compact in 2009. Since adopting the Compact, the Parties, in recognition of the benefits of regional coordination, have worked with one another and numerous other stakeholders to address climate change at the regional level.

D. The Contributing Counties (as defined in the Agreement) are each obligated to pay Broward a maximum amount not to exceed Three Hundred Thousand dollars (\$300,000) to be used as the Contributing Counties' share of costs incurred by Broward pursuant to the ISC Coordination and Facilitation Services Agreement, as amended ("ISC Agreement"). Broward is further obligated to remit to ISC a maximum amount not to exceed Three Hundred Thousand dollars (\$300,000) for its share of the costs incurred pursuant to the ISC Agreement.

E. The Parties have experienced budgeting challenges and will no longer be able to contribute the amounts specified in the Agreement. In response to such budgeting challenges, the Parties have coordinated with ISC to adjust the services rendered by ISC through the ISC Agreement and the amount to be paid by the Parties.

F. The Agreement is scheduled to terminate at 11:59 p.m. on January 1, 2027 (“Term”). The Parties are desirous of amending the Term of the Agreement to terminate on September 30, 2026.

G. The Parties, agreeing that it is in their best interest to continue working with one another to continue to address climate change at the regional level, now desire to amend the Agreement (i) to revise the services to be rendered by Broward and the ISC, respectively; (ii) to amend the Term to terminate at 11:59 P.M. on September 30, 2026; (iii) to revise the amount that the Contributing Counties will pay Broward during the Term; and (iv) to make other necessary housekeeping amendments to the Agreement.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 1.3 of the Agreement is amended as follows:

1.3 Contract Administrator. The Deputy Director of the Broward County ~~Resilient Environment~~ **Public Works and Environmental Services** Department.

4. Section 1.7 of the Agreement is amended as follows:

1.7 Services. All work required of ISC by Broward on behalf of the Parties under an agreement between Broward and ISC, including, without limitation, all deliverables, consulting, training, project management, payments, and other services specified in Exhibit A for the Initial Term (as hereinafter defined), ~~and Exhibit A-1 for the Renewal Term (as hereinafter defined),~~ **and Exhibit A-2 for the Amended Renewal Term (as hereinafter defined).**

5. Section 2.1 of the Agreement is amended as follows:

2.1 Payment to ISC for Coordination and Facilitation Services during the Term.

...

2.1.2 **Renewal Term.** During the Renewal Term (as herein after defined), Broward shall pay ISC for coordination and facilitation services for the Compact pursuant to the ISC Coordination and Facilitation Services Agreement, as amended. Upon receipt of an invoice pursuant to Section 4.2 of this Agreement, Contributing Counties agree to each remit up to Three Hundred Thousand Dollars (\$300,000) to Broward to be used as their share of costs Broward will incur pursuant to the ISC Coordination and Facilitation Services Agreement, as amended. All Parties agree to contribute equal amounts, within the dollar limits of this Agreement. To this end, Broward agrees to also remit up to Three Hundred Thousand (\$300,000) to ISC for Services under the ISC Coordination and Facilitation Services Agreement, as amended, and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A-1.

2.1.3 Amended Renewal Term. During the Amended Renewal Term (as herein after defined), Broward shall pay ISC for coordination and facilitation services for the Compact pursuant to the ISC Coordination and Facilitation Services Agreement, as amended. Upon receipt of an invoice pursuant to Section 4.2 of this Agreement, Contributing Counties agree to each remit up to the following to Broward to be used as their share of costs Broward will incur pursuant to the ISC Coordination and Facilitation Services Agreement, as amended:

<u>County:</u>	<u>Not-to-Exceed Amount:</u>
<u>Miami-Dade</u>	<u>\$80,000</u>
<u>Monroe</u>	<u>\$5,000</u>
<u>Palm Beach</u>	<u>\$80,000</u>

All Parties agree to contribute the amounts specified within the dollar limits of this Agreement. To this end, Broward agrees to also remit up to Eighty Thousand (\$80,000) to ISC for Services under the ISC Coordination and Facilitation Services Agreement, as amended, and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A-2.

6. Article 3 of the Agreement is amended as follows:

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on January 1, 2021, and shall end at 11:59 P.M. on January 1, 2024 ("Initial Term"). The Initial Term shall be extended to end at 11:59 P.M. on ~~January 1, 2027~~ **September 30, 2025** ("Renewal Term"); ~~the Renewal Term shall be amended to begin on October 1, 2025, and shall end at 11:59 P.M. on September 30, 2026 ("Amended Renewal Term")~~ (the Initial Term, ~~and~~ **Renewal Term, and Amended Renewal Term** are collectively referred to as the "Term"). The continuation of this Agreement beyond the end of the Parties'

fiscal years is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. The failure of any party to budget or appropriate sufficient funds for this Agreement shall constitute additional grounds any other party to terminate this Agreement pursuant to the procedures in Sections 7.3 and 7.4 of this Agreement. Any extensions of time beyond the Term shall require an amendment to this Agreement, pursuant to the requirements for amendments stated herein.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than ~~January~~ **October** 31, ~~2027~~ **2026**, at 11:59 p.m. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

7. Article 4 of the Agreement is amended as follows:

ARTICLE 4. COMPENSATION

4.1 Payment to Broward:

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

...

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

<u>Services/Goods</u>	<u>Not-To-Exceed Amount</u>
<u>Miami-Dade</u>	<u>\$80,000</u>
<u>Monroe</u>	<u>\$5,000</u>
<u>Palm Beach</u>	<u>\$80,000</u>
<u>TOTAL NOT-TO-EXCEED</u>	<u>\$165,000</u>

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 Broward may submit invoices for compensation to Contributing Counties no more often than quarterly, but only after the Services for which the invoices are submitted have been completed by ISC. Contributing Counties agree to pay Broward by check or electronic funds transfer no later than thirty (30) days from receipt of Broward's invoices at:

Broward County Board of County Commissioners
Attn: Jennifer Jurado, PhD, Deputy Director,

~~Resilient Environment~~ **Public Works and Environmental Services** Department,
and Chief Resilience Officer
Governmental Center, Suite 329B
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

For the Initial Term:

...

For the Renewal Term:

Fiscal Year 2024: Quarter 1 \$25,000
Fiscal Year 2024: Quarter 2 \$25,000
Fiscal Year 2024: Quarter 3 \$25,000
Fiscal Year 2024: Quarter 4 \$25,000

Fiscal Year 2025: Quarter 1 \$25,000
Fiscal Year 2025: Quarter 2 \$25,000
Fiscal Year 2025: Quarter 3 \$25,000
Fiscal Year 2025: Quarter 4 \$25,000

~~Fiscal Year 2026: Quarter 1 \$25,000~~
~~Fiscal Year 2026: Quarter 2 \$25,000~~
~~Fiscal Year 2026: Quarter 3 \$25,000~~
~~Fiscal Year 2026: Quarter 4 \$25,000~~

For the Amended Renewal Term:

Fiscal Year 2026: Quarter 1 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)
Fiscal Year 2026: Quarter 2 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)
Fiscal Year 2026: Quarter 3 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)
Fiscal Year 2026: Quarter 4 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)

8. Section 9.7 of the Agreement is amended 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 email to the addresses listed below. Notice will be effective upon mailing. The addresses for notice shall 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 ~~Resilient Environment~~ **Public Works and Environmental Services**
Department

Attn: Jennifer Jurado, PhD, Deputy Director
Governmental Center, Room 329B
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR MIAMI-DADE:

Miami-Dade Department of Environmental Resource Management
Attn: Julie Dick, Deputy Chief Resilience Officer
Stephen P. Clark Center
111 NW 1st Street, 12th Floor
Miami, Florida 33128
Email address: Julie.Dick@miamidade.gov

FOR MONROE:

Monroe County Administration
Attn: Rhonda Haag, Chief Resilience Officer
102050 Overseas Highway, Ste. 246
Key Largo, FL 33037
Email address: Haag-Rhonda@MonroeCounty-FL.gov

FOR PALM BEACH:

Palm Beach County Facilities Development & Operations
Attn: Megan Houston, Division Director, Built Environment Risk Reduction
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Email: MSHouston@pbcgov.org

9. Exhibit A-2, ISC Scope of Services for Amended Renewal Term, attached hereto, is hereby incorporated by reference.

10. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second Amendment, incorporates and includes all prior negotiations,

contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this Second Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. Contributing Counties acknowledge that through the date this Second Amendment is executed by the Parties, Contributing Counties have no claims or disputes against Broward with respect to any of the matters covered by the Agreement.

13. The effective date of this Second Amendment shall be October 1, 2025.

14. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: 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 _____, 2025, and Contributing Counties, signing by and through their officials, duly authorized to execute same.

COUNTY

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

AIK/gmb
Second Amendment (DRAFT)
02/24/2023
#

**SECOND 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)

**SECOND 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)

SECOND 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: _____

Sara Baxter, Mayor

Print Name of Witness above

Print Name

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:
Michael Caruso
Clerk of the Circuit Court & Comptroller

By: _____

Deputy Clerk

(CORPORATE SEAL OR NOTARY)

Approved as to Form and Legal Sufficiency

By: Ryan Maher P.
Digitally signed by Ryan Maher P.
DN: DC=org, DC=pbgov, OU=Enterprise, OU=CATT, OU=Users, CN=Ryan Maher P., E=RMaher@pb.gov
Date: 2025.10.27 08:04:11 -0400
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By *[Signature]* ^{MSH}
Department Director

Exhibit A-2 – ISC Scope of Services for Amended Renewal Term

ISC Scope of Services

Support for the Southeast Florida Regional Climate Change Compact Statement of Work for FY2026

In 2009, government leaders from Broward, Miami-Dade, Monroe, and Palm Beach counties came together to form the Southeast Florida Regional Climate Change Compact ("Compact"). For more than 15 years, the Compact counties have demonstrated national leadership through regional collaboration and resilience planning, building the capacity and catalyzing support for coordinated action that safeguards regional assets and economic health. In response to shared vulnerabilities, the Compact has forged partnerships with critical stakeholders, positioned the region for investment and innovation, and enabled the development of a regional voice and vision for future prosperity in Southeast Florida.

Since the inception of the Compact, the Institute for Sustainable Communities ("ISC") has supported the Compact's goals and deliverables through specialized technical expertise, strategic guidance, and contextual knowledge rooted in the region's unique environmental and social landscape. Drawing on its deep background in climate resilience and its longstanding engagement in Southeast Florida, ISC will support the Compact in developing and implementing resilience strategies, enhancing regional coordination, and strengthening the capacity of local governments to respond effectively to climate risks and vulnerabilities.

The details of the services ISC must perform are articulated in the tasks and deliverables set forth below:

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 one and a half (1.5) 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 ("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 ("CLC"), as well as subject matter expert teams and advisory groups, ISC must conduct all tasks in accordance with the Sunshine Law, the Public Records Act, and all other applicable law.

Task 1: Provide Secretariat Services for the 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 Compact; developing meeting agendas in partnership with the CLC and/or chairperson, as appropriate; facilitating communications by Compact partners; assembling requests for Compact support and engagement; and conducting

tasks in accordance with all applicable laws.

Task 1.2: Biannual (2x annually) Compact Strategic Planning Meetings

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

Task 1.3: General Compact Support – Priority Tasks

Representative tasks include: Providing support on short and longer-term tasks as prioritized and assigned by the CLC 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 Compact partners, representative tasks include participation in meetings on behalf of the Compact, collating and disseminating relevant information, issues tracking and reporting, identifying opportunities for Compact positioning and collaborations; implementing the Compact's Annual work plan in collaboration with the CLC and the Contract Administrator, as appropriate, to further the 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. ISC shall pay for a competitively priced event management software solution for the annual Leadership Summit. The Compact website will include a robust Summit page(s) to be used to host all information related to Summit, rather than an external website.

Task 1.5: General Fundraising Support

Representative tasks include: Identifying new grant resources for the Compact (federal, state, or private philanthropy) and coordinating the development of proposals and budgets in partnership with the CLC and Contract Administrator, as appropriate. As appropriate and directed by the Compact, ISC staff will facilitate annual proposal development and submission of the Department of Environmental Protection's Resilient Florida grant. Depending on the structure of the grant application or grant agreement, certain approvals from various County administration or governing boards may be required.

Task 1.6: Compact Subject Matter Expert (SME) Teams Coordination and Support

Representative tasks include: Identifying key regional resilience issues and annual priorities in collaboration with SME teams based on the region's technical needs; developing agendas for participants; scheduling meetings; providing facilitation during the meetings; taking meeting notes, and tracking progress through completion; providing data driven research and analytical

evaluation for strategic decision-making; and supporting the development of bespoke regional resources, tools, and reports, as requested by the Compact partners; 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 (up to two per year)

Representative tasks include: Designing the workshop and agenda; managing logistics; and producing the guidance materials as appropriate and directed, for the Compact website. ISC must pay for all workshop event costs, including zoom webinar subscription costs, ISC staff travel costs, venue, audiovisual equipment, catering, printing, and other miscellaneous costs, as needed. The CLC shall decide on an annual basis if the workshops are to be virtual or in person. During in-person workshops, the CLC shall decide on the distribution of meeting locations to be held among the four Counties, with preference given to rotating meeting locations among each of the Counties.

Task 3: Compact Communications Support

Task 3.1: Compact Website and Compact Currents

Representative tasks include: Providing ongoing support and maintenance to the Compact website; developing new content and pages on the Compact site; developing and delivering Compact Currents, the 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 Compact when appropriate; directing reporters to relevant CLC members or Parties' resilience staff; speaking to reporters on background; developing talking points for Parties with press; tracking all relevant press; and responding to Compact email inquiries, as requested by resilience staff from the Parties and the Contract Administrator, as appropriate.

Task 3.3: Compact Communication Collateral Development and Maintenance

Representative tasks include: Developing and updating templates for Compact presentations for use by Parties; developing and updating Compact fact sheets and other communication pieces as requested by the Parties, or as required by the circumstances.

**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**

This First Amendment ("First Amendment") is entered into by and among Broward County, a political subdivision of the State of Florida ("Broward"), Miami-Dade County, a political subdivision of the State of Florida ("Miami-Dade"), Monroe County, a political subdivision of the State of Florida ("Monroe"), and Palm Beach County, a political subdivision of the State of Florida ("Palm Beach") (collectively referred to as the "Parties" and when excluding Broward, the "Contributing Counties").

RECITALS

A. The Parties entered into 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, effective as of January 1, 2021 (the "Agreement"), to provide cost sharing support for the Institute for Sustainable Communities, a Vermont not-for-profit corporation, registered to do business in the State of Florida ("ISC"), that has provided coordination and facilitation services to the Parties since 2011 to advance the aims of the Southeast Florida Regional Climate Change Compact ("Compact").

B. Southeast Florida is one of the most vulnerable areas in the country to the impacts of climate change.

C. The Parties adopted the Compact in 2009. Since adopting the Compact, the Parties, in recognition of the benefits of regional coordination, have worked with one another and numerous other stakeholders to address climate change at the regional level.

D. Section 1.7 and Exhibit A of the Agreement specify the services required to be performed by Broward on behalf of the Parties.

E. The Agreement is scheduled to terminate at 11:59 PM on January 1, 2024 ("Term"). The Agreement provides that the Term may be extended by the Parties by written instrument prepared with the same formality as the Agreement and executed by the Board (as defined in the Agreement) and the Contributing Counties.

F. Article 4 of the Agreement specifies the terms for compensation to Broward.

G. The Parties, agreeing that it is in their best interest to continue working with one another to continue to address climate change at the regional level, now desire to amend the Agreement (i) to revise the services to be rendered by Broward; (ii) to extend the Term by three (3) years; (iii) to revise the amount that the Contributing Counties will pay Broward during the extended Term; and (iv) to make other necessary housekeeping amendments to the Agreement.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 1.3 of the Agreement is amended as follows:

1.3 Contract Administrator. The Deputy Director of the Broward County ~~Environmental Protection and Growth Management~~ **Resilient Environment** Department.

4. Section 1.7 of the Agreement is amended as follows:

1.7 Services. All work required of ISC by Broward on behalf of the Parties under an agreement between Broward and ISC, including, without limitation, all deliverables, consulting, training, project management, payments, and other services specified in **Exhibit A for the Initial Term (as hereinafter defined), and Exhibit A-1 for the Renewal Term (as hereinafter defined).**

5. Section 2.1 of the Agreement is amended as follows:

2.1 **Payment to ISC for Coordination and Facilitation Services during the Term.**

2.1.1 Initial Term. During the Initial Term (as hereinafter defined), Broward shall pay ISC for coordination and facilitation services for the Compact pursuant to an agreement between Broward and ISC for such services ("ISC Coordination and Facilitation Services Agreement"). Upon receipt of an invoice pursuant to section 4.2 of this Agreement, Contributing Counties agree to each remit up to Two Hundred Seventy-Five Thousand Dollars (\$275,000) to Broward to be used as their share of costs Broward will incur pursuant to the ISC Coordination and Facilitation Services Agreement, **as amended.** All Parties agree to contribute equal amounts, within the dollar limits of this Agreement. To this end, Broward agrees to also remit up to Two Hundred Seventy-Five Thousand (\$275,000) to ISC for Services under the ISC Coordination and Facilitation Services Agreement, **as amended,** and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A.

2.1.2 Renewal Term. During the Renewal Term (as herein after defined), Broward shall pay ISC for coordination and facilitation services for the Compact pursuant to the ISC Coordination and Facilitation Services Agreement, as amended. Upon receipt of an invoice pursuant to section 4.2 of this Agreement, Contributing Counties agree to each remit up to Three Hundred Thousand Dollars (\$300,000) to Broward to be used as their share of costs Broward will incur pursuant to the ISC Coordination and Facilitation Services Agreement, as amended. All Parties agree to contribute equal amounts, within the dollar limits of this Agreement. To this end, Broward agrees to also remit up to Three Hundred Thousand (\$300,000) to ISC for Services under the ISC Coordination and Facilitation Services Agreement, as amended, and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A-1.

6. Article 3 of the Agreement is amended as follows:

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on January 1, 2021, and shall end at 11:59 PM on January 1, 2024 ("**Initial Term**"). **The Initial Term shall be extended to end at 11:59 p.m. on January 1, 2027 ("Renewal Term") (the Initial Term and Renewal Term are collectively referred to as the "Term").** The continuation of this Agreement beyond the end of the Parties' fiscal years is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. The failure of any party to budget or appropriate sufficient funds for this Agreement shall constitute additional grounds any other party to terminate this Agreement pursuant to the procedures in sections 7.3 and 7.4 of this Agreement. Any extensions of time beyond the Term shall require an amendment to this Agreement, pursuant to the requirements for amendments stated herein.
- 3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than ~~January 31, 2024~~ **January 31, 2027, at 11:59 PM.** Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

7. Article 4 of the Agreement is amended as follows:

ARTICLE 4. COMPENSATION

- 4.1 **Payment to Broward.**
- 4.1.1** For the **Initial** Term, Contributing Counties will pay Broward up to a maximum amount as follows:

...

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

<u>Services/Goods</u>	<u>Not-To-Exceed Amount</u>
<u>Miami-Dade</u>	<u>\$300,000</u>
<u>Monroe</u>	<u>\$300,000</u>
<u>Palm Beach</u>	<u>\$300,000</u>
<u>TOTAL NOT TO EXCEED</u>	<u>\$900,000</u>

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 Broward may submit invoices for compensation to Contributing Counties no more often than quarterly, but only after the Services for which the invoices are submitted have been completed by ISC. Contributing Counties agree to pay Broward by check or electronic funds transfer no later than thirty (30) days from receipt of Broward's invoices at:

Broward County Board of County Commissioners
Attn: Jennifer Jurado, PhD, Deputy Director, ~~Environmental Protection and Growth Management~~ **Resilient Environment** Department, and Chief Resilience Officer
Governmental Center, Suite 329B
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

For the Initial Term:

...

For the Renewal Term:

Fiscal Year 2024: Quarter 1 \$25,000
Fiscal Year 2024: Quarter 2 \$25,000
Fiscal Year 2024: Quarter 3 \$25,000
Fiscal Year 2024: Quarter 4 \$25,000

Fiscal Year 2025: Quarter 1 \$25,000
Fiscal Year 2025: Quarter 2 \$25,000
Fiscal Year 2025: Quarter 3 \$25,000
Fiscal Year 2025: Quarter 4 \$25,000

Fiscal Year 2026: Quarter 1 \$25,000
Fiscal Year 2026: Quarter 2 \$25,000
Fiscal Year 2026: Quarter 3 \$25,000
Fiscal Year 2026: Quarter 4 \$25,000

8. Section 9.7 of the Agreement is amended 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 email to the addresses listed below. Notice will be effective upon mailing. The addresses for notice shall 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 Protection and Growth Management~~ **Resilient Environment** Department
Attn: Jennifer Jurado, PhD, Deputy Director
Governmental Center, Room 329B
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR MIAMI-DADE:

Miami-Dade Office of Resilience, Regulatory & Economic Resources Department
Attn: ~~Nichole Hefty~~ **Kimberly Brown**, Deputy Resilience Officer
Stephen P. Clark Center
111 NW 1st Street, 12th Floor
Miami, Florida 33128
Email address: ~~Nichole.Hefty@miamidade.gov~~ **Kimberly.Brown@miamidade.gov**

FOR MONROE:

Monroe County Administration
Attn: Rhonda Haag, Chief Resilience Officer
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

9. Exhibit A-1, ISC Scope of Services for Renewal Term, attached hereto, is hereby incorporated by reference.

10. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. Contributing Counties acknowledge that through the date this First Amendment is executed by the Parties, Contributing Counties have no claims or disputes against Broward with respect to any of the matters covered by the Agreement.

13. The effective date of this First Amendment shall be the date of complete execution by the Parties.

14. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 7th day of September, 2023, and Contributing Counties, signing by and through their officials, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

____ day of _____, 20__

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

ALEXIS MARRERO- By KORATICH	Digitally signed by ALEXIS MARRERO-KORATICH Date: 2023.12.01 10:42:36 -05'00'
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Alexis I. Marrero Koratich (Date)
Assistant County Attorney

MAITE By AZCOITIA	Digitally signed by MAITE AZCOITIA Date: 2023.12.01 11:10:04 -05'00'
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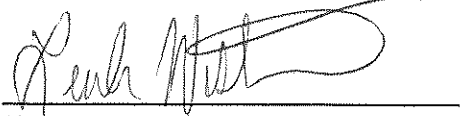
Maite Azcoitia (Date)
Deputy County Attorney

AIK/gmb
First Amendment
07/19/2023

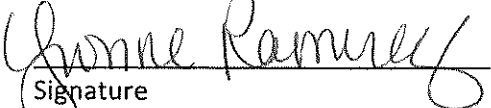
FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,
MIAMI-DADE COUNTY, MONROE COUNTY, AND PALM BEACH COUNTY FOR COST SHARE
SUPPORT OF SERVICES FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT

MIAMI-DADE

WITNESSES:

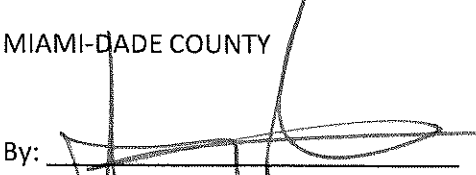

Signature

Leah Weston
Print Name of Witness above


Signature

Yvonne Ramirez
Print Name of Witness above

MIAMI-DADE COUNTY

By: 
Authorized Signatory
JIMENA MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

Print Name and Title
15th day of November, 2023

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

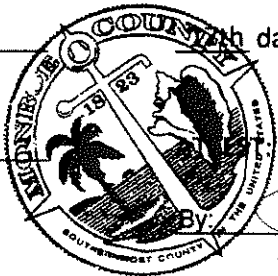
Print Name of Witness above

Mayor Craig Cates
Print Name and Title

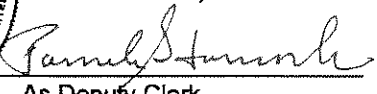
Signature

____th day of May, 2023

Print Name of Witness above

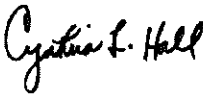


KEVIN MADOK, CLERK


As Deputy Clerk

(CORPORATE SEAL OR NOTARY)

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 5-2-2023



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

R2023 0970

JUL 11 2023

PALM BEACH

PALM BEACH COUNTY

By: _____

Gregg K. Weiss, Mayor
Gregg Weiss

Approved as to Form and Legal Sufficiency

By: _____

County Attorney

Print Name _____

____ day of JUL 11 2023, 20____

APPROVED AS TO TERMS AND CONDITIONS

By: _____

Department Director

ATTEST:

Joseph Abruzzo,
Clerk and Comptroller

By: _____

Deputy Clerk

(CORPORATE SEAL OR NOTARY)

Exhibit A-1 – ISC Scope of Services for Renewal Term

Support for the Southeast Florida Regional Climate Change Compact Statement of Work for FY2024 – 2026

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 ("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 ("CLC"), as well as subject matter experts teams 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 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 Compact; developing meeting agendas in partnership with the CLC and/or chairperson, as appropriate; facilitating communications by Compact partners; assembling requests for Compact support and engagement; and conducting tasks in accordance with all applicable laws.

Task 1.2: Biannual (2x annually) Compact Retreats

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

Task 1.3: General Compact Support – Priority Tasks

Representative tasks include: Providing support on short and longer-term tasks as prioritized and assigned by the CLC 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 Compact partners; developing an annual Compact work plan in collaboration with the CLC and the Contract Administrator, as appropriate, to guide 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. ISC shall pay for a competitively priced event management software solution for the annual Leadership Summit. The Compact website will include a robust Summit page(s) to be used to host all information related to Summit, rather than an external website.

Task 1.5: General Fundraising Support

Representative tasks include: Identifying new grant resources for the Compact (federal, state, or private philanthropy) and coordinating the development of proposals and budgets in partnership with the CLC and Contract Administrator, as appropriate. As appropriate and directed by the Compact, ISC staff will facilitate annual proposal development and submission of the Department of Environmental Protection's Resilient Florida grant. Depending on the structure of the grant application or grant agreement, certain approvals from various County administration or governing boards may be required.

Task 1.6: Compact Subject Matter Expert (SME) Teams Coordination and Support

Representative tasks include: Identifying key issues and annual priorities in collaboration with SME teams; developing agendas for participants; scheduling meetings and, upon request, providing facilitation during the meetings; taking meeting notes, and tracking progress through completion; providing research, analysis, and specific 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 (up to three per year)

Representative tasks include: Designing the workshop and agenda; managing logistics; and producing the guidance materials as appropriate and directed, for the Compact website. ISC must pay for all workshop event costs, including zoom webinar subscription costs, ISC staff travel costs, venue, audiovisual equipment, catering, printing, and other miscellaneous costs, as needed. The CLC shall decide on an annual basis if the workshops are to be virtual or in person. During in person workshops, the CLC shall decide the distribution of meeting locations to be held among the four Counties, with preference given to rotating meeting locations among each of the Counties.

Task 2.2: RCAP Resources and Guidance Products

Representative tasks include: Developing and providing continual updates to an online library of curated and reviewed resources to accompany RCAP recommendations. Additionally, at the Compact's request, ISC will develop RCAP Implementation Guidance Products to support workshop topics, reports that compile all resources provided by workshop speakers on a given topic, as well as additional case studies, technical information, tools, policy guidance, or useful information to support implementation of recommendations. Guidance products will be posted

on the Compact website.

Task 3: Compact Climate Assessment Tool (C-CAT)

Representative tasks include: Continuously improving and updating the annual C-CAT survey, as appropriate in partnership with the CLC, administering the annual survey process, analyzing survey data to monitor annual trends, and producing the annual C-CAT regional snapshot published on the Compact's website.

Task 4: Southeast Florida Climate Indicators

Representative tasks include: Working with the CLC and a SME team to prepare and update the Climate Indicators data that provides clear evidence of the climate change occurring in the region; schedule meetings, help develop agendas in partnership with the SME lead, and upon request, providing facilitation, taking meeting minutes, and tracking progress through completion; providing additional support, as requested by the SME team; resilience staff from the Parties, and the Contract Administrator, as appropriate; and conducting all meetings in accordance with applicable law.

Task 5: Inflation Reduction Act (IRA) Funding Support

Representative task include: Working with the CLC and SME team to identify and provide information regarding IRA funding opportunities that align with local government climate action priorities in the region; identifying opportunities for the Compact to provide capacity-building support to local governments and other stakeholders to maximize potential IRA impact in the region; providing logistical and facilitation support as needed; scheduling meetings and exploring partnerships with key stakeholders and partners, if requested.

Task 6: Compact Communications Support

Task 6.1: Compact Website and Compact Currents

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

Task 6.2: Press/Media Relations and External Inquiries Support

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

Task 6.3: Compact Communication Collateral Development and Maintenance

Representative tasks include: Developing and updating templates for Compact presentations for use by Parties; developing and updating Compact fact sheets 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 six 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 the 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 29.61% percent of its modified total direct cost base.



October 27, 2022

Ms. Tyra Lovato
Senior Finance Manager/Controller
Institute for Sustainable Communities (ISC)
535 Stone Cutters Way
Montpelier, Vermont 05602

Dear Ms. Lovato,

The Overhead, Special Cost and Closeout Branch of the Office of Acquisition and Assistance within the Management Bureau is the central unit authorized to negotiate indirect cost rates with concerns awarded contracts, grants or cooperative agreements by the U.S. Agency for International Development (USAID).

Enclosed is the USAID Negotiated Indirect Cost Rate Agreement (NICRA) for the appropriate official in your organization to sign. The NICRA sets the final indirect cost rates for the fiscal year ending September 30, 2020, and establishes provisional indirect cost rates for the period beginning October 1, 2020, until amended.

Note that these indirect cost rates apply to all flexible-priced awards/contracts incorporating provisional indirect cost rates. For awards that incorporate these rates, you are directed within 120 days to take the necessary actions to adjust your invoices or financial expenditure reports (SF-425) for the difference between the billed indirect rates (provisional and final) in the NICRA. Further, be aware that the NICRA does not change any monetary ceiling, obligation or specific cost allowance or disallowance provided for in each award between the parties. Therefore, care needs to be taken to ensure that amounts claimed do not exceed award limitations or indirect cost rate ceilings.

Please print and sign the attached electronic copy of the NICRA. Retain one signed copy and email a signed copy to Contract Specialist Rami Khyami at rkhyami@usaid.gov at your earliest convenience. If you prefer, send a signed copy of the NICRA to me at the following address: M/OAA/CAS/OCC, UA, Room 10.3.1A, USAID, 1300 Pennsylvania Ave., NW, Washington, DC 20523-7802.

If you have any questions concerning the above, please contact (Rami Khyami) at (202) 916- 2557.

Sincerely,

Eugenia L. Brown
Agreement Officer
Overhead, Special Cost and Closeout Branch
Cost, Audit and Support Division
Office of Acquisition and Assistance
Management Bureau

Enclosure: USAID NICRA

U.S. Agency for International Development
1300 Pennsylvania Avenue, NW
Washington, DC 20523
www.usaid.gov



NEGOTIATED INDIRECT COST RATE AGREEMENT

October 27, 2022

Institute for Sustainable Communities (ISC)
535 Stone Cutters Way
Montpelier, Vermont 05602

The rates approved in this Agreement are for use on grants, contracts and other agreements with the Federal Government to which 2 Code of Federal Regulations (CFR) 200 applies, subject to the conditions in section II.A, below. The rate(s) were negotiated by the U.S. Agency for International Development in accordance with the authority contained in Appendix IV, Paragraph C.2(a) of the CFR.

SECTION I: NEGOTIATED INDIRECT COST RATES

TYPE	EFFECTIVE PERIOD		INDIRECT COST RATES	
	FROM	THROUGH	FRINGE BENEFITS (a)	OVERHEAD (b)
Final	10-01-19	09-30-20	26.62%	29.27%
Provisional	10-01-20	Until Amended	27.27%	29.61%

Base of Application

- (a) Total labor dollars excluding national in-country staff salaries, expatriate allowances, relocation allowances, and temporary staff
- (b) Total costs excluding overhead expenses, donated services, and sub-awards over \$25,000 per each subaward

U.S. Agency for International
Development 1300 Pennsylvania
Avenue, NW Washington, DC
20523
www.usaid.gov



R2018 0201

MAR 13 2018

**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 Agreement ("Agreement") is made and entered into by and among Broward County ("Broward"), Miami-Dade County ("Miami-Dade"), Monroe County ("Monroe"), and Palm Beach County ("Palm Beach"), political subdivisions of the State of Florida, (collectively referred to as the "Parties" and, when excluding Broward, the "Contributing Counties").

Recitals

- A. WHEREAS, Southeast Florida is one of the most vulnerable areas in the country to the impacts of climate change; and
- B. WHEREAS, the Parties adopted the Southeast Florida Regional Climate Change Compact ("Compact") in 2009; and
- C. WHEREAS, since adopting the Compact, the Parties have worked with one another and numerous other stakeholders to address climate change at the regional level; and
- D. WHEREAS, in the eight years since the Compact was adopted, the Parties and other stakeholders successfully completed a 110 recommendation Regional Climate Action Plan and a significant update to this plan after a five-year implementation period, a unified sea level rise projection for Southeast Florida, a regional greenhouse gas emissions inventory, a regional vulnerability analysis, joint annual state and federal legislative programs, planning and execution of nine Regional Climate Leadership Summits, and other joint activities, earning significant national and international attention; and
- E. WHEREAS, the Parties have recognized the benefits of regional coordination since the adoption of the Compact; and
- F. WHEREAS, the Institute for Sustainable Communities, a Vermont not-for-profit corporation registered to do business in the State of Florida ("ISC"), has provided coordination and facilitation services to the Parties since 2011 to advance the aims of the Compact; and
- G. WHEREAS, the Kresge Foundation ("Kresge") has committed to contribute \$500,000 to ISC for coordination and facilitation services for the Compact for calendar years 2018 through 2020, to further augment Compact implementation; and
- H. WHEREAS, the Parties desire to continue to engage ISC to provide coordination and facilitation services; and

- I. WHEREAS, the Parties acknowledge that a contract for services with ISC would be most efficiently retained and supervised by one county; and
- J. WHEREAS, the Parties desire to enter into this Agreement for cost-sharing support of ISC.

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

ARTICLE 1. DEFINITIONS

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator**. The Director of the Broward County Environmental Planning and Community Resilience Division.
- 1.3 **County Administrator**. The administrative head of Broward appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for Broward appointed by the Board.
- 1.5 **Services**. All work required of ISC by Broward on behalf of the Parties under an agreement between Broward and ISC, including without limitation all deliverables, consulting, training, project management, payments, and other services specified in Exhibit A.

ARTICLE 2. OBLIGATIONS OF PARTIES

- 2.1 Contributing Counties agree to each remit up to \$150,000 to Broward as their share of costs based on an invoice from Broward, which Broward shall pay to ISC pursuant to the Agreement between Broward County and Institute for Sustainable Communities for Coordination and Facilitation Services for the Southeast Florida Regional Climate Change Compact. The money remitted to Broward will be used to pay ISC as coordinator and facilitator of the Compact. Broward agrees to also remit up to \$150,000 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.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on March 1, 2018, and shall end at 11:59 PM on February 28, 2021 ("Term"). The continuation of this Agreement beyond the end of any of the Parties' fiscal years is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. The failure of any party to budget or appropriate sufficient funds for this Agreement shall constitute additional grounds for any other party to terminate this Agreement pursuant to the procedures in Sections 7.3 and 7.4 of this Agreement. Any extensions of time beyond the Term shall require an

amendment to this Agreement, pursuant to the requirements for amendments stated herein.

- 3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than February 28, 2021. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

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

Services/Goods	Not-To-Exceed Amount
Miami-Dade	\$150,000
Monroe	\$150,000
Palm Beach	\$150,000
TOTAL NOT TO EXCEED	\$450,000

4.2 METHOD OF BILLING AND PAYMENT

- 4.2.1 Broward may submit invoices for compensation to Contributing Counties no more often than quarterly, but only after the Services for which the invoices are submitted have been completed by ISC. Contributing Counties agree to pay Broward by check or electronic funds transfer no later than thirty (30) days from receipt of Broward's invoices at:

Broward County Board of County Commissioners
Attn: Jennifer Jurado, PhD, Director, Environmental Planning and
Resilience Division, and Chief Resilience Officer
Governmental Center, Suite 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

- 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	\$12,500
2020: Calendar Quarter 2	\$12,500
2020: Calendar Quarter 3	\$12,500
2020: Calendar Quarter 4	\$12,500

ARTICLE 5. GOVERNMENTAL IMMUNITY

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes by any of the Parties or shall be construed as impacting or modifying the protections set forth therein except to the extent otherwise required under applicable Florida law. In addition, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6. INSURANCE

Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Parties with written verification of liability protection in accordance with state law upon request by a party subject to this Agreement.

ARTICLE 7. TERMINATION

- 7.1 This Agreement may be terminated for cause by an aggrieved party if a party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by Broward, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by Broward's County Administrator upon such notice as Broward's County Administrator deems appropriate under the circumstances in the event Broward's County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If Broward erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at Broward's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, submission for payment of false or incorrect bills or invoices or failure to promptly make payment pursuant to invoices. This Agreement may be terminated for convenience by any party to this Agreement if ISC is placed on the Scrutinized Companies with Activities

in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if ISC provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Broward's County Administrator, which Broward's County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated by any party pursuant to the provisions of this Agreement, Broward shall be paid in accordance with Article 4 for any Services performed under the agreement with ISC so that Broward may pay ISC through the termination date specified in the written notice of termination. Broward shall notify ISC to refrain from performing further Services or incurring additional expenses under the terms of its agreement with ISC. In the event that Broward, in its sole discretion, determines ISC is not entitled to payment for Services and elects to not pay ISC for particular Services, Broward shall refund each Contributing County its *pro rata* share of money received by Broward that will not be paid to ISC. Contributing Counties acknowledge that they have received good, valuable, and sufficient consideration from Broward, the receipt and adequacy of which are hereby acknowledged by Contributing Counties, for Broward's right to terminate this Agreement for convenience.

ARTICLE 8. EEO COMPLIANCE

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by any party to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit any other party to terminate this Agreement or to exercise any other remedy provided under applicable law, all such remedies being cumulative.

ARTICLE 9. MISCELLANEOUS

- 9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Broward and, if ISC has claimed a copyright, ISC has agreed to grant Broward a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public, which license Broward agrees to grant to and share with Contributing Counties.
- 9.2 Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes. To the extent ISC is a subcontractor acting on behalf of the Parties pursuant to Section

119.0701, Florida Statutes, Broward's agreement with ISC shall contain any language required pursuant to Section 119.0701, Florida Statutes.

- 9.3 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied by the Parties to each other and the Parties certify that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.
- 9.4 Public Entity Crime Act. Each of the Parties represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each of the Parties further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation made by a party pursuant to this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement.
- 9.5 Independent Contractor. Parties are independent contractors under this Agreement. In providing services under this Agreement, neither Broward nor its agents shall act as officers, servants, employees, or agents of Contributing Counties. Contributing Counties and each entity's agents shall not act as officers, servants, employees, or agents of Broward. Broward shall have control of the work performed by Broward in accordance with the terms of this Agreement and of all persons performing the same, and Broward shall be responsible for the acts and omissions of its officers, agents, servants, and employees, if any. None of the Parties shall have the right to bind any other party to any obligation not expressly undertaken under this Agreement.

ISC is an independent contractor under its agreement with Broward. The agreement for Services between ISC and Broward provides that neither ISC nor its agents shall act as officers, employees, or agents of Parties. Contributing Counties recognize that ISC shall not have the right to bind Parties to any obligation. Broward shall not be responsible to Contributing Counties for any adverse actions taken by ISC, unless caused by the sole negligence of Broward or Broward's employees.

- 9.6 Third Party Beneficiaries. Neither Contributing Counties nor Broward intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any party based upon this Agreement. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise,

except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

- 9.7 Notices. In order 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 and shall be effective upon mailing. The addresses for notice shall 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

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 Administration
Attn: Director, Office of Resilience
Board of County Commissioners, Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401
Email address: ResilientPBC@pbcgov.org

- 9.8 Assignment and Performance. Except for the ISC subcontracting approved in writing by the Parties at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered without the prior written consent of the

Parties. If any party violates this provision, any other party shall have the right to immediately terminate this Agreement.

- 9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Each of the Parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.10 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 9.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.
- 9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 9.14 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.
- 9.15 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with

this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY ANY OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF ALL OTHER PARTIES IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

- 9.16 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Contributing Counties or others delegated authority or otherwise authorized to execute same on their behalf.
- 9.17 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 9.18 Payable Interest
- 9.18.1 Payment of Interest. Each of the Parties shall not be liable to pay any interest to any of the other Parties for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof each of the Parties waive, reject, disclaim, and surrender any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.
- 9.18.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by any of the Parties under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

- 9.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 9.20 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 9.21 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 9.22 Contingency Fee. Each of the Parties represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for a party, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 9.23 Use of Broward Logo. Contributing Counties shall not use Broward's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of Broward. Broward consents to use of its name and logo in marketing and publicity materials related to the Compact by the Contributing Counties.
- 9.24 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 20 day of MARCH, 2018, and Contributing Counties, signing by and through their officials, duly authorized to execute same.

BROWARD

ATTEST:

Betha H
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: [Signature]
18th day of July, 2018.

Insurance requirements approved by
Broward County
Risk Management Division:

By: Tim Crowley
Name: Tim Crowley
Title: Property Specialist

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: Benjamin Crego 07/17/18
Benjamin B. Crego (Date)
Assistant County Attorney

By: [Signature] 7/17/18
Maite Azcoitia (Date)
Deputy County Attorney



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:

Shirley L. Jones
Signature

Shirley L. Jones
Print Name of Witness above

Sonia Grace
Signature

Sonia Grace
Print Name of Witness above

MIAMI-DADE COUNTY

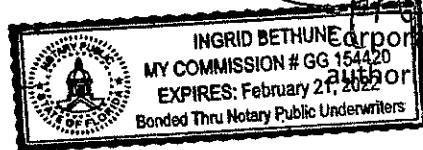
By: [Signature]
Authorized Signor

Jack Osterholt, Deputy Mayor
Print Name and Title

8 day of June, 2018

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest



(CORPORATE SEAL OR NOTARY)

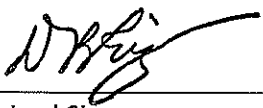
INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY,
MONROE COUNTY, AND PALM BEACH COUNTY FOR COST SHARE SUPPORT OF SERVICES FOR
THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT

MONROE

WITNESSES:

MONROE COUNTY

Signature

By: 

Authorized Signor

Print Name of Witness above

David Rice, Mayor

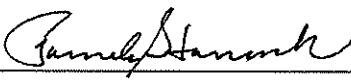
Print Name and Title

Signature

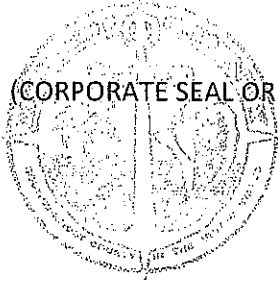
2nd day of March, 20 18

Print Name of Witness above

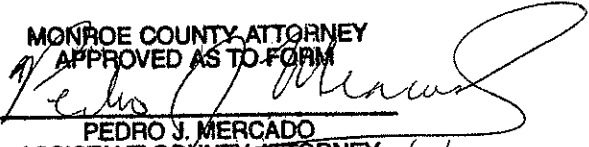
ATTEST: KEVIN MADOK, CLERK


Corporate Secretary or other person
authorized to attest Deputy Clerk

(CORPORATE SEAL OR NOTARY)



MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 4/5/18

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 R2018 0201

WITNESSES:

Glerdia Y. Harvey
Signature

Glerdia Y. Harvey
Print Name of Witness above

Timothy Montiglio
Signature

TIMOTHY MONTIGLIO
Print Name of Witness above

Approved as to Form and Legal Sufficiency
By: [Signature]
County Attorney

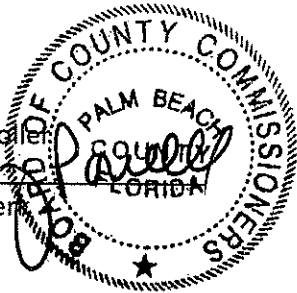
PALM BEACH COUNTY

By: Melissa McKinlay
Mayor

Melissa McKinlay
Print Name

____ day of MAR 13 2018

ATTEST:
Sharon R. Bock
Clerk and Comptroller
By: [Signature]
Deputy Clerk



(CORPORATE SEAL OR NOTARY)

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Department Director
Deputy County Administrator

Exhibit A – ISC Scope of Services



Support for the Southeast Florida Regional Climate Change Compact Statement of Work for 2018 - 2020 |

The Institute for Sustainable Communities ("ISC") shall provide a level of effort and time per year that will not be less than the equivalent of two (2) full-time employees during the contracted period. This level of effort will combine the time and expertise of ISC staff to provide services to the 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. The details of the services ISC shall perform are articulated in the tasks and deliverables set forth below.

Task 1: Provide Secretariat Services for the Compact

Task 1.1: Bi-weekly Staff Steering Committee Call Support

Representative tasks include: Identifying key strategic and management issues for the ongoing success of the Compact, developing the bi-weekly agenda in partnership with the Staff Steering Committee ("SSC"), compiling hot topics for discussion with the Compact, facilitating communications between Compact partners, and assembling requests for Compact support and engagement.

Task 1.2: Biannual (2x annually) Staff Steering Committee Retreats

Representative tasks include: Identifying key strategic and management issues for the ongoing success of the Compact; providing strategic advice to the SSC; developing the retreat agenda in partnership with the SSC.

Task 1.3: General Compact Support – Priority Tasks:

Representative tasks include: Providing support on short and longer-term tasks as prioritized and assigned by the SSC 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 Compact partners.

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 Compact (federal, state, or private philanthropy) and coordinating the development of proposals and budgets in partnership with the SSC.

Task 2: Provide implementation support for the Regional Climate Action Plan ("RCAP") 2.0

Task 2.1: RCAP Implementation Workshops (two per year)

Representative tasks include: Designing the workshop and agenda; managing logistics; and producing the guidance materials from the RCAP for the Compact website.

Task 3: Compact Communications Support

Task 3.1: Compact Website and Compact Currents

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

Deliverables

ISC shall 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 SSC.

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.

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NEGOTIATED INDIRECT COST RATE AGREEMENT

September 29, 2017

ORGANIZATION

Institute for Sustainable Communities
535 Stone Cutters Way
Montpelier, Vermont 05602

The rates approved in this Agreement are for use on grants, contracts and other agreements with the Federal Government to which OMB Circular A-122 applies, subject to the conditions in section II.A, below. The rate(s) were negotiated by the U.S. Agency for International Development in accordance with the authority contained in Attachment A, Section E.2.(a), of the Circular. Effective December 26, 2014, the authority contained in Appendix IV, Section C.2.a., of 2 Code of Federal Regulations (CFR) 200 applies.

SECTION I: NEGOTIATED INDIRECT COST RATES

TYPE	EFFECTIVE PERIOD		INDIRECT COST RATES	
	FROM	THROUGH	FRINGE BENEFITS (a)	OVERHEAD (b)
Final	10-01-14	09-30-15	30.93%	29.14%
Final	10-01-15	09-30-16	30.97%	29.66%
Provisional	10-01-16	Until Amended	35.00%	28.00%

Base of Application

- (a) Total labor dollars excluding national in-country staff salaries, expatriate allowances, relocation allowances and temporary staff
- (b) Total costs excluding overhead expenses, donated services and subawards in excess of \$25,000 per each subaward

U.S. Agency for International Development
1300 Pennsylvania Avenue, NW
Washington, DC 20523
www.usaid.gov

SECTION II: GENERAL

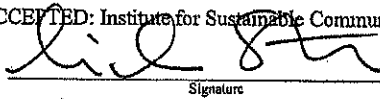
- A. **LIMITATIONS:** Use of the rate(s) contained in this Agreement is subject to all statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
1. That no costs other than those incurred by the grantee/contractor or allocated to the grantee/contractor via an approved central service cost allocation plan were included in its indirect cost rate proposal and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles,
 2. That the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) to herein is not subsequently found to be materially inaccurate,
 3. That the same costs that have been treated as indirect costs have not been claimed as direct costs, and
 4. That similar types of costs have been accorded consistent treatment.
- B. **ACCOUNTING CHANGES:** The grantee/contractor is required to provide written notification to the indirect cost negotiator prior to implementing any changes which could affect the applicability of the approved rates. Any changes in accounting practice to include changes in the method of charging a particular type of cost as direct or indirect and changes in the indirect cost allocation base or allocation methodology require the prior approval of the Office of Overhead, Special Cost and Closeout (OCC). Failure to obtain such prior written approval may result in cost disallowance.
- C. **NOTIFICATION TO FEDERAL AGENCIES:** A copy of this document is to be provided by this organization to other Federal funding sources as a means of notifying them of the Agreement contained herein.
- D. **PROVISIONAL-FINAL RATES:** The grantee/contractor must submit a proposal to establish a final indirect cost rate within nine months after its fiscal year end. Billings and charges to Federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

E. SPECIAL REMARKS:

1. Indirect costs charged to Federal grants/contracts by means other than the rate(s) cited in the agreement should be adjusted to the applicable rate(s) cited herein which should be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
2. Grants/contracts providing for ceilings as to the indirect cost rate(s) or amount(s), which are indicated in Section I above, will be subject to the ceilings stipulated in the grant, contract or other agreement. The ceiling rate(s) or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the grant or contract agreement.
3. The rates hereby approved are subject to periodic review by the Government at any time their use is deemed improper or unreasonable. You are requested to advise the Government promptly of any circumstances, which could affect the applicability of the approved rates.
4. You are directed to submit adjustment or final financial expenditure reports (SF-425) for all flexibly priced grants and other agreements; or adjustment or final vouchers for all flexibly priced contracts within 120 days after settlement of the final annual indirect cost rates. Audit adjustments should be clearly delineated so as to be readily identifiable for verification by this office. Care should be taken that amounts claimed do not exceed award limitations or indirect cost rate ceilings. USAID will deobligate any remaining funds if the required financial expenditure reports or vouchers are not submitted within 120 days. Once the money is de-obligated, it will not be reinstated.

ACCEPTED: Institute for Sustainable Communities

By:



Signature

NICHOLAS STEVENS

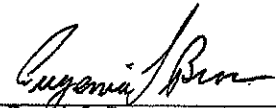
Printed or Typed Name

VP, FINANCE & OPERATIONS

Title

10/04/17

Date



Eugenia L. Brown
Agreement Officer
Overhead, Special Cost and Closeout Branch
Cost, Audit and Support Division
Office of Acquisition and Assistance
U.S. Agency for International Development