

MEMORANDUM

Agenda Item No. 8(L)(1)

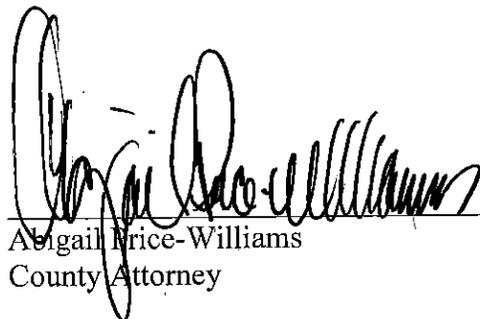
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between Broward, Palm Beach, Miami-Dade, and Monroe Counties, where such agreement provides that each of the four counties will provide \$100,000.00 over a two-year period for services related to the Southeast Florida Regional Climate Change Compact by the institute for sustainable communities and where Broward County will officially retain and supervise institute for sustainable communities on behalf of the four counties; and authorizing the County Mayor to execute the attached Interlocal Agreement and approve extensions of time if requested

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Abigail Price-Williams
County Attorney

APW/lmp

Memorandum



Date: July 6, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Subject: Resolution Approving and Authorizing the Execution of an Interlocal Agreement to Retain the Institute for Sustainable Communities for Coordination and Facilitation Services for the Southeast Florida Regional Climate Change Compact

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to execute an Interlocal Agreement (Agreement) with Broward, Palm Beach, and Monroe counties to share costs related to services provided to the Southeast Florida Regional Climate Change Compact (Compact). More specifically, the Agreement, which is attached to the resolution, does the following:

- commits Miami-Dade County, along with Broward, Palm Beach and Monroe counties, to contribute \$100,000 each over a two-year period (\$50,000 each year for two (2) years) to retain the Institute for Sustainable Communities for coordination and facilitation services, as referenced in the Scope of Services (Exhibit A to the Agreement); and
- designates Broward County to officially retain and supervise the Institute for Sustainable Communities on behalf of the Compact.

Scope

The Compact's work encompasses and benefits the entire Southeast Florida region, and, therefore, has a countywide impact.

Fiscal Impact/Funding Source

This Agreement commits Miami-Dade County to provide \$50,000 annually over the next two (2) years, for a total of \$100,000, to fund continued support and engagement of the Institute for Sustainable Communities. The annual \$50,000 allocation will be absorbed in the operating budget of the Office of Resilience in the Department of Regulatory and Economic Resources, (Index Code PEOFFRES, Subobject 21030).

This resolution would also allow extensions of this Agreement, provided that any additional County funding is authorized in the annual budget adopted by the Board or by separate resolution.

Track Record / Monitor

James F. Murley, Chief Resilience Officer in the Office of Resilience within the Regulatory and Economic Resources Department, will be responsible for monitoring the two-year Agreement and its associated activities.

Background

The success of the Compact has been underpinned since its inception by the coordination and facilitation services provided by the Institute for Sustainable Communities and/or staff currently employed by the Institute for Sustainable Communities. These efforts have included coordinating and facilitating meetings for the Compact; facilitating workshops with stakeholders; preparing a four-county regional greenhouse gas emissions inventory and assessment; participating in the planning and execution of each of the seven annual Regional Climate Leadership Summits convened to date; creating and managing the Compact website; developing the Regional Climate Action Plan; coordinating the Regional Climate Action Plan implementation workshops and Resilient Redesign

adaptation strategy charrettes; writing and editing grant proposals; conducting a municipal implementation survey; facilitating communication among Compact partners; providing a webinar platform for the Compact's use, development and maintenance of the Compact's website; and providing remote and on-site support for various Compact activities.

Staff from the Institute for Sustainable Communities are intimately familiar with the individuals, issues, priorities, and processes relating to the Compact's history, progress, and needs. Their valued advice, mediation skills, and leadership have helped to guide the Compact's process and are acknowledged by the Compact partners to be essential to the continued work of the Compact and implementation of the Compact's Regional Climate Action Plan, and to the pending update of the Regional Climate Action Plan, which is due in 2017. The Scope of Services proposes the provision of the following specific services by the Institute for Sustainable Communities:

- coordination of and support for twice-monthly calls between staff of the four (4) counties, biennial retreats for staff of the four (4) counties, Compact working groups, annual Summits, Regional Climate Action Plan workshops, Municipality Working Group workshops, Compact webinars, and Resilient Redesign workshops;
- development and implementation of communications and stakeholder engagement strategies;
- coordination of the second Regional Climate Action Plan analysis and planning process; and
- general contract and fundraising support.

The Institute for Sustainable Communities supported the Compact's activities from 2013 through 2015 under a \$975,000 grant from The Kresge Foundation. The Kresge Foundation renewed support for the Institute for Sustainable Communities' Compact-related work in 2016 and 2017 but at a lower amount of \$400,000 over two (2) years, or \$200,000 annually. Staff from the four (4) counties committed in 2015 to go through the appropriate procedures for approval from their respective governing boards so that each County can contribute \$50,000 annually going forward for Compact-related work performed by the Institute for Sustainable Communities. The Agreement authorizes the arrangement under which Broward County has agreed to contract with the Institute for Sustainable Communities, supported by \$200,000 annually (\$50,000 from each county, including Broward) from the appropriated funds described above.

When combined with The Kresge Foundation funds, the total budget for Institute for Sustainable Communities' Compact activities for 2016 and 2017 will be approximately \$800,000, or \$400,000 per year.



Jack Osterholt
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
7-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN BROWARD, PALM BEACH, MIAMI-DADE, AND MONROE COUNTIES, WHERE SUCH AGREEMENT PROVIDES THAT EACH OF THE FOUR COUNTIES WILL PROVIDE \$100,000.00 OVER A TWO-YEAR PERIOD FOR SERVICES RELATED TO THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT BY THE INSTITUTE FOR SUSTAINABLE COMMUNITIES AND WHERE BROWARD COUNTY WILL OFFICIALLY RETAIN AND SUPERVISE INSTITUTE FOR SUSTAINABLE COMMUNITIES ON BEHALF OF THE FOUR COUNTIES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT AND APPROVE EXTENSIONS OF TIME IF REQUESTED

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County, Broward County, Palm Beach County, and Monroe County, in substantially the form attached hereto as Attachment 1, which provides that the four counties each agree to contribute \$100,000.00 over a two-year period for services related to the Southeast Florida Regional Climate Change Compact, which would be provided by the Institute for Sustainable Communities. Under the terms of the Interlocal Agreement, Broward County will retain and supervise the Institute for Sustainable Communities on behalf of the four counties. This Board authorizes the County Mayor or the County Mayor's designee to execute the Interlocal Agreement, in substantially the form attached, exercise the termination provisions

contained therein, and approve agreements for extensions of time of this Interlocal Agreement, if requested, provided that the expenditure of any additional County funds beyond those authorized by this resolution has been approved by separate action of this Board.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

- | | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Abbie Schwaderer-Raurell

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

This is an Agreement ("Agreement"), made and entered into by and between Broward County ("Broward") and, 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, "Contributing Counties").

WHEREAS, Southeast Florida is one of the most vulnerable areas in the country to the impacts of climate change, especially sea level rise; and

WHEREAS, the Parties adopted the Southeast Florida Regional Climate Change Compact (hereinafter referred to as "Compact") in 2009-2010; and

WHEREAS, the Parties have worked since then in common cause with one another and numerous stakeholders to address climate change at the regional scale; and

WHEREAS, in the six years since the Compact was established, the Parties and their partners have successfully completed a 110-recommendation Regional Climate Action Plan, 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 seven Regional Climate Leadership Summits, and countless other joint activities, earning significant national and international attention; and

WHEREAS, the benefits of regional coordination to the Parties, partner municipalities, and other Compact partners have been demonstrated many times over; and

WHEREAS, the Institute for Sustainable Communities Corporation, a Vermont not for profit corporation registered to do business in the State of Florida, hereinafter referred to as "ISC," has provided coordination and facilitation services to the Parties to advance the aims of the Compact since 2011; and

WHEREAS, an employee of the ISC has served as a coordinator and facilitator since the formation of the Compact in 2009; and

WHEREAS, the ISC secured support from the Kresge Foundation on behalf of the Parties to support the provision of coordination and facilitation services to the Compact in 2013, 2014, and 2015; and

WHEREAS, prior to receipt of Kresge funding the Parties had secured the services of the same ISC staff member, with financial support provided for three years under a Sustainable Communities Grant with the U.S. Environmental Protection Agency via the South Florida Regional Planning Council; and

WHEREAS, the Parties desire to continue to engage the ISC to provide coordination and facilitation services; and

WHEREAS, the Kresge Foundation has committed to meet the cost share contributions provided by the Parties for an additional two years, to further augment Compact implementation; and

WHEREAS, the Parties acknowledge that the administration of a contract for services with the ISC would be most-efficiently retained and supervised by one County; and

WHEREAS, Broward County managed a previous contract agreement with the ISC on behalf of the Parties for these same services and is thus deemed well-situated to provide this service on behalf of the Parties for the purpose of this agreement, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, 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 County appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.5 **Services**. All work required by the Parties under this Agreement, including without limitation all deliverables, consulting, training, project management, payments, or other services specified in Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Contributing Counties agree to each remit \$100,000 as their share of costs for Broward to retain and supervise ISC as coordinator and facilitator of the Climate Compact. Broward agrees to also contribute \$100,000 towards the cost to retain ISC and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on February 28, 2018 ("Initial 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. Any extensions of time beyond the Initial 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, 2018. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

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

Services/Goods	Not-To-Exceed Amount
Miami Dade	\$100,000
Monroe	\$100,000
Palm Beach	\$100,000
TOTAL NOT TO EXCEED	\$300,000

- 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. Contributing Counties agree to pay Broward no later than thirty (30) days from receipt of Broward's invoices at:

Broward County Board of County Commissioners
Jim Steinmuller, Accounting Division Administrator
Governmental Center, Room 220
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:

2016: Quarter 1	n/a
2016: Quarter 2	\$16,666.66
2016: Quarter 3	\$16,666.67
2016: Quarter 4	\$16,666.67
2017: Quarter 1	\$12,500
2017: Quarter 2	\$12,500
2017: Quarter 3	\$12,500
2017: Quarter 4	\$12,500

ARTICLE 5. GOVERNMENTAL IMMUNITY

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein. 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.

ARTICLE 6. INSURANCE

Broward is an entity subject to Section 768.28, Florida Statutes, and shall furnish the Contributing Counties with written verification of liability protection in accordance with state law upon request.

ARTICLE 7. TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the 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 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, a party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause 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 for any services properly performed under the Agreement 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. 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 require that ISC:
- 9.2.1 Keep and maintain public records that ordinarily and necessarily would be

required to be kept and maintained by Broward if Broward were performing the services under this Agreement;

- 9.2.2 Provide the public with access to such public records on the same terms and conditions that Broward would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 9.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 9.2.4 Meet all requirements for retaining public records and transfer to Broward, at no cost, all public records in possession of ISC upon termination of that Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to Broward in a format that is compatible with the information technology systems of Broward.

The failure of Broward to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and Contributing Counties may enforce the default in accordance with the provisions set forth in Section 7.1.

- 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 stated in this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement and recover all sums paid to under this Agreement.
- 9.5 Independent Contractor. Broward is an independent contractor 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. Broward shall have control of the work and Services 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, employees, contractors, and subcontractors, if any. None of the Parties shall have the right to bind any other party to any obligation not expressly undertaken under this Agreement.

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 either of them 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: Director, Jennifer Jurado, PhD
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: Natalie Schneider, Climate Change and Sustainability Coordinator

2300 North Jog Road, 4th Floor

West Palm Beach, FL 33411

Email: nschneider@pbcgov.org

- 9.8 Assignment and Performance. Except for the ISC subcontracting approved in writing by each 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 by Broward without the prior written consent of the Parties. If Broward violates this provision, Contributing Counties shall have the right to immediately terminate this Agreement. Broward represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Broward agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.
- 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

9.21.1 Payment of Interest. Each of the Parties shall not be liable to pay any interest to any of the 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.

9.21.2 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. If any party learns that this representation is false, it shall have the right to terminate this Agreement without any further liability to the other Parties. Alternatively, if such representation is false, each of the Parties, at its sole discretion, may deduct from the compensation due under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

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, which consent includes the Compact.

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, 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 party 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 party so affected. 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 ____ day of _____, 20__, and Contributing Counties, signing by and through their officials, duly authorized to execute same.

BROWARD

ATTEST:

BROWARD COUNTY, by and through
Its Board of County Commissioners

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

By: _____
_____ day of _____, 20__

Insurance requirements approved by Broward
County
Risk Management Division:

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

By: _____

By: _____
[Name] (Date)
Assistant County Attorney

Name: _____

Title: _____

By: _____
[Name] (Date)
Deputy County Attorney

MCO/gmb
Compact Counties Interlocal Funding Agreement, 4-27-16.doc
05/17/16
#16-057.01

INTERLOCAL AGREEMENT BETWEEN 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)

INTERLOCAL AGREEMENT BETWEEN 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)

INTERLOCAL AGREEMENT BETWEEN 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: _____
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)

Exhibit A – Scope of Services



INSTITUTE FOR
**Sustainable
Communities**

Support for the Southeast Florida Regional Climate Change Compact

Scope of Services | April 2016

The Institute for Sustainable Communities (ISC) is pleased to submit this Statement of Work (SOW) for support of the Southeast Florida Regional Climate Change Compact (the Compact) funded by county appropriated funds in addition to a \$400,000, two-year grant (\$200,000 per year for calendar years 2016 and 2017) received by ISC from the Kresge Foundation for work beginning on January 1, 2016, through December 31, 2017. While the tasks presented below are inclusive of both funding sources, the budget is presented for only the county funding as allocated across each task, except as otherwise noted.

Task 1 Assist the Compact in the Ongoing Governance Process

Task 1.1: Bi-weekly Staff Steering Committee (SSC) 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 SSC; compilation of Hot Topics, communications by Compact partners, and requests for Compact support/engagement.

Deliverable 1.1: Bi-weekly agendas, Hot Topics & notes (2016 & 2017).

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.

Deliverable 1.2: Agenda, supporting materials (two per year – 2016 & 2017).

Task 1.3: Compact Working Group Coordination and Support

Representative tasks include: Identifying key issues particular to working groups and developing agendas for participants; scheduling meetings and in some instances providing facilitation; taking meeting notes and tracking action items through completion; in some instances, providing research, analysis and specific Compact-branded reports and/or web content.

1. ISC Coordination of Monthly Meetings of Compact-Florida Climate Institute (FCI) Partnership;
2. ISC Coordination of Municipal Working Group (as needed);
3. ISC Support for Compact in Climate Action Champions process;
4. ISC Support for other Working Groups to be determined as the current groups complete their work (time and resources permitting).

Deliverables 1.3:

1. FCI Coordination – Agenda and supporting materials;
2. Municipal Working Group – Agenda and supporting notes;
3. Climate Action Champions – Monthly call meeting notes;
4. Other Working Groups (TBD) – Call agenda, supporting materials and meeting notes.

Task 1.4: Annual Summit Support:

Representative tasks include: Participating on Annual Summit planning team calls; assistance in developing Summit themes, panels and deliverables; assistance in identifying and securing speakers; travel to, and participation in, the Summit.

Exhibit A – Scope of Services

Deliverable 1.4: Quarterly status reports. (Q3&4-2016; Q3&4-2017)

Task 2 (Primarily 2016): Provide Implementation Support for the Current Regional Climate Action Plan (RCAP)

Task 2.1: RCAP Implementation Workshops

Representative tasks include: Working with the SSC to identify and refine ideas for priority workshop topics; designing and developing workshop agendas; identifying and securing speakers; securing attendees/participants; managing registration; managing workshop logistics including venue, Audio/Visual (AV) and catering requirements; designing and producing print materials for workshop participants; designing and administering participant satisfaction surveys; coordinating the development of implementation guidance documents including content development, securing contributing authors, and final document layout.

Deliverable 2.1: List of attendees; agenda & RCAP guidance document for each workshop. (Development, coordination, layout & design of RCAP guidance docs.)

RCAP Workshops planned for 2016

1. Economic Resilience (April 28, 2016);
2. Incorporating Regional Sea Level Rise (SLR) Projections into Local Government Planning Processes (Date TBD – 2016);
3. Comprehensive Local Government Energy & Greenhouse Gas (GHG) Management (Date TBD – 2016).

Task 2.2: Municipal Workshop Support

Representative tasks include: Working with the Municipal Working Group to identify topics for these half-day sessions held in each county concurrently and linked together via webinar; developing and designing workshop agendas and identifying speakers; providing scheduling and facilitation for planning meetings; researching technical issues as needed; assisting with venue selection across four counties; providing webcast support to link the four county venues.

Deliverable 2.2: Workshop agendas and worksheets/templates provided to participants.

Municipal Workshops for 2016:

1. Energy Efficiency for Public Buildings (January 19, 2016);
2. Climate Change 101 – (June 16, 2016);
3. CRS/FEMA (TBD – 2016).

Task 2.3: Coordinate and Develop Resilient Redesign

Representative tasks include: Developing lists of participants; confirming attendance and participation; securing location, room set-up, and AV requirements; securing catering; developing agenda; managing communications between participants, cities and team members; developing and printing materials; securing needed materials (drafting supplies, etc.); administering participant satisfaction survey & report; developing Compact website content.

Deliverable 2.4: Resilient Redesign Workshop Agenda and backup materials including a participant satisfaction survey (with report), process photos, presentations and text for Compact website. (Q4-2016)

Task 3 (2016 & 2017): Develop and Implement Communications on Behalf of Compact

Task 3.1: Ongoing Compact Communications Support

Representative tasks include: Providing ongoing content population, support and maintenance of the Compact website; assuring Compact news and calendar items remain current; ongoing maintenance and development of the Compact RCAP implementation case studies database; developing new content and pages on the Compact site as required by the SSC; producing video clips; developing and producing Compact e-newsletter.

Deliverable 3.1: Quarterly Communications Report containing links to updated Compact web pages and quarterly e-newsletter. (Quarterly)

Exhibit A – Scope of Services

24

Exhibit A – Scope of Services

Task 4 (Primarily 2017): Coordinate the Second RCAP Analysis and Planning

Task 4.1: Provide Support for RCAP Analysis Activities

Representative tasks include: Working with the SSC and Compact Working Groups to update analytical products as needed to prepare for the RCAP 2.0 document due by the end of 2017; providing logistical and facilitation support; assisting with document preparation and finalization; managing review and comment processes for draft documents; surveying local governments to assess implementation status of RCAP 1.0; conducting gap analysis.

Deliverables 4.1:

- Final RCAP analysis documents posted to Compact website supported by quarterly update reports. (2016 & 2017)
- Compact Indicators – Final Compact Indicators webpage. (Q2-2016)
- GHG Inventory – Regional Inventory Final Report. (Q3-2016)

Task 4.2: Multi Stakeholder Engagement Support

Representative tasks include: Developing a regional stakeholder landscape map in partnership with the SSC and facilitating/staffing the SSC in the creation of a regional stakeholder communications and engagement strategy in advance of developing RCAP 2.0.

Deliverable 4.2: RCAP 2.0 regional stakeholder engagement strategy. (Q1-2017)

Task 4.3: Provide Support for RCAP Strategy Development

Representative tasks include: Working with the SSC and Compact Working Groups to structure and support typically organized RCAP 2.0 strategy working groups; providing logistical and facilitation support as needed; strategic and technical advice on climate strategies; assisting with draft RCAP preparation and finalization; managing review and comment processes for draft documents.

Deliverable 4.2: Draft RCAP 2.0 posted to Compact website. (Q3-2017)

Task 4.4: Provide Support for Final RCAP Production

Representative tasks include: Working with the Staff Steering Committee to finalize RCAP 2.0 by analyzing public comments; revising draft RCAP 2.0 content as needed; producing the final layout version of RCAP 2.0 in pdf format for the Compact website.

Deliverable 4.3: Final RCAP 2.0 posted to Compact website. (Q4-2017)

Exhibit A – Scope of Services

Budget and Narrative

ISC is requesting \$400,000 in funding to support the Compact process between April 1, 2016 and December 31, 2017, as described in the budget detailed by deliverable in the following pages – the following table provides an estimated billing schedule by deliverable:

Year 1 4/1/2016 -- 12/31/2016			
Q1 (JFM)	Q2 (AMJ)	Q3 (JAS)	Q4 (OND)
-	63,430	74,279	62,348
Year 1 Total			200,057
Year 2 1/1/2017 -- 12/31/2017			
Q1 (JFM)	Q2 (AMJ)	Q3 (JAS)	Q4 (OND)
36,996	34,654	76,040	52,247
Year 2 Total			199,937

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 USAID, 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 General Services Administration rates.

Other Direct Costs—ISC’s estimates includes communication systems, photocopying, catering and other event expenses, and a portion of ISC’s A-133 audit expense.

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. See Attachment A.

Exhibit A – Scope of Services

Task 1: Assist the Compact in the ongoing governance process (2016-2017)												
<i>Task 1.1: Bi-weekly Staff Steering Committee Call Support</i>												
<i>Task 1.2: Biannual (2x annually) Staff Steering Committee Retreats</i>												
<i>Task 1.3: Compact Working Group Coordination and Support</i>												
<i>Task 1.4: Annual Summit Support</i>												
Task 1 Deliverables	Hours per Unit	Hrly. Rate	Personnel & Fringe	Travel	Other Direct	Indirect Costs	Total Cost Per Unit					
Deliverable 1.1: Bi-weekly agendas & notes. (Quarterly)	300	47.33	14,199	-	200	4,032	18,431					
Deliverable 1.2: Agenda, supporting materials. (2 per year – Q2 & Q4)	114	47.33	5,396	1,930	275	2,128	9,729					
Deliverables 1.3: 1. FCI Coordination – Agenda and supporting materials; 2. Municipal Working Group – Agenda and supporting notes; 3. Climate Action Champions – Monthly call meeting notes; 4. Other Working Groups (TBD) – Call agenda, supporting materials and meeting notes.	120	47.33	5,680	500	275	1,807	8,262					
Deliverable 1.4: Quarterly status reports. (Q3&4-2016; Q3&4-2017)	110	47.33	5,206	2,572	6,425	3,977	18,180					
Task 1 Deliverable Schedule												
Deliverable 1.1: Bi-weekly agendas & notes. (Quarterly)	2016 Q1 Units	2016 Q2 Units	2016 Q3 Units	2016 Q4 Units	2017 Q1 Units	2017 Q2 Units	2017 Q3 Units	2017 Q4 Units				
Deliverable 1.2: Agenda, supporting materials. (2 per year – Q2 & Q4)		1	1	1	1	1	1	1				
Deliverables 1.3: 1. FCI Coordination – Agenda and supporting materials; 2. Municipal Working Group – Agenda and supporting notes; 3. Climate Action Champions – Monthly call meeting notes; 4. Other Working Groups (TBD) – Call agenda, supporting materials and meeting notes.	1	1	1	1	1	1	1	1				
Deliverable 1.4: Quarterly status reports. (Q3&4-2016; Q3&4-2017)			1	1	1	1						

27

Exhibit A – Scope of Services

Task 2: Provide implementation support for the current RCAP (2016)											
Task 2.1: Three RCAP Implementation Workshops for 2016											
Task 2.2: Support for Three 2016 Municipality Workshops											
Task 2.3: Coordinate and Develop Resilient Redesign											
Task 2 Deliverables	Hours per Unit	Rate	Personnel & Fringe	Travel	Other Direct	Indirect Costs	Total Cost Per Unit				
Deliverable 2.1: Agenda & RCAP guidance document for each workshop (development, coordination, layout & design of RCAP guidance documents).	200	47.33	9,456	50	5,800	4,288	19,604				
Deliverable 2.2: Workshop agendas and worksheets/templates provided to participants.	90	47.33	4,260	50	75	1,228	5,612				
Deliverable 2.3: Resilient Redesign Workshop Agenda and Backup materials to include participant satisfaction survey (with report) and process photos, presentations and text for Compact website. (Q4- 2016)	480	47.33	22,718	2,618	7,480	9,189	42,005				
Task Deliverable Schedule	2016 Q1 Units	2016 Q2 Units	2016 Q3 Units	2016 Q4 Units	2017 Q1 Units	2017 Q2 Units	2017 Q3 Units	2017 Q4 Units			
Deliverable 2.1: Agenda & RCAP guidance document for each workshop (development, coordination, layout & design of RCAP guidance documents).	1		2								
Deliverable 2.2: Workshop agendas and worksheets/templates provided to participants.	1	1	1								
Deliverable 2.3: Resilient Redesign Workshop Agenda and backup materials including participant satisfaction survey (with report), process photos, presentations and text for Compact website. (Q4-2016)				1							

28

Exhibit A – Scope of Services

Task 3 Develop and implement communications on behalf of Compact												
<i>Task 3.1: Ongoing Compact Communications Support</i>												
Task 3 Deliverables	Hours per Unit	Rate	Personnel & Fringe	Travel	Other Direct	Indirect Costs	Total Cost Per Unit					
Deliverable 3.1: Quarterly Communications Report containing links to updated Compact web pages and quarterly e-newsletter. (Quarterly)	240	47.33	11,359	-	200	3,237	14,796					
Task 3 Deliverable Schedule												
Deliverable 3.1: Quarterly Communications Report containing links to updated Compact web pages and quarterly e-newsletter. (Quarterly)	2016 Q1 Units	2016 Q2 Units	2016 Q3 Units	2016 Q4 Units	2017 Q1 Units	2017 Q2 Units	2017 Q3 Units	2017 Q4 Units				
	1	1	1	1	1	1	1	1				

29

Exhibit A – Scope of Services

Task 4 Coordinate the second RCAP analysis and planning												
Task 4.1: Provide Support for Regional GHG Inventory												
Task 4.2: Provide Support for RCAP Strategy Development												
Task 4.3: Provide Support for Final RCAP Production												
Task 4 Deliverables												
	Hours per Unit	Rate	Personnel & Fringe	Travel	Other Direct	Indirect Costs	Total Cost Per Unit					
Deliverable 4.1: Final RCAP analysis documents posted to Compact website supported by quarterly update reports in Q4-2016 and Q1-2017: A. Compact Indicators – Final Compact indicators webpage. (Q2-2016) B. GHG Inventory – Regional Inventory Final Report. (Q3-2016)	520	47.33	24,612	-	12,500	10,391	47,503					
Deliverable 4.2: RCAP 2.0 regional stakeholder engagement strategy. (Q1-2017)	300	47.33	14,199	-	3,000	4,816	22,015					
Deliverable 4.3: Draft RCAP 2.0 posted to Compact website. (Q3-2017)	750	47.33	35,498	-	7,500	12,039	55,037					
Deliverable 4.4: Final RCAP 2.0 posted to Compact website. (Q4-2017)	400	47.33	18,932	-	7,500	7,401	33,833					
Task 4 Deliverable Schedule												
Deliverable 4.1: Final RCAP analysis documents posted to Compact website supported by quarterly update reports in Q4-2016 and Q1-2017: A. Compact Indicators – Final Compact indicators webpage. (Q2-2016) B. GHG Inventory – Regional Inventory Final Report. (Q3-2016)	2016 Q1 Units	2016 Q2 Units	2016 Q3 Units	2016 Q4 Units	2017 Q1 Units	2017 Q2 Units	2017 Q3 Units	2017 Q4 Units				
		1	1									
Deliverable 4.2: RCAP 2.0 regional stakeholder engagement strategy. (Q1-2017)					1							
Deliverable 4.3: Draft RCAP 2.0 posted to Compact website. (Q3-2017)								1				
Deliverable 4.4: Final RCAP 2.0 posted to Compact website. (Q4-2017)												1

30

Exhibit A – Scope of Services

Deliverable	Billing Schedule by Deliverable										
	Year 1 4/1/2016 – 12/31/2016				Year 2 1/1/2017 – 12/31/2017						
	ISC portion*	Q1 (JFM)	Q2 (AMJ)	Q3 (JAS)	Q4 (OND)	ISC portion*	Q1 (JFM)	Q2 (AMJ)	Q3 (JAS)	Q4 (OND)	Total
1.1	10%		16,588	16,588	16,588	10%	17,251	17,251	17,251	17,251	118,768
1.2	10%		8,756	-	8,756	10%	-	9,106	-	9,106	35,724
1.3	50%		4,131	4,131	4,131	50%	4,296	4,296	4,296	4,296	29,578
1.4	80%		-	3,636	3,636	80%	-	3,781	3,781	-	14,835
2.1	50%		-	19,604	19,604	n/a	-	-	-	-	29,407
2.2	50%		2,806	2,806	2,806	n/a	-	-	-	-	5,612
2.3	80%		-	-	8,401	n/a	-	-	-	-	8,401
3.1	80%		7,398	7,398	7,398	74%	4,001	4,001	4,001	4,001	38,197
4.1	50%		23,751	23,751	23,751	n/a	-	-	-	-	47,503
4.2	n/a		-	-	-	50%	11,448	-	-	-	11,448
4.3	n/a		-	-	-	25%	-	-	42,929	-	42,929
4.4	n/a		-	-	-	50%	-	-	-	17,593	17,593
Total			63,430	74,279	62,348		36,996	34,654	76,040	52,247	399,994

*ISC is able to carry this cost thanks to support from the Kresge Foundation for this project.

Exhibit A – Scope of Services

Attachment A—ISC Negotiated Indirect Cost Rate Agreement



INSTITUTE FOR
Sustainable
Communities

June 30, 2015

Ms. Catha Burgess
USAID/M/OP/OCC
Ronald Reagan Building
Room 7A33
1300 Pennsylvania Avenue, NW
Washington DC 20523-7802

RE: Request for Final Fringe Benefit and Indirect Rates for FY 2014 and New Provisional Fringe Benefits and Indirect Cost Rates for FY 2015.

Dear Ms. Burgess:

Please consider this as a request for final fringe benefit and indirect rates for FY 2014 and new provisional fringe benefit and indirect cost rates for FY 2015.

NICRA Request Summary

Type	Effective Period		Fringe Benefits	Indirect Costs
	From	Through		
Final FY 2014	10/1/13	9/30/14	29.78%	26.91%
Provisional	10/1/14	Until Amended	35.00%	28.00%

FY 2014

For the fiscal year (October 1, 2013 through September 30, 2014), ISC is requesting approval of the final fringe benefit rate of 29.78% and a final indirect rate of 26.91%. These rates are based upon actual and audited expenses as presented in the enclosed Statements of Indirect Costs and Fringe Benefit Expenses for the Year ended September 30, 2014, as prepared by Raffa, P.C. and included as a supplement of the annual audit which is enclosed with this letter.

what's possible

1100 Pennsylvania Avenue, NW
Washington, DC 20004-2802
Phone: 202.295.2000
Fax: 202.295.2001
www.issc.org

Exhibit A – Scope of Services

Fringe Benefit Rate Methodology

Fringe benefit costs are allocated as a percentage of salaries across all projects, indirect and fundraising cost centers. Fringe costs are charged to both direct and indirect cost centers according to staff level of effort (percentage of time) as recorded on time sheets by semi-monthly pay period. For fiscal year 2014, ISC's fringe benefit costs included taxes, insurance, and pension and the following illustrates the calculation used to compute the rate:

$$\frac{\text{Taxes + Insurances + Pension}}{\text{Salaries Including Vacation}}$$

The following tables summarize the audited fringe benefit costs and the rate calculation:

Total FY14 Salary (Audit)	\$ 4,210,638
Less Exclusions:	
In-Country Staff	\$ (1,137,426)
Expatriate Allowances	\$ (51,968)
Relocation Allowances	\$ (38,727)
Temporary Staff	\$ -
Fringe Base	\$ 2,992,917

Fringe Benefits Rate Calculations	FY 2014 (Audit)	
	Expenses	Percent of Salaries
Total Salaries	\$ 2,992,917	
Payroll Taxes (FICA and Medicare)	\$ 220,202	7.36%
Unemployment and Workers Compensation	\$ 42,189	1.41%
Health, Dental, Life, and Disability Insurance	\$ 430,764	14.39%
Severance & FMLA	\$ 26,454	0.88%
Retirement Plan Expense	\$ 171,580	5.73%
Total Cost of Benefits	\$ 891,189	
Fringe Rate		29.78%

Exhibit A – Scope of Services

businesses in Vermont will increase ISC's health care costs for FY15 and we have budgeted our health, dental, disability, and life benefits at 17.0% of total salaries in the current FY 2015 budget. In addition, due to the closeout of several large USG funded programs and some reorganization of positions, we are also forecasting severance expense to be higher in FY 2015 than in the prior year. ISC is requesting the same provisional fringe rate of 35% as was approved for FY 2014.

The following tables summarize the fringe benefit costs and the rate calculation:

Total FY15 Salary (Forecast)	\$ 3,831,100
Less Exclusions:	
In-Country Staff	\$ (1,000,000)
Expatriate Allowances	\$ (78,000)
Relocation Allowances	\$ (25,000)
Temporary Staff	\$ -
Fringe Base	\$ 2,731,100

Fringe Benefits Rate Calculations	FY 2015 (Forecast)	
	Expenses	Percent of Salaries
Total Salaries	\$ 2,731,100	
Payroll Taxes (FICA and Medicare)	\$ 207,564	7.60%
Unemployment and Workers Compensation	\$ 38,235	1.40%
Health, Dental, Life, and Disability Insurance	\$ 464,287	17.00%
Severance & FMLA	\$ 81,933	3.00%
Retirement Plan Expense	\$ 163,866	6.00%
Total Cost of Benefits	\$ 956,885	
Fringe Rate		35.00%

FY 2015 Provisional Indirect Cost Rate

ISC's indirect cost rate methodology for FY 2015 is consistent with that reported for prior years. ISC calculates the indirect cost rate using a modified total direct costs base comprised of all direct costs excluding sub-grant awards that exceed \$25,000. The calculation for the indirect cost rate for FY 2015 is presented below. We are requesting the same provisional rate of 28% as was approved for FY 2014.

Exhibit A – Scope of Services

FY 2015 Forecast (including unaudited actuals through 04/30/2015)

Salaries	\$	2,829,251
Fringe	\$	947,141
Travel	\$	397,047
Supplies & Equipment	\$	42,779
Consultants & Subgrants	\$	3,717,134
Direct Office Costs	\$	501,176
Participant Training/Conventions	\$	471,599
Total Direct Costs	\$	8,906,128

Indirect Cost Rate Calculation FY 2015		
Total Direct Costs	\$	8,906,128
Less Exclusions (Bad Debt)	\$	-
Less Excl. (Donated Services)	\$	-
Less Exclusions (Subgrants)	\$	(2,048,985)
Total Modified Direct Costs	\$	6,857,144
Total Indirect Costs	\$	1,928,000
Indirect Cost Rate		28%

Exhibit A – Scope of Services

Indirect Cost Categories	FY 2014 Actual	FY 2016 Forecast (actuals through April 30th)
Salaries	\$1,229,542	\$1,001,849
Fringe Benefits	\$347,133	\$341,988
Travel	\$98,780	\$111,748
Supplies & Equipment	\$21,871	\$84,139
Consultants	\$49,758	\$41,468
Occupancy	\$145,893	\$154,749
Professional Services	\$18,797	\$23,293
Staff Recruitment & Development	\$40,277	\$55,279
Office Operations (includes Depreciation)	\$76,188	\$89,910
Program Trainings/Conventions	\$10,927	\$15,284
Total Indirect Cost	\$2,039,166	\$1,920,000
Less Unallowable	(\$8,001)	\$0
Travel related	(\$5,152)	
Program Training & Conventions related	(\$2,278)	
Staff Recruitment & Development related	(\$521)	
Total Allowable Indirect Costs	\$2,031,165	\$1,920,000

Please contact me if you have any questions regarding this request.

Sincerely,



Mary Washburn
Operations Director

Exhibit A – Scope of Services

FY 2014 Indirect Cost Rate

ISC's indirect cost rate methodology for FY 2014 is consistent with that reported for prior fiscal years. ISC calculates the indirect cost rate using a modified total direct costs base comprised of all direct costs excluding sub-grant awards exceeding \$25,000. The calculation for the indirect rate for FY 2014 is presented in the table below.

Indirect Cost Rate Calculations FY 2014 (Audit)	
Total Direct Costs	\$ 11,913,383
Less Exclusions (Net Debt)	\$ -
Less Excl. (Donated Services)	\$ (493,629)
Less Exclusions (Subgrants)	\$ (3,871,211)
Total Modified Direct Costs	\$ 7,548,543
Total Indirect Costs	\$ 2,031,165
Indirect Cost Rate	26.91%

Expenditure details are presented on pages 2-3 of the supplemental information, the indirect and fringe rate calculations, of the enclosed FY 2014 audit.

FY 2015

For the fiscal year October 1, 2014 through September 30, 2015, ISC is requesting approval of a provisional fringe benefit rate of 35% and an indirect cost rate of 25%. The methodology for the calculation of these rates has not changed from previous years and is described below.

FY 2015 Provisional Fringe Benefit Rate Methodology

Fringe benefit costs are allocated as a percentage of salaries across all projects, indirect and fundraising cost centers. Fringe costs are charged to both direct and indirect cost centers according to staff level of effort (percentage of time) as recorded on time sheets on a semi-monthly pay period. For the fiscal year 2015, ISC's fringe benefit costs include taxes, insurance, and pension and the following illustrates the calculation used to compute the rates:

$$\frac{\text{Taxes + Insurances + Pension}}{\text{Salaries Including Vacation}}$$

ISC has been working to keep its employee benefit costs as low as possible, despite rising healthcare costs over the last few years. The changes in the healthcare coverage for small