

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving an Interlocal Agreement among Broward, Miami-Dade, Monroe and Palm Beach Counties, where such agreement provides that each of the four counties will provide a total of \$275,000.00 each over a three-year period during 2021-2024 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; authorizing the County Mayor to execute said Interlocal Agreement and exercise the termination provisions contained therein; authorizing the County Mayor to approve extensions of time; and authorizing the County Mayor to select Miami-Dade representatives to the Compact Leadership Committee

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



Geri Bonzon-Keenan
Successor County Attorney

GBK/uw

Memorandum



Date: December 15, 2020

To: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving the Interlocal Agreement Among Broward, Miami-Dade, Monroe, and Palm Beach Counties for Services Related to the Southeast Florida Regional Climate Change Compact by the Institute for Sustainable Communities

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to execute the Interlocal Agreement (Interlocal) 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 (Compact). The Interlocal serves to: (1) commit Miami-Dade, along with Broward, Monroe, and Palm Beach counties, to contribute a total of \$275,000.00 (\$25,000.00 per fiscal year quarter) over the period of January 1, 2021 through January 1, 2024; (2) designate Broward County to officially retain and supervise the Institute for Sustainable Communities (ISC); (3) provide the Scope of Services (see Scope of Services, attached as Exhibit A to Interlocal) that ISC will be providing, and; (4) provide guidelines for each county's participation in the four-county Compact Leadership Committee.

Scope

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

Fiscal Impact/Funding Source

This Interlocal commits Miami-Dade County to payment for ISC of \$25,000.00 each fiscal year quarter, for a total of \$275,000.00 over the period of January 1, 2021, to January 1, 2024. This amount funds continued support and engagement of the Institute for Sustainable Communities and staffing, tasks, and services as detailed on the attached Scope of Services (see Scope of Services, attached as Exhibit A to Interlocal). The FY 2020-21 Adopted Budget includes \$100,000 in the Office of Resilience's operating budget (Index Code PEOFRES, Sub-object 22430) for this fiscal year's contribution, and future annual contributions will be included in the respective proposed Office of Resilience operating budgets through FY 2023-24 for final adoption by the Board.

Track Record/Monitor

James F. Murley, Chief Resilience Officer, within the Regulatory and Economic Resources Department, will be responsible for monitoring the three-year Interlocal and its associated activities.

Background

The four counties of Broward, Miami-Dade, Monroe, and Palm Beach formally adopted the Compact in 2009. In the eleven years since then, the four counties, their staff and other stakeholders have successfully completed several important resources for the region. Notable accomplishments include and are not limited to a Regional Climate Action Plan ("RCAP") of 110 recommendations and a significant update to the RCAP after a five-year implementation period; a Unified Sea Level Rise

Projection for Southeast Florida and two subsequent updates; a regional greenhouse gas emissions inventory; a regional vulnerability analysis; and joint annual state and federal legislative programs. In addition, twelve successful annual Regional Climate Leadership Summits have been planned and executed. The Compact's activities and success have attracted additional resources and funding to the region and earned significant national and international attention, contributing significantly to the tangible progress each county and the region have made on these issues.

The success of the Compact has been underpinned by the coordination and facilitation services provided by the ISC and its staff. Staff from the ISC are intimately familiar with the individuals, issues, priorities, and processes relating to the Compact's history, progress, and needs. Their valued advice, mediation skills, administrative support, and leadership have helped to guide the Compact process and are acknowledged by the staff from the four counties to be essential to the continued work and success of the Compact and implementation of the Compact's Regional Climate Action Plan. It is the intent of the Compact parties to continue to contract ISC for these services.

The Kresge Foundation has supported ISC coordination and facilitation services for the Compact to further augment Compact implementation with \$1,875,000.00 in funding from 2013 through 2020. This funding was reduced from \$200,000.00 annually for 2018 and 2019, to \$100,000.00 for 2020, at which point the funding ends, necessitating that the four counties increase their individual contributions to maintain the same level of ISC support.

The previous Interlocal Agreement was approved by Resolution No. R-520-18 on May 15, 2018, and did the following: (1) committed Miami-Dade, along with Broward, Monroe, and Palm Beach counties to contribute \$50,000.00 each year, for a total of \$150,000.00 each over the three-year period of 2018 through 2020, to pay the Institute for Sustainable Communities for coordination and facilitation services, as referenced in the prior scope of services; and (2) designated Broward County to officially contract with and supervise the ISC. An amendment to the 2018 Interlocal Agreement increased the payment to \$75,000.00 for the final year of that agreement and was approved by the Board with Resolution No. R-398-20 on May 5, 2020.

The attached Interlocal renews and continues the 2018 Agreement and subsequent amendment between the four counties and ISC for an additional three years, with each county contributing \$25,000.00 each fiscal year quarter, for a total of \$275,000.00 per county. In addition, in this Interlocal, the four counties agree to continue to participate in a more formal Compact Leadership Committee that will serve in an advisory capacity to the governing bodies of each of the four counties. This committee lacks the power or authority to commit the counties or any of their agencies or instrumentalities to any policies, to incur any financial obligations, or to create any liability, contractual or otherwise, on behalf of the counties or any of their agencies or instrumentalities. Each of the four counties has one representative that serves on the Committee and may select an alternate, both of whom must have experience and knowledge in the area of resilience and climate change and must have a leadership position related to the area of resilience and climate change in the respective county's government.

Delegation

This resolution authorizes the County Mayor or the County Mayor's designee to select a Miami-Dade County representative who would participate on the four-county Compact Leadership Committee, consistent with the requirements specified in the Interlocal. The County Mayor or the County Mayor's designee may also select an alternate Miami-Dade County representative for the Compact Leadership Committee. This resolution would also delegate to the County Mayor or County Mayor's


designee the authority to execute amendments for extensions of time to this Interlocal Agreement, after approval by the County Attorney's Office as to form and legal sufficiency, and provided that the expenditure of any additional funds beyond those authorized by this resolution has been approved by separate action of this Board.



MEMORANDUM
(Revised)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: 
Gen Bonzon-Keenan
Successor 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)
12-15-20

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AMONG BROWARD, MIAMI-DADE, MONROE AND PALM BEACH COUNTIES, WHERE SUCH AGREEMENT PROVIDES THAT EACH OF THE FOUR COUNTIES WILL PROVIDE A TOTAL OF \$275,000.00 EACH OVER A THREE-YEAR PERIOD DURING 2021-2024 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; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID INTERLOCAL AGREEMENT AND EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO APPROVE EXTENSIONS OF TIME; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SELECT MIAMI-DADE REPRESENTATIVES TO THE COMPACT LEADERSHIP COMMITTEE

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:

Section 1. This Board approves the Interlocal Agreement among Broward County, Miami-Dade County, Monroe County, and Palm Beach County, in substantially the form attached hereto and made a part hereof as Attachment 1, which provides for each of the four counties to provide a total of \$275,000.00 over the three-year period of January 1, 2021 – January 1, 2024, 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.

Section 2. This Board authorizes the County Mayor or the County Mayor’s designee to execute the Interlocal Agreement, in substantially the form attached as Attachment 1 and exercise the termination provisions contained therein.

Section 3. This Board authorizes the County Mayor or the County Mayor’s designee to execute amendments for extensions of time to this Interlocal Agreement, after approval by the County Attorney’s Office as to form and legal sufficiency, and provided that the expenditure of any additional County funds beyond those authorized by this resolution has been approved by separate action of this Board.

Section 4. This Board authorizes the County Mayor or the County Mayor’s designee to select Miami-Dade County’s representative who would participate on the four-county Compact Leadership Committee, consistent with the requirements specified in the Interlocal Agreement. The Mayor or the County Mayor’s designee may also select an alternate Miami-Dade County representative for the Compact Leadership Committee.

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:

Rebeca Sosa, Acting Chairwoman	
Jose “Pepe” Diaz	Sen. René García
Oliver G. Gilbert, III	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of December, 2020. 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



Attachment 1

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. Southeast Florida is one of the most vulnerable areas in the country to the impacts of climate change.
- B. The Parties adopted the Southeast Florida Regional Climate Change Compact ("Compact") in 2009.
- C. Since adopting the Compact, the Parties have worked with one another and numerous other stakeholders to address climate change at the regional level.
- D. In the eleven years since the Compact was adopted, the Parties and other stakeholders successfully completed a Regional Climate Action Plan ("RCAP") of 110 recommendations and a significant update to the RCAP after a five-year implementation period, a unified sea level rise projection for Southeast Florida and two subsequent updates, a regional greenhouse gas emissions inventory, a regional vulnerability analysis, joint annual state and federal legislative programs, planning and execution of twelve Regional Climate Leadership Summits, and other joint activities, earning significant national and international attention.
- E. The Parties have recognized the benefits of regional coordination since the adoption of the Compact.
- F. 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.
- G. The Kresge Foundation ("Kresge") has supported ISC coordination and facilitation services for the Compact to further augment Compact implementation with One Million Eight Hundred and Seventy Five Thousand Dollars (\$1,875,000) in funding from 2013 through 2020, but reduced funding from Two Hundred Thousand Dollars (\$200,000) annually for 2018 and 2019, to One Hundred Thousand (\$100,000) for 2020, with no further funding, requiring the Parties to increase their individual contributions to maintain the same level of ISC support.

- H. The Parties desire to continue to engage ISC to provide coordination and facilitation services.
- I. The Parties acknowledge that a contract for services with ISC would be most efficiently retained and supervised by one county; and
- J. 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 **Compact Leadership Committee**. A committee made up of one representative from each Party, the requirements for which are further specified in Article 2. The Committee will provide formal, unified advice and recommendations on climate change and resilience issues to the Parties' governing bodies.
- 1.3 **Contract Administrator**. The Deputy Director of the Broward County Environmental Protection and Growth Management Department.
- 1.4 **County Administrator**. The administrative head of Broward appointed by the Board.
- 1.5 **County Attorney**. The chief legal counsel for Broward appointed by the Board.
- 1.6 **Fiscal Year**. The County Fiscal Year begins on October 1st of each year and continues through September 30th of the following calendar year.
- 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.

ARTICLE 2. OBLIGATIONS OF PARTIES

- 2.1 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. 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 Dollars

(\$275,000) to ISC for Services under the ISC Coordination and Facilitation Services Agreement. and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A.

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

- The Chief Resilience Officer of Broward County.
- The Deputy Resilience Officer of Miami-Dade County.
- The Chief Resilience Officer of Monroe County.
- The Director of the Office of Resilience of Palm Beach County.

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

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

All proceedings of the Compact Leadership Committee must be conducted in accordance with the Government in the Sunshine Law, § 286.011, F.S., and the Florida Public Records Act, Ch. 119, F.S. Members of the Compact Leadership Committee must also comply with all applicable ethics laws. Three members of the Compact Leadership Committee constitute a quorum. The Compact Leadership Committee will hold regular meetings and may create its own rules of procedure, as needed, provided that such rules are consistent with this Agreement and applicable laws. The Compact Leadership Committee shall decide on an annual basis the distribution of meeting locations to be held among the four Counties, with preference given to rotating meeting locations among each of the Counties.

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 ("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 January 1, 2024. 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	\$275,000
Monroe	\$275,000
Palm Beach	\$275,000
TOTAL NOT TO EXCEED	\$825,000

- 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, Deputy Director, Environmental Protection and Growth Management 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:

Fiscal Year 2021: Quarter 2	\$25,000
Fiscal Year 2021: Quarter 3	\$25,000
Fiscal Year 2021: Quarter 4	\$25,000
Fiscal Year 2022: Quarter 1	\$25,000
Fiscal Year 2022: Quarter 2	\$25,000
Fiscal Year 2022: Quarter 3	\$25,000
Fiscal Year 2022: Quarter 4	\$25,000
Fiscal Year 2023: Quarter 1	\$25,000
Fiscal Year 2023: Quarter 2	\$25,000
Fiscal Year 2023: Quarter 3	\$25,000
Fiscal Year 2023: Quarter 4	\$25,000

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, the ISC Coordination and Facilitation Services Agreement 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 ISC Coordination and Facilitation Services Agreement 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. 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 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, Deputy Resilience Officer
Stephen P. Clark Center
111 NW 1st Street, 12th Floor
Miami, Florida 33128
Email address: Nichole.Hefty@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

- 9.8 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 by providing notice per section 9.7.
- 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. Any 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 ____ day of _____, 20__, and Contributing Counties, signing by and through their officials, duly authorized to execute same.

BROWARD

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: _____
____ day of _____, 20__.

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

By: _____
Damaris Y. Henlon (Date)
Assistant County Attorney

By: _____
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:

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 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)

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

PALM BEACH

WITNESSES:

PALM BEACH COUNTY

Signature

By: _____
Mayor

Print Name of Witness above

Print Name

Signature

____ day of _____, 20__

Print Name of Witness above

ATTEST:
Sharon R. Bock
Clerk and Comptroller

Approved as to Form and Legal Sufficiency
By: _____
County Attorney

By: _____
Deputy Clerk

(CORPORATE SEAL OR NOTARY)

APPROVED AS TO TERMS AND CONDITIONS

By _____
Department Director

Exhibit A – ISC Scope of Services

Support for the Southeast Florida Regional Climate Change Compact Statement of Work for FY2021 – 2023

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 working groups and advisory groups, ISC must conduct all tasks in accordance with the Sunshine Law, the Public Records Act, and all other applicable law. The details of the services ISC must perform are articulated in the tasks and deliverables set forth below.

Task 1: Provide Secretariat Services for the 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; compiling hot topics for discussion with the Compact; 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.

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.

Task 1.6: Compact Working Group Coordination and Support

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

Task 2: Provide Implementation Support for the Regional Climate Action Plan ("RCAP")**Task 2.1: RCAP Implementation Workshops (three per year)**

Representative tasks include: Designing the workshop and agenda; managing logistics; and producing the guidance materials from the RCAP for the Compact website. ISC must pay for all workshop event costs, including ISC staff travel costs, venue, audiovisual equipment, catering, printing, and other miscellaneous costs. The CLC shall decide on an annual basis 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, typically 8-20 page 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.

Task 2.3: Conduct a Regional Greenhouse Gas Inventory

Representative tasks include: At the Compact's request, ISC will develop inventory scope in collaboration with guidance from the CLC and Contract Administrator, as appropriate; obtaining data from all relevant sources across the region; analyzing data; writing, formatting, and publishing a report containing conclusions about regional emissions.

Task 2.4: Sea Level Rise ("SLR") Ad Hoc Technical Advisory Group Coordination and Support

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

Task 3: Coordinate the Third RCAP Analysis and Planning ("RCAP 3.0")

Task 3.1: Provide Support for RCAP Analysis Activities

Representative tasks include: Working with the CLC and relevant subject matter experts to prepare for the Third Regional Climate Action Plan ("RCAP 3.0") document by the end of 2022; 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 the Second Regional Climate Action Plan (2017) ("RCAP 2.0"); conducting gap analysis.

Task 3.2: Multi Stakeholder Engagement Support

Representative tasks include: Developing a regional stakeholder landscape map in partnership with the CLC and facilitating/staffing the CLC in the creation of a regional stakeholder communications and engagement strategy in advance of developing RCAP 3.0.

Task 3.3: Provide Support for RCAP Strategy Development

Representative tasks include: Working with the CLC and subject matter experts to structure and support topically organized RCAP 3.0 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.

Task 3.4: Provide Support for Final RCAP 3.0 Production

Representative tasks include: Working with the CLC to finalize RCAP 3.0 by analyzing public comments; revising draft RCAP 3.0 content as needed; updating Compact RCAP website platform with all new content; producing the final layout version of RCAP 3.0 in pdf format.

Task 4: Compact Communications Support

Task 4.1: 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 4.2: 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 4.3: 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 four 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 28.75% percent of its modified total direct cost base.



September 26, 2018

Christine Settles, Sr. Finance Manager
Institute for Sustainable Communities
535 Stone Cutters Way
Montpelier, Vermont 05602

Dear Ms. Settles:

The Overhead, Special Costs 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, cooperative agreements, or grants 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 establishes negotiated final indirect cost rates for the fiscal year ended September 30, 2017; and sets provisional indirect cost rates for the fiscal year beginning October 1, 2017, 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 Catrina Burgess at cburgess@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, SA-44, Room 822B, USAID, 1300 Pennsylvania Ave., NW, Washington, DC 20523-7802.

If you have any questions concerning the indirect cost rate agreement, contact Catrina Burgess at (202) 567-4662.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugenia L. Brown".

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

Enclosure: USAID NICRA

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



NEGOTIATED INDIRECT COST RATE AGREEMENT

September 26, 2018

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 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	10-01-16	09-30-17	27.53%	28.58%
Provisional	10-01-17	Until Amended	31.08%	28.75%

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

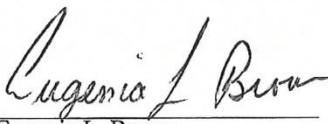
- A. LIMITATIONS: Use of the rate(s) contained in this Agreement is subject to all statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following 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
9/26/18
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