

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Amendment to the Interlocal Agreement between Broward, Miami-Dade, Monroe and Palm Beach Counties, related to the Southeast Florida Regional Climate Change Compact, which would extend the time for such Interlocal Agreement, make certain changes to the Interlocal Agreement, and require Miami-Dade County to pay Broward County up to a total of an additional \$300,000.00 through January 31, 2027 for services related to the Climate Change Compact, and by which Broward County will continue to officially retain and supervise Institute for Sustainable Communities on behalf of the four counties; authorizing the County Mayor to execute said Amendment to the Interlocal Agreement and exercise the termination provisions contained therein; authorizing the County Mayor to approve extensions of time under certain conditions

Resolution No. R-755-23

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


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: September 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving the Amendment to 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

Executive Summary

The First Amendment to the Interlocal Agreement (Amendment), which is attached to the resolution as Attachment 1, was developed through the partnership of Miami-Dade, Palm Beach, Broward and Monroe Counties comprising the Southeast Florida Regional Climate Compact (the Compact). 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 Interlocal Agreement being amended was adopted by this Board in 2020 by way of Resolution No. R-1248-20. This Amendment extends the initial term of the Interlocal Agreement to January 31, 2027, makes certain other changes to the Interlocal Agreement, and requires Miami-Dade County to contribute a total of \$300,000.00 over the revised term of the Interlocal Agreement. This partnership through the Compact has provided guidance to much of the regional, county, municipal, and other stakeholder activity around climate adaptation, community resilience, and Greenhouse Gas (GHG) emissions reduction efforts in Southeast Florida over the past decade.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to execute the Amendment to the Interlocal among Broward County, Miami-Dade County, Monroe County, and Palm Beach County for cost share support of services for the Compact. The Amendment would extend the term of the Interlocal to January 31, 2027, make certain other changes, and require Miami-Dade County, along with Broward, Monroe, and Palm Beach counties, to contribute a total of \$300,000.00 each (\$25,000.00 per county, per fiscal quarter) for Compact-related services over the term of the extension.

Scope

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

Delegation of Authority

This resolution would delegate to the County Mayor or County Mayor's designee the authority to execute amendments for extensions of time to the 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.

Fiscal Impact/Funding Source

This Amendment to the Interlocal commits Miami-Dade County to payment to Broward County of \$25,000.00 each fiscal year quarter, for a total of \$300,000.00 over the extended term of January 1, 2024, to January 31, 2027. This amount funds continued support and engagement by Broward County of the Institute for Sustainable Communities (ISC) and staffing, tasks, and services as detailed on the attached Scope of Services (see Scope of Services, attached as Exhibit A to Interlocal). The future annual contributions will be included in the respective proposed Office of Resilience operating budgets FY 2023-24 through FY 2026-27 for final adoption by the Board (General Funds, Fund: G3015, Dept: RE09010000, Grant: NO-GRANT, Account: 5224300000).

Track Record/Monitor

The Chief Resilience Officer, James F. Murley, will be responsible for monitoring the Interlocal and its associated activities.

Background

In 2010, the counties of Miami-Dade, Palm Beach, Broward, and Monroe entered into the Southeast Florida Regional Climate Change Compact, an interlocal agreement which recognizes and formalizes the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida.

In the 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 three Regional Climate Action Plans ("RCAP"), a Unified Sea Level Rise Projection for Southeast Florida and subsequent updates, a regional vulnerability analysis, and joint annual state and federal legislative programs. In addition, fourteen successful annual Regional Climate Leadership Summits have been planned and executed with the next Summit being planned in Miami-Dade County. 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.

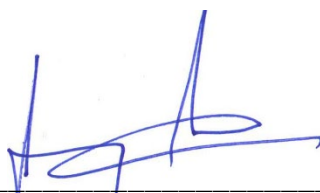
The success of the Compact has been underpinned by the coordination and facilitation services provided by the ISC and its staff. Staff from the ISC are intimately familiar with the individuals, issues, priorities, and processes relating to the Compact's history, progress, and

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 four counties to continue to have Broward County contract with 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 ended which necessitated that the four counties increase their individual contributions to maintain the same level of ISC support.

In 2018, this Board approved a Compact-related interlocal agreement by Resolution No. R-520-18 (2018 Agreement) on May 15, 2018, that 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. Subsequently, another Interlocal Agreement was approved by Resolution No. R-1248-20 on December 15, 2020, which provided that the County would commit to a payment to the Compact for the ISC of \$275,000.00 over the three-year period of January 1, 2021 – January 1, 2024. The 2020 Interlocal Agreement served 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 quarter) over the period of January 1, 2021 through January 1, 2024; (2) designate Broward County to officially retain and 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.

The attached Amendment extends the 2020 Interlocal Agreement between the four counties for an additional three years, with each county contributing \$25,000.00 each quarter (\$100,000.00 each year), for an additional total of \$300,000.00 per county. The Amendment also includes certain changes to the Scope of Services to be provided by ISC beginning in 2024, through ISC's contract with Broward County.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 6, 2023

FROM: 
Gen Bonzon-Keenan
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)
9-6-23

RESOLUTION NO. _____ R-755-23

RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD, MIAMI-DADE, MONROE AND PALM BEACH COUNTIES, RELATED TO THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT, WHICH WOULD EXTEND THE TIME FOR SUCH INTERLOCAL AGREEMENT, MAKE CERTAIN CHANGES TO THE INTERLOCAL AGREEMENT, AND REQUIRE MIAMI-DADE COUNTY TO PAY BROWARD COUNTY UP TO A TOTAL OF AN ADDITIONAL \$300,000.00 THROUGH JANUARY 31, 2027 FOR SERVICES RELATED TO THE CLIMATE CHANGE COMPACT, AND BY WHICH BROWARD COUNTY WILL CONTINUE TO OFFICIALLY RETAIN AND SUPERVISE INSTITUTE FOR SUSTAINABLE COMMUNITIES ON BEHALF OF THE FOUR COUNTIES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID AMENDMENT TO THE INTERLOCAL AGREEMENT AND EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPROVE EXTENSIONS OF TIME UNDER CERTAIN CONDITIONS

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:

Section 1. Approves the Amendment to the Interlocal Agreement between 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 an additional amount of \$300,000.00 over the three-year period of January 1,

2024 – January 31, 2027, 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.

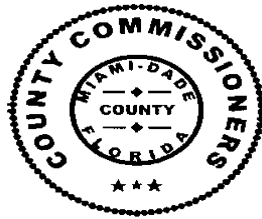
Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Interlocal Agreement, in substantially the form attached as Attachment 1 and exercise the termination provisions contained therein.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute amendments for extensions of time to the 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 specifically approved by separate action of this Board.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of September, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "ASR", is written over a horizontal line.

Abbie Schwaderer-Raurell

ATTACHMENT 1



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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. TERM AND TIME OF PERFORMANCE

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

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

ARTICLE 4. COMPENSATION

- 4.1 **Payment to Broward.**

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

...

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

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

4.2 METHOD OF BILLING AND PAYMENT

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

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

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

For the Initial Term:

...

For the Renewal Term:

Fiscal Year 2024: Quarter 1 \$25,000

Fiscal Year 2024: Quarter 2 \$25,000

Fiscal Year 2024: Quarter 3 \$25,000

Fiscal Year 2024: Quarter 4 \$25,000

Fiscal Year 2025: Quarter 1 \$25,000

Fiscal Year 2025: Quarter 2 \$25,000

Fiscal Year 2025: Quarter 3 \$25,000

Fiscal Year 2025: Quarter 4 \$25,000

Fiscal Year 2026: Quarter 1 \$25,000

Fiscal Year 2026: Quarter 2 \$25,000

Fiscal Year 2026: Quarter 3 \$25,000

Fiscal Year 2026: Quarter 4 \$25,000

8. Section 9.7 of the Agreement is amended as follows:

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

FOR BROWARD:

Broward County ~~Environmental Protection and Growth Management~~ **Resilient Environment** Department

Attn: Jennifer Jurado, PhD, Deputy Director

Governmental Center, Room 329B

115 South Andrews Avenue

Fort Lauderdale, Florida 33301

Email address: jjurado@broward.org

FOR MIAMI-DADE:

Miami-Dade Office of Resilience, Regulatory & Economic Resources Department

Attn: ~~Nichole Hefty~~ **Kimberly Brown**, Deputy Resilience Officer

Stephen P. Clark Center

111 NW 1st Street, 12th Floor

Miami, Florida 33128

Email address: ~~Nichole.Hefty@miamidade.gov~~ **Kimberly.Brown@miamidade.gov**

FOR MONROE:

Monroe County Administration

Attn: Rhonda Haag, Chief Resilience Officer

102050 Overseas Highway, Ste. 246

Key Largo, FL 33037

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

FOR PALM BEACH:

Palm Beach County Office of Resilience

Attn: Megan Houston, Director

2300 North Jog Road, 4th Floor

West Palm Beach, FL 33411

Email address: MSHouston@pbcgov.org

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

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

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

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

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

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

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, and Contributing Counties, signing by and through their officials, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

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

By _____
Maite Azcoitia (Date)
Deputy County Attorney

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

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

MIAMI-DADE

WITNESSES:

MIAMI-DADE COUNTY

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

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

MONROE

WITNESSES:

MONROE COUNTY

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

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

PALM BEACH

WITNESSES:

PALM BEACH COUNTY

Signature

By: _____
Mayor

Print Name of Witness above

Print Name

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:
Sharon R. Bock
Clerk and Comptroller

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

By: _____
Deputy Clerk

(CORPORATE SEAL OR NOTARY)

APPROVED AS TO TERMS AND CONDITIONS

By _____
Department Director

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

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

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

Task 1: Provide Secretariat Services for the Compact

Task 1.1: Compact Leadership Committee Meeting Support

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

Task 1.2: Biannual (2x annually) Compact Retreats

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

Task 1.3: General Compact Support – Priority Tasks

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

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

Representative tasks include: Participating on Summit planning team calls; assisting with the development of Summit themes, panels, and deliverables; assisting with the identification and engagement of speakers for the Summit; traveling to and participating in the Summit. ISC shall pay for a competitively priced event management software solution for the annual Leadership Summit. The Compact website will include a robust Summit page(s) to be used to host all information related to Summit, rather than an external website.

Task 1.5: General Fundraising Support

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

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

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

Task 2: Provide Implementation Support for the Regional Climate Action Plan ("RCAP")

Task 2.1: RCAP Implementation Workshops (up to three per year)

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

Task 2.2: RCAP Resources and Guidance Products

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

on the Compact website.

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

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

Task 4: Southeast Florida Climate Indicators

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

Task 5: Inflation Reduction Act (IRA) Funding Support

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

Task 6: Compact Communications Support

Task 6.1: Compact Website and Compact Currents

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

Task 6.2: Press/Media Relations and External Inquiries Support

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

Task 6.3: Compact Communication Collateral Development and Maintenance

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

Deliverables

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

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

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

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

Indirect Costs—ISC's indirect cost calculation methodology uses a modified total direct cost base consisting of total direct costs, less grant agreement amounts that exceed \$25,000. ISC's NICRA is currently 29.7% percent of its modified total direct cost base.



October 27, 2022

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

Dear Ms. Lovato,

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

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

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

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

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

Sincerely,

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

Enclosure: USAID NICRA

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



NEGOTIATED INDIRECT COST RATE AGREEMENT

October 27, 2022

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

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

SECTION I: NEGOTIATED INDIRECT COST RATES

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

Base of Application

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

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