



FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND INSTITUTE FOR SUSTAINABLE COMMUNITIES FOR COORDINATION AND FACILITATION SERVICES FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Institute for Sustainable Communities, a Vermont not-for-profit corporation, registered to do business in the State of Florida ("ISC") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement Between Broward County and Institute for Sustainable Communities for Coordination and Facilitation Services for the Southeast Florida Regional Climate Change Compact, effective as of January 1, 2021 ("Agreement"), to provide coordination and facilitation services to the Member Counties (as hereinafter defined).

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

C. County, MiamiDade County, Palm Beach County, and Monroe County ("Member Counties") adopted the Southeast Florida Regional Climate Change Compact ("Compact") in 2009. Since adopting the Compact, the Member Counties, 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. ISC has provided coordination and facilitation services to the Member Counties since 2011 to advance the aims of the Compact.

E. Section 1.7 and Exhibit A of the Agreement specify the services required to be performed by ISC.

F. The Agreement is scheduled to terminate at 11:59 PM on January 1, 2024 ("Term"). The Agreement may be amended 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 ISC.

G. Article 4 of the Agreement specifies the terms for compensation to ISC.

H. The Parties now desire to amend the Agreement (i) to revise the services to be rendered by ISC; (ii) to extend the Term by three (3) years; (iii) to revise the amount that County will pay ISC 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 ISC shall perform all work identified in this Agreement, including, without limitation the work set forth in Exhibit A for the Initial Term (as hereinafter defined), and Exhibit A-1 for the Renewal Term (as hereinafter defined). The Scope of Services is a description of ISC's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by ISC impractical, illogical, or unconscionable.

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

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The initial term of this Agreement shall begin on January 1, 2021, and shall end at 11:59 PM on January 31, 2024 ("Initial Term"). The Initial Term shall be extended to end at 11:59 p.m. on January 31, 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 any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, as well as the execution of and receipt of funds set forth in a funding agreement between the County and County's partners in the Southeast Florida Regional Climate Change Compact.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement, as amended, 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 County will pay ISC a maximum not-to-exceed amount of One Million One Hundred Thousand Dollars (\$1,100,000), including reimbursables, for Services provided pursuant to this Agreement for the Initial Term. County will pay ISC a maximum not-to-exceed amount of One Million Two Hundred Thousand Dollars (\$1,200,000) for Services provided pursuant to this Agreement for the Renewal Term.

Payment shall be made pursuant to this Agreement, as set forth in Exhibit B for the Initial Term and Exhibit B-1 for the Renewal Term (Payment Schedule), which amount shall be accepted by ISC as full compensation for all such work. ISC acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate ISC for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon ISC's obligation to perform all items of work required under this Agreement. Unless otherwise agreed to in writing by County, continuation of this Agreement and County's quarterly payment obligation are contingent on each of County's partnering counties contributing, and County's receipt of, twenty-five percent (25%) of the lump sum pursuant to the Interlocal Agreement Between Broward County, MiamiDade County, Monroe County, and Palm Beach County for Cost Share Support of Services for the Southeast Regional Climate Change Compact; which money shall be collected by County and paid pursuant to this Agreement.

4.2 METHOD OF BILLING AND PAYMENT

...
4.2.2 Any invoice by ISC shall not exceed the maximum amount set forth in Exhibit B for the Initial Term and Exhibit B-1 for the Renewal Term for the applicable Services.

4.3 **Reimbursables.** For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, ISC agrees to comply with Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit A expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursements in connection with any travel costs or travel-related expenses shall not be permitted for any services rendered pursuant to Exhibit A-1 of this Agreement.

...

8. Section 10.2.4 of the Agreement is amended as follows:

...

IF ISC HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO ISC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1270, nellison@broward.org, 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301 BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, JUDI KLADEMAN, AT 954-357-6613, JKLADERMAN@BROWARD.ORG, 115 S ANDREWS AVE, RM 329D, FORT LAUDERDALE, FLORIDA 33301.

9. Section 10.7 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 COUNTY:

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 ISC:

Institute for Sustainable Communities
Attn: Nicholas R. Stevens, Chief Operating Officer
535 Stone Cutter's Way
Montpelier, VT 05602
Email address: nstevens@sustain.org

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

11. Exhibit B-1, Payment Schedule for Renewal Term, attached hereto, is hereby incorporated by reference.

12. 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.

13. 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.

14. ISC acknowledges that through the date this First Amendment is executed by the Parties, ISC has no claims or disputes against Broward with respect to any of the matters covered by the Agreement.

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

16. 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 7th day of September, 2023, and ISC, signing by and through its Interim President, duly authorized to execute same.

COUNTY

ATTEST:

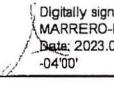
By: 
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

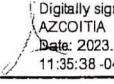
By: 
Mayor
7th day of September 2023



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

ALEXIS MARRERO-KORATICH
By 
Digitally signed by ALEXIS MARRERO-KORATICH
Date: 2023.05.19 11:20:17 -04'00'

Alexis I. Marrero Koratich (Date)
Assistant County Attorney

MAITE AZCOITIA
By 
Digitally signed by MAITE AZCOITIA
Date: 2023.05.19 11:35:38 -04'00'

Maite Azcoitia (Date)
Deputy County Attorney

AIK/gmb
First Amendment (DRAFT)
02/24/2023
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**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND INSTITUTE FOR
SUSTAINABLE COMMUNITIES FOR COORDINATION AND FACILITATION SERVICES FOR THE
SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT**

ISC

WITNESSES:

Institute for Sustainable Communities, a
Vermont not-for-profit corporation,
registered to do business in the State of
Florida

Li'l Stu

Signature

NICHOLAS STEVENS

Print Name of Witness above

Michael Wetherell

Signature

Michael Wetherell

Print Name of Witness above

By: Ann Condon

Authorized Signor

Ann Condon, Interim President

Print Name and Title

17 day of May, 2023

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

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

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

Task 1: Provide Secretariat Services for the Compact

Task 1.1: Compact Leadership Committee Meeting Support

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

Task 1.2: Biannual (2x annually) Compact Retreats

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

Task 1.3: General Compact Support – Priority Tasks

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

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

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

Task 1.5: General Fundraising Support

Representative tasks include: Identifying new grant resources for the Compact (federal, state, or private philanthropy) and coordinating the development of proposals and budgets in partnership

with the CLC and Contract Administrator, as appropriate. As appropriate and directed by the Compact, ISC staff will facilitate annual proposal development and submission of the Department of Environmental Protection's Resilient Florida grant. Depending on the structure of the grant application or grant agreement, certain approvals from various County administration or governing boards may be required.

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

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

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

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

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

Task 2.2: RCAP Resources and Guidance Products

Representative tasks include: Developing and providing continual updates to an online library of curated and reviewed resources to accompany RCAP recommendations. Additionally, at the Compact's request, ISC will develop RCAP Implementation Guidance Products to support

workshop topics, reports that compile all resources provided by workshop speakers on a given topic, as well as additional case studies, technical information, tools, policy guidance, or useful information to support implementation of recommendations. Guidance products will be posted on the Compact website.

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

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

Task 4: Southeast Florida Climate Indicators

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

Task 5: Inflation Reduction Act (IRA) Funding Support

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

Task 6: Compact Communications Support

Task 6.1: Compact Website and Compact Currents

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

Task 6.2: Press/Media Relations and External Inquiries Support

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

Task 6.3: Compact Communication Collateral Development and Maintenance

Representative tasks include: Developing and updating templates for Compact presentations

for

use by Parties; developing and updating Compact fact sheets and other communication pieces as requested by the Parties, or as required by the circumstances.

Deliverables

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

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

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

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

Indirect Costs—ISC's indirect cost calculation methodology uses a modified total direct cost base consisting of total direct costs, less grant agreement amounts that exceed \$25,000. ISC's NICRA is currently 29.61% percent of its modified total direct cost base.



October 27, 2022

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

Dear Ms. Lovato,

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

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

Note that these indirect cost rates apply to all flexible-priced awards/contracts incorporating provisional indirect cost rates. For awards that incorporate these rates, you are directed within 120 days to take the necessary actions to adjust year 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 rkhym@usaid.gov at your earliest convenience. If you prefer, send a signed copy of the NICRA to me at the following address: MOAAA/CAS/OCC, UA, Room 103.1A, 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

- Total labor dollars excluding national in-country staff salaries, expatriate allowances, relocation allowances, and temporary staff
- 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

Exhibit B-1 – Payment Schedule for Renewal Term

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B-1.

Fiscal Year 2024: Quarter 1	\$100,000
Fiscal Year 2024: Quarter 2	\$100,000
Fiscal Year 2024: Quarter 3	\$100,000
<u>Fiscal Year 2024: Quarter 4</u>	<u>\$100,000</u>
Fiscal Year 2024 Total	\$400,000

Fiscal Year 2025: Quarter 1	\$100,000
Fiscal Year 2025: Quarter 2	\$100,000
Fiscal Year 2025: Quarter 3	\$100,000
<u>Fiscal Year 2025: Quarter 4</u>	<u>\$100,000</u>
Fiscal Year 2025 Total	\$400,000

Fiscal Year 2026: Quarter 1	\$100,000
Fiscal Year 2026: Quarter 2	\$100,000
Fiscal Year 2026: Quarter 3	\$100,000
<u>Fiscal Year 2026: Quarter 4</u>	<u>\$100,000</u>
Fiscal Year 2026 Total	\$400,000