

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

This is a First Amendment ("First Amendment") to that certain agreement, made and 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 ("ISC") (collectively referred to as the "Parties").

Recitals

- A. Parties entered into that Agreement Between Broward County and Institute for Sustainable Communities for Coordination and Facilitation Services for The Southeast Florida Regional Climate Change Compact that was fully executed on July 18, 2018, providing for coordination and facilitation services for the Southeast Florida Regional Climate Change Compact, of which Broward County is a founding member, along with Miami-Dade, Monroe, and Palm Beach Counties.
- B. Parties desire to increase the total Calendar Year 2020 payment to Three Hundred Thousand Dollars (\$300,000) (\$75,000 per quarter in 2020) and correspondingly increase the maximum compensation permitted under the Agreement to Seven Hundred Thousand Dollars (\$700,000).
- C. Parties desire to update the Scope of Services to include additional representative tasks that the funding increase will support.

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

- 1. Section 4.1 of the Agreement is hereby amended to read as follows:
 - 4.1 For the Term, County will pay ISC a maximum amount of ~~Six~~ Seven Hundred Thousand and 00/100 Dollars (~~\$600,000.00~~ \$700,000.00), including reimbursables, for services provided pursuant to this Agreement.
- 2. "Exhibit A – Scope of Services" of the Agreement is hereby amended as set forth in Amended Exhibit A.
- 3. "Exhibit B – Payment Schedule" of the Agreement is hereby amended as set forth in Amended Exhibit B.
- 4. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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: 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 ISC, signing by and through its _____, duly authorized to execute same.

COUNTY

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: _____
Benjamin D. Crego (Date)
Assistant County Attorney

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

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ISC

INSTITUTE FOR
SUSTAINABLE COMMUNITIES

WITNESSES:

Signature

Print Name

Signature

Print Name

By _____
George Hamilton, President

_____ day of _____, 20__.

(SEAL)

Amended Exhibit A – Scope of Services

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

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 ("Climate 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, 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 Climate 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 Climate Compact; developing meeting agendas in partnership with the Compact Leadership Committee and chairperson, as appropriate; compiling hot topics for discussion with the Climate Compact; facilitating communications by Climate Compact partners; assembling requests for Climate Compact support and engagement; and conducting tasks in accordance with all applicable laws.

Task 1.2: Biannual (2x annually) Climate Compact Retreats

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

Task 1.3: General Climate Compact Support – Priority Tasks

Representative tasks include: Providing support on short and longer-term tasks as prioritized and assigned by the Compact Leadership Committee 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 Climate Compact partners; developing an annual Climate Compact work plan in collaboration with the Climate Compact Leadership Committee and the Contract Administrator, as appropriate, to guide Climate 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 Climate Compact (federal, state, or private philanthropy) and coordinating the development of proposals and budgets in partnership with the Compact Leadership Committee and Contract Administrator, as appropriate.

Task 1.6: Climate 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 Climate 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 Climate Compact website. ISC must pay for all workshop event costs, including ISC staff travel costs, venue, audiovisual equipment, catering, printing, and other miscellaneous costs.

Task 2.2: Conduct a regional Greenhouse Gas Inventory

Representative tasks include: Developing inventory scope in collaboration with guidance from the Climate Compact Leadership Committee and Contract Administrator, as appropriate; obtaining data from all relevant sources across the region; analyzing data; writing, formatting, and publishing a report.

Task 2.3: 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: Climate Compact Communications Support

Task 3.1: Climate Compact Website and Climate Compact Currents

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

Task 3.2: Press/Media Relations and External Inquiries Support

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

Task 3.3: Climate Compact Communication Collateral Development and Maintenance

Representative tasks include: Developing and updating template Climate Compact presentations for each Party's use; developing and updating Climate Compact fact sheet 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 three 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 United States Agency for International Development, ISC's cognizant audit agency.

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

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

Indirect Costs—ISC's indirect cost calculation methodology uses a modified total direct cost base consisting of total direct costs, less grant agreement amounts that exceed \$25,000. ISC's NICRA is currently 28 percent of its modified total direct cost base.

Amended Exhibit B – Payment Schedule

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.

2018: Calendar Quarter 1	\$50,000
2018: Calendar Quarter 2	\$50,000
2018: Calendar Quarter 3	\$50,000
2018: Calendar Quarter 4	\$50,000
2018 Total	\$200,000
2019: Calendar Quarter 1	\$50,000
2019: Calendar Quarter 2	\$50,000
2019: Calendar Quarter 3	\$50,000
2019: Calendar Quarter 4	\$50,000
2019 Total	\$200,000
2020: Calendar Quarter 1	\$50,000 <u>\$75,000</u>
2020: Calendar Quarter 2	\$50,000 <u>\$75,000</u>
2020: Calendar Quarter 3	\$50,000 <u>\$75,000</u>
2020: Calendar Quarter 4	\$50,000 <u>\$75,000</u>
2020 Total	\$200,000 <u>\$300,000</u>