

**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. WHEREAS, Southeast Florida is one of the most vulnerable areas in the country to the impacts of climate change; and
- B. WHEREAS, the Parties adopted the Southeast Florida Regional Climate Change Compact ("Compact") in 2009; and
- C. WHEREAS, since adopting the Compact, the Parties have worked with one another and numerous other stakeholders to address climate change at the regional level; and
- D. WHEREAS, in the eight years since the Compact was adopted, the Parties and other stakeholders successfully completed a 110 recommendation Regional Climate Action Plan and a significant update to this plan after a five-year implementation period, a unified sea level rise projection for Southeast Florida, a regional greenhouse gas emissions inventory, a regional vulnerability analysis, joint annual state and federal legislative programs, planning and execution of nine Regional Climate Leadership Summits, and other joint activities, earning significant national and international attention; and
- E. WHEREAS, the Parties have recognized the benefits of regional coordination since the adoption of the Compact; and
- F. WHEREAS, 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; and
- G. WHEREAS, the Kresge Foundation ("Kresge") has committed to contribute \$500,000 to ISC for coordination and facilitation services for the Compact for calendar years 2018 through 2020, to further augment Compact implementation; and
- H. WHEREAS, the Parties desire to continue to engage ISC to provide coordination and facilitation services; and

- I. WHEREAS, the Parties acknowledge that a contract for services with ISC would be most efficiently retained and supervised by one county; and
- J. WHEREAS, 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 **Contract Administrator**. The Director of the Broward County Environmental Planning and Community Resilience Division.
- 1.3 **County Administrator**. The administrative head of Broward appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for Broward appointed by the Board.
- 1.5 **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 Contributing Counties agree to each remit up to \$150,000 to Broward as their share of costs based on an invoice from Broward, which Broward shall pay to ISC pursuant to the Agreement between Broward County and Institute for Sustainable Communities for Coordination and Facilitation Services for the Southeast Florida Regional Climate Change Compact. The money remitted to Broward will be used to pay ISC as coordinator and facilitator of the Compact. Broward agrees to also remit up to \$150,000 to ISC and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A. All parties agree to contribute equal amounts, within the dollar limits of this agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on March 1, 2018, and shall end at 11:59 PM on February 28, 2021 ("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 February 28, 2021. 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	\$150,000
Monroe	\$150,000
Palm Beach	\$150,000
TOTAL NOT TO EXCEED	\$450,000

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, Director, Environmental Planning and Resilience Division, and Chief Resilience Officer
Governmental Center, Suite 329H
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:

2018: Calendar Quarter 2	\$25,000 for services provided by ISC in Calendar Quarters 1 and 2
2018: Calendar Quarter 3	\$12,500
2018: Calendar Quarter 4	\$12,500
2019: Calendar Quarter 1	\$12,500
2019: Calendar Quarter 2	\$12,500

2019: Calendar Quarter 3	\$12,500
2019: Calendar Quarter 4	\$12,500
2020: Calendar Quarter 1	\$12,500
2020: Calendar Quarter 2	\$12,500
2020: Calendar Quarter 3	\$12,500
2020: Calendar Quarter 4	\$12,500

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, Broward's agreement with ISC 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 agreement for Services between ISC and Broward 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. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD:

Broward County Environmental Planning and Community Resilience Division
Attn: Jennifer Jurado, PhD, Director and Chief Resilience Officer
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR MIAMI-DADE:

Miami-Dade Office of Resilience, Regulatory & Economic Resources Department
Attn: James F. Murley, Chief Resilience Officer
Stephen P. Clark Center
111 NW 1st Street, 12th Floor
Miami, Florida 33128
Email address: MURLEYJ@miamidade.gov

FOR MONROE:

Monroe County Administration
Attn: Rhonda Haag, Sustainability and Projects Director
102050 Overseas Highway, Ste. 246
Key Largo, FL 33037
Email address: Haag-Rhonda@MonroeCounty-FL.Gov

FOR PALM BEACH:

Palm Beach County Administration
Attn: Director, Office of Resilience
Board of County Commissioners, Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401
Email address: ResilientPBC@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.

- 9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Each of the Parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.10 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 9.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.
- 9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 9.14 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.
- 9.15 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with

this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY ANY OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF ALL OTHER PARTIES IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

- 9.16 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Contributing Counties or others delegated authority or otherwise authorized to execute same on their behalf.
- 9.17 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 9.18 Payable Interest
- 9.18.1 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__.

Insurance requirements approved by
Broward County
Risk Management Division:

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: _____

Name: _____

Title: _____

By: _____
Benjamin D. Crego (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,
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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 2018 - 2020 |

The Institute for Sustainable Communities ("ISC") shall provide a level of effort and time per year that will not be less than the equivalent of two (2) full-time employees during the contracted period. This level of effort will combine the time and expertise of ISC staff to provide services to the 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. The details of the services ISC shall perform are articulated in the tasks and deliverables set forth below.

Task 1: Provide Secretariat Services for the Compact

Task 1.1: Bi-weekly Staff Steering Committee Call Support

Representative tasks include: Identifying key strategic and management issues for the ongoing success of the Compact, developing the bi-weekly agenda in partnership with the Staff Steering Committee ("SSC"), compiling hot topics for discussion with the Compact, facilitating communications between Compact partners, and assembling requests for Compact support and engagement.

Task 1.2: Biannual (2x annually) Staff Steering Committee Retreats

Representative tasks include: Identifying key strategic and management issues for the ongoing success of the Compact; providing strategic advice to the SSC; developing the retreat agenda in partnership with the SSC.

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 SSC 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.

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 SSC.

Task 2: Provide implementation support for the Regional Climate Action Plan ("RCAP") 2.0

Task 2.1: RCAP Implementation Workshops (two per year)

Representative tasks include: Designing the workshop and agenda; managing logistics; and producing the guidance materials from the RCAP for the Compact website.

Task 3: Compact Communications Support

Task 3.1: 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 the Compact's quarterly e-newsletter.

Deliverables

ISC shall 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 SSC.

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.

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Attachment A – ISC Negotiated Indirect Cost Rate Agreement



NEGOTIATED INDIRECT COST RATE AGREEMENT

September 29, 2017

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 OMB Circular A-122 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 Attachment A, Section E.2.(a), of the Circular. Effective December 26, 2014, the authority contained in Appendix IV, Section C.2.a., of 2 Code of Federal Regulations (CFR) 200 applies.

SECTION I: NEGOTIATED INDIRECT COST RATES

TYPE	EFFECTIVE PERIOD		INDIRECT COST RATES	
	FROM	THROUGH	FRINGE BENEFITS (a)	OVERHEAD (b)
Final	10-01-14	09-30-15	30.93%	29.14%
Final	10-01-15	09-30-16	30.97%	29.66%
Provisional	10-01-16	Until Amended	35.00%	28.00%

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

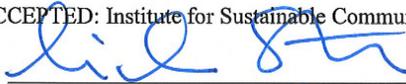
SECTION II: GENERAL

- 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
10/04/17
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