

**SECOND 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 Second Amendment ("Second 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, as amended by that certain 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, effective as of September 7, 2023 ("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, Miami-Dade 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. The Member Counties have experienced budgeting challenges and will no longer be able to contribute the amounts specified in the Agreement. In response to such budgeting challenges, the Parties have coordinated with ISC to adjust the services rendered by ISC and the compensation to be paid by County.

F. The Agreement is scheduled to terminate at 11:59 PM on January 1, 2027 ("Term"). The Parties are desirous of amending the Term of the Agreement to terminate on October 1, 2026.

G. The Parties now desire to amend the Agreement (i) to revise the services to be rendered by ISC; (ii) to amend the Term to terminate at 11:59 PM on October 1, 2026; (iii) to revise the amount that County will pay ISC during the 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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Second 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 Resilient Environment Public Works and Environmental Services 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), and Exhibit A-2 for the Amended 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), and Exhibit A-2 for the Amended 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 September 30, 2025 ("Renewal Term");

the Renewal Term shall be amended to begin on October 1, 2025, and shall end at 11:59 PM on September 30, 2026 ("Amended Renewal Term") (the Initial Term and, Renewal Term, and Amended 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 October 31, 2027 2026, 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. County will pay ISC a maximum not-to-exceed amount of Two Hundred Forty-Five Thousand Dollars (\$245,000) for Services provided pursuant to this Agreement for the Amended 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, and Exhibit B-2 for the Amended 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, Miami-Dade 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, and Exhibit B-2 for the Amended Renewal Term for the applicable Services.

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 COUNTY:

Broward County Resilient Environment Public Works and Environmental Services
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

9. Exhibit A-2, ISC Scope of Services for Renewal Term, attached hereto, is hereby incorporated by reference.

10. Exhibit B-2, Payment Schedule for Renewal Term, attached hereto, is hereby incorporated by reference.

11. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second 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 Second 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.

12. Preparation of this Second 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.

13. ISC acknowledges that through the date this Second 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.

14. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

15. This Second 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 Second 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 _____, 2025, and ISC, signing by and through its _____ 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

ALEXIS
MARRERO-
By KORATICH
Digitally signed by ALEXIS
MARRERO-KORATICH
Date: 2025.11.05 15:05:59
-05'00'
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

MAITE
AZCOITIA
By AZCOITIA
Digitally signed by MAITE
AZCOITIA
Date: 2025.11.05
15:09:59 -05'00'
Maite Azcoitia (Date)
Deputy County Attorney

AIK/gmb
Second Amendment
11/5/2025

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ISC

WITNESSES:

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

Lauren Dennis

Signature

Lauren Dennis

Print Name of Witness above

Russell Paez

Signature

Russell Paez

Print Name of Witness above

By: Rebecca Kaduru

Rebecca Kaduru, President

5 day of November, 2025

Exhibit A-2 – ISC Scope of Services for Amended Renewal Term

ISC Scope of Services

Support for the Southeast Florida Regional Climate Change Compact Statement of Work for FY2026

In 2009, government leaders from Broward, Miami-Dade, Monroe, and Palm Beach counties came together to form the Southeast Florida Regional Climate Change Compact ("Compact"). For more than 15 years, the Compact counties have demonstrated national leadership through regional collaboration and resilience planning, building the capacity and catalyzing support for coordinated action that safeguards regional assets and economic health. In response to shared vulnerabilities, the Compact has forged partnerships with critical stakeholders, positioned the region for investment and innovation, and enabled the development of a regional voice and vision for future prosperity in Southeast Florida.

Since the inception of the Compact, the Institute for Sustainable Communities ("ISC") has supported the Compact's goals and deliverables through specialized technical expertise, strategic guidance, and contextual knowledge rooted in the region's unique environmental and social landscape. Drawing on its deep background in climate resilience and its longstanding engagement in Southeast Florida, ISC will support the Compact in developing and implementing resilience strategies, enhancing regional coordination, and strengthening the capacity of local governments to respond effectively to climate risks and vulnerabilities.

The details of the services ISC must perform are articulated in the tasks and deliverables set forth below:

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 one and a half (1.5) 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 expert teams and advisory groups, ISC must conduct all tasks in accordance with the Sunshine Law, the Public Records Act, and all other applicable law.

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 Strategic Planning Meetings

Representative tasks include: Identifying key strategic and management issues for the ongoing success of the Compact; facilitating refinements to the Compact's Annual Work Plan; providing strategic advice to the CLC and associated staff from the Parties; developing the meeting agenda with input by CLC and resilience staff from the Parties; conducting the meeting in accordance with all applicable laws, and paying for various meeting-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, representative tasks include participation in meetings on behalf of the Compact, collating and disseminating relevant information, issues tracking and reporting, identifying opportunities for Compact positioning and collaborations; implementing the Compact's Annual work plan in collaboration with the CLC and the Contract Administrator, as appropriate, to further the 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 regional resilience issues and annual priorities in collaboration with SME teams based on the region's technical needs; developing agendas for participants; scheduling meetings; providing facilitation during the meetings; taking meeting notes, and tracking progress through completion; providing data driven research and analytical

evaluation for strategic decision-making; and supporting the development of bespoke regional resources, tools, and reports, as requested by the Compact partners; 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 two 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 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 Compact Currents, the 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 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 3.3: 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.

Exhibit B-2 – Payment Schedule for Amended 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-2.

Fiscal Year 2026: Quarter 1	\$61,250
Fiscal Year 2026: Quarter 2	\$61,250
Fiscal Year 2026: Quarter 3	\$61,250
<u>Fiscal Year 2026: Quarter 4</u>	<u>\$61,250</u>
Fiscal Year 2026 Total	\$245,000