

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

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

RECITALS

A. The Parties entered into the Interlocal Agreement among Broward County, Miami-Dade County, Monroe County, and Palm Beach County for Cost Share Support of Services for the Southeast Florida Regional Climate Change Compact, effective as of January 1, 2021, as amended by the First Amendment to the Interlocal Agreement among Broward County, Miami-Dade County, Monroe County, and Palm Beach County for Cost Share Support of Services for the Southeast Florida Regional Climate Change Compact, effective as of January 2, 2024 (collectively, the "Agreement"), to provide cost sharing support for the Institute for Sustainable Communities, a Vermont not-for-profit corporation, registered to do business in the State of Florida ("ISC"), that has provided coordination and facilitation services to the Parties since 2011 to advance the aims of the Southeast Florida Regional Climate Change Compact ("Compact").

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

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

D. The Contributing Counties (as defined in the Agreement) are each obligated to pay Broward a maximum amount not to exceed Three Hundred Thousand dollars (\$300,000) to be used as the Contributing Counties' share of costs incurred by Broward pursuant to the ISC Coordination and Facilitation Services Agreement, as amended ("ISC Agreement"). Broward is further obligated to remit to ISC a maximum amount not to exceed Three Hundred Thousand dollars (\$300,000) for its share of the costs incurred pursuant to the ISC Agreement.

E. The Parties 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 through the ISC Agreement and the amount to be paid by the Parties.

F. The Agreement is scheduled to terminate at 11:59 p.m. on January 1, 2027 ("Term"). The Parties are desirous of amending the Term of the Agreement to terminate on September 30, 2026.

G. The Parties, agreeing that it is in their best interest to continue working with one another to continue to address climate change at the regional level, now desire to amend the Agreement (i) to revise the services to be rendered by Broward and the ISC, respectively; (ii) to amend the Term to terminate at 11:59 P.M. on September 30, 2026; (iii) to revise the amount that the Contributing Counties will pay Broward 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 Payment to ISC for Coordination and Facilitation Services during the Term.

...

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

2.1.3 Amended Renewal Term. During the Amended Renewal Term (as herein after defined), Broward shall pay ISC for coordination and facilitation services for the Compact pursuant to the ISC Coordination and Facilitation Services Agreement, as amended. Upon receipt of an invoice pursuant to Section 4.2 of this Agreement, Contributing Counties agree to each remit up to the following to Broward to be used as their share of costs Broward will incur pursuant to the ISC Coordination and Facilitation Services Agreement, as amended:

<u>County:</u>	<u>Not-to-Exceed Amount:</u>
<u>Miami-Dade</u>	<u>\$80,000</u>
<u>Monroe</u>	<u>\$5,000</u>
<u>Palm Beach</u>	<u>\$80,000</u>

All Parties agree to contribute the amounts specified within the dollar limits of this Agreement. To this end, Broward agrees to also remit up to Eighty Thousand (\$80,000) to ISC for Services under the ISC Coordination and Facilitation Services Agreement, as amended, and, on behalf of the Parties, to retain and supervise ISC's performance of the ISC Scope of Services, attached as Exhibit A-2.

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

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on January 1, 2021, and shall end at 11:59 P.M. on January 1, 2024 ("Initial Term"). The Initial Term shall be extended to end at 11:59 P.M. on ~~January 1, 2027~~ September 30, 2025 ("Renewal Term"); the Renewal Term shall be amended to begin on October 1, 2025, and shall end at 11:59 P.M. 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 the Parties' fiscal years is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. The failure of any party to budget or appropriate sufficient funds for this Agreement shall constitute additional grounds any other party to terminate this Agreement pursuant to the procedures in Sections 7.3 and 7.4 of this Agreement. Any extensions of time beyond the Term shall require an amendment to this Agreement, pursuant to the requirements for amendments stated herein.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than ~~January October~~ 31, 2027 ~~2026~~, at 11:59 p.m. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

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

ARTICLE 4. COMPENSATION

4.1 Payment to Broward:

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

...

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

<u>Services/Goods</u>	<u>Not-To-Exceed Amount</u>
<u>Miami-Dade</u>	<u>\$80,000</u>
<u>Monroe</u>	<u>\$5,000</u>
<u>Palm Beach</u>	<u>\$80,000</u>
<u>TOTAL NOT-TO-EXCEED</u>	<u>\$165,000</u>

4.2 METHOD OF BILLING AND PAYMENT

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

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

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

For the Initial Term:

...

For the Renewal Term:

~~Fiscal Year 2024: Quarter 1 \$25,000~~

~~Fiscal Year 2024: Quarter 2 \$25,000~~

~~Fiscal Year 2024: Quarter 3 \$25,000~~

~~Fiscal Year 2024: Quarter 4 \$25,000~~

~~Fiscal Year 2025: Quarter 1 \$25,000~~

~~Fiscal Year 2025: Quarter 2 \$25,000~~

~~Fiscal Year 2025: Quarter 3 \$25,000~~

~~Fiscal Year 2025: Quarter 4 \$25,000~~

~~Fiscal Year 2026: Quarter 1 \$25,000~~

~~Fiscal Year 2026: Quarter 2 \$25,000~~

~~Fiscal Year 2026: Quarter 3 \$25,000~~

~~Fiscal Year 2026: Quarter 4 \$25,000~~

For the Amended Renewal Term:

Fiscal Year 2026: Quarter 1 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)

Fiscal Year 2026: Quarter 2 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)

Fiscal Year 2026: Quarter 3 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)

Fiscal Year 2026: Quarter 4 \$20,000 (to Miami-Dade and Palm Beach); and \$1,250 (to Monroe)

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

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

FOR BROWARD:

Broward County ~~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 MIAMI-DADE:

Miami-Dade Department of Environmental Resource Management
Attn: Julie Dick, Deputy Chief Resilience Officer
Stephen P. Clark Center
111 NW 1st Street, 12th Floor
Miami, Florida 33128
Email address: Julie.Dick@miamidade.gov

FOR MONROE:

Monroe County Administration
Attn: Rhonda Haag, Chief Resilience Officer
102050 Overseas Highway, Ste. 246
Key Largo, FL 33037
Email address: Haag-Rhonda@MonroeCounty-FL.gov

FOR PALM BEACH:

Palm Beach County Facilities Development & Operations
Attn: Megan Houston, Division Director, Built Environment Risk Reduction
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Email: MSHouston@pbcgov.org

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

10. 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.

11. 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.

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

13. The effective date of this Second Amendment shall be October 1, 2025.

14. 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 Contributing Counties, signing by and through their officials, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor

____ day of _____, 20____

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

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

By _____
Maite Azcoitia (Date)
Deputy County Attorney

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

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

MIAMI-DADE

WITNESSES:

MIAMI-DADE COUNTY

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20 _____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

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

MONROE

WITNESSES:

MONROE COUNTY

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20 _____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD 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

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

ATTEST:
Sharon R. Bock
Clerk and Comptroller
By: _____
Deputy Clerk

(CORPORATE SEAL OR NOTARY)

APPROVED AS TO TERMS AND CONDITIONS

By _____
Department Director

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 on 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.