



AGREEMENT SUMMARY

1. Other Contracting Party:

MIAMI-DADE COUNTY, MONROE COUNTY, PALM BEACH COUNTY

2. Proposed Action:

[X] New Contract [] Amendment, Number [] Renewal [] Extension

3. Document Type (select one):

Interlocal Agreement

4. Purpose/Description:

For cost share support of services from the Institute for Sustainable Communities for the Southeast Florida Regional Climate Change Compact

5. Special Provisions (select if applicable):

[] Living Wage Program [] SBE Sheltered Market Program
[] Workforce Investment Pilot Program [] M/WBE Program
[] Federal DBE/ACDBE program [] In-Kind Match Required: \$ _____ or _____ %
[] CBE Program [X] Cash Match Required: \$ 150,000 or 25 %

6.a. Effective Dates (for new agreements only):

Start : March 1, 2018
End: February 28, 2021

6.b. Effective Dates (amendments only):

[] No Change
[] End date has changed from _____ to _____.
[] Term has from to .

7. Contract Administrator:

Name: Dr. Jennifer Jurado
Phone: 954-519-1464

8. Contract Type:

[] Cost reimbursement [] Open-end
[X] Firm fixed price [] Time and materials
[] Performance-based [] Other _____

9.a. Contract Value (new contracts)

Table with 2 columns: Description, Value. Rows: Actual/Estimated, Base amount (\$600,000.00), Reimbursables, Optional Services, Total contract value (\$600,000.00)

9.b. Contract Value (amendments only)

Table with 2 columns: Description, Value. Rows: No change/Actual/Estimated, Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value

10. Payment Method

[] Lump Sum Payment
[] Milestone or Progress-Based
[X] Scheduled or Time-Based
[] Other

11. Payment Terms

Broward County will submit to the contributing counties quarterly invoices for proportional cost share reimbursement for services delivered by the Institute for Sustainable Communities (ISC), with payment due no later than thirty (30) days after the receipt of Broward's invoice.

12. Cost Adjustment

[X] Not Applicable [] Fixed Percentage - ___% [] Actual Cost
[] CPI or other Index [] Fixed Amount - \$ _____ [] Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

N/A

15. Termination and Cancellation Provisions

For Cause: WITH TEN DAYS WRITTEN NOTICE
For Convenience: WITH THIRTY DAYS WRITTEN NOTICE

16. Deliverables, milestones or scope of this action:

17. List terms, considerations or deviations from standard county form.

All parties may terminate if any of the Contributing Counties fails to budget or appropriate sufficient funds. All parties may terminate for convenience if ISC is placed on Scrutinized Companies list pursuant to Section 215.473, Florida Statutes.
Invoices due within 30 days of receipt, rather than 15 days.
Second quarter 2018 payment due from each of the Contributing

Counties is \$25,000, instead of the usual quarterly amount of \$12,500, to account for work performed in both first and second quarters of 2018 by ISC under its agreement with Broward, which is retroactive to January 1, 2018.

If ISC has claimed a copyright for any of the documents or materials it produces under the term of its Agreement, 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.

Contributing Counties acknowledge that ISC is an independent contractor and Broward County is not liable for any negligence on ISC's part.