

AGREEMENT BETWEEN SOUTH FLORIDA REGIONAL PLANNING COUNCIL AND BROWARD COUNTY FOR REGIONAL CLIMATE ACTION PLANNING AND PILOT IMPLEMENTATION

This Agreement is entered into on _____, 2012, between the South Florida Regional Planning Council (herein referred to as "SFRPC") and the Broward County Board of County Commissioners (herein referred to as "BCBCC"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

Section 1. Purpose.

A. The purpose of this Agreement is to contract with the BCBCC to assist the SFRPC in developing regional climate action strategies and providing piloted implementation as part of climate resiliency efforts in support of the US Department of Housing and Urban Development (HUD) Southeast Florida Sustainable Communities Initiative Regional Planning Grant.

B. SFRPC and BCBCC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

Section 2. General Terms and Conditions.

A. This Agreement shall begin upon execution and shall have a term of thirty (30) months unless terminated earlier in accordance with Section 6 of this Agreement. The parties have the option to extend the term of the Agreement. BCBCC shall be eligible for reimbursement for work in fulfillment of this agreement performed on or after January 31, 2012, but prior to the date of execution of this agreement.

B. BCBCC shall fully perform the services outlined in the Scope of Work identified as Exhibit "A" of this Agreement, in cooperation with and to the satisfaction of SFRPC.

C. BCBCC shall be paid for technical assistance and work performed towards the development of regional climate action strategies and piloted implementation of a Regional Climate Action Plan in support of the Southeast Florida Regional Vision and Blueprint for Economic Prosperity project the amount of \$75,000.00 per year for two years. The total amount to perform this task is budgeted at \$150,000.00.

D. Both the SFRPC and BCBCC agree to be governed by applicable State and Federal laws, rules and regulations.

E. Modifications of this Agreement may be requested by either party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.

F. SFRPC and BCBC shall mutually agree to establish a mechanism to resolve any conflicts that may arise in implementation of this agreement by using the SFRPC's Regional Dispute Resolution Process or other mutually agreed process.

Section 3. Record Keeping.

A. All records submitted by the BCBC shall be sufficient and complete to verify compliance with the requirements of this Agreement.

B. BCBC shall allow access to its records during normal business hours and upon reasonable advance requests of the SFRPC, its employees and agents.

Section 4. Billing; Reports.

A. BCBC shall provide SFRPC with quarterly billing detailing BCBC's efforts to provide requested services. Payment shall be made within thirty (30) days of receipt of a complete billing.

B. All required lists, reports, and copies prescribed in the Scope of Work shall be completed in a manner acceptable to SFRPC.

Section 5. Liability.

A. Except as otherwise provided in subparagraph (B) below, BCBC shall be solely responsible to parties with whom it shall deal with in carrying out the terms of this Agreement, and shall hold SFRPC harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement.

B. BCBC shall be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against SFRPC and shall be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by BCBC to which sovereign immunity applies. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

C. SFRPC shall be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against BCBC and shall be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by SFRPC to which sovereign immunity applies. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

Section 6. Default, Remedies, Termination.

This Agreement may be terminated with or without cause by either SFRPC or BCBC with sixty (60) days' written notice to other party.

Section 7. Notice and Contact.

A. All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For SFRPC:

James F. Murley
Executive Director
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

For BCBC:

Environmental Protection and
Growth Management
Department
Director, Natural Resources
Planning and Management
Division
115 South Andrews Avenue,
Suite 329 H
Fort Lauderdale, FL 33301

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

Section 8. Subcontracts.

A. When BCBC subcontracts any or all of the work required by this Agreement, BCBC agrees to include in the subcontract that: (1) the subcontractor is bound by all applicable state and federal laws and regulation and the terms and conditions of this Agreement; and (2) the subcontractor shall hold SFRPC harmless, consistent with Section 5 of this Agreement, against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement.

B. BCBC shall provide copies of each subcontract to SFRPC within ten (10) days of its execution.

Section 9. Funding/Consideration.

A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, SFRPC agrees to pay BCBC as outlined in Section 2 of this Agreement.

Section 10. Entirety of Agreement.

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understanding other than those stated herein.

Section 11. Invalidity of Clauses.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section 12. Venue.

To the extent allowed by law, the venue for any action arising from this Agreement shall be in the Seventeenth Judicial Circuit of Broward County, Florida.

Section 13. Attorney's Fees.

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

Section 14. Delegation of Duty.

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the Regional Planning Councils.

Section 15. Filing.

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Broward County pursuant to Section 163.01 (11), Florida Statutes.

Section 16. Equal Opportunity Provision.

SFRPC and BCBCC agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

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 SOUTH FLORIDA REGIONAL PLANNING COUNCIL, signing by and through its EXECUTIVE DIRECTOR, who is duly authorized to execute same by COUNCIL action on the ____ day of _____, 20____.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

County Administrator as Ex-Officio
Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Mayor
____ day of _____, 20____

Approved as to form
Office of County Attorney
Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Michael Owens
Senior Assistant County Attorney

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

ATTEST:

SOUTH FLORIDA REGIONAL
PLANNING COUNCIL

By _____

By: _____
James F. Murley
Executive Director

Date: ____ day of _____, 20

Sam Quorum, SFRPC Attorney
Address
Address
Telephone

By _____
Sam Quorum
SFRPC Attorney

Exhibit “A”

SCOPE OF WORK

Southeast Florida Sustainable Communities Initiative (SCI)

Regional Climate Action Planning and Pilot Implementation

BACKGROUND

In January 2010, the Broward, Miami-Dade, Monroe, and Palm Beach counties jointly entered into the Southeast Florida Regional Climate Change Compact with a commitment to partner in regional climate mitigation and adaptation planning. The Compact counties agreed to work regionally to advance climate and energy policy at the state and federal levels, to dedicate staff to a Compact Work Group, to collaborate in development of baseline tools to support regional mitigation and adaptation planning, and to generate a regional Climate Change Action Plan. The Compact also carried the commitment to annually host a Regional Climate Leadership Summit for the purpose of convening local elected leaders, agency officials, staff, and stakeholders to assess progress, consider new information, and establish priorities for the next year.

During the last two years the Compact Counties have worked collaboratively to implement a stakeholder process that produced Compact deliverables, including a regional greenhouse gas emissions inventory, a unified sea level projection for planning purposes, and a common methodology for conducting vulnerability analyses. Technical workgroups were convened to participate in the development of recommended action strategies as part of a Regional Action Plan, and a Super Committee was established to provide final vetting and refinement to priority recommendations. This resulted in the finalization and release of a Draft Southeast Florida Regional Climate Change Action Plan that provides a strong foundation for advancing climate initiatives within the four counties and the broader 7-county Southeast Florida Sustainable Communities Initiative (SCI) planning region as part of the HUD Sustainable Communities Grant. The efforts of the Compact Counties were referenced in the original Grant application as a model for the region, with the Compact partners having developed a collaborative process, technical foundation, and model action plan that can now be expanded and applied in the development of the Southeast Florida Regional Vision and Blueprint for Economic Prosperity.

This agreement provides continued support for the efforts of the Compact as a model for the SCI. Collaboration will lend additional technical and planning support to the SCI planning process; identification of suitable demonstration projects to leverage Compact/Partnership resources, expertise and ideas; and integration of Regional Climate Compact progress indicators into the Southeast Florida Regional Partnership initiatives.

SPECIFIC RESPONSIBILITIES:

1. Provide technical assistance and planning support - Work with the SFRPC as a representative of the Southeast Florida Climate Change Compact (Compact) to coordinate and lend technical assistance and planning support to the Sustainable Communities Initiative and the Southeast Florida Regional Vision and Blueprint for Economic Prosperity.
 - a. Support the Climate Resilience Work Group to be convened by the SFRPC and Treasure Coast Planning Council (TCRPC) as part of the SCI. Attend meetings and coordinate with partner counties in the SE Florida Regional Climate Change Compact (including Broward, Miami-Dade, Palm Beach and Monroe counties) and local municipalities to encourage participation in the planning process. Assist in the development, review, and finalization of work products, as appropriate. To include coordination with the Executive Directors of the SFRPC and the TCRPC and consultants conducting work on the SCI project.
 - b. Lend technical support to the SCI to facilitate the application of the Compact's planning process and technical tools to all 7 counties in the SCI planning area. Attend appropriate meetings and workshops coordinated by the SFRPC and TCRPC specific to climate action planning and the presentation of the process and tools used by Compact partners to develop the Southeast Florida Regional Climate Change Action Plan. Coordinate with the Executive Directors of the SFRPC and the TCRPC and consultants conducting work on the SCI project.
2. Pilot implementation of climate action strategies - Work regionally and in collaboration with the SFRPC to pilot the implementation of key climate action strategies of regional relevance with a focus on those that will help to advance resiliency and sustainability.
 - a. Provide for continued coordination with partner Counties in the Southeast Florida Regional Climate Change Compact to enhance regional action strategies, such as with the integration of public health recommendations, and implementation.
 - b. Finalize the Southeast Florida Regional Climate Change Action Plan for formal approval, consideration, and use by counties and municipalities in the SCI planning area.
 - c. Coordinate with Compact Partners and the SCI to identify preferred regional action strategies that can be implemented in the immediate timeframe. Work regionally to provide piloted implementation for either replication or scaled expansion as part of regional efforts to build climate resiliency.
3. Host Annual Climate Summits - Coordinate with the Compact Partners and the SCI in the hosting of two Annual Climate Leadership Summits.

- a. Coordinate regionally to host two Southeast Florida Regional Climate Leadership Summits with expanded outreach to the entire SCI planning area. Seek opportunities to include in the agenda sessions and/or panelists highlighting subjects of direct relevance to the SCI US HUD Sustainability Grant.
- b. Provide support to Summit and workshop planning efforts of the SCI where coordination and consistency with the Compact is desired and beneficial.