

FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND ENVIRONMENTAL PR GROUP FOR WATER CONSERVATION OUTREACH AND COMMUNICATIONS SERVICES (RFP # R1403923P1)

This is a First Amendment to the Agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Environmental PR Group, Inc., a Florida corporation ("Environmental PR Group") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement on September 29, 2016, that provides for Environmental PR Group to provide outreach and related support to promote water conservation through Conservation Pays, a water efficient toilet rebate program that includes free distribution of water conserving aerators and showerheads to homes within participating municipalities.

B. The Parties are desirous of amending the Agreement to redirect funds from existing unspent reimbursables related to travel costs towards the implementation of a pilot program to provide direct install plumbing services for water conserving toilets and showerheads, and to provide for a three (3) month extension of time to ensure continuation of program deliverables while procuring a new vendor.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 3, Term and Time of Performance, is amended as follows, with underlines (except as to previously underlined section headings) being insertions, and strikethroughs being deletions:

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2021 December 31, 2021 ("Initial 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.

2. Article 4, Compensation, is amended as follows, with underlines (except as to previously underlined section headings) being insertions and strikethroughs being deletions:

4.1 For the Initial Term, County will pay Environmental PR Group up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount					
Services and other Reimbursables	\$ 4 75,000 <u>500,000</u>					
Reimbursables - Media buys	\$ 500,000					
Reimbursables - Travel	\$ 25,000 <u>9,829</u>					
Reimbursables- Direct Install Plumbing	\$ 16,228 <u>15,171</u>					
TOTAL NOT TO EXCEED	\$ 1,000,000 <u>1,025,000</u>					

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Environmental PR Group as full compensation for all such work. Environmental PR Group acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Environmental PR Group for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Environmental PR Group's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Environmental PR Group shall not be reimbursed for any expenses it incurs under this Agreement.

. . .

- 4.3 <u>Reimbursables</u>. Media buys, t-shirts, printing costs, <u>direct install plumbing services</u>, and travel are reimbursable expenses. <u>Direct install plumbing services shall cover the purchase and installation procedures of water saving toilets and/or showerheads in participating program homes.</u> For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Environmental PR Group agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator.
 - a. Up to FOUR HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED THOUSAND Dollars (\$475,000 500,000) for services actually performed and other reimbursables; and
 - b. Up to an additional FIVE HUNDRED THOUSAND Dollars (\$500,000) for reimbursable media buy expenses; and
 - c. Up to an additional TWENTY FIVE THOUSAND NINE THOUSAND EIGHT HUNDRED TWENTY-NINE Dollars (\$25,000 9,829) for reimbursable travel expenses-; and
 - <u>d.</u> <u>Up to an additional FIFTEEN THOUSAND ONE HUNDRED SEVENTY-ONE Dollars</u> (\$15,171) for reimbursable direct install plumbing services.

3. Exhibit A, Scope of Services, is amended as set forth in Exhibit A, attached hereto, with underlines (except as to previously underlined section headings) being insertions, and strikethroughs being deletions, are attached below.

4. Exhibit B, Payment Schedule, is amended as set forth in Exhibit B, attached hereto, with underlines (except as to previously underlined section headings) being insertions, and strikethroughs being deletions, are attached below.

5. Except as expressly provided herein, all other provisions of the Agreement remain in full force and effect.

(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 Environmental PR Group, Inc., signing by and through its ______, duly authorized to execute same.

COUNTY

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

Mayor

____ day of _____ 2021 _

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

Deanna Kalil Digitally signed by Deanna Kalil Bate: 2021.05.12 17:46:18 -04'00' Deanna Kalil (Date) Assistant County Attorney

MAITE AZCOITIA Date: 2021.05.12 17:51:0								
Maite Azcoitia	(Date)							
Deputy County Attorney								

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#60057AGREEMENT BETWEEN BROWARD COUNTY AND ENVIRONMENTAL PR GROUP, INC. FOR WATER CONSERVATION OUTREACH AND COMMUNICATIONS SERVICES

ENVIRONMENTAL PR GROUP

WITNESSES:

Signature

Aleda K. Budd Print Name of Witness above

Sooldeo

Signature

Sa eo

Print Name of Witness above

ENMIRONMENTAL PR GROUP, INC. By: Dr. Honey Rand SIDCAL HONE And-

Print Name and Title

0 day of 20

ATTEST:

Corporate Secretary or other person authorized to attest

Exhibit A – Scope of Services

Environmental PR Group and County agree that Environmental PR Group shall provide the following Services under this Agreement:

3. Technical Approach

Phases. The Services will be provided in the following Phases:

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4. <u>Rebates and Incentives Program</u>.

The Environmental PR Group shall maintain a database of available incentives; develop targeted communications; develop and secure Commercial Partners,; and provide support and assistance to County staff and Program Partners.

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8. Direct Install Plumbing Services.

The Environmental PR Group shall contract with a company to purchase and provide direct installation and plumbing services with respect to toilets and showerheads in at least 50 predesignated lower-moderate income homes in participating program municipalities and communities. The Environmental PR Group shall be reimbursed for such contract costs.

Deliverable 8.1

The Environmental PR Group shall provide at least 50 homes in participating program municipalities with direct installation services of toilets and showerheads at an estimated cost of \$230-\$250 per installation.

Exhibit B – Payment Schedule

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.

BUDGET	2017 2021 \$1 000 000		L			NT SCHEDU						
BUDGET	2017-2021 - \$1,000,000	2017		2018		2019		2020		2021		
SERVICES	AND OTHER REIMBURSABLES *	2017		2010		2015		2020				
TASK	ITEM	AMOUNT	EFFORT	AMOUNT	EFFORT	AMOUNT	EFFORT	AMOUNT	EFFORT	AMOUNT	EFFORT	TOTAL
TASK 1	STRATEGY AND PLANNING	\$20,000	17%	\$9,250	11%	\$9,250	11%	\$9,250	11%	\$ 9,250 <u>11,750</u>	10%	\$ 57,000 <u>59,5</u>(
	Survey											
	Strategy and Plan											
	Neighborhood Targeting											
	Workshop											
	Finalize Plans Diverse community media and community organization list											
1.0	Diverse community media and community organization list											
TASK 2	WEBSITE	\$15,000	11%	\$10,000	10%	\$10,000	10%	\$10,000	10%	\$ 10,000 - <u>12,500</u>	10%	\$55,000-57,50
	Website development											
	Website Content											
	Work with staff and parnters on website											
	Update structure and highlight featured program											
2.5	Maintain online application and database											
TASK 3	ANNUAL CAMPAIGN	\$44,500	42%	\$44,500	45%	\$44,500	45%	\$44,500	45%	\$44,500-54,500	45%	\$222,500-232,50
	Produce new Branding for review	. ,		. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		. ,		. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, ,		. ,
	Finalize											
3.3	Seek and Secure Program Sponsors											
	Develop materials for partner use											
	Work with staff to finalize programs											
	Develop Messages, Social Media Tools , PSAs											
	PSA production											
	Management of media buys											
	Place buys Verficiation of run times											
	Research and recommend multi media Earned media											
	Targeted community outreach											
5125	Talgeted commany outreach											
TASK 4	REBATE/INCENTIVE PROGRAM	\$24,500	23%	\$20,000	25%	\$20,000	25%	\$20,000	25%	\$ 20,000-<u>30,000</u>	25%	\$ 104,500 <u>114,50</u>
	Support of Co Staff											
	Monthly Review of Program Status											
	Seek partnerships with Home improvement outlets											
	Developed, placed and checked POS											
	Identify and work with smaller retailers											
	Identify commercial businesses willing to be case studies Report and document results											
4./	Report and document results											
TASK 5	RECOGNITION PROGRAMS	\$2,500	2.5%	\$2,500	3%	\$2,500	3%	\$2,500	3%	\$2,500	3%	\$12,50
5.1	Submit Program Initiatives for awards											
	Track submittals and results for staff											
	TRANSLATION	\$2,000	2%	\$2,000	3%	\$2,000	3%	\$2,000	3%	\$2,000	3%	\$10,00
6.1	Translations											
TASK 7	REPORTING	\$2,500	2.5%	\$2,500	3%	\$2,500	3%	\$2,500	3%	\$3,500	4%	\$13,50
	Annual Report	+=,===		+=,===		+=,===		+_,		+0,000		+,
	Finalize Report											
7.3	5-year Report											
7.4	Finalize Report											
	DIRECT INSTALL Direct Install Plumbing Services	<u>\$0</u>	0%	<u>\$0</u>	0%	\$0	0%	<u>\$0</u>	0%	\$15,171	0%	\$15,17
0.1	Sincee materin Fromoling ServiceS	50	0%	30	0%	50	0%	<u>50</u>	0%	213,1/1	0%	<u>313,17</u> .
		A	100%		100%		100%	Ann 8	100%	for 750 101 0-1	100%	
	TOTAL SERVICES AND OTHER REIMBURSABLES	\$111,000		\$90,750		\$90,750		\$90,750		\$ 91,750 , 131,921		\$4 75,000 -500,00
MEDIA PL	JRCHASES	\$100,000		\$100,000		\$100,000		\$100,000		\$100,000		\$500,00
TRAVEL		¢r 000		6F 000		\$ 5,000		\$5,000		\$5,000		60F 00
TRAVEL		\$5,000		\$5,000								\$25,00 \$9,829.0
		\$1,842.06		\$3,208.09		\$2,195.72		\$1,525.91		<u>1,057.22</u>		59,829.0
TOTALS		\$ 216,000 <u>212</u>	842	\$ 195,750 <u>1</u>93	059	\$ 195,750 <u>192,</u>9	246	\$105 7F0 102 7	76	\$ 196,750 - <u>232,978</u>		\$ 1,000,000 <u>1,025,0</u>0
IUTALS		≎ ≈10,000 <u>212</u>	,042	2 133,730 <u>193</u>,	536	2 193,/30 192,5	140	\$ 195,750 <u>192,2</u>	.70	2 150,/50 <u>232,978</u>		,025,00 <u>1,025,0</u>0 2,025,00