

**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	\$ 475,000 <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.

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4.3 Reimbursables. Media buys, t-shirts, printing costs, direct install plumbing services, and travel are reimbursable expenses. Direct install plumbing services shall cover the purchase and installation procedures of water saving toilets and/or showerheads in participating program homes. 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~~
- d. Up to an additional FIFTEEN THOUSAND ONE HUNDRED SEVENTY-ONE Dollars (\$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

By: _____
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
Date: 2021.05.12 17:46:18 -04'00'

By: _____
Deanna Kalil (Date)
Assistant County Attorney

MAITE AZCOITIA Digitally signed by MAITE
AZCOITIA
Date: 2021.05.12 17:51:04 -04'00'

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

Broward County Administrator, as
ex Officio Clerk of the Broward County
Board of County Commissioners

By: _____ Mayor
_____ day of _____, 2021

Approved to form by
Andrew _____
Broward County Attorney
Governmental _____
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) _____

By: _____ (Date)
Deputy _____
Assistant County Attorney

By: _____ (Date)
Maite Azcoitia
Deputy County Attorney

DKgmb
First Amendment to Conservation Pays Agreement.docx
05/04/2021

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

ENVIRONMENTAL PR GROUP

WITNESSES:

ENVIRONMENTAL PR GROUP, INC.

Alede K. Budd
Signature

By: _____
Dr. Honey Rand

Alede K. Budd
Print Name of Witness above

Honey Rand, President
Print Name and Title

Susan Sookdeo
Signature

10 day of MAY, 2021

Susan Sookdeo
Print Name of Witness above

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:

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3. Technical Approach

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

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4. Rebates and Incentives Program.

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.

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