

FIRST AMENDMENT

To

A G R E E M E N T

Between

BROWARD COUNTY

and

DHI Water & Environment, INC.

for

INTEGRATED WATER RESOURCES MANAGEMENT MASTER PLAN
RLI # 20050811-0-EQ-1

This is a First Amendment to that certain Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

DHI WATER & ENVIRONMENT, INC., its successors and assigns, hereinafter referred to as "SECOND PARTY."

WHEREAS, COUNTY and SECOND PARTY entered into an Agreement which was approved by the COUNTY on June 26th, 2007, providing for SECOND PARTY to perform certain services for hydrologic modeling and related activities in the development of a water management master plan for Broward County, hereinafter referred to as "Agreement"; and

WHEREAS, the parties are desirous of amending the statement of work to provide for no changes in funding from COUNTY or SECOND PARTY and is therefore deemed a no-cost amendment to the Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and SECOND PARTY agrees as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. Article 3, "Terms and Time of Performance," Section 3.1 is hereby amended as follows:

3.1 The term of this agreement shall begin on the date it is fully executed by both parties and shall be for a term of ~~one hundred and thirty (130) weeks~~ one hundred and sixty-six (166) weeks; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

3. Article 3, "Terms and Time of Performance," Section 3.2 is hereby amended as follows:

3.2 All duties, obligations, and responsibilities of the SECOND PARTY required by this Agreement shall be completed no later than ~~one hundred and thirty (130) weeks~~ one hundred and sixty-six (166) weeks from the date the Agreement is fully executed by both parties. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

4. Except as amended herein, all other terms and conditions of the Agreement, as incorporated herein, shall 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 First Amendment to Agreement on the respective dates under each signature: 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 _____, 2009, and DHI WATER & ENVIRONMENT, INC., signing by and through its _____, who is duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its BOARD OF COUNTY
COMMISSIONERS

By _____
Mayor

____ day of _____, 2009.

Insurance requirements
approved by Broward County
Risk Management Division

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

By _____
(Date)

By _____
Michael C. Owens (Date)
Senior Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND DHI WATER & ENVIRONMENT, INC. FOR CONSULTANT SERVICES FOR INTERGRATED WATER RESOURCES MANAGEMENT MASTER PLAN RLI # 20050811-0-EQ-1.

DHI WATER & ENVIRONMENT, INC.

By _____
Officer/Director

(Please Type Name of Officer/Director)

____ day of _____, 2009.

ATTEST:

Corporate Secretary

(Please Type Name of Secretary)

____ day of _____, 2009.

(CORPORATE SEAL)