

AGREEMENT

Between

BROWARD COUNTY

and

DHI WATER & ENVIRONMENT, INC.

for

INTEGRATED WATER RESOURCES MANAGEMENT MASTER PLAN

RLI # 20050811-0-EQ-1

AGREEMENT

Between

BROWARD COUNTY

and

DHI WATER & ENVIRONMENT, INC.

for

INTEGRATED WATER RESOURCES MANAGEMENT MASTER PLAN

RLI # 20050811-0-EQ-1

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

DHI WATER & ENVIRONMENT, INC., an Oregon corporation registered to do business in the state of Florida, hereinafter referred to as "SECOND PARTY."

WHEREAS, COUNTY needs to meet projected 2025 water supply demands through traditional and alternative water supply development, reduce saltwater intrusion, decrease flood hazards, improve the hydrologic regimen of wetlands in the urban area, and provide support for the Comprehensive Everglades Restoration Plan (CERP) projects affecting Broward County; and

WHEREAS, sufficient data and modeling are available and development of an integrated water resources management master plan can assist COUNTY and utilities within Broward County to meet such diverse needs and SECOND PARTY has the expertise and experience sufficient to develop an integrated resources water management master plan.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and SECOND PARTY agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Water Resources Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SECOND PARTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 SECOND PARTY shall perform all work identified in this Agreement and Exhibit "A," Statement of Work. The parties agree that the scope of services is a description of SECOND PARTY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by SECOND PARTY impractical, illogical, or unconscionable.

- 2.2 SECOND PARTY acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly authorized by the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).
- 2.3 SECOND PARTY shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. SECOND PARTY agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 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; 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.
- 3.2 All duties, obligations, and responsibilities of SECOND PARTY required by this Agreement shall be completed no later than one hundred and thirty (130) 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.

ARTICLE 4

COMPENSATION

4.1 COUNTY agrees to pay SECOND PARTY, in the manner specified in Section 4.2, the total amount of One Million Dollars (\$1,000,000.00) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by SECOND PARTY as full compensation for all such work. It is acknowledged and agreed by SECOND PARTY that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate SECOND PARTY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon SECOND PARTY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to SECOND PARTY to reimburse its expenses.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 SECOND PARTY may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred. SECOND PARTY shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "F"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and suppliers listed in item 2 of the form, explaining the good cause why payment has not been made.

4.2.2 COUNTY shall pay SECOND PARTY within thirty (30) calendar days of receipt of SECOND PARTY's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

4.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

4.4 Payment shall be made to SECOND PARTY at:

DHI Water & Environment, Inc
319 SW Washington St, Suite 614
Portland, Oregon 97204

ARTICLE 5

CHANGE IN SCOPE OF SERVICES

5.1 Any change to the Scope of Services described in Exhibit "A" must be accomplished by a written amendment, executed by the parties in accordance with Section 10.15 below.

ARTICLE 6

INDEMNIFICATION

6.1 SECOND PARTY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of SECOND PARTY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due SECOND PARTY under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 7

INSURANCE

- 7.1 To ensure the indemnification obligation contained above, SECOND PARTY shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 7.3, 7.4, 7.5 and 7.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 7.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. SECOND PARTY shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under the Comprehensive General Liability Policy only.
- 7.3 Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- 7.4 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and Non-Owned Vehicles.

Employers' Non-Ownership.

- 7.5 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 7.6 Professional Liability Insurance with the limits of liability provided by such policy to be no less than Five Hundred Thousand Dollars (\$500,000) for each claim.

SECOND PARTY shall notify COUNTY in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

- 7.7 SECOND PARTY shall furnish to the Contract Administrator certified copies of Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement.

- 7.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of SECOND PARTY is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach, or for convenience by action of the Board upon not less than thirty (30) days' written notice. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event County Administrator determines that termination is necessary to protect the public health or safety. An erroneous termination for cause shall be considered a termination for convenience.
- 8.2 Termination of this Agreement for cause by COUNTY shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured. This Agreement may also be terminated by the Board:
- 8.2.1 Upon the disqualification by COUNTY's Director of Small Business Development Division of SECOND PARTY as a M/WBE if SECOND PARTY's status as M/WBE was a factor in the award of this Agreement and such status was misrepresented by SECOND PARTY;
- 8.2.2 Upon the disqualification by COUNTY's Director of Small Business Development Division of SECOND PARTY if SECOND PARTY obtained this Agreement or attempted to meet its M/WBE contractual obligations through fraud, misrepresentation, or material misstatement;
- 8.2.3 Upon the disqualification by COUNTY's Director of Small Business Development Division of one or more of SECOND PARTY's M/WBE participants if any such participant's status as a M/WBE was a factor in the award of this Agreement and such status was misrepresented by SECOND PARTY or such participant;
- 8.2.4 Upon the disqualification by COUNTY's Director of Small Business Development Division of one or more of SECOND PARTY's M/WBE participants if such M/WBE participant attempted to meet its M/WBE contractual obligations through fraud, misrepresentation, or material misstatement; or

- 8.2.5 If SECOND PARTY is determined by COUNTY's Director of Small Business Development Division to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the M/WBE status of its disqualified M/WBE participant. If so determined, SECOND PARTY shall not be awarded M/WBE participation credit.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by County Administrator which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, SECOND PARTY shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of COUNTY's election to terminate, SECOND PARTY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. SECOND PARTY acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by COUNTY, the receipt and adequacy of which is hereby acknowledged by SECOND PARTY, is given as specific consideration to SECOND PARTY for COUNTY's right to terminate this Agreement for convenience.
- 8.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

ARTICLE 9
EEO and M/WBE COMPLIANCE

9.1 EEO COMPLIANCE

SECOND PARTY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, or sexual orientation (including but not limited to Broward County Code, Chapter 162) in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. SECOND PARTY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

SECOND PARTY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SECOND PARTY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SECOND PARTY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, SECOND PARTY represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from SECOND PARTY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

9.2 M/WBE COMPLIANCE

This Section, references to Exhibit "D" and Exhibit "D" to this Agreement have been deleted, as compliance with M/WBE goals have been waived by COUNTY.

ARTICLE 10

MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SECOND PARTY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by SECOND PARTY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to SECOND PARTY shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of SECOND PARTY that are related to this Project. SECOND PARTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of SECOND PARTY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, SECOND PARTY shall make same available at no cost to COUNTY in written form.

SECOND PARTY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to SECOND PARTY's records, SECOND PARTY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SECOND PARTY. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.3 PUBLIC ENTITY CRIME ACT

SECOND PARTY represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, SECOND PARTY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether SECOND PARTY has been placed on the convicted vendor list.

10.4 INDEPENDENT CONTRACTOR

SECOND PARTY is an independent contractor under this Agreement. Services provided by SECOND PARTY pursuant to this Agreement shall be subject to the supervision of SECOND PARTY. In providing such services, neither SECOND PARTY nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to SECOND PARTY or SECOND PARTY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.5 THIRD PARTY BENEFICIARIES

Neither SECOND PARTY nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director, Water Resources Division
Environmental Protection Department
Governmental Center, Room A-240
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR SECOND PARTY:

DHI Water & Environment, Inc
319 SW Washington St, Suite 614
Portland, Oregon 97204

10.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, SECOND PARTY shall not subcontract any portion of the work required by this Agreement, except with the written consent of the COUNTY's Contract Administrator.

SECOND PARTY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

SECOND PARTY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of SECOND PARTY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.8 CONFLICTS

Neither SECOND PARTY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SECOND PARTY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

SECOND PARTY further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or SECOND PARTY is not a party, unless compelled by court process. Further, SECOND PARTY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude SECOND PARTY or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event SECOND PARTY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, SECOND PARTY agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as SECOND PARTY.

10.9 MATERIALITY AND WAIVER OF BREACH

COUNTY and SECOND PARTY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.10 COMPLIANCE WITH LAWS

SECOND PARTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SECOND PARTY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.12 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, SECOND PARTY and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

10.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and SECOND PARTY or others delegated authority to or otherwise authorized to execute same on their behalf.

10.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.17 HIPAA COMPLIANCE (DELETED)

This paragraph, references to Exhibit "E" and Exhibit "E" to this Agreement have been deleted, as performance of this Agreement does not provide for services under which COUNTY personnel and/or their agents have access to protected health information that is subject to the requirements of 45 CFR 164.502 and related regulations.

10.18 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance, any monies that are the subject of a dispute regarding this Agreement and that are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by SECOND PARTY.

10.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" through "F" are incorporated into and made a part of this Agreement.

10.20 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

10.21 PREVAILING WAGE REQUIREMENT

If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, SECOND PARTY as a result of this Agreement, Broward County Ordinance No. 83-72, as may be amended from time to time, shall be deemed to apply to such construction work; and further SECOND PARTY shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits "B" and "C."

10.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.23 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by SECOND PARTY shall serve as SECOND PARTY's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code.

(The remainder of this page is intentionally left blank.)

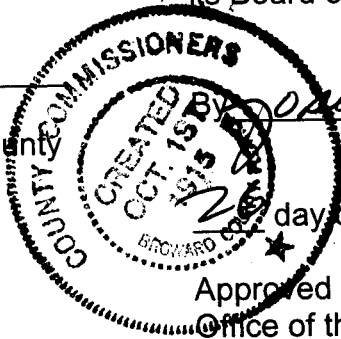
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 26th day of June, 2007, and SECOND PARTY, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

[Signature]
Asst. Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners



[Signature]
Mayor
day of June, 2007

Approved as to form by
Office of the County Attorney
for 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) 357-7641

Insurance requirements approved by Broward County Risk Management Division

By [Signature] 6/14/07
(Date)

By [Signature] 6/14/07
(Date)
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND DHI WATER AND ENVIRONMENT, INC., FOR INTEGRATED WATER RESOURCES MANAGEMENT MASTER PLAN.

SECOND PARTY

[Signature]

WITNESSES:

[Signature] Jack BIRNBACH

By ROBERT CARR, President

Arnold Engelmann
Arnold Engelmann

13 day of June, 2007

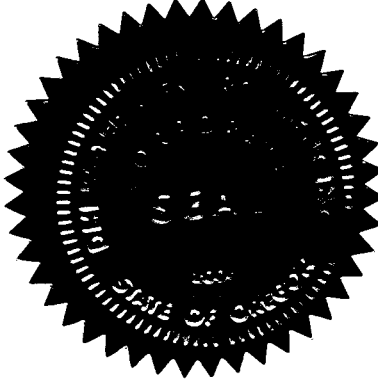


EXHIBIT "A"

SCOPE OF SERVICES

See Statement of Work, attached.