

RESOLUTION NO. 2019-021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER BY PIGGYBACKING OFF OF THE CITY OF FORT LAUDERDALE'S AGREEMENT WITH E-SCIENCES INCORPORATED IN THE AMOUNT OF ELEVEN THOUSAND DOLLARS AND ZERO CENTS (\$11,000.00) FOR ENVIRONMENTAL PERMITTING SERVICES FOR THE BACTERIAL POLLUTION CONTROL PLAN IN ACCORDANCE WITH THE TOWN'S FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NUMBER FLS000016-004; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is located in the drainage basin for the C-11 (South New River) Canal, identified by the Florida Department of Environmental Protection (FDEP) as water body identification number (WBID) 3279; and

WHEREAS, a Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the causative pollutant; and

WHEREAS, the Town must prepare a Bacterial Pollution Control Plan as required by FDEP National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-004; and

WHEREAS, the City of Weston is a co-permittee of the NPDES MS4 permit; and

WHEREAS, E-Sciences Incorporated is preparing the plan for the other Broward County co-permittees; and

WHEREAS, there is a cost savings by sharing costs for this work with the co-permittees, which is reflected in E-Sciences Inc.'s proposal; and

WHEREAS, the City of Fort Lauderdale competitively bid RFQ No. 256-11587 for General Environmental Engineering Consulting Services; and

WHEREAS, on February 2, 2016, the City of Fort Lauderdale, Florida executed an agreement with E-Sciences for General Environmental Engineering Consulting Services; and

WHEREAS, the Town desires to piggyback off of the City of Fort Lauderdale's contract for these services; and

WHEREAS, funding has been provided for, as well as approved as part of the current FY 2018/2019 budget process, and is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account; and

WHEREAS, the Town's Bacterial Pollution Control Plan as required by the NPDES MS4 permit must be completed by June 2020; and

WHEREAS, the Town Council believes that the approval of this purchase order to complete the Bacterial Pollution Control Plan is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves a purchase order to E-Sciences Inc. in the amount of Eleven Thousand Dollars and Zero Cents (\$11,000.00) for environmental permitting services for the preparation of the Bacterial Pollution Control Plan as required by FDEP National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Number FLS000016-004 for the improvements in substantially the same form as that attached hereto as Exhibit "A".

Section 3: Approval. The Town Council hereby authorizes the Town Administrator to execute a purchase order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions, which they deem necessary to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of January, 2019 on a motion by C/m Schroeder and seconded by V/m Jablonski.

McKay aye
Jablonski aye
Fisikelli absent
Hartmann aye
Schroeder aye

Ayes 4
Nays 0
Absent 1
Abstaining 0

Doug McKay
Doug McKay, Mayor

Attest:
Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff
Keith Poliakoff, Town Attorney

32347889.1



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

October 25, 2018

Mr. Rod Ley
Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**Subject: Proposal to Provide Bacterial Pollution Control Plan Assistance
NPDES Permit #FLS000016-004
Southwest Ranches, Broward County, Florida
E Sciences Proposal Number 2-0876-P11**

Dear Mr. Ley:

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal to the Town of Southwest Ranches (Town) to provide assistance in preparation of the Bacterial Pollution Control Plan as required by the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-004 for the Broward County co-permittees, which includes Southwest Ranches.

Included, and incorporated as part of this proposal, is the background information, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

The Town is located in the drainage basin for the C-11 (South New River) Canal, identified by the FDEP as water body identification number (WBID) 3279. A Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform (now generally referred to as bacteria), which was identified as the causative pollutant. In accordance with Part VIII.B.3, the Town submitted a Prioritization Report to FDEP that provided a schedule for implementing best management practices (BMPs) for adopted or established TMDLs. The schedule for WBID 3279 that was approved by FDEP indicated that a Bacterial Pollution Control Plan (BPCP) in accordance with Part VIII.B.4 of the Town's NPDES MS4 permit will be completed by June 2020.

To address the requirements of Part VIII.B.4 and the causative pollutant identified in the TMDL, E Sciences will prepare a BPCP for C-11 (South New River) Canal, WBID 3279. It is understood that the Town will be coordinating with the City of Weston, which also prioritized

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www.esciencesinc.com

WBID 3279, on some tasks and the preparation of the BPCP, and that the costs for these joint activities will be split between the two co-permittees.

PROPOSED SCOPE OF SERVICES

E Sciences will provide project management and technical assistance to the Town's staff to complete the requirements of Part VIII.B.4 of the NPDES Phase I MS4 Permit. Following is a general description of the tasks anticipated to prepare the BPCP:

1. Review background information relevant to the TMDL to gain an understanding of the information that has been collected and possible sources of bacteria to the Town's MS4. This could include downloading and/or creating GIS layers as needed. Possible sources may include, but are not limited to, human waste disposal facilities/areas, agricultural and domestic animal areas/services, and food sources of bacteria and bacteria runoff, including dumpsters.
2. Review inspection and maintenance records, training records, sampling records, and reported incidences of illicit discharges for the Town's MS4 system located within the impaired basin.
3. Coordinate a kickoff meeting with stakeholders, which may include representatives from the Town, City of Weston, Broward County, the Florida Department of Transportation (FDOT), the Florida Department of Health (DOH), the Florida Department of Agriculture and Consumer Services (FDACS), the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), various Drainage District(s) as applicable, and other interested parties identified by the Town. The goal will be to educate and gain support from attendees on the impairment status of the C-11 Canal and upcoming events to identify potential causes and corrective actions. This activity will be conducted jointly with the City of Weston.
4. Coordinate a Maps on the Table session to identify and mark areas of concern of possible fecal coliform sources on a map that will be used during the Walk the WBID field event (discussed below). Attendees will share their knowledge of the land uses, infrastructure and standard operating procedures to better acquaint themselves with the conditions in the C-11 Canal watershed. This activity will be conducted jointly with the City of Weston.
5. Conduct a "Walk the WBID" field reconnaissance to gain a better understanding of the impaired basin; identify any off-site contributions; and identify potential pollutant sources.
6. Develop a BPCP in accordance with Part VIII.B.4 of the NPDES MS4 permit and current FDEP guidance "Restoring Bacteria Impaired Waters" dated August 2018 for the Town's review and approval. The BPCP will include a summary of the findings and activities

conducted, sources identified, summary of existing pollutant load reduction management actions, and recommendations for additional management actions and schedule for implementation (if necessary). The BPCP be prepared jointly with the City of Weston.

7. Incorporate the Town's comments, if necessary, on the draft submittal.
8. Submittal of a final BPCP for the Town to FDEP.
9. Coordinate with Town, City of Weston, and Broward County throughout the process.

FEE

We propose performing the above scope of services for not to exceed fee of \$16,000, however, the fee for scope items 3, 4, 6, 8, and 9 above will be divided equally between the City of Weston and the Town. Therefore, assuming both the City of Weston and the Town authorize us to provide the services described herein, the Town's not to exceed fee will be \$11,000.00. Services beyond those described herein will be invoiced in accordance with our mutually agreed schedule of fees at the applicable rates. E Sciences will notify you, prior to proceeding, of additional costs necessary to complete the project. Please note that payment of our invoice is due upon receipt.

SCHEDULE

We can begin preliminary coordination upon authorization to proceed. Once we have had the kickoff meeting with the County, and other stakeholders and agencies, we can develop a schedule for submitting the final BPCP. It is understood that the Town would like to complete and submit the BPCP no later than September 30, 2019. Please see **Table 1** below for the Proposed BPCP Implementation Schedule, which provides the time frame needed to complete each task in order to meet the September 2019 date. We have already coordinated with FDEP on the feasibility of submitting the BPCP early, and they indicated that is not a problem. We have also received tentative agreement from the City of Weston, but the details still have to be finalized.

Table 1. Proposed BPCP Implementation Schedule

Task #	Task Description	Timeframe for Completion
1	Source Identification	In progress by Town through December 2018
2	Kick of Meeting	January-March 2018 (with task 3)
3	Maps on Table Meeting	January-March 2018 (with task 2)
4	Walk the WBID	April 2018
5	Prepare draft BPCP	May/June 2018
6	Update BPCP with Town's comments	July/August 2018
7	Finalize and submit BPCP	September 2018

AUTHORIZATION


As our written authorization, please complete, sign, initial each page and return one copy of the attached Services Agreement. To expedite authorization, a signed facsimile or email of the Services Agreement, including an initialed copy of each page of the terms and conditions, will be acceptable followed by a signed original hard copy by mail. Additional special requirements not covered in the proposal, should be listed on the attached Services Agreement for discussion prior to project initiation. Please note that the terms and conditions contained within the Services Agreement are a part of this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,
E SCIENCES, INCORPORATED



Rachel E. Vitek, GISP
Project Scientist



Patricia L. Gertenbach
Senior Associate

Attachments:

Attachment 1: Services Agreement

SERVICES AGREEMENT

Project Name NPDES BPCP Support
 Project Location Town of Southwest Ranches, Broward County
 Proposal No. and Date 2-0876-P11

CLIENT

Name: Town of Southwest Ranches
 Authorized Contact Person: Mr. Rod Ley
 Address: 13400 Griffin Road, Southwest Ranches, FL 33330
 Phone Number: 954-343-7444
 Fax Number: 954-434-1490
 Address Billing to: same
 Special Instructions:

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** E SCIENCES, Incorporated ("E SCIENCES") is an independent consultant. For valuable consideration received, E SCIENCES agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the proposal referenced above ("Proposal"), which is incorporated by reference. There are no third party beneficiaries to this Services Agreement ("Agreement").
2. **STANDARD OF CARE.** E SCIENCES will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of E SCIENCES' profession practicing in the same or similar locality at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.
3. **PAYMENT TERMS.** Client agrees to pay E SCIENCES' invoice within 30 days from the date of E SCIENCES' invoice, Client agrees to pay 1.5% per month, or highest rate allowed by law, which ever is lower, on the past due amount from the date of the invoice plus hourly rates for E SCIENCES' employees, expenses and attorneys fees incurred by E SCIENCES to collect the amount due E SCIENCES under this agreement. E SCIENCES may suspend services if payment of any invoiced amount is not received by E SCIENCES, within 30 days. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached. Timely payment of E SCIENCES' invoices shall be a condition precedent to any claim against E SCIENCES and failure to timely pay any invoice shall constitute a waiver of any and all claims against E SCIENCES, including but not limited to those related to the Services described in this Proposal.
4. **INSURANCE.** E SCIENCES maintains the following insurance coverage:
 - a. Worker's Compensation Insurance – statutory amount.
 - b. Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - c. Automobile Liability Insurance - \$1,000,000 combined single limit.
 - d. Professional Errors & Omissions - \$1,000,000 per claim/\$2,000,000 aggregate.
5. **SAMPLE AND WASTE DISPOSAL.** Samples generally are consumed or altered during testing and are disposed of immediately upon completion of tests. If Client wishes E SCIENCES to retain any samples, at Client's written request, E SCIENCES will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. E SCIENCES reserves the right to refuse storage of any samples. Client agrees that E SCIENCES is not responsible or liable for loss of samples retained in storage. If Client requests E SCIENCES to containerize drilling wastes and/or fluids produced by E SCIENCES' activity ("Wastes"), Client will provide a secure storage location at or near the project site to prevent tampering with the Wastes. E SCIENCES will dispose of non-hazardous Wastes for an additional charge at an appropriately licensed facility. In the event that Samples or Wastes contain asbestos, toxic or hazardous constituents ("Contaminants"), E SCIENCES will either: 1) return the Samples or Wastes to Client for proper disposal; or 2) using a manifest signed by Client as generator and for an additional fee, have the Samples or Wastes transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of Samples and Wastes. Client recognizes and agrees that E SCIENCES is acting as a bailee, and at no time assumes title, constructive or express, to such Samples or Wastes.
6. **INDEMNITY.** Client agrees to defend, indemnify and save harmless E SCIENCES from all claims, including negligence claims, suits, losses, personal injuries, death and property liability arising from or related to this Agreement, whether such claims or damages are caused in whole or in part by E SCIENCES, and agrees to reimburse E SCIENCES for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Services provided by E SCIENCES. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any. Client's obligation to defend is severable from the indemnity obligations contained herein.
7. **DOCUMENTS.** All documents generated by E SCIENCES under this Agreement ("Work Product"), shall be E SCIENCES' sole property. E SCIENCES will furnish Client the agreed upon number of written reports and supporting documents for Client's exclusive internal use and reliance and for regulatory submittal in connection with the project or Services. Client agrees that under no circumstances shall any Work Product be distributed to any third parties, be published, used in advertising, or be reused at any location or for any project not expressly provided for in this Agreement without E SCIENCES' prior written permission. Any unauthorized use or distribution of E SCIENCES' Work Product shall be at Client's and recipient's sole risk and without liability to E SCIENCES.

If Client wishes to distribute E SCIENCES' Work Product to any third party, or desires any third party to rely on E SCIENCES' Work Product, Client and the third party must first contact E SCIENCES and execute E SCIENCES' Standard Secondary Client Agreement. Reports provided for disclosure of information only will not require a separate agreement. E SCIENCES makes no representation as to the suitability of E SCIENCES' report for the third party's purposes. Client acknowledges that E SCIENCES' report(s) shall reflect conditions only at the time of the study and may not reflect conditions at a later time. Client acknowledges that any request for E SCIENCES to release its Work Product to a third party creates a potential conflict of interest and agrees that its request for E SCIENCES to release any Work Product to a third party shall serve as a waiver of any conflict of interest.

Client agrees that all Work Product furnished by E SCIENCES, if not paid for pursuant to the terms hereof, or if improperly used, published or distributed, shall be returned to E SCIENCES upon demand, and will not be used for any purpose whatsoever. E SCIENCES may retain a file copy of its Work Product and related documents, including Client-provided documents.

E SCIENCES' Work Product provided to Client shall be the official base document. Any modifications of the Work Product by Client or its representatives shall be at Client's sole risk and without liability to E SCIENCES.

8. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10.00, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, CLIENT AGREES THAT E SCIENCES' LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, DUE TO E SCIENCES' BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS, WILL BE LIMITED TO \$50,000 OR AN AGGREGATE OF THE TOTAL FEES PAID BY CLIENT TO E SCIENCES UNDER THE PROPOSAL, WHICHEVER IS GREATER.

NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CLIENT SHALL NOT BE ENTITLED TO ASSERT A CLAIM AGAINST E SCIENCES BASED ON ANY THEORY OF PROFESSIONAL NEGLIGENCE OR VIOLATION OF THE APPLICABLE STANDARD OF CARE UNLESS AND UNTIL CLIENT HAS OBTAINED THE WRITTEN OPINION FROM A LICENSED, INDEPENDENT AND REPUTABLE ENGINEERING AND/OR ENVIRONMENTAL PROFESSIONAL, AS APPROPRIATE TO THE SERVICES RENDERED, THAT E SCIENCES HAS VIOLATED THE APPLICABLE STANDARD OF CARE. CLIENT SHALL PROMPTLY PROVIDE SUCH WRITTEN INDEPENDENT OPINION TO E SCIENCES, AND THE PARTIES AGREE TO ENDEAVOR IN GOOD FAITH TO RESOLVE THE CLAIM WITHIN 30 DAYS FROM THE DATE SUCH WRITTEN OPINION IS FURNISHED TO E SCIENCES.

9. **SITE RESPONSIBILITY.** E SCIENCES' services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by E SCIENCES. The presence of any E SCIENCES' representative will not relieve the contractor(s) of its responsibility to perform the work in accordance with the plans and specifications. Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with Client safety requirements and OSHA regulations. It is agreed that E SCIENCES is not responsible for job or site safety or security, and that E SCIENCES does not have the right or duty to stop or regulate the work of others.

10. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property and will execute any necessary site access agreement. Client shall provide E SCIENCES with an accurate description of the job site, all available site information, and all documents deemed necessary by E SCIENCES. Unless otherwise stated in the proposal, Client will be responsible for establishing test or boring locations. Field tests or boring locations described in E SCIENCES' report or shown on sketches are based on specific information furnished by others or estimates made in the field by E SCIENCES' personnel. Such dimensions, depths or elevations are approximations. Unless otherwise stated in the Proposal, E Sciences' charges do not include costs of restoration of damage, which may result from the Services. E SCIENCES is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties.

11. **CLIENT DISCLOSURE.** Client agrees to advise E SCIENCES of any hazardous substance or any condition on or near the site that presents a potential danger to human health, the environment, or E Sciences' equipment. E SCIENCES does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or to otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that E SCIENCES may be required to make such disclosures if Client fails to do so, and agrees to hold E SCIENCES harmless for any such disclosure.

12. **TERMINATION.** Either party may terminate this Agreement without cause upon 14 days' prior written notice. In such event, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and E SCIENCES shall be paid for all Services performed to the date of termination. In the event Client requests termination, E SCIENCES shall also be paid all reasonable costs incurred in project close out. This Agreement will terminate automatically upon the insolvency of Client or upon Client seeking protection under the bankruptcy laws of the United States.

13. **TESTIMONY.** Should E SCIENCES or any E SCIENCES employee be requested or compelled by E SCIENCES to provide testimony or other evidence by any party in relation to the Services, and E SCIENCES is not a party to the dispute, E SCIENCES shall be compensated by Client for E SCIENCES' preparations, document retrieval, document reproduction and testimony at appropriate unit rates. E SCIENCES shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times E SCIENCES' standard rates. Client agrees to provide reasonable travel, lodging and meal expenses as required.

14. **FORCE MAJEURE.** E SCIENCES shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of E SCIENCES. In the event of such a force majeure, the time for E SCIENCES' performance shall be extended for the duration of the force majeure event. This provision shall not excuse Client's obligation to make payments when due.

15. **UNANTICIPATED CONDITIONS.** Should E SCIENCES encounter conditions at any site which were not reasonably anticipated or which increase the risk involved in E SCIENCES' completion of Services, upon notice to Client, E SCIENCES in its sole discretion may: a) continue with the Services to completion; b) suspend activities and prepare a Change Order Request prior to proceeding; or c) terminate all Services. Such termination shall not be a breach of this Agreement by E SCIENCES.

16. **OPINIONS OF PROBABLE COST.** If included in the Proposal, E SCIENCES will provide opinions of probable cost for installation of materials, remediation or construction based upon E SCIENCES' experience on similar projects. However, such opinions are intended to provide information on the magnitude of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing by E SCIENCES. Client understands the actual cost of work depends on many factors beyond E SCIENCES' control and may vary significantly from E SCIENCES' estimate.

17. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of this Agreement shall control and govern over any orders, such as Purchase Orders or Work Orders or other form writings issued or signed by the parties ("Orders"), and that such forms may be issued by Client to E SCIENCES without altering the terms hereof, regardless of any contrary language appearing on the Order.

18. **GOVERNING LAWS/VENUE.** The laws of the state of Florida shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be in Orange County, Florida. The parties each had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one

party as drafter. All causes of action, including but not limited to actions for indemnification and contribution, arising out of or related to this Agreement shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of E SCIENCES' final invoice for the Services. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

- 19. **SURVIVAL.** All provisions of this Agreement for indemnity, limitation of liability, document control or allocation of responsibility or liability between Client and E SCIENCES shall survive the completion of the Services and/or the termination of this Agreement.
- 20. **SEVERABILITY.** In the event any part of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.
- 21. **ASSIGNMENT.** Either party may not assign this Agreement without the prior written permission of the other. Client acknowledges that E SCIENCES may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without prior Client approval.
- 22. **INTEGRATION.** This Agreement, the Proposal and the Proposal's attachments constitute the entire Agreement between the parties and can only be changed by a written instrument signed by the parties.
- 23. **CONSIDERATION.** The parties agree the charges for E SCIENCES' Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
- 24. **AUTHORITY TO ENTER AGREEMENT.** The person executing this Agreement on behalf of Client hereby represents and warrants to E SCIENCES that he/she is duly authorized to execute this Agreement on behalf of Client, and that Client shall be legally bound by it. If Client's counsel is retaining E SCIENCES, such counsel represents that he/she has the authority to bind, and hereby expressly binds, Client to these terms and conditions.
- 25. **ATTORNEY'S FEES AND COSTS.** In the event of litigation between the parties relating to collection of E SCIENCES' unpaid invoices, E SCIENCES shall be entitled to recover all attorneys' fees and costs incurred to collect its invoices.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS 24th DAY OF JANUARY, 2019.

CLIENT NAME: Town of Southwest Ranches

Authorized Agent Name: Andrew P. Berns

Signature: [Handwritten Signature]

Title: Town Administrator

E SCIENCES, INCORPORATED

Printed Name: NADIA LOCKE

Signature: [Handwritten Signature]

Title: Associate