

This Interim Agreement is entered into this \_\_\_ day of April, 2022 by and between the **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation (the "**CITY**"), and **RI FLAMINGO HOLDINGS, LLC**, a limited liability company ("**RIDGEWOOD**"), and **IDE AMERICAS, INC.** ("**IDE**") and each of their respective successors and assigns (together, the "**PROPOSER**") and each individually a "**PROPOSER**"), pursuant to Section 255.065(6), Florida Statutes:

### RECITALS

WHEREAS the CITY holds all right, title or interest in the real property described as Parcels [ ] located west of the Fort Lauderdale Executive Airport in the City of Fort Lauderdale, Florida, commonly known as the Prospect Wellfield and the real property located at 949 NW 38<sup>th</sup> Street, in the City of Fort Lauderdale, Florida, commonly known as the Fiveash Water Treatment Plant (each as more legally described in Exhibit A hereto) (the "Property");

WHEREAS on December 21, 2020, the CITY received an unsolicited proposal (the "Unsolicited Proposal") from IDE and an affiliate of RIDGEWOOD pursuant to Section 255.065(6), Florida Statutes, to design, construct, operate and maintain an advanced water treatment facility, as more particularly described in the Unsolicited Proposal and herein referred to as the Prospect Lake Clean Water Center ("PLCWC");

WHEREAS, pursuant to Resolution No. 21-108, the City Commission, at its meeting of June 1, 2021, determined that the Unsolicited Proposal serves a public purpose as a water treatment plant to produce clean drinking water which will be consumed by the public at large and, as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes;

WHEREAS, at its meeting of March 1, 2022, the City Commission selected the Unsolicited Proposal as the preferred and first ranked proposal in accordance with Section 255.065(5)(c), Florida Statutes, thereby authorizing the CITY to commence negotiations for a Comprehensive Agreement with a special purpose entity to be formed by the PROPOSER (the "Project Company"), encompassing therein the development, design, construction, operation and maintenance of PLCWC;

WHEREAS, the PROPOSER intends to retain Kiewit Water Facilities Florida Co. AND IDE (each a "CONTRACTOR" and together the "CONTRACTORS") to design and build the PLCWC as set forth in the Unsolicited Proposal, including during the initial phases of the development, improvement, design, construction and occupation of the Property before the Comprehensive Agreement is executed;

WHEREAS, in accordance with Section 255.065(6), Florida Statutes, a responsible public entity is authorized to enter into an interim agreement with a private entity proposing the development or operation of a qualifying project, before or in connection with the negotiation of a Comprehensive Agreement, for purposes of authorizing the private entity to commence activities for which it can be compensated related to the proposed qualifying project, including but not limited to, project planning and development, design, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities, as well as purposes related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate; and

WHEREAS, before and in connection with the negotiation between the City and the PROPOSER of a Comprehensive Agreement, the CITY and the PROPOSER are desirous of commencing activities related to the qualified project and the Property, including but not limited to, permission to enter upon the Property for purposes of collecting water samples from the Prospect Wellfield wells providing water to the Fiveash Water Treatment Plant, placing a pilot plant at the Fiveash Water Treatment Plant, in coordination with the Fiveash Water Treatment Plant staff, to test certain components using water from the Prospect Wellfield, conducting surveys, drilling, geological assessment, utility locations, potholing of utilities, soil

boring and other activities related to the development of the qualifying project that the CITY and the PROPOSER deem appropriate, under terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the CITY and the PROPOSER agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Investigation, Study, Testing and Commencement**

2.1 In accordance with Section 255.065(6), Florida Statutes, the Parties agree that neither this Interim Agreement, nor any work to be performed in accordance hereto, obligate the CITY or the PROPOSER (or any of their affiliates) to enter into a Comprehensive Agreement.

2.2 The PROPOSER, including through the CONTRACTORS and its other agents, servants, employees, contractors and subcontractors, is authorized and entitled, at its expense, to enter upon the Property for the purpose of conducting an investigation, discovery, inspection, and testing of the Property, including collecting water samples from the wells providing water to the Fiveash Water Treatment Plant and placing a pilot plant within the Fiveash Water Treatment Plant site, in coordination with the Fiveash Water Treatment Plant staff, to test the membranes and resins with the Prospect Wellfield water, soil testing and boring, water quality studies and surveying.

2.3 All entries upon the Property shall be at the sole risk of the PROPOSER. CITY shall have no liability for any injuries sustained by the PROPOSER, the CONTRACTORS or any of their agents, servants, employees, contractors or subcontractors. The PROPOSER agrees to cause the CONTRACTORS to promptly remove all equipment, personnel, and temporary structures from the Property, if the Project Company and CITY do not enter into a Comprehensive Agreement.

3. **Interim Agreement Period.** The scope of work permitted under Section 2 shall be undertaken for a period ending on the earlier of (i) one hundred eighty (180) days after the date of this Interim Agreement or (ii) the date a Comprehensive Agreement is fully executed by CITY and Project Company.

4. **Expedited Approvals.**

4.1 The Parties shall use their best efforts in seeking and providing necessary approvals and permits related to the scope of work under this Interim Agreement. The CITY agrees to reasonably cooperate with the PROPOSER and the CONTRACTORS in securing all permits and approvals necessary to complete the scope of work under this Interim Agreement.

5. **Effective Date.** The Effective Date of this Interim Agreement shall be the date the last party executes this Interim Agreement.

6. **License, not Lease.** It is acknowledged and stipulated by and between the CITY and the PROPOSER hereto that the rights of the PROPOSER under this Interim Agreement shall not be deemed a lease of the Property but rather a license granted for the purpose of entry onto and occupation of the Property.

## 7. Indemnity

7.1 The PROPOSER shall protect, defend, indemnify and hold harmless the CITY, its officials, officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of the PROPOSER under this Interim Agreement, to the extent caused by the breach or default by the PROPOSER, its agents, servants, employees or contractors of any covenant or provision of this Interim Agreement, the negligent acts or omission or willful misconduct of the PROPOSER or its agents, servants, employees or contractors except for (i) any occurrence arising out of or resulting from the intentional torts or negligence of CITY, its officers, employees, agents, servants or contractors and (ii) any contamination discovered by PROPOSER or any CONTRACTOR, in the performance of the scope of work permitted under Section 2, on any portion of the Property; provided, that such contamination was not the fault of either PROPOSER or their agents, servants, employees, contractors and subcontractors. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by the PROPOSER, their agents, servants, employees or contractors or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by the PROPOSER, their agents, servants, employees or consultants is included in the indemnity.

The PROPOSER further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by CITY, the PROPOSER shall assume and defend not only themselves but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to the CITY. Each PROPOSER, at such PROPOSER's own expense and through counsel chosen by such PROPOSER (which counsel shall be reasonably acceptable to the CITY), shall defend any claim; provided, that if, in the CITY'S and PROPOSER'S reasonable judgment at any time, either a conflict of interest arises between the CITY and PROPOSER or if there are defenses which are different from or in addition to those available to the PROPOSER and / or the CITY and the representation of both parties by the same counsel would be inappropriate, then the CITY shall have the right to employ a law firm as separate counsel ("Separate Counsel") to represent the CITY, and in that event: (a) the reasonable fees and expenses of such Separate Counsel shall be paid by the PROPOSER; and (b) the PROPOSER shall have the right to conduct its own defense in respect of such claim. If no PROPOSER defends against a claim, the CITY may defend, compromise and settle such claim and shall be entitled to indemnification hereunder. Notwithstanding the foregoing, the PROPOSER shall not, and without the prior written consent of the CITY (which consent shall not be unreasonably withheld, conditioned or delayed), settle or compromise any claim or consent to the entry of any judgment unless (x) there is no finding or admission of any violation of law or any violation of the rights of any person and no effect on any other claims that may be made against the CITY; and (y) the sole relief provided is monetary damages that are paid in full by the PROPOSER. This indemnification shall survive termination, revocation or expiration of this Interim Agreement and shall cover any acts or omissions occurring during the term of the Interim Agreement, including any period after termination, revocation or expiration of the Interim Agreement while any curative acts hereunder are undertaken and is not limited by insurance coverage.

7.2 All materials, equipment, goods, signs and any other personal property of the PROPOSER, its agents, servants, employees or contractors, shall be protected solely by the PROPOSER. The PROPOSER acknowledges and agrees that the CITY assumes no responsibility, whatsoever, for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of the PROPOSER.

## **8. Insurance.**

8.1 As a condition precedent to the effectiveness of this Agreement, the CONTRACTORS shall procure and maintain, during the term of this Interim Agreement and during any renewal or extension term of this Interim Agreement, at their sole expense, insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of each CONTRACTOR. Each CONTRACTOR shall provide the CITY a certificate of insurance evidencing such coverage. Each CONTRACTOR'S insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by each CONTRACTOR shall not be interpreted as limiting such CONTRACTOR'S liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY'S Risk Manager.

The requirements contained herein, as well as the CITY'S review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the PROPOSER under this Interim Agreement.

8.2 The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits of:

- \$1,000,000 each occurrence and \$2,000,000 project general aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 12 19 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage with limits of \$1,000,000 combined single limit each accident.

If any CONTRACTOR does not own vehicles, such CONTRACTOR shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Each CONTRACTOR shall procure and maintain Contractors Pollution Liability coverage, as applicable, to the extent required in a subsequent written agreement or amendment to this Interim Agreement, signed by the parties.

### **Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY'S Risk Manager, if they are in accordance with Florida Statute, including self-insurance that has been approved by the Florida Self-Insurance Guaranty Association.

Each CONTRACTOR waives, and each CONTRACTOR shall ensure that CONTRACTOR'S insurance carrier waives, all subrogation rights against the CITY and the CITY'S officers, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Each CONTRACTOR must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

### **Insurance Certificate Requirements**

- a. Each CONTRACTOR shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Each CONTRACTOR shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of each CONTRACTOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, each CONTRACTOR shall provide the CITY with an updated Certificate of Insurance prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on all required Commercial General Liability, Business Automobile Liability and Pollution Liability policies.
- g. The CITY shall be granted a Waiver of Subrogation on each CONTRACTOR'S Workers' Compensation insurance policy.

- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Each CONTRACTOR has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention. Any costs for adding the CITY as an Additional Insured shall be at such CONTRACTOR'S expense.

If any CONTRACTOR'S primary insurance policy/policies do not meet the requirements, as set forth in this Interim Agreement, CONTRACTOR may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Each CONTRACTOR'S insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is earlier. Any lapse in coverage shall be considered breach of contract. In addition, each CONTRACTOR must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of each CONTRACTOR'S insurance policies.

Each CONTRACTOR shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONTRACTOR'S insurance company or companies and the CITY'S Risk Management office, as soon as practical.

It is the PROPOSER'S responsibility to ensure that the CONTRACTORS and any and all subcontractors comply with these insurance requirements. All coverages for the CONTRACTORS and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the PROPOSER.

**9. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Interim Agreement and acknowledge that the preparation of this Interim Agreement has been their joint effort. The language in this Interim Agreement expresses the mutual intent of each party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other. The language in this Interim Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**10. Severability.** If any provision of this Interim Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Interim Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Interim Agreement is to be enforced to the extent permitted by law. Notwithstanding the foregoing, if the intent of the parties with respect to the essential terms of this Interim Agreement may not be carried out without the

invalid or unenforceable provision, then the parties shall submit the matter to non-binding mediation in Broward County, Florida, before a neutral mediator selected by the parties. The parties shall complete mediation within sixty (60) days of selection of the mediator. If mediation fails to resolve the dispute, then either party may proceed in accordance with Section 17. The captions, headings and title of this Interim Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Interim Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Interim Agreement, unless otherwise expressly provided. All terms and words used in this Interim Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**11. No Waiver of Sovereign Immunity.** Nothing contained in this Interim Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

**12. No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Interim Agreement. None of the parties intend to directly or substantially benefit a third party by this Interim Agreement. The parties agree that there are no third party beneficiaries to this Interim Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Interim Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**13. Non-Discrimination.** The PROPOSER shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Interim Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**14. Termination.** In the event of emergency, the CITY may cancel this Interim Agreement during the term hereof upon forty-eight (48) hours written notice to the other party of its desire to terminate this Interim Agreement. Either party may send notice to the other party at the addresses set forth in Section 19 hereto.

**15. Breach:** A material breach of this Interim Agreement by the PROPOSER shall be grounds for the CITY to terminate this Interim Agreement, except that before such termination, the PROPOSER shall be entitled to ten (10) days written notice and an opportunity to cure the breach within such period; provided, that if the breach is not capable of cure within ten (10) days, termination shall not be permitted if the party in breach commences to cure such breach within ten (10) days and diligently thereafter prosecutes such cure to completion. Notice of any breach may be sent as provided in Section 19, Notice, of this Interim Agreement.

**16. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interim Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**17. Governing Law.** This Interim Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Interim Agreement, and any action involving the enforcement or interpretation of any rights hereunder,



shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Interim Agreement shall be exclusively 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 Interim Agreement, CITY and the PROPOSER hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Interim Agreement or any acts or omissions in relation thereto.**

**18. Scrutinized Companies.** As a condition precedent to the effectiveness of this Interim Agreement and as a condition precedent to any renewal of this Interim Agreement, the PROPOSER certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel. The CITY may terminate this Interim Agreement at the CITY'S option if the PROPOSER is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel as defined in Sections 287.135 and 215.4725, Florida Statutes (2018), as may be amended or revised.

**19. Notice.** Whenever any party desires to give notice to any other party, it must be given by written notice sent by electronic mail, followed by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

**CITY:**

City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: City Manager (CLagerbloom@fortlauderdale.gov)

With a copy to:

City of Fort Lauderdale  
City Attorney's Office ([ABoileau@fortlauderdale.gov](mailto:ABoileau@fortlauderdale.gov))  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

**PROPOSER:**

RI FLAMINGO HOLDINGS, LLC  
Attention: Legal Department  
14 Philips Parkway  
Montvale, NJ 07645

**20. PUBLIC ENTITY CRIMES.** In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, 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 the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold



amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by the PROPOSER shall result in termination of this Interim Agreement and may result in the PROPOSER'S debarment.

**21. Public Records.**

**IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSORTIUM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

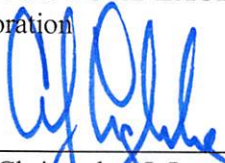
The PROPOSER shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request of the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the PROPOSER does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost to the CITY, all public records in possession of the PROPOSER or keep and maintain public records received by the CITY to perform this service. If the PROPOSER transfers all public records to the CITY upon completion of this Agreement, the PROPOSER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROPOSER keeps and maintains public records upon completion of this Agreement, the PROPOSER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Interim Agreement to be effective as of the day and year first set forth above.

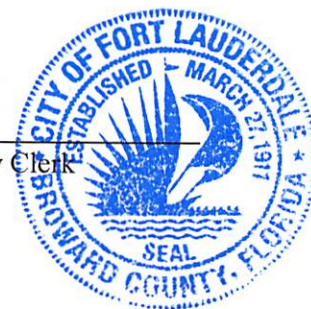
**CITY OF FORT LAUDERDALE**, a Florida municipal corporation

By:   
Christopher J. Lagerbloom, ICMA-CM,  
City Manager

16 day of may, 2022

ATTEST:

By:   
David R. Soloman, City Clerk



APPROVED AS TO FORM:

By:   
Alain E. Boileau, City Attorney

**RI FLAMINGO HOLDINGS, LLC**

By: Ridgewood Water & Strategic Infrastructure Fund II,  
L.P., its Managing Member

By: Ridgewood Infrastructure Fund GP, LLC, its General  
Partner

By: Ridgewood Infrastructure, LLC, its Manager

By: \_\_\_\_\_  
Michael Abrecht, Managing Partner

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by RI Flamingo Holdings, LLC.


\_\_\_\_\_  
(Signature of Notary Public - State of \_\_\_\_\_ )

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

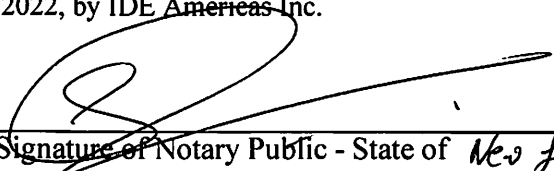
Type of Identification Produced: \_\_\_\_\_

**IDE AMERICAS INC.**

By:   
Name: Lihy Teuerstein  
Title: General Manager, Assets Business

STATE OF New Jersey  
COUNTY OF Bergen :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4 day of May, 2022, by IDE Americas Inc.

  
(Signature of Notary Public - State of New Jersey)

**Satvender Singh**  
(Print, Type, or Stamp)  
Notary Public of New Jersey  
COMMISSION NO. 50156634  
COMMISSION EXPIRES 4/6/2026

Personally Known \_\_\_\_\_ OR Produced Identification   
Type of Identification Produced: Passport / VISA

**Satvender Singh**  
Notary Public of New Jersey  
COMMISSION NO. 50156634  
COMMISSION EXPIRES 4/6/2026