

Annex N to Comprehensive Agreement

Form of Labor Services Agreement

[Attached]

Dated [_____] [__], 2023

Labor Services Agreement

between

City of Fort Lauderdale
as the City

and

PLCWC O&M, LLC
as the O&M Contractor

Table of Contents

	Page
Article I Defined Terms	5
Section 1.01 Defined Terms.....	5
Section 1.02 Interpretation.....	5
Section 1.03 Headings.....	6
Article II EFFECTIVE DATE AND TERM	6
Section 2.01 Effective Date.....	6
Section 2.02 Term.....	6
Article III PROVISION OF CITY EMPLOYEES; O&M CONTRACTOR RESPONSIBILITIES.....	7
Section 3.01 Provision of City Employees.....	7
Section 3.02 Use of City Employees.....	8
Section 3.03 Cooperation and Coordination	9
Section 3.04 Control.....	9
Section 3.05 Training; Equipment	9
Section 3.06 Compliance with Employment Policies	10
Article IV CITY RESPONSIBILITIES	10
Section 4.01 Qualifications and City Verification	10
Section 4.02 Removal	10
Section 4.03 Compensation; Benefits	11
Section 4.04 Overtime, Scheduling.....	11
Section 4.05 Taxes	11
Section 4.06 Compliance with Laws; Code of Conduct	12
Article V TERMINATION.....	12
Section 5.01 Termination.....	12
Section 5.02 Effect of Termination.....	13
Article VI INDEMNIFICATION	13
Section 6.01 City Indemnification of O&M Contractor.....	13
Section 6.02 O&M Contractor Indemnification of City.....	10
Section 6.03 Claims Arising Out of Acts by Both Parties	10
Section 6.04 Request for Indemnification.....	11
Article VII NOTICES	16
Section 7.01 Notices Generally.....	16
Section 7.02 Deemed Received.....	17
Article VIII ASSIGNMENT	17
Section 8.01 Restrictions on Assignment.....	17
Article IX MISCELLANEOUS PROVISIONS	17
Section 9.01 Amendments and Waivers	17
Section 9.02 Successors and Assigns.....	17
Section 9.03 Limitation on Third-Party Beneficiaries	17
Section 9.04 Severability	17
Section 9.05 Entire Agreement	18

	Page
Section 9.06	Counterparts 18
Section 9.07	Further Assurances..... 18
Section 9.08	Governing Law..... 18
Section 9.09	Anti-Boycott Verification. 19
Section 9.10	Relationship of the Parties..... 19
Section 9.11	Survival 19
Section 9.12	Agents and Representatives 19

ANNEXES

ANNEX I	--	LIST OF REQUIRED EMPLOYEES
ANNEX II	--	LIST OF NECESSARY CITY EMPLOYEES
ANNEX III	--	AUTHORIZED REPRESENTATIVES

EXHIBITS

EXHIBIT A	--	FORM OF TARGET COD NOTICE
EXHIBIT B	--	FORM OF COD NOTICE

THIS LABOR SERVICES AGREEMENT (this “Agreement”) is entered into effective as of January [___], 2023 (the “Effective Date”) by and between: the CITY OF FORT LAUDERDALE, Florida, a Florida municipal corporation, (the “City”), and PLCWC O&M, LLC (the “O&M Contractor”), a Delaware limited liability company. The City and the O&M Contractor are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS on December 21, 2020, the City received the Unsolicited Proposal from affiliates of Prospect Lake Water, L.P., (the “Project Company”) pursuant to Section 255.065(6), Florida Statutes, to design, construct, operate and maintain an advanced water treatment facility known as the Prospect Lake Clean Water Center (the “Project”);

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, the City Commission, at its meeting of March 1, 2022, 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 negotiation of a comprehensive agreement with the Project Company in respect of the Project;

WHEREAS the City Commission, at its meeting of [_____] [___], 2023, adopted Resolution No. [___] authorizing the execution and delivery on the date hereof of a comprehensive agreement (the “Comprehensive Agreement”), by and between the City, the Project Company, Prospect Lake Water, L.P., and IDE PLCWC, Inc., for the development, design, construction, operation and maintenance of the Project;

WHEREAS in furtherance of the Comprehensive Agreement, the Project Company and the O&M Contractor will enter into an agreement for provision of operation and maintenance services (the “O&M Agreement”) pursuant to which the O&M Contractor will be responsible for all operations and maintenance work as further set forth in the O&M Agreement (the “O&M Work”);

WHEREAS, the City has requested that the O&M Work be performed by employees of the City’s Public Works Department’s Utility Division on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Parties agree that this Agreement runs concurrently with, and shall not exceed, the term of the Comprehensive Agreement, unless otherwise agreed to in writing by the Parties. 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 Parties hereto agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.01 Defined Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth in the Comprehensive Agreement.

Section 1.02 Interpretation. Unless the context clearly requires otherwise:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;

(b) Whenever the context may require, any pronouns shall include the corresponding masculine, feminine, and neuter terms;

(c) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;

(d) The verb “will” shall be construed to have the same meaning and effect as the verb “shall”;

(e) Any definition of, or in reference to, any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein);

(f) Any reference herein to any Person, or to any Person in a specified capacity, shall be construed to include such Person’s successors and assigns or such Person’s successors in such capacity, as the case may be;

(g) The words “herein,” “hereunder,” “hereof” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(h) All references herein to Sections, Parts, Annexes and Exhibits shall be construed to refer to Sections, Parts, Annexes and Exhibits of this Agreement; provided, that the Annexes and Exhibits to this Agreement are an integral part hereof; and provided further, that the provisions of this Agreement shall prevail over the provisions of the Annexes and Exhibits to the extent of any inconsistency; and

(i) References to this Agreement or to any other agreement or document relating to the Project include a reference to this Agreement, or, as the case may be, such other agreement or document as amended from time to time.

Section 1.03 Headings. The captions of the articles, sections and subsections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

ARTICLE II

EFFECTIVE DATE AND TERM

Section 2.01 Effective Date. This Agreement shall be in full force, and effect, and shall be binding upon the Parties, as of the Effective Date.

Section 2.02 Term.

(a) The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until the earlier of: (i) expiration or early termination of the O&M Agreement (subject to clause 2.02(b), below); (ii) expiration or early termination of the Comprehensive Agreement; or (iii) termination of this Agreement, in accordance with Section 5.01 (Termination).

(b) This Agreement will not terminate upon early termination of the O&M Agreement if, simultaneously with the early termination of the O&M Agreement, a successor O&M Contractor approved by the City pursuant to the Comprehensive Agreement assumes the rights and obligations of the existing O&M Contractor under this Agreement.

ARTICLE III

PROVISION OF CITY EMPLOYEES; O&M CONTRACTOR OBLIGATIONS

Section 3.01 Provision of City Employees.

(a) At least twelve (12) months prior to the Commercial Operation Date (the “Pre-Operating Period”), the O&M Contractor shall deliver to the City a notice substantially in the form of Exhibit A (Form of Target COD Notice) (the “Target COD Notice”) notifying the City of the target Commercial Operation Date (the “Target COD”). The Target COD Notice shall set out: (i) the schedule for (A) training, (B) commissioning of the Project, and (C) testing of the Project prior to the Commercial Operation Date; and (ii) a list of the number and specific job classifications (as described in the applicable CBA) required to perform the testing and commissioning activities, the training schedule therefor, and the hours required to complete both the required training and testing and commissioning activities, as further set out on Annex I (List of Required Employees) (such list being the “List of Required Employees”). The O&M Contractor shall update such List of Required Employees, if necessary, no later than six (6) months prior to the Target COD, in accordance with the provisions hereof. Notwithstanding any other provision to the contrary in this Agreement, the Parties agree that O&M Contractor may, at its sole discretion and cost, hire and/or use its own employees to perform services that are not identified in the List of Required Employees or otherwise already employed by the City under the applicable CBAs. The Parties agree that any such employees hired by O&M Contractor would be, for purposes of this Agreement, employed by O&M Contractor.

(b) The O&M Contractor shall deliver a notice substantially in the form of Exhibit B (Form of COD Notice) (the “COD Notice”) notifying the City of the actual Commercial Operation Date no later than one month prior to the date thereof (the period starting from and after Commercial Operation Date until the expiry of the Term, the “Operating Period”). The COD Notice shall also include an updated List of Required Employees.

(c) It is the sole responsibility of the City to provide the necessary workforce for the Project and the City hereby agrees: (i) to furnish, provide, and make available during the Pre-Operating Period and Operating Period to the O&M Contractor the services of City employees at the times and according to the roles, professions and qualifications set forth in the List of Required Employees (including replacement of employees in case of termination of employment for any reason in accordance with Section 3.04 (Control) and Section 4.01 (Qualifications and City Verification)) in accordance with the provisions of this Agreement (collectively, the “City Employees”); and (ii) to continue to act as employer of such City Employees. The City shall use its best efforts to ensure that all City Employees who attended the initial training sessions pursuant to Section 3.01(a), and remain employed with the City, are made available to work at the Project in order to timely achieve the Commercial Operation Date, subject to any limitations provided for under the Agreement then in effect between the City and Teamsters Local Union 769 (the “Teamsters CBA”) and the Agreement between the City and the Federation of Public Employees (the “Management CBA”) (collectively, the “CBAs”). The Parties understand and agree that the foregoing provision does not impact the City’s right to promote or transfer employees for operational necessity, nor does it impact an employee’s right to take or use leave of any kind.

(d) The Parties agree that, for the O&M Contractor to operate and manage the Project in a manner that complies with this Agreement and the Comprehensive Agreement, the City is responsible for ensuring that the Project is staffed with at least the minimal ratio of City Employees per position (“Necessary City Employees”). Annex II (List of Necessary City Employees), which the Parties may jointly amend from time to time, identifies such Necessary City Employees by classification, total personnel, and minimal ratio necessary for the O&M Contractor to adequately operate and manage the Project. The City agrees that the O&M Contractor shall not be in breach of this Agreement, and, accordingly, the Project

Company will not be in breach of the Comprehensive Agreement, for its failure to deliver the Required Quantity of Product Water under the Comprehensive Agreement and/or for any limitations or reductions in quality or quantity of the operation and maintenance services contemplated herein, resulting from the City's failure to staff any particular classification of Necessary City Employees at or above the minimum ratio, for at least the duration, set out in Annex II (List of Necessary City Employees). The City further agrees that the O&M Contractor will be deemed to have delivered the entire Required Quantity under the Comprehensive Agreement, and the City will make no deductions in payment for any alleged deficiencies in the delivery of the Required Quantity of Product Water under the Comprehensive Agreement and/or any limitations or reductions in quality or quantity of the operation and maintenance services contemplated herein that result from the City's failure to staff any particular classification of Necessary City Employees at or above the minimum ratio, and for at least the duration set out in Annex II (List of Necessary City Employees). The Parties agree that, regardless of reason, the City's failure to provide one or more Necessary City Employees for the Project does not create any obligation on the part of the O&M Contractor to hire and/or use its own employees to fill such positions. Notwithstanding the foregoing, the Parties agree that the O&M Contractor may not be excused from providing the Required Quantity under the Comprehensive Agreement as a result of temporary and *de minimus* staffing shortages of any particular classification of Necessary City Employees.

Section 3.02 Use of City Employees.

(a) During the Term, the O&M Contractor shall utilize, and the City shall require, City Employees to perform the O&M Work, during days and work hours to be determined by the City (collectively, the "Labor Services") and in certain middle management functions at the Project (collectively, the "Management Services") in each case as further set forth on. Annex I (List of Required Employees) shall also provide, where applicable, the job classification that correspond with the applicable CBA. Notwithstanding, nothing in this Agreement shall be construed or interpreted as requiring the City to take any actions with respect to City Employees that would be in violation of any applicable CBA, as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms.

(b) The Parties hereto acknowledge and agree that City Employees are necessary: (i) to provide the Labor Services and the Management Services, (ii) for the O&M Contractor to perform its obligations arising under the O&M Agreement; and (iii) for the Project Company to perform its obligations to operate and maintain the Project under the Comprehensive Agreement. The Labor Services and the Management Services shall include, *inter alia*, those services set out in Annex I (List of Required Employees) and any additional services that the City and the O&M Contractor may agree upon from time to time. The O&M Contractor may not request City Employees to perform services that are outside of the operation and maintenance obligations of the Project Company under the Comprehensive Agreement. Use of City Employees shall not preclude or limit the O&M Contractor's ability to use its own employees at the Site, at the sole cost and expense of the O&M Contractor, for upper management and supervisory positions that are not encompassed by the List of Required Employees, or as otherwise provided under Section 3.01(c).

(c) During the Term, the City may, in its sole and exclusive discretion, utilize certain City Employees while they are currently working for the O&M Contractor hereunder to perform services at locations outside of the Project, to the extent the performance of such services do not unreasonably interfere with the O&M Work or otherwise run afoul the City's obligations under the applicable CBA ("City

Labor Services”). City Labor Services shall be for the City’s benefit, and the City shall be responsible for all costs and liabilities arising therefrom.

Section 3.03 Cooperation and Coordination.

(a) It shall be the City’s responsibility to advise the O&M Contractor of any proposed or actual changes to any applicable CBA, prior to ratification, that may, or will, affect the terms of the Comprehensive Agreement or this Agreement including, but not limited to, the O&M Contractor’s ability to perform under those agreements.

(b) To further ensure that City Employees are properly managed and supervised by the City, and that the relationship between the City and the O&M Contractor is at all times compliant with the CBAs and the Parties’ respective policies and procedures, the City will designate a City Employee to serve as the primary point of contact between the City and the O&M Contractor with respect to any matters covered under either this Agreement, the applicable CBAs, and/or any of the Parties’ policies and procedures (“City Onsite Liaison”). The Parties agree that the City Onsite Liaison will be, for purposes of this Agreement and otherwise, employed by the City and the City will have the sole and exclusive discretion to determine who will serve in that role.

Section 3.04 Control.

(a) During the Term, and except as otherwise stated in Section 3.04(c), any City Employee performing the Labor Services or the Management Services at the Project shall receive on-site instructions from the O&M Contractor. To the extent necessary, the City shall instruct City Employees to follow the O&M Contractor’s directions and policies, in addition to any applicable City policies at the time of such performance (including the City’s employment related policies as further set forth in Section 3.06 (Compliance with Employment Policies)). The Parties agree that the O&M Contractor cannot enforce a policy, or take any action with respect to a particular City Employee, that would violate or be in conflict with the employee’s applicable CBA.

(b) The City shall be solely responsible for maintaining any and all City Employee personnel records, and shall continue to be solely responsible for analyzing, interpreting, administering, and negotiating any applicable CBA, including with respect to any City Employees assigned to work on the Project. If any City Employee retires or otherwise voluntarily leaves his or her position, or is terminated by the City, for any reason, the City shall promptly replace such City Employee with another qualified City Employee as soon as practicable, and in accordance with Section 3.01 above.

(c) The Parties further expressly acknowledge and agree that: (i) neither Party has any authority or right to hire, terminate, discipline, schedule, or otherwise affect the employment terms and conditions of the employees of the other Party; (ii) each Party will be solely responsible for conducting and managing its own human resources and/or labor relations with respect to its employees; and (iii) each Party shall be responsible for compliance with any and all federal, state, and local laws, and/or applicable agreements, with respect to the operation of their respective businesses and with respect to their own employees.

Section 3.05 Training; Equipment.

(a) The O&M Contractor will provide adequate training of City Employees to effectively and safely perform the Labor Services and the Management Services, including as to the O&M Contractor’s safety protocols, and shall oversee the City Employees in the performance of the O&M Work. At the commencement of the Pre-Operating Period, O&M Contractor will provide the City with a preliminary training plan that contains an overview of the training to be provided to City Employees (including the format in which such training will be provided), and an estimation of the number of training hours required. Before training commences, the City must approve said preliminary training plan, which

approval may not be unreasonably withheld. The City shall ensure that each City Employee is available for such amount of professional training as the O&M Contractor shall require in advance of starting such employee responsibilities at the Project, and the City shall direct the necessary City Employees to attend. All such training shall be conducted in accordance with the CBAs. The O&M Contractor shall, to the extent feasible, perform any training contemplated under this Agreement during the City Employee's regularly scheduled working hours.

(b) At the City's request, the O&M Contractor shall provide City Employees with all tools, equipment (including any personal protective equipment) and supplies deemed necessary or prudent by the O&M Contractor to perform the Labor Services and the Management Services, and shall provide the City with any information or reporting necessary for the maintenance of personnel records required under Article 27 of the Teamsters CBA and Article 38 of the Management CBA.

Section 3.06 Compliance with Employment Policies. During the Term, the City will instruct City Employees to follow all applicable employment policies of the Parties in effect from time to time (including those contained in the applicable CBAs). The City agrees to provide O&M Contractor with written copies of all employment policies of the City, and current applicable CBAs, at least thirty (30) days prior the Commercial Operation Date. In the event of changes to the Parties' respective policies, the Parties shall provide each other with written copies of all such changes at least ten (10) days prior to their effective date. Neither the O&M Contractor nor the Project Company shall have any responsibilities for City Employees when they are not performing Labor Services or Management Services hereunder.

ARTICLE IV

CITY RESPONSIBILITIES

Section 4.01 Qualifications and City Verification.

In accordance with Section 3.01(c) (Provision of City Employees), and anytime following the replacement of a City Employee for any reason, the City shall provide the O&M Contractor with City Employees who are qualified to perform the Labor Services and the Management Services. Prior to making any City Employee available to the O&M Contractor, the City shall ensure that the City Employee is qualified to perform the Labor Services and the Management Services, shall be solely responsible for ensuring that the City Employee's assignment to perform Labor Services and/or the Management Services complies with the applicable CBA, and shall share, in writing, each such City Employee's identity with the O&M Contractor.

Section 4.02 Removal.

(a) No Disciplinary Authority By O&M Contractor. The Parties agree that the City has the sole authority to, and is solely responsible for the, discipline, removal and/or replacement of City Employees working on the Project. Notwithstanding anything in this Agreement to the contrary, the O&M Contractor agrees that it does not have any disciplinary authority or control with respect to City Employees. Accordingly, to the extent the O&M Contractor believes that a specific act(s) of a City Employee merits assessment by the City for possible disciplinary action by the City, the O&M Contractor may communicate such acts to the City Onsite Liaison. Upon receipt of such information, the City shall take appropriate action with respect to any City Employees found to have engaged in a violation of a City or O&M Contractor policy, in accordance with the applicable provisions of the applicable CBA (or other relevant document) or inform the O&M Contractor why the City believes discipline is not warranted. The Parties agree that no part of this Agreement shall be read or construed as providing O&M Contractor with any say in whether the City promotes, disciplines, or terminates any City Employee, and the Parties agree that such decisions are solely the City's to make.

(b) City Employee Removal. The City may elect, in its discretion, to replace any City Employee: (i) that the City seeks to remove; or (ii) whose employment by the City is terminated for whatever reason.

(c) Removal Process. The City shall provide reasonable notice of its intention to replace a City Employee pursuant to Section 4.02(b) (City Employee Removal) and, in instances where removal of an employee is not time sensitive or otherwise required under an applicable CBA, shall work with the O&M Contractor to: (i) determine, and minimize, any potential effects to the safe, effective, and efficient operation of the Project that the City Employee's removal may create; and (ii) discuss the timing of the removal and subsequent replacement of the City Employee. The Parties agree that the City remains solely responsible for ensuring that the Project is at all times adequately staffed with qualified City Employees, including under Section 3.01.

Section 4.03 Compensation; Benefits. The City shall be responsible for, and shall timely pay or caused to be paid, all salaries, wages and benefits, including overtime, owed to City Employees. All matters concerning wages, expenses, hours worked and paid, discipline, employee evaluation, termination, overtime, work assignments, compliance with the applicable CBA, and other similar administrative and/or legal matters shall be resolved between the City and City Employees, and not between the O&M Contractor and City Employees. The City shall be responsible for reimbursing City Employees for expenses as provided in the City's reimbursement policies.

Section 4.04 Overtime, Scheduling.

(a) Submission of Operating Budget. The O&M Contractor, no later than 60 days before the Commercial Operation Date and forty-five (45) days prior to the beginning of each following calendar year, shall submit to the City its proposed annual overtime budget for the subsequent fiscal year or, in the case of such initial overtime budget, partial year (in each case, the "Overtime Budget"), for expected overtime working hours related to Labor Services and Management Services (to be calculated in the aggregate for all City Employee working hours). Notwithstanding the foregoing, O&M Contractor's submission of a proposed Overtime Budget shall have no effect on the City's obligations or rights with respect to staffing of City Employees or the CBAs, and shall have no effect on the City's sole and exclusive discretion over how it assigns and manages overtime with respect to the City Employees.

(b) Approval of Operating Budget. The Overtime Budget shall be deemed approved so long as the aggregate amount of the anticipated aggregate overtime related to the Labor Services and the Management Services does not exceed 105% of the previous fiscal year's budget (after taking into consideration additional factors, such as increases in wages under the applicable CBAs). In the event that such Overtime Budget shall not be deemed approved as provided in the immediately preceding sentence, such Overtime Budget shall be subject to the reasonable approval of the City, such approval not to be unreasonably withheld or delayed. If the City neither approves nor disapproves any such proposed Overtime Budget within thirty (30) days after receipt, the O&M Contractor shall operate as if the Overtime Budget is approved unless and until the City thereafter disapproves of such Overtime Budget, in writing.

In the event of any emergency at the Project that arises directly from the operation of the Project and threatens human life or safety (including by threatening the Project's ability to produce water that meets the Product Water Quality Guarantee and product water quantity requirements set forth in the Comprehensive Agreement), threatens to materially damage material property, or that requires an unplanned urgent shutdown or maintenance of the Project (an "Urgent Condition"), the O&M Contractor shall be permitted to instruct City Employees, on behalf of the City, to work additional overtime hours so long as the O&M Contractor notifies the City as soon as practicable of such Urgent Condition and such actions taken by the O&M Contractor. The City shall approve or reject the costs associated with such additional overtime hours actually worked within 48 hours of the O&M Contractor notifying the City of

the Urgent Condition and, to the extent the City does not approve or reject that request within that 48-hour time period, such costs associated with the overtime worked shall be deemed approved. To the extent the City rejects a request by the O&M Contractor for costs associated with additional overtime hours worked under this Section 4.04(c), the City shall promptly provide the O&M Contractor with all information upon which the rejection was based. The information referenced in the preceding sentence must be sufficient to establish that: (i) no Urgent Condition existed; and/or (ii) based upon the nature of an Urgent Condition that did exist, City Employees nevertheless worked an excessive number of overtime hours. For the avoidance of doubt, additional overtime hours that are related to an Urgent Condition and are approved by the City shall not count toward the Overtime Budget. Any additional overtime hours that the O&M Contractor claims resulted by an Urgent Condition that are not approved by the City will count toward the Overtime Budget. All overtime hours, regardless of whether caused by Urgent Condition or otherwise, shall be paid by the City in accordance with its standard pay practices and the applicable CBAs.

Section 4.05 Taxes. The City shall be responsible for preparing and filing all employment tax returns required to be filed as a result of the City's employment of City Employees during the Term (including withholding tax returns and unemployment tax returns), including making any required deposits. The City shall comply with all federal, state, and local tax laws with respect to City Employees, including applicable withholding and deposit requirements and the remittance of such withheld amounts or deposits in accordance with applicable law.

Section 4.06 Compliance with Laws; Code of Conduct.

(a) The City shall be solely responsible for securing workers' compensation coverage for City Employees, and shall be responsible for the management of workers' compensation claims, claims filings, and related procedures for City Employees in connection with their performance of Labor Services and Management Services, respectively. The City shall comply with all relevant federal, state, and local employment laws at all times during the Term, as well as the terms of the applicable CBA.

(b) The City represents and warrants that it is in compliance with, and agrees that it shall remain in compliance with: (i) the provisions of the Fair Labor Standards Act ("FLSA"), including but not limited to payment of overtime; (ii) the Immigration Reform and Control Act of 1986 ("IRCA"), including but not limited to the provisions of IRCA prohibiting the hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status; and (iii) all other applicable law. The City shall ensure that all City Employees are not only legally authorized to work in the United States, but are also legally authorized to work for the O&M Contractor at the Project, and that City Employees are paid in accordance with the FLSA.

ARTICLE V

TERMINATION

Section 5.01 Termination.

(a) Notwithstanding Section 2.02 (Term), either Party may terminate this Agreement for any of the following defaults (each such default, severally an "Event of Default"): (i) if the other Party fails to cure its breach of a non-monetary obligation hereunder within thirty (30) days after it receives notice of such breach from the non-breaching Party; provided that, if such breach is not reasonably able to be cured during such thirty (30) day period, the breaching Party shall have begun to cure such breach and be diligently pursuing such cure, and such breach shall have been cured within sixty (60) days of receiving such notice; (ii) if a Party fails to make any monetary payment due hereunder within thirty (30) days of such payment being due; or (iii) if the Comprehensive Agreement is terminated.

(b) Further, the Parties may terminate this Agreement for any reason or no reason whatsoever by mutual written agreement.

Section 5.02 Effect of Termination. No termination of this Agreement excuses either Party from any obligation arising prior to termination or from any liability arising out of any Event of Default that occurred prior to termination.

ARTICLE VI

INDEMNIFICATION

Section 6.01 City Indemnification of O&M Contractor.

(a) The City expressly agrees to release, save, indemnify, hold harmless, and defend the O&M Contractor and its affiliates, related parties, contractors and subcontractors, and their respective officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants (the “O&M Contractor Indemnified Parties”), from and against any liability, claim, charge, demand, petition, complaint, lawsuit, penalty, judgment, inquiry, order, injunction, conciliation agreement, settlement agreement, determination, or cost (including, but not limited to, reasonable attorneys’ fees, administrative costs, and court costs), arising out of, or in connection with:

(i) any action taken solely by the City or its officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants with respect to a City Employee. As used in the preceding sentence, the term “solely” means any action by the City: (i) that did not result from information the O&M Contractor provided to the City under Section 4.02(a); (ii) of which the O&M Contractor was not aware, or did not know, prior to such action being taken; or (iii) that did not result from wrongdoing by the O&M Contractor. Notwithstanding anything to the contrary in this Section 6.01, the O&M Contractor may waive, in writing in accordance with the Notice provisions in Section 7.01 of this Agreement, its right to indemnification with respect to a particular action in instances where the O&M Contractor insists that a particular action be taken that the City does not wish to take, and the O&M Contractor agrees to waive its right to indemnification prior to the City taking any such action. The Parties agree that any waiver of indemnification under this Section 6.01 on any single instance shall not operate as, or be deemed, a waiver of the O&M Contractor’s right to otherwise seek indemnification under this Agreement on any other occasion.

(ii) any alleged bodily injury, death, or loss of / damage to property wherein the action of a City Employee and/or the City are alleged to have been the proximate cause of such event.

(b) The City has the obligation to assume, and fully control, the defense of any potentially indemnified claim or litigation with competent counsel that is acceptable to the O&M Contractor, and the O&M Contractor will cooperate fully (at the City’s cost and expense) in any defense and in the settlement of such claim or litigation.

(c) Notwithstanding anything herein to the contrary, each Party assumes responsibility for and shall save, indemnify, hold harmless and defend (with counsel selected by the indemnified Party), the other Party from and against all claims, actions, judgments or other liabilities arising out of bodily injury to, or death of, any third party, or third party’s property damage or loss, when such injury, death, damage or loss is caused by the willful misconduct or negligent act or omission of the indemnitor, its employees, agents, or subcontractors. When such injury, death, damage or loss is caused by the joint or concurrent negligence of the indemnitor, the indemnitee, and/or any third party, then the indemnitor’s liability

hereunder shall be equal to the degree that the injury, death, damage or loss was caused by the negligence of the indemnitor, its employees, agents or subcontractors.

Section 6.02 O&M Contractor Indemnification of City.

(a) The O&M Contractor expressly agrees to release, save, indemnify, hold harmless, and defend the City and its affiliates, related parties, contractors and subcontractors, and their respective officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants (the “City Indemnified Parties”), from and against any liability, claim, charge, demand, petition, complaint, lawsuit, penalty, judgment, inquiry, order, injunction, conciliation agreement, settlement agreement, determination, or cost (including, but not limited to, reasonable attorneys’ fees, administrative costs, and court costs), arising out of, or in connection with:

(i) any action taken solely by the O&M Contractor or its officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants with respect to a City Employee. As used in the preceding sentence, the term “solely” means any action by the O&M Contractor that did not result from: (i) direction from the City; or (ii) wrongdoing by the City. Notwithstanding anything to the contrary in this Section 6.02, the City may waive, in writing in accordance with the Notice provisions in Section 7.01 of this Agreement, its right to indemnification with respect to a particular action in instances where the City insists that a particular action be taken that the O&M Contractor does not wish to take, and the City agrees to waive its right to indemnification prior to the O&M Contractor taking any such action. The Parties agree that any waiver of indemnification under this Section 6.02 on any single instance shall not operate as, or be deemed, a waiver of the City’s right to otherwise seek indemnification under this Agreement on any other occasion.

(ii) any alleged bodily injury, death, or loss of / damage to property wherein the action of the O&M Contractor and/or its officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants are alleged to have been the proximate cause of such event.

(b) The O&M Contractor has the obligation to assume, and fully control, the defense of any potentially indemnified claim or litigation with competent counsel that is acceptable to the City, and the City will cooperate fully (at the O&M Contractor’s cost and expense) in any defense and in the settlement of such claim or litigation.

(c) Notwithstanding anything herein to the contrary, each Party assumes responsibility for and shall save, indemnify, hold harmless and defend (with counsel selected by the indemnified Party), the other Party from and against all claims, actions, judgments or other liabilities arising out of bodily injury to, or death of, any third party, or third party’s property damage or loss, when such injury, death, damage or loss is caused by the willful misconduct or negligent act or omission of the indemnitor, its employees, agents, or subcontractors. When such injury, death, damage or loss is caused by the joint or concurrent negligence of the indemnitor, the indemnitee, and/or any third party, then the indemnitor’s liability hereunder shall be equal to the degree that the injury, death, damage or loss was caused by the negligence of the indemnitor, its employees, agents or subcontractors.

Section 6.03 Claims Arising Out of Acts by Both Parties.

(a) Notwithstanding the foregoing, the Parties agree that if: (i) it is alleged; (ii) the Parties agree; or (iii) it is determined by a court of competent jurisdiction, that any liability, claim, charge, demand, petition, complaint, lawsuit, penalty, judgment, inquiry, order, injunction, conciliation agreement, settlement agreement, determination or cost (including, but not limited to, reasonable attorney’s fees, administrative costs, and court costs) that would be identified under Sections 6.01 and/or 6.02 arises out of

one or more actions taken jointly by the City and the O&M Contractor, then neither party shall be entitled to indemnification by the other party, and each party shall bear any and all costs and expenses associated with the defense of the same.

(b) Regardless of whether either Party would be required to indemnify the other (under the circumstances set forth in this Article VI), each Party agrees that it would be responsible only for its proportionate or comparative fault, as determined by a court of competent jurisdiction, or as otherwise agreed to by the Parties in writing.

Section 6.04 Request for Indemnification.

(a) The Parties agree to provide written Notice of a request for indemnification, in accordance with Section 7.01, within thirty (30) days from the date upon which the requesting party receives (whether formally or informally) any claim, charge, demand, petition, complaint, or lawsuit potentially giving rise to indemnification.

(b) Upon notification by either Party of the existence of any potentially indemnified claim, charge, demand, petition, complaint, or lawsuit under Sections 6.01 and/or 6.02, the Parties agree to determine informally, and in good faith, whether indemnification is appropriate in accordance with Sections 6.01 and/or 6.02.

(c) Should a scenario arise that is not covered in Sections 6.01, 6.02, and/or 6.03 above, and the Parties do not otherwise reach an agreement as to whether indemnification is appropriate under Sections 6.01 or 6.02 via informal means, the Parties agree to mediate their dispute as to the appropriateness of indemnification, during which each Party shall be required to provide a statement of their respective positions to the other Party and the mediator, for each of their consideration. The Parties agree that, to the extent reasonably possible, they will jointly select a mediator and schedule mediation to occur within thirty (30) days from the date upon which either Party first communicated the existence of any potentially indemnified claim, and agree to have a representative with authority appear at such mediation (regardless of whether in person, by video conference, or teleconference) within that thirty (30) day time period. If the Parties are unable to resolve an indemnification dispute within fifteen (15) days after mediating, either Party may proceed to pursue its rights and remedies in accordance with Section 9.08, below.

(d) The Parties agrees that, prior to reaching an agreement, and/or prior to a determination by a court of competent jurisdiction regarding whether indemnification is appropriate under this Sections 6.01 and/or 6.02, they will each take all necessary steps to defend against any potentially identified claims, charges, demands, petitions, complaints, or lawsuits, regardless of which Party is seeking indemnification, and regardless of the party ultimately responsible for such. To the extent that the Parties reach an agreement, and/or a court of component jurisdiction determines that a particular claim, charge, demand, petition, complaint, or lawsuit against either Party is not subject to indemnification, the Parties will reimburse one another for any and all reasonable costs and expenses incurred with respect to the defense under this Section 6.04(d).

(e) Notwithstanding the foregoing, the Parties agree that nothing contained in this Article VI modifies or amends (nor shall be construed or interpreted as modifying or amending) any term in Article X (Relief Events) in the Comprehensive Agreement.

(f) The Parties may modify any of the time periods set forth in this Section 6.04, in writing.

ARTICLE VII

NOTICES

Section 7.01 Notices Generally. Notices under this Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication, to the following addresses (or to such other address as may from time to time be specified in writing by such Party):

If to the O&M Contractor:

IDE Americas
Attn: Legal Department
5050 Avenida Encinas
Suite 250
Carlsbad, CA 92008
Email: ksolar@parksandsolar.com

With a copy to:

GrayRobinson, P.A.
Attn: Marlene Quintana
333 SE 2nd Avenue
Suite 3200
Miami, FL 33133
Email: Marlene.Quintana@gray-robinson.com
Email: Fabian.Ruiz@gray-robinson.com

If to the City:

City of Fort Lauderdale - City Manager's Office
Attn: City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Email: gchavarria@fortlauderdale.gov

With a copy to:

City of Fort Lauderdale - City Attorney's Office
Attn: City Attorney
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Email: dspence@fortlauderdale.gov

City of Fort Lauderdale – Public Works Office
Attn: Director of Public Works
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Email: adodd@fortlauderdale.gov

Section 7.02 Deemed Received. Such notice shall be deemed received: (a) if personally delivered, when received; (b) if sent by certified mail, return receipt requested, on the date noted on the return receipt (or the date delivery is noted as refused); (c) if sent by a recognized overnight mail or courier service, when received; or (d) if sent by email communication, when received, provided the email is not returned as “undeliverable.”

ARTICLE VIII

ASSIGNMENT

Section 8.01 Restrictions on Assignment.

(a) The O&M Contractor shall not assign, transfer or otherwise dispose of any interest in this Agreement except with approval by the City Commission, which shall not be unreasonably withheld or delayed.

(b) In the case of any assignment under this Section 8.01, the assignee shall assume all of the obligations of the O&M Contractor under this Agreement. Any purported assignment of this Agreement in violation of this Section 8.01 is void.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01 Amendments and Waivers.

(a) This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.

(b) Either Party’s waiver of any breach or to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time, shall not in any way limit or waive that Party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition, or other provision, any course of dealing or custom of the trade notwithstanding.

Section 9.02 Successors and Assigns. Subject to Section 8.01 (Restrictions on Assignment), this Agreement shall be binding upon and inure to the benefit of the City and the O&M Contractor and their permitted successors, assigns, and legal representatives.

Section 9.03 Limitation on Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create any third-party beneficiary hereunder, or to authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. Except as otherwise provided in this Section 9.03, the duties, obligations and responsibilities of the Parties with respect to third parties shall remain as imposed by applicable law. This Agreement shall not be construed to create a contractual relationship of any kind between the City and any Person other than the O&M Contractor.

Section 9.04 Severability. If any clause, provision, section or part of this Agreement is ruled invalid by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, including applicable compensation to account for any change in the O&M Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. To the extent the Parties are unable to negotiate such changes or

substitutions and court or other guidance fails to result in the Parties' reaching agreement, as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal, or unenforceable provision, the invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section, or part.

Section 9.05 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 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.

Section 9.06 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or scanned electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute," "signed," "signature," and words of like import in, or related to, any document to be signed in connection with this Agreement, and the transactions contemplated hereby, shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms reasonably approved by the City (and, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform shall be deemed approved), or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, Florida Statutes § 668.50, or any other similar state laws based on the Uniform Electronic Transactions Act. Each of the Parties further agrees that it will not raise receipt of an electronic signature as a defense in any proceeding or action in which the validity of such consent or document is at issue and hereby forever waives such defense.

Section 9.07 Further Assurances. The Parties shall do, execute, and deliver, or shall cause to be done, executed, and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports, and opinions), and things as the other may reasonably request for the purpose of giving effect to this Agreement, or for the purpose of establishing compliance with the representations, warranties, and obligations of this Agreement.

Section 9.08 Governing Law. This Agreement, and all Annexes and Exhibits to this Agreement, and all matters arising out of or relating to them (whether in law or in equity), are governed by, and construed in accordance with, the laws of the State of Florida and shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions thereof, to the extent those principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. The Parties agree that any action relating to, or arising out of, this Agreement shall be taken in a court of competent jurisdiction within Broward County, Florida, and the Parties agree not to assert that such forum is inconvenient. With respect to any suit or action arising out of, or relating to, any provision in this Agreement, the prevailing party shall be entitled to recover all of its fees, costs, and expenses incurred, including without limitation, reasonable attorneys' fees (in addition to any other relief to which the prevailing party may be entitled). EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND A TRIAL BY JURY FOR ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING

FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE LOCAL, STATE OR FEDERAL STATUTE, LAW, RULE, STATUTE, ORDER, REGULATION OR ORDINANCE, AND/OR ANY OTHER STATUTE, LAW, RULE STATUTE, ORDER, REGULATION OR ORDINANCE RELATING TO ANY APPLICABLE COLLECTIVE BARGAINING AGREEMENT(S), INCLUDING CLAIMS UNDER THE NATIONAL LABOR RELATIONS ACT, FLORIDA'S PUBLIC EMPLOYEES RELATIONS ACT, AND ANOTHER OTHER FEDERAL STATE OR LOCAL EMPLOYMENT STATUTE, LAW, RULE, STATUTE, ORDER, REGULATION OR ORDINANCE. EACH PARTY HEREBY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY. Notwithstanding anything contained herein to the contrary, the City, by execution of this Agreement, hereby fully and expressly waives, to the fullest extent permitted by applicable law, the protections of sovereign immunity, except that the City makes no waiver of the protections of sovereign immunity that are not already waived in Section 768.28, Florida Statutes, with respect to actions in tort or as a result of negligence.

Section 9.09 Anti-Boycott Verification. As a condition precedent to the effectiveness of this Agreement, the O&M Contractor 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 Agreement at the City's option if the O&M Contractor 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.

Section 9.10 Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute either Party a partner, agent, or legal representative of the other Party, or to create a joint venture, partnership, agency, joint employer, successor employer, or any relationship between the Parties. The Parties' respective obligations are individual and not collective in nature.

Section 9.11 Survival. The O&M Contractor's and the City's representations and warranties, Section 9.08 (*Governing Law*), the indemnifications and releases contained in Article VI (*Indemnification*), the rights to compensation contained in Section 4.03 (*Compensation; Benefits*) and any other obligations to pay amounts hereunder, and all other provisions which, by their inherent character, should survive expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement. The City's obligation to pay compensation to the O&M Contractor upon the early termination of this Agreement, as provided in Article V (*Termination*), and any other payment obligations of the City arising prior to expiration or early termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 9.12 Agents and Representatives. The City and the O&M Contractor shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to this Agreement ("Authorized Representative"). Annex III (*Authorized Representatives*) of this Agreement specifies the initial Authorized Representative designations. Such designations may be changed by a subsequent writing delivered to the other Party in accordance with Article VII (*Notices*).

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the undersigned have executed this Agreement as of the date first set below, but effective as of the date set forth above.

CITY OF FORT LAUDERDALE

By: _____
Name: Greg Chavarria
Title: City Manager, City of Fort Lauderdale

PLCWC O&M, LLC

By: _____
Name: Lihy Teuerstein
Title:

List of Required Employees¹

Job Description / Classification as per Appendix A of CBA (in Italic font)	Class Code as per Appendix A to CBA (to be updated by City)	PW Position Match (this column was supplied by city - should be updated by city)	Qualifications	No. per Shift	No. of Shifts	Total Personnel	Main Responsibilities
Control Room Manager <i>Lead Water Plant Operator</i>	TM068	Water Operations Supervisor U155	State of Florida Class B Operator's license (or higher)	N/A	Full time + standby duty	1	Management of operators & shifts In depth knowledge of process procedures Training of operation staff
Control Room Operators <i>Water Treatment Plant Operator</i>	TM138	Lead Water Treatment Plant Operator U147, U148, U149, 2 new FTE Water Treatment Plant Operator U893, U945, U181, U166, 3 new FTE	State of Florida Class C Operator's license (or higher)	2 (1 Shift manager + 1 operator)+	3 per 24 hour day	12	24/7/365 operation of facility Auxiliary roles such as chemical dosing, CIP (if applicable),
Laboratory Manager **	**	Environmental Laboratory Supervisor U361 New FTE dedicated to Project	BSc. Chemistry Other local regulatory requirement?	N/A	Full time + standby duty	1	Manage quality lab test regimes Maintain lab qualification Standard QA of facility
Laboratory Technician **	**	Environmental Laboratory Tech (U351) New FTE dedicated to Project	BSc. Chemistry Other local regulatory requirement?	N/A	Full time + standby duty	1	Perform quality lab tests
Control Automation Engineer / IT manager <i>Technology Infrastructure Support Technician</i>	TM128	Technology Infrastructure and Operations Manager New FTE	Practical electronics engineer / BSc. Computer sciences	N/A	Full time + stand by duty	1	Maintenance of OT control of facility IT management & maintenance

¹ At least 120 days prior to COD, City to provide any and all information necessary to finalize the Job Description / Classification column, Class Code column, and PW Position Match column, including but not limited to any codes and/or information identified in this Annex using two asterisks (“**”).

Safety officer **	**	New FTE	Safety management diploma	N/A	Full time + stand by duty	1	Management of all Safety & Health regulations & procedures in facility
Electromechanical Engineer Senior Industrial Electrician	TM114	Process Control Engineer U048 (Requires coordination with remaining PW PCE FTEs to provide backup/redundancy)	Electric Engineer	N/A	Full time + stand by duty	1	Management of the maintenance of electricity infrastructure & motors within facility
Electromechanical Technician Electrician ----- - Industrial Electrician	TM036 ----- TM060	Industrial Electrician U146, U141 (Requires coordination with remaining PW IE FTEs to provide backup/redundancy; dedicated personnel reduces flexibility for the overall utility)	Certified High Voltage Electricians	N/A	Full time + stand by duty	2	Maintenance of electricity infrastructure & motors within facility
Instrumentation Technician Electronics/Instrument Technician	TM039	Electro Technician (U047, New FTE)	Instrumentation practical engineer / technician	N/A	Full time + stand by duty	2	Maintenance of instrumentation of facility
Maintenance Manager Senior Plant Maintenance Worker	TM117	Public Works Maintenance Supervisor U158	Practical Mechanical Engineer	N/A	Full time + stand by duty	1	Management of the mechanical maintenance team of the facility
Mechanical Technician - skilled Equipment Mechanic	TM048	Sr Utility Mechanic U164, U303 Sr Plant Maintenance Worker U143, U834. 2 New FTE	Skilled mechanic with several years' experience	N/A	Full time + stand by duty	6	Major maintenance of mechanical equipment of the facility
Mechanical Technician - general Plant Maintenance Worker	TM088	Utility Mechanic U163, U280, U265 Plant Maintenance Worker U172, 2 New FTE	Junior mechanic with a few years' experience		Full time + stand by duty	6	Regular maintenance of mechanical equipment of the facility Upkeep of site
Logistic Warehouse	TM002	Administrative Supervisor U010 New FTE dedicated to Project		N/A	Full time + stand by duty	2	Management of facility warehouse - spare parts & chemicals
Book keeper - Accounting Clerk	TM002	Sr Admin Assistant U006 (Capability to be provided by existing Public Works Staff)	Book keeper diploma	N/A	Full time	1	Maintain all financial records & bookkeeping, effecting payments to suppliers

Procurement Manager <i>Procurement & Inventory Specialist</i>	TM100	Sr Procurement & Inventory Specialist U026 <i>(Capability to be provided by existing Public Works Staff)</i>	Several years' experience in procurement	N/A	Full time	1	Management of all procurement of spare parts Coordination of chemical procurement
Secretary / Site Admin. <i>Administrative Assistant</i>	TM005	Sr Admin Assistant <i>New FTE dedicated to Project</i>	Proficiency in MS-Office applications	N/A	Full time	1	Site administration PA to management
					Total	40	

List of Necessary City Employees²

<i>Job Description / Classification as per Appendix A of CBA (in Italic font)</i>	No. per Shift	No. of Shifts	Total Personnel	Minimal ratio of employees to enable Operator to fulfill commitments	Maximal absence ratio	Duration in days
Control Room Manager <i>Lead Wastewater Plant Operator</i>	N/A	Full time + standby duty	1	100%	0%	7
Control Room Operators <i>Water Treatment Plant Operator</i>	2 (1 Shift manager + 1 operator)+	3 per 24 hour day	12	100%	0%	7
Laboratory Manager **	N/A	Full time + standby duty	1	50% (together with lab technician)	50% (together with lab technician)	14
Laboratory Technician **	N/A	Full time + standby duty	1	50% (together with lab manager)	50% (together with lab manager)	14
Control Automation Engineer / IT manager <i>Technology Infrastructure Support Technician</i>	N/A	Full time + stand by duty	1	100%	0%	14
Safety officer **	N/A	Full time + stand by duty	1	100%	0%	3
Electromechanical Engineer <i>Senior Industrial Electrician</i>	N/A	Full time + stand by duty	1	100%	0%	14

² At least 120 days prior to COD, City to provide any and all information necessary to finalize the Job Description / Classification column, including but not limited to any information identified in this Annex using two asterisks (“**”).

Electromechanical Technician <i>Electrician</i> ----- - <i>Industrial Electrician</i>	N/A	Full time + stand by duty	2	50%	50%	14
Instrumentation Technician <i>Electronics/Instrument Technician</i>	N/A	Full time + stand by duty	2	50%	50%	14
Maintenance Manager <i>Senior Plant Maintenance Worker</i>	N/A	Full time + stand by duty	1	100%	0%	7
Mechanical Technician - skilled <i>Equipment Mechanic</i>	N/A	Full time + stand by duty	6	60%	40%	14
Mechanical Technician - general <i>Plant Maintenance Worker</i>		Full time + stand by duty	6	40%	60%	14
Logistic Warehouse	N/A	Full time + stand by duty	2	50%	50%	45
Book keeper - <i>Accounting Clerk</i>	N/A	Full time	1	0%	100%	N/A
Procurement Manager <i>Procurement & Inventory Specialist</i>	N/A	Full time	1	100%	0%	30
Secretary / Site Admin. <i>Administrative Assistant</i>	N/A	Full time	1	0%	100%	N/A
		Total	40			

Authorized Representatives

[To be inserted.]

Form of Target COD Notice

[Date]³

The City of Fort Lauderdale (“City” or “you”)

[Address]

Re: Notice of Target COD

Ladies and Gentlemen:

This Notice of Target COD (this “Notice”) is delivered to you pursuant to Section [] of that certain Labor Services Agreement, dated as of [], 2023 (as amended, restated, modified or supplemented from time to time, the “LSA”), among the City and PLCWC O&M, LLC, a limited liability company organized under the laws of Delaware. All capitalized terms used herein shall have the respective meanings specified in the LSA unless otherwise defined herein or unless the context requires otherwise.

By delivery of this Notice, the O&M Contractor hereby notifies you that COD is expected to occur on [] (the “Target COD”). Testing and commissioning activities ahead of Target COD are expected to begin on [], and [training for such testing and commissioning activities]⁴ is expected to begin on []. The O&M Contractor hereby requests that the City furnish and make available to the O&M Contractor the services of certain City Employees currently employed in such job classifications listed below, for the employment hours and on the dates set out for each job classification.

Months of Lead Time needed	-8	-6	-4	-3	-2	COD
Activity	Functional dry tests	Functional dry/wet tests	Functional wet tests / training	Functional wet tests / training	Completion tests / training	O&M full activity
	Number of employees					
Control room manager	1	1	1	1	1	1
Control room operators			6	6	12	12

³ To be delivered at least twelve months before Target COD.

⁴ **Note to City:** To discuss plan for managing the overlap in startup of the new plant and shut down of Fiveash.

Laboratory Manager			1	1	1	1
Laboratory Technician					1	1
Control Automation Engineer / IT manager	1	1	1	1	1	1
Safety Officer	1	1	1	1	1	1
Electromechanical Engineer	1	1	1	1	1	1
Electromechanical Technician	1	1	1	2	2	2
Instrumentation Technician	1	1	1	2	2	2
Maintenance Manager	1	1	1	1	1	1
Mechanical Technician - skilled	3	3	6	6	6	6
Mechanical Technician - general					6	6
Logistic Warehouse			1	1	2	2
Bookkeeper*					1	1
Procurement*				1	1	1
Secretary / Site Admin.				1	1	1
Total employees	10	10	21	25	40	40

**Designates Shared Utility Employee*

The O&M Contractor requests that the City provide an indicative list of such City Employees by [_____].

Please do not hesitate to reach out to [your normal contacts at the O&M Contractor[[_____] at [_____]] with any questions.

[Signature Page to follow]

In Witness Whereof, the undersigned have executed this Notice as of the date first set below, but effective as of the date set forth above.

PLCWC O&M, LLC

By: _____
Name: [_____]
Title: [_____]

Form of COD Notice

[Date]⁵

The City of Fort Lauderdale (“City” or “you”)
[Address]

Re: Notice of COD

Ladies and Gentlemen:

This Notice of COD (this “Notice”) is delivered to you pursuant to Section [] of that certain Labor Services Agreement, dated as of [], 2022 (as amended, restated, modified or supplemented from time to time, the “LSA”), among the City and [] a limited liability company organized under the laws of [Delaware]. All capitalized terms used herein shall have the respective meanings specified in the LSA unless otherwise defined herein or unless the context requires otherwise.

By delivery of this Notice, the O&M Contractor hereby notifies you that COD is scheduled to occur on [] (the “COD”), and operations and maintenance activities at the Project will begin on such date. The O&M Contractor hereby requests that the City furnish and make available to the O&M Contractor the services of certain City Employees currently employed in such job classifications listed in Schedule [] to the LSA, for the employment hours and dates set out for each job classification.

Job Description / Classification as per Appendix A of CBA	Class code as per Appendix A to CBA	Qualifications	No. per Shift	No. of Shifts	Total Personnel	PW Position Match	Total in Department
Control Room Manager <i>Lead Water Plant Operator</i>	TM068	State of Florida Class A Operator’s license (or higher?)	N/A	Full time + Standby Duty	1	Water Operations Supervisor U155	2

⁵ NTD: To be delivered at least one month prior to COD.

Control Room Operators <i>Water Treatment Plant Operator</i>	TM138	State of Florida Class C Operator's license [or higher]	2 (1 Shift manager + 1 operator)	3 per 24 hour day	12	Lead Water Treatment Plant Operator U147, U148, U149, 2 new FTE Water Treatment Plant Operator U893, U945, U181, U166 Water Treatment Plant Operator Trainee (not licensed) U179, U184, U168	10 8 3
<i>Laboratory Manager</i>	**	BSc. Chemistry [Other local regulatory requirement]	N/A		1	Environmental Laboratory Supervisor U361 New FTE dedicated to Project	1
<i>Laboratory Technician</i>	**	BSc. Chemistry [Other local regulatory requirement]	N/A		1	Environmental Laboratory Tech (U351) New FTE dedicated to Project	8
Control Automation Engineer / IT manager <i>Technology Infrastructure Support Technician</i>	TM128	Practical electronics engineer / BSc. Computer sciences	N/A	Full time + Standby Duty	1	Technology Infrastructure and Operations Manager New FTE	0
Safety officer **	**	Safety management diploma	N/A	Full time + Standby Duty	1	New FTE	0

Electromechanical Engineer <i>Senior Industrial Electrician</i>	TM114	Electric Engineer	N/A	Full time + Standby Duty	1	Process Control Engineer U048 <i>(Requires coordination with remaining PW PCE FTEs to provide backup/redundancy)</i>	4
Electromechanical Technician <i>Electrician Industrial Electrician</i>	TM036 TM060	Certified High Voltage Electricians	N/A	Full time + Standby Duty	2	Industrial Electrician U146, U141 <i>(Requires coordination with remaining PW IE FTEs to provide backup/redundancy; dedicated personnel reduces flexibility for the overall utility)</i>	7
Instrumentation Technician <i>Electronics/Instrument Technician</i>	TM039	Instrumentation practical engineer / technician	N/A	Full time + Standby Duty	2	Electro Technician (U047, <i>New FTE</i>)	7
Maintenance Manager <i>Senior Plant Maintenance Worker</i>	TM117	Practical Mechanical Engineer	N/A	Full time + Standby Duty	1	Public Works Maintenance Supervisor U158	7
Mechanical Technician – skilled <i>Equipment Mechanic</i>	TM048	Skilled mechanic with several years' experience	N/A	Full time + Standby Duty	6	Sr Utility Mechanic U164, U303 Sr Plant Maintenance Worker U143, U834. <i>2 New FTE</i>	16 5
Mechanical Technician – general <i>Plant Maintenance Worker</i>	TM088	Junior mechanic with a few years' experience		Full time + Standby Duty	6	Utility Mechanic U163, U280, U265 Plant Maintenance Worker U172, <i>2 New FTE</i>	21 4 10
Logistic Warehouse	TM002		N/A	Full time + Standby Duty	2	Administrative Supervisor U010 <i>New FTE dedicated to Project</i>	2

Bookkeeper* <i>Accounting Clerk</i>	TM002	Book keeper diploma	N/A	Full time	1	Sr Admin Assistant U006 <i>(Capability to be provided by existing Public Works Staff)</i>	2
Procurement Manager* <i>Procurement & Inventory Specialist</i>	TM100	Several years' experience in procurement	N/A	Full time	1	Sr Procurement & Inventory Specialist U026 <i>(Capability to be provided by existing Public Works Staff)</i>	
Secretary / Site Admin. <i>Administrative Assistant</i>	TM005		N/A	Full time	1	Sr Admin Assistant <i>New FTE dedicated to Project</i>	
					Total: 40		

*Designates shared utility employee

The O&M Contractor requests that the City provide an indicative list of such City Employees by [_____].

Please do not hesitate to reach out to [your normal contacts at the Project Company][[_____]] at [_____]] with any questions.

[Signature Page to follow]

In Witness Whereof, the undersigned have executed this Notice as of the date first set below, but effective as of the date set forth above.

[_____]

By: _____

Name: [_____]

Title: [_____]