

ACTION OF
ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC


July 1, 2019

The undersigned, being a Manager of Ernst & Young Infrastructure Advisors, a Delaware limited liability company (the "Company") duly appointed by Ernst & Young U.S. LLP, the sole member of the Company (the "Sole Member") pursuant to a unanimous written consent of the Sole Member dated August 28, 2014, and acting in accordance with Sections 18-402 and 18-407 of the Delaware Limited Liability Company Act and the limited liability company agreement of the Company, hereby consents to and adopts the following resolutions by written consent, effective as of the date first above written:

RESOLVED, that the Company does hereby authorize, appoint and constitute each of Mr. Mike Parker, Ms. Sue Lee, Mr. Tuyen Mai, Mr. Neil McMonagle, Mr. Jon Godsmark, Mr. Stephen Auton-Smith, Mr. Thomas Pelnik and Mr. Marc Powell as authorized signatories of the Company, each of them individually being vested with full legal authority to bind the Company to any agreement, contract, certificate, instrument or other document (including, without limitation, any contract for the Company to perform services on behalf of a client or potential client (any of the foregoing, a "Contract") on which his or her signature may appear on behalf of the Company with the title of "Authorized Signatory," as if such Contract were executed by all of the Managers on behalf of the Company; and it is further

RESOLVED, that any Contract executed on behalf of the Company by any of such individuals prior to the date hereof is hereby ratified and confirmed in all respects.

ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC

By: 

Name: Tom Rousakis

Title: Manager



14 July 2021

City of Fort Lauderdale
Attention: Susan Grant, Director of Finance
100 N. Andrews. Av
Fort Lauderdale
FL 33301

Dear Susan:

Thank you for choosing Ernst & Young Infrastructure Advisors, LLC (“we” or “EYIA” or “Contractor”) to perform professional services (the “Services”) for the City of Fort Lauderdale (“you” or “Client” or “City”). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this “Agreement”).

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

If you have any questions about any of these materials, please do not hesitate to contact so that me we can address any issues you identify before we begin to provide any Services.

Very truly yours,

By: 
Stephen Auton-Smith, Authorized Signatory

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“AICPA”).
2. We are a member of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“Client Information”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for your use only (consistent with the purpose of the particular Services).
12. If you disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.
13. [Reserved.]
14. [Reserved.]
15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, or punitive damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. [Reserved.]
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“EY Persons”). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

20. Subject to the limitations in Section 17, Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents ("Client Indemnitees") from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, that Client Indemnitees may incur due to claims of third parties based upon bodily injury (including death) or damage to (including loss of) tangible property arising from negligence or intentional misconduct of the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City's City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("**Materials**") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Information

23. All records made or received by either party in connection with this Agreement are public records pursuant to Florida law, available for inspection and copying, except as provided in Subsection 255.065(15), Florida Statutes (2020), as may be amended or revised, and except as otherwise provided by Florida law.
24. Either of us may use electronic media to correspond or transmit information.
25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed

at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework, each administered by the U.S. Department of Commerce and to which EYIA has self-certified (collectively, the "Privacy Shield Framework"). Further information (including disclosures required by the Privacy Shield Framework) is set out at www.ey.com/us/privacyshield. We will require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by the Privacy Shield Framework and other legal and regulatory requirements applicable to us. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.
28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health

information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which, except to the extent you are exempt, you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 45 days following receipt of each of our proper invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge additional professional fees if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any reasonable professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written

notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us in accordance with this Agreement up to and including the effective date of the termination of this Agreement. Payment is due within 45 days following receipt of our proper invoice for these amounts.
36. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations shall continue thereafter as provided by Florida law.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of Florida applicable to agreements made, and fully to be performed, therein by residents thereof. Any dispute relating to this Agreement or the Services shall first be submitted to mediation as set forth in Appendix 1 to these Terms and Conditions. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. The parties waive the right to jury trial in connection with any legal proceedings arising under or relating to this Agreement.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
40. Each of us represents to the other that each person signing this Agreement or any Statement of Work

hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms.

41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any provision of this Agreement (in whole or part) is held by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. [Reserved.]
46. [Reserved.]

47. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

- a. Keep and maintain public records required by the City to perform the service.

b. Upon request from 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 (2020), as may be amended or revised, or as otherwise provided by law.

c. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.

48. As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be

amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

49. The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.
- a. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- b. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- c. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- d. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- e. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
50. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2020), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2020), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2020), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor; and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2020), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2020), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section 50, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, to include all of the requirements of this section 50 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2020), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

City of Fort Lauderdale

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

Approved as to form:

By: [Signature]
Sr. Assistant City Attorney

WITNESSES:

M. Cleever
Signature

Madison Cleever
Print Name

Jennal. Jones
Signature

Jennal. Jones
Print Name

Ernst & Young Infrastructure Advisors, LLC

By: [Signature]
Print Name: STEPHEN ANTON-SMITH
Title: SENIOR MANAGING DIRECTOR

(SEAL)

ATTEST:

By: [Signature]
Print Name: Jeffrey Rothchild
Title: Attorney

STATE OF New York :
COUNTY OF Dutchess :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of August, 2021, by STEPHEN ANTON-SMITH as SENIOR MANAGING DIRECTOR for Ernst & Young Infrastructure Advisors, LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

[Signature]
Signature of Notary Public – State of New York
REGINA M. WEXLER
Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

REGINA M. WEXLER
Notary Public, State of New York
No. 01WE4944513
Qualified in Dutchess County
Commission Expires 11/21/2022

Appendix 1

Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall have been certified as a mediator by the Florida Supreme Court and shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a Florida Supreme Court-certified mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY client, or an EY client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential, except as otherwise provided by Florida law or Florida Court Rules. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate. In addition, if a party initiates litigation without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived.

Statement of Work

This Statement of Work, dated **14 July 2021** (this “SOW”), is made by **Ernst & Young Infrastructure Advisors, LLC**, a Delaware limited liability company, (“we” or “EYIA”) and the City of Fort Lauderdale, a Florida municipality, (“you”, “the City” or “Client”), pursuant to the Agreement, dated **14 July 2021** (the “Agreement”), between EYIA and the City of Fort Lauderdale.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the transaction advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

We understand that you received an Unsolicited Proposal (the “Proposal”) Suez Water Environmental Services Inc. (“SUEZ”) in May 2021 pursuant to Section 255.065, Florida Statutes, to construct and operate a regional water treatment facility via a public private partnership to replace the existing ageing Fiveash plant and are seeking EYIA’s support to analyze the Proposal and its implications for the City’s water infrastructure improvement strategy. In this context we will assist you in connection with the following:

Phase 1: Proposal evaluation

- Undertake a preliminary analysis of the relative commercial and financial merits, risks and opportunities associated with the Proposal and provide a summary and analysis of the Proposal comprising:
 - Key commercial value and risk propositions
 - Initial diligence of proposed pricing and key financial terms
 - Proposed contracting and delivery model
 - Indicative pros and cons of the Proposal
 - A list of financial and commercial clarification questions and/or requests for information for the City to issue to SUEZ to allow a more effective or comprehensive evaluation
- Attend clarification calls and meetings as necessary with the City and SUEZ
- Liaise with the City and its advisors to allow for the integration of the financial and commercial implications of the Proposal by the City’s rate consultant into the City’s rate model
- Coordinate the input of a third-party technical engineering advisor. The technical advisor will analyze the appropriateness of the proposed project design, operating model and performance outputs, relative to industry benchmarks, regulatory standards, and comparable projects, if any. The technical advisor will also assess and comment on the reasonableness of capital and operating cost estimates and assumptions underpinning the price proposal.
- Prepare draft and final reports and present to City staff and City Commission.

Phase 2: Comparative strategic analysis

- Assess the Proposal's value proposition (based on the key financial, commercial and technical characteristics established in Phase 1) in the context of the City's needs, priorities and constraints
- Assess the Proposal in the context of the alternative financing, contracting and procurement approaches potentially available to meet the City's needs and provide a qualitative and quantitative (to the extent practicable based on the data available) analysis of the pros and cons of alternative delivery models. Such analysis will be informed by the specifics of the City's capital needs, financial position and our understanding of precedent projects.
- Coordinate the input of a third-party technical engineering advisor selected by the City. The technical advisor will at a preliminary level consider the relative merits of alternative technical configurations and project scopes to meet the City's needs and compare these to the Proposal received.
- Consolidate and document the above comparative analysis and emerging project and transaction scoping and structuring considerations.
- Based on the above analysis, assist the City as it makes decisions with respect to (i) project scope; (ii) contracting and delivery structure; and (iii) procurement model
- Attend calls and meetings as necessary with the City and its technical advisors

For the avoidance of doubt, throughout Phases 1 and 2, EYIA is not undertaking diligence on the Proposer, nor advising you on the merits or otherwise of any specific transaction or providing any recommendations with regards the acceptance, rejection or otherwise of the Proposal or any other particular delivery approach.

Phase 3: Implementation support

Assist Client with the structuring and implementation of any procurement process emerging from Phase 2 as relevant, such support being subject to a more detailed statement of work agreed with Client at that time.

Restrictions

EYIA, as a member firm of EY, is restricted by law and auditor professional requirements from performing certain work for its audit clients. The scope of work and fee arrangements set out in this letter have been approved under EY's applicable independence requirements, and any additional services requested under this or other statements of work will be subject to the same such requirements.

Any projections or estimates used as inputs into our analysis will be based on third party data or based on defined assumptions. We will have no responsibility to evaluate or verify such information but shall state the source of the information we use.

Unless otherwise specifically stated, we will not verify the accuracy of data provided by you or other third parties and will not be responsible for any errors in outcome resulting from inaccurate or incomplete data provided by the Client or others.

Limitations on scope

We will not identify, address or correct any errors or defects in your computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Your specific obligations

We draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, your obligations under paragraph 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

We may provide you with sample tools and/or templates, based on our professional experience and industry leading practices, for your completion or customization in connection with your project. You will be responsible for completion, customization, implementation, use and effectiveness of these tools or templates, and we will have no obligation with respect thereto.

Specific additional terms and conditions

The Services are advisory in nature. EYIA will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards.

None of the Services or any Reports will constitute any legal opinion or advice. Whilst we will review legal documents when required to do so in order to advise on their financial and commercial consequences, it will not be a legal review and your lawyers will retain responsibility for legal drafting. In order for us to carry out this review, you or your advisors will need to notify us of any changes made to the documentation, highlighting the particular clauses that require review. We assume no responsibility for the effects of any changes that are not notified to us.

We will not conduct a review to detect fraud or illegal acts, nor will we render any opinion as to the fairness or advisability of the proposed transaction or any other transaction.

In providing the Services, we also will utilize and rely on data and information from third party sources (including publicly-available information). We will have no responsibility to evaluate or verify such information.

Notwithstanding anything to the contrary in the Agreement or this SOW, except as to those of any EY Firms, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by their vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including Client's identity and location, as well as redacted agreements. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on Client's premises. EY and Client will work together to develop an appropriate notice as required.

EY resources will be operating at all times as an employee of and under the direction and control of EYIA's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by EYIA. Client will not have the right to control EY resources, but will be responsible for directing our work and making all decisions derived from it. The Services do not include activities that involve participation in the management and decision making that are the responsibility of the Client.

EYIA and other EY Firms may render professional services to other clients in your industry. You agree that any EY Firm may provide the Services under this SOW, as well as services to other such parties, as long as the EY Team does not disclose to any other such team any confidential information relating to you [except as required by applicable law, regulation or professional obligation, subject to Subsection 255.065(15), Florida Statutes (2020), as may be amended or revised], in either case without your prior written consent.

The Services may involve our review of, or advice relating to, agreements to which you are a party with, or products produced by, a third party (an "EY Client") for which EYIA (or another EY Firm) performs, or has performed, services unrelated to the agreements or products. On behalf of yourself and your affiliates, you acknowledge and consent to our performance of such services for any EY Client, and agree that neither you nor your affiliates will make a claim that these circumstances present a conflict of interest, real or perceived, for us or any other EY Firm. If, however, our services for an EY Client directly relate or related to the agreements or products, we will seek the consent of both you and the EY Client to the continued performance of the Services. In any event, we confirm that, except as you and the EY Client otherwise agree in writing, your respective confidential or privileged information will remain confidential to that client in accordance with applicable professional standards.

We may subcontract a portion of the Services to one or more EY Firms and to subcontractors, including retired EY partners and/or principals, working under our direction who may communicate directly with you. EYIA, however, will remain solely responsible to Client for the performance of the Services.

Timetable

It is expected that the Phase 1 will be undertaken over a 4 week period from the time of your instruction to commence, subject to the relative complexity of the Proposal, stakeholder availability and timely exchange of information across the relevant parties

Phase 2 is expected to be delivered within a 4 week period, subject to similar caveats.

Phase 3 timing is currently uncertain and will depend on the agreed statement of work at that time

Contacts

You have identified Susan Grant as your contact with whom we should communicate about these Services. Your contact at EYIA for these Services will be Stephen Auton-Smith.

Fees and expenses

The General Terms and Conditions of the Agreement address our fees and expenses generally. Time incurred by EYIA in the provision of Services will be charged at the following rates:

EYIA level	\$/hour
Senior Managing Director / Managing Director	\$575
Senior Vice President / Director	\$520
Vice President / Manager	\$410
Senior Associate / Associate	\$345
Analyst	\$245
Global Analyst	\$170

Rates will be subject to 2.5% annual inflation from the anniversary of the Agreement.

This Statement of Work is subject to a not to exceed amount of \$95,000 for Phase 1. EYIA has budgeted 240 hours of staff time for Phase 1, but the City acknowledges that EYIA has received limited data as to the content, detail or quality of the Proposal as at the date of this Statement of Work, and the level of effort associated with Phase 1 is largely unknown. Should the estimated level of effort required to deliver the Services materially change, EYIA will advise the Client in a timely manner to discuss the scope and indicative budget as relevant. We will provide fee updates on a monthly basis.

The budgets for Phases 2 and 3 will be subject to subsequent agreement between EYIA and the City. For the avoidance of doubt, fees exclude the costs associated with third party technical advisor input.

In addition, you shall reimburse EYIA for expenses incurred in connection with the performance of the Services, including expenses such as travel, meals accommodations in accordance with the City's Travel Allowance and Subsistence Policy, and other reasonable expenses specifically related to this engagement, all of which shall not exceed \$4,999.

Billing and Payment

We will submit invoices on a monthly basis in arrears for actual hours and expenses incurred. Payment is due forty-five days following your receipt of our proper invoice.

You will provide a Purchase Order or other such details in a timely manner, should this be required by you for payment. Any delays in providing a Purchase Order or any information necessary for our invoicing will not affect the payment terms based on our invoice date.

You shall also pay all applicable taxes (including VAT and others imposed), except to the extent you are exempt, incurred in connection with the delivery of the Services or the Reports (except for taxes imposed on EY's income).

Your obligation to pay our fees and expenses is not contingent upon the results of the Services or the consummation of the proposed transaction.

In witness whereof, the parties have executed this SOW as follows:

City of Fort Lauderdale


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

Approved as to form:

By: 
Paul Sampel
Assistant City Attorney

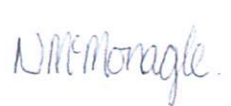
WITNESSES:

Ernst & Young Infrastructure Advisors, LLC

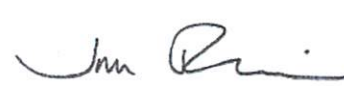

Signature

Sue Lee

By: 
Print Name: Stephen Auton-Smith
Title: Senior Managing Director


Signature

Neil McMonagle

ATTEST: 
By:
Print Name: Tom Rousakis
Title: Senior Managing Director

STATE OF New York :
COUNTY OF Dutchess :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 6th day of August, 2021, by SEPTEN AVON-SUTTA as SENIOR MANAGER for Ernst & Young Infrastructure Advisors, LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

Regina M. Wexler
Signature of Notary Public – State of New York

Regina M. Wexler
Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

REGINA M. WEXLER
Notary Public, State of New York
No. 01WE4944513
Qualified in Dutchess County
Commission Expires 11/21/2022



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

11

Today's Date: 8/31/2021

DOCUMENT TITLE: ERNST & YOUNG – GENERAL TERMS AND CONDITIONS (1 ORIGINAL)
AND STATEMENT OF WORK (1 ORIGINAL)

COMM. MTG. DATE: 7/6/2021 CAM #: 21-0572 ITEM #: CP-4 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8/31/21 Paul G. Bangel PGB/PL
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 8/31/2021

3) City Manager's Office: CMO LOG #: Aug 68 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 8-31-21

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 2 originals to: C. Rose/Procurement/Ext. 5141

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO