

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
BROWARD COUNTY, FLORIDA
CONCERNING THE PROVISION OF FUNDS
PURSUANT TO SECTION 2106 OF THE WATER RESOURCES REFORM AND
DEVELOPMENT ACT OF 2014

This MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered into this _____ day of _____, 2022, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Jacksonville District (hereinafter the "District Commander"), and Broward County, Florida (hereinafter the "Sponsor") for Port Everglades (hereinafter the "Port"), represented by and through its Board of County Commissioners signing by and through its Mayor.

WITNESSETH, THAT:

WHEREAS, Section 2106 of the Water Resources Reform and Development Act of 2014 (33 U.S.C. 2238) (hereinafter "Section 2106") authorizes the Secretary of the Army, subject to the availability of funds, to provide funds to donor ports and energy transfer ports to be used for certain purposes;

WHEREAS, the Port qualifies as "a donor and energy transfer port" in accordance with the Army Civil Works Program, Fiscal Year 2022 Work Plan – Operation and Maintenance;

WHEREAS, funds have been appropriated in fiscal year 2022 to carry out Section 2106 and may be appropriated in subsequent fiscal years; and

WHEREAS, the Sponsor will use the funds provided under this MOA to carry out expanded uses, as that term is defined in Section 210(f) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2238(f)), and/or environmental remediation related to dredging berths and Federal navigation channels.

NOW, THEREFORE, the parties agree as follows:

1. Following apportionment of funds provided under Section 2106 and receipt of work allowances, the Government shall provide to the Sponsor the Port's share of such funds. For fiscal year 2022, the Port's share is \$ 213,840.
2. The Sponsor shall use funds provided under this MOA to carry out expanded uses and/or environmental remediation related to dredging berths and/or Federal navigation channels, and the Sponsor shall obtain all applicable licenses and permits necessary to carry out such work. Activities for which these funds may be used include maintenance dredging of non-Federal

berthing areas and access channels; placement of material dredged from berthing areas and access channels; maintenance dredging and placement of legacy-contaminated sediment and sediment unsuitable for open water placement, if such dredging and placement would benefit commercial navigation at the harbor and such sediment is located in and affects the maintenance of a Federal navigation project; necessary engineering, design, and supervision and administration, including hydrographic surveys; dredged material testing and monitoring; permitting; and environmental documentation.

3. By October 30th of each year, the Sponsor shall submit to the Government a report detailing the use of the funds and the benefits achieved with such funds, with a final report submitted no later than thirty (30) days after completion of all work using the funds.

4. In the exercise of their respective roles and responsibilities under this MOA, the Government and the Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

5. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Sponsor:

Port Director
Port Everglades Department of Broward County
1850 Eller Drive
Fort Lauderdale, Florida 33316

If to the Government:

District Commander
U.S. Army Corps of Engineers
Jacksonville District
P.O. Box 4970
Jacksonville, Florida 32232-0019

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

6. This MOA may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this MOA, which shall be effective upon the date it is signed by the District Commander.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Michael Udine
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

CARLOS A. RODRIGUEZ - Digitally signed by CARLOS A.
By CABARROCAS RODRIGUEZ-CABARROCAS
Date: 2022.07.12 08:55:33 -04'00'
Carlos Rodriguez-Cabarrocas (Date)
Sr. Assistant County Attorney

THE DEPARTMENT OF ARMY

By _____
James L. Booth (Date)
Colonel, U.S. Army
District Commander

CERTIFICATE OF AUTHORITY

I, Andrew J. Meyers, do hereby certify that I am the principal legal officer for Broward County, Florida, that Broward County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Memorandum of Agreement Between the Department of the Army and Broward County, Florida Concerning the Provision of Funds Pursuant to Section 2106 of the Water Resources Reform and Development Act of 2014, and that the person who executed this Agreement on behalf of Broward County, Florida acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

_____ day of _____ 2022.

Andrew J. Meyers
County Attorney