

**Item #2-A**

**ADDITIONAL MATERIAL**

**REGULAR MEETING**

**APRIL 28, 2026**

**SUBMITTED AT THE REQUEST OF**

**PORT EVERGLADES**

**DEPARTMENT**



**ANDREW J. MEYERS**, County Attorney

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**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Antonio Lozada, Senior Assistant County Attorney

**ANTONIO  
LOZADA**

Digitally signed by  
ANTONIO LOZADA  
Date: 2026.04.20  
15:53:59 -04'00'

**DATE:** April 20, 2026

**RE: Additional Material Regarding Item No. 2 on the April 28, 2026, agenda**

Item 2 on the April 28, 2026, agenda is a Motion to Approve a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for the County's purchase of cybersecurity-related equipment at the Port. The Summary Explanation/Background section of the item printed without the strikethrough text intended to identify the text on page 14 of the PTGA that FDOT required be deleted from the FDOT form. The corrected version is below:

A requirement for this funding is to execute this PTGA between FDOT and Broward County prior to disbursement of any funding. This PTGA is written in the standard FDOT format, except for the following clauses that were omitted (as indicated by strikethroughs): (1) "~~...to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes,~~ the Agency shall indemnify, defend, and hold harmless the State..."; and (2) "~~Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity.~~" Notwithstanding the disclosures provided in this paragraph, the PTGA has been reviewed and approved for legal sufficiency by the Office of the County Attorney.

While the stricken language purports to limit the County's indemnification obligation, it has no material impact on the contractual indemnification obligation. Accordingly, proceeding with the PTGA as written does not present a material increase in risk over the original language.

cc: Monica Cepero, County Administrator  
Andrew J. Meyers, County Attorney  
Carlos Rodriguez-Cabarrocas, Senior Assistant County Attorney