

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, AS AMENDED
AND SECTION 102, WATER RESOURCES DEVELOPMENT ACT OF 2020

This MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Jacksonville District (hereinafter the "District Commander"), and Broward County, Florida (hereinafter the "Non-Federal Sponsor") for Port Everglades (hereinafter the "Port"), represented by 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, as amended (33 U.S.C. 2238c) (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 expanded uses, as that term is defined in Section 210(f)(4) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2238(f)(4));

WHEREAS, Section 102 of the Water Resources Development Act of 2020 (hereinafter "Section 102") provides that in carrying out section 210(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2238), for each fiscal year, of the funds made available under such section (including funds appropriated from the Harbor Maintenance Trust Fund), the Secretary shall, to the extent practicable, unless otherwise directed in an Act making appropriations for the U.S. Army Corps of Engineers, make expenditures to pay for operation and maintenance costs of the harbors and inland harbors referred to in subsection 210(a)(2), to the extent there are identifiable operations and maintenance needs, of 12 percent of such funds for expanded uses carried out at donor ports and energy transfer ports, of which one-third shall be provided to energy transfer ports and two-thirds shall be provided to donor ports;

WHEREAS, the Port qualifies as a donor port; and

WHEREAS, funds have been appropriated in fiscal year 2026 to carry out Section 2106 and in fiscal year 2026 to carry out Section 102, and may be appropriated in subsequent fiscal years.

NOW, THEREFORE, the parties agree as follows:

1. Following apportionment of funds provided under Section 2106 and Section 102 and receipt of work allowances, the Government shall provide to the Non-Federal Sponsor the Port's share of such funds. For fiscal year 2026, the Port's share is \$23,999,580.
2. The Non-Federal Sponsor shall use funds provided under this MOA to carry out one or more of the expanded uses as defined in 33 U.S.C. 2238(f)(4). Funds provided under this MOA may also be used for engineering, design, construction, and supervision and administration, including hydrographic surveys; dredged material testing and monitoring; permitting; and environmental documentation necessary to carry out the work.
3. The Non-Federal Sponsor shall be responsible for compliance with all applicable laws and regulations, including obtaining all applicable licenses and permits necessary to carry out such work and provide written documentation of such compliance to the Government before initiating the work. The Non-Federal Sponsor shall coordinate with appropriate regulatory agencies on the handling of all materials under this MOA. For any project carried out addressing 33 U.S.C. 2238(f)(4)(B), regarding the maintenance dredging and disposal of legacy-contaminated sediment, the Non-Federal Sponsor, in accordance with applicable law and coordination with applicable regulatory agencies, shall report compliance with the regulatory agencies throughout the execution of the work.
4. In carrying out its obligations under this MOA, the Non-Federal Sponsor shall comply with requirements of Federal laws and implementing regulations, if applicable, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.
5. By September 30th of each year, and quarterly thereafter, the Non-Federal Sponsor shall submit to the Government a quarterly report detailing the use of the funds and the benefits achieved with such funds, anticipated future use of funds and their intended benefits, with a final report submitted no later than thirty days after completion of all work using the funds. Upon request by the Government, the Non-Federal Sponsor shall provide copies of receipts, contracts, or other documentation regarding the use of such funds. The Non-Federal Sponsor shall maintain documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.
6. In the exercise of their respective roles and responsibilities under this MOA, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
7. No funds provided pursuant to this MOA shall be used to supplement or be in lieu of any cleanup or response for any hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) or for any other regulated material in accordance with any applicable laws and regulations. The funds may only be used for "expanded uses"

that benefit commercial navigation at a harbor accessible to a Federal navigation channel as defined in 33 U.S.C. 2238(f)(4).

8. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner, transporter, arranger, operator, and the sole responsible party in any way for any activities carried out under this MOA for purposes of any liability under the CERCLA (42 U.S.C. 9601-9675) and shall be the sole responsible party for any other regulated material in accordance with any other applicable laws and regulations.

9. The Government may conduct, or arrange for the conduct of, audits of the costs for work carried out under this MOA. Government audits shall be conducted in accordance with applicable Government cost principles and regulations.

10. 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 Non-Federal 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.

11. This MOA may be amended only by written, mutual agreement of the parties.

12. Upon not less than 30 calendar days written notice to the other party, either party may elect to terminate this MOA. In the event of termination, the parties shall conclude their activities under this MOA. Termination has no effect on any obligation previously incurred under this MOA.

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

THE DEPARTMENT OF THE ARMY

BROWARD COUNTY, by and through its
Board of County Commissioners

BY: _____

Brandon L. Bowman
Colonel, U.S. Army
District Commander

BY: _____

Mark Bogen
Mayor

DATE: _____

DATE: _____

Approved as to form by
Andrew J. Meyers
Broward County Attorney

By **ANTONIO LOZADA**  Digitally signed by
ANTONIO LOZADA
Date: 2026.08.04 08:30:23
-04'00'

Antonio Lozada (Date)
Senior Assistant County Attorney

By **CARLOS A. RODRIGUEZ-CABARROCAS**  Digitally signed by CARLOS A.
RODRIGUEZ-CABARROCAS
Date: 2026.08.04 08:49:13
-04'00'

Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

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 Agreement between the Department of the Army and Broward County, Florida in connection with the Provision of Funds Pursuant to Section 2106 of the Water Resources Reform and Development Act of 2014, as Amended, and Section 102, Water Resources Development Act of 2020 and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of Broward County acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20____.

Andrew J. Meyers
County Attorney
Broward County, Florida

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MARK BOGEN
MAYOR
BROWARD COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

DATE: _____