

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR COMPLETING CONSTRUCTION OF
THE EVERGLADES AGRICULTURAL AREA PHASE
(A SEPARABLE ELEMENT OF
THE CENTRAL EVERGLADES PLANNING PROJECT)

THIS AGREEMENT is entered into this 21 day of July, 2026,
by and between the Department of the Army (hereinafter the "Government"),
represented by the District Commander for Jacksonville District, and the South Florida
Water Management District (hereinafter the "Non-Federal Sponsor"), represented by its
Executive Director.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor (hereinafter the
"Parties") entered into an agreement on August 13, 2009 (hereinafter the "Master
Agreement") that sets forth the terms of participation for the construction, operation,
maintenance, repair, replacement and rehabilitation of projects implemented under the
Comprehensive Everglades Restoration Plan (hereinafter "CERP") so as to promote
uniformity of terms, ease of administration, and efficiency in execution of such projects;

WHEREAS, the Parties entered into an agreement on May 12, 2000 for design of
elements of the CERP, which was amended in July 29, 2004 and August 13, 2009
(hereinafter collectively referred to as the "Design Agreement"), under which the Non-
Federal Sponsor is responsible for 50 percent of the costs for design;

WHEREAS, construction of the Central Everglades Planning Project (hereinafter
"CEPP") was authorized by Section 1401(4) of the Water Resources Development Act
(hereinafter "WRDA") of 2016, as amended, (hereinafter the "Authorized Project") as
part of CERP;

WHEREAS, Section 324 of WRDA of 2020, Public Law 116-260, modified the
original CEPP authorization to include the project for ecosystem restoration, Central and
Southern Florida, Everglades Agricultural Area authorized by Section 1308 of WRDA
2018, Public Law 115-270 as a separable element of CEPP (hereinafter "the EAA
Phase") with the total combined project collectively referred to as the "Authorized
Project";

WHEREAS, the Government and the Non-Federal Sponsor entered into a project
partnership agreement on April 29, 2021 for construction, operation, maintenance,
repair, replacement, and rehabilitation of the EAA Phase, a separable element of CEPP,

and that agreement was amended on February 16, 2024 to include in-kind work that the Non-Federal Sponsor will perform (hereinafter collectively referred to as the “existing PPA”);

WHEREAS, on July 18, 2025, the Government and the Governor of Florida executed a Memorandum of Agreement for expediting and advancing Everglades restoration and recognizing that the State of Florida will seek primary responsibility for implementing project features that support expediting completion of the EAA Phase;

WHEREAS, on July 18, 2025, the Government, the Non-Federal Sponsor, and the Florida Department of Environmental Protection executed a Memorandum of Understanding recognizing the State of Florida’s ability to execute the design and construction of projects implemented under CERP;

WHEREAS, Section 1043(b) of the Water Resources Reform and Development Act of 2014, as amended (33 U.S.C. 2201 note) (hereinafter “Section 1043(b)”) authorizes the Secretary of the Army to establish and implement a pilot program to evaluate the cost-effectiveness and project delivery efficiency of allowing non-Federal interests to carry out flood risk management, hurricane and storm damage reduction, coastal harbor and channel inland navigation, and aquatic ecosystem restoration projects;

WHEREAS, Section 134(b) of WRDA 2020, Public Law 116-260, authorizes the Secretary of the Army to include a project authorized to be implemented by, or in accordance with, Section 601 of the WRDA of 2000, Public Law 106-541, in accordance with Section 1043(b);

WHEREAS, the Non-Federal Sponsor requested approval and submitted its formal proposal to complete construction of the EAA Phase under the authority provided in Section 1043(b) on December 19, 2025;

WHEREAS, the Assistant Secretary of the Army (Civil Works) on July 9, 2026 approved the Non-Federal Sponsor’s request to complete construction of the EAA Phase pursuant to Section 1043(b) (hereinafter the “Section 1043(b) work” as defined in Article I.A.);

WHEREAS, the Government and the Non-Federal Sponsor have amended the existing PPA to remove the Section 1043(b) work from the scope of the existing PPA;

WHEREAS, as of the effective date of this Agreement, the Section 1043(b) work shall be designed and constructed by the Non-Federal Sponsor pursuant to terms and conditions of this Agreement;

WHEREAS, Section 601(e) of WRDA 2000, Public Law 106-541, as amended, specifies the cost-sharing requirements applicable for projects undertaken pursuant to CERP;

WHEREAS, based on current estimates, the Non-Federal Sponsor has contributed in excess of its 50 percent programmatic cost-sharing requirements for CERP through creditable in-kind work and the provision of lands, easements, and rights-of-way, and since such excess contributions are well above the construction costs for the Section 1043(b) work, which is currently estimated to be \$100,000,000, no matching non-Federal cost share for the Section 1043(b) work will be required as of the effective date of this Agreement;

WHEREAS, should an interim accounting determine that a cash contribution for the non-Federal cost share is required as part of the programmatic cost sharing requirements for CERP in accordance with Article II of the Master Agreement and Section 8330 of the WRDA 2022, this Agreement will be amended accordingly;

WHEREAS, as there are no relocations currently anticipated for the Section 1043(b) work and the Non-Federal Sponsor currently owns or controls all the lands, easements, and rights-of-way required for the Section 1043(b) work, the creditable costs for relocations and lands, easements, and rights-of-way are excluded from the Section 1043(b) construction costs for purposes of this Agreement;

WHEREAS, subject to the availability of Federal funds, Section 1043(b) authorizes the Government to transfer payments to the Non-Federal Sponsor to cover the construction costs, as defined in Article I.C., except that the Government shall retain sufficient amounts to carry out its responsibilities related to the Section 1043(b) work;

WHEREAS, the Non-Federal Sponsor understands that the execution of this Agreement does not create or imply any requirement by the Government to budget or appropriate funds for the Section 1043(b) work in the future; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms and conditions set forth in this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The "Section 1043(b) work" consists of the following feature of the EAA Phase of CEPP, an authorized CERP project as defined in Article I.B. of the Master Agreement, excluding any design initiated by the Non-Federal Sponsor pursuant to the Design Agreement: S-636 seepage pump station with a capacity of approximately 250 cubic feet per second.

B. The term "HTRW" means 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) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and the Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Section 1043(b) work. The term includes the Government's costs for oversight activities, including the following: design, economic, and environmental compliance reviews; permit evaluations; project partnership agreement development and negotiation; review and approval of actual construction costs; audits; construction monitoring, inspections, and certifications; conducting final accounting; and other costs incurred by the Government pursuant to the provisions of this Agreement. The term includes the Non-Federal Sponsor's eligible costs for post-Agreement design and construction work, including the following: HTRW investigations pursuant to Article III.A.; engineering and design; construction; permit work; and supervision and administration. The costs of historic preservation activities, except for data recovery for historic properties, if any, are also included in this term. The term does not include the creditable costs for the value of lands, easements, and rights-of-way and relocations; interest charges; betterments; any costs for operation, maintenance, repair, rehabilitation, or replacement; HTRW cleanup and response; dispute resolution; or the Non-Federal Sponsor's cost to negotiate this Agreement. The term also does not include any costs for technical assistance provided by the Government pursuant to Article II.E., or the Non-Federal Sponsor's costs for the Section 1043(b) work under contract prior to execution of this Agreement, if any.

D. The term "lands, easements, and rights-of-way" means all lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas, necessary for construction and operation, maintenance, repair, rehabilitation, and replacement of the Section 1043(b) work.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "betterment" means a difference in the design or construction of an element of the Section 1043(b) work, or portion thereof, that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element or providing increased capacity beyond that required for the Section 1043(b) work, or portion thereof, as determined by the Government.

G. The term “technical assistance” means engineering and design activities and assistance in obtaining necessary permits provided by the Government at the request of the Non-Federal Sponsor.

H. The term “Maximum Cost Limit” means the statutory limitation, as applicable, on the total cost of the Authorized Project, as determined by the Government in accordance with Section 902 of WRDA 1986, as amended (33 U.S.C. 2280) and Government regulations issued thereto.

I. The term “Substantive Change” means an action that (i) alters the scope of the work in a manner that affects the Authorized Project purposes or outputs; (ii) requires new or supplemental environmental compliance under Federal law; (iii) is projected to cause an increase in the total Section 1043(b) work budget as defined in the Project Management Plan (hereinafter the “PMP”); or (iv) is projected to delay the overall Section 1043(b) work completion date as defined in the PMP.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. Prior to execution of this Agreement, the Government, in collaboration with the Non-Federal Sponsor, developed a PMP, signed by both parties. The PMP, including all future amendments thereto, is incorporated herein by reference. The PMP includes the scope, detailed construction schedule, budget, design requirements, implementation plan, quality control plan, communication plan, construction resources, and roles and responsibilities necessary for the Non-Federal Sponsor to construct the Section 1043(b) work. The PMP includes a detailed budget for the Section 1043(b) work, which identifies all estimated construction costs. The PMP may be updated as necessary during the construction of the Section 1043(b) work. In addition, no later than 180 calendar days after the effective date of this Agreement, the Non-Federal Sponsor, to the maximum extent practicable, shall provide the Government with a finalized detailed schedule for the Section 1043(b) work, based on estimated funding levels, that lists all deadlines for each milestone in construction of the Section 1043(b) work.

B. The Non-Federal Sponsor shall design and construct the Section 1043(b) work in accordance with this Agreement, the PMP, and any modifications thereto, and the detailed schedule. In the event of a conflict between this Agreement, the Master Agreement, the PMP, or the detailed schedule, this Agreement controls. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, a list of which is attached hereto as Exhibit A and incorporated herein by reference, and the following:

1. The Non-Federal Sponsor shall submit complete and final design packages for Government review and approval before soliciting any Section 1043(b) work. This package must include at least the following: (i) the final Plans and Specifications (P&S) and (ii) the Design Documentation Report that serves as the

technical basis for the P&S. Each element of the final design package must be signed, sealed, and dated by the appropriate Engineer(s) of Record, who must be a Professional Engineer(s) registered and in good standing in the state where the work is being performed. The District Commander for Jacksonville District (hereinafter the "District Commander") shall provide final written approval for the Government upon determining that the final certified P&S are technically feasible, environmentally acceptable, consistent with the Authorized Project, and in compliance with applicable Federal laws and regulations, including Section 1043(b). To the extent practicable and subject to the availability of funds, the Government shall complete its review and approval of the P&S within 30 calendar days of receipt of the complete and final design package. The Non-Federal Sponsor shall not issue the solicitation for a construction contract or request for proposals for the Section 1043(b) work, or portion thereof, nor commence construction of such work using its own forces, until the District Commander has provided this final written approval, to include confirmation that environmental compliance has been completed. Review or approval of P&S or other documents by the District Commander is for administrative purposes only and does not relieve the Non-Federal Sponsor of its responsibility to properly plan, design, build, and effectively operate and maintain the Section 1043(b) work as required under law, regulations, permits, and best management practices. The Government is not responsible for increased costs resulting from defects, errors, or omissions in the plans, design drawings, and specifications or other documents.

2. The District Commander will work with the Non-Federal Sponsor to identify any additional environmental compliance actions that are necessary for construction of the Section 1043(b) work based on changed environmental circumstances or changes to the Section 1043(b) work.

3. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on proposed contract solicitations, awards, modifications, change orders, and claims. To the extent practicable and subject to the availability of funds, the Government shall complete its review of these proposed contract actions within 15 calendar days.

4. The Non-Federal Sponsor shall provide all lands, easements, and rights-of-way and relocations required for the Section 1043(b) work in accordance with the Master Agreement. However, there are no relocations currently anticipated for the Section 1043(b) work and the Non-Federal Sponsor currently owns or controls all the lands, easements, and rights-of-way required for the Section 1043(b) work. As such, any eligible costs for providing lands, easements, and rights-of-way and relocations are excluded from the construction costs under this Agreement but would be creditable towards the overall programmatic cost share for CERP in accordance with Article IV of the Master Agreement.

a. A real property status report documenting the Non-Federal Sponsor's ownership of the required lands, easements, and rights-of-way shall accompany all requests by the Non-Federal Sponsor for P&S approval.

b. Prior to the Non-Federal Sponsor initiating construction of the Section 1043(b) work on lands, easements, and rights-of-way required for the Section 1043(b) work, the Non-Federal Sponsor, in accordance with Article III.A., shall investigate to verify that HTRW does not exist in, on, or under such lands.

c. The Non-Federal Sponsor must provide the assurances required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24 and comply with the Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701, et seq.).

d. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon lands, easements, and rights-of-way that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D. and any other activities covered by this Agreement.

5. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, operation, maintenance, repair, replacement, and rehabilitation of the Section 1043(b) work and for ensuring compliance with all requirements of such permits and licenses.

6. In carrying out the construction of the Section 1043(b) work, the Non-Federal Sponsor solely bears the risk and responsibility for all costs of remediation as necessary if the Section 1043(b) work fails to meet the Government's standards for design or quality, at no cost to the Government. This includes the costs for design or construction deficiencies.

7. The Non-Federal Sponsor shall ensure that timely payments are made to its contractors in accordance with applicable contract provisions.

8. The Non-Federal Sponsor shall provide progress and financial reports to the Government on a quarterly basis for each calendar year, submitted within 20 calendar days after the end of the quarter. For purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31. Such reports shall include all required information identified in the PMP, including a detailed summary of all the work accomplished in the preceding 90 calendar days. Construction costs identified in the reports must be necessary and reasonable as determined by the Government in accordance with generally accepted accounting principles and be adequately documented. The financial reports should use the Government's Standard Form 425.

9. The Non-Federal Sponsor shall provide written notification within 5 calendar days to the District Commander of any significant developments that could impact construction of the Section 1043(b) work, including, but not limited to, a

Substantive Change. Further, in the event the Non-Federal Sponsor determines that a Substantive Change is required, the Non-Federal Sponsor shall consult with the Government to determine the investigations and reports that must be submitted for Government review and approval. The Government will notify the Non-Federal Sponsor within 15 calendar days of any required investigations, reports, or approvals.

10. The Non-Federal Sponsor must comply with applicable Federal labor and procurement laws covering non-Federal construction and relocations, including, but not limited to, the applicable contractual related laws listed in Exhibit A and the implementing regulations thereto.

C. After the effective date of this Agreement, the Non-Federal Sponsor, no more frequently than once every 30 calendar days, may make written periodic requests to the Government for transfer payments to cover the costs of constructing the Section 1043(b) work. The timing and amount of funds requested by the Non-Federal Sponsor for each transfer payment shall be as close as administratively feasible to the actual disbursements that the Non-Federal Sponsor anticipates incurring in the corresponding subsequent period, adjusted for any surplus or deficit identified in the most recent quarterly report as required by Article II.B.8. Each request must be in the form identified in the PMP and must be completed and executed by the Non-Federal Sponsor's authorized representative.

1. The Government, subject to the availability of funds and as limited by the Maximum Cost Limit, shall provide each requested transfer payment to the Non-Federal Sponsor within 30 calendar days of submitting a complete and accurate request consistent with the PMP by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Parties. In the event Federal funds are not available to fund a requested transfer payment, the Non-Federal Sponsor may proceed with design and construction of the Section 1043(b) work at its own risk with the Government providing the previously requested transfer payment if funds become available. Any delay in a transfer payment due to lack of Federal funding is not subject to interest charges. Transfer payments may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under this Agreement or applicable laws and regulations. Further, the Government shall retain sufficient Federal funding to carry out its responsibilities under this Agreement related to the Section 1043(b) work. In addition, if a transfer payment is expected to exceed the Maximum Cost Limit, such transfer payment may be withheld. All construction costs incurred by the Government pursuant to this Agreement shall be applied towards the Federal share under the CERP Master Agreement.

D. The Government may perform periodic inspections to verify the progress of construction and that the Section 1043(b) work is being performed in a satisfactory manner. Following completion of the Section 1043(b) work, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection and audit of the Section 1043(b) work, and the Non-Federal Sponsor shall provide copies of all as-built drawings for completed work to the Government. Upon completion of the Section

1043(b) work, the Non-Federal Sponsor shall prepare an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") for approval by the Government. Operation, Maintenance, Repair, Replacement, and Rehabilitation ("OMRR&R") shall commence upon a written determination by the Government and the Non-Federal Sponsor that the Section 1043(b) work, or a functional portion thereof, is operational in accordance with the Master Agreement. For OMRR&R of the Section 1043(b) work, the parties shall adhere to Article IX of the Master Agreement and conduct OMRR&R in a manner compatible with the authorized purpose of the Authorized Project and with applicable Federal laws and the approved OMRR&R Manual. If the Government determines that the Non-Federal Sponsor is failing to perform its responsibilities under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Section 1043(b) work, subject to the provisions of Article IX of the Master Agreement. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its responsibilities under this Agreement, or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

E. The Non-Federal Sponsor may request in writing that the Government provide technical assistance for the Section 1043(b) work. If the Government agrees to such request, the Government and the Non-Federal Sponsor shall enter into a Memorandum of Agreement for such technical assistance.

F. The Non-Federal Sponsor, in coordination with the Government, shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Parties determine necessary, shall be included in the construction costs. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Authorized Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Authorized Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Section 1043(b) work (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the outputs produced, hinder operation and maintenance, or interfere with the proper function of the Section 1043(b) work.

H. The Non-Federal Sponsor shall not use the Section 1043(b) work, or lands, easements, or rights-of-way required for construction, operation, and maintenance of the Section 1043(b) work, as a wetlands bank or mitigation credit for any other project.

I. The Non-Federal Sponsor shall not use Federal program funds from another Federal agency to meet any of its obligations under this Agreement unless the funds are not expressly prohibited from such use and the Federal agency providing the funds verifies in writing that the funds are otherwise eligible to be used for the Section 1043(b) work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

J. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Section 1043(b) work, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without payment or credit by the Government.

K. Upon completion of construction and resolution of all relevant claims and appeals or termination of the Section 1043(b) work, the Government and Non-Federal Sponsor shall conduct a final accounting. If the Government determines that funds in excess of the total amount to properly construct the Section 1043(b) work have been transferred to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess funds by delivering a check payable to "FAO, USAED, Jacksonville (K3)", or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the transferred funds provided to the Non-Federal Sponsor are less than the total amount to properly construct the Section 1043(b) work, then subject to the availability of Federal funds, the Government shall transfer funds to the Non-Federal Sponsor for the amount equal to such difference. If no Federal funding is available, the Government will retain the invoices and final accounting to be transferred at such time Federal funding is received.

ARTICLE III - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under

applicable law, that may exist in, on, or under lands, easements, and rights-of-way required for construction, operation, and maintenance of the Section 1043(b) work.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the lands, easements, or rights-of-way needed for construction, operation, and maintenance of the Section 1043(b) work, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such lands, easements, and rights-of-way until the Parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under lands, easements, and rights-of-way the Non-Federal Sponsor owns or controls or after acquisition of the lands, easements, and rights-of-way, no further activities within the contaminated area shall proceed until the Parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without payment or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including transfer payments pursuant to Article II.C.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Section 1043(b) work for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE IV - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Section 1043(b) work, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE V - REMEDIES FOR NONCOMPLIANCE AND TERMINATION OR SUSPENSION

A. Except as provided below, termination or suspension of this Agreement will be in accordance with Article XIV of the Master Agreement.

B. In the event the Government determines that the Non-Federal Sponsor has failed to complete the Section 1043(b) work pursuant to the terms of this Agreement, the Government may require the Non-Federal Sponsor to take corrective action at non-Federal expense or may terminate Federal financial participation in the Section 1043(b) work and require the Non-Federal Sponsor to refund all or a portion of the funds transferred to it under this Agreement.

C. The Non-Federal Sponsor shall have the right to appeal an action taken by the Government pursuant to this Article. The Non-Federal Sponsor shall submit information and documentation challenging the Government action in writing to the District Commander no later than 30 calendar days after the Government notifies the Non-Federal Sponsor of the action. The District Commander will review the Non-Federal Sponsor's written appeal and forward a written recommendation to the Division Commander within 30 calendar days of receiving the Non-Federal Sponsor's written appeal. The Division Commander shall render a decision within 30 calendar days of receiving the District Commander's recommendation. If the Division Commander denies the appeal, the Division Commander shall forward the appeal to the Deputy Commanding General for Civil Works and Emergency Operations in coordination with the Assistant Secretary of the Army for Civil Works for a final decision.

D. In the event of termination, the Parties shall conclude their activities relating to construction of the Section 1043(b) work.

ARTICLE VI - DISPUTE RESOLUTION

The Parties shall exercise their best efforts to avoid disputes and resolve disputes amicably. In the event a dispute arises between the Parties, Article VIII of the Master Agreement and the Dispute Resolution Agreement dated September 9, 2002 between the Department of the Army and the South Florida Water Management District will control.

ARTICLE VII - MAINTENANCE OF RECORDS AND AUDITS

The Parties shall follow Article XI of the Master Agreement for the maintenance of books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement.

ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, 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. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE IX - NOTICES

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

If to the Non-Federal Sponsor:

Executive Director
South Florida Water Management District
P.O. Box 24680
West Palm Beach, Florida 33416-4680

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 Article.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the Parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BY: 

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

BY: 

Drew Bartlett
Executive Director

DATE: 7/21/26

DATE: 7/21/26

EXHIBIT A – APPLICABLE FEDERAL LAWS FOR
CARRYING OUT ACTIVITIES UNDER SECTION 1043(b) OF THE WATER
RESOURCES REFORM AND DEVELOPMENT ACT OF 2014, AS AMENDED

Pursuant to Section 1043(b)(6) of the Water Resources Reform and Development Act (WRRDA) of 2014, as amended, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations that the Government is required to follow when carrying out a project under Section 1043(b) of WRRDA 2014, as amended. Below is a list of the most common Federal laws applicable to the Government provided for reference. Any associated regulations, policy, or guidance associated with these laws must also be followed. Further, all Rivers and Harbors Acts, Flood Control Acts, and Water Resources Development Acts, along with all regulations, policies, and guidance issued thereto, must be followed as applicable to the project.

Note that this list is not exhaustive, and the Government may identify additional Federal laws and implementing regulations not provided here that in its discretion may be applicable to the specific activities that the Non-Federal Sponsor is carrying out under Section 1043(b). Further, not all Federal laws listed will be applicable to this project. Again, the Government retains final authority on which laws and implementing regulations are applicable to the project.

1. CONTRACTUAL RELATED LAWS

- a. Davis Bacon Act (40 U.S.C. 3141, et seq.)
- b. Contract Works Hours and Safety Standards Act (40 U.S.C. 3701, et seq.)
- c. Build America Buy America Act (Division G, Title IX of Public Law 117-58)
- d. Copeland Anti-Kickback Act (40 U.S.C. 276c)

2. REAL PROPERTY RELATED LAWS

- a. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.)
- b. The Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701, et seq.)

3. CIVIL RIGHTS LAWS

- a. Title VI, Section 601 of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11
- b. Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.)
- c. Rehabilitation Act of 1973 (29 U.S.C. 701, et seq.) and Army Regulation 600-7

4. NAVIGATIONAL RELATED LAWS

- a. Jones Act and Shipping Act (Specifically 46 U.S.C. 55109)
- b. Rivers and Harbors Act of 1899 (33 U.S.C. Chapter 9, Subchapter 1); specifically, Sections 403, 408, and 409
- c. The Deepwater Port Act of 1974 (33 U.S.C. 1501, et seq.)

5. ENVIRONMENTAL, CULTURAL RESOURCES, AND OTHER MISC. RELATED LAWS

- a. Clean Air Act (42 U.S.C. 7401, et seq.)
- b. Clean Water Act (33 U.S.C. 1311-1388)
- c. The National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347)
- d. Fish and Wildlife Coordination Act (16 U.S.C. 661-666c)
- e. The Fish and Wildlife Act of 1956 (16 U.S.C. 742a, et seq.)
- f. The Endangered Species Act (16 U.S.C. 1531, et seq.)
- g. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801, et seq.)
- h. Bald and Golden Eagle Protection Act (16 U.S.C. 668, et seq.) and Migratory Bird Treaty Act of 1918 (16 U.S.C. 703, et seq.)
- i. Section 307(c) of the Coastal Zone Management Act of 1972 (16 U.S.C. 1456(c))
- j. The Marine Mammal Protection Act of 1972 (16 U.S.C. 1361, et seq.)
- k. Marine Protection, Research and Sanctuaries Act of 1972 (16 U.S.C. 1431, et seq.)
- l. Migratory Marine Game-Fish Act (16 U.S.C. 760c-760g)
- m. The National Fishing Enhancement Act of 1984 (33 U.S.C. 2101, et seq.)
- n. The Ocean Thermal Energy Conversion Act of 1980 (42 U.S.C. 9101, et seq.)
- o. Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.)
- p. Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.)
- q. The National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.)
- r. Archaeological and Historic Preservation Act (54 U.S.C. 312501, et seq.)
- s. Wild and Scenic Rivers Act (16 U.S.C. 1271, et seq.)
- t. Farmland Protection Policy Act (7 U.S.C. 4201, et seq.)
- u. Federal Water Project Recreation Act (16 U.S.C. 460l-12, et seq.)
- v. Noise Control Act of 1972 (42 U.S.C. 4901, et seq.)
- w. The Federal Power Act of 1920 (16 U.S.C. 791a, et seq.)
- x. The Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501, et seq.)

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.



Drew Bartlett
Executive Director
South Florida Water Management District

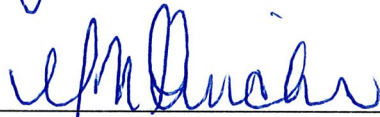
DATE: 7/21/26

CERTIFICATE OF AUTHORITY

I, Maricruz R. Fincher, do hereby certify that I am the principal legal officer for the South Florida Water Management District, that the South Florida Water Management District 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 the South Florida Water Management District in connection with the Central Everglades Planning Project (Everglades Agricultural Area Phase), 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 the South Florida Water Management District acted within his statutory authority.

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

01st day of July 2026.



Maricruz R. Fincher
General Counsel
South Florida Water Management District

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR COMPLETING CONSTRUCTION OF
THE SOUTH PHASE
(A SEPARABLE ELEMENT OF
THE CENTRAL EVERGLADES PLANNING PROJECT)

THIS AGREEMENT is entered into this 21 day of July, 2026,
by and between the Department of the Army (hereinafter the "Government"),
represented by the District Commander for Jacksonville District, and the South Florida
Water Management District (hereinafter the "Non-Federal Sponsor"), represented by its
Executive Director.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor (hereinafter the
"Parties") entered into an agreement on August 13, 2009 (hereinafter the "Master
Agreement") that sets forth the terms of participation for the construction, operation,
maintenance, repair, replacement and rehabilitation of projects implemented under the
Comprehensive Everglades Restoration Plan (hereinafter "CERP") so as to promote
uniformity of terms, ease of administration, and efficiency in execution of such projects;

WHEREAS, the Parties entered into an agreement on May 12, 2000 for design of
elements of the CERP, which was amended in July 29, 2004 and August 13, 2009
(hereinafter collectively referred to as the "Design Agreement"), under which the Non-
Federal Sponsor is responsible for 50 percent of the costs for design;

WHEREAS, construction of the Central Everglades Planning Project (hereinafter
"CEPP"), including the South Phase, was authorized by Section 1401(4) of the Water
Resources Development Act (hereinafter "WRDA") of 2016, as amended, (hereinafter
the "Authorized Project") as part of CERP;

WHEREAS, the Government and the Non-Federal Sponsor entered into a project
partnership agreement on July 27, 2020, for construction, operation, maintenance,
repair, replacement, and rehabilitation of the South Phase, a separable element of
CEPP, and that agreement was amended on March 28, 2024, and July 16, 2025, to
include additional features and additional in-kind work that the Non-Federal Sponsor will
perform (hereinafter collectively referred to as the "existing PPA");

WHEREAS, on July 18, 2025, the Government and the Governor of Florida
executed a Memorandum of Agreement for expediting and advancing Everglades

restoration and recognizing that the State of Florida will seek primary responsibility for implementing the South Phase;

WHEREAS, on July 18, 2025, the Government, the Non-Federal Sponsor, and the Florida Department of Environmental Protection executed a Memorandum of Understanding recognizing the State of Florida's ability to execute the design and construction of projects implemented under CERP;

WHEREAS, Section 1043(b) of the Water Resources Reform and Development Act of 2014, as amended (33 U.S.C. 2201 note) (hereinafter "Section 1043(b)") authorizes the Secretary of the Army to establish and implement a pilot program to evaluate the cost-effectiveness and project delivery efficiency of allowing non-Federal interests to carry out flood risk management, hurricane and storm damage reduction, coastal harbor and channel inland navigation, and aquatic ecosystem restoration projects;

WHEREAS, Section 134(b) of WRDA 2020, Public Law 116-260, authorizes the Secretary of the Army to include a project authorized to be implemented by, or in accordance with, Section 601 of WRDA of 2000, Public Law 106-541, in accordance with Section 1043(b);

WHEREAS, the Non-Federal Sponsor requested approval and submitted its formal proposal to complete construction of the South Phase under the authority provided in Section 1043(b) on December 19, 2025;

WHEREAS, the Assistant Secretary of the Army (Civil Works) on July 9, 2026 approved the Non-Federal Sponsor's request to complete construction of the South Phase pursuant to Section 1043(b) (hereinafter the "Section 1043(b) work", as defined in Article I.A.);

WHEREAS, the Government and the Non-Federal Sponsor have amended the existing PPA to remove the Section 1043(b) work from the scope of the existing PPA;

WHEREAS, as of the effective date of this Agreement, the Section 1043(b) work shall be designed and constructed by the Non-Federal Sponsor pursuant to terms and conditions of this Agreement;

WHEREAS, Section 601(e) of WRDA 2000, Public Law 106-541, as amended, specifies the cost-sharing requirements applicable for projects undertaken pursuant to CERP, except that Section 103 of WRDA 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements for recreation features;

WHEREAS, based on current estimates, the Non-Federal Sponsor has contributed in excess of its 50 percent programmatic cost-sharing requirements for CERP through creditable in-kind work and the provision of lands, easements, and rights-of-way and relocations, and since such excess contributions are well above the construction costs for the Section 1043(b) work, which is currently estimated to be

\$1,301,715,000, no matching non-Federal cost share for the Section 1043(b) work will be required as of the effective date of this Agreement;

WHEREAS, should an interim accounting determine that a cash contribution for the non-Federal cost share is required as part of the programmatic cost sharing requirements for CERP in accordance with Article II of the Master Agreement and Section 8330 of the WRDA 2022, this Agreement will be amended accordingly;

WHEREAS, subject to the availability of Federal funds, Section 1043(b) authorizes the Government to transfer payments to the Non-Federal Sponsor to cover the construction costs as defined in Article I.C., except that the Government shall retain sufficient amounts to carry out its responsibilities related to the Section 1043(b) work;

WHEREAS, the Non-Federal Sponsor understands that the execution of this Agreement does not create or imply any requirement by the Government to budget or appropriate funds for the Section 1043(b) work in the future; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms and conditions set forth in this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The "Section 1043(b) work" consists of the following features of the South Phase of CEPP, an authorized CERP project as defined in Article I.B. of the Master Agreement, excluding any design initiated by the Non-Federal Sponsor pursuant to the Design Agreement:

1. The Blue Shanty Flow Way features that include approximately 8.5 miles of new levee in Water Conservation Area (WCA) 3B (L-67D Levee); removal of approximately 8 miles of L-67C Levee including a 6,000 foot gap in the northern portion of L-67C Levee; recreation features at Site J; removal of approximately 5.5 miles of the L-67 Extension Levee and backfill of approximately 5.5 miles of the L-67 Extension Canal; removal of approximately 4.3 miles of L-29 Levee western segment; and recreation features at Site G;

2. The S-356E Pump Station (approximately 1,000 cubic feet per second) and S-334E Spillway, which includes recreation features at Site H;

3. Demolition of the existing S-356 Pump Station;

4. Backfill of the east/west and north/south agricultural ditches in WCA 3B, subject to completion of the necessary environmental compliance by the Government;

5. The L-29 Canal Access Road to be raised, subject to completion and approval of the decision document (i.e., Engineering Documentation Report) and necessary environmental compliance by the Government;

6. The energy dissipation features south of the L-67A Culverts, subject to completion and approval of the decision document (i.e., Engineering Documentation Report) and necessary environmental compliance by the Government; and

7. The L-67C Canal Plugs, subject to completion and approval of the decision document (i.e., Limited Reevaluation Report) and necessary environmental compliance by the Government.

B. The term "HTRW" means 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) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and the Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Section 1043(b) work. The term includes the Government's costs for oversight activities, including the following: design, economic, and environmental compliance reviews; permit evaluations; project partnership agreement development and negotiation; review and approval of actual construction costs; audits; construction monitoring, inspections, and certifications; conducting final accounting; and other costs incurred by the Government pursuant to the provisions of this Agreement. The term includes the Non-Federal Sponsor's eligible costs for post-Agreement design and construction work, including the following: HTRW investigations pursuant to Article III.A.; engineering and design; construction; permit work; and supervision and administration. The costs of historic preservation activities, except for data recovery for historic properties, if any, are also included in this term. The term does not include the creditable costs for the value of lands, easements, and rights-of-way and relocations; interest charges; betterments; any costs for operation, maintenance, repair, rehabilitation, or replacement; HTRW cleanup and response; dispute resolution; or the Non-Federal Sponsor's cost to negotiate this Agreement. The term also does not include any costs for technical assistance provided by the Government pursuant to Article II.E., or the Non-Federal Sponsor's costs for the Section 1043(b) work under contract prior to execution of this Agreement, if any.

D. The term "lands, easements, and rights-of-way" means all lands, easements, and rights-of-way, including those required for relocations and borrow and dredged

material placement areas, necessary for construction and operation, maintenance, repair, rehabilitation, and replacement of the Section 1043(b) work.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "betterment" means a difference in the design or construction of an element of the Section 1043(b) work, or portion thereof, that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element or providing increased capacity beyond that required for the Section 1043(b) work, or portion thereof, as determined by the Government.

G. The term "technical assistance" means engineering and design activities and assistance in obtaining necessary permits provided by the Government at the request of the Non-Federal Sponsor.

H. The term "Maximum Cost Limit" means the statutory limitation, as applicable, on the total cost of the Authorized Project, as determined by the Government in accordance with Section 902 of WRDA 1986, as amended (33 U.S.C. 2280) and Government regulations issued thereto.

I. The term "Substantive Change" means an action that (i) alters the scope of the work in a manner that affects the Authorized Project purposes or outputs; (ii) requires new or supplemental environmental compliance under Federal law; (iii) is projected to cause an increase in the total Section 1043(b) work budget as defined in the Project Management Plan (hereinafter the "PMP"); or (iv) is projected to delay the overall Section 1043(b) work completion date as defined in the PMP.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. Prior to execution of this Agreement, the Government, in collaboration with the Non-Federal Sponsor, developed a PMP, signed by both parties. The PMP, including all future amendments thereto, is incorporated herein by reference. The PMP includes the scope, detailed construction schedule, budget, design requirements, implementation plan, quality control plan, communication plan, construction resources, and roles and responsibilities necessary for the Non-Federal Sponsor to construct the Section 1043(b) work. The PMP includes a detailed budget for the Section 1043(b) work, which identifies all estimated construction costs. The PMP may be updated as necessary during the construction of the Section 1043(b) work. In addition, no later than 180 calendar days after the effective date of this Agreement, the Non-Federal Sponsor, to the maximum extent practicable, shall provide the Government with a

finalized detailed schedule for the Section 1043(b) work, based on estimated funding levels, that lists all deadlines for each milestone in construction of the Section 1043(b) work.

B. The Non-Federal Sponsor shall design and construct the Section 1043(b) work in accordance with this Agreement, the PMP, and any modifications thereto, and the detailed schedule. In the event of a conflict between this Agreement, the Master Agreement, the PMP, or the detailed schedule, this Agreement controls. For project features in which completion and approval of a decision document by the Government is pending, the Non-Federal Sponsor shall not solicit a construction contract until the Government has provided written confirmation that the decision document and final design package covering such work has been approved. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, a list of which is attached hereto as Exhibit A and incorporated herein by reference, and the following:

1. The Non-Federal Sponsor shall submit complete and final design packages for Government review and approval before soliciting any Section 1043(b) work. This package must include at least the following: (i) the final Plans and Specifications (P&S); and (ii) the Design Documentation Report that serves as the technical basis for the P&S. Each element of the final design package must be signed, sealed, and dated by the appropriate Engineer(s) of Record, who must be a Professional Engineer(s) registered and in good standing in the state where the work is being performed. The District Commander for Jacksonville District (hereinafter the "District Commander") shall provide final written approval for the Government upon determining that the final certified P&S are technically feasible, environmentally acceptable, consistent with the Authorized Project, and in compliance with applicable Federal laws and regulations, including Section 1043(b). To the extent practicable and subject to the availability of funds, the Government shall complete its review and approval of the P&S within 30 calendar days of receipt of the complete and final design package. The Non-Federal Sponsor shall not issue the solicitation for a construction contract or request for proposals for the Section 1043(b) work, or portion thereof, nor commence construction of such work using its own forces, until the District Commander has provided this final written approval to include confirmation that environmental compliance has been completed. Review or approval of P&S or other documents by the District Commander is for administrative purposes only and does not relieve the Non-Federal Sponsor of its responsibility to properly plan, design, build, and effectively operate and maintain the Section 1043(b) work as required under law, regulations, permits, and best management practices. The Government is not responsible for increased costs resulting from defects, errors, or omissions in the plans, design drawings, and specifications or other documents.

2. The District Commander will work with the Non-Federal Sponsor to identify any additional environmental compliance actions that are necessary for construction of the Section 1043(b) work based on changed environmental circumstances or changes to the Section 1043(b) work.

3. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on proposed contract solicitations, awards, modifications, change orders, and claims. To the extent practicable and subject to the availability of funds, the Government shall complete its review of these proposed contract actions within 15 calendar days.

4. The Non-Federal Sponsor shall provide all lands, easements, and rights-of-way and relocations required for the Section 1043(b) work in accordance with the Master Agreement. As such, any eligible costs for providing lands, easements, and rights-of-way and relocations are excluded from the construction costs under this Agreement but would be creditable towards the overall programmatic cost share for CERP in accordance with Article IV of the Master Agreement.

a. A real property status report documenting the Non-Federal Sponsor's ownership of the required lands, easements, and rights-of-way shall accompany all requests by the Non-Federal Sponsor for P&S approval.

b. Prior to the Non-Federal Sponsor initiating construction of the Section 1043(b) work on lands, easements, and rights-of-way required for the Section 1043(b) work, the Non-Federal Sponsor, in accordance with Article III.A., shall investigate to verify that HTRW does not exist in, on, or under such lands.

c. The Non-Federal Sponsor must provide the assurances required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24 and comply with the Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701, et seq.).

d. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon lands, easements, and rights-of-way that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D. and any other activities covered by this Agreement.

5. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, operation, maintenance, repair, replacement, and rehabilitation of the Section 1043(b) work and for ensuring compliance with all requirements of such permits and licenses.

6. In carrying out the construction of the Section 1043(b) work, the Non-Federal Sponsor solely bears the risk and responsibility for all costs of remediation as necessary if the Section 1043(b) work fails to meet the Government's standards for design or quality, at no cost to the Government. This includes the costs for design or construction deficiencies.

7. The Non-Federal Sponsor shall ensure that timely payments are made to its contractors in accordance with applicable contract provisions.

8. The Non-Federal Sponsor shall provide progress and financial reports to the Government on a quarterly basis for each calendar year, submitted within 20 calendar days after the end of the quarter. For purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31. Such reports shall include all required information identified in the PMP, including a detailed summary of all the work accomplished in the preceding 90 calendar days. Construction costs identified in the reports must be necessary and reasonable as determined by the Government in accordance with generally accepted accounting principles and be adequately documented. The financial reports should use the Government's Standard Form 425.

9. The Non-Federal Sponsor shall provide written notification within 5 calendar days to the District Commander of any significant developments that could impact construction of the Section 1043(b) work, including, but not limited to, a Substantive Change. Further, in the event the Non-Federal Sponsor determines that a Substantive Change is required, the Non-Federal Sponsor shall consult with the Government to determine the investigations and reports that must be submitted for Government review and approval. The Government will notify the Non-Federal Sponsor within 15 calendar days of any required investigations, reports, or approvals.

10. The Non-Federal Sponsor must comply with applicable Federal labor and procurement laws covering non-Federal construction and relocations, including, but not limited to, the applicable contractual related laws listed in Exhibit A and the implementing regulations thereto.

C. After the effective date of this Agreement, the Non-Federal Sponsor, no more frequently than once every 30 calendar days, may make written periodic requests to the Government for transfer payments to cover the costs of constructing the Section 1043(b) work. The timing and amount of funds requested by the Non-Federal Sponsor for each transfer payment shall be as close as administratively feasible to the actual disbursements that the Non-Federal Sponsor anticipates incurring in the corresponding subsequent period, adjusted for any surplus or deficit identified in the most recent quarterly report as required by Article II.B.8. Each request must be in the form identified in the PMP and must be completed and executed by the Non-Federal Sponsor's authorized representative.

1. The Government, subject to the availability of funds and as limited by the Maximum Cost Limit, shall provide each requested transfer payment to the Non-Federal Sponsor within 30 calendar days of submitting a complete and accurate request consistent with the PMP by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Parties. In the event Federal funds are not available to fund a requested transfer payment, the Non-Federal Sponsor may proceed with design and construction of the Section 1043(b) work at its own risk

with the Government providing the previously requested transfer payment if funds become available. Any delay in a transfer payment due to lack of Federal funding is not subject to interest charges. Transfer payments may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under this Agreement or applicable laws and regulations. Further, the Government shall retain sufficient Federal funding to carry out its responsibilities under this Agreement related to the Section 1043(b) work. In addition, if a transfer payment is expected to exceed the Maximum Cost Limit, such transfer payment may be withheld. All construction costs incurred by the Government pursuant to this Agreement shall be applied towards the Federal share under the CERP Master Agreement. The Government's share of the cost to construct the recreation features of CEPP, including recreation features at Sites G, H, and J of the Section 1043(b) work, shall not exceed an amount equal to 10 percent of the Government's share of the cost to construct CEPP without the recreation features included. The Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

D. The Government may perform periodic inspections to verify the progress of construction and that the Section 1043(b) work is being performed in a satisfactory manner. Following completion of the Section 1043(b) work, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection and audit of the Section 1043(b) work, and the Non-Federal Sponsor shall provide copies of all as-built drawings for completed work to the Government. Upon completion of the Section 1043(b) work, the Non-Federal Sponsor shall prepare an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") for approval by the Government. Operation, Maintenance, Repair, Replacement, and Rehabilitation ("OMRR&R") shall commence upon a written determination by the Government and the Non-Federal Sponsor that the Section 1043(b) work, or a functional portion thereof, is operational in accordance with the Master Agreement. For OMRR&R of the Section 1043(b) work, the parties shall adhere to Article IX of the Master Agreement and conduct OMRR&R in a manner compatible with the authorized purpose of the Authorized Project and with applicable Federal laws and the approved OMRR&R Manual. The Non-Federal Sponsor shall be solely responsible for any costs of OMRR&R of recreation features at Sites G, H, and J of the Section 1043(b) work and shall keep the recreation features and access roads, parking areas, and other associated public use facilities open and available to all on equal terms. If the Government determines that the Non-Federal Sponsor is failing to perform its responsibilities under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Section 1043(b) work, subject to the provisions of Article IX of the Master Agreement. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its responsibilities under this Agreement, or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

E. The Non-Federal Sponsor may request in writing that the Government provide technical assistance for the Section 1043(b) work. If the Government agrees to such request, the Government and the Non-Federal Sponsor shall enter into a Memorandum of Agreement for such technical assistance.

F. The Non-Federal Sponsor, in coordination with the Government, shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Parties determine necessary, shall be included in the construction costs. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Authorized Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Authorized Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Section 1043(b) work (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the outputs produced, hinder operation and maintenance, or interfere with the proper function of the Section 1043(b) work.

H. The Non-Federal Sponsor shall not use the Section 1043(b) work, or lands, easements, or rights-of-way required for construction, operation, and maintenance of the Section 1043(b) work, as a wetlands bank or mitigation credit for any other project.

I. The Non-Federal Sponsor shall not use Federal program funds from another Federal agency to meet any of its obligations under this Agreement unless the funds are not expressly prohibited from such use and the Federal agency providing the funds verifies in writing that the funds are otherwise eligible to be used for the Section 1043(b) work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

J. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Section 1043(b) work, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments,

including costs associated with obtaining permits for such work, without payment or credit by the Government.

K. Upon completion of construction and resolution of all relevant claims and appeals or termination of the Section 1043(b) work, the Government and Non-Federal Sponsor shall conduct a final accounting. If the Government determines that funds in excess of the total amount to properly construct the Section 1043(b) work have been transferred to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess funds by delivering a check payable to "FAO, USAED, Jacksonville (K3)", or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the transferred funds provided to the Non-Federal Sponsor are less than the total amount to properly construct the Section 1043(b) work, then subject to the availability of Federal funds, the Government shall transfer funds to the Non-Federal Sponsor for the amount equal to such difference. If no Federal funding is available, the Government will retain the invoices and final accounting to be transferred at such time Federal funding is received.

ARTICLE III - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under lands, easements, and rights-of-way required for construction, operation, and maintenance of the Section 1043(b) work.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the lands, easements, or rights-of-way needed for construction, operation, and maintenance of the Section 1043(b) work, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such lands, easements, and rights-of-way until the Parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under lands, easements, and rights-of-way the Non-Federal Sponsor owns or controls or after acquisition of the lands, easements, and rights-of-way, no further activities within the contaminated area shall proceed until the Parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without payment or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including transfer payments pursuant to Article II.C.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Section 1043(b) work for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE IV - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Section 1043(b) work, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE V - REMEDIES FOR NONCOMPLIANCE AND TERMINATION OR SUSPENSION

A. Except as provided below, termination or suspension of this Agreement will be in accordance with Article XIV of the Master Agreement.

B. In the event the Government determines that the Non-Federal Sponsor has failed to complete the Section 1043(b) work pursuant to the terms of this Agreement, the Government may require the Non-Federal Sponsor to take corrective action at non-Federal expense or may terminate Federal financial participation in the Section 1043(b) work and require the Non-Federal Sponsor to refund all or a portion of the funds transferred to it under this Agreement.

C. The Non-Federal Sponsor shall have the right to appeal an action taken by the Government pursuant to this Article. The Non-Federal Sponsor shall submit information and documentation challenging the Government action in writing to the District Commander no later than 30 calendar days after the Government notifies the Non-Federal Sponsor of the action. The District Commander will review the Non-Federal Sponsor's written appeal and forward a written recommendation to the Division Commander within 30 calendar days of receiving the Non-Federal Sponsor's written appeal. The Division Commander shall render a decision within 30 calendar days of receiving the District Commander's recommendation. If the Division Commander denies the appeal, the Division Commander shall forward the appeal to the Deputy Commanding General for Civil Works and Emergency Operations in coordination with the Assistant Secretary of the Army for Civil Works for a final decision.

D. In the event of termination, the Parties shall conclude their activities relating to construction of the Section 1043(b) work.

ARTICLE VI - DISPUTE RESOLUTION

The Parties shall exercise their best efforts to avoid disputes and resolve disputes amicably. In the event a dispute arises between the Parties, Article VIII of the Master Agreement and the Dispute Resolution Agreement dated September 9, 2002, between the Department of the Army and the South Florida Water Management District will control.

ARTICLE VII - MAINTENANCE OF RECORDS AND AUDITS

The Parties shall follow Article XI of the Master Agreement for the maintenance of books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement.

ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, 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. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE IX - NOTICES

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

If to the Non-Federal Sponsor:
Executive Director
South Florida Water Management District
P.O. Box 24680
West Palm Beach, Florida 33416-4680

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 Article.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the Parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

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

BY: 
Drew Bartlett
Executive Director

DATE: 7/21/26

DATE: 7/21/26

EXHIBIT A – APPLICABLE FEDERAL LAWS FOR
CARRYING OUT ACTIVITIES UNDER SECTION 1043(b) OF THE WATER
RESOURCES REFORM AND DEVELOPMENT ACT OF 2014, AS AMENDED

Pursuant to Section 1043(b)(6) of the Water Resources Reform and Development Act (WRRDA) of 2014, as amended, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations that the Government is required to follow when carrying out a project under Section 1043(b) of WRRDA 2014, as amended. Below is a list of the most common Federal laws applicable to the Government provided for reference. Any associated regulations, policy, or guidance associated with these laws must also be followed. Further, all Rivers and Harbors Acts, Flood Control Acts, and Water Resources Development Acts, along with all regulations, policies, and guidance issued thereto, must be followed as applicable to the project.

Note that this list is not exhaustive, and the Government may identify additional Federal laws and implementing regulations not provided here that in its discretion may be applicable to the specific activities that the Non-Federal Sponsor is carrying out under Section 1043(b). Further, not all Federal laws listed will be applicable to this project. Again, the Government retains final authority on which laws and implementing regulations are applicable to the project.

1. CONTRACTUAL RELATED LAWS

- a. Davis Bacon Act (40 U.S.C. 3141, et seq.)
- b. Contract Works Hours and Safety Standards Act (40 U.S.C. 3701, et seq.)
- c. Build America Buy America Act (Division G, Title IX of Public Law 117-58)
- d. Copeland Anti-Kickback Act (40 U.S.C. 276c)

2. REAL PROPERTY RELATED LAWS

- a. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.)
- b. The Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701, et seq.)

3. CIVIL RIGHTS LAWS

- a. Title VI, Section 601 of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11
- b. Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.)
- c. Rehabilitation Act of 1973 (29 U.S.C. 701, et seq.) and Army Regulation 600-7

4. NAVIGATIONAL RELATED LAWS

- a. Jones Act and Shipping Act (Specifically 46 U.S.C. 55109)
- b. Rivers and Harbors Act of 1899 (33 U.S.C. Chapter 9, Subchapter 1); specifically, Sections 403, 408, and 409
- c. The Deepwater Port Act of 1974 (33 U.S.C. 1501, et seq.)

5. ENVIRONMENTAL, CULTURAL RESOURCES, AND OTHER MISC. RELATED LAWS

- a. Clean Air Act (42 U.S.C. 7401, et seq.)
- b. Clean Water Act (33 U.S.C. 1311-1388)
- c. The National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347)
- d. Fish and Wildlife Coordination Act (16 U.S.C. 661-666c)
- e. The Fish and Wildlife Act of 1956 (16 U.S.C. 742a, et seq.)
- f. The Endangered Species Act (16 U.S.C. 1531, et seq.)
- g. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801, et seq.)
- h. Bald and Golden Eagle Protection Act (16 U.S.C. 668, et seq.) and Migratory Bird Treaty Act of 1918 (16 U.S.C. 703, et seq.)
- i. Section 307(c) of the Coastal Zone Management Act of 1972 (16 U.S.C. 1456(c))
- j. The Marine Mammal Protection Act of 1972 (16 U.S.C. 1361, et seq.)
- k. Marine Protection, Research and Sanctuaries Act of 1972 (16 U.S.C. 1431, et seq.)
- l. Migratory Marine Game-Fish Act (16 U.S.C. 760c-760g)
- m. The National Fishing Enhancement Act of 1984 (33 U.S.C. 2101, et seq.)
- n. The Ocean Thermal Energy Conversion Act of 1980 (42 U.S.C. 9101, et seq.)
- o. Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.)
- p. Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.)
- q. The National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.)
- r. Archaeological and Historic Preservation Act (54 U.S.C. 312501, et seq.)
- s. Wild and Scenic Rivers Act (16 U.S.C. 1271, et seq.)
- t. Farmland Protection Policy Act (7 U.S.C. 4201, et seq.)
- u. Federal Water Project Recreation Act (16 U.S.C. 460l-12, et seq.)
- v. Noise Control Act of 1972 (42 U.S.C. 4901, et seq.)
- w. The Federal Power Act of 1920 (16 U.S.C. 791a, et seq.)
- x. The Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501, et seq.)

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.



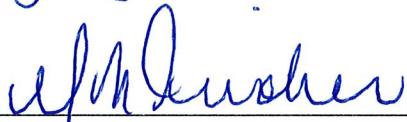
Drew Bartlett
Executive Director
South Florida Water Management District

DATE: 7/21/26

CERTIFICATE OF AUTHORITY

I, Maricruz R. Fincher, do hereby certify that I am the principal legal officer for the South Florida Water Management District, that the South Florida Water Management District 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 the South Florida Water Management District in connection with the Central Everglades Planning Project (South Phase), 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 the South Florida Water Management District acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
21st day of July 2026



Maricruz R. Fincher
General Counsel
South Florida Water Management District