



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

February 9, 2023

Colonel James Booth
District Commander - Jacksonville District
U.S. Army Corps of Engineers
701 San Marco Boulevard
Jacksonville, FL 32207

Subject: Section 203 Feasibility Study for North of Lake Okeechobee Storage Reservoir (A)

Dear Colonel Booth:

The South Florida Water Management District (District) and the U. S. Army Corps of Engineers (USACE) have made great progress in recent years on the Comprehensive Everglades Restoration Plan (CERP). It is the District's understanding that USACE may be preparing to reformulate the Lake Okeechobee Watershed Restoration Project (LOWRP) to include the above ground storage feature envisioned in Component A of the CERP Yellow Book. It is also our understanding that the reformulation would delay submittal of LOWRP for Congressional authorization until at least 2026. We appreciate all of your and the USACE's work to advance Everglades restoration projects, and we're ready to assist in advancing the CERP Yellow Book Component A in a manner that allows for LOWRP's current plan (Revised Recommended Plan) and above ground storage to both be submitted to Congress for authorization in the Water Resources Development Act (WRDA) of 2024.

On January 10, 2023, the Governor of Florida signed Executive Order 23-06, (*Achieving Even More Now for Florida's Environment*). With his order, the Governor called upon the District to make every effort to advance Everglades restoration projects to ensure meaningful progress over the next four years, including all CERP storage components within the Lake Okeechobee watershed.

The District, therefore, proposes utilizing Section 203 of the Water Resources Development Act (WRDA) 1986, as amended, to advance Component A of the CERP Yellow Book, known as North of Lake Okeechobee Storage Reservoir (A), by submitting an integrated feasibility and environmental impact study report directly to the Assistant Secretary of the Army for Civil Works for review and submittal to Congress for authorization as a part of WRDA 2024. Since the current version of LOWRP was already positioned for submittal in WRDA 2022, the District's assumption of responsibility for reformulation of Component A would allow submittal of all components within the Lake Okeechobee watershed for authorization in WRDA 2024.

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Colonel James Booth
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As USACE implements the Lake Okeechobee System Operating Manual in 2023, expeditiously building storage north and south of Lake Okeechobee is a key part of the solution for controlling damaging lake stages, further reducing the risk of harmful estuary discharges, and improving water supply reliability for communities and the environment. Record rainfall from two hurricanes in 2022 demonstrated the need for water storage north of Lake Okeechobee. These hurricanes resulted in ecologically harmful water levels, regional flooding, and increased risk of harmful releases of water into the sensitive coastal estuaries. For all these reasons, the citizens of South Florida cannot afford to wait until a reformulation in WRDA 2026 to advance storage north of the Lake.

To that end, the District sent a letter to the Assistant Secretary of the Army for Civil Works (ASA-CW) expressing our intent to undertake a Section 203 integrated feasibility study and environmental impact statement report. The District further requested the ASA-CW to accept Non-Federal Interest funds to allow the Department of the Army to enter into two Memorandum of Agreement's (MOA), attached for your reference, with the District: one for the federal activities relating to the North of Lake Okeechobee Storage Reservoir (A) and another for the provision of federal technical assistance to ensure a federally National Environmental Policy Act (NEPA) compliant report. Please consider this letter an offer to provide funds and any resources necessary to accommodate this important request.

The District is counting on USACE to provide the increased level of technical assistance afforded under WRDAs 2018 and 2020, including conducting NEPA and Section 106 Tribal consultations. This technical work coupled with the District's ability to nimbly leverage resources will ensure a successful partnered study to advance this critical component of CERP.

It's exciting that our organizations are keenly positioned to significantly advance the largest ecosystem restoration effort in the world with truly meaningful projects. The District is proud to partner with the USACE on CERP as we work together to restore America's Everglades.

Sincerely,



Drew Bartlett
Executive Director

Enclosure: State of Florida Executive Order 23-06
203 MOA for Federal Activities North of Lake Okeechobee
203 MOA for Technical Assistance North of Lake Okeechobee



EXECUTIVE ORDER 23-06

Achieving *Even More* Now for Florida's Environment

WHEREAS, on January 10, 2019, I signed Executive Order 19-12, which laid out a bold plan to achieve more now for Florida's environment, and in the last four years, we have made incredible progress, entering into a golden era for conservation and protection of our treasured natural resources; and

WHEREAS, we secured unprecedented funding for the protection of our natural resources, including over \$3.3 billion in state funding for Everglades restoration and protection of our water resources, far surpassing our goal of \$2.5 billion; and

WHEREAS, we expedited Everglades restoration to reduce harmful discharges and send more water south, with more than 50 Everglades restoration projects being completed, breaking ground, or hitting a major milestone, and helped Florida Bay reach salinity goals for the first time in decades; and

WHEREAS, in 2020, I signed into law Senate Bill 712, which was the most consequential environmental legislation in decades and included a wide range of water quality protections aimed at minimizing the impact of known nutrient pollution sources, realigning the State's resources to better protect Florida's environment, and strengthening our environmental regulatory requirements; and

WHEREAS, we invested \$1.6 billion in water quality improvements, created the Wastewater Grant Program to construct, upgrade, or expand wastewater facilities, provide advanced wastewater treatment, and convert septic-to-sewer, and dedicated historic funding to increase alternative water supply and restore and protect Florida's springs; and

WHEREAS, we dedicated funding to enhance our state's water quality monitoring and identify new and innovative ways to treat, predict, and respond to blue-green algal blooms, including more than \$45 million to the Innovative Technology Grant Program and funding 20 different innovative technology projects to date; and

WHEREAS, the State, with the coordination of the Chief Science Officer, ensured that science is at the forefront of environmental protection and policy, with enhanced monitoring, innovative research, and modern data analytics to support water quality restoration and ensure that high quality, scientific data are readily available to citizens and state agencies; and

WHEREAS, we provided support to local governments for red tide cleanup efforts and established the Center for Red Tide Research within the Florida Fish and Wildlife Conservation Commission's (FWC) Fish and Wildlife Research Institute, which brings together state and local governments, universities, private sector partners, and community scientists to enhance statewide red tide monitoring and conduct applied research associated with tracking, predicting, and mitigating the effects of red tide; and

WHEREAS, the State, with the coordination of the Chief Resilience Officer, invested more than \$1.1 billion in resilience projects to protect our communities from flooding and sea level rise; and

WHEREAS, we established the Florida Wildlife Corridor and committed more than \$600 million to the Florida Forever Program and acquired more than 170,000 acres for conservation, nearly four times that acquired in the previous four years; and

WHEREAS, while the achievements of the first four years are historic, protecting our water resources, investing to make our communities more resilient, and preserving our conservation lands are essential to our economy and way of life, and we must continue the momentum of the last four years to achieve even more now for Florida's environment and ensure that we leave Florida to God better than we found it.



Signing of Executive Order 19-12 on January 10, 2019.



Gov. DeSantis signs Senate Bill 712.



Dr. Mark Rains, Chief Science Officer.



Dr. Wes Brooks, Chief Resilience Officer.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by article IV, section (l)(a) of the Florida Constitution, and all other applicable laws, do hereby issue the following Executive Order, to take immediate effect:

Section 1: Continuing Historic Investments in Everglades Restoration, Water Quality, and Water Supply

I hereby direct the Department of Environmental Protection (DEP) to take the following actions to build on our momentum and further protect Florida's water resources:



A. Secure \$3.5 billion over the next four years for Everglades restoration and protection of our water resources, including water quality and water supply.

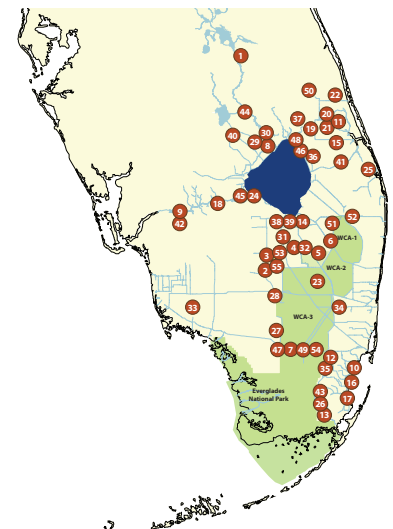
B. Work with the Legislature to expand the existing Wastewater Grant Program, which is currently limited to funding septic-to-sewer conversions, advanced septic system upgrades, and upgrades to advanced wastewater treatment projects, by broadening project eligibility to also address impacts from nonpoint sources such as stormwater and agricultural runoff and address aging wastewater infrastructure that increases nutrient loading to surface and groundwater.

- i) Strategically engage with local governments and stakeholders to identify the most effective and beneficial water quality improvement projects.
- ii) Instruct all water management districts to annually identify regional projects to improve water quality.
- iii) Continue to prioritize grants to local governments for septic-to-sewer conversions and identify ways to minimize the installation of new septic systems in areas with impaired waterways.
- iv) Ensure that all wastewater facilities discharging to waterbodies within a basin management action plan (BMAP) area or discharging to a waterbody not attaining water quality standards upgrade to advanced wastewater treatment by 2033.

C. Partner with the Department of Economic Opportunity and local governments to improve local government long-term comprehensive planning that ensures sustainable growth while protecting our natural resources, including prioritizing sewer connections and advanced wastewater systems that can sustain increased population demands and protecting taxpayer investments in Everglades restoration projects and major land conservation and water quality protection programs.

D. Direct the South Florida Water Management District (SFWMD) to:

- i) Continue expediting Everglades restoration projects, including Comprehensive Everglades Restoration Program (CERP) projects and projects that minimize the risk of harmful discharges and send water south.
- ii) Make every effort to advance Everglades restoration projects undertaken by the U.S. Army Corps of Engineers (Corps) to ensure meaningful progress over the next four years, including any component of the Everglades Agricultural Area (EAA) Reservoir Project, all CERP storage components within the Lake Okeechobee watershed, and any component of the Indian River Lagoon-South project reservoirs.
- iii) Hold the Corps accountable by reporting on the Corps' progress on CERP construction projects and CERP planning efforts for the restoration of the Greater Everglades at every SFWMD Board meeting.
- iv) Work with the Corps to ensure the Lake Okeechobee System Operating Manual (LOSOM) is implemented in a manner that reduces harmful discharges into our estuaries by holding water in the lake during the wet season and sending more water south to benefit the environment and meet the needs of our communities.



E. Continue progressing toward reducing the frequency and severity of harmful algal blooms, including blue-green algae and red tide, in our state's inland and coastal waters by:

- i) Directing the Blue-Green Algae Task Force to continue examining the sources of and solutions for addressing and mitigating blue-green algae and to provide additional recommendations for further state action.
- ii) Coordinating with FWC, the Florida Department of Health, and the Harmful Algal Bloom Task Force to continue providing technical expertise and recommendations for supporting investigations into harmful algal bloom causes, impacts, management responses, and mitigation strategies.
- iii) Continuing the red tide emergency grant program and creating a similar blue-green algal bloom emergency grant program to provide targeted funding supporting state and local government response efforts to minimize the harmful effects of blue-green algae blooms on our citizens and visitors.



F. For nutrient-impaired waterbodies, strengthen BMAPs, which provide a roadmap to restoring water quality and reducing pollutants, by:

- i) Updating all BMAPs to include the specific projects necessary to meet the requisite water quality standards to achieve restoration goals. The projects most likely to yield maximum pollutant reductions should be prioritized.
- ii) Requiring local governments to identify and expedite high priority projects to meet the nutrient load allocations required under a BMAP.
- iii) Working with the Florida Department of Agriculture and Consumer Services (DACs) to identify and seek funding for regional projects that address excess nutrient impacts from agricultural nonpoint sources in BMAP areas where agriculture has been identified as a significant source of nutrient pollution.

G. Work with DACs to improve Agricultural Best Management Practices (BMP), which are important measures agricultural producers utilize to reduce nutrients from entering our waterways, by:

- i) Working with DACs to ensure a comprehensive data-driven review of all agricultural BMP manuals and completion of updates, as needed.
- ii) Obtaining and reviewing site-specific data on BMP implementation, including parcel-level reporting of commodity and fertilizer application.
- iii) Working with DACs to achieve 100 percent BMP enrollment and implementation in BMAP areas.



Section 2: Protecting and Restoring the Indian River Lagoon

I hereby direct DEP to identify and prioritize strategies and projects to expedite water quality restoration in the Indian River Lagoon (IRL), one of our state's most unique and diverse ecosystems, by:

A. Working with the Legislature to establish the Indian River Lagoon Protection Program and secure at least \$100 million annually for priority projects to improve water quality in the IRL.

B. Coordinating with stakeholders, including federal agencies, local governments, water management districts, and the Indian River Lagoon National Estuary Program to expand partnerships to identify and prioritize projects for water quality restoration.



Indian River Lagoon.



C. Undertaking enhanced water quality monitoring in the IRL to better identify sources of nutrient loading to inform project prioritization and improve water quality in the IRL.

D. Taking actions to reduce nutrient contributions to the IRL from septic tanks and wastewater facilities, stormwater discharges, and agriculture non-point sources, including:

- i) Ensuring the utilization of sewer when available to reduce the density of septic systems, and the proper siting of septic tanks to reduce nutrient contributions, as well as the use of advanced nutrient reducing septic systems.
- ii) Ensuring that all wastewater facilities discharging to the IRL upgrade to advanced wastewater treatment by July 1, 2025.
- iii) Prioritizing state investments for the conversion of all traditional septic tanks adjacent to the IRL to sewer, while also investing in the expansion of wastewater capacity and advanced treatment.

E. Supporting innovative nature-based solutions including living shorelines, freshwater and coastal wetland restoration, and seagrass recovery utilizing strategic propagation and planting efforts.

Section 3: Protecting Our Coasts and Making Florida Communities More Resilient

I hereby direct the Chief Resilience Officer and DEP to build upon our efforts protecting Florida communities from flooding, sea level rise, and future storm events by undertaking the following:

A. Continuing to provide expedited hurricane recovery support to the communities across the state that were impacted by Hurricanes Ian and Nicole, including seeking continued funding to nourish and restore our beaches.

B. Ensuring continued funding for statewide resilience projects through the Resilient Florida Program.

C. Supporting the completion of comprehensive vulnerability assessments for all of Florida's counties and municipalities by 2026 to better inform flood risk planning and adaptation solutions.

D. Establishing a Coral Reef Restoration and Recovery Initiative to increase the State's coral propagation and deployment capacity to restore the natural infrastructure that will enhance coastal flood and storm surge protections.

E. Coordinating with the Florida Department of Transportation to ensure it identifies and considers water quality and flood mitigation benefits when developing and implementing its resilience planning.



S-27 Structure Gate.

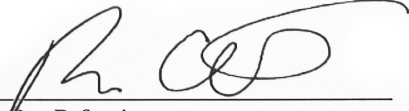
Section 4: Preserving and Restoring Conservation Lands for Future Generations

I hereby direct DEP to take the following actions to preserve and protect natural lands for generations to come:

A. Continue to seek consistent and meaningful annual funding for the Florida Forever Program, the state's premier conservation and recreation land acquisition program.

B. Take all necessary steps to expedite the state's land conservation efforts, including a strategic focus on acquisitions within the Wildlife Corridor and acquisitions that benefit vulnerable ecosystems, water quality, and resilience.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 10th day of January, 2023.


Governor Ron DeSantis
State of Florida



Roseate Spoonbills.

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR THE UNDERTAKING OF FEDERAL ACTIVITIES
RELATING TO THE
NORTH OF LAKE OKEECHOBEE STORAGE RESERVOIR (A) SECTION 203 STUDY

This MEMORANDUM OF AGREEMENT (hereinafter the “Agreement”) is entered into this ____ day of February, 2023, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for the Jacksonville District (hereinafter the “District Commander”), and the South Florida Water Management District (hereinafter the “Non-Federal Interest”), represented by the Executive Director.

WITNESSETH, THAT:

WHEREAS, the North of Lake Okeechobee Storage Reservoir (A) Study was authorized by Water Resources Develop Act of 2000;

WHEREAS, Section 203 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2231), authorizes the Non-Federal Interest to undertake a federally authorized feasibility study of a proposed water resources development project or upon written approval by the Assistant Secretary of the Army (Civil Works) (hereinafter the “ASA(CW)”), to undertake a feasibility study on modifications to a water resources development project constructed by the Government (hereinafter “Section 203 Study”) and to submit the completed non-Federal report of that study (hereinafter the “Section 203 Report”) to the ASA(CW) for review and assessment;

WHEREAS, the Government is authorized pursuant to Section 203(e)(1) of the Water Resources Development Act of 1986 (33 U.S.C. 2231(e)(1)) to accept and expend funds provided by the Non-Federal Interest to undertake Federal Activities, which may include inspections, technical and policy compliance reviews, certifications, and other inherently Federal government functions, such as completion of Federal environmental compliance requirements, related to the Section 203 Study for use by the Non-Federal Interest in completing the Section 203 Report; and

WHEREAS, the Non-Federal Interest made a written offer to the ASA(CW) to provide funds for the Government to undertake the Federal Activities for the Section 203 Study, and on February , 2023, the ASA(CW) determined that Non-Federal Interest funds can be accepted by the Government for such purpose.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Government shall undertake the Federal Activities in accordance with a scope of work (SOW) developed by the Government and Non-Federal Interest, and any modifications thereto. The SOW shall provide a detailed description of the Federal Activities, including a detailed estimate of cost for each activity and schedules, and identification of travel by Government personnel that may be necessary for the activities covered under this Agreement, with such travel to be undertaken in accordance with 41 C.F.R. Chapters 300-304, and estimated separately. The Government and Non-Federal Interest shall regularly review and update, as necessary, the SOW.

2. The Non-Federal Interest shall provide to the Government funds to pay all costs associated with the Federal Activities, including the costs of supervision and administration, in accordance with the provisions of this paragraph:

a. Within 15 calendar days after the effective date of this Agreement, the Non-Federal Interest shall provide to the Government \$ 250,000.00 to develop the SOW.

b. Within 30 calendar days after the SOW has been agreed upon by the Government and the Non-Federal Interest and prior to initiating any activities identified in the SOW, the Non-Federal Interest shall provide to the Government the amount specified in the SOW to carry out the Federal Activities for the Section 203 Study. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and, no later than 30 calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.

c. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

3. The Government shall provide the Non-Federal Interest with quarterly financial reports of costs incurred for the Federal Activities to date and the estimated remaining costs for completing the Federal Activities.

4. Following provision of the Federal Activities and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of the Federal Activities and furnish the Non-Federal Interest with written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Interest, the Non-Federal Interest, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Interest has provided funds in excess of the costs of the Federal Activities, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Interest's responsibility to pay all costs of the Federal Activities, including contract claims or any other liability that may become known after the final accounting.

5. No credit or repayment shall be provided for any funds provided by the Non-Federal Interest and obligated by the Government for the Federal Activities.
6. The acceptance of funds for the Federal Activities will not impact impartial decision making at any level of the Government with respect to the Section 203 Report, either substantively or procedurally.
7. Non-Federal Interest shall submit the completed Section 203 Report to the ASA(CW) for review and assessment. After the ASA(CW) submits its assessment of the Section 203 Report to the Congress, no further Federal Activities, including completion of environmental compliance requirements, using funds provided by the Non-Federal Interest under this Agreement will be undertaken.
8. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.
9. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
10. 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 shown below. 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.

If to the Non-Federal Interest:

Jennifer Leeds, Bureau Chief, Ecosystem Restoration Planning, 3301
Gun Club Road, West Palm Beach, FL 33406

If to the Government:

Eva B. Velez, Chief Ecosystem Branch, 4400 PGA BLVD Suite 502,
Palm Beach Gardens, FL 33410

11. 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.

12. 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.

13. This Agreement may be modified or amended only by written, mutual agreement of the parties. Either party may unilaterally terminate further performance under this Agreement by providing at least 15 calendar days written notice to the other party. In the event of termination, the Non-Federal Interest remains responsible for any and all costs incurred by the Government under this Agreement and for any and all costs of closing out or transferring any ongoing contracts.

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

THE DEPARTMENT OF THE ARMY

THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BY: _____
Jamie Booth
Colonel, U.S. Army
District Commander

BY: _____
Drew Bartlett
Executive Director

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Julia Lomonico, do hereby certify that I am the principal legal officer of 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 Memorandum of Agreement between the Department of the Army and the South Florida Water Management District, and that the person who executed the Memorandum of 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 ____ day of February 2023.

Julia Lomonico
Interim General Counsel

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

JULIA LOMONICO
INTERIM GENERAL COUNSEL

DATE: _____

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR THE PROVISION OF TECHNICAL ASSISTANCE
RELATING TO THE
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WHEREAS, Section 203 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2231), authorizes the Non-Federal Interest to undertake a Federally authorized feasibility study of a proposed water resources development project or upon written approval by the Assistant Secretary of the Army (Civil Works) (hereinafter the “ASA(CW)”), to undertake a feasibility study on modifications to a water resources development project constructed by the Government (hereinafter “Section 203 Study”) and to submit the completed non-Federal report of that study (hereinafter the “Section 203 Report”) to the ASA(CW) for review and assessment; and

WHEREAS, the Government is authorized pursuant to Section 203(e)(2) of the Water Resources Development Act of 1986 (33 U.S.C. 2231(e)(2)) to provide to the Non-Federal Interest Technical Assistance, which may include discrete work efforts involving analysis or services for which the Government has expertise; factual information related to the Section 203 Study that is not internal, deliberative, or privileged, which the Government developed or possesses; running models using information provided by the Non-Federal Interest and providing model outputs; and providing and clarifying existing guidance and regulations issued by the Government for use by the Non-Federal Interest in completing the Section 203 Report, if the Non-Federal Interest pays all costs of providing such Technical Assistance.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Government shall provide Technical Assistance in accordance with a scope of work (SOW) developed by the Government and Non-Federal Interest, and any modifications thereto. The SOW shall provide a detailed description of Technical Assistance to be undertaken with funds provided by the Non-Federal Interest, including a detailed estimate of cost for each activity and schedules, and identification of travel by Government personnel that may be necessary for the activities covered under this Agreement, with such travel to be undertaken in accordance with 41 C.F.R. Chapters 300-304, and estimated separately. The Government and Non-Federal Interest shall regularly review and update, as necessary, the SOW. The SOW, and any significant modifications thereto, must be approved by the Division Commander for South Atlantic Division (hereinafter the "Division Commander") before the work identified in the SOW can be funded by the Non-Federal Interest and initiated by the Government.

2. The Non-Federal Interest shall provide to the Government funds to pay all costs associated with the Technical Assistance, including the costs of supervision and administration, in accordance with the provisions of this paragraph:

a. Within 15 calendar days after the effective date of this Agreement, the Non-Federal Interest shall provide to the Government \$250,000.00 to develop the SOW.

b. Within 30 calendar days after the SOW has been approved by the Division Commander, the Non-Federal Interest shall provide to the Government the funds sufficient to cover the costs of the Technical Assistance specified in the SOW prior to the Government initiating such work. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and, no later than 30 calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.

c. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

3. The Government shall provide the Non-Federal Interest with quarterly financial reports of costs incurred to date and the estimated remaining costs for completing the Technical Assistance.

4. Following provision of the Technical Assistance and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of the Technical Assistance and furnish the Non-Federal Interest with written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Interest, the Non-Federal Interest, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Interest has provided funds in excess of the costs of the Technical Assistance, the Government shall refund the excess

amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Interest's responsibility to pay all costs of the Technical Assistance, including contract claims or any other liability that may become known after the final accounting.

5. No credit or repayment shall be provided for any funds provided by the Non-Federal Interest and obligated by the Government for the Technical Assistance.

6. After the ASA(CW) submits its assessment of the Section 203 Report to the Congress, no further Technical Assistance using funds provided by the Non-Federal Interest under this Agreement will be undertaken.

7. Any Technical Assistance that the Government provides pursuant to this Agreement is not an endorsement or approval of the Section 203 Study (or any aspect thereof) and will not affect the impartial decision-making of the ASA(CW), either substantively or procedurally.

8. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

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13. This Agreement may be modified or amended only by written, mutual agreement of the parties. Either party may unilaterally terminate further performance under this Agreement by providing at least 15 calendar days written notice to the other party. In the event of termination, the Non-Federal Interest remains responsible for any and all costs incurred by the Government under this Agreement and for any and all costs of closing out or transferring any ongoing contracts.

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

THE DEPARTMENT OF THE ARMY

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BY: _____
Jamie Booth
Colonel, U.S. Army
District Commander

BY: _____
Drew Bartlett
Executive Director

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Julia Lomonico, do hereby certify that I am the principal legal officer of 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 Memorandum of Agreement between the Department of the Army and the South Florida Water Management District and that the person who executed the Memorandum of 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 ____ day of February 2023.

Julia Lomonico
Interim General Counsel

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

JULIA LOMONICO
INTERIM GENERAL COUNSEL

DATE: _____