

ITEM #5

ADDITIONAL MATERIAL

Regular Meeting

MARCH 28, 2019

SUBMITTED AT THE REQUEST OF

PORT EVERGLADES




PORT EVERGLADES DEPARTMENT – Chief Executive/Port Director's Office
1850 Eller Drive, Fort Lauderdale, Florida 33316
954-468-3504 FAX 954-523-8713

MEMORANDUM

DATE: March 21, 2019

TO: Broward County Board of County Commissioners

FROM: Glenn A. Wiltshire, Deputy Director
Port Everglades Department 

RE: Additional Material - Agenda Item No. 5, March 28, 2019 Commission Meeting – CBP MOA Cruise Terminal 25 - IT Equipment – Revised Motion and Exhibit 2

Subsequent to the publication of the referenced Agenda Item, the U.S. Customs and Border Protection's Office of General Counsel requested a change to the Memorandum of Agreement (MOA) in the Term and Termination section that also affects the motion statement. While not a substantive change, Staff recommends the following revised motion:

MOTION TO APPROVE Memorandum of Agreement between Broward County and U.S. Customs and Border Protection (CBP) to Reimburse CBP for costs related to providing equipment for the performance of CBP operations at the Federal Inspection Services facility at Cruise Terminal 25 with an estimated cost not to exceed \$442,591 for new equipment, with additional upgrades to systems and equipment as may be required on a schedule determined by CBP, and for a term commencing on the date the agreement is fully executed and continuing until CBP ceases to perform Federal Inspection Services to support operations at Cruise Terminal 25 or those operations are closed; and authorize the Mayor and Clerk to execute same.

The below shows the changes from the original motion:

MOTION TO APPROVE Memorandum of Agreement between Broward County and U.S. Customs and Border Protection (CBP) to Reimburse CBP for costs related to providing equipment for the performance of CBP operations at the Federal Inspection Services facility at Cruise Terminal 25 with an estimated cost not to exceed \$442,591 for new equipment, with additional upgrades to systems and equipment as may be required on a schedule determined by CBP, and for a term commencing on the date the agreement is fully executed and continuing ~~for as long as Port Everglades has operations at Cruise Terminal 25 requiring CBP's performance of~~ until CBP ceases to perform Federal Inspection Services to support operations at Cruise Terminal 25 or those operations are closed; and authorize the Mayor and Clerk to execute same.

The same change has been made to the Term and Termination section on page 3 of the MOA. Attached is a replacement Exhibit 2.

Attachment

cc: Bertha Henry, County Administrator
Monica Cepero, Deputy County Administrator
Gretchen Cassini, Assistant County Administrator

909 SE 1st Avenue,
Suite 710
Miami, FL 33131



**U.S. Customs and
Border Protection**

**U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

This Memorandum of Agreement ("MOA") outlines the agreement between Broward County, a political subdivision of the state of Florida ("Sponsor"), and U.S. Customs and Border Protection ("CBP") with regard to Sponsor's responsibility to reimburse CBP for costs related to providing the equipment required for the performance of Federal Inspection Services at the below named location. Sponsor and CBP are collectively referred to as the "Parties." The legal authority for this MOA is derived from CBP's authorities found at 8 U.S.C. §§ 1223(b), 1225, 1356(a), and 1357, and 19 U.S.C. §§ 2, 1433(a), 1459(b), 1467 and 1524.

Sponsor operates Port Everglades, Florida, through Sponsor's Port Everglades Department
Location/Premises: Port Everglades Cruise Terminal 25
Fort Lauderdale, Florida

SPONSOR'S RESPONSIBILITIES

Data and Cabling

Sponsor will be responsible for the procurement and installation of all data cabling and electrical components required for connectivity of the Automated Data Processing ("ADP") Local Area Network ("LAN"), Circuit, Data, Information Technology ("IT"), Voice, and Tactical Communications (TacComm) systems and equipment according to specifications provided by CBP Office of Information Technology ("OIT"). Sponsor must give CBP fourteen (14) calendar days' advance written notice of all cable pulls so that CBP can be present and observe the installations.

ADP LAN, Data, IT, Voice, and TacComm Systems, Equipment, Services, and Connectivity Costs Reimbursement

Sponsor agrees to reimburse CBP for all ADP LAN, Data, IT, Voice, and TacComm systems and equipment, services, and connectivity costs, including equipment ordering and installation, for CBP operations at the Port Everglades Cruise Terminal 25 Federal Inspection Services ("FIS") facility. Estimated ADP LAN, Data, IT, Voice, and TacComm systems and equipment, and connectivity costs, including equipment ordering, total Four Hundred Thirty-seven Thousand Five Hundred Ninety-one Dollars (\$437,591.00); and estimated one time travel costs for an installations Engineer total Five Thousand Dollars (\$5,000.00). Attached is CBP OIT's Cost Estimate FTL020B dated January 31, 2019, that identifies the ADP LAN, Data, IT, Voice, and TacComm systems and equipment requirements for the CBP FIS. Sponsor will also enable CBP connectivity to its existing Fiber Ring, and ensure CBP's continuity of operations as connected.

Sponsor will be billed for only the actual costs of the ADP LAN, Data, IT, Voice, and TacComm systems, equipment, services, and connectivity, and any required replacement equipment.

ADP LAN, Data, IT, Voice, and TacComm Systems and Equipment Upgrades

Upgrades to the ADP LAN, Data, IT, Voice, and TacComm systems and equipment may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Sponsor agrees to reimburse CBP for CBP's actual costs to upgrade ADP LAN, Data, IT, Voice, and TacComm systems and equipment.

CBP will provide Sponsor at minimum a one hundred eighty (180) calendar days' written notice in advance of required upgrades.

Sponsor Accounts Payable Information

Sponsor Tax Identification Number: 59-6000531
Sponsor Bill To Representative: Deputy Port Director
Sponsor Phone Number: 954-468-3504
Sponsor Email Address: gwiltshire@broward.org
Sponsor Address: 1850 Eller Drive
Fort Lauderdale, FL 33316

Sponsor's Voice Communications Services

Sponsor shall be responsible for funding the telephone services line(s) required to establish and maintain continuous voice connectivity for CBP OIT installation and maintenance of the Sponsor reimbursed Voice systems equipment. For the duration of CBP's occupancy of the facility, CBP will retain possession of the Voice systems equipment and services furnished by Sponsor, although Sponsor will retain title to the equipment provided. Sponsor will ensure the continued connectivity of the telephone services line(s) at the Port Everglades Cruise Terminal 25 at no cost to CBP.

Payment Process

Upon execution of this MOA, CBP OIT shall forward a signed original copy to CBP National Finance Center ("NFC"). Upon receipt, CBP NFC will issue Sponsor a bill for the actual ADP LAN, Data, IT, Voice, TacComm systems and equipment, connectivity, and travel costs not-to-exceed Four Hundred Forty-two Thousand Five Hundred Ninety-one Dollars (\$442,591.00). Sponsor will also be billed for any service fees related to the telephone services lines(s) for Sponsor's Voice Communications Services.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this MOA and not reimbursed within thirty (30) calendar days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection against the Sponsor.

Equipment Ownership

Upon full reimbursement to CBP, Sponsor will own the ADP LAN, Data, IT, Voice, and TacComm systems and equipment purchased by CBP pursuant to this MOA. CBP will transfer possession of this ADP LAN, Data, IT, Voice, and TacComm systems and equipment when CBP vacates the Premises. Within sixty (60) calendar days following full reimbursement of installed ADP LAN, Data, IT, Voice, and TacComm systems and equipment, CBP OIT shall deliver a list of all Serial Numbers and other identification and warranty information for this ADP LAN, Data, IT, Voice, and TacComm systems and equipment to Sponsor at the contact information listed below.

Sponsor Equipment Administrator: Brenda Adams-Dean
Sponsor Email Address: badamsdean@broward.org
Sponsor Phone Number: 954-468-0101
Sponsor Ship to Address: 1850 Eller Drive
Fort Lauderdale, FL 33316

CBP'S RESPONSIBILITIES

Equipment Connectivity and Maintenance

CBP OIT shall be responsible for ordering, installing, and maintaining all required data equipment and connection(s) from the CBP FIS to the CBP National Data Center, and imaging, maintaining, and controlling all of the ADP LAN, Data, IT, Voice, and TacComm systems and equipment listed in the attached CBP OIT Cost Estimate FTL020B for the CBP FIS as required by CBP, the actual costs of which Sponsor shall reimburse CBP. Sponsor will incur no additional costs or CBP OIT charged service fees for any ADP LAN, Data, IT, Voice, and TacComm systems and equipment repair, maintenance, or replacement covered by manufacturer's or other warranties.

Data Ownership

All data entered or stored in any manner on the systems and equipment covered by this MOA belongs to the United States and is confidential and protected information. It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to Sponsor. In the event data inadvertently remains on any of the equipment upon transfer, Sponsor shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

TERM AND TERMINATION

The term of this MOA shall begin on the date it is fully executed by the Parties and shall continue until CBP ceases to perform Federal Inspection Services to support operations at Cruise Terminal 25, or those operations are closed. The continuation of this MOA beyond the end of any Sponsor fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

Representation of Authority

The individual executing this MOA on behalf of Sponsor represents and warrants that he or she is, on the date he or she signs this MOA, duly authorized by all necessary and appropriate action to execute this MOA on behalf of Sponsor and to bind Sponsor with regard to all matters relating to this MOA.

Agreement to these terms is attested by the signatures appearing on the following page.

IN WITNESS WHEREOF, the Parties have made and executed this MOA: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20___, and U.S. Customs and Border Protection, signing by and through its _____.

Sponsor

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By Al A DiCalvo 3/19/19
Al A DiCalvo (Date)
Assistant County Attorney

By Russell J. Morrison 3/19/19
Russell J. Morrison (Date)
Senior Assistant County Attorney

CBP

U.S. Customs and Border Protection

By _____
Dylan DeFrancisci
Port Director, CBP Port Everglades
Office of Field Operations

Email Address

Date

12/3/18; 1/31/19, 2/27/19, 3/6/19, 3/7/19, 3/19/19
RMOA - CT-25 - 3-19-19_Final