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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 19, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 14(A)(19)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving the Execution of the Memorandum of Agreement between Miami-Dade County and the United States Customs and Border Protection for Reimbursement of Certain T-1 Circuit Upgrade Expenses

Resolution No. R-741-16

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution authorizing the Memorandum of Agreement (MOA) between Miami-Dade County and the United States Customs and Border Protection (CBP) requiring the County through its PortMiami (the Port) to reimburse CBP for costs related to providing T-1 Circuit upgrade equipment procurement, installation, and recurring monthly service costs at the Port in connection with a CBP facility located in the rail intermodal yard.

SCOPE

PortMiami is located within District 5 which is represented by Commissioner Bruno A. Barreiro, however, the impact of this agenda item is countywide, as the Port is a regional asset and generates employment for residents throughout Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE

In the event that current functioning T-1 Circuit and equipment serving the Port's intermodal facility require replacement, the Port agrees to reimburse CBP for a one-time upgrade expense estimated at $37,192.00. The Port further agrees that should this upgrade occur, it will pay CBP on an annual basis an estimated $6,000 for recurring data charges. The equipment and installation amount will be funded from the Port's bond proceeds. The annual recurring cost will be funded from the Port's annual operating budget.

DELEGATED AUTHORITY

There are no delegated authorities beyond that specified in the accompanying resolution, which are the authority for the Mayor or the Mayor's designee to execute the MOA in substantially the form attached to the resolution, and to exercise all County rights therein.

TRACK RECORD/MONITOR

The Port staff members responsible for monitoring the Agreement are Kevin Lynskey, Deputy Director, and Elizabeth Ogden, Assistant Director of Capital Development.

BACKGROUND

As part of the Intermodal Yard Facility developed under the 2010 United States Transportation Investment Generating Economy Recovery (TIGER) II grant, authorized by the Board under Resolution No. R-410-11, a new CBP security facility was constructed. The facility includes a Radiation Portal Monitor (RPM) to screen all cargo leaving to the mainland, as required by federal law, and a new CBP booth facility for offices at the Port.

Federal Statutes and regulations require the Port's operators to provide and upgrade, as required, "turn-key" federal inspection service facilities at seaports and airports at no cost to CBP. In order for this new CBP security facility to continue to be fully functional for as long as CBP continues to provide these federal inspection services, the Port must provide reimbursement for the cost of certain T-1 Circuit upgrades when deemed mutually necessary with a project-specific Board-approved MOA, including equipment to be procured by both the Port and CBP, installation of such equipment by both parties, and the cost of recurring network information technology connection charges that are to be utilized at the new CBP security facility.

This agreement further obligates the Port to provide voice communication systems for CBP. The County will not incur any costs associated with CBP service fees for maintenance or repairs/replacement of equipment covered by manufacturer-provided warranties, as CBP will have possessory rights and sole control of the equipment and circuit for as long as CBP provides federal inspection services at the site. However, when CBP vacates the rail intermodal yard CBP facility, all equipment purchased by the Port and the T-1 Circuit procured and installed by CBP will revert back to the Port as full ownership. It is important for CBP to maintain these connections to efficiently handle the high volume of cargo traffic already seen at the Port, and the higher volumes expected to come as larger container ships continue to call more frequently at the Port.

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(19)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(19)
7-19-16

RESOLUTION NO. R-741-16

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND UNITED STATES CUSTOMS AND BORDER PROTECTION FOR REIMBURSEMENT TO UNITED STATES CUSTOMS AND BORDER PROTECTION FOR CERTAIN EQUIPMENT AND INFORMATION TECHNOLOGY COSTS IN CONNECTION WITH THE CUSTOMS INTERMODAL FACILITY IN THE INTERMODAL RAILWAY YARD FOR A ONE TIME ESTIMATED AMOUNT OF $37,192.00, PLUS AN ESTIMATED ANNUAL RECURRING COST OF $6,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME; DELEGATING TO THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO EXERCISE ALL COUNTY RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the Memorandum of Agreement ("MOA") between Miami-Dade County and the United States Customs and Border Protection, in substantially the form attached hereto and made a part hereof, for certain equipment and information technology costs in connection with the customs intermodal facility in the intermodal railway yard for a one time estimated amount of $37,192.00, plus an estimated annual recurring cost of $6,000.00.

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute the MOA, for and on behalf of Miami-Dade County, and further delegates to the

County Mayor or the County Mayor's designee the authority to exercise all County rights conferred in the MOA.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

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

This Memorandum of Agreement (MOA) outlines the agreement between the below named Seaport Authority, Miami-Dade County, Florida (Project Sponsor), through its Seaport Department (PortMiami) and U.S Customs and Border Protection (CBP) in regards to the Project Sponsor's reimbursement due to CBP for costs related to providing information technology (IT) services at the below named location. Legal authority for this MOA is derived from CBP's authorities found at 8 U.S.C. §§ 1222, 1223, 1225, and 1357; 6 U.S.C. § 231; 19 U.S.C. §§ 2, 482, 1433, 1434, 1448, 1449, 1459, 1461, 1463, 1467, 1499, 1524, 1552, and 1581; and 19 C.F.R. Parts 19, 113, and 118. Refer also to the "Section 560" Reimbursable Fee Agreement executed by the Project Sponsor and CBP on August 13, 2015, for the Project Sponsor's prior agreement to reimburse CBP's costs at this location.

Seaport Authority: **Miami-Dade County** (PortMiami)
Location: PortMiami Intermodal Rail Yard
1795 Bahama Drive
Miami, FL 33132

PORTMIAMI RESPONSIBILITIES

Data and Cabling

In accordance with project specific Memoranda of Agreements, PortMiami will be responsible for the procurement and installation of all future data cabling and electrical components required for connectivity of the Automated Data Processing (ADP), Local Area Network (LAN), Data, Voice Communications Systems and IT equipment according to CBP Office of Information Technology (OIT) provided specifications for as long as the PortMiami Intermodal Rail Yard facility continues business and CBP provides FIS at the location. However, PortMiami must give CBP two weeks advance notice of all cable pulls so that CBP can be present and observe the installation.

Reimbursement of CBP LAN Infrastructure Circuit Costs

In accordance with project specific Memoranda of Agreements, PortMiami agrees to reimburse CBP for any future T-1 Circuit equipment procurement, installation, and recurring monthly services costs, and those costs relative to standing-up, up-grading, and/or re-establishing CBP LAN and infrastructure connectivity for any future modified, expanded, and/or reconfigured CBP Cargo/Container Terminal Radiation Portal Monitor (RPM) Federal Inspection Services (FIS) operation that occurs at PortMiami's Intermodal Rail Yard facility located at 1795 Bahama Drive, Miami, Florida 33132, for as long as CBP FIS are required at the location.

In accordance with project specific Memoranda of Agreements, PortMiami also agrees to reimburse CBP for any future T-1 Circuit Upgrade equipment procurement, installation, and recurring monthly services costs, which CBP expects to incur due to CBP LAN infrastructure slow-down and/or overload impacts resulting from PortMiami's utilization of CBP's existing T-1 Circuit installed in Shed E for PortMiami's new Intermodal Rail Yard facility located at 1795 Bahama Drive, Miami, Florida 33132, and for any other cargo/container terminal RPM FIS operations at PortMiami Seaport for as long as CBP FIS are required at the location.

Estimated T-1 Circuit costs per attached CBP OIT Cost Rough Order of Magnitude (ROM) MIA054A total $37,192.00, which includes a non-recurring cost of $27,000.00 for CBP to

procure the circuit; $2,192.00 in equipment costs; and a one year advance payment of monthly services recurring costs of $6,000.00, for which PortMiami will reimburse CBP.

PortMiami will be billed for the costs of the T-1 Circuit equipment, initial and one year advance payments of recurring charges for a Verizon Data Circuit estimated at $500.00 monthly and total $6,000.00 per year. PortMiami also agrees that these recurring charges in the sum of $6,000.00 will be due and payable to CBP one year in advance of when due to avoid disconnection from the CBP LAN and infrastructure. Disconnection from the CBP infrastructure shall cause CBP to revert to manual operations until PortMiami funds all costs required to re-establish circuit connectivity. Moreover, PortMiami understands that any reversion to manual CBP operations at the PortMiami Seaport will result in extensive processing delays.

Voice Communications Services

PortMiami shall be responsible for providing the Voice Communication Services required at the PortMiami Intermodal Rail Yard for CBP inspectional operations for as long as CBP's occupancy is required to provide FIS at the PortMiami Intermodal Rail Yard. For the duration of CBP's occupancy of the facility, CBP will retain possession of the Voice Communications Systems equipment and services furnished by PortMiami, although PortMiami will retain title to the equipment provided.

Payment Process

Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center (NFC). Upon receipt, after installation of the T-1 Circuit equipment and startup services, the NFC will issue PortMiami a bill as directed below for the actual costs.

PortMiami Accounts Payable Information

PortMiami Tax Identification Number: 59-6000573
PortMiami Bill To Representative: Li Gurau, P.E.
PortMiami Phone Number: 305-329-4034
PortMiami Email Address: gurau@miamidade.gov
PortMiami Mailing Address: 1015 N. America Way, Suite 200, Miami, FL 33132

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

Equipment Ownership

PortMiami will own the T-1 Circuit procured, received, installed for CBP, but CBP shall have possessory ownership and sole control of the circuit for as long as CBP provides FIS at PortMiami's Intermodal Rail Yard facility located at 1795 Bahama Drive, Miami, Florida 33132. CBP will transfer possession of the T-1 Circuit used in CBP FIS operations to support PortMiami's Intermodal Rail Yard facility located at 1795 Bahama Drive, Miami, Florida 33132, and any other CBP Cargo/Container Terminal RPM FIS operations at PortMiami Seaport to PortMiami using the address below when CBP vacates the premises and no longer has a law enforcement presence at the seaport.

PortMiami ADP Equipment Administrator: Michelle R. Thames
PortMiami Email Address: mthames@miamidade.gov
PortMiami Phone Number: 305-960-5452

PortMiami Ship to Address: 1015 N. America Way, Suite 200, Miami, FL 33132CBP

CBP RESPONSIBILITIES

CBP LAN and Infrastructure T-1 Circuit Equipment Connectivity and Maintenance
The CBP OIT will be responsible for procuring, receiving, and installing the required circuit equipment for establishing the CBP LAN, for which PortMiami shall reimburse CBP all costs, and connection(s) from the PortMiami Intermodal Rail Yard facility located at 1795 Bahama Drive, Miami, Florida 33132, and CBP RPM FIS required at any other cargo/container terminal operational locations at PortMiami Seaport to the CBP National Data Center, and solely imaging, maintaining, and controlling the PortMiami funded T-1 Circuit equipment, and CBP LAN connections required for PortMiami cargo/container operations as required by CBP. PortMiami will incur no costs or CBP OIT charged service fees for any required CBP T-1 LAN Circuit equipment maintenance/repair/replacement covered by manufacturer-provided warranties.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.

Signature		Date
Miami-Dade County		
Juan Kuryla, Director, PortMiami		
Name and Title	Email	Phone

Signature		Date
Dylan DeFrancisci		
Port Director	Email	Phone
U.S. Customs and Border Protection		