

1800 Eller Drive
Suite 300
Fort Lauderdale, FL 33316



**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 the below named Port Everglades Department: Broward County (Sponsor) and CBP in regards to the sponsor’s responsibility to reimburse CBP for costs related to providing communications and information technology (IT) equipment and services at the below named location. The legal authority for CBP to enter into and require such an agreement is found at 8 U.S.C. § 1223(b), and 19 U.S.C. §§ 1433(a), 1459(b), and 1467.

**Cruise Terminal Owner/Operator: Port Everglades Department: Broward County
(Sponsor)**

Location: 2025 Eller Drive
Fort Lauderdale, FL 33316

PORT EVERGLADES DEPARTMENT, BROWARD COUNTY RESPONSIBILITIES

Data and Cabling

Port Everglades Department: Broward County is responsible for the procurement and installation of all data cabling and electrical components required for connectivity of systems and equipment, according to CBP Office of Information Technology (OIT) provided specifications. Port Everglades Department: Broward County is required to provide a two-week advanced notice of all cable pulls to allow CBP to observe installation.

Reimbursement of Equipment, Initial Service, and Recurring Costs

Port Everglades Department: Broward County agrees to reimburse CBP for all equipment and connectivity costs, including installation, maintenance, and recurring costs, at the Port Everglades Department: Broward County Cruise Terminal 26, 2026 Eller Drive, Fort Lauderdale, FL 33316. Current estimated equipment and initial service costs total \$518,711.81. The estimated annual recurring costs are \$13,890.00. CBP OIT’s Cost Estimate titled “FTL049A-OFO-25073C” is attached.

Port Everglades Department: Broward County will be billed the actual costs for the equipment identified in CBP OIT’s Cost Estimate FTL049A-OFO-25073C, along with any outstanding reimbursements due from any previously executed agreement(s). Recurring out-year network circuit charges, and the cost of any necessary replacement equipment not covered under warranty, will also be billed to Port Everglades Department: Broward County.

Equipment Upgrades

Upgrades to CBP required equipment and connectivity may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Port Everglades Department: Broward County is responsible for the cost of required upgrades. CBP will provide Port Everglades Department: Broward County a minimum of 180 days advance notice of any required upgrades.

Payment Process

A copy of this signed agreement will be forwarded to the CBP National Finance Center (NFC). Upon receipt and installation of all equipment, the NFC will issue Port Everglades Department: Broward County a bill for the actual equipment and initial services costs not to exceed \$518,711.81, as detailed in CBP OIT Cost Estimate FTL049A-OFO-25073C. The CBP NFC will bill Port Everglades Department: Broward County 90-days prior to the due date for recurring out-year network and connectivity charges owed, along with any sums owed for replacement equipment not covered by manufacturer warranties.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement that are more than 30 days past-due will begin accruing interest charges based on U.S. Treasury borrowing rates and may ultimately be referred for collection.

Port Everglades Department: Broward County Accounts Payable Information

Tax Identification Number: 59-6000531

Bill To Representative: Glenn Wiltshire, Deputy Port Director

Phone Number: 954-468-3504

Email Address: gwiltshire@broward.org

Address: 1850 Eller Drive, Fort Lauderdale, FL 33316

Equipment Ownership

CBP will retain possessory ownership of all equipment used in CBP operations until CBP vacates the premises. CBP will transfer the equipment reimbursed by Port Everglades Department: Broward County when CBP vacates the premises. Within two months (60-days) of installation and reimbursement, CBP OIT will deliver a list of serial numbers and/or other identification and warranty information for Port Everglades Department: Broward County reimbursed equipment to the point of contact listed below.

Port Everglades Department: Broward County Equipment Administrator:

Name: Patrick Jean-Louis

Email Address: pjeanolouis@broward.org

Phone Number: 954-468-0105

Ship to Address: 1850 Eller Drive, Fort Lauderdale, FL 33316

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

CBP OIT will be responsible for ordering and installing required circuit, data equipment, and connection(s) from Port Everglades Department: Broward County Cruise Terminal 26 to the CBP National Data Center. CBP is also responsible for imaging, maintaining, and controlling all equipment listed in the attached CBP OIT Cost Estimate FTL049A-OFO-25073C. Port Everglades Department: Broward County Cruise Terminal 26, will incur no CBP OIT charged service fees for any equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It is CBP's responsibility to properly remove data before possession of any equipment is transferred to Port Everglades Department: Broward County. In the event data inadvertently remains on any equipment after transfer, Port Everglades Department: Broward County shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION

Authorized Representative

The signatory to this MOA represents and warrants that he or she is a duly authorized representative of Port Everglades Department: Broward County with full power and authority to enter into this MOA and to bind Port Everglades Department: Broward County with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

_____ Name	_____ Email Address	_____ Date
_____ Title		

_____ Dylan J. Defrancisci Port Director, Port of Port Everglades Office of Field Operations, Miami and Tampa Field Offices U.S. Customs and Border Protection	dylan.j.defrancisci@cbp.dhs.gov Email Address	_____ Date
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IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Agreement: Broward County, signing by and through its Port Everglades Department Chief Executive/Port Director, authorized to execute same by Board action on the ____ day of _____, 2025, and CBP signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its Port Everglades Department
Chief Executive Officer and Port Director

By: _____
Joseph Morris
Chief Executive Officer and Port Director

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By: _____
Carlos Rodriguez-Cabarrocas Date
Senior Assistant County Attorney

U.S. CUSTOMS AND BORDER PROTECTION COST SIGN-OFF DOCUMENT

(REDACTED AT THE REQUEST OF CBP)