



**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 Airport Authority/St. Pete-Clearwater International Airport (PIE) (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 required 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. §§ 1223-1224, 1356(a); 19 U.S.C. §§ 1459, 1461, 1499, 1524, 1644a; 8 C.F.R. Part 234; 19 C.F.R. Part 122.

Airport Owner/Operator: **St. Pete-Clearwater International Airport (PIE), a department of Pinellas County, a political subdivision of the State of Florida**
Location: 14700 Terminal Blvd. Suite 221
Clearwater, FL 33762

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (PIE) RESPONSIBILITIES

Data and Cabling

PIE 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. PIE 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

PIE agrees to reimburse CBP for all equipment and connectivity costs, including installation, maintenance, and recurring costs, at the St. Pete-Clearwater International Airport, 14700 Terminal Blvd, Clearwater, FL 33762. Current estimated equipment and initial service costs total \$245,506.50. The estimated annual recurring costs are \$19,710.00. CBP OIT’s Cost Estimate titled “CWR002A-OFO-23045C” is attached.

PIE will be billed the actual costs for the equipment identified in CBP OIT’s Cost Estimate CWR002A-OFO-23045C, 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 PIE.

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). PIE is responsible for the cost of required upgrades. CBP will provide PIE 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 PIE a bill for the actual equipment and initial services costs not to exceed \$245,506.50, as detailed in CBP OIT Cost Estimate CWR002A-OFO-23045C. The CBP NFC will bill PIE 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.

PIE Accounts Payable Information

Tax Identification Number: 59-6000800

Bill To Representative: Yvette Aehle

Phone Number: (727) 453-7804

Email Address: yaehle@fly2pie.com

Address: 14700 Terminal Blvd. Suite 221 Clearwater, FL 33762

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 PIE 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 PIE reimbursed equipment to the point of contact listed below.

PIE Equipment Administrator: Robert Burnett

Email Address: rburnett@fly2pie.com

Phone Number: (813) 704-8078

Ship to Address: 14700 Terminal Blvd, Suite 120, Clearwater, FL 33762

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 St. Pete-Clearwater International Airport 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 CWR002A-OFO-23045C. PIE 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 PIE. In the event data inadvertently remains on any equipment after transfer, PIE 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 PIE, with full power and authority to enter into this MOA and to bind PIE with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

	JanetCLong@pinellas.gov	
Janet C. Long Board of Pinellas County Board of Commissioners	Email Address	Date

	alberto.sabat@cbp.dhs.gov	
Alberto Sabat Assistant Area Port Director Area Port of Tampa Office of Field Operations, Miami/Tampa Field Office U.S. Customs and Border Protection	Email Address	Date

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney