

MEMORANDUM OF UNDERSTANDING BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION AND PORT OF SEATTLE
REGARDING REIMBURSABLE SERVICES

I: Parties

This Memorandum of Understanding (“MOU”) between U.S. Customs and Border Protection (“CBP”) and Port of Seattle (collectively, “the parties”) supports the joint reimbursable services program at Seattle-Tacoma International Airport (“Sea-Tac”) as agreed upon in the Section 481 Reimbursable Services Agreement (“Agreement”) signed by both parties, effective February 15, 2018 and as permitted under Section 2 of *the Cross-Border Trade Enhancement Act of 2016* (Public Law No. 114-279).

II: Purpose

This document is intended to mutually define the expected relationship, scope and procedures for the Executive Director of the Port of Seattle, the “Requestor”, or his designee to request reimbursable services, and for CBP to adjudicate such requests at Seattle-Tacoma International Airport. This MOU does not amend, adjust, cancel or otherwise affect the Agreement. Further, this MOU’s statements of coordination and cooperation do not bind either party in any way. This MOU does not obligate funds or create a financial obligation between the parties. This MOU does not create or confer any right or benefit on any person or party, private or public.

III: Types of Reimbursable Services to Be Requested

The services that will be funded are additional overtime hours for current CBP staff serving Sea-Tac’s international arriving flights, including but not limited to the airport’s South Satellite terminal. Our specific need is extra officer hours in the passport control and baggage claim areas for use in the primary inspection process for commercial airline passengers on arriving international flights. This overtime funding may be required daily, seven days per week including times between 4 am and midnight. In particular, these additional resources may be focused on both peak arrival times and currently underserved times at the beginning and end of the day.

IV: Procedures for Requesting Reimbursable Services

The following procedures apply to all requests for reimbursable services, including standing requests that may be outlined in section III of this MOU:

- a) The Requestor will provide CBP with a request for reimbursable services as soon as reasonably possible, not less than 48 hours prior to the date of commencement of services.
- b) The Requestor will submit requests for reimbursable services to seatacrsp@cbp.dhs.gov, the official CBP email to manage such requests, as soon as the nature of the service request is known.

- c) CBP will review and evaluate each request based on the availability of resources and mission priorities, as explained further in the Agreement. CBP will return an electronic response with an approval or denial to the email address of the person or persons who submitted the request.
- d) In the event it is necessary for the Requestor to make an urgent request, the Requestor will submit such a request as soon as practicable. If CBP is not given adequate time to consider a request, CBP may not be able to approve the request for services.
- e) In the event it is necessary for the Requestor to reduce or cancel any previously approved request for services for any reason, the Requestor will make every effort to notify CBP of its desire to cancel or reduce *at least 24 hours* prior to the commencement of services under the previously approved request. Notifications by the Requestor and responses by CBP will be completed using the designated email address noted above.

As detailed further in the Agreement, CBP mission-related emergencies may require adjustments and/or interruption of previously agreed-upon services.

V: Program Coordination and Responsibilities

It is the expectation of the parties to establish regular and recurring meetings for the purposes of program planning and coordinating requests for additional services as outlined by the Agreement. These meetings will take place as necessary, not less than once per quarter (four times per year).

VI: Amendment of the MOU

Any amendment of this MOU must be agreed to by both parties, made in writing, and/or signed by both Designated Representatives or their successors listed below.

VII: Signatures by Parties

The Parties, through their authorized officials, hereby approve the terms of this MOU. This MOU becomes effective on February 15, 2018 by the required parties noted below and have been ascribed herein.

 Director, Field Operations
 U.S. Customs and Border Protection

 Executive Director
 Port of Seattle, WA

Date:

Date: