



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

This agenda item delegates authority to the County Administrator or his designee to execute LEO Reimbursement Program applications and agreements to recover a portion of the security costs at PBIA. The Fiscal Year 2012 reimbursement will be \$360,758.70; there is no obligation for future reimbursement.

C. Departmental Fiscal Review:           *CM Sumner*          

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

<p><u>          <i>J. J. [Signature]</i>          </u>                  OFMB                  5/3/12                  8/2/12                  8/12/12</p>	<p><u>          <i>J. J. [Signature]</i>          </u>                  Contract Dev. and Control                  8-7-12 B. [Signature]</p>
---	--

**B. Legal Sufficiency:**

          *Anne Delgant*           8/8/12  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**RESOLUTION NO. R-2012-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE LAW ENFORCEMENT OFFICER REIMBURSEMENT (LEO) PROGRAM APPLICATIONS AND AGREEMENTS WITH THE TRANSPORTATION SECURITY ADMINISTRATION (TSA) AND TO MAKE NECESSARY, MINOR CHANGES TO LEO REIMBURSEMENT AGREEMENTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, Palm Beach County Glades Airport, Palm Beach County Park Airport and North Palm Beach County General Aviation Airport; and

**WHEREAS**, the LEO Reimbursement Program provides for reimbursement of costs of providing local law enforcement security services at airports; and

**WHEREAS**, the TSA typically provides less than thirty (30) days to execute and return offers for reimbursement funding; and

**WHEREAS**, the delegation to the County Administrator or his designee of the authority to execute LEO Reimbursement Program applications and agreements will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

**WHEREAS**, the Board of County Commissioners desires to authorize the County Administrator or his designee to execute applications for LEO Reimbursement Program for funding from the TSA and to execute agreements resulting from such applications.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Board of County Commissioners hereby authorizes the County Administrator or his designee to execute applications for LEO Reimbursement Program funding from the United States of America, acting through the TSA; provided that the application does not automatically become an agreement upon approval by the TSA, unless the application does not require a County match or sufficient funds have been budgeted to satisfy the County's obligations under the application.
3. The Board of County Commissioners hereby authorizes the County Administrator or his designee to execute, on behalf of the Board of County Commissioners, agreements with the United States of America, acting through the TSA, pursuant to the LEO Reimbursement Program for the reimbursement of local law enforcement security costs; provided that: (i) the agreements do not require a County match or sufficient funds have been budgeted to satisfy the County's obligations

under the agreements; and (ii) such agreements are in the form attached hereto and incorporated herein as Exhibit "A" or, in the event TSA modifies its standard form agreements for the LEO Reimbursement Program, which terms and conditions are substantively the same as the agreements attached hereto as Exhibit "A" in all material respects.

4. The County Administrator or his designee is hereby authorized to execute, on behalf of the Board of County Commissioners, agreements that include non-material changes and amendments to agreements to make non-material changes to such agreements. For purposes of this Resolution, "non-material changes" mean changes that do not modify the substantive obligations of the County under an agreement and includes amendments to correct scrivener's errors.

5. The County Administrator's designee for purposes of this Resolution shall include the Director of the Department of Airports.

6. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

7. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

COMMISSIONER SHELLEY VANA, CHAIR	-
COMMISSIONER STEVEN L. ABRAMS, VICE CHAIRMAN	-
COMMISSIONER KAREN T. MARCUS	-
COMMISSIONER PAULETTE BURDICK	-
COMMISSIONER BURT AARONSON	-
COMMISSIONER JESS R. SANTAMARIA	-
COMMISSIONER PRISCILLA A. TAYLOR	-

Then the Chair thereupon declared this Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**EXHIBIT "A"**

**LAW ENFORCEMENT OFFICER (LEO) REIMBURSEMENT PROGRAM  
APPLICATION AND AGREEMENT FORMS**



Transportation  
Security  
Administration

**AWARD**

<b>1</b>	<b>AWARD TYPE</b>	<b>2</b>	<b>AWARD NUMBER</b>	<b>3</b>	<b>REQUISITION NUMBER</b>
	Other Transactional Agreement [OTA]		<b>HSTS0212HSLR337</b>		<b>2112202SLR353</b>
<b>4</b>	<b>PARTICIPANT</b>		<b>5</b>	<b>ISSUED BY</b>	
Name & Address: PBI  PALM BEACH INTNL AIRPORT FL 1000 James L. Turnage Blvd West Palm Beach, Florida 33406  Attn: Bruce V. Pelly / Tel: 561-471-7474			Name & Address: Transportation Security Administration Threat Assessment & Sector Management (TASM) 10W-409N, TSA-25 601 S. 12 <sup>th</sup> Street Arlington VA 20598-6025 Edwin Pasha – TSA Contract Specialist e-Mail: <a href="mailto:edwin.pasha@dhs.gov">edwin.pasha@dhs.gov</a> FAX: 703-603-4022		
<b>6</b>	<b>APPLICATION TITLE &amp; DATE</b>				
Law Enforcement Officer Reimbursement Agreement Program Dated: 4/12					
<b>7</b>	<b>PROGRAM PERIOD</b>		<b>8</b>	<b>FISCAL DATA</b>	
Total Program Period 10/1/2007 through 9/30/2012  Funding/Budget Period: 10/01/2011 to 9/30/2012  Effective Date: Date of Signature by TSA Contracting Officer			Federal Share: \$360,758.70 Appropriation No. 5AV123A000D2012ADE010GE00003100610061SLR-5903001114020000-4101 5AV112A000D2012ADE010GE000031006100616SLR-5903001114020000-4101 Obligated: <b>\$360,758.70</b>		
<b>9</b>	<b>PARTICIPANT PROGRAM COORDINATOR</b>		<b>10</b>	<b>TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COR)</b>	
Bruce V. Pelly Palm Beach International Airport 1000 James L. Turnage Blvd West Palm Beach, Florida 33406  561-471-7474			Aimee Jackson, Program Manager Transportation Security Administration 601 S. 12th Street, TSA-18 East Tower (E8-206S) Arlington, VA 20598-6018 Telephone: 571-227-1532 e-Mail: <a href="mailto:aimee.jackson@dhs.gov">aimee.jackson@dhs.gov</a>		
<b>11</b>	<b>ADMINISTRATIVE DATA</b>		<b>12</b>	<b>FAADS DATA</b>	
Program: Chief Operating Officer Legislative Authority: 49 U.S.C. §§ 106(m) and 114(m)(1) Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597			State Code: 12 Congressional District: EIN: 59-6000785      DUNS: 078470481		
<b>13 AUTHORIZED SIGNATURES</b>					
Participant's Signature _____ Date _____			Contracting Officer's Signature _____ Date _____		
TYPED NAME AND TITLE _____			TYPED NAME AND TITLE _____		

**DEPARTMENT OF HOMELAND SECURITY  
Transportation Security Administration  
LAW ENFORCEMENT OFFICER AGREEMENT PROGRAM**

**TERMS AND CONDITIONS**

---

**PARTICIPANT:** PALM BEACH INTNL AIRPORT FL

**AGREEMENT NO:** HSTS0212HSLR337

**ARTICLE I – PARTIES**

The parties to this TSA Law Enforcement Officer Agreement Program Agreement (Agreement) are the Transportation Security Administration (TSA) and PALM BEACH INTNL AIRPORT FL (hereinafter Participant). The TSA and PALM BEACH INTNL AIRPORT FL (Participant) agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

**ARTICLE II – AUTHORIZING LEGISLATION**

**Law Enforcement Officer Agreement Program**

- (a) The Homeland Security Act of 2002, H.R. 5005-8, P.L. 107-296
- (b) Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597
- (c) 49 U.S.C. §§ 106(m) and 114(m)(1)

**ARTICLE III - PROGRAM DESCRIPTION**

Pursuant to 49 U.S.C. § 44903(c) and 49 C.F.R. Part 1542, each Airport Operator is required to establish an airport security program that provides a law enforcement presence and capability at the airport that adequately ensures the safety of passengers and national security. The Participant and the Transportation Security Administration as part of this effort through the Federal Security Director and PALM BEACH INTNL AIRPORT FL will deploy sufficient law enforcement officers to meet their dual responsibility of ensuring the safety of passengers and to counter risks to transportation security by providing partial reimbursement for Law Enforcement Officer activities relating to passenger screening. The activities in support of passenger screening checkpoint operation described in the Statement of Joint Objectives (SOJO) are made part of this Agreement as Attachment 1.

**ARTICLE IV – BUDGET AND PROGRAM PERIOD**

A. Program Period:

1. The Program Period shall be one year from 10/01/2011, the start date of this Agreement, through 9/30/2012 contingent on acceptable performance by the Participant of the

program approved under this award and any TSA modifications, and the availability of appropriated funds.

2. The Participant shall not request reimbursement or incur costs or obligate funds for any purpose pertaining to the operation of the program or activities prior to or beyond the period established in Block 7 Program Period.

#### ARTICLE V – AMOUNT OF AWARD

- A. The total estimated cost of the TSA share for the 2-year performance of this award is \$360,758.70 based upon operational requirements, allowable and actual expenses as described in Attachment 1 Statement of Joint Objectives, or the Not-to-Exceed rate for this Category Airport, (Cat X \$26.51, Cat I \$26.01, Cat II \$24.74, Cat III \$23.63 and Cat IV \$22.96) whichever is less. Costs reimbursed hereunder shall in no event exceed the amount obligated by modification without prior written approval of the Contracting Officer.

Category Airport: I  
Estimated Hours per year: 13,870  
Not-to-Exceed rate: \$26.01

- B. The Transportation Security Administration (TSA) approves the reimbursement of pre-agreement costs for those costs incurred prior to the execution of this Agreement with the following conditions:

- (a.) Pre-agreement costs will not be considered if incurred prior to 10/01/2012
- (b.) Pre-agreement costs shall be only those costs that would have been allowable if incurred after the execution of this Agreement.
- (c.) The total Federal share of pre-agreement costs may not exceed the total amount of funds set forth in Article IV (A.1) of this Agreement.
- (d.) Funding for this pre-agreement period is provided based upon the following:

FY12 Hours 13,870 @ \$26.01 = \$ 360,758.70;  
5AV112A000D2012ADE010GE000031006100616SLR-5903001114020000-4101

- C. Funds for each future Fiscal Year (Budget Period) are contingent upon availability of funds and compliance with the terms of the agreement. Participant may receive a decrease in funding based on funding availability, number of Participants, and/or program under runs. As funds become available a modification to the Agreement will be issued to obligate the additional funds.
- D. This Agreement is for the administration and completion of an approved Homeland Security/Transportation Security Administration program within the Performance Period. Agreement funds shall not be used for other purposes.
- E. No transfer of funds to agencies other than those identified in the approved application shall be made without prior approval of the TSA Contracting Officer.



## **ARTICLE VI – COST-SHARE/MATCH**

This program has no statutory formula and no matching requirements.

## **ARTICLE VII – MAINTENANCE OF EFFORT/SUPPLANTING OF FUND**

Funds approved under this Agreement shall be used to supplement and shall not be used to supplant State or local funds dedicated to this effort. Previous years' budgets dedicated to this effort may be requested to document maintenance of effort of this program.

## **ARTICLE VIII – TRANSPORTATION SECURITY ADMINISTRATION OFFICIALS**

A. TSA officials for the Agreement are as follows:

1. The Program Manager (PM) shall be the Office of Law Enforcement/FAMS staff member responsible for monitoring the completion of work and technical performance of the programs or activities described in the application under the Statement of Joint Objectives (SOJO).

**The Program Manager/Contracting Officer Representative** is Aimee Jackson. The contact information for the PGM MGR is listed below:

**LEO Program Manager/Contracting Officer Representative**

Aimee Jackson  
Transportation Security Administration  
OLE/FAMS/LEO Program, TSA-18  
601 S. 12th Avenue, E8-206S  
Arlington VA 20598-6018  
Telephone: 571-227-1532  
e-Mail: aimee.jackson@dhs.gov

**LEO Program Technical Representative**

Wendy Palacio  
601 S. 12<sup>th</sup> Street TSA-18  
East Tower (E8-207S)  
Arlington, VA 20598-6018  
Telephone: 571-227-2451  
e-Mail: wendy.palacio@dhs.gov

**Federal Security Director:**

Maxine McManaman  
Phone: 561-227-2744  
e-Mail: maxine.mcmanaman@dhs.gov

2. **The TSA Contracting Officer is the only official that has the full authority to negotiate, administer and execute all terms and conditions of the Agreement in concurrence with the Program Officer.**

3. The Contracting Officer is:

Johnny L. Hicks  
Contracting Officer  
Transportation Security Administration  
Threat Assessment & Sector Management  
Programs (TASM)  
10W-404N, TSA-25  
601 S. 12<sup>th</sup> Street  
Arlington VA 20598-6025  
Telephone: 571-227-3444438, FAX 703-603-4022  
e-Mail: [johnny.hicks@dhs.gov](mailto:johnny.hicks@dhs.gov)

**ARTICLE IX – TRANSPORTATION SECURITY ADMINISTRATION INVOLVEMENT:**

**Complete participation in this program is described in Attachment 1.**

**ARTICLE X – Terms and Conditions:**

FOIA: All requests for information relating to the Terms and Conditions or the performance requirements of this Agreement, to include those under the Freedom of Information Act or Privacy Acts, will be forwarded to the TSA Program Officer. The TSA Program Officer will coordinate a response with the TSA FOIA Office

Organization Staffing: The program shall be staffed and organized by the Participant to satisfy its assigned mission and to perform its required functions.

Insurance: The Participant shall at all times during the duration of this Agreement maintain insurance or be self insured relating to the program and Participant employees covering property, fire, casualty, liability, life, worker's compensation, and all other forms of insurance customarily obtained by entities in the same industry. The Participant will not insure TSA agents, contractors, or anyone else against any of these risks.

Public Affairs: All public affairs activities related to program(s) sponsored under this award, and its activities must be approved by TSA. This does not preclude the Participant's personnel from participating in public affairs activities not related to program(s) sponsored under this award solely as agents of the Participant.

Publications: Compliance with the Section 623 of the Treasury, Postal Service, and General Government Appropriations Act, 1993, and reenacted in Section 621 of the fiscal year 1994 Appropriations Act requires that all Participants disclose the amount and percentage of Federal funding and funding from non-governmental sources when making public announcements about Federally-funded programs in the amount of \$500,000 or more.

Termination: Either the Participant or TSA may terminate the Agreement by giving written notice to the other party at least thirty (30) calendars days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Participant's authority to incur new costs will be terminated upon the date of arrival of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the

receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

**Buy America:** The Participant, Sub-recipients and contractors receiving funds from this award shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the file for record.

**Trafficking In Persons:** The Participant and its contractors receiving funds from this agreement comply with the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)). The full text of this Act is available on line at [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr175\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr175_main_02.tpl).

## **ARTICLE XI – REQUEST FOR REIMBURSEMENT**

- A. Payment under this award will be authorized by the reimbursement payment method in compliance with information provided in the Application "Budget Information" with supporting invoice document.
- B. The TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in the SOJO. The amount of \$360,758.70 is hereby obligated for the Budget Period in Block 7 of the signature page of this agreement in support of the salary categories outlined in the SOJO, Attachment 1. Participant is required to provide mandated Law Enforcement Services regardless of funding level or period funding is received.
- C. Requests for reimbursement is normally submitted to the FSD or FSD Designee for certification within 30 days of the end of the monthly period of performance (in the case of FY12, PBI's Reimbursement Requests will likely be submitted altogether). Detailed documentation must be submitted for each item for which reimbursement is requested; for example, checkpoint logs, timesheets, and/or appropriate validation from payroll for each individual Law Enforcement Officers' fully burdened salary rate as described in Attachment 1.
- D. The final Request for Reimbursement is due within 30 days of the end of the Program Period.
- E. Include banking information and DUNS number on all SF270's submitted.
- F. Participant must be registered in the Centralized Contractor Registration (CCR) at <https://www.bpn.gov/ccr/>. Banking information and DUNS number reflected must match information contained in the Participant's CCR account. Inaccurate information may result in payment delays.
- G. In the event of non-compliance with all or portion of the terms and requirements of this Agreement, or if a disagreement arises on the interpretation of the provisions of this Agreement, or modifications and/or revisions thereto, the Program Manager and Contracting Officer in consultation with the FSD will attempt to resolve the matter. If the matter cannot be resolved, the Contracting Officer will determine with the FSD and Program Manager the materiality of the breach and/or resolution of the interpretation of the Agreement and the

appropriate action(s) that may be taken. The Contracting Officer's determination and proposed action will be in writing and shall be presented by the FSD and/or the Contracting Officer. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute shall be escalated for resolution to the TSA Deputy Assistant Administrator for Acquisition. The decision of the Deputy Assistant Administrator for Acquisition is final unless it is appealed to the TSA Deputy Administrator or designee within sixty (60) days of receipt of the review and, to the extent permitted by law, is final and binding.

## **ARTICLE XII – PERFORMANCE REVIEW**

- A. The Program Officer shall review the monthly Certification sheets submitted by the Federal Security Director.
- B. The annual performance review shall consist of a comparison of the following:
  - LEO evaluation/certification results
  - ASI Compliance Reports
  - Consolidated invoiced and actual cost reports

## **ARTICLE XIII – AGREEMENT MODIFICATIONS**

- A. Changes and/or modifications to this Agreement, with the exception of funding modifications which shall be issued unilaterally, shall be in writing and signed by the TSA Contracting Officer and Recipient. The modification shall cite the Agreement number and shall set forth the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.
- B. All requests for interpretations of this Agreement or modifications to it shall be submitted in writing to the TSA Contracting Officer.
- C. Extensions to the performance period can only be authorized in writing by the TSA Contracting Officer with the concurrence of the TSA Program Officer.

## **ARTICLE XIV – AUDIT REQUIREMENTS**

The Federal Government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. The Participant and its contractors must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

The Participant shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the Participant.

This Article XI shall not be construed to require the Participant or its sub-awardees to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to Generally Accepted Accounting Practices (GAAP).

**ARTICLE XV – CONSTRUCTION OF THE AGREEMENT**

TSA enters into this Agreement pursuant to its “other transaction” authority under 49 U.S.C. § 106(l) and 114(m)(1). This Agreement is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation. It is not intended to be, nor shall it be construed as creation of a partnership, corporation, or other business entity between the parties.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

**ARTICLE XVI – GENERAL PROVISIONS**

The following are hereby incorporated into this agreement by reference as applicable:

- 1. 31 CFR 205 Rules and Procedures for Funds Transfers
- 2. Application The Agreement Application and Assurances contained therein as received by the TSA Program Office.

For-profit organizations are subject to the provisions of 48 CFR Part 31, “Contract Cost Practices and Procedures.”

**End of Agreement HSTS0212HSLR337**

**TRANSPORTATION SECURITY ADMINISTRATION  
LAW ENFORCEMENT OFFICER PROGRAM  
STATEMENT OF JOINT OBJECTIVES  
Attachment 1  
Program Narrative Statement**

This document defines the responsibilities and conditions that PALM BEACH COUNTY, Owner and Operator of Palm Beach International Airport (hereinafter referred to as the "Participant") agrees to as part of Transportation Security Administration (TSA) Airport Law Enforcement Personnel Program, hereafter referred to as the "Program." This document also defines responsibilities and participation of the TSA.

The authority to enter into this agreement is granted by 49 U.S.C. §§ 106(m) and 114(m). TSA has programmatic authority for the activities undertaken in this Agreement pursuant to 49 U.S.C. §§ 114(g), 44901(g), 44903(e) and 44922(f). The effective date of the Agreement will be the date of the signature by the TSA Grant Officer.

The Participant agrees to provide qualified law enforcement services on-site at the Palm Beach International Airport during airport passenger screening checkpoint operating hours and to provide law enforcement response to the security passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive 1542-01-07 (series), or other regulations and authorities regarding law enforcement services.

Regardless of their position or title, any individual who provides law enforcement support as outlined in this Agreement must possess all of the qualifications of a Law Enforcement Officer (LEO) set forth at 49 C.F.R. § 1542.217, while on duty at the airport.

The TSA will provide partial reimbursement support for on-site response to airport security passenger-screening checkpoints supplied by the Palm Beach County Sheriff's Office (PBSO) pursuant to the terms of this Agreement. Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), the Airport Security Plan, and other regulations regarding law enforcement services as noted in the paragraph above. Should the Participant fail to comply with the provisions outlined in this Agreement, the Participant may face full or partial forfeiture of payment or sanctions up to removal from the Program.

## TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES

1. The TSA will provide partial reimbursement to Participants. TSA will provide funds as available to offset the cost to carry out Aviation LE responsibilities in support of passenger screening activities.

- o Actual/direct costs for fully burdened salary rate of a Police Patrol Officer up to the established ceilings listed below.

Fully Burdened rate includes:

- Base salary for each locality
- Social Security
- 401(k)/403(b)/457 plans
- Disability Insurance
- Health care benefits
- Pension
- Life Insurance

TSA will NOT cover:

- o Overhead/Administrative Costs

Established Not-to-Exceed Ceilings are as follows:

- **Category X:** Limited to Police Patrol Officer/ Law Enforcement Personnel actual fully burdened salary hourly rate, **not-to-exceed \$29.96 per hour**
- **Category I:** Limited to Police Patrol Officer/ Law Enforcement Personnel actual fully burdened salary hourly rate, **not-to-exceed \$26.01 per hour**
- **Category II:** Limited to Police Patrol Officer/ Law Enforcement Personnel actual salary hourly rate, **not-to-exceed \$27.96 per hour**
- **Category III:** Limited to Police Patrol Officer/ Law Enforcement Personnel actual fully burdened salary hourly rate, **not-to-exceed \$26.70 per hour**
- **Category IV:** Limited to Police Patrol Officer/ Law Enforcement Personnel actual fully burdened salary hourly rate, **not-to-exceed \$25.94 per hour**

2. The TSA Federal Security Director (FSD), in consultation with the Participant, may determine that on-site, flexible stationing is appropriate provided a LEO responds when summoned to a screening location within three (3) minutes. The FSD, in consultation with the Participant, may determine a change in how LEO for checkpoint support is stationed (i.e. flexible, fixed, combination) as may be necessary to cover increased threat levels, surges, seasonality and/or other circumstances as deemed appropriate.

3. The TSA will process Participant monthly invoices promptly after obtaining FSD signature certifying that work was performed in accordance with the Agreement.
4. The TSA will notify the Participant, immediately in writing of any changes in the points of contact for invoicing or clarification of the intent of or other issues involving the Agreement.
5. The TSA will provide on an as needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security topics, to include:
  - Improvised Explosive Device recognition.
  - Flying Armed Law Enforcement Officer regulation.
  - Armed Law Enforcement Officer Federal Criminal statutes pertinent to Aviation Security.
  - Armed Law Enforcement Officer No-Fly/selectee procedures/processes.
  - Man-Portable Air Defense System (MANPADS).
  - Vulnerability assessments and/or security exercises as deemed appropriate.

#### **PARTICIPANT RESPONSIBILITIES:**

1. The Participant agrees to maintain a sufficient number of law enforcement personnel to satisfy the responsibilities as outlined in Paragraphs 2, 3 and 4 below. Funding is intended to support LAW ENFORCEMENT OFFICER (LEO) presence for flexible stationing or dedicated passenger screening checkpoint support as determined by the FSD, in consultation with the Participant, to be necessary, based on surges, security alerts, or other conditions.
2. The FSD in consultation with the airport operator may determine that a change in LEO stationing (i.e., flexible, fixed combination) may be necessary to cover increased threat levels, surges, seasonality and/or other circumstances as deemed appropriate.
3. The Participant shall provide monthly Invoices to the FSD and to the Contracting Officer's Representative in the format provided by TSA detailing the number of hours of LE services provided; the hourly rate; and the total amount requested for reimbursement.
4. Monthly invoicing shall consist of services provided from the 1<sup>st</sup> day of the month to the last day of the month. Invoices must be submitted to TSA no later than 30 days after the end of the invoiced period of performance. Owing to the duration of this Agreement with PBI, the TSA may elect to waive the 30-day requirement.
5. The Participant will notify the TSA, immediately in writing, of any changes to the points of contact for this Agreement or in the law enforcement agency providing the LE services.



6. The Participant will notify the TSA, immediately in writing, if for any reason the Participant desires to terminate participation in the Program. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.
7. Neither the Participants nor the Law Enforcement provider will publicly disclose Sensitive Security Information (SSI) in any context, including litigation or pursuant to a state open records act request without the advance approval of TSA as provided in 49 CFR, Part 1520. A copy of any summons, complaint, subpoena, or other legal document served upon a State or local LEO that is related to a legal proceeding that seeks records or testimony containing SSI shall be promptly forwarded to the FSD or the FSD's designee for forwarding to TSA Field Counsel.
8. The Participant shall coordinate all media releases and other contact with or by media on the terms and conditions of this Agreement with the FSD.
9. As requested by the FSD or other TSA representative, the Participant will participate in security breach drill/exercises.
10. As requested by the FSD or other TSA representative, the Participant will participate in MAN-PORTABLE AIR DEFENSE SYSTEM (MANPADS) assessments and exercises.
11. As requested by the FSD or other TSA representative, the Participant will participate in new and emerging aviation security programs. (Ex. Aviation Direct Access Security Program (ADASP)).
12. As requested by the FSD or other TSA representative, the Participant will provide verification of LEO credentials.
13. The Participant will consult with Federal authorities to determine if a case involving an incident at the airport will be handled in Federal jurisdiction.
14. The Participant will provide support for VIP/executive protection operations.
15. The Participant will promptly furnish on request incident reports and other information dealing with Aviation Security and other criminal activities at the airport.
16. The Participant will fully cooperate with regulatory investigations.

**ATTACHMENTS**

The TSA may provide administrative and informational updates to the attachments (i.e., updates to the HQ Program Staff listing) without re-issuance of this agreement. Any new attachment(s) or significant changes to the current attachments will be accomplished through written modifications as provided in the Terms and Conditions of the Agreement.

**PROTECTION OF INFORMATION**

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement, including Security Sensitive Information (SSI) as explained in #7 above.

_____ Participant Signature, Authorizing Official	_____ Date
_____ Typed Name	_____ for Palm Beach County, Palm Beach International Airport [PBI] and Palm Beach Co. Dept. of Airports
_____ Federal Security Director (or designee)	_____ Date
_____ Typed Name	_____ Title