



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION**

AND

PALM BEACH COUNTY

RELATING TO

PALM BEACH INTERNATIONAL AIRPORT

**USE OF SPACE AND COST REIMBURSEMENT AT
TSA SECURITY CHECKPOINTS AND BAGGAGE AREAS**

Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71, 115
Stat. 597, 49 U.S.C. 114(m)(1), and 106(l)(6)

AGREEMENT NUMBER: HSTS01-13-H-CKP127

Attachment # 1

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into by and between the United States of America (hereinafter referred to as the "Government" or "TSA") and Palm Beach County (hereinafter referred to as the "County") together referred to as the "Parties." This Agreement shall be effective when signed by TSA's Contracting Officer (the "Effective Date"). The TSA and County agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II - AUTHORITY

- A. TSA and County enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), (the "ATSA") which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.
- B. County enters into this Agreement under the authority of the Palm Beach County Board of County Commissioners.

ARTICLE III - BACKGROUND, PURPOSE AND SCOPE

A. Background

Under the terms of ATSA, TSA is required to deploy federal security screeners, Federal Security Managers, federal security personnel, and federal law enforcement officers to conduct screening of all passengers, property, and baggage at all airports, and to establish a program to screen cargo and ensure perimeter access security at all such airports. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as "necessary security checkpoints" (hereinafter referred to as "Space", as further defined in Section III (D)(1) below).

B. Purpose

This Agreement establishes TSA's use of the security checkpoints TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to improve airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space.

C. Scope

TSA has a requirement to establish the terms and conditions for TSA's use of federal-mandated checkpoint space at airports and provide a vehicle for the cost reimbursement of electrical consumption and janitorial services for this checkpoint space at respective airports.

D. Use of Property

County is the owner and operator of that certain airport known as the Palm Beach International Airport, located in the County of Palm Beach, State of Florida and having an address at 1000 James L. Turnage Boulevard, West Palm Beach, FL 33406 (the "Airport").

- D.1. This Agreement covers the use of space that TSA reasonably believes is necessary for passenger and baggage screening operations, and for TSA's LMR Radio Transmitter. The specific areas covered by this Agreement (referred to herein as the "Space") are set out on Exhibit 1, attached hereto. The Space may be expanded or altered, and Exhibit 1 amended accordingly, at the written request of TSA and upon the written approval of County, such approval not to be unreasonably withheld, conditioned or delayed. If Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of TSA. TSA's use and occupancy of other areas at the Airport, such as Federal Security Managers and staff offices, and other areas not deemed necessary checkpoint space, has been or will be obtained through a separate lease agreement between Airport and the U.S. General Services Administration, acting on behalf of TSA.
- D.2. The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any Airport property to address security concerns; nor shall this Agreement waive any rights that County may assert in connection with such acquisition.
- D.3. County provides the Space to TSA in "AS IS" condition as of the Commencement Date of this Agreement.

E. No Rent

Pursuant to Section 511 of the Department of Homeland Security Appropriations Act, 2005, Pub. Law 108-334, 118 Stat. 1298 (October 18, 2004), County agrees to provide use of the Space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides at the Airport, passengers and others entering airport property. County reserves the right to impose rental charges for the Space if federal law requires TSA to pay rent for checkpoint space in the future.

ARTICLE IV – RESPONSIBILITIES

A. TSA's Operational Activities at Airport

- A.1. County hereby agrees that TSA has the following rights and privileges:
- A.1.1. The right to use the Space in connection with its screening and security operations at the Airport, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.
- A.1.2. TSA shall not be responsible for any restoration costs when such cost is the result of County's request to remove or relocate TSA equipment.
- A.1.3. The right to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to County and coordinate their screening activities with County whenever possible. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph.

- A.1.4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by County, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.
- A.1.5. County will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other Airport tenants, including payment of applicable fees, if any.
- A.1.6. TSA is responsible for its own telecommunications services; however, TSA may adhere to County policy on shared tenant services and utilize the telephone line service of the shared tenant services system provided by County, if any, upon payment of any applicable charges pursuant to a separate or modified agreement between County and TSA.
- A.1.7. TSA agrees to coordinate with County so as to not overload the electrical, plumbing, or HVAC systems associated with the Space.
- A.1.8. TSA will not install or caused to be installed equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry.
- A.1.9. County will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
- A.1.10. With the prior consent of TSA, such consent not to be unreasonably withheld, County may enter the Space used by TSA for the performance of County's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, County will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.

ARTICLE V – COMMENCEMENT DATE AND TERM

This Agreement shall commence on June 1, 2013 the "Commencement Date" and shall continue for one (1) year or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner. Unless this Agreement is terminated as provided in Article XV, on each anniversary of the Commencement Date (the "Rollover Date"), this Agreement shall be automatically renewed for an additional one (1) year. The term of this Agreement shall consist of the first and each additional year, if any, during which this Agreement is in effect (the "Term").

ARTICLE VI - FUNDING AND LIMITATIONS

TSA will obligate funding on this Agreement as designated in the obligating document. Funds in the amount of **\$72,000.00** are hereby obligated and made available by TSA for payment for performance of this Agreement. Reimbursement for metered electric utilities will be funded separately from this Agreement by miscellaneous obligation.

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to County is strictly limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

ARTICLE VII – BILLING PROCEDURES AND PAYMENTS

The United States Coast Guard Finance Center (“FINCEN”) performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment; for information regarding SAM, please refer to <https://www.sam.gov/portal/public/SAM>

The Parties hereby agree to the following:

- A. County has installed separate demand meters (the “Equipment Meters”) measuring electrical consumption by TSA equipment located in the Space (“TSA Electrical Usage”). County hereby certifies that the Equipment Meters measure only TSA Electrical Usage. Electrical usage will be reimbursed per meter readings and current KWH rates as estimated in Exhibit 2M (Estimated Metered Utility Costs).
- B. Upon receipt of a Proper Invoice from vendor for TSA Electrical Usage, TSA shall remit payment for TSA Electrical Usage to County. A Proper Invoice shall have the meaning set forth in Sections VII (E) thru (G) below, except that the invoice must be submitted directly to the Field POC for payment not more than thirty (30) days in arrears and shall contain metered electrical charges determined in accordance with Section VII (A). Notwithstanding the foregoing, if at any point during the Term of this Agreement TSA determines that the Equipment Meters also measure non-TSA electrical usage, then TSA reserves the right, solely in its discretion, to pay only a percentage of the utility charge based on the percentage of the utility consumption that TSA determines is TSA Electrical Usage, to pay County for utility consumption based upon a fixed rate of TSA’s reasonable selection, or to reject utility payment for the period in question in the event appropriated funds are no longer available.
- C. County shall provide janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Space, excluding that portion of the Space associated with TSA’s LMR radio transmitter, at a level generally consistent with the janitorial standards for space throughout the terminal complex and including, at a minimum, the janitorial and cleaning services and service frequencies set forth in Exhibit 3 attached hereto (the “Janitorial Services”).
- D. Upon receipt of a Proper Invoice from County, TSA shall reimburse County for its pro-rata share of County’s cost to provide such janitorial and cleaning services in the Space in an amount calculated in accordance with the cost allocation methodology set forth in Exhibit 4 attached hereto (the “Costs of Janitorial Services”) for the period of service indicated in the invoice. County must accompany any proposal to increase the Cleaning Rate (as detailed in the Costs of Janitorial Services) with supporting documentation; nevertheless, TSA, in its sole discretion, may choose to deny such proposed increase of the Cleaning Rate. In the event the increase is denied, County shall have the right to cease providing services as hereinafter provided. Notwithstanding the foregoing, TSA may enter into contracts with third parties for janitorial and cleaning services, in which case, upon notice from TSA of having entered into such third party contract(s), County shall be relieved of its obligation to provide such services under this Section VII (D), and TSA shall be relieved of its obligation to reimburse County under this Section VII (D). In the event that County chooses to cease providing janitorial and cleaning services and supplies under this Section VII (D), County must give notice to TSA at least ninety (90) days prior to such cessation.
- E. TSA may pay any charges due under this Agreement by electronic funds transfer, check, or other means. Any charges due under this Agreement shall be due in arrears and, to the extent appropriated

funds are available, shall be paid within sixty (60) days of TSA's receipt of a Proper Invoice from County. The Prompt Payment Act, 31 U.S.C. §§ 3901-06, as implemented at 5 CFR 1315, applies to payments made under Agreement. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

- F. Unless otherwise indicated herein, a Proper Invoice shall mean an invoice that is submitted to FINCEN using any one or more of the methods and addresses indicated below, and also transmitted for informational purposes only to the Federal Security Director's (FSD) designated Point of Contact.
- G. A Proper Invoice shall contain the following information:
- G.1. Agreement number
 - G.2. Invoice date
 - G.3. Invoice number
 - G.4. Period of service
 - G.5. Total amount of reimbursement requested with charges calculated in accordance with the attached exhibit(s)
 - G.6. Name and address of airport authority or business name
 - G.7. Point of contact with address, telephone, fax and e-mail address
 - G.8. Tax Identification Number and DUNS number
 - G.9. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
 - G.10. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
 - G.11. Remittance Address
 - G.12. Certification of Requestor, including the following language: "This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the project."
 - G.13. Signature of Requestor's Authorized Representative with Date
- H. Invoices shall be e-mailed, faxed or sent via U.S. mail to FINCEN at the following addresses:
(Please use only one method per invoice submission.)
- Email:
FIN-SMB-TSAINVOICES@uscg.mil
- Fax: (addressed to TSA Invoices)
757-413-7314
- U.S. Mail:
TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111
- I. If County has established Electronic Fund Transfer ("EFT") with FINCEN, County may receive payments under the same EFT document. County shall attach a copy of the EFT document to invoices to ensure payment is applied correctly.

- J. County's failure to submit a Proper Invoice within one (1) year of completion of service for any period of service may, in the sole discretion of TSA, result in delay of payment, reduction of payment, or no payment in the event appropriated funds are no longer available. TSA shall have the right to audit utility charges in accordance with the cost principles for state, local and Indian tribal governments contained in Office of Management and Budget Circular A-87, as revised.

ARTICLE VIII - IMPROVEMENTS OR ALTERATIONS

- A. TSA shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Airport. To the extent required under federal law, TSA's contractors will abide by state and local permitting requirements when making alterations to the Space. County shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.
- B. TSA shall, whenever possible, notify County in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with County. In addition, upon completion, TSA will allow County to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. County will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. part 1520.
- C. Any and all furniture and equipment or other personal property placed or installed within the Space by TSA shall, at TSA's option, remain personal property, notwithstanding the fact that it may be affixed or attached to the Space, and shall remain the property of TSA during the term of this Agreement and, at TSA's option, be removable by TSA at any time from the Space. TSA shall repair, at its sole cost and expense, any damage to the Space and/or Airport property resulting from any additions, improvements, modifications, revisions or other alterations to the Space, including, without limitation, damage resulting from overloading the floors.

ARTICLE IX - GOVERNING LAW

Federal law governs this Agreement. County shall comply with all federal, state and local laws applicable to County as owner of the Airport. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the TSA. County is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts. TSA shall be bound by those clauses to the degree required by federal law.

ARTICLE X - COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

ARTICLE XI - AUDITS

TSA shall have the right to examine or audit relevant financial records for each Airport facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, County shall maintain: project records,

ARTICLE XI - AUDITS

TSA shall have the right to examine or audit relevant financial records for each Airport facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, County shall maintain: project records, technology maintenance records, and data associated with this Agreement, or any part thereof, remains in force and effect, and for a period of three (3) years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under Article XIV, Disputes, regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this Agreement for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This Article shall not be construed to require County, or its contractors or subcontractors who are associated with or engaged in activities relating to this Agreement, 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 procedures.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of entities, their officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Nothing contained in the above two (2) paragraphs shall be deemed a waiver of TSA's sovereign immunity.

ARTICLE XII – AUTHORIZED REPRESENTATIVES

The TSA Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this Agreement, obligate funds and authorize the expenditure of funds.

The TSA COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. County will inform the Contracting Officer in the event that the COR takes any action which is interpreted by County as a change in scope or liability to either party.

TSA Contacts

Contracting Officer

Isabel Roman-Cogswell
Branch Chief, Human Capital and Finance Division
Transportation Security Administration
Office of Acquisition
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-2461
Email: isabel.cogswell@tsa.dhs.gov

Contracting Officer's Representative (COR)

Robert Jackson
Transportation Security Administration
Real Estate Leasing Division
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-3395
Email: robert.jackson7@tsa.dhs.gov

Airport Contacts

Primary Contact

Attn: Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Fax: 561-471-7427

Secondary Contact

Attn: Airport Attorney
Palm Beach County Attorney's Office
301 North Olive Ave, Suite 601
West Palm Beach, FL 33401
Fax: 561-355-4398

ARTICLE XIII - LIMITATIONS ON LIABILITY

- A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

- B. TSA's liability for operations on the Airport shall be in accordance with federal law. TSA, as an instrument of the federal government has sovereign immunity. However, under the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b)(1), 1402(b), 2401(b), 2671-2680, sovereign immunity is waived with respect to certain torts. Under the FTCA, airports, passengers and other aggrieved parties may pursue a claim against TSA for damage to or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of an employee of TSA while acting within the scope of employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend TSA's liability beyond that existing under the FTCA or to preclude TSA from using any defense available at law or equity.
- C. County has the affirmative duty to notify the TSA Contracting Officer in the event that County believes that any act or omission of a TSA agent or employee would increase County costs and cause County to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VII (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If County receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, County must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.
- D. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.
- E. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XIV – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and the Airport Director, on behalf of County. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of County or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations County may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XV – TERMINATION

Either Party may terminate this Agreement by providing written notice. Such notification must be provided no later than sixty (60) days prior to such termination.

ARTICLE XVI - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and County. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

ARTICLE XVII – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each Party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVIII - 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.

A. RELEASE OF TECHNICAL DATA

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

B. RECORDS AND RELEASE OF INFORMATION

All Sensitive Security Information (SSI), as defined in 49 CFR Part 1520, shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

ARTICLE XIX – NO THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or TSA.

ARTICLE XX - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

This Agreement shall bind, and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE XXI - SEVERABILITY

In the event any term, covenant, condition or provision of this Agreement is held by any court or tribunal of competent jurisdiction to be invalid or in conflict with any law, rule, order or regulation of the Federal Aviation Administration or TSA, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

ARTICLE XXII - WAIVER

No failure by either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial compensation (if applicable) or other performance by either Party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

ARTICLE XXIII - ANNUAL APPROPRIATION

Nothing in this Agreement shall obligate County, during any fiscal year, to expend money or incur any liability that involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. County's obligations under this Agreement, which involve the expenditure of money, shall be subject to annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners in accordance with Chapter 129, Florida Statutes, as it may be amended.

ARTICLE XXIV - CONSENT OR APPROVAL

Wherever this Agreement requires the County's consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Airport Director.

ARTICLE XXV - TERMINATION OF PRIOR AGREEMENT

Upon the Commencement Date of this Agreement, that certain License Agreement between County and TSA, dated December 20, 2010 (R-2010-1839), as amended by that certain First Amendment to License Agreement, dated December 6, 2011 (R-2011-1904) (collectively referred to as the "Prior Agreement") shall be terminated in its entirety, provided, however, that any claim, cause of action, or other obligation to County or TSA, then accrued, shall survive said termination of the Prior Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers the day and year first above written.

ATTEST:

SHARON R. BOCK,
COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS CLERK AND
BOARD OF COUNTY COMMISSIONERS

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anne Delgant
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: James Kelly
Director, Department of Airports

United States of America

Signature, Contracting Officer

Isabel Roman-Cogswell

Name printed

Date

END OF AGREEMENT HSTS01-13-H-CKP127

Exhibit 1

Space

See attached.

Exhibit 1
Palm Beach International Airport
Terminal, Level 2

Concourse A/B Security Checkpoint
Approximately 6,430 square feet

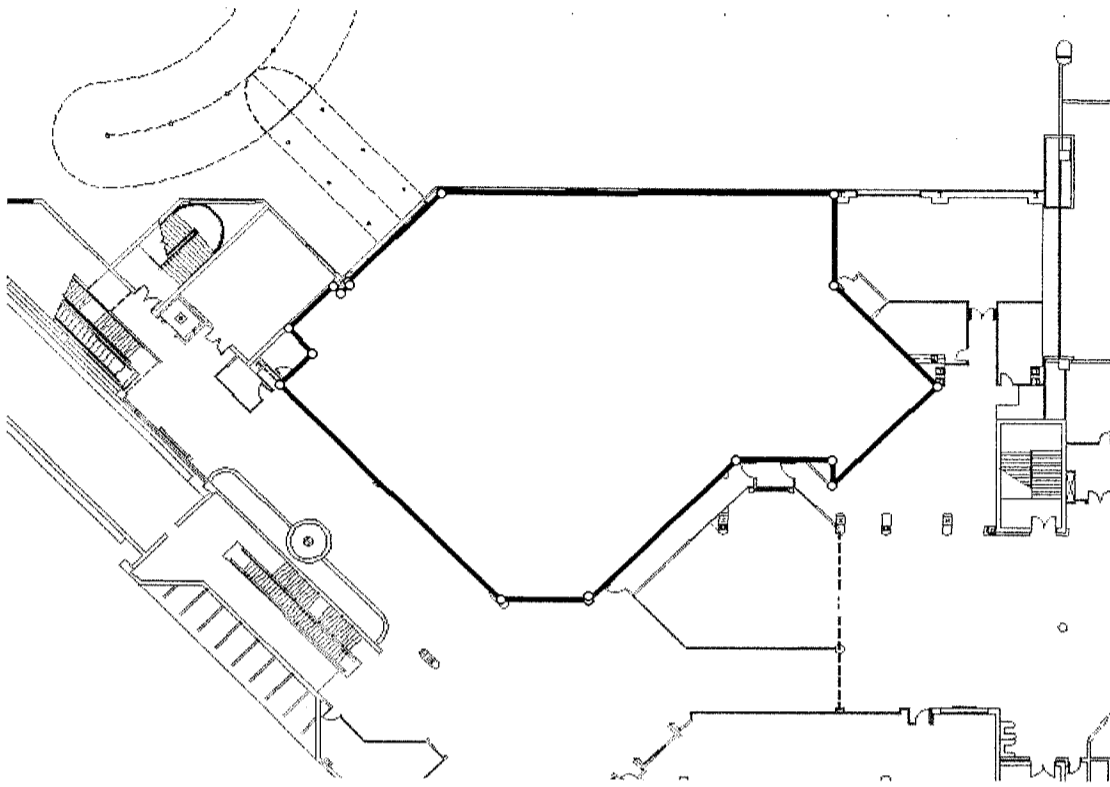


Exhibit 1 – continued
Palm Beach International Airport
Terminal, Level 2

Concourse C Security Checkpoint
Approximately 5,570 square feet

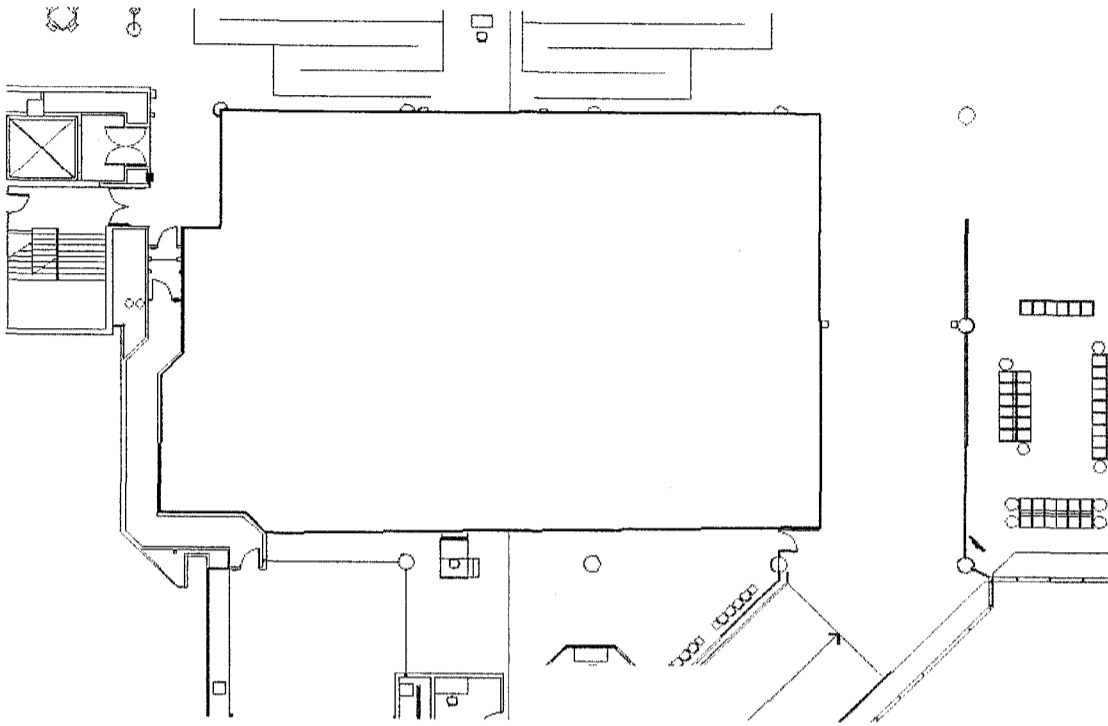


Exhibit 1 – continued
Palm Beach International Airport
Terminal, Level 1

Baggage Make-Up Area
Approximately 32,400 square feet

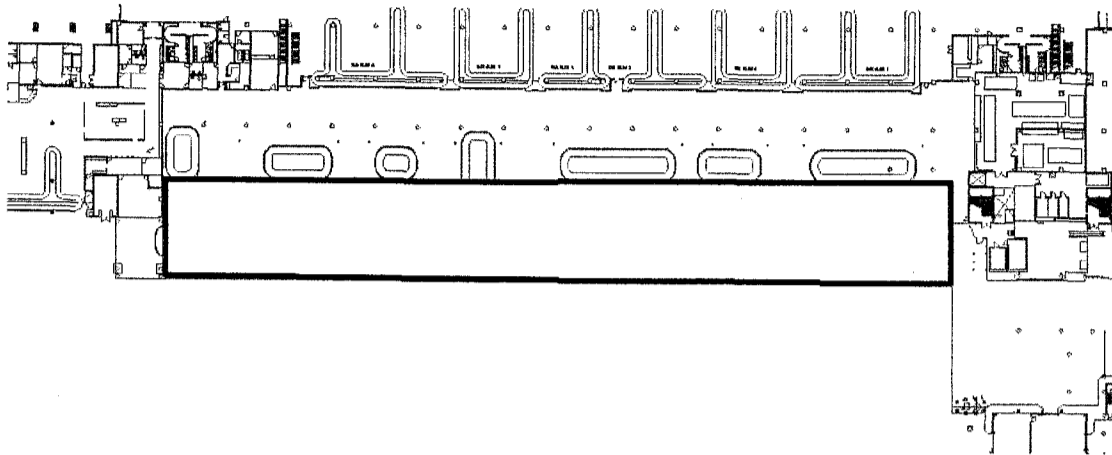
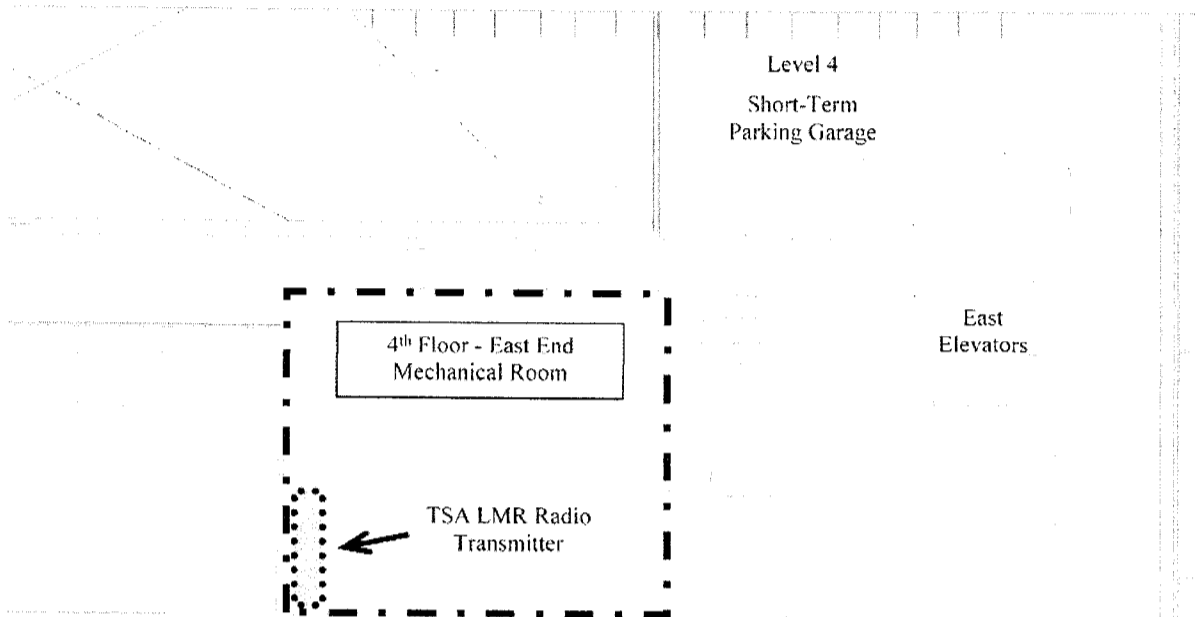


Exhibit 1 – continued
Palm Beach International Airport
LMR Radio Transmitter

(LMR Radio Transmitter)
A portion of the Department of Airports' Mechanical Room,
Palm Beach International Airport Terminal Building, Level 4, East End



Notwithstanding any other provisions of the Agreement to the contrary, the following provisions control as to the portion of the Space use for the LMR Radio Transmitter:

TSA's use shall be limited to non-exclusive use, and shall be limited to the right to install, operate and maintain radio equipment cabinets and related equipment, and the right to install antennae on the roof of the 4th Floor - East End Mechanical Room.

In accordance with Section VII (C) of the Agreement, County shall have no obligation to provide janitorial and cleaning services and supplies as to that portion of the Space associated with TSA's LMR radio transmitter.

Palm Beach County
Other Transaction Agreement
HSTS01-13-H-CKP127

Exhibit 2M

Estimated Metered Electric Costs

See attached.

Checked Baggage Equipment Power Consumption Estimate

Version:	Input Cost per KWH (\$)	\$0.060							
	Equipment	Input Operating Time (Hours):	Input Idle Time (Hours):	Input Turned Off Time (Hours):	Input Number of Machines:	Per Unit Cost per day (\$)	Total Cost per Day	Total Cost per Month	Total Cost per Year
EDS:	InVision CTX-2500 [GE]	16.0				\$2.016	\$0.00	\$0.00	\$0.00
	InVision CTX-5500 [GE]	16.0				\$2.880	\$0.00	\$0.00	\$0.00
	InVision CTX-9000 [GE, Morpho]	16.0				\$9.312	\$0.00	\$0.00	\$0.00
	L3 eXaminer	16.0			10.0	\$5.280	\$52.80	\$1,606.00	\$19,272.00
	UPS	0.0				\$0.000	\$0.00	\$0.00	\$0.00
	CT-80 [Reveal]	8.0				\$1.008	\$0.00	\$0.00	\$0.00
ETD:	Smiths Detection Ionscan 400B [Barringer]	16.0			22.0	\$0.173	\$3.80	\$115.63	\$1,387.58
	Thermo Detection EGIS II	0.0				\$0.000	\$0.00	\$0.00	\$0.00
	Itemiser II [Morpho Detection, GE, Ion Track]	16.0			7.0	\$0.096	\$0.67	\$20.44	\$245.28
	Itemiser DX [Morpho Detection, GE]	16.0				\$1.114	\$0.00	\$0.00	\$0.00
	Smith Detection Ionscan 500DT	16.0				\$0.269	\$0.00	\$0.00	\$0.00
ETP:	EntryScan3e [GE]	16.0				\$1.152	\$0.00	\$0.00	\$0.00
	Smith Detection Sentinel II	16.0				\$4.992	\$0.00	\$0.00	\$0.00
X-Ray Equipment:									
TRX	Rapiscan 520B	16.0				\$1.104	\$0.00	\$0.00	\$0.00
	Rapiscan 522B	16.0				\$1.104	\$0.00	\$0.00	\$0.00
	Rapiscan 519	16.0				\$0.576	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 110 [L3]	16.0				\$1.656	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 208 [L3]	16.0				\$1.656	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 237 [L3]	16.0				\$1.656	\$0.00	\$0.00	\$0.00
	EG&G	16.0				\$1.656	\$0.00	\$0.00	\$0.00
	Heimann 6040i [Smiths Detection]	3.0				\$0.104	\$0.00	\$0.00	\$0.00
	Heimann 7555i [Smiths Detection]	16.0				\$0.552	\$0.00	\$0.00	\$0.00
	Heimann 5030i [Smiths Detection]	16.0				\$1.104	\$0.00	\$0.00	\$0.00
AT1	Rapiscan 620DV	16.0				\$0.960	\$0.00	\$0.00	\$0.00
	Heimann 6040aTiX [Smiths Detection]	16.0				\$1.170	\$0.00	\$0.00	\$0.00
AT2 Scanner	Rapiscan-620DV	16.0			14.0	\$1.171	\$16.40	\$498.74	\$5,984.83
	L3 ACX-6.4MV	16.0				\$1.332	\$0.00	\$0.00	\$0.00
	Smiths Heimann-6040aTiX	16.0				\$1.686	\$0.00	\$0.00	\$0.00
AT2 AVS	Rapiscan-620DV	16.0			14.0	\$0.192	\$2.69	\$81.76	\$981.12
	L3 ACX-6.4MV	16.0				\$0.096	\$0.00	\$0.00	\$0.00
	Smiths Heimann-6040aTiX	16.0				\$0.096	\$0.00	\$0.00	\$0.00
WTMD Equipment:	CEIA 02PN20	3.0			6.0	\$0.007	\$0.04	\$1.31	\$15.77
	Metorex 200D Rapiscan	16.0				\$0.038	\$0.00	\$0.00	\$0.00
	Garrett 6500i Enhanced Metal Detector	16.0				\$0.034	\$0.00	\$0.00	\$0.00
AIT Scanner	Rapiscan-Secure1000	16.0				\$0.883	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	16.0			6.0	\$0.891	\$4.15	\$126.14	\$1,513.73
AIT IO Workstation	Rapiscan-Secure1000	16.0				\$0.096	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	16.0				\$0.096	\$0.00	\$0.00	\$0.00
BLS Equipment:	Thermo Fisher Scientific TruScreen [Ahura]	16.0				\$0.014	\$0.00	\$0.00	\$0.00
	Ceia EMA-MS	16.0				\$0.001	\$0.00	\$0.00	\$0.00
	Smiths Responder	16.0			6.0	\$0.002	\$0.01	\$0.32	\$3.78
CPI Equipment	Spectrum CastScope	16.0				\$0.336	\$0.00	\$0.00	\$0.00
Operational Equipment	Motorola Quantar Repeater/Station	24.0			2	\$0.144	\$0.29	\$8.76	\$105.12

Notes: Operating Time: Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.

Idle Time: Time the system is powered on but not expected to be screening.
 Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.

	Total Cost per Day	Total Cost per Month	Total Cost per Year
Total	\$80.85	\$2,459.10	\$29,509.22

Exhibit 3

Janitorial Services

County or its contractor shall provide the following services, **as applicable**, at the specified frequencies or as needed to accommodate surge conditions:

	SERVICE	FREQUENCY
(a)	Remove trash	Twice Daily
(b)	Vacuum carpets	Daily
(c)	Sweep and mop passenger checkpoint floors	Daily
(d)	Clean screening tables	Daily
(e)	Dust TSA equipment, desks, light fixtures, and any other horizontal surfaces within Space	Weekly
(f)	Mop baggage screening floor areas	Weekly
(g)	Clean divestiture bins	Weekly
(h)	Shampoo carpets	Every two weeks
(i)	Hot water extraction of carpets	Monthly

Janitorial Services shall be performed throughout the Space unless otherwise indicated. Special services, including clean-up of spills, shall be provided immediately upon request of TSA personnel.

Exhibit 4

Costs of Janitorial Services

Cleaning Rate (unloaded)	Total Square Footage	Janitorial Costs
\$1.62163 per square foot per year	44,400 square feet	\$6,000.00 per month or \$72,000.00 annually.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE: Section 30			1. REQUISITION NUMBER 2113203CKP127	PAGE 1 OF 2
2. CONTRACT NO. HSTS01-13-H-CKP127	3. AWARD/EFFECTIVE DATE June 1, 2013	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME: Andrea Adam	b. TELEPHONE NUMBER: 571-227-4627	8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY Real Estate Leasing Division Transportation Security Administration 601 S. 12 th Street Arlington, VA 20598-6017 Attn: Robert Jackson, COR Phone: 571-227-3395 Email: Robert.jackson7@tsa.dhs.gov		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: For <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: NAICS: 488119		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING DO-A3 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Transportation Security Administration Real Estate Leasing Division 601 S. 12 th Street Arlington, VA 20598-6017		16. ADMINISTERED BY Transportation Security Administration Office of Acquisition, Human Capital & Finance Division 601 S. 12 th Street Arlington, VA 20598-6025		
17a. CONTRACTOR/ OFFEROR Bruce V. Pelly, Director of Airports Palm Beach County Palm Beach International Airport Building 846 West Palm Beach, FL 33406-1491 Attn: Michael Simmons Phone: 561-471-7433 Email: msimmons@pbia.org		18a. PAYMENT WILL BE MADE BY Commanding Officer USCG Finance Center 1430A Kristina Way Chesapeake, VA 23326-0624		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE
	HSTS01-13-H-CKP127 is an Other Transaction Agreement (OTA) between TSA and Palm Beach County. This OTA establishes the terms and conditions for the use of space and reimbursement of metered electrical consumption costs and janitorial services at the TSA security checkpoint and baggage area at Palm Beach International Airport (PBIA).			
25. ACCOUNTING AND APPROPRIATION DATA See Continuation Page 2.		26. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY) \$72,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 & 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER Bruce V. Pelly, Director of Airports	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER Isabel Roman-Cogswell	31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (Rev. 3/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

Attachment # 2

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSTS01-13-H-CKP127	Page 2	OF 2
NAME OF OFFEROR OR CONTRACTOR: Palm Beach County			

DUNS: 078470481

TIN: 596000785

1. Purpose

The purpose of this Other Transaction Agreement is to establish the terms and conditions for use of space and obligate funding for janitorial services for the TSA security checkpoint and baggage area at Palm Beach International Airport (PBI). Reimbursement for metered electric utilities will be funded separately from this Agreement by miscellaneous obligation.

2. Period of Performance

June 1, 2013 to May 31, 2014.

3. Obligated Funding

Funding for janitorial services as follows:

	Annual Costs	Pro-rated Monthly Costs	# Months	Obligated Funding
Janitorial Services	\$72,000.00	\$6,000.00	12	\$72,000.00

4. Accounting and Appropriation Data

Funding is obligated in accordance with the following Accounting and Appropriation Data:

Purchase Request #	Item #	Services	Amount	Accounting Code
2113203CKP127	00001	Janitorial	\$72,000.00	5AV123A000D2013ADE020GE0000770064 02642CKP-5903001401040000-2540-TSA DIRECT-DEF. TASK-D

5. Total Obligated Funding

The total obligated funding for this agreement is \$72,000.00.

End of HSTS01-13-H-CKP127