

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>(\$175,200)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>(\$175,200)</u></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X

Budget Account No: Fund 4100 Department 120 Unit 1110 Object 3149
Reporting Category _____

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

Approval of this item will result in the amendment of the FY 2013 Airport's Operating Budget for the receipt of \$175,200 of funding from the Transportation Security Administration. Also included is an increase to Airport Reserves of \$175,200. This funding is a reimbursement for FY 2013 Expenditures.

C. Departmental Fiscal Review: CM Simmer

III. REVIEW COMMENTS

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

[Signature]
OFMB
6/10/13
AM
4-7-13
KSC

[Signature]
Contract Dev. and Control
6-11-13 B. Wheeler

B. Legal Sufficiency:

Anne Helgert 6-17-13
Assistant County Attorney

C. Other Department Review:

Department Director

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

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

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

Funding provided under this Agreement is intended to support a highly visible LAW ENFORCEMENT OFFICER (LEO) presence through **on-site** flexible, fixed, or a combination of the two (hybrid) LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

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 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 TSA screening activities pursuant to the terms of this Agreement. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider will:

- Support TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- Follow an established LE response standard which is mutually acceptable to FSD, Participant and LE service provider.

In addition, the FSD and the participant will determine the appropriate level of participation in TSA's Layered Security Programs (such as Risk Emphasized Flight Screening (REFS), Playbook, Screening Passengers by Observation Techniques (SPOT), Table Top Exercises, Breach Drills and Joint Vulnerability Assessments (JVAs)).

Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), the Airport Security Plan (ASP), regulations, and other authorities regarding LE services as noted above. Should the Participant fail to comply with the provisions outlined in this Agreement, it may face full or partial forfeiture of payment and/or sanctions up to removal from the Program.

TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES

1. Based on the availability of funds, TSA will provide partial reimbursement to the Participant to offset the cost to carry out Aviation LE responsibilities in support of TSA screening activities.

TSA will provide partial reimbursement of the actual/direct costs of "fully burdened" Police Patrol Officers or Equivalent salaries, **up to** the established "not-to-exceed" (NTE) ceiling.

Fully Burdened Rate includes:

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

TSA will NOT cover overhead, overtime rates, or administrative costs.

2. The TSA will process Participant monthly invoices promptly after obtaining FSD signature certifying that work was performed in accordance with the Agreement.
3. The TSA will notify the Participant, promptly and in writing, of any changes in the points of contact for invoicing or other issues involving the Agreement.
4. The TSA will provide on an as-needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security and Law Enforcement topics.

PARTICIPANT RESPONSIBILITIES IN SUPPORT OF TSA SCREENING ACTIVITIES:

1. The Participant agrees to maintain a law enforcement presence and response that is adequate to support each system for screening persons and accessible property. This law enforcement presence provides for the safety and security of persons and property against an act of criminal violence or aircraft piracy, and assists in preventing the introduction of TSA prohibited items.
2. The FSD, in consultation with the Participant, has determined that on-site FLEXIBLE stationing is appropriate. Participant agrees to maintain three (3) LEO(s) in the checkpoint(s) during the hours of screening checkpoint operations each day.

This requirement is subject to change in accordance with the terms outlined in Paragraph #4 on page 1.

3. The Participant will provide monthly invoices to the FSD and to the Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. Monthly invoicing consists of services provided from the 1st day of the month to the last day of the month.
4. Invoices must be submitted to the FSD no later than 45 days after the end of the invoiced period of performance.
5. The Participant will notify the FSD, promptly and 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 FSD and LEO Reimbursement Program Office, promptly and 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. 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.
8. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.
9. In accordance with Federal, State, and Local statutes, the participant will promptly furnish on request incident reports, police reports, and other information dealing with Aviation Security and/or each law enforcement response to transportation security incidents at the airport.
10. The Participant will fully cooperate with regulatory investigations.

11. **OPTIONAL PARAGRAPH TO BE COMPLETED BY THE FSD, IN CONSULTATION WITH THE PARTICIPANT:** Describe any specific LEO support to be provided under this Agreement *that is not included elsewhere in the SQJO* but which would benefit TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:
- LEO patrol of a particular area.
 - Unique assistance to local TSA.
 - Response time less than that specified in the ASP (do not include any SSI to include exact response time, reference a measure or percentage of what is required in ASP).

Note that such additional activities may only include those which can be performed during periods of TSA screening operations, and do not interfere with the LEO's ability to respond to incidents at the screening checkpoints.

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 for 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 Sensitive Security Information (SSI).


Participant Signature, Authorizing Official

May 30, 2013
Date

Bruce V. Pelly
Typed Name

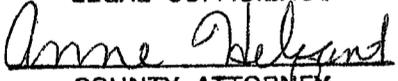
Director of Airports
Title


Federal Security Director (or designee)

6/5/13
Date

Maxine McManaman
Typed Name

Acting FSD
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

COUNTY ATTORNEY

U.S. Department of Homeland
Security
Arlington, VA 22202



Transportation
Security
Administration

March 4, 2013

Subject: Award of Law Enforcement Officer (LEO) Reimbursement Program Other Transactional Agreement (OTA) HSTS0213HSLR043

Dear Mr. Pelly,

This letter is to inform you that the attached award is made to PALM BEACH INTNL AIRPORT FL for the Law Enforcement Officer Program under TSA solicitation HSTS02-12-R-SLR349. As noted in the RFP, the award is based on the amount of available funding. Please note that this award is made unilaterally, and it is not necessary to sign and return the contract document. Your contract number is HSTS0213HSLR043. The amount of the award is \$175,200.00 for the entire contract period of 12 months. The period of performance for this contract is from 10/1/2012 until 9/30/2015.

Reimbursement is limited to actual cost not to exceed rate of \$20.00 per hour and total FY 2013 allocation. Reimbursable activities eligible for partial reimbursement are subject to review, certification, and validation of operational necessity based on the requirements within the Statement of Joint Objectives (SOJO).

Upon receiving confirmation of award [essentially, this self-same Award document] the participant may commence submitting its invoicing thru your office, and thereafter to the Program Office for approval and payment.

The Contracting Officer Representative (COR) for this OTA will be Ms. Aimee Jackson. If you have any questions, issues or concerns, please contact Mr. Edwin Pasha, 571-227-3569, Edwin.Pasha@dhs.gov.

Please sign the SOJO and return to this mail box HSTS02RA@dhs.gov within 2 business days after receipt of this award. If the enclose SOJO have already been sign please disregard.

Sincerely,

A handwritten signature in cursive script that reads "Johnny Hicks".
Contracting Officer's Signature

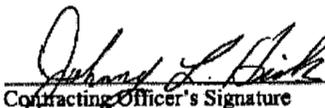
Johnny Hicks
Contracting Officer
TSA Office of Acquisition

Attachment # 2



Transportation
Security
Administration

AWARD

1	AWARD TYPE	2	AWARD NUMBER	3	REQUISITION NUMBER			
	Other Transaction Agreement		HSTS0213HSLR043		2113203SLR043			
4	PARTICIPANT		5 ISSUED BY					
Name & Address: PBI PALM BEACH INTNL AIRPORT FL 1000 James L. Turnage Blvd West Palm Beach, Florida 33406			Name & Address: Transportation Security Administration Threat Assessment & Sector Management (TASM) 10W-409N, TSA-25 601 S. 12 th Street Arlington VA 20598-6025 Email: HSTS02RA@dhs.gov FAX: 703-603-4022					
6	APPLICATION TITLE & DATE							
Law Enforcement Officer Reimbursement Agreement Program HSTS02-12-R-SLR349								
7	PROGRAM PERIOD		8 FISCAL DATA					
Total Program Period 10/1/2012 through 9/30/2015 Funding/Budget Period: 10/1/2012 to 9/30/2013 Effective Date: Date of Signature by TSA Contracting Officer			Federal Share: \$525,600.00 Appropriation No. 5AV134A000D2013ADE010GE000031006100616SLR-5903001114020000-4101-TSA Obligated: \$\$175,200.00					
9	PARTICIPANT PROGRAM COORDINATOR		10 TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COR)					
Mr. Bruce V. Pelly Palm Beach International Airport 1000 James L. Turnage Blvd West Palm Beach, Florida 33406			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: aimee.jackson@dhs.gov					
11	ADMINISTRATIVE DATA		12 FAADS DATA					
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: Florida Congressional District: EIN: 596000785 DUNS: 78470481					
13 AUTHORIZED SIGNATURES								
Not Required			 Contracting Officer's Signature					
Participant's Signature _____		Date _____				March 4, 2013		
TYPED NAME AND TITLE _____						Johnny L. Hicks, Contracting Officer TYPED NAME AND TITLE		

13- 0963

BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
 BGEX 053013/1638
 BGRV 053013/586

Fund 4100 Airport Operating Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/30/2013	REMAINING BALANCE
Revenues								
120-1110-3149	Federal Grant Other-Transport	0	0	175,200	0	175,200		
	Total Receipts and Balances	<u>90,555,004</u>	<u>93,524,810</u>	<u>175,200</u>	<u>0</u>	<u>93,700,010</u>		
Expenditures								
120-9900-9901	Contingency Reserves	8,798,982	11,768,788	175,200	0	11,943,988		11,943,988
	Total Appropriations & Expenditures	<u>90,555,004</u>	<u>93,524,810</u>	<u>175,200</u>	<u>0</u>	<u>93,700,010</u>		

Signatures

Date

By Board of County Commissioners

OFMB

INITIATING DEPARTMENT/DIVISION

[Signature]

5/31/13

At Meeting of

July 2, 2013

Administration/Budget Department Approval

[Signature]

6/10/2013

Deputy Clerk to the Board of County Commissioners

OFMB Department - Posted

[Signature]
6/10/13

Attachment #

3