

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **March 10, 2015** **Consent** **Regular**
 Ordinance **Public Hearing**

Department:
 Submitted By: **Palm Beach County Sheriff's Office**
 Submitted For: **Palm Beach County Sheriff's Office**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **(A) Accept** on behalf of the Palm Beach County Sheriff's Office, a U. S. Department of Homeland Security Transportation Security Administration Grant for continuation of Homeland Security Enforcement at the Palm Beach International Airport, in the amount of \$1,262,500, for the period of January 1, 2015, through December 31, 2019, **(B) Approve** a budget amendment of \$252,500 in the Sheriff's Grants Fund.

Summary: The U.S. Department of Homeland Security Transportation Security Administration (TSA) has awarded a Homeland Security grant to the Palm Beach County Sheriff's Office (PBSO) in the amount of \$1,262,500 for a five years contract period. The budget amendment covers funds for the first calendar year of the contract. Subsequent funding for future years will be authorized through a TSA contract modification. Grant funds will be used to offset the costs associated with the salary and benefits of five (5) deputies and the costs associated with the care of five (5) TSA canines. Reimbursable costs for this award include, but are not limited to: Supplies, such as kennels, vet care, vehicles, and dog food. The purpose of this grant program is to provide maximum coverage during peak airport operating hours and to maintain the ability to promptly respond to threats and suspected threat explosive devices which affect air carrier operations. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. Countywide. (JB)

Background and Justification: The U.S. Department of Homeland Security Transportation Security Administration awards grants for the purpose of providing Homeland Security Enforcement programs. The Palm Beach County Sheriff's Office is responsible for the overall safety and security of the Palm Beach International Airport. The Palm Beach International Airport could be victim to a terrorist attack and therefore every reasonable measure PBSO can take to ensure the safety of the citizen's of Palm Beach County and travelers who utilize this airport is necessary. In our efforts to provide safety and security of this site, PBSO has applied for and was awarded the aforementioned grant to amplify the Homeland Security measures we are taking in Palm Beach County. The grant period is from 01/01/2015 through 12/31/2019.

Attachments:

- 1. Budget Amendment
- 2. Award Letter

RECOMMENDED BY: _____ [Signature] _____ DATE: 1/30/15

DEPARTMENT DIRECTOR

APPROVED BY: for _____ [Signature: Patty Ansell] _____ DATE: 3/3/15

ASSISTANT COUNTY ADMINISTRATOR

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	\$252,500	\$252,500	\$252,500	\$252,500	\$252,500
External Revenues	(\$252,500)	(\$252,500)	(\$252,500)	(\$252,500)	(\$252,500)
Program Income (County)					
In-Kind Match (County)					
<hr/>					
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2274 Object 3129

Reporting Category _____

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

The Transportation Security Administration K-9 Program II is funded by the U. S. Department of Homeland Security Transportation Security Administration Grants Program. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required

Transportation Security Administration K-9 Program II FY15	\$ 252,500
Transportation Security Administration K-9 Program II FY16	\$ 252,500
Transportation Security Administration K-9 Program II FY17	\$ 252,500
Transportation Security Administration K-9 Program II FY18	\$ 252,500
Transportation Security Administration K-9 Program II FY19	\$ <u>252,500</u>
Total Award	\$1,262,500

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
 K/O SC
 2/23
 OFMB
 9/23/15
 2/24/15

[Signature]
 Contract Administration

B. Legal Sufficiency:

[Signature] 3/2/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

15- 0449

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

BBEX 160 022415-983
BORV 160 022415-490

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
160-2274-6943	Transportation Security Administration K-9 Program III <i>Reimbursed Expenses - Other</i>	0	0	252,500	0	252,500		
TOTAL REVENUES		1,519,975	\$2,553,296	\$252,500	\$0	2,805,796		
Expenditures								
160-2274-9498	Transportation Security Administration K-9 Program III Transfer to Sheriff's Fund 1902	0	0	252,500	0	252,500		
TOTAL EXPENDITURES		1,519,975	\$2,553,296	\$252,500	\$0	2,805,796		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval



OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of March 10, 2015

Deputy Clerk to the
Board of County Commissioners

 1/30/15
 2/24/15

SW
2/24/15

Attachment # 1

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



Transportation
Security
Administration

January 8, 2015

[REDACTED]

Subject: Award of National Explosives Detection Canine Program Other Transactional Agreement (OTA)

[REDACTED]

Dear [REDACTED],

This letter is to inform you that the attached award is made to [REDACTED]. As noted 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 [REDACTED]. The total five (5) year estimated cost of the TSA share for the performance of this Agreement is [REDACTED]. The partial funding amount of the award is [REDACTED]. The period of performance for this contract is from [REDACTED] until [REDACTED].

The Contracting Officer Representative (COR) for this OTA will be Ms. Cherie Sexton and Mr. Kurt Allen.

If you have any questions, issues or concerns, please contact Mr. Edwin Pasha, [571-227-3569](tel:571-227-3569), Edwin.Pasha@dhs.gov.

Sincerely,


Contracting Officer Representative

Johnny Hicks
Contracting Officer
TSA Office of Acquisition

Attachment #

2



Transportation
Security
Administration

AWARD


1	AWARD TYPE	2	AWARD NUMBER	3	REQUISITION NUMBER
	Reimbursable Agreement		[REDACTED]		[REDACTED]
4	PARTICIPANT		5 ISSUED BY		
	Name & Address: [REDACTED] [REDACTED] [REDACTED]		Name & Address: Transportation Security Administration. Threat Assessment & Sector Management (TASM) 10W-404N, TSA-25 601 S. 12 th Street Arlington VA 20598-6025 Johnny L. Hicks, 571-227-438, FAX 703-603-4022 email: johnny.hicks@dhs.gov		
6	PROGRAM TITLE				
	TSA National Explosives Detection Canine Team Program (NEDCTP)				
7	PROGRAM PERIOD		8 FISCAL DATA		
	Total Program Period [REDACTED] through [REDACTED] Funding/Budget Period: [REDACTED] to [REDACTED] Effective Date: Date of Signature by TSA Contracting Officer		Estimated Federal Share: [REDACTED] Appropriation No. [REDACTED] Obligated: [REDACTED]		
9	PARTICIPANT PROGRAM COORDINATOR		10 TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COR)		
	[REDACTED] [REDACTED] Phone: [REDACTED] Email: [REDACTED]		Cherie Sexton and Kurt Allen, CORs TSA National Explosives Detection Canine Team Program (NEDTCP) 1900 Oracle Way, Suite 400, NEDCTP Reston, VA 20598 – 6105 Phone: 703-487-0108 E-mail TSACanineFinance@tsa.dhs.gov		
11	ADMINISTRATIVE DATA		12 FAADS DATA		
	Program: Chief Operating Officer Legislative Authority: Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597; 49 U.S.C. § 114(m)(1).		State Code: [REDACTED] Congressional District: [REDACTED] EIN: [REDACTED] DUNS: [REDACTED]		
13	AUTHORIZED SIGNATURES				
	Not Required		 Contracting Officer's Signature January 8, 2015 Johnny L. Hicks, Contracting Officer TYPED NAME AND TITLE		
	Participant's Signature	Date			
	TYPED NAME AND TITLE				

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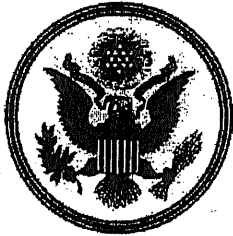
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OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION
NATIONAL EXPLOSIVES DETECTION CANINE TEAM PROGRAM (NEDCTP)**

AND

County of Palm Beach

REGARDING

TSA Certified Explosives Detection Canine Teams

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

HSTS02-15-H-NCP462

ARTICLE I – PARTIES

The parties to this TSA National Explosives Detection Canine Team Program (NEDCTP) Other Transaction Agreement (Agreement) are the Transportation Security Administration (TSA) and **County of Palm Beach** (hereinafter Participant). The TSA and the Participant agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

ARTICLE II – AUTHORIZING LEGISLATION

- A. The Homeland Security Act of 2002, H.R. 5005-8, P.L. 107-296
- B. This Agreement is entered into under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. § 114(m) (1) and 106(l) (6), which authorizes other transaction agreements.

ARTICLE III – PROGRAM DESCRIPTION

The purpose of this Agreement is to set forth the terms and conditions for participation in the TSA NEDCTP. The Participant and the TSA agree to provide TSA certified explosives detection canine teams that will be available to respond to **transportation operating systems under the jurisdiction of the Participant** twenty-four (24) hours a day, seven (7) days per week, with the intent to provide maximum coverage during peak operating hours. The Participant also agrees to maintain the ability to promptly respond to threats at support facilities, rail stations, airports, passenger terminals, seaports and surface carriers that affect public safety or transportation operations. TSA canine teams will conduct training and other canine activities within view of the public, thereby providing a noticeable visible deterrent towards terrorist threats and other criminal activity. The Participant agrees that these TSA certified canine teams will be utilized at least eighty percent (80%) of their time in the transportation environment. The responsibilities and conditions described in the Statement of Joint Obligations (SOJO) are made part of this Agreement as Attachment 1. For a complete list of OTA Attachments, please refer to ARTICLE XXIII.

ARTICLE IV – TRANSPORTATION SECURITY ADMINISTRATION OFFICIALS

The NEDCTP Branch Chief is the Program Officer (PO) and is responsible for monitoring the completion of work and technical performance of the Program or activities described in the application under the SOJO, Attachment 1.

The contact information for the PO and his alternate is listed below:

NEDCTP Branch Chief

Henry Sergent, Branch Chief
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20598 – 6105
Phone: 703.487.0065
E-mail: henry.sergent@tsa.dhs.gov

NEDCTP Contracting Officer Representative (COR)

Cherie Sexton
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20598 – 6105
Phone: 703.487.0108
E-mail: TSACanineFinance@tsa.dhs.gov

NEDCTP Alternate Contracting Officer Representative (ACOR)

Kurt Allen
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20598 – 6105
Phone: 703.487.3213
E-mail: TSACanineFinance@tsa.dhs.gov

NEDCTP Federal Canine Coordinator

FCC Name: Paul Boos
E-mail: paul.boos@tsa.dhs.gov

TSA Contracting Officer

The TSA Contracting Officer (CO) 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.

Johnny L. Hicks, Contracting Officer
Transportation Security Administration
Office of Acquisition
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 517.227.3438
E-mail: Johnny.Hicks@tsa.dhs.gov

ARTICLE V – EFFECTIVE DATE AND FUNDING PERIOD

The effective date of this Agreement is 1 January 2015. The Agreement shall be in effect for a period of five (5) years from the effective date. The Agreement shall be comprised of five (5) one (1) year funding periods, with the base year funding period beginning on the effective date. All funding is subject to the availability of funds.

ARTICLE VI – CONTRIBUTIONS AND FUNDING

- A. The total five (5) year estimated cost of the TSA share for the performance of this Agreement is \$1,262,500. The TSA share is calculated utilizing your current number of authorized¹ teams (5) at \$50,500 per team. Only funding for the base year of performance is provided at the time of OTA award. Funding for years two (2) through five (5) will be provided via OTA modification on an annual basis.
- B. The level of funding available to each participant is a function of the number of teams the participant has deployed² in the field and not the number of authorized teams. The Program will only provide funding for deployed canine teams. As vacancies³ are filled by the participant, additional funds may be added through a Modification.
- C. This Agreement is for the administration and completion of an approved DHS/TSA Program within the Program Period. Agreement funds shall not be used for other purposes.
- D. No transfer of funds to agencies other than those identified in the approved Agreement application shall be made without prior approval of the TSA CO.

ARTICLE VII – REQUEST FOR REIMBURSEMENT

- A. The TSA will reimburse the Participant for amounts expended as outlined in Attachment 2, Reimbursable Items.
- B. Payment by TSA is conditioned upon receipt by TSA of an invoice identifying project costs that have been incurred. The United States Coast Guard (USCG) Finance Center (FINCEN) performs the payment function on behalf of the TSA.
- C. The Participant shall submit a complete and accurate invoice detailing all monthly expenditures no later than thirty (30) days after the submission month to the NEDCTP Field Canine Coordinator (FCC).

¹The maximum number of teams that a participant has been approved for by the program.

²The number of authorized teams that are on the ground or that have been awaiting a handler or canine for less than 90 days.

³The number of authorized teams that have never been filled or that have been awaiting a handler for more than 90 days.

D. The Participant's reimbursement request⁴ formats are acceptable but must include, at a minimum, the following:

- Agreement Number HSTS02-15-H-NCP462
- Request Date
- Tax Identification Number
- DUNs Number
- Dollar amount of reimbursement being requested from the TSA funding with sufficient detail of the items or services being billed for a determination of scope compliance
- The Participant's Point of Contact with contact information
- Signature of the Participant's authorized representative and certification language *"This is to certify that all services set forth herein were performed during the period stated and that incurred costs billed were actually expended for the Project."*

E. Reimbursement requests from the Participant shall follow these procedures:

1. Detailed documentation must be attached for each reimbursement item requested, including original receipts for the purchase of any items or services and appropriate payroll validation for each individual handler's salary, benefits and overtime expenses.
2. Payment will be made upon receipt and review of submitted expenses by the NEDCTP FCC, NEDCTP Contracting Officer's Representative (COR), and TSA CO.

F. TSA will only reimburse for costs incurred in the appropriate funding period.

G. The final Request for Reimbursement must be received within ninety (90) days after the end of the appropriate year's funding period.

H. Invoices must be received by the NEDCTP FCC for the entire twelve (12) month funding period, regardless of remaining funding balances.

I. The Participant shall not request reimbursement or incur costs or obligate funds for any purpose pertaining to the operation or activities of the Program prior to or beyond the expiration date of the OTA.

J. Participant must be registered in the System for Award Management at <https://www.SAM.gov>. Participant must also update their information on an annual basis.

⁴Detailed guidance for submitting reimbursement requests will be provided separately to participant's financial point of contact.

ARTICLE VIII – COST-SHARE/MATCH

This Program has no statutory formula and no matching requirements.

ARTICLE IX – 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 participant shall also maintain sufficient records to show that TSA certified canine teams spent eighty percent (80%) of their time in the TOS they are assigned to. 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 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 X. DISPUTES

- A. When possible, disputes will be resolved by informal discussion between the parties. 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 the Participant or the TSA. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data and a request for relief.
- B. In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the TSA Assistant Secretary or his or her designee. The parties agree that the TSA Assistant Secretary’s decision shall be final and not subject to further judicial or administrative review and shall be enforceable and

binding upon the parties.

ARTICLE XI. TERMINATION

Either the Participant or the TSA may terminate the Agreement by giving written notice to the other party at least ninety (90) 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 the receipt of the letter or the date set forth in the notice. Any costs incurred up to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

ARTICLE XII. WARRANTIES

TSA makes no express or implied warranties as to any matter arising under this Agreement, or as to the merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE XIII. COPYRIGHT

The Participant is free to copyright any original work developed in the course of or under the agreement. The TSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of TSA financial support and a statement that the publication does not necessarily reflect TSA's views.

ARTICLE XIV. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of funding obligated under this Agreement at the time the dispute arose. In no event shall the TSA or the Participant be responsible for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE XV. LIMITATION OF ASSIGNMENT

The Participant may not assign its rights or obligations under this Agreement to any other entity or person without the prior written consent of the TSA.

ARTICLE XVI. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect all proprietary, privileged, or otherwise sensitive information that may come into their possession as a result of this Agreement, including Sensitive Security Information (SSI) and operational information.

ARTICLE XVII. PUBLICITY

All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and Public Affairs. 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.

ARTICLE XVIII. REQUIRED FEDERAL PROCUREMENT PROVISIONS

The Participant and its contractors shall comply with the following:

- A. Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted program.
- B. Federal Acquisition Regulation Clause 52.203-11, "Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions", is incorporated herein by reference into this Agreement.
- C. Contracts awarded by the Participant of this Program must comply with all provisions established by laws and statutes.

ARTICLE XIX – ADDITIONAL CONDITIONS

FOIA: All requests for information, to include those under the Freedom of Information Act (FOIA) 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.

Environmental Requirements: Participants are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation with the initial planning and selection process for this program. Participants are encouraged to coordinate with the TSA Environmental Officers in complying with NEPA and Historic Preservation Act requirements.

Local Permits: Prior to the start of any construction activity, the Participant shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

ARTICLE XX –UTILIZATION AND TRAINING REPORTS

- A. The Participant will submit the Payroll and Utilization Certification Form with their monthly reimbursement request. This form must be signed by the Participant or their designee certifying that the TSA certified explosive detection canine teams were utilized at least eighty percent (80%) of their time in the Participant's Transportation Operating System (TOS).
- B. The Participant will enter Canine team utilization records into the TSA NEDCTP Canine Website System (CWS) within seventy-two (72) hours after the actual searches are completed.
- C. The Participant will enter Canine team training records into the TSA NEDCTP Canine Website System (CWS) within seventy-two (72) hours after actual training has been completed.

ARTICLE XXI – AGREEMENT MODIFICATIONS

- A. Changes and/or modifications to this Agreement shall be in writing and signed by the TSA CO and by an authorized representative of the Participant. 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. Funding modifications may be awarded unilaterally by the TSA CO.
- B. All requests for interpretations of this Agreement or modifications to it shall be submitted in writing to the TSA CO.
- C. Budget Revisions.
 - 1. Proposed budget revisions require the TSA Contracting Officer's written approval prior to execution.
 - 2. Regardless of the amount of funding, the Participant shall obtain prior written approval from the TSA Contracting Officer for any budget revision which would result in the need for additional funds.
 - 3. If an Agreement provides funding for both construction and non-construction activities, the Participant must obtain written approval from the TSA Contracting Officer before making fund or budget transfers from non-construction to construction or vice versa.

ARTICLE XXII – 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 and its attachments 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 modification to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XXIII – ATTACHMENTS AND GENERAL PROVISIONS

A. The following are hereby incorporated in full:

Attachment 1:	Statement of Joint Obligations
Attachment 2:	Reimbursable Items
Attachment 3:	Kennel Facilities
Attachment 4:	Kennel Inspection Form
Attachment 5:	Routine Veterinary Care
Attachment 6:	Canine Requirement
Attachment 7:	EDCT Response
Attachment 8:	Explosives Magazine and Bunker Maintenance
Attachment 9:	CETA Sign In – Sign Out Log
Attachment 10:	Magazine Key Sign In – Sign/Out Log
Attachment 11:	Corrective Action Plan
Attachment 12:	Utilization Certification Form

B. The following are hereby incorporated into this agreement by reference:

1. 31 CFR 205 Rules and Procedures for Funds Transfers

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

End of Agreement Number HSTS02-15-H-NCP462