







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 Transaction Agreement		<b>HSTS02-16-H-SLR765</b>		<b>2116206SLR765</b>
<b>4</b>	<b>PARTICIPANT</b>		<b>5 ISSUED BY</b>		
Name & Address: PBI PALM BEACH INTNL AIRPORT FL 1000 James L. Turnage Blvd West Palm Beach, Florida 33406 Mr. Bruce V. Pelly, 561-471-7474			Name & Address: Transportation Security Administration Credentialing Screening & Intelligence Division (CSID) 701 S. 12 <sup>th</sup> Street Arlington VA 20598-6025 Kurt Allen, 202-253-4220 email: <a href="mailto:kurt.allen@tsa.dhs.gov">kurt.allen@tsa.dhs.gov</a>		
<b>6</b>	<b>APPLICATION TITLE &amp; DATE</b>				
Law Enforcement Officer Reimbursement Agreement Program HSTS02-15-R-SLR800					
<b>7</b>	<b>PROGRAM PERIOD</b>		<b>8 FISCAL DATA</b>		
Total Program Period 02/01/2016 through 12/31/2018 Funding/Budget Period: 02/01/2016 to 07/31/2016 Effective Date: Date of Signature by TSA Contracting Officer			Federal Share: \$986,544.44 Appropriation No. 5AV167A000D2016ADE010GE000031006100616SLR-5903001114020000-4101 \$241,469.04 Obligated: <b>\$241,469.04</b>		
<b>9</b>	<b>PARTICIPANT PROGRAM COORDINATOR</b>		<b>10 TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COR)</b>		
Mr. Bruce V. Pelly PALM BEACH INTNL AIRPORT FL 1000 James L. Turnage Blvd West Palm Beach, Florida 33406 Mr. Bruce V. Pelly, 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 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: Florida Congressional District: EIN: 596000785 DUNS: 078470481		
<b>13 AUTHORIZED SIGNATURES</b>					
<b>Not Required</b>					
Participant's Signature _____		Date _____	Contracting Officer _____		
TYPED NAME AND TITLE _____			TYPED NAME AND TITLE _____		

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

**TERMS AND CONDITIONS**

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**PARTICIPANT: PALM BEACH INTNL AIRPORT FL**

**AGREEMENT NO: HSTS02-16-H-SLR765**

**ARTICLE I – PARTIES**

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the United States of America (hereinafter referred to as the "Government"), Transportation Security Administration (hereinafter referred to as "TSA") and PALM BEACH INTNL AIRPORT FL. The TSA and the PALM BEACH INTNL AIRPORT FL agree to cooperate in good faith and to perform their respective obligations using good faith efforts in executing the purpose of this Agreement.

**ARTICLE II – AUTHORITY**

TSA and the PALM BEACH INTNL AIRPORT FL enter into this Agreement under the authority of the Aviation and Transportation Security Act (ATSA), Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

**ARTICLE III – BACKGROUND AND PURPOSE**

**A. Background**

On November 19, 2001, the President and Congress enacted ATSA, which established TSA as a new Federal agency. ATSA provides authority to the Administrator of TSA to carry out chapter 449 of Title 49 United States Code relating to civil aviation security, including responsibility for ordering the deployment of law enforcement personnel at each airport security passenger-screening location to ensure passenger safety and national security.

Pursuant to 49 U.S.C. § 44903(c) and 49 C.F.R. Part 1542, each airport operator is required to establish an air transportation security program that provides a law enforcement presence and capability at the airport that is adequate to ensure the safety of passengers. This Agreement is part of the joint effort of TSA and the airport operator to deploy sufficient LEOs in support of passenger screening activities at the checkpoint to meet their dual responsibility to ensure the safety of passengers and to counter risks to transportation security.

**B. Purpose of This Agreement**

- I. 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. Both the Participant and TSA recognize that there is a broad range of activities that LEOs engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding under this Agreement is intended to support a dedicated highly visible LEO presence through on-site flexible, fixed, or a combination of the two (hybrid) LEO stationing of the TSA screening checkpoints. For the purposes of this Agreement the acceptable LEO stationing postures are defined as follows:

- a. Fixed Stationing - The on-site LEO is stationed in the TSA passenger screening checkpoint during screening operations.
- b. Flexible Stationing - The on-site LEO is stationed in the vicinity/close proximity of the TSA passenger screening checkpoint, providing an enhanced visible presence/support at the checkpoint.
- c. Hybrid/Combination Stationing - A form of on-site LEO stationing involving both fixed and flexible stationing, which provides a combination of highly visible LEO presence in the checkpoint and in the vicinity/close proximity of the checkpoint

II. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider:

- a. Supports TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- b. Follows an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.
- c. Participates in TSA's Layered Security Programs (appropriate level of participation to be determined by the FSD and Participant).

III. The Participant agrees to maintain a sufficient number of LEOs at or in the vicinity/close proximity of the checkpoint(s) during the hours of TSA screening checkpoint operations each day. The specific number of LEOs and the number of hours assigned to provide dedicated support to the passenger screening checkpoints must be identified in the submission.

IV. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.

V. The Participant will promptly provide incident reports, police reports, and other information when requested by TSA as part of a regulatory investigation.

VI. The Participant will fully cooperate with regulatory investigations.

VII. The Participant shall coordinate all media releases and other contact with or by media on

the terms and conditions of the LEO Reimbursement Agreement shall be referred to the Contracting Officer.

VIII. **Additional Airport Specific Requirements (these requirements will be mutually defined and accepted by both the FSD and the Participant):** Describe any specific LEO support to be provided under this Agreement that is not included elsewhere in the Statement of Joint Objectives (SOJO) which supports TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:

- a. LEO patrol of a particular area.
- b. Unique assistance to local TSA.

***Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and which do not interfere with the LEO's ability to provide immediate response to incidents at the screening checkpoints. For the purposes of this Agreement, response times in excess of 5 minutes are unacceptable. If utilizing Flexible Stationing or Hybrid Stationing, Participant must provide a separate document, password-protected, outlining specific LE response time to non-emergency/routine TSA calls for assistance.***

#### ARTICLE IV – AUTHORIZED REPRESENTATIVES

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

##### A. TSA Contacts:

Contracting Officer (CO)  
Kurt Allen  
701 S. 12th St. Arlington, VA 20598  
Ph: 202-253-4220  
Email: [kurt.allen@dhs.gov](mailto:kurt.allen@dhs.gov)

Program Manager/Contracting Officer's Representative (COR)  
Aimee Jackson  
TSA/LEO Reimbursement Office  
601 S. 12<sup>th</sup> St. Arlington, VA 20598  
Ph: 571-227-1532  
Email: [aimee.jackson@dhs.gov](mailto:aimee.jackson@dhs.gov)

The COR is responsible for providing technical direction and administration under 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. The Participant will inform the Contracting Officer in the event that the COR takes any action

which is interpreted by the Participant as a change in scope or liability to either party.

**B. PARTICIPANT NAME/CONTACT INFO**

**ARTICLE V – EFFECTIVE DATE AND TERM**

This Agreement consists of a 9 month base funding period (unless otherwise noted), which will begin upon award, and two 12-month option periods, which will be exercised at the sole discretion of the TSA. At the conclusion of the base funding period, it is the TSA's intent to provide additional funding on an annual basis.

**ARTICLE VI – FUNDING AND LIMITATIONS**

TSA will provide, subject to the availability of funds, partial reimbursement to Participants to offset the cost to carry out aviation LE responsibilities in support of TSA screening activities. The total estimated cost of this agreement over the base and options periods is \$986,544.44

**ARTICLE VII – BILLING PROCEDURE AND PAYMENT**

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(s).

B. TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in this Agreement and the Statement of Joint Objectives (SOJO). Participant is required to provide mandated LE services regardless of funding level or period funding is received.

C. Requests for reimbursement must be submitted to the FSD or FSD Designee for certification by the end of the month following the monthly period of performance (e.g., request for January's period of performance must be submitted no later than February 28<sup>th</sup>). The Participant will provide monthly invoices to the FSD/TSA designee and/or 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. It is likely that the TSA will develop a maximum rate that will be used for reimbursement purposes. Reimbursement may be at this rate or at the actual cost, whichever is the lesser of the two. This maximum rate will be based on information that will not be available until the submission review process. The TSA reserves the right to modify the maximum rate during the period of performance as necessary to optimize the impact of the program. Currently the maximum hourly rate for reimbursement is actual costs not-to-exceed \$20.00/hr. Monthly invoicing consists of services provided from the 1<sup>st</sup> day of the month to the last day of the month. 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 LEO's fully burdened salary rate as described in the SOJO. Invoices and documentation supporting amount and number of hours billed will be submitted to the FSD no

later than 45 days after the end of the invoiced period of performance.

D. The final Request for Reimbursement is due within 45 days of the end of the Program Period.

E. Include banking information and Dun & Bradstreet (DUNS) number on all SF270's submitted.

F. Participant must be registered in the System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/#1>. Banking information and DUNS number reflected must match information contained in the Participant's SAM account. Inaccurate information may result in payment delays.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

#### **ARTICLE VIII – AUDITS**

TSA shall have the right to examine or audit relevant financial records for each PALM BEACH INTNL AIRPORT FL 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, PALM BEACH INTNL AIRPORT FL shall maintain: project records, technology maintenance records, and data associated with the TSA LEO Program while this Agreement, or any part thereof, remains in force and effect, and for a period of three 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 the "Disputes" provision in Article X 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 the TSA LEO Program for each facility.

PALM BEACH INTNL AIRPORT FL shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred by each facility in the purchase of technologies allowed in the TSA LEO Program, if any. The Contracting Officer, Contracting Officer's Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at PALM BEACH INTNL AIRPORT FL's offices directly responsible for managing the TSA LEO Program.

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 PALM BEACH INTNL AIRPORT FL, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, 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.

#### **ARTICLE IX – LIMITATIONS OF LIABILITY**

A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees that it shall be 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. PALM BEACH INTNL AIRPORT FL has the affirmative duty to notify the TSA Contracting Officer in the event that PALM BEACH INTNL AIRPORT FL believes that any act or omission of a TSA agent or employee would increase PALM BEACH INTNL AIRPORT FL costs and cause the PALM BEACH INTNL AIRPORT FL to seek compensation from TSA beyond Article VI (Funding and Limitations). If the PALM BEACH INTNL AIRPORT FL 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, the PALM BEACH INTNL AIRPORT FL must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

C. No third party shall assert any rights under this Agreement unless expressly provided herein.

#### **ARTICLE X – DISPUTES**

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of PALM BEACH INTNL AIRPORT FL. 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 PALM BEACH INTNL AIRPORT FL 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, PALM BEACH INTNL AIRPORT FL may submit the dispute to the Deputy Assistant Administrator for Acquisition. The decision of the Deputy Assistant Administrator for Acquisition is final unless it is appealed to the TSA Assistant Administrator for Acquisition or designee within sixty (60) days of receipt of the review and, to the extent permitted by law, is final and binding.

#### **ARTICLE XI – TERMINATION**

Either the Participant or TSA may terminate the Agreement by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail to TSA Contracting Officer, 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.

## **ARTICLE XII – CHANGES AND OR MODIFICATIONS**

- A. Changes and/or modifications to this Agreement, with the exception of funding modifications which shall be issued by TSA unilaterally, shall be in writing and signed by the TSA Contracting Officer and 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.
- 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 Project Period can only be authorized in writing by the TSA Contracting Officer.

## **ARTICLE XIII – 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. The 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.

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 XIV – 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 XV – CLAUSE INCORPORATED BY REFERENCE**

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

Agreement Application and Assurances contained therein received by TSA on Proposal due date.

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

### **ARTICLE XVI – CLAUSES INCORPORATED IN FULL TEXT**

#### A. FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

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

#### B. ORGANIZATION STAFFING

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

#### C. 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.

#### D. 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.

#### E. BUY AMERICAN

The Participant, Sub-recipients and contractors receiving funds from this award shall comply with the Buy American Act (41 U.S.C. § 8302) 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.

#### F. TRAFFICKING IN PERSONS

The Participant and its contractors receiving funds from this agreement must comply with the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

### **ARTICLE XVII – MINIMUM QUALIFICATIONS OF LEO PERSONNEL FOR WHICH PARTICIPANT MAY BE REIMBURSED UNDER THIS AGREEMENT**

A. Have authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located:

- A crime committed in the presence of the individual; and
- A felony, when the individual has reason to believe that the suspect has committed it.

B. Be identifiable by appropriate indicia of authority.

C. Be armed with a firearm and authorized to use it.

D. Have completed a training program meeting the requirements of 49 C.F.R. § 1542.217(c) and (d), to include training in:

- The use of firearms;
- The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;
- The responsibilities of law enforcement personnel under the security program; and
- Any other subject TSA determines is necessary.

### **ARTICLE XVIII – PERFORMANCE REVIEWS**

A. The Program Manager shall review the monthly Certification sheets submitted by the FSD.

B. An annual performance review may consist of a comparison of the following:

- LEO evaluation/certification results
- Aviation Security Inspector (ASI) Compliance Reports
- Consolidated invoiced and actual cost reports
- Performance and Results Information System (PARIS) Reports

## List of Attachments

- Statement of Joint Objectives (SOJO)
- Anticipatory Costs Letter – (if Appropriate)

End of Agreement **HSTS02-16-H-SLR765**

**TRANSPORTATION SECURITY ADMINISTRATION  
LAW ENFORCEMENT OFFICER PROGRAM  
STATEMENT OF JOINT OBJECTIVES  
Calendar Years 2016 - 2018  
Attachment 1**

This document defines the responsibilities and conditions that 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 Reimbursement Program (hereinafter referred to as the "Program.") This document also defines the responsibilities and participation of the TSA. Nothing in this Agreement diminishes, eliminates, or otherwise affects the Participant's obligation to adhere to regulatory and other mandated requirements.

The authority to enter into this Agreement is granted by 49 U.S.C. §§ 106(l) and (m), as well as 49 U.S.C. § 114(m). TSA has programmatic authority for the activities undertaken in this Agreement pursuant to 49 U.S.C. §§ 44901(h), 44903(c) and 44922(f), along with 49 C.F.R. §§ 1542.215 and 1544.103. The effective date of the Agreement will be the date of signature by the TSA Contracting Officer.

This Statement of Joint Objectives (SOJO)/Attachment 1 can and should be modified as appropriate to adequately support operational requirements. However, in order for any such modification to be effective, it must be signed by both the Participant and an authorized TSA official. Any modification affecting the funding of this Agreement requires the specific written authorization of 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 support 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.

Per TSA direction, this section has been omitted as it contains Security Sensitive Information (SSI) that is controlled under 49 CFR 1520. Any questions, please contact the Department of Airports.

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 for on-site support of the 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.

<sup>1</sup> Refer to LEO Reimbursement Terminology (Attachment 2) for definitions of these terms.

- Follow an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.

In addition, the FSD and the Participant will determine, where appropriate, the level of participation in TSA's Layered Security Programs, such as Playbook, 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), regulations, the Airport Security Program (ASP), 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. The Participant will be given up to 60 days to take corrective action(s) and rectify any identified compliance issue(s).

#### **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 passenger checkpoint screening and other agreed-upon activities.

TSA will provide partial reimbursement of the actual/direct costs of "fully burdened" 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. TSA will process Participant monthly invoices promptly after obtaining FSD signature certifying that work was performed in accordance with the Agreement.
3. 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. TSA will provide on an as-needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security and LE topics.
5. The FSD and/or FSD designee will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.

#### **PARTICIPANT RESPONSIBILITIES IN SUPPORT OF TSA PASSENGER CHECKPOINT SCREENING AND OTHER AGREED-UPON ACTIVITIES:**

1. The Participant agrees to maintain a law enforcement presence and support 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.

Per TSA direction, this section has been omitted as it contains Security Sensitive Information (SSI) that is controlled under 49 CFR 1520. Any questions, please contact the Department of Airports.

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 first 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 to any authorized TSA representative incident reports, police reports, and other information dealing with Aviation Security and/or each law enforcement response to transportation security incidents at the airport and in connection with TSA administrative inquiries.

Per TSA direction, this section has been omitted as it contains Security Sensitive Information (SSI) that is controlled under 49 CFR 1520. Any questions, please contact the Department of Airports.

10. The Participant will fully cooperate with regulatory and other TSA investigations.
11. The Participant will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.
12. **Required 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 SOJO* which supports TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:
  - a. LEO patrol of a particular area.
  - b. Unique assistance to local TSA.

***Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and do not interfere with the LEO's ability to provide immediate response 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**

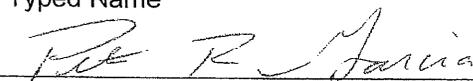
The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement, including Sensitive Security Information (SSI).

  
 \_\_\_\_\_  
 Participant Signature, Authorizing Official

April 11, 2016  
 \_\_\_\_\_  
 Date

Bruce V. Pelly  
 \_\_\_\_\_  
 Typed Name

Director – Dept of Airports  
 \_\_\_\_\_  
 Title

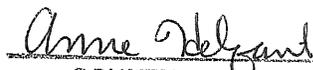
  
 \_\_\_\_\_  
 Federal Security Director (or designee)

3-10-16  
 \_\_\_\_\_  
 Date

Pete Garcia  
 \_\_\_\_\_  
 Typed Name

Federal Security Director  
 \_\_\_\_\_  
 Title

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY

  
 \_\_\_\_\_  
 COUNTY ATTORNEY

Per TSA direction, this section has been omitted as it contains Security Sensitive Information (SSI) that is controlled under 49 CFR 1520. Any questions, please contact the Department of Airports.

## PRE-OTA ANTICIPATORY COSTS

**Palm Beach International Airport** (hereafter referred to as the 'Participant'), is hereby notified that the Transportation Security Administration (TSA)/Office of Law Enforcement/Federal Air Marshals Service/Security Services & Assessment Division/Law Enforcement Officer (LEO) Reimbursement Program is planning to award a new Other Transaction Agreement (OTA). The new LEO OTA, which will take the place of the Participant's current LEO OTA, is planned to take effect on 1 April 2016.

In anticipation of the new OTA, costs incurred from 1 November 2015 through 31 March 2016 will be allowable under the new LEO OTA to the extent they would have been allowable if incurred after the date of the effective date of the new OTA award. Reimbursement of incurred costs will be subject to the terms and conditions of the attached OTA and Statement of Joint Objectives (SOJO), as well as the following:

- Not to exceed amount of \$138,525.44, which is based on the current not to exceed reimbursement rate of \$20.00 and 6,926 hours over the five month period.

If the parties are unable to reach agreement on the terms and conditions of the proposed OTA award, the TSA shall be under no obligation to reimburse the Participant for any costs incurred. Any costs incurred shall not be used as the basis of a claim against, or construed as an obligation of the TSA.

  
\_\_\_\_\_  
(Signature)

**Kurt Allen, Contracting Officer**  
\_\_\_\_\_  
Name and Title

**4/4/16**  
\_\_\_\_\_  
Date

16-0771

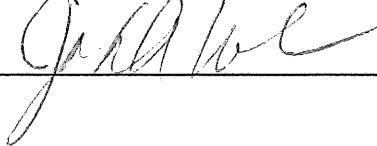
**BUDGET AMENDMENT**  
**BOARD OF COUNTY COMMISSIONERS**  
**PALM BEACH COUNTY, FLORIDA**

Advantage Document Numbers:  
 BGEX 042216/1254  
 BGRV 042216/465

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 04/22/2016	REMAINING BALANCE
<b>Revenues</b>								
120-1110-3149	Federal Grant Other-Transport	0	36,248	241,469	0	277,717		
	<b>Total Receipts and Balances</b>	<u>79,572,312</u>	<u>82,081,812</u>	<u>241,469</u>	<u>0</u>	<u>82,323,281</u>		
<b>Expenditures</b>								
120-9900-9901	Contingency Reserves	8,880,876	11,389,953	241,469	0	11,631,422		11,631,422
	<b>Total Appropriations &amp; Expenditures</b>	<u>79,572,312</u>	<u>82,081,812</u>	<u>241,469</u>	<u>0</u>	<u>82,323,281</u>		

	<b>Signatures</b>	<b>Date</b>	<b>By Board of County Commissioners</b>
OFMB		4/25/16	<b>At Meeting of</b>
INITIATING DEPARTMENT/DIVISION			May 17, 2016
Administration/Budget Department Approval		4/28/16	<b>Deputy Clerk to the Board of County Commissioners</b>
OFMB Department - Posted			

**Attachment #** 2