

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures					
Operating Costs	<u>\$52,060</u>	<u>\$104,120</u>			
External Revenues	<u>(\$52,060)</u>	<u>(\$104,120)</u>			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes X No _____

Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4479
 Reporting Category _____

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

This item authorizes the County to be reimbursed for janitorial services performed by the Airport's janitorial contractor and for electrical costs for TSA's baggage screening equipment and HVAC for TSA's screening space. Both amounts are fixed amounts. The janitorial costs are a pro rata share of the overall anticipated costs under the Janitorial Services At PBI Term Contract (Bid #17-032/LC). Electrical costs are based on TSA's equipment inventory and the consumption table based on the hours of usage at the rate of \$0.0719 per kWh, and HVAC and lighting costs at the rate of \$4.935 per square foot (annual). The figures above represent only the initial term of the OTA, from June 1, 2018 thru May 31, 2019, as the TSA can cancel the OTA after the first year. The OTA will automatically renew each June 1st until May 31, 2023. The reimbursement rates will remain fixed unless amended by both parties.

C. Departmental Fiscal Review: C.M. Simmer

III. REVIEW COMMENTS

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

 Lisa P... 3/26/18 OFMB 3/26/18 3/27/18
 Jacob S. ... 3/27/18 Contract Dev. and Control 3/27/18

B. Legal Sufficiency:
 Anne Delgant 3-28-18
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

	OTA NUMBER:		REQUISITION NUMBER:
	70T01018T9NCKP023		2118208CKP023
	ISSUED TO:		ISSUED BY:
	<p>Palm Beach County 846 Palm Beach International Airport West Palm Beach, FL 33406 Attn: Laura Beebe Title: Deputy Director, Airports Business Affairs Phone: 561-471-7403 Email: laura.beebe@pbia.org</p> <p>EIN: 59-6000785 DUNS: 078470481</p>		<p>Transportation Security Administration Office of Contracting and Procurement Workforce & Enterprise Operations Acquisition Division 601 S 12th Street Arlington, VA 20598-6025 Contract Specialist: Andrea Adam Phone: 571-227-4627 Email: andrea.adam@tsa.dhs.gov</p>
	PROGRAM		
	<p>Program: Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas.</p> <p>Five-Year OTA Period of Performance: June 1, 2018 to May 31, 2023</p> <p>Current Period of Performance: June 1, 2018 to May 31, 2019</p> <p>NAICS: 488119 PSC: S112</p>		
	FISCAL DATA		
	<p>Accounting Line: See page 3 for Accounting and Appropriation Data</p> <p>Total Estimated Five-Year OTA Value: \$780,900.00</p> <p>Current Obligated Amount: \$156,180.00</p>		
	PURPOSE		
	<p>The purpose of this Other Transaction Agreement is to establish the terms and conditions for the use of space and obligate funding for the reimbursement of fixed electrical, HVAC, lighting and janitorial costs at the TSA security checkpoint and baggage screening areas at Palm Beach International Airport (PBI).</p>		
	AUTHORIZED SIGNATURES		
	<p>IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers. Continued on page 2.</p>		

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

Date signed by County: _____

ATTEST:

SHARON R. BOCK

**PALM BEACH COUNTY, a political
subdivision of the State of Florida,
by its Board of County Commissioners**


By: _____
Clerk and Comptroller

By: _____
Melissa McKinlay, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By:  _____
Director, Department of Airports

UNITED STATES OF AMERICA

Contracting Officer's Signature

Sophia Woodward, Contracting Officer

Date _____

1. SCHEDULE OF ITEMS/PRICES

Total estimated OTA value for the base year and four option years:

CLIN	Description.	Period of Performance	Qty	Unit	Pro-Rated Monthly Amount	Annual Amount
00001	Year One: Base OTA Period Fixed TSA Electrical Costs	6/1/2018 to 5/31/2019	12	Month	\$10,816.20	\$129,794.40
00002	Year One: Base OTA Period Fixed Janitorial Costs	6/1/2018 to 5/31/2019	12	Month	\$2,198.80	\$26,385.60
10001	Year Two: Option Period One Fixed TSA Electrical Costs	6/1/2019 to 5/31/2020	12	Month	\$10,816.20	\$129,794.40
10002	Year Two: Option Period One Fixed TSA Janitorial Costs	6/1/2019 to 5/31/2020	12	Month	\$2,198.80	\$26,385.60
20001	Year Three: Option Period Two Fixed TSA Electrical Costs	6/1/2020 to 5/31/2021	12	Month	\$10,816.20	\$129,794.40
20002	Year Three: Option Period Two Fixed TSA Janitorial Costs	6/1/2020 to 5/31/2021	12	Month	\$2,198.80	\$26,385.60
30001	Year Four: Option Period Three Fixed TSA Electrical Costs	6/1/2021 to 5/31/2022	12	Month	\$10,816.20	\$129,794.40
30002	Year Four: Option Period Three Fixed TSA Janitorial Costs	6/1/2021 to 5/31/2022	12	Month	\$2,198.80	\$26,385.60
40001	Year Five: Option Period Four Fixed TSA Electrical Costs	6/1/2022 to 5/31/2023	12	Month	\$10,816.20	\$129,794.40
40002	Year Five: Option Period Four Fixed TSA Janitorial Costs	6/1/2022 to 5/31/2023	12	Month	\$2,198.80	\$26,385.60
Total Estimated Five-Year OTA Value:						\$780,900.00

2. Current Obligated Amount

	Annual Amount	Pro-rated Monthly Amount	Months	Obligated Amount
Electrical Equipment Costs **	\$32,505.36	\$2,708.78	12	\$32,505.36
HVAC and Lighting Costs **	\$97,289.04	\$8,107.42	12	\$97,289.04
Total Electrical Costs	\$129,794.40	\$10,816.20		\$129,794.40
Janitorial Costs **	\$26,385.60	\$2,198.80	12	\$26,385.60
Total Amount	\$156,180	\$13,015		\$156,180.00

** The annual amount has been rounded for invoicing purposes.

3. Accounting and Appropriation Data

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

Purchase Request	Item #	Services	Amount	Accounting Code
2118208CKP023	00001	Electrical	\$129,794.40	5OS189A000D2018SWE070GE00007 7006400648REM-59030011 14020000-233T
2108208CKP023	00002	Janitorial	\$26,385.60	5OS189A000D2018SWE070GE00007 7006400648REM-59030011 14020000-2540
Total Amount			\$156,180.00	

4. Total Obligated Funding

The total obligated funding for this Agreement is **\$156,180.00**.

ARTICLE I – PARTIES (FEB 2017)

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 County (“County”), owner and operator of the Palm Beach International Airport (the “Airport”). 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 (FEB 2017)

TSA and County 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 – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE (FEB 2017)

A. Introduction

ATSA requires TSA to deploy TSA personnel to screen all passengers, property and baggage at all airports and to establish a program to screen cargo and ensure perimeter access security. 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”.)

B. Background

Beginning in 2003, TSA awarded agreements to airport authorities to define the terms and conditions for TSA’s use of federally-mandated checkpoint space at airports and to provide a vehicle for reimbursing electrical consumption and/or janitorial costs for the TSA security checkpoint space.

C. Purpose

- C.1. 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 provide 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.2. This Agreement supersedes all previous agreements and amendments concerning TSA’s reimbursement to County for electrical consumption and janitorial costs at screening checkpoints and baggage areas.

D. 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 reimbursement of electrical consumption and janitorial costs for this checkpoint space at the respective airports.

E. Use of Property

- E.1. County is the owner and operator of that certain airport known as the Palm Beach International Airport, located in Palm Beach County, State of Florida and having an address at 1000 Turnage Boulevard, West Palm Beach, FL 33406 ("Property").
- E.2. This Agreement covers the use of space that TSA reasonably believes is necessary for passenger and baggage screening operations. The specific areas covered by this Agreement (which are referred to herein as "Space") are set out on Exhibit 1, consisting of Exhibit 1A (the "TSA Space Summary") and Exhibit 1B (the "TSA Space Locations") (collectively, the "Space"). 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 County 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 the TSA. TSA's use and occupancy of other areas at the Property, such as offices for the Federal Security Manager and staff and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between County and the U.S. General Services Administration, acting on behalf of TSA.
- E.3. 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 the County may assert in connection with such acquisition.
- E.4. County provides the Space to TSA in "AS IS" condition as of the Effective Date of this Agreement.

F. 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), Airport 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 to Airport, passengers and others entering airport property. Airport 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 (FEB 2017)

TSA'S Operational Activities at Airport

County hereby agrees that TSA has the following rights and privileges:

1. The right to use the Space in connection with its screening and security operations at the Property, 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.
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.

3. The rights to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to Airport and coordinate their screening activities with Airport 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.
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.
5. County will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.
6. TSA is responsible for its own telecommunications services; however, if County has a Shared Tenant Services policy, TSA may use such system upon payment of any applicable charges pursuant to a separate or modified agreement between Airport and TSA. TSA agrees to coordinate with County so as to not overload the electrical, plumbing or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.
7. County will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
8. With the prior consent of TSA, such consent not to be unreasonably withheld, Airport may enter the Space used by TSA for the performance of Airport's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, Airport 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.
9. County is responsible for janitorial services in the TSA passenger and baggage screening areas to include clean-up of bio-hazardous spills in accordance with 29 CFR 1910.1030.

ARTICLE V - EFFECTIVE DATE AND TERM (FEB 2017)

This Agreement shall be effective when signed by the Palm Beach County Board of County Commissioners and TSA's Contracting Officer and shall commence on June 1, 2018 (the "Effective Date") and shall continue for a term of one (1) year (the "Term") or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner.

This Agreement may be extended for four (4) one (1) year terms ("Option Terms") on each anniversary of the Effective Date unless terminated as provided in Article XIII, not to exceed five (5) years.

ARTICLE VI – ACCEPTANCE AND TESTING (FEB 2017) (RESERVED)

ARTICLE VII - FUNDING AND LIMITATIONS (FEB 2017)

For the initial 12-month Term of this Agreement, TSA shall be obligated to pay no more than **\$156,180.00** for performance of this Agreement. Funding of the Option Terms shall be provided upon TSA's exercise of said option. Funding for all option years is subject to the availability of funds.

After the initial 12-month term, annual funding shall be unilaterally awarded by TSA at the current funding level unless County requests an amendment to the Agreement. OTA modifications that amend the Agreement shall be bilaterally awarded.

County shall submit a proposed amendment with all required documentation to substantiate the proposed changes to this Agreement no later than 60 days prior to the current period of performance expiration date. All changes shall become effective upon the execution of a modification to this Agreement. In no event shall TSA be liable for any expenses incurred by County unless previously agreed to by TSA.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT (FEB 2017)

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>.

A. Payment / Performance Provisions

The Parties hereby agree to the following:

- A.1. Upon receipt of a Proper Invoice from County, TSA shall reimburse County for the costs of electrical consumption by TSA screening equipment located in **Exhibit 1A (“TSA Space Summary”)** in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 2A (“Electrical Costs”)** and **Exhibit 2B (“HVAC and Lighting Costs”)** and for the period of service indicated in the invoice.
- A.2. 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 (“Janitorial Services”)**.
- A.3. Upon receipt of a Proper Invoice from County, TSA shall reimburse County for its pro-rata share of Airport’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 (“Janitorial Costs”)** for the period of service indicated in the invoice.
- A.4. 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 Article VIII and TSA shall be relieved of its obligation to reimburse Airport under this Article VIII. In the event that Airport chooses to cease providing janitorial and cleaning services and supplies under this Article VIII, Airport must give notice to TSA at least ninety (90) days prior to such cessation.
- A.5. All reimbursement costs due under this Agreement shall be due after services are received 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.
- A.6. Unless otherwise indicated herein, a Proper Invoice shall mean an invoice that is submitted by County directly to FINCEN using any one of the methods and addresses indicated below. A copy of the invoice may also be transmitted to the TSA Federal Security Director’s (FSD) designated Point of Contact for informational purposes only.

B. Invoicing

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.)

Billing Address:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

Email:

fin-smb-tsainvoices@uscg.mil

Fax: (addressed to TSA Invoices)
757-413-7314

County invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Date
3. Invoice Number
4. Name and Address of the Airport Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail
6. Tax Identification Number
7. DUNS Number
8. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
9. Total Amount of Funds Requesting to be Disbursed by TSA
10. Remittance Address

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.

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 or no payment in the event appropriated funds are no longer available.

ARTICLE IX – AUDITS (FEB 2017)

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 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 XII 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 contracting parties, its 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.

ARTICLE X – AUTHORIZED REPRESENTATIVES (FEB 2017)

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 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

Sophia Woodward
Contracting Officer
Workforce & Enterprise Operations Division
Office of Contracting and Procurement
Transportation Security Administration
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-4580
Email: sophia.woodward@tsa.dhs.gov

Contracting Officer's Representative

Rafiqul Islam
Program Manager
Facilities and Infrastructure Branch
Office of Finance and Administration
Transportation Security Administration
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-5173
Email: rafiqul.islam@tsa.dhs.gov

Airport Contacts

Primary Contact

Laura Beebe
Deputy Director, Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, FL 33406
Phone: 561-471-7403
Email: laura.beebe@pbia.org
Fax: 561-471-7427

Secondary Contact

Palm Beach County Attorney's Office
Attn: Airport Attorney
301 N. Olive Ave., Suite 601
West Palm Beach, FL 33401
Phone: 561-355-2225
Fax: 561-355-4398

ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)

- 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. 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's 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.

- C. 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.
- D. 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 XII – DISPUTES (FEB 2017)

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative 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, Airport 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 to 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 XIII – TERMINATION (FEB 2017)

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS (FEB 2017)

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of 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 XV - CONSTRUCTION OF THE AGREEMENT (FEB 2017)

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.

ARTICLE XVI - PROTECTION OF INFORMATION (FEB 2017)

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

In the event County receives Sensitive Security Information (SSI) pursuant to this Agreement, as defined in 49 CFR Part 1520, the SSI 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 XVII - ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (FEB 2017) (RESERVED)

ARTICLE XVIII – IMPROVEMENTS OR ALTERATIONS (FEB 2017)

- 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 Property. 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 Airport. 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.

ARTICLE XIX – GOVERNING LAW (FEB 2017)

Federal law governs this Agreement. Airport shall comply with all federal, state and local laws applicable to Airport as owner of the Property. 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 XX - 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 XXI - CONSENT OR APPROVAL

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

ARTICLE XXII - WAIVER

No failure by either party to insist upon a 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.

Exhibit 1A

TSA Space Summary

TSA Space	Total Sq. Ft.	Janitorial Sq. Ft.
Total TSA Security Checkpoint Space	12,000	12,000
Total TSA Baggage Screening Space	19,713	6,197
Total TSA Space	31,713	18,197

TSA Space	Total Sq. Ft.	Janitorial Sq. Ft.
TSA Checkpoint Space		
Concourse A/B Security Checkpoint	6,430	6,430
Concourse C Security Checkpoint	5,570	5,570
Total Checkpoint Space	12,000	12,000
TSA Baggage Screening		
Room 1451	13,516	0
Room 1450	3,328	3,328
Room 1455	530	530
Room 1458	1,908	1,908
Room 1454	288	288
Room 1302	143	143
Total Baggage Screening Space	19,713	6,197

Exhibit 1B

TSA Space Locations

**Palm Beach International Airport
Terminal, Level 2**

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

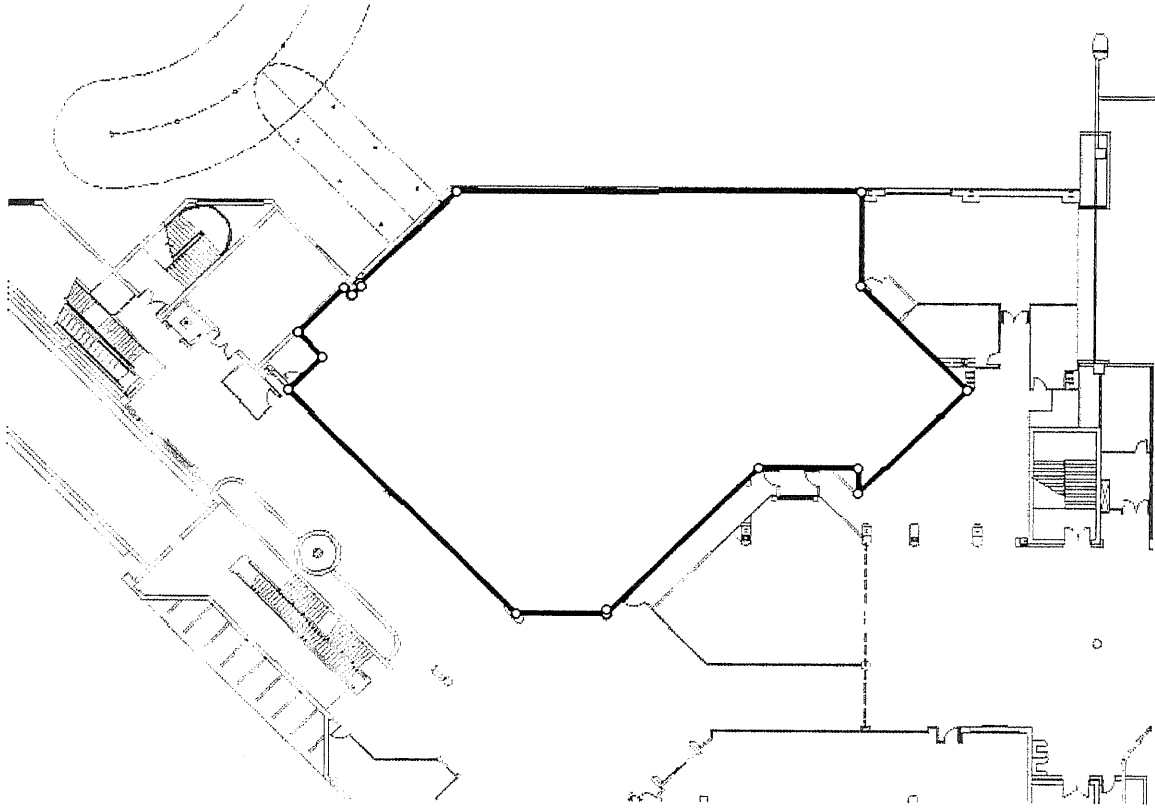


Exhibit 1B – TSA Space Locations, continued

Palm Beach International Airport
Terminal, Level 2

Concourse C Security Checkpoint
Approximately 5,570 square feet

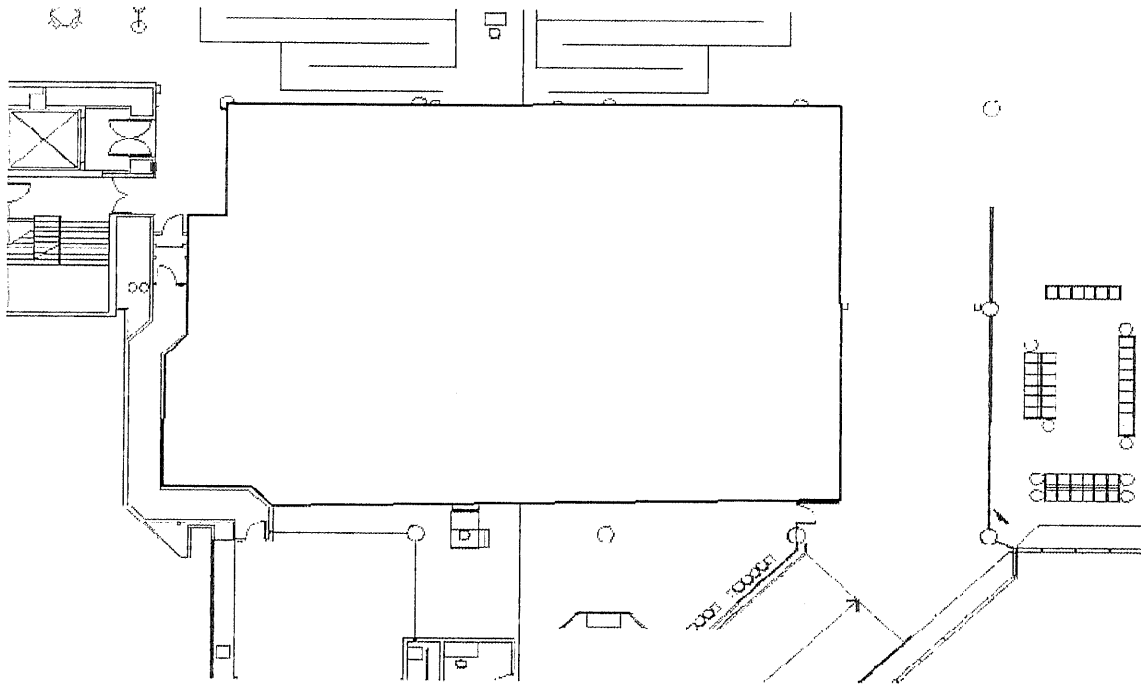
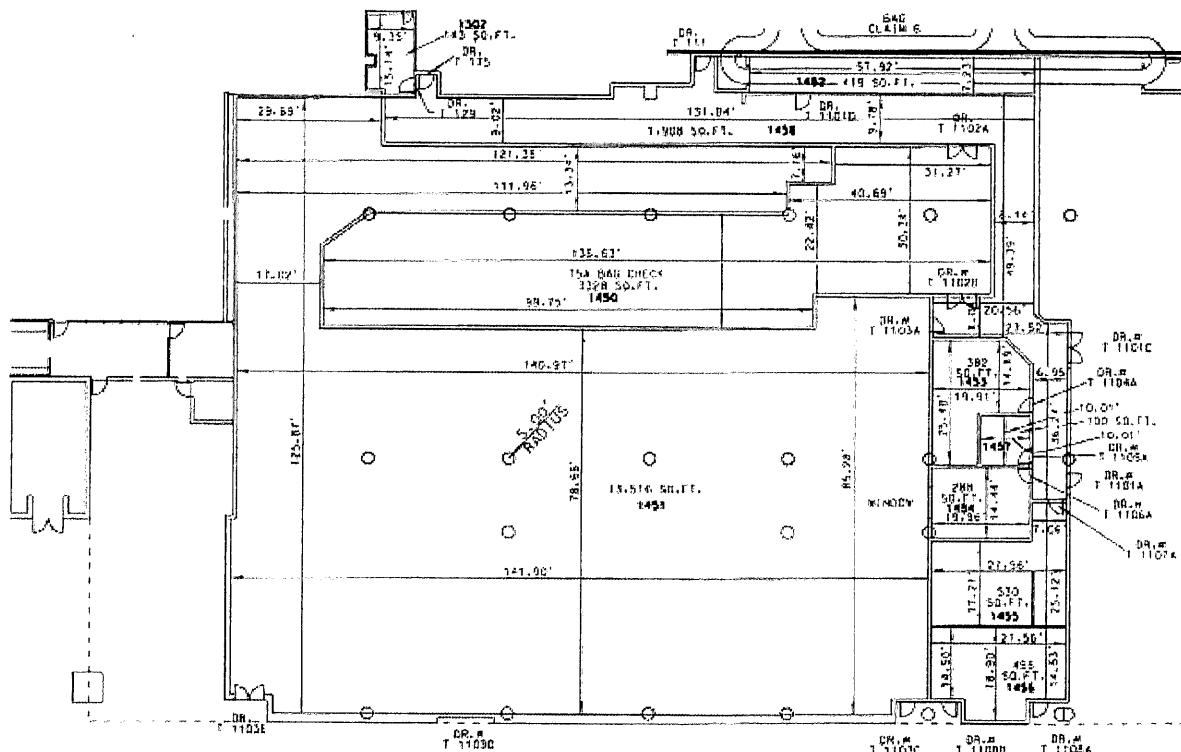


Exhibit 1B – TSA Space Locations, continued

TSA Baggage Screening Space

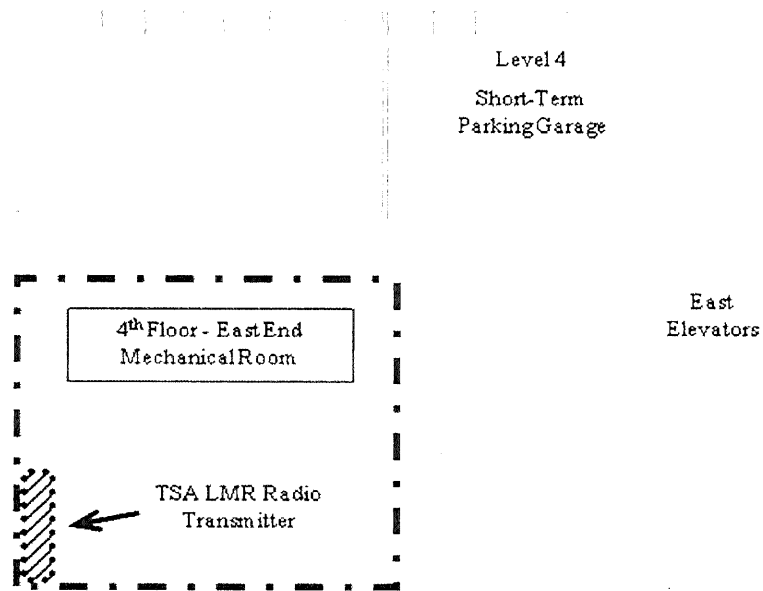


TSA OPERATIONS/SUPPORT AREA

ROOM #	SQUARE FEET
1302	143 SQUARE FEET
1450	3,320 SQUARE FEET
1451	13,516 SQUARE FEET
1454	288 SQUARE FEET
1455	510 SQUARE FEET
1458	1,900 SQUARE FEET
	19,713 SQUARE FEET
1452	419 SQUARE FEET
1453	382 SQUARE FEET
1456	468 SQUARE FEET
1457	100 SQUARE FEET
	1,356 SQUARE FEET
OTHER AREA	1,233 SQUARE FEET
OVERALL	22,302 SQUARE FEET

Exhibit 1B – TSA Space Locations, continued

(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 VIII (A.2) 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.

Exhibit 2A

TSA Electrical Costs

Version 12
updated: 2/22/18
by TSA Staff: T. Nguyen

Exhibit 2A
TSA Screening Equipment Power Consumption Estimate
Palm Beach International Airport
OTA # 70T01018H9NCKP023
June 1, 2018

Version: 12	Input Cost per kWh (\$)	0.0719									
	Equipment	Operating Time (Hours):	Idle Time (Hours):	Turned Off Time (Hours):	Number of Machines:	Per Unit Cost per day (\$)	Total Cost per Day	Total Cost per Month	Total Cost per Year		
EDS:	HVision CTK-2500 (GE)	16.0				\$2,416	\$0.00	\$0.00	\$0.00		
	HVision CTK-5500 (GE)	16.0				\$3,431	\$0.00	\$0.00	\$0.00		
	HVision CTK-9000 (GE, Morpho)	16.0	8.0	0.0	4.0	\$11,150	\$44.64	\$1,357.86	\$16,291.96		
	HVision CTK-9600 (GE, Morpho)	16.0				\$11,150	\$0.00	\$0.00	\$0.00		
	HVision CTK-9600 (GE, Morpho)	16.0				\$11,150	\$0.00	\$0.00	\$0.00		
	I3 xaminer	16.0				\$6,327	\$0.00	\$0.00	\$0.00		
	UPS	16.0				\$1,380	\$0.00	\$0.00	\$0.00		
	CT-80 (Reveal)	16.0				\$2,416	\$0.00	\$0.00	\$0.00		
ETD:	Smith Detection LaserScan 400B (Barringer)	16.0				\$0,207	\$0.00	\$0.00	\$0.00		
	Thermo Detection EGIS II	16.0				\$1,984	\$0.00	\$0.00	\$0.00		
	Rembau II (Morpho Detection, GE, Ion Track)	16.0				\$0,115	\$0.00	\$0.00	\$0.00		
	Rembau DX (Morpho Detection, GE)	16.0				\$0,114	\$0.00	\$0.00	\$0.00		
	Hiproam Sciences GS220B	16.0				\$0,114	\$0.00	\$0.00	\$0.00		
	Smith Detection LaserScan 5000T	16.0	8.0	0.0	24.0	\$0,437	\$10.48	\$314.12	\$3,829.43		
ETP:	EntryScanner (GE)	16.0				\$1,380	\$0.00	\$0.00	\$0.00		
	Smith Detection Sentinel X	16.0				\$5,982	\$0.00	\$0.00	\$0.00		
X-Ray Equipment:											
TRX	Rapiscan 520B	16.0				\$1,323	\$0.00	\$0.00	\$0.00		
	Rapiscan 522B	16.0				\$1,323	\$0.00	\$0.00	\$0.00		
	Rapiscan 519	16.0				\$0,690	\$0.00	\$0.00	\$0.00		
	PerkinElmer Ultrascan 110 (L3)	16.0				\$1,984	\$0.00	\$0.00	\$0.00		
	PerkinElmer Ultrascan 208 (L3)	16.0				\$1,984	\$0.00	\$0.00	\$0.00		
	PerkinElmer Ultrascan 217 (L3)	16.0				\$1,984	\$0.00	\$0.00	\$0.00		
	EG&G	16.0				\$1,984	\$0.00	\$0.00	\$0.00		
	Helmholtz 6040X (Smiths Detection)	16.0				\$0,661	\$0.00	\$0.00	\$0.00		
	Helmholtz 7555I (Smiths Detection)	16.0				\$0,661	\$0.00	\$0.00	\$0.00		
	Helmholtz 5020R (Smiths Detection)	16.0				\$1,323	\$0.00	\$0.00	\$0.00		
AT1	Rapiscan 6200V	16.0				\$1,150	\$0.00	\$0.00	\$0.00		
	Helmholtz 6040aTX (Smiths Detection)	16.0				\$1,902	\$0.00	\$0.00	\$0.00		
AT2 Scanner	Rapiscan 6200V	16.0	8.0	0.0	12.0	\$1,921	\$23.05	\$701.23	\$8,414.72		
	L3 ACX-6-4MV	16.0				\$1,597	\$0.00	\$0.00	\$0.00		
	Smiths Helmholtz 6040aTx	16.0				\$2,020	\$0.00	\$0.00	\$0.00		
AT2 AVS	Rapiscan 6200V	16.0	8.0	0.0	12.0	\$0,345	\$4.14	\$125.37	\$1,511.63		
	L3 ACX-6-4MV	16.0				\$0,115	\$0.00	\$0.00	\$0.00		
	Smiths Helmholtz 6040aTx	16.0				\$0,115	\$0.00	\$0.00	\$0.00		
WTMD Equipment:											
	GEIA 037W40	8.0	8.0	0.0	6.0	\$0,042	\$0.10	\$5.77	\$69.28		
	Metorex 2000 Rapiscan	16.0				\$0,046	\$0.00	\$0.00	\$0.00		
	Garrett 6500 Enhanced Metal Detector	16.0				\$0,040	\$0.00	\$0.00	\$0.00		
AIT Scanner	Rapiscan Secure1000	16.0				\$1,058	\$0.00	\$0.00	\$0.00		
	L3 Prevision-SC100	16.0	8.0	0.0	6.0	\$1,058	\$5.35	\$163.15	\$2,317.83		
AIT IO Workstation	Rapiscan-Secure1000	16.0				\$0,115	\$0.00	\$0.00	\$0.00		
	L3 Prevision-SC100	16.0				\$0,115	\$0.00	\$0.00	\$0.00		
BAS Equipment:											
	Thermo Fisher Scientific Truscreen (Akura)	16.0				\$0,017	\$0.00	\$0.00	\$0.00		
	Carla EMA-MS	16.0				\$0,001	\$0.00	\$0.00	\$0.00		
	Smiths ResponseLab	16.0			10.0	\$0,002	\$0.02	\$0.63	\$7.56		
Operational Equipment	Mototola Quarter Repeater/Station	24.0			1.0	\$0,173	\$0.17	\$5.25	\$62.90		
							Total Cost per Day	Total Cost per Month	Total Cost per Year		
							\$40.06	\$2,706.78	\$32,505.41		
							**	\$2,706.78	\$32,505.36		

** the annual amount is rounded for modeling purposes.

Exhibit 2B

HVAC and Lighting Costs

TSA Checked Baggage Screening Area

	Annual Cost Per Sq. Ft.	Sq. Ft.	Annual Amount
TSA HVAC and Lighting Costs	\$4.935	19,713	** \$97,289.04 annual cost \$8,107.42 monthly cost
** the annual amount is rounded for invoicing purposes.			

	KwH Rate	Sq. Ft		Annual Cost	HVAC Cost psf	Lighting Cost psf	Total HVAC & Lighting psf
Room 1451 **	\$0.0719	13,516.00		\$66,705.12			\$4.935
HVAC	\$0.0719	13,516.00	\$49,688.51		\$3.676		
Lighting	\$0.0719	13,516.00	\$17,016.61			\$1.259	
Room 1450	\$0.0719	3,328.00		\$16,424.58			\$4.935
HVAC	\$0.0719	3,328.00	\$12,234.64		\$3.676		
Lighting	\$0.0719	3,328.00	\$4,189.94			\$1.259	
Room 1455	\$0.0719	530.00		\$2,615.69			\$4.935
HVAC	\$0.0719	530.00	\$1,948.42		\$3.676		
Lighting	\$0.0719	530.00	\$667.27			\$1.259	
Room 1458	\$0.0719	1,908.00		\$9,416.50			\$4.935
HVAC	\$0.0719	1,908.00	\$7,014.33		\$3.676		
Lighting	\$0.0719	1,908.00	\$2,402.17			\$1.259	
Room 1454	\$0.0719	288.00		\$1,421.36			\$4.935
HVAC	\$0.0719	288.00	\$1,058.77		\$3.676		
Lighting	\$0.0719	288.00	\$362.59			\$1.259	
Room BSO #8	\$0.0719	143.00		\$705.75			\$4.935
HVAC	\$0.0719	143.00	\$525.71		\$3.676		
Lighting	\$0.0719	143.00	\$180.04			\$1.259	
Total		19,713.00		\$97,289.00			\$4.935

Exhibit 3

TSA 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 in Checkpoint Screening area	Twice Daily
(b) Remove trash in Baggage Screening area	Once Daily
(c) Vacuum carpets	Daily
(d) Sweep and mop Passenger Checkpoint floors	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, to include the clean-up of bio-hazardous spills, shall be provided immediately upon request of TSA personnel.

Exhibit 4

TSA Janitorial Costs

Annual Cleaning Rate Per Sq. Ft.	Janitorial Space Sq. Ft.	Annual Janitorial Amount
\$1.45	18,197 square feet	** \$26,385.60 annually \$2,198.80 monthly ** the annual amount is rounded for invoicing purposes.

Janitorial Cost Summary	Sq Ft	Sq Ft %	Annual Janitorial Rate psf	Annual Amount	Pro-rated Monthly Amount
TSA janitorial services are provided by the Airport's janitorial contractor.	1,800,000	100%	\$1.45	\$2,611,707.50	
TSA Janitorial Space	18,197	1.01%	\$1.45	\$26,385.65	\$2,198.80
				** \$26,385.60	
				** rounded annual amount	
TSA Janitorial Space	Sq Ft				
Checkpoint Space					
Concourse A/B	6,430				
Concourse C	5,570				
Total Checkpoint Space	12,000				
Baggage Screening Space	6,197				
Total TSA Space	18,197				