

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>(\$72,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$72,000)</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

(Handwritten initials)

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

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

Approval of this item will result in the amendment of the FY 2021 Airport's Operating Budget for the receipt of \$72,000 of funding from the Transportation Security Administration. Also included is an increase to Airport Reserves of \$72,000. This funding is a reimbursement for FY 2021 Expenditures.

C. Departmental Fiscal Review: *Webster*

III. REVIEW COMMENTS

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

Lisa Mank 3/25/21
 OFMB *LM* 3/25/21

Jan J. Jacobus 3/31/21
 Contract Dev. and Control
 3-31-21

B. Legal Sufficiency:

Anne Delgant 4-6-21
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

OTHER TRANSACTION AGREEMENT

OTA NUMBER		REQUISITION NUMBER	
70T02021T6114N251		PR216114E224	
ISSUED TO		ISSUED BY	
Name & Address: PALM BEACH, COUNTY OF 301 NORTH OLIVE AVENUE, SUITE 203, WEST PALM BEACH, FL 33402, US EIN: 596000785 DUNS: 078470481 LOCATION ENTITY CODE:		Name & Address: CREDENTIALING, SCREENING & INTELLIGENCE ANALYSIS 6595 Springfield Center Drive Springfield, VA, 22150, US Email: kurt.allen@tsa.dhs.gov	
PROGRAM TITLE			
Program		LAW ENFORCEMENT OFFICER	
Overall Period of Performance		01/01/2021 - 12/31/2023	
NAICS			
PSC			
FISCAL DATA			
See Continuation Page			
Total Obligated Amount:	\$72,000.00	Total Agreement Value:	\$876,000.00
PURPOSE			
Reimbursement of TSA Law Enforcement Officers (LEOs) at TSA Screening Checkpoints			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
NOT REQUIRED			
Participant's Signature	Date	// Signed / ALLEN, Mr. KURT D	12/31/2020
		Contracting Officer's Signature	Date
TYPED NAME AND TITLE		ALLEN, Mr. KURT D	MR.
		TYPED NAME AND TITLE	

OTHER TRANSACTION AGREEMENT

<p>0001</p>	<p>PBI – Establishing a new LEORP Agreement and subject to the availability of funds. Reimbursement for activities eligible for partial reimbursement based on the requirements within the Statement of Joint Objective. POP 1/1/21 – 3/31/21</p> <p>Total CY21 Allocation: January 1, 2021 thru March 31, 2021 (90 Days) 3,600 hours @ 20.00/hr = \$72,000.</p> <p>Reimbursement is limited to actual costs not to exceed rate of \$20.00 per hour and total FY2021 Allocation. Reimbursable activities eligible for partial reimbursement are subject to review, certification, and validation of operational necessity based on the requirements within the Statement of Joint Objectives (SOJO).</p> <p>POP: 1/1/21 - 3/31/21</p> <p>ACQ POC: Kurt Allen</p> <p>Requisition Number(s): PR216114E224</p> <p>Accounting Info: 2021 0550000A002122DD F270F210F000 5913943100 T21D172700 410019 61000000 6114000000 14SLR12AR2 010103 000000 000000 000000 0 0 0 0</p> <p>Obligated Amount: \$72,000.00</p> <p>Period of Performance 1/1/2021 - 3/31/2021</p>	<p>\$876,000.00</p>
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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 OF . The TSA and the PALM BEACH COUNTY OF 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.

(End of Article)

ARTICLE II - AUTHORITY (FEB 2017)

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

(End of Article)

ARTICLE III - INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE (AUG 2018)

A. Introduction

The Law Enforcement Officer Reimbursement Program (LEO RP) was established to provide partial reimbursement to airport operators to provide on-site, highly visible LEO presence through flexible, fixed, or a combination of the two (hybrid) support of the passenger screening checkpoint. State and local LE agencies play a critical role in security at airports. They are the primary responders to any incident within the airport perimeter.

B. 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.

C. 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; focused on passenger screening checkpoint support. 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.

These Agreements are intended to be customized in order to address airport-specific security requirements, and are updated as necessary based on changing circumstances. Such changes and revisions are to be made by the cognizant TSA Federal Security Director (FSD), in consultation with the airport operator and other stakeholders as appropriate. Therefore, many OTAs call for the flexible stationing of LEOs, while others require a combination of fixed and flexible (hybrid) stationing.

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).

d. Provides a minimum of 730 LE support hours per year.

e. Provides consistent LE support during the hours of TSA checkpoint operations.

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. For LEO RP purposes, LEO support of screening begins up to 1 hour prior to scheduled departure and remains up to 30 minutes after wheels up. 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 related to the Agreement with the FSD; 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 LEOs' ability to provide immediate response to incidents at the screening checkpoints. For the purposes of this Agreement, LEO response times in excess of 5 minutes are unacceptable. If utilizing Flexible Stationing or Hybrid/Combination Stationing, Participant must include specific LE response times to non-emergency/ routine TSA calls for assistance and details of LEO support being provided in support of passenger screening in this section.

IX. (REQUIRED) PARAGRAPH TO BE COMPLETED BY THE FSD, IN CONSULTATION WITH THE PARTICIPANT: If utilizing Flexible Stationing or Hybrid/Combination Stationing: Participant must describe specific LE response times to non-emergency/ routine TSA calls for assistance and details of LEO support being provided in support of passenger screening.

(End of Article)

ARTICLE IV - RESPONSIBILITIES (AUG 2018)

The Participant agrees to provide on-site qualified law enforcement services, 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.

Both the Participant and TSA recognize that there is a broad range of activities that Law Enforcement Officers (LEOs) engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding provided under this Agreement is intended to support a highly visible LEO presence through on-site flexible, fixed, or a combination of the two (hybrid)¹ LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

At locations where the Agreement allows for such flexible or hybrid stationing and it is appropriate based on security needs and the configuration of the airport, LEOs may patrol in front of screening checkpoints, throughout baggage drop areas, near retail and food concessions, and in other public areas. However, in order to be eligible for partial reimbursement by the LEO RP the primary focus of the officers' activities must still be on providing dedicated checkpoint support. Program participants are required to provide a consistent, highly visible law enforcement presence at the checkpoint(s) during operational hours.

Unless a waiver has been granted² in writing from an authorized TSA official, 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:

- Ø Provide consistent support of TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- Ø 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 Advanced Threat Local Allocation Strategy (ATLAS), Table Top Exercises, Breach Drills, and Joint Vulnerability Assessments (JVAs).

Additional, airport specific requirements/reimbursable activities will be outlined in the Statement of Joint Objectives.

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

(End of Article)

ARTICLE V - EFFECTIVE DATE AND TERM

The Agreement will have a one (1) year base funding period, beginning on the effective date of award. At the conclusion of the base funding period, it is the TSA's intent to unilaterally provide two additional one (1) year funding periods, for a total of three (3) years. The TSA reserves the right to unilaterally fund the Agreements beyond this period, however, in no circumstances will the Agreement be funded longer than five (5) years.

ARTICLE VII - OBLIGATION AND PAYMENT (AUG 2018)

A. Obligation.

The Government's liability to make payments to the Awardee is limited to only those funds obligated under this Agreement or by amendment to the Agreement.

B. Limitation of Government Obligation.

The Government's share for full performance of this Agreement is \$876,000.00. Of this amount, only \$ 72,000.00 is allotted and currently available for payment. In no event is the Government obligated to reimburse PALM BEACH COUNTY OF for expenditures in excess of the total funds currently allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this Agreement by unilateral modification, until the total Government share is fully funded. However, the Government cannot guarantee full funding.

The entities agree that if additional funds are not allotted, this Agreement may be terminated. PALM BEACH COUNTY OF is

not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the Contracting Officer, plus PALM BEACH COUNTY OF's corresponding share (if any), until the Contracting Officer notifies PALM BEACH COUNTY OF in writing that the amount allotted by the Government to the Agreement is increased.

No Contracting Officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341), unless otherwise authorized by law.

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.

(End of Article)

ARTICLE VIII - BILLING PROCEDURE AND PAYMENT (AUG 2018)

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/SAM/>.

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.

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 28th). The Participant will provide monthly invoices, using TSA Form 3503 (2/18) rev. [File:2800.15], 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.

Monthly invoicing consists of services provided from the 1st 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 more than 45 days after the end of the monthly period of performance; invoices submitted more than 45 days after the end of the performance period may be rejected.

The final Request for Reimbursement is due within 45 days of the end of the Program Period and must be annotated as final.

Include the Tax Identification Number and the Electronic Funds Transfer (EFT) Banking Information with the Request for Reimbursement. Please note that this information must be consistent with the information in the Participant's SAM account. Inaccurate information may result in delayed payment.

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.

(End of Article)

ARTICLE IX - AUDITS (FEB 2017)

TSA shall have the right to examine or audit relevant financial records for each PALM BEACH COUNTY OF 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 COUNTY OF shall maintain: project records, technology maintenance records, and data associated with this LAW ENFORCEMENT OFFICER REIMBURSEMENT PROGRAM (LEORP) 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 LAW ENFORCEMENT OFFICER REIMBURSEMENT PROGRAM (LEORP) 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 PALM BEACH COUNTY OF, 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.

(End of Article)

ARTICLE X - AUTHORIZED REPRESENTATIVES (FEB 2017)

TSA Contacts

- ALLEN, Mr. KURT D
- kurt.allen@tsa.dhs.gov
- _____

- JEAN, Mr. YARLEY F
- yarley.jean@tsa.dhs.gov
- _____

PALM BEACH COUNTY OF Contacts

- _____
- _____
- _____

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. The PALM BEACH COUNTY OF will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the PALM BEACH COUNTY OF as a change in scope or liability to either party.

(End of Article)

ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)

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.

PALM BEACH COUNTY OF has the affirmative duty to notify the TSA Contracting Officer in the event that PALM BEACH COUNTY OF believes that any act or omission of a TSA agent or employee would increase PALM BEACH COUNTY OF costs and cause the PALM BEACH COUNTY OF 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 the PALM BEACH COUNTY OF 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 COUNTY OF must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

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.

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

(End of Article)

ARTICLE XII - DISPUTES (AUG 2018)

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of PALM BEACH COUNTY OF. 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 COUNTY OF 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 COUNTY OF may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

(End of Article)

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 PALM BEACH COUNTY OF. 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.

(End of Article)

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.

(End of Article)

ARTICLE XVI - PROTECTION OF INFORMATION (AUG 2018)

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. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI is the 49 C.F.R. Part 1520 (<http://ecfr.gpoaccess.gov/>). All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the ENTITY NAME PALM BEACH COUNTY OF would fall under the provision of 49 CFR § 1520.7(k): Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the Agreement Holder. The Agreement Holder shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the SSI Quick Reference Guide for DHS Employees and Contractors.

(Non-Disclosure Agreements (NDAs)). The Contracting Officer will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one

B. Publicity and Dissemination of Agreement Information

The Agreement holder shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement without the prior written consent of the Contracting Officer. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in Management Directives 1700.3 and 1700.4. The Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

(End of Article)

ARTICLE XX- 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, or

- 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; and
- 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.

Category III and Category IV airports may apply to TSA for a waiver in order to be reimbursed for their provision of Armed Security Guards who do not fully meet all of the above qualifications. TSA will review the qualifications of any such guards proposed to provide LE support on a case-by-case basis, to include these individuals' arrest authority and any law enforcement training they undergo, to determine-- in the agency's sole discretion-- whether they are sufficient for Program purposes.

ARTICLE XXI - 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
- Performance Measurement Information System (PMIS) Reports
- Airport Information Management System (AIM)

ARTICLE XXII - LIST OF ATTACHMENTS (FEB 2017)

Attachment 1 – Statement of Joint Objectives (SOJO)

Attachment 2 – LEO Reimbursement Program Terminology

ARTICLE XIII - TERMINATION (AUG 2018)

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.

(End of Article)

**TRANSPORTATION SECURITY ADMINISTRATION
LAW ENFORCEMENT OFFICER PROGRAM
STATEMENT OF JOINT OBJECTIVES
Calendar Years 2021 – 2023**

Attachment 1

This document defines the responsibilities and conditions that the Palm Beach County/Palm

Beach International Airport (PBI) (hereinafter referred to as the "Participant") agrees to as part of the Transportation Security Administration (TSA) Airport Law Enforcement Personnel Reimbursement Program (hereinafter referred to as the "Program.") This document also defines the responsibilities and participation of the TSA.

This Agreement may include terms above and beyond regulatory requirements, to include those outlined in an Airport Security Program (ASP). Any such terms are intended to supplement, rather than replace or modify, applicable regulatory requirements. Nothing in this Agreement and other mandated requirements affects the Participant's obligation to adhere to regulatory

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, through the Palm Beach County Sheriff's Office (PBCSO) 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 (series), regulations, and other authorities regarding law enforcement services.

Both the Participant and TSA recognize that there is a broad range of activities that Law Enforcement Officers (LEOs) engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding provided under this Agreement is intended to support a highly visible LEO presence through on-site flexible, fixed, or a combination of the two (hybrid)¹ LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

Unless a waiver has been granted² in writing from an authorized TSA official, regardless of their position or title any individual who provides law enforcement support as outlined in this

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

² Only Category III and Category IV airports may be eligible for reimbursement for their provision of Armed Security Guards who do not fully meet all of the qualifications set forth in 49 C.F.R. § 1542.217. TSA has sole discretion and authority in determining whether the qualifications of any such individuals proposed by an airport are sufficient for Program purposes.

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:

- Provide consistent support of TSA's screening operations, including responding in person to calls involving attempts to bring prohibited items through the checkpoint, suspicious persons, suspicious circumstances, duress alarms, disorderly persons, and similar incidents and tasks.
- 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 Advanced Threat Local Allocation Strategy (ATLAS), 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 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 may 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; focusing on checkpoint support.

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.
2. The FSD, in consultation with the Participant, has determined that on-site ~~HYBRID/COMBINATION~~ stationing is appropriate. Participant agrees to maintain, on a reimbursable basis, ~~2 LEO(s)~~ to provide visible Law Enforcement presence in the vicinity of the screening checkpoint(s) during the hours of checkpoint operations each day.³

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

3. The Participant will provide monthly invoices to the FSD and to the Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. Monthly invoicing consists of services provided from the 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 related to the Agreement with the FSD; other contact with or by media on the terms and conditions of the LEO Reimbursement Agreement shall be referred to the Contracting Officer.

³ 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. **Please note that LEO response times in excess of 5 minutes are unacceptable.** Additionally, a separate document shall be attached to the SOJO describing, graphically and/or in writing, the area of the airport comprising the "vicinity of the checkpoint."

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.
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.


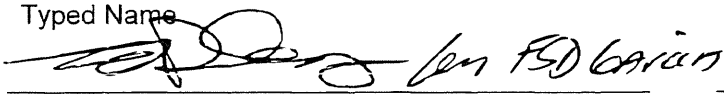
Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and which do not interfere with the LEOs' ability to provide immediate response to incidents at the screening checkpoints. For the purposes of this Agreement, LEO response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

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	<u>November 17, 2020</u> Date
Laura Beebe Typed Name	Director, Palm Beach County Department of Airports Title
 Federal Security Director (or designee)	<u>5/8/2020</u> Date
Pete Garcia Typed Name	Federal Security Director - PBI, Transportation Security Administration Title

Approved as to Form and Legal Sufficiency

By: 
County Attorney

Law Enforcement Officer (LEO) Reimbursement Program

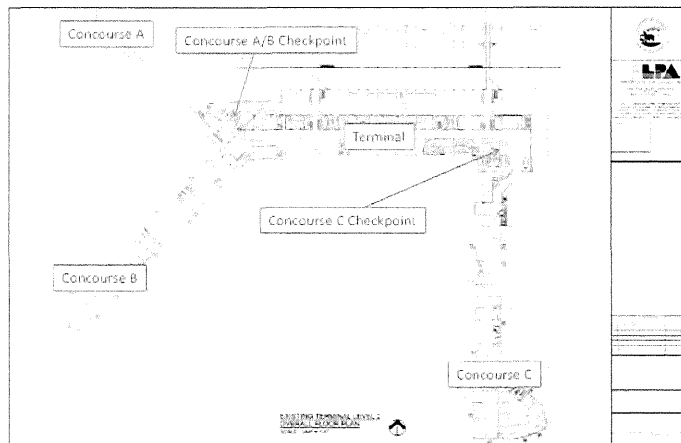
Palm Beach International Airport (PBI) Palm Beach County Department of Airports

Supporting Documentation

Pursuant to Page 3 of 5 of the Statement of Joint Objectives (SOJO), the following information is submitted to provide justification for the use of hybrid stationing at Palm Beach International Airport (PBI). PBI can be described as a medium-size airport consisting of a terminal building and three (3) concourses – A, B & C. The deputies assigned at the airport in support of the checkpoint LEO function are assigned at two (2) checkpoints that cover Concourses A/B and C. While out on the concourses, their duties include remaining within sight and sound of the checkpoints. Their presence is a 24 hours/day, 7 days/week, 365 days/year law enforcement operation, of which “assignments” include being allocated to the checkpoints for visibility, deterrence and assistance when needed. The overall presence of the LEOs in support of the screening operations equates to a combined 40 hours per day. During the “peak periods” that travelers are going through screening at the checkpoints, typically observed between 5:00am to 7:00am, 10:00am to 1:00pm and 3:00pm to 5:00pm, the deputy will be at a podium, or walking around the front, side or rear areas of the checkpoints. There are times that calls for service will cause the deputy who is assigned at the checkpoint to be pulled from that location. One goal of the overall operation is to replace this deputy with another, even for a short term until the assigned deputy can return to his position within the checkpoint environment; on occasion, however, that does not always happen and there may be times when a deputy is not at the physical checkpoint, but well-within their physical abilities to respond to the checkpoint if necessary.

Based on the possible absence of a deputy at the checkpoint, it should be noted that the entire length of the terminal building from east to west is approximately 600 feet long; likewise, each concourse is roughly the same length at 600 feet (see *Exhibit A below*). Based on these short distances, the term in the “vicinity of the checkpoint” can be used to describe all portions of the PBI terminal facility. Using an average walking speed of 3 miles per hour, a person can walk 600 feet in approximately 2 minutes and 15 seconds which is within the response time identified in the Airport Security Plan and well below the 5 minute unacceptable time dictated in the SOJO. The Palm Beach County Sheriff’s Office (PBSO), the entity that provides the LEO support at PBI, also has access to T3 personal vehicles to expedite their travel in and around the terminal and concourses, if necessary.

Exhibit A



**LEO Reimbursement Program Terminology
Attachment 2**

<p>49 CFR 1542.217 – Section of the Code of Federal Regulations which requires that each airport operator ensure that Law Enforcement personnel used to meet the requirements of 49 CFR § 1542.215 possess the specific qualifications while on duty at the airport.</p>
<p>Annual Law Enforcement Certification – LEO Personnel are required to submit such certification every year, confirming that the LEO Personnel utilized at the airport checkpoint(s) meet 49 CFR § 1542.215 requirements.</p>
<p>ASP– Airport Security Program. (See 49 USC § 44903(c) and 49 CFR § 1544.103 for more information).</p>
<p>Audit – An unscheduled review by the LEO Reimbursement Program of supporting documentation submitted by a Participant.</p>
<p>Award – The initial document establishing an OTA between TSA and a Participant.</p>
<p>Award Modification – An agreement that is warranted by the Contracting Officer to add funding to an airport each year that the Agreement is in place, within the Project Period.</p>
<p>Baggage – LEO support of an airport’s baggage screening area is reimbursable by the Program as long as it does not affect the posture of the LEO support during passenger checkpoint screening.</p>
<p>Checkpoint Operational Hours – The hours in which the checkpoint(s) are open for screening departure flights.</p>
<p>Continuing Resolution (CR) – An appropriations act passed in lieu of a regular appropriations bill. The CR generally only provides funds for a short time, at the same levels as in the previous fiscal year. ***(Please note that DHS/TSA is typically under a CR each year)***</p>
<p>Dedicated LEO Presence – LEOs are committed to providing the enhanced support at the TSA checkpoint(s) during passenger screening.</p>
<p>Fiscal Year (FY) – The federal fiscal year begins on October 1 and ends the following September 30.</p>
<p>Fixed Stationing – The on-site LEO is stationed in the TSA passenger screening checkpoint during screening operations.</p>
<p>Flexible Enhanced Response (Above ASP requirement) – Response times are 50% less than that required by the ASP.</p>
<p>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.</p>
<p>FSD – Federal Security Director. He or she oversees federal security at the airport(s).</p>
<p>Funding Allocations – An apportionment of the overall Program funding, based on an airport’s LEO posture, operational hours, number of checkpoints, and invoicing trends.</p>
<p>Hybrid/Combination – A form of on-site LEO stationing involving both fixed and flexible stationing, which provides a</p>

**LEO Reimbursement Program Terminology
Attachment 2**

<p>combination of highly visible LEO presence in the checkpoint and in the vicinity/close proximity of the checkpoint.</p>
<p>Invoice Certification – The confirmation, through signature of an authorized official, that the hours and rate(s) noted on an invoice were performed in support of TSA passenger screening during operational hours. Such certification is to be submitted on a monthly basis, typically 45 days after the end of the performance period.</p>
<p>Law Enforcement Provider – The entity that provides Law Enforcement services at the airport security checkpoint(s).</p>
<p>LEO Reimbursement Agreement – An agreement between TSA and an airport operator under which the agency provides funding to enhance/ increase the LEO presence and support at the TSA passenger screening checkpoint(s).</p>
<p>On-site – The LEO is stationed at the airport.</p>
<p>Operational Change – Any adjustment or modification of airport operations, to include: an increase or decrease in screening checkpoint operating hours; addition or loss of departing flights; reduction in LEO pay rate, change in LEO service provider; checkpoint/lane construction or closures; seasonal status; changes in LEO stationing; de-federalization; termination of the LEO Reimbursement Agreement; and changes in Points of Contact (POCs). In the event of such a change that will impact eligible reimbursement activities during TSA checkpoint hours of operation, both the Participant and cognizant FSD (or his/her designee) must notify the LEO Reimbursement Program office.</p>
<p>Other Transaction Agreement (OTA) – A form of contract that is not a Procurement contract, Grant, Cooperative Agreement, lease or loan. It is not subject to many of the statutes and regulations governing procurement law. OTAs establish a set of legally enforceable promises between TSA and the Participant.</p>
<p>Partial Reimbursement – The LEO Reimbursement funds are intended to help defray the cost of providing highly visible LEO support and presence during TSA screening activities. TSA does not cover overhead, overtime rates, or administrative costs.</p>
<p>Participant– An airport operator who has been accepted into the LEO Reimbursement Program and entered into a signed OTA Agreement with TSA.</p>
<p>Performance Period – A performance period begins on the first day of the month and ends on the last day of the month (e.g., December 1, 20XX-December 31, 20XX)</p>
<p>Perimeter – The area in the airport outside of the checkpoint. LEO activity in this area may be reimbursable by the Program as long as it does not affect LEO support of the checkpoint(s) during screening operations.</p>
<p>Playbook Activity – A TSA activity that is conducted by screening, regulatory, and/or LEO personnel, usually outside of a screening checkpoint, to address specific threats on a random, FSD-directed, or Intelligence-driven basis.</p>
<p>Posting – The posture of the LEO entity dedicated to providing support at the checkpoint under the LEO Reimbursement Program.</p>
<p>Project Period – The LEO Reimbursement agreements are in place for three (3) year Project Periods (e.g., Currently based on Fiscal Year Cycle, FY2012-FY2015. New project period will be based on 12 month calendar year cycle CY2016-CY2019). Participants must re-apply to participate in the Program after this time frame.</p>
<p>SAM – The System for Award Management (SAM) is the Official US Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is no fee to register for this site, found at www.SAM.gov.</p>

**LEO Reimbursement Program Terminology
Attachment 2**

SD – Security Directive.

Site Visit – The LEO Reimbursement Program conducts periodic random site visits in collaboration with the Offices of Acquisition and Chief Counsel. Site visits may also be requested by the FSD/FSD Designee and/or the Participant. The site visit is an opportunity to offer assistance to TSA field offices and airport industry partners in optimizing Program-related goals, identifying best practices or deficiencies, and determining how well the Program is functioning. They may be announced or unannounced.

Statement of Joint Objectives (SOJO) – A document that specifies the mutually-acceptable LEO activities to be performed and partially reimbursed by the Program. The SOJO can and should be modified as appropriate.

TSA – Transportation Security Administration. This agency was created as part of the Aviation and Transportation Security Act (ATSA) signed into law on November 19, 2001, and has responsibility for the security of the traveling public in the US. TSA was moved to the Department of Homeland Security (DHS) in 2003.

Vicinity or Close Proximity – Very near to. When stationed in the vicinity/ close proximity of a TSA passenger screening checkpoint, LEOs should ideally be positioned to maximize the Officer's line of sight and sound of all parts of the checkpoint, prioritizing the Screening Area.

21-0722

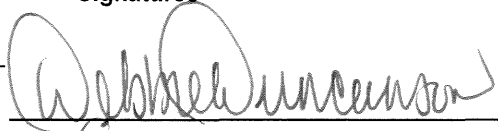

BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
 BGEX 031521/1047
 BGRV 031521/452

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 03/15/2021	REMAINING BALANCE
Revenues								
120-1110-3149	Federal Grant Other-Transport	0	73,601	72,000	0	145,601		
	Total Receipts and Balances	<u>76,794,133</u>	<u>117,664,159</u>	<u>72,000</u>	<u>0</u>	<u>117,736,159</u>		
Expenditures								
120-9900-9901	Contingency Reserves	10,297,211	51,159,968	72,000	0	51,231,968		51,231,968
	Total Appropriations & Expenditures	<u>76,794,133</u>	<u>117,664,159</u>	<u>72,000</u>	<u>0</u>	<u>117,736,159</u>		

	Signatures	Date	By Board of County Commissioners
OFMB		<u>3/16/21</u>	At Meeting of
INITIATING DEPARTMENT/DIVISION		<u>3/25/21</u>	<u>April 20, 2021</u>
Administration/Budget Department Approval	_____	_____	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted	_____	_____	