Agenda Item: 3F5

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 10, 2026 | **[X] Consent** | **[ ] Regular** | **[ ] Workshop** | **[ ] Public Hearing**

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) acceptance of Parent Law Enforcement Officers Reimbursement Program (LEORP) Other Transaction Agreement (Parent OTA) 70T01026TLEORP001 (Parent Agreement), establishing terms and conditions for participation in the LEORP; and

(B) acceptance of Individual Law Enforcement Officers Reimbursement Program (LEORP) Other Transaction Agreement (OTA) 70T01026T6114N110 (Individual OTA) with the Transportation Security Administration (TSA) for reimbursement of a portion of the cost of law enforcement services at President Donald J. Trump International Airport (DJT) in the amount of $365,000 for the period commencing on September 1, 2026, and ending on August 31, 2027; and

(C) a Budget Amendment in the Airport's Operating Fund, for the receipt of $365,000 of funding from the TSA, and an increase to Reserves in the amount of $365,000.

Summary: The TSA LEORP provides for reimbursement to airport operators for expenses incurred for the provision of law enforcement services at airport security checkpoints. The terms and conditions for participation in the TSA LEORP are set forth in the Parent Agreement. Airport operators participate in the TSA LEORP by accepting funding through Individual OTA's, which require compliance with the Parent Agreement. Both the Parent Agreement and Individual OTA are structured as unilateral agreements that do not require approval or signature by the County. Law enforcement services currently provided by the Palm Beach County Sheriff's Office (PBSO) at DJT satisfy the requirements of the Parent Agreement and Individual OTA. Acceptance of the Parent Agreement and Individual OTA will allow the County to recoup a portion of its costs for law enforcement services in the amount of $365,000 for the period commencing on September 1, 2026, and ending on August 31, 2027. The Parent Agreement includes non-standard liability language that differs from that adopted for use by the County under PPM #CW-F-049. The Risk Management Department and County Attorney's Office have reviewed the non-standard provisions and advised staff accordingly. The Parent Agreement provides that neither party will save or hold harmless the other party for the consequences of any act or omission on the part of its own agents or employees. Additionally, the Parent Agreement provides that neither party shall be liable to the other for consequential punitive, special and incidental damages, claims for lost profits or other indirect damages. Given the services are already being performed to qualify for participation in the TSA LEORP, staff is recommending approval. Reimbursement is awarded on a first–come, first-serve basis, subject to available funding. Additional funding may be unilaterally awarded by TSA through modifications to the Individual OTA. **Countywide (SB)**

Background and Justification: Acceptance of the Parent OTA and Individual OTA will provide for reimbursement of a portion of the cost of law enforcement services at DJT. The County has previously been a participant in the LEORP from 2012 until the LEORP was suspended in 2024 due to federal funding limitations. Congress recently restored funding to the LEORP to support the provision of law enforcement services at airport security checkpoints nationwide.

Attachments:

1. Parent Agreement OTA 70T01026TLEORP001
2. LEORP OTA 70T01026T6114N110
3. Budget Amendment

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Recommended By: Laura Buba — 10/13/26
Department Director — **Date**

Approved By: — 10-26-24
Chief Deputy County Administrator — **Date**

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
Operating Revenues					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4100 Department 120 Unit 1110 Resource 6943

Reporting Category _____

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

Approval of this item will result in the amendment of the Fiscal Year 2026 Airport Operating Budget for the receipt of $365,000 of funding from the Transportation Security Administration and an increase to Reserves of $365,000.

C. Departmental Fiscal Review: Debbie Runcanson

III. REVIEW COMMENTS

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

Marc Capt 10/21/26
OFMB

KK 10/21

Brenda Mack 10/21/26
Contract Dev. and Control

10/21/26 FW

B. Legal Sufficiency:

Russ Brown 10/22/26
Assistant County Attorney

C. Other Department Review:

_____
Department Director

Attachment 1

Parent Agreement OTA 70T01026TLEORP001

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
70T01026TLEORP001	**Provided in Individual Agreements**

ISSUED TO	ISSUED BY
Provided in Individual Agreements	Name & Address: Workforce & Enterprise Operations Address: 6595 Springfield Center Drive Springfield, VA 20598, US Email: Robert.Farrell@tsa.dhs.gov

PROGRAM TITLE

Program: Law Enforcement Officers Reimbursement Program (LEORP)
Period of Performance: Provided in Individual Agreements
NAICS: 922120 – Police Protection
PSC: S206 Housekeeping – Guard

FISCAL DATA

Provided in Individual Agreements

PURPOSE

This establishes the requirements for the Parent Agreement for LEORP and the associated Terms and Conditions. All Terms established in this Agreement flow down to the Individual Agreements.

AUTHORIZED SIGNATURE

JASON M RICHARDS Digitally signed by JASON M RICHARDS Date: 2026.06.23 14:18:03 -04'00'

Contracting Officer's Signature

6/23/2026
Date

Jason Richards
TYPED NAME AND TITLE

ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the United States of America (hereinafter referred to as the "Government") Transportation Security Administration (hereinafter referred to as "TSA") and Participant. The TSA and the Participant 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

TSA and the Participant 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.

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

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

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.

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

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 will be defined in the Individual Agreements 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.

Individual Agreements will be customized in order to address airport-specific security requirements, and may be updated as necessary based on changing circumstances.

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 representatives.

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. Specific LEO support requirements will be defined within Individual Agreements supplementary to these terms and conditions. This 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, specific LE response times to non-emergency/ routine TSA calls will be defined in Individual Agreements.

IX. 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).

ARTICLE IV – RESPONSIBILITIES

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.

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 granted 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:

- Provide consistent support of TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.

- Follow an established LE response standard which is mutually acceptable to 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).

The participant is responsible for the following:

1. 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.

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

4. 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.

5. The Participant will fully cooperate with regulatory and other TSA investigations.

6. The Participant will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.

7. The Participant 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).

ARTICLE V - EFFECTIVE DATE AND TERM

This Agreement will have a ten (10) year ordering period. Beginning on the effective date of award. The TSA reserves the right to unilaterally extend this Agreement if it is in the Government's best interest. Individual Agreements will be placed with specific Agreement terms at any time during the ordering period with a period of performance that may extend up to one (1) year after the expiration of this Agreement.

ARTICLE VI – INDIVIDUAL AGREEMENTS

This Agreement serves as the Parent Agreement for LEORP. The Government will establish Individual Agreements that include funding for partial reimbursement and supplemental requirements with each Participant. Individual Agreements will be issued bilaterally in accordance with the current ordering procedures. This Parent Agreement does not serve as a guarantee for reimbursement.

ARTICLE VII – AVAILABILITY OF FUNDS

Funds are not obligated under this Parent Agreement, but will be obligated within Individual Agreements and are contingent upon the availability of appropriated funds. No legal liability on the part of the Government for any payment may arise until funds are made available and obligated within the Individual Agreements.

ARTICLE VIII – OBLIGATION AND PAYMENTS

A. Obligation.

The Government's liability to make payments to the Participant is limited to only those funds obligated under the Individual Agreements.

B. Limitation of Government Obligation.

In no event is the Government obligated to reimburse the Participant for expenditures in excess of the total funds allotted by the Government.

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.

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) amount.

Fully Burdened Rates may include:

- 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.

The maximum fully burdened hourly rate for reimbursement will be set by TSA. Reimbursement may be at this rate or at the actual cost, whichever is the lesser of the two. TSA reserves the right to unilaterally modify the maximum rate during the period of performance as necessary to optimize the impact of the program.

ARTICLE IX – BILLING PROCEDURE AND PAYMENT

A. 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/.

B. TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in this Agreement . Participants are required to provide mandated LE services regardless of funding level or period funding is received.

C. Requests for Reimbursement must detail 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. Invoices must include signature from the FSD or FSD Designee validating the submission.

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

E. Include the Unique Entity Identifier (UEI), Tax Identification Number (TIN) 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 or rejected payment.

F. Invoicing

The invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)
4. Name and Address of the Airport Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Total Amount of Funds Requesting to be Disbursed by TSA (the Distribution Value, as stated in Article V of this Agreement)
8. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
9. Remittance Address
10. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional*

falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.

11. Signature of Requestor's Authorized Representative with Date

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 provision are calendar days, unless otherwise specified.

ARTICLE X – AUDITS

TSA shall have the right to examine or audit relevant financial records for each Participant 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, Participant shall maintain: project records, technology maintenance records, and data associated with this project 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 project 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 Participant, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE XI – AUTHORIZED REPRESENTATIVES

TSA Contacts

Contracting Officer (CO)
Jason Richards
6595 Springfield Center Dr
Springfield, VA 20598
Email: Jason.Richards@tsa.dhs.gov

Contracting Officer's Representative (COR)
Yarley Jean
6595 Springfield Center Dr
Springfield, VA 20598
Email: yarley.jean@tsa.dhs.gov

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

ARTICLE XII - LIMITATIONS ON LIABILITY

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.

Participant has the affirmative duty to notify the TSA Contracting Officer in the event that Participant believes that any act or omission of a TSA agent or employee would increase Participant costs and cause the Participant 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 Participant 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 Participant 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.

ARTICLE XIII – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Participant. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Participant or the TSA 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, Participant 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.

ARTICLE XIV – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate the Individual 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 . The Government has the unilateral right to terminate this Parent Agreement. Upon receipt of a notice of termination, the Participant shall take immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE XV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be made unilaterally by the TSA Contracting Officer (CO). Modifications to Individual Agreements will be made in writing by the TSA CO, and will reference the Individual Agreement number. Modifications shall cite the subject article 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. With the exception of Individual Agreement modifications that affect the scope of work which require bilateral Agreement between TSA and the Participant, modifications shall be issued unilaterally by the CO.

This may include administrative changes, additional funding, or changes to funding information.

ARTICLE XVI - CONSTRUCTION OF THE AGREEMENT

This Agreement and subsequent Individual Agreements are 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 XVII - PROTECTION OF INFORMATION

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

A. 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. 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 OTA Agreement holder (Participant) 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 of the foregoing Government officials.

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.

ARTICLE XVIII – 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 XIX – 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)

Attachment 2

Parent Agreement OTA 70T01026TLEORP001

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
70T01026TLEORP001	**Provided in Individual Agreements**

ISSUED TO	ISSUED BY
Provided in Individual Agreements	Name & Address: Workforce & Enterprise Operations Address: 6595 Springfield Center Drive Springfield, VA 20598, US Email: Robert.Farrell@tsa.dhs.gov

PROGRAM TITLE

Program: Law Enforcement Officers Reimbursement Program (LEORP)
Period of Performance: Provided in Individual Agreements
NAICS: 922120 – Police Protection
PSC: S206 Housekeeping – Guard

FISCAL DATA

Provided in Individual Agreements

PURPOSE

This establishes the requirements for the Parent Agreement for LEORP and the associated Terms and Conditions. All Terms established in this Agreement flow down to the Individual Agreements.

AUTHORIZED SIGNATURE

JASON M RICHARDS Digitally signed by JASON M RICHARDS Date: 2026.06.23 14:18:03 -04'00'

Contracting Officer's Signature

6/23/2026
Date

Jason Richards
TYPED NAME AND TITLE

ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the United States of America (hereinafter referred to as the "Government") Transportation Security Administration (hereinafter referred to as "TSA") and Participant. The TSA and the Participant 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

TSA and the Participant 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.

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

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

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.

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

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 will be defined in the Individual Agreements 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.

Individual Agreements will be customized in order to address airport-specific security requirements, and may be updated as necessary based on changing circumstances.

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 representatives.

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. Specific LEO support requirements will be defined within Individual Agreements supplementary to these terms and conditions. This 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, specific LE response times to non-emergency/ routine TSA calls will be defined in Individual Agreements.

IX. 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).

ARTICLE IV – RESPONSIBILITIES

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.

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 granted 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:

- Provide consistent support of TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.

- Follow an established LE response standard which is mutually acceptable to 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).

The participant is responsible for the following:

1. 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.

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

4. 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.

5. The Participant will fully cooperate with regulatory and other TSA investigations.

6. The Participant will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.

7. The Participant 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).

ARTICLE V - EFFECTIVE DATE AND TERM

This Agreement will have a ten (10) year ordering period. Beginning on the effective date of award. The TSA reserves the right to unilaterally extend this Agreement if it is in the Government's best interest. Individual Agreements will be placed with specific Agreement terms at any time during the ordering period with a period of performance that may extend up to one (1) year after the expiration of this Agreement.

ARTICLE VI – INDIVIDUAL AGREEMENTS

This Agreement serves as the Parent Agreement for LEORP. The Government will establish Individual Agreements that include funding for partial reimbursement and supplemental requirements with each Participant. Individual Agreements will be issued bilaterally in accordance with the current ordering procedures. This Parent Agreement does not serve as a guarantee for reimbursement.

ARTICLE VII – AVAILABILITY OF FUNDS

Funds are not obligated under this Parent Agreement, but will be obligated within Individual Agreements and are contingent upon the availability of appropriated funds. No legal liability on the part of the Government for any payment may arise until funds are made available and obligated within the Individual Agreements.

ARTICLE VIII – OBLIGATION AND PAYMENTS

A. Obligation.

The Government's liability to make payments to the Participant is limited to only those funds obligated under the Individual Agreements.

B. Limitation of Government Obligation.

In no event is the Government obligated to reimburse the Participant for expenditures in excess of the total funds allotted by the Government.

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.

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) amount.

Fully Burdened Rates may include:

- 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.

The maximum fully burdened hourly rate for reimbursement will be set by TSA. Reimbursement may be at this rate or at the actual cost, whichever is the lesser of the two. TSA reserves the right to unilaterally modify the maximum rate during the period of performance as necessary to optimize the impact of the program.

ARTICLE IX – BILLING PROCEDURE AND PAYMENT

A. 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/.

B. TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in this Agreement . Participants are required to provide mandated LE services regardless of funding level or period funding is received.

C. Requests for Reimbursement must detail 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. Invoices must include signature from the FSD or FSD Designee validating the submission.

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

E. Include the Unique Entity Identifier (UEI), Tax Identification Number (TIN) 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 or rejected payment.

F. Invoicing

The invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)
4. Name and Address of the Airport Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Total Amount of Funds Requesting to be Disbursed by TSA (the Distribution Value, as stated in Article V of this Agreement)
8. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
9. Remittance Address
10. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional*

falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.

11. Signature of Requestor's Authorized Representative with Date

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 provision are calendar days, unless otherwise specified.

ARTICLE X – AUDITS

TSA shall have the right to examine or audit relevant financial records for each Participant 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, Participant shall maintain: project records, technology maintenance records, and data associated with this project 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 project 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 Participant, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE XI – AUTHORIZED REPRESENTATIVES

TSA Contacts

Contracting Officer (CO)
Jason Richards
6595 Springfield Center Dr
Springfield, VA 20598
Email: Jason.Richards@tsa.dhs.gov

Contracting Officer's Representative (COR)
Yarley Jean
6595 Springfield Center Dr
Springfield, VA 20598
Email: yarley.jean@tsa.dhs.gov

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

ARTICLE XII - LIMITATIONS ON LIABILITY

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.

Participant has the affirmative duty to notify the TSA Contracting Officer in the event that Participant believes that any act or omission of a TSA agent or employee would increase Participant costs and cause the Participant 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 Participant 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 Participant 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.

ARTICLE XIII – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Participant. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Participant or the TSA 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, Participant 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.

ARTICLE XIV – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate the Individual 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 . The Government has the unilateral right to terminate this Parent Agreement. Upon receipt of a notice of termination, the Participant shall take immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE XV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be made unilaterally by the TSA Contracting Officer (CO). Modifications to Individual Agreements will be made in writing by the TSA CO, and will reference the Individual Agreement number. Modifications shall cite the subject article 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. With the exception of Individual Agreement modifications that affect the scope of work which require bilateral Agreement between TSA and the Participant, modifications shall be issued unilaterally by the CO.

This may include administrative changes, additional funding, or changes to funding information.

ARTICLE XVI - CONSTRUCTION OF THE AGREEMENT

This Agreement and subsequent Individual Agreements are 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 XVII - PROTECTION OF INFORMATION

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

A. 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. 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 OTA Agreement holder (Participant) 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 of the foregoing Government officials.

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.

ARTICLE XVIII – 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 XIX – 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)

Attachment 2

LEORP OTA 70T01026T6114N110

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
70T01026T6114N110	PR266114E086

ISSUED TO	ISSUED BY
Name & Address: PALM BEACH COUNTY OF 301 NORTH OLIVE AVENUE WEST PALM BEACH, FL 33402 EIN: 59-6000785 UEI: XL2DNFMPCR44	Name & Address: Transportation Security Administration 6595 Springfield Center Drive Springfield, VA 20598, US Email:

PROGRAM TITLE

Program: Law Enforcement Officers Reimbursement Program (LEORP)
Period of Performance: 12 months from date of award
NAICS: 922120 – Police Protection
PSC: S206 Housekeeping – Guard

FISCAL DATA

Accounting Line:
2026|0550000A002626DD|F270F210F000|5913943100|T26D172700|410019|61000000|6115000000|12SLR66AR2|010103|
Obligated: $365,000.00
Total Agreement Value: $365,000.00

PURPOSE

Agreement provides partial reimbursement to airport to offset the costs of carrying out aviation law enforcement responsibilities in support of passenger screening activities.

AUTHORIZED SIGNATURES
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

NOT REQUIRED Participant's Signature _____ Date _____ TYPED NAME AND TITLE	ERICKA LANDRY Digitally signed by ERICKA LANDRY Date: 2026.09.03 06:11:42 -04'00' Contracting Officer's Signature _____ Date 09/03/2026 ERICKA LANDRY TYPED NAME AND TITLE

This Individual Agreement, established between the Transportation Security Administration (TSA) and PALM BEACH COUNTY OF ("Participant"), is subject to all terms and conditions of the Parent Agreement 70T01026TLEORP001. The Parent Agreement controls in the event of any conflict with this Individual Agreement. By commencing performance against this Individual Agreement, the Participant agrees to accept and comply with all terms and conditions of the Parent Agreement without exception.

The Participant agrees to provide qualified law enforcement services through the Palm Beach County Sheriff's Office (PBSO) on-site at President Donald J. Trump International (DJT) during TSA screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints consistent with TSA requirements and the Parent Agreement.

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

The base period of performance for this agreement is 1-Sep-26 to 31-Aug-27. At any time during the performance under this Other Transaction Authority (OTA), TSA may unilaterally extend the agreement or provide additional funding as it becomes available. Agreements may be extended up to one year after the expiration of the Parent OTA.

The total funding obligated under this agreement is $365,000.00, which may not be exceeded except via modification to this agreement by TSA. The funding provided under this agreement is based upon the specific requirements for Law Enforcement Officer (LEO) support at DJT.

Hourly rate: $25.00
Daily hours: 40
Total number of days per year: **365**

Annual hours (daily hours * total number of days per year): 14,600
Annual funding (annual hours * hourly rate): $365,000.00

Performance Requirements
The specific requirements that must be met to qualify for full reimbursement are provided in the attachment containing the LEO application.

Invoice Submission Method
Refer to **ARTICLE IX – BILLING PROCEDURE AND PAYMENT,** of the Parent Agreement.

TSA Point of Contact – Individual Agreement
Contracting Officer (CO):
Name: Ericka Landry
E-mail: Ericka.Landry@tsa.dhs.gov

Contracting Officer's Representative (COR):
Name: Yarley Jean
E-mail: Yarley.Jean@tsa.dhs.gov

Attachment 3

Budget Amendment

26-1050

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 120-091726*582

BGEX 120-091726*2025

FUND FUND 4100 Airport Operating Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 09/17/26	REMAINING BALANCE
REVENUES									
120-1110-6943	Reimbursed Expenses-Other	Airport Administration	0	0	365,000	0	365,000		365,000
	Total Fund Revenues		**158,175,733**	**172,282,935**	**365,000**	**0**	**172,647,935**		
EXPENDITURES									
120-9900-9901	Contingency Reserves	Operating Reserves	22,948,150	26,576,952	365,000	0	26,941,952	0	26,941,952
	Total Fund Expenditures		**158,175,733**	**172,282,935**	**365,000**	**0**	**172,647,935**		

SIGNATURES **DATES**

10/20/2026

Initiating Department/Division

10/21/26

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: Tuesday, November 10, 2026

Deputy Clerk to the
Board of County Commissioners

Updated by OFMB 01/08/2025