

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: July 11, 2023               [ X ] Consent    [   ] Regular
                                           [   ] Workshop  [   ] Public Hearing
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Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Other Transaction Agreement No. 70T01023T7668N017 (OTA), issued unilaterally by the Transportation Security Administration (TSA) establishing the terms and conditions for the use of space by TSA and providing for the reimbursement in the amount of \$128,055.96 per year, for fixed electrical consumption costs, heating, ventilation and air conditioning (HVAC) and lighting costs at the TSA security checkpoint and baggage screening space at Palm Beach International Airport (PBI), commencing June 1, 2023 and expiring May 31, 2024, and renewing from June 1 to May 31 on an annual basis to May 31, 2028, at TSA's option.

Summary: Pursuant to the Aviation and Transportation Security Act (ATSA) of 2001, the TSA is required to conduct screening of all passengers, property and baggage. In order to carry out its statutory mandate, the TSA requires use of security checkpoint and baggage makeup areas at PBI. Although the County is not permitted to charge the TSA for use of the security checkpoint and baggage makeup areas under the ATSA, the OTA obligates funding by TSA related to reimbursement of electrical, HVAC and lighting costs. The OTA will automatically renew each June 1 until May 31, 2028, at TSA's option. The OTA uses TSA's standard form that provides dispute resolution shall ultimately be determined by TSA's assistant administrator and is not subject to judicial review. **Countywide (AH)**

Background and Justification: This OTA replaces an existing OTA (R2018-0382, as amended) that expired May 31, 2023. TSA has updated its form agreement and now issues the OTA unilaterally, meaning the County is not obligated to sign the OTA. If the OTA is renewed, TSA would issue the renewal unilaterally. Electrical costs are based on TSA's equipment inventory and the consumption table based on the hours of usage at the rate of \$0.0719 per kWh, and HVAC and lighting costs at the rate of \$4.935 per square foot (annual) for 19,713 square feet of space. The reimbursement rates will remain fixed unless amended.

Attachments: One (1) OTA No. 70T01023T7668N017

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Recommended By:           Lanae Burk                     6-14-23 
                  Department Director                         Date
Approved By:              M. Baker                     6/23/23 
                  County Administrator                       Date
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OTHER TRANSACTION AGREEMENT

OTA NUMBER		REQUISITION NUMBER	
70T01023T7668N017		PR237668E193	
ISSUED TO		ISSUED BY	
Palm Beach County c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406 Attn: Shawna Larose, Ph.D. Director of Airport Properties Phone: 561-471-7472 Email: slarose@pbia.org EIN: 596000785 UEI: XL2DNFMPCR44		Transportation Security Administration Contracting and Procurement Workforce & Enterprise Operations Acquisition Division 6595 Springfield Center Drive Springfield, VA 20598-6025 Contract Specialist: Andrea Adam Email: andrea.adam@tsa.dhs.gov	
PROGRAM TITLE			
Program: Checkpoint Program Total OTA Period of Performance: 06/01/2023 to 05/31/2028 Current Period of Performance: 06/01/2023 to 05/31/2024 NAICS: 488119 PSC: S112			
FISCAL DATA			
See Continuation Page Total Obligated Amount: \$128,055.96 Total Agreement Value: \$640,279.80			
PURPOSE			
The purpose of OTA 70T01023T7668N017 is to establish the terms and conditions for the use of space and obligate funding for the reimbursement of fixed electrical consumption costs, HVAC and lighting costs at the TSA security checkpoint and baggage screening space at Palm Beach International Airport (PBI). Annual Amount: \$128,055.96 Monthly Amount: \$10,671.33 Base Award Period of Performance: 06/01/2023 to 05/31/2024			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
Unilaterally Awarded, Signature Not Required _____ Participant's Signature		MICHAEL A CAPOVILLA Digitally signed by MICHAEL A CAPOVILLA Date: 2023.05.26 18:01:34 -04'00' _____ Contracting Officer's Signature	
		Date	
_____ Name Typed and Title		CAPOVILLA, Mr. MICHAEL A. Name Typed and Title	

Purchase Requisition: PR237668E193

Accounting and Appropriation Data

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

Item Number	Amount	Accounting Information
0001	\$128,055.96	2023 0550000A002324DD F265F115F000 5913943100 T23D190700 233041 61000000 7668000000 68REM34AM2 010103 000000 000000 000000 0 0 0 TAS: 070202320240550000

Total Obligated Amount: The total obligated amount for this OTA is \$128,055.96.

Total Estimated OTA Value: The total estimated five-year OTA value is \$640,279.80.

Schedule of Items/Prices

The total estimated OTA value for the base year and four option years is indicated in the following table:

CLIN	Description.	Period of Performance	Qty.	Unit	Pro-Rated Monthly Amount	Annual Amount
0001	Year One: Base OTA Period – Fixed TSA Electrical & HVAC Costs	6/1/2023 to 5/31/2024	12	Month	\$10,671.33	\$128,055.96
10001	Year Two: Option Period One - Fixed TSA Electrical & HVAC Costs	6/1/2024 to 5/31/2025	12	Month	\$10,671.33	\$128,055.96
20001	Year Three: Option Period Two - Fixed TSA Electrical & HVAC Costs	6/1/2025 to 5/31/2026	12	Month	\$10,671.33	\$128,055.96
30001	Year Four: Option Period Three - Fixed TSA Electrical & HVAC Costs	6/1/2026 to 5/31/2027	12	Month	\$10,671.33	\$128,055.96
40001	Year Five: Option Period Four - Fixed TSA Electrical & HVAC Costs	6/1/2027 to 5/31/2028	12	Month	\$10,671.33	\$128,055.96
Total Estimated Five-Year OTA Amount						\$640,279.80

Current Obligated Amount

Utility Costs	Annual Amount	Pro-rated Monthly Amount	Months	Obligated Amount
Exhibit 2A – Electrical Consumption Costs **	\$30,766.92	\$2,563.91	12	\$30,766.92
Exhibit 2B – HVAC Costs/TSA Baggage Space **	\$97,289.04	\$8,107.42	12	\$97,289.04
Total Obligated Amount	\$128,055.96	\$10,671.33		\$128,055.96

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

ARTICLE I - PARTIES (APR 2023)

This OTA is issued unilaterally by the Transportation Security Administration (TSA) for PALM BEACH COUNTY to invoice against for TSA's share of electrical consumption, HVAC, and lighting costs for the TSA security checkpoint and baggage screening space at Palm Beach International Airport. Invoices will be paid so long as electricity, HVAC, and lighting are provided and invoices are submitted in accordance with the terms of this OTA. Providing electricity, HVAC, and lighting and submitting invoices indicates that PALM BEACH COUNTY agrees to the terms of this OTA.

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. The TSA and PALM BEACH COUNTY agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

(End of Article)

ARTICLE II - AUTHORITY (FEB 2017)

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

(End of Article)

**ARTICLE III - INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE
(APR 2023)**

A. Introduction

ATSA requires TSA to deploy personnel to screen passengers, property and baggage at airports and to establish a program to screen cargo and ensure perimeter access security. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined by TSA as "necessary security checkpoints" (hereinafter referred to as "Space".)

B. Background

Beginning in 2003, TSA began awarding agreements to airport authorities to define the terms and conditions for TSA's use of space at airports and to provide a vehicle for reimbursing electrical consumption, HVAC, and lighting consumption costs incurred by PALM BEACH COUNTY in the space.

C. Purpose of this Agreement

C.1. This Agreement establishes TSA's use of the security checkpoints needed to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to provide airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space.

C.2. This Agreement supersedes all previous agreements and amendments concerning TSA's reimbursement to PALM BEACH COUNTY for electrical consumption, HVAC, and lighting costs for the TSA security checkpoints and baggage screening areas.

D. Scope

TSA has a requirement to establish the terms and conditions for TSA's use of federal-mandated checkpoint space at airports and provide a vehicle for the reimbursement of electrical consumption, HVAC, and lighting costs for this security checkpoint space at the respective airports.

E. Use of Property

E.1. PALM BEACH COUNTY is the owner and operator of that certain airport and/or terminal known as Palm Beach International Airport, located in Palm Beach County, Florida and having an address at 846 Palm Beach International Airport.

E.2. This Agreement covers the use of the Space located on the Property as set out in Exhibit 1A – TSA Space and Exhibit 1B – TSA Locations and CAD Drawings. The Space may be expanded or altered, and Exhibit 1A and Exhibit 1B amended accordingly, at the written request of TSA and upon the written approval of PALM BEACH COUNTY, such approval not to be unreasonably withheld, conditioned or delayed. If PALM BEACH COUNTY does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of the TSA. TSA's use and occupancy of other areas at the Property, such as offices for the Federal Security Director and staff and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between PALM BEACH COUNTY and the U.S. General Services Administration, acting on behalf of TSA.

E.3. ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any PALM BEACH COUNTY property to address security concerns; nor shall this Agreement waive any rights that PALM BEACH COUNTY may assert in connection with such acquisition.

E.4. PALM BEACH COUNTY provides the Space to TSA in "AS IS" condition as of the Effective Date of this Agreement.

F. No Rent

Pursuant to Section 511 of the Department of Homeland Security Appropriations Act, 2005, Pub. Law 108-334, 118 Stat. 1298 (October 18, 2004), PALM BEACH COUNTY agrees to provide use of the Space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to Airport passengers and others entering airport property. PALM BEACH COUNTY reserves the right to impose rental charges for the Space if federal law requires TSA to pay rent for checkpoint space in the future.

(End of Article)

ARTICLE IV - RESPONSIBILITIES (AUG 2018)

TSA's Operational Activities at Airport

PALM BEACH COUNTY hereby agrees that TSA has the following rights and privileges:

1. The right to use the Space in connection with its screening and security operations at the Property, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.
2. TSA shall not be responsible for any restoration costs when such cost is the result of the Airport's request to remove or relocate TSA equipment.

3. The rights to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to PALM BEACH COUNTY and coordinate their screening activities with PALM BEACH COUNTY whenever possible. To the extent required under federal law, TSA's contractors will obtain all state and local permits required to perform any work under this paragraph.
4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by PALM BEACH COUNTY, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.
5. PALM BEACH COUNTY will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.
6. TSA agrees to coordinate with PALM BEACH COUNTY so as to not overload the electrical, plumbing or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.
7. PALM BEACH COUNTY will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
8. With the prior consent of TSA, such consent not to be unreasonably withheld, PALM BEACH COUNTY may enter the Space used by TSA for the performance of Airport obligations under federal law or other lawful purpose. Notwithstanding the foregoing, PALM BEACH COUNTY will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.
9. PALM BEACH COUNTY is responsible for janitorial services in the Space to include clean-up of bio-hazardous spills in accordance with 29 CFR 1910.1030.

(End of Article)

ARTICLE V - EFFECTIVE DATE AND TERM (APR 2023)

This Agreement shall commence on the Effective Date, June 1, 2023, and shall continue for one (1) year unless terminated as provided in **Article XIII – Termination**. The Agreement may be extended in accordance with Article VII. The total duration of this OTA shall not exceed five years.

(End of Article)

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

(End of Article)

ARTICLE VII - FUNDING AND LIMITATIONS (APR 2023)

For the initial 12-month Term of this Agreement, TSA shall be obligated to pay no more than \$128,055.96 for performance of this Agreement. Funding of the Option Terms shall be provided upon TSA's exercise of said option. Funding for all option years is subject to the availability of funds.

After the initial 12-month term, annual funding shall be unilaterally awarded by TSA with the TSA Contracting Officer's signature.

PALM BEACH COUNTY shall submit a proposed amendment with all required documentation to substantiate the proposed changes to this Agreement no later than 60 days prior to the current period of performance expiration date. All changes shall become effective upon the execution of a modification to this Agreement as indicated in **Article XIV - Changes and/or Modifications**. In no event shall TSA be liable for any expenses incurred by PALM BEACH COUNTY unless previously agreed to by TSA.

(End of Article)

ARTICLE VIII - BILLING PROCEDURE AND PAYMENT (APR 2023)

The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the Government Point of Entry (System for Award Management (SAM) is mandatory for invoice payment. For information regarding SAM, please refer to <https://www.sam.gov>.

Please note that effective April 4, 2022, DUNS numbers will no longer be used, and invoices must contain the SAM-issued Unique Entity Identifier (UEI) instead. Invoices received without a UEI number may be rejected.

A. Payment / Performance Provisions

The Parties hereby agree to the following:

A.1. Upon receipt of a Proper Invoice from PALM BEACH COUNTY, TSA shall reimburse PALM BEACH COUNTY for electrical consumption, HVAC, and lighting costs in the TSA security checkpoint and baggage screening space at Palm Beach International Airport in an amount calculated in accordance with the cost allocation methodology set forth in the OTA exhibits for the period of services indicated on the invoice.

A.2. All reimbursement costs due under this Agreement shall be due after services are received and, to the extent appropriated funds are available, shall be paid within sixty (60) days of TSA's receipt of a Proper Invoice from the Airport.

A.3. Unless otherwise indicated herein, a Proper Invoice shall mean an invoice that is submitted by PALM BEACH COUNTY directly to FINCEN using any one of the methods and addresses indicated below. A copy of the invoice may also be transmitted to the TSA Federal Security Director's (FSD) designated Point of Contact for informational purposes only.

B. Invoicing

Invoices shall be e-mailed or sent via U.S. mail to FINCEN at the following addresses:

(Please use only one method per invoice submission.)

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

Email:
fin-smb-tsainvoices@uscg.mil or www.fincen.uscg.mil

The PALM BEACH COUNTY invoice format is acceptable for this OTA. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Date
3. Invoice Number
4. Name and Address of the PALM BEACH COUNTY Office Requesting Fund Disbursement
5. PALM BEACH COUNTY Point of Contact with Address, Telephone, Fax and E-mail
6. Tax Identification Number
7. Unique Entity Identifier (UEI) Number (As noted above, effective April 4, 2022, DUNS numbers will no longer be used and invoices must contain the SAM-issued UEI number instead).
8. Supporting documentation to include invoices or other documentation that substantiates the amount of funds to be disbursed by TSA.
9. Total amount of funds requesting to be disbursed by TSA
10. Remittance Address

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

PALM BEACH COUNTY 's failure to submit a Proper Invoice within one (1) year of completion of service for any period of service may, in the sole discretion of TSA, result in delay of payment or no payment in the event appropriated funds are no longer available.

(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 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 shall maintain: project records, technology maintenance records, and data associated with this Agreement, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "**Disputes**" provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this Agreement for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require PALM BEACH COUNTY, or its contractors or subcontractors who are associated with or engaged in activities relating to this Agreement, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

(End of Article)

ARTICLE X- AUTHORIZED REPRESENTATIVES (APR 2023)

The TSA Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this Agreement, obligate funds and authorize the expenditure of funds.

TSA Contacts

Contracting Officer

Michael Capovilla
Contracting Officer
Workforce & Enterprise Operations Division
Contracting and Procurement
Transportation Security Administration
6595 Springfield Center Drive
Springfield, VA 20598-6025
Email: michael.capovilla@tsa.dhs.gov

Contract Specialist

Andrea Adam
Contract Specialist
Contracting and Procurement
Workforce & Enterprise Operations Division
Transportation Security Administration
6595 Springfield Center Drive
Springfield, VA 20598-6025
Email: andrea.adam@tsa.dhs.gov

Contracting Officer's Representative

Robert Hutcherson
Enterprise Support/Real Estate Management Division
Transportation Security Administration
6595 Springfield Center Drive
Springfield, VA 20598-6025
Phone: 571-227-4985
Email: robert.hutcherson@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 Airport will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Airport as a change in scope or liability to either party.

Airport Authority Contacts

Primary Contact

Shawna Larose, Ph.D.
Director of Airport Properties
Palm Beach County
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
Phone: 561-471-7472
Email: slarose@pbia.org

Secondary Contact

Director of Airports
Palm Beach County
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
Phone: 561-471-7403
Email: properties@pbia.org

(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 has the affirmative duty to notify the TSA Contracting Officer in the event that PALM BEACH COUNTY believes that any act or omission of a TSA agent or employee would increase PALM BEACH COUNTY costs and cause PALM BEACH COUNTY to seek compensation from TSA beyond TSA's liability as stated in **Article IV (Responsibilities)**, or **Article VII (Funding and Limitations)**. Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If PALM BEACH COUNTY receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, PALM BEACH COUNTY 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. 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 PALM BEACH COUNTY or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, PALM BEACH COUNTY 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 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)

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. 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. Although it is not anticipated that any Sensitive Security Information (SSI) will be provided under this Agreement, in the event SSI is disclosed under this Agreement, as defined in 49 CFR Part 1520, such SSI shall be handled in accordance with that regulation and TSA policies.

(End of Article)

**ARTICLE XVII - STAFF-LIKE ACCESS DETERMINATION FOR AGREEMENT HOLDERS (AUG 2018)
RESERVED**

ARTICLE XVIII - IMPROVEMENTS OR ALTERATIONS (AUG 2018)

A. TSA shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Property. To the extent required under federal law, TSA's contractors will abide by state and local permitting requirements when making alterations to the Space. PALM BEACH COUNTY shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.

B. TSA shall, whenever possible, notify PALM BEACH COUNTY in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with PALM BEACH COUNTY. In addition, upon completion, TSA will allow PALM BEACH COUNTY to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. PALM BEACH COUNTY will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. part 1520.

(End of Article)

ARTICLE XIX-GOVERNING LAW (FEB 2017)

Federal law governs this Agreement. PALM BEACH COUNTY shall comply with all federal, state and local laws applicable to PALM BEACH COUNTY as operator of the Property. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the TSA. PALM BEACH COUNTY is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts; TSA shall be bound by those clauses to the degree required by federal law.

(End of Article)

ARTICLE XX- ATTACHMENTS

- Attachment A: Exhibit 1A --TSA Space Summary
- Attachment B: Exhibit 1B – CAD Drawings
- Attachment C: Exhibit 2A - TSA Electrical Costs
- Attachment D: Exhibit 2B - TSA HVAC & Lighting Costs

End of Agreement

ATTACHMENT A

Exhibit 1A – TSA Space Summary

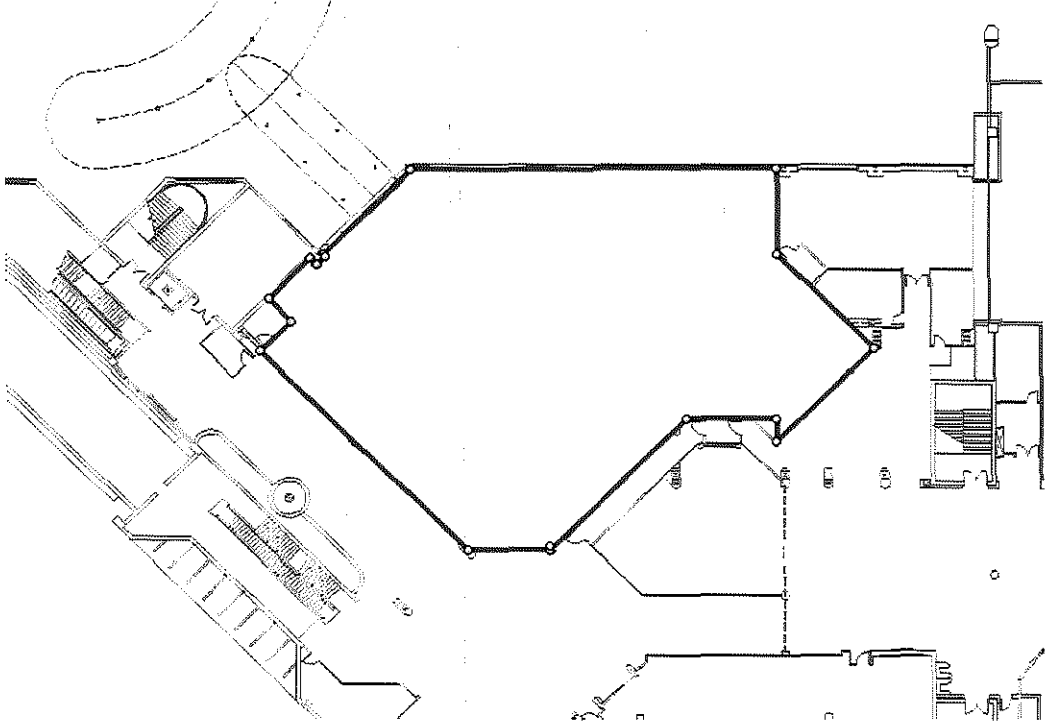
TSA Space	Total Sq. Ft.
Total TSA Security Checkpoint Space	12,000
Total TSA Baggage Screening Space	19,713
Total TSA Space	31,713
TSA Space	Total Sq. Ft.
TSA Checkpoint Space	
Concourse A/B Security Checkpoint	6,430
Concourse C Security Checkpoint	5,570
Total Checkpoint Space	12,000
TSA Baggage Screening	
Room 1451 - EDS Matrix	13,516
Room 1450 - CBRA/TSA Bag Check	3,328
Room 1455 - OSR Office	530
Room 1458 - Hallways	1,908
Room 1454 - Office	288
Room 1302 – Break Room	143
Total Baggage Screening Space	19,713

Attachment B

Exhibit 1B – TSA Locations (CAD Drawings)

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

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

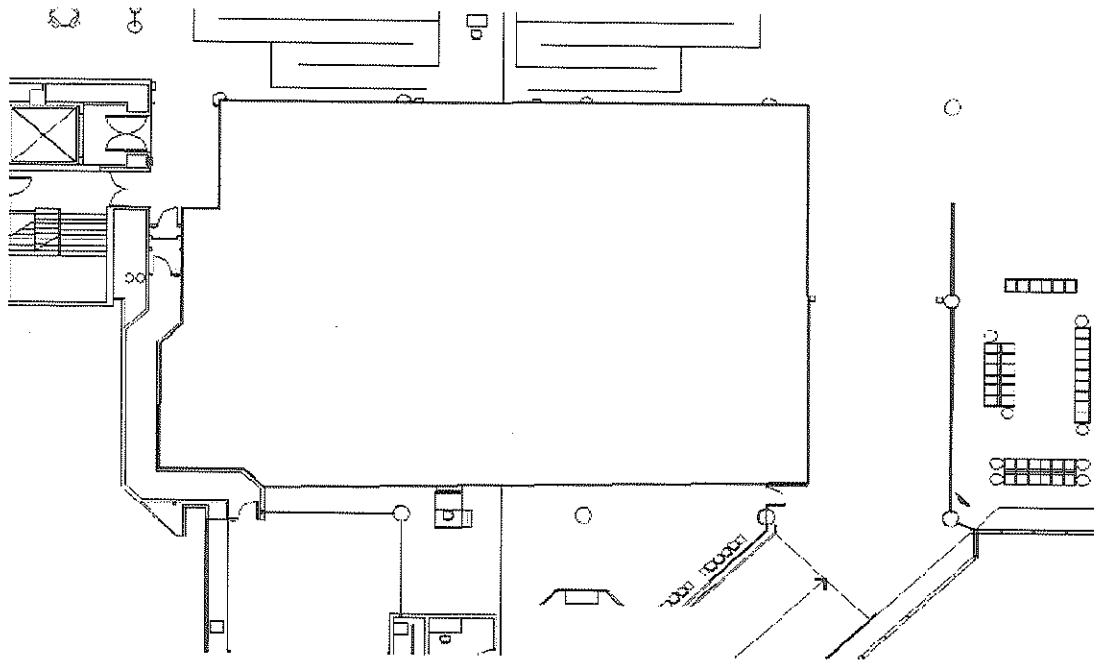


Attachment B

Exhibit 1B – TSA Locations (CAD Drawings) continued

Palm Beach International Airport
Terminal, Level 2

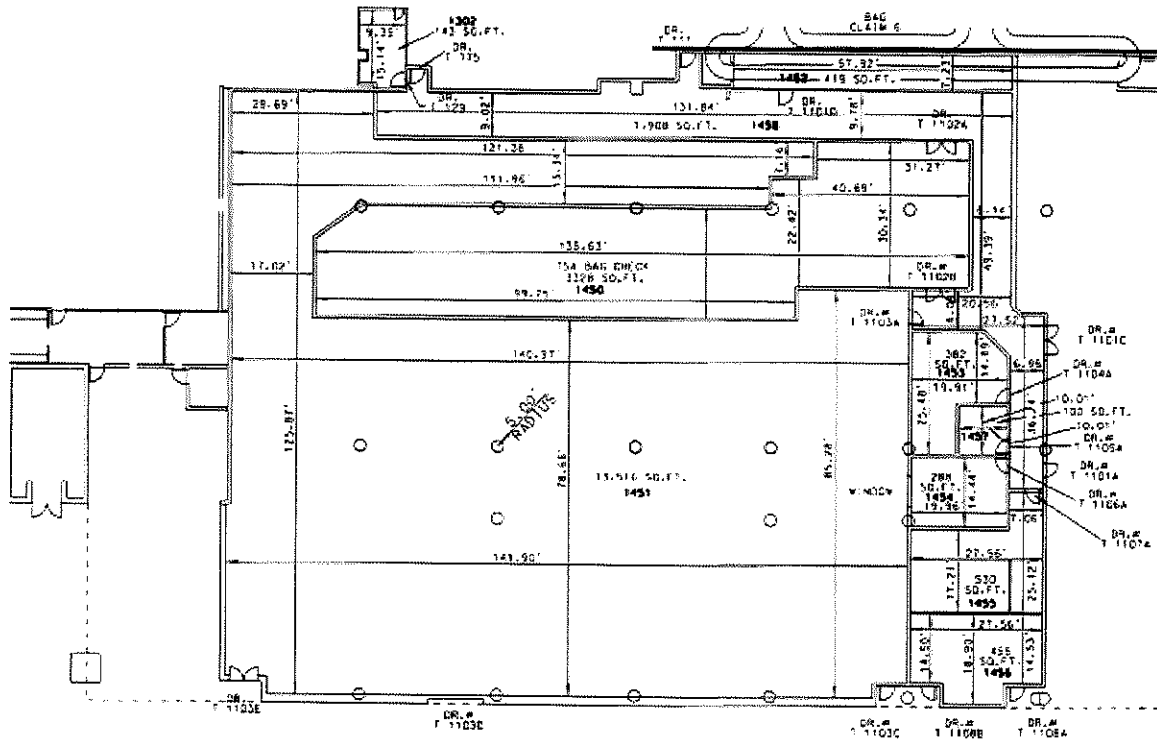
Concourse C Security Checkpoint
Approximately 5,570 square feet



Attachment B

Exhibit 1B – TSA Locations (CAD Drawings) continued

TSA Baggage Screening Space



TSA OPERATIONS/SUPPORT AREA

ROOM #	SQARE FEET
1302	143 SQUARE FEET
1450	3,328 SQUARE FEET
1451	13,516 SQUARE FEET
1454	288 SQUARE FEET
1455	530 SQUARE FEET
1456	1,908 SQUARE FEET
	19,743 SQUARE FEET

Attachment C

Exhibit 2A – Electrical Costs
TSA Screening Equipment Power Consumption Estimate
Effective as of June 1, 2023

version 13
updated: 2/6/2023
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Exhibit 2A
TSA Screening Equipment Power Consumption Estimate
Palm Beach Intl Airport (PBI)
70T01023T7668N017
Base Award
Effective as of June 1, 2023

Version: 13	Input Cost per KWH (\$)	0.0719								
	Equipment	Operating Time (Hours):	Idle Time (Hours):	Turned Off Time (Hours):	Number of Machines:	Per Unit Cost per day (\$)	Total Cost per Day	Total Cost per Month	Total Cost per Year	
EDS:	InVision CTX-2500 [GE]	16.0				\$2,416	\$0.00	\$0.00	\$0.00	
	InVision CTX-5500 [GE]	16.0				\$3,451	\$0.00	\$0.00	\$0.00	
	InVision CTX-9000 [GE, Morpho]	16.0				\$11,159	\$0.00	\$0.00	\$0.00	
	InVision CTX-9400 [GE, Morpho]	16.0				\$11,159	\$0.00	\$0.00	\$0.00	
	InVision CTX-9800 [GE, Morpho]	16.0	8.0	0.0	4.0	\$11,159	\$44.64	\$1,357.66	\$16,291.96	
	L3 eXaminer	16.0				\$6,327	\$0.00	\$0.00	\$0.00	
	UPS	16.0				\$1,380	\$0.00	\$0.00	\$0.00	
	CT-80 [Reveal]	16.0	8.0	0.0		\$3,624	\$0.00	\$0.00	\$0.00	
ETD:	Smiths Detection Ionscan 400B [Barringer]	16.0				\$0,207	\$0.00	\$0.00	\$0.00	
	Thermo Detection EGIS II	16.0				\$1,984	\$0.00	\$0.00	\$0.00	
	Itemiser II [Morpho Detection, GE, Ion Track]	16.0				\$0,115	\$0.00	\$0.00	\$0.00	
	Itemiser DX [Morpho Detection, GE]	16.0				\$0,114	\$0.00	\$0.00	\$0.00	
	Implant Sciences QS220B	16.0	8.0	0.0	25.0	\$0,152	\$3.79	\$115.30	\$1,383.56	
	Smith Detection Ionscan 500DT	16.0				\$0,322	\$0.00	\$0.00	\$0.00	
ETP:	EntryScan3e [GE]	16.0				\$1,380	\$0.00	\$0.00	\$0.00	
	Smith Detection Sentinel II	16.0				\$5,982	\$0.00	\$0.00	\$0.00	
				29.0						
X-Ray Equipment:										
TRX	Rapiscan 520B	16.0				\$1,323	\$0.00	\$0.00	\$0.00	
	Rapiscan 522B	16.0				\$1,323	\$0.00	\$0.00	\$0.00	
	Rapiscan 519	16.0				\$0,690	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 110 [L3]	16.0				\$1,984	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 208 [L3]	16.0				\$1,984	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 237 [L3]	16.0				\$1,984	\$0.00	\$0.00	\$0.00	
	EG&G	16.0				\$1,984	\$0.00	\$0.00	\$0.00	
	Heimann 6040i [Smiths Detection]	16.0				\$0,661	\$0.00	\$0.00	\$0.00	
	Heimann 7555i [Smiths Detection]	16.0				\$1,323	\$0.00	\$0.00	\$0.00	
	Heimann 5030i [Smiths Detection]	16.0				\$1,323	\$0.00	\$0.00	\$0.00	
CT X-RAY	Analogic CT	16.0	8.0	0.0	2.0	\$1,984	\$3.97	\$120.72	\$1,448.64	
AT1	Rapiscan 620DV	16.0				\$1,150	\$0.00	\$0.00	\$0.00	
	Heimann 6040aTix [Smiths Detection]	16.0				\$1,402	\$0.00	\$0.00	\$0.00	
AT2 Scanner	Rapiscan-620DV	16.0	8.0	0.0	10.0	\$1,921	\$19.21	\$584.36	\$7,012.26	
	L3 ACX-6.4MV	16.0				\$1,597	\$0.00	\$0.00	\$0.00	
	Smiths Heimann-6040aTix	16.0				\$2,020	\$0.00	\$0.00	\$0.00	
AT2 AVS	Rapiscan-620DV	16.0	8.0	0.0	10.0	\$0,345	\$3.45	\$104.97	\$1,259.69	
	L3 ACX-6.4MV	16.0				\$0,115	\$0.00	\$0.00	\$0.00	
	Smiths Heimann-6040aTix	16.0				\$0,115	\$0.00	\$0.00	\$0.00	
Document Scanner	Credential Authentication Technology (CAT)	16.0	8.0	0.0	15.0	\$0,152	\$2.27	\$69.18	\$830.13	
WTMD Equipment:	CEIA 02PN20	3.0	21.0	0.0	6.0	\$0,069	\$0.41	\$12.60	\$151.16	
	Metorex 200D Rapiscan	16.0				\$0,046	\$0.00	\$0.00	\$0.00	
	Garrett 6500i Enhanced Metal Detector	16.0				\$0,040	\$0.00	\$0.00	\$0.00	
AIT Scanner	Rapiscan-Secure1000	16.0				\$1,058	\$0.00	\$0.00	\$0.00	
	L3 Provision-SC100	16.0	8.0	0.0	6.0	\$1,058	\$6.35	\$193.15	\$2,317.83	
AIT IO Workstation	Rapiscan-Secure1000	16.0				\$0,115	\$0.00	\$0.00	\$0.00	
	L3 Provision-SC100	16.0				\$0,115	\$0.00	\$0.00	\$0.00	
BLS Equipment:	Thermo Fisher Scientific TruScreen [Ahura]	16.0				\$0,017	\$0.00	\$0.00	\$0.00	
	Cela EMA-MS	16.0	8.0	0.0		\$0,002	\$0.00	\$0.00	\$0.00	
	Smiths Responder	16.0	8.0	0.0	9.0	\$0,003	\$0.02	\$0.72	\$8.69	
Operational Equipment	Motorola Quantar Repeater/Station	24.0	0.0	0.0	1.0	\$0,173	\$0.17	\$5.25	\$62.98	
				59	88					
							Total Cost per Day	Total Cost per Month	Total Cost per Year	
							\$84.29	\$2,563.91	\$30,766.91	
							**	\$2,563.91	\$30,766.92	** the annual amount is rounded for invoicing purposes.

ATTACHMENT D
EXHIBIT 2-B - HVAC and Lighting Costs

ATTACHMENT D
Exhibit 2B - HVAC and Lighting Costs
TSA Checked Baggage Screening Area
OTA 70T01023T7668N017
June 1, 2023

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

Location / SF	Equipment Description	Estimated Kilowatts	Operating Hours Per Day	Kilowatt Hours Per Day	Overall Cents Per Kilowatt Hour	Electrical Consumption Cost Per Day	Consumption Cost Per Month (30.4 days/mo)	Electrical Consumption Cost Per Year	Total Costs
EDS Matrix - Room 1451									
13,516	Air Conditioning	78.93	24	1,894.40	\$7.19	\$136.21	\$4,140.71	\$49,688.51	
13,516	Electrical Lighting	40.548	16	648.77	\$7.19	\$46.65	\$1,418.05	\$17,016.61	
								\$66,705.13	\$66,705.13
CBRA/TSA Bag Check Room 1450									
3,328	Air Conditioning	19.44	24	466.45	\$7.19	\$33.54	\$1,019.55	\$12,234.64	
3,328	Electrical Lighting	9.984	16	159.74	\$7.19	\$11.49	\$349.16	\$4,189.94	
								\$16,424.58	\$16,424.58
OSR Office - Room 1455									
530	Air Conditioning	3.10	24	74.28	\$7.19	\$5.34	\$162.37	\$1,948.42	
530	Electrical Lighting	1.59	16	25.44	\$7.19	\$1.83	\$55.61	\$667.27	
								\$2,615.69	\$2,615.69
Hallways - Room 1458									
1,908	Air Conditioning	11.14	24	267.43	\$7.19	\$19.23	\$584.53	\$7,014.33	
1,908	Electrical Lighting	5.724	16	91.58	\$7.19	\$6.58	\$200.18	\$2,402.17	
								\$9,416.50	\$9,416.50
Office - Room 1454									
288	Air Conditioning	1.68	24	40.37	\$7.19	\$2.90	\$88.23	\$1,058.77	
288	Electrical Lighting	0.864	16	13.82	\$7.19	\$0.99	\$30.22	\$362.59	
								\$1,421.36	\$1,421.36
Breakroom - Room BSO #8									
143	Air Conditioning	0.84	24	20.04	\$7.19	\$1.44	\$43.81	\$525.71	
143	Electrical Lighting	0.429	16	6.86	\$7.19	\$0.49	\$15.00	\$180.04	
								\$705.74	\$705.74
Total Estimated Annual HVAC and Lighting Costs								\$97,289.00	\$97,289.00
Monthly Amount								12	\$8,107.42
HVAC calculations based on: 20 Btu's per square foot, 12,000 Btu's per ton @ 3.504 KWH per ton.									\$8,107.42
Electrical Lighting Calculations Based On: 3 watts per square foot.							** rounded annual amount		\$97,289.04
							\$97,289.00		
							TSA Sq, Ft,	19,713	
							HVAC Costs psf	\$4.935	