

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 2, 2024

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

(A) Receive and file an Award Modification (Modification Number 00007) of Law Enforcement Officer (LEO) Reimbursement Program Other Transaction Agreement (OTA) 70T02021T6114N251 with the Transportation Security Administration (TSA) in the amount of \$27,280 for law enforcement services at Palm Beach International Airport (PBI) for the period commencing April 1, 2024 through May 1, 2024. Delegation authority for the execution of the LEO Agreement was approved by the Board of County Commissioners (Board) on August 14, 2012 (R-2012-1093); and

(B) Approve a Budget Amendment in the Airport's Operating Fund for the receipt of \$27,280 of funding from the TSA.

Summary: The TSA LEO Reimbursement Agreement Program provides grants for reimbursement of airport operators for expenses incurred for the provision of LEO support at airport security checkpoints. The Palm Beach County Sheriff's Office (PBSO) provides LEO support at PBI. Acceptance of LEO Reimbursement Agreements will allow the County to recoup a portion of its costs for the provision of PBSO's services at PBI. Reimbursement is based on the availability of funds and is provided on a first-come, first-serve basis. The initial award in the amount of \$72,000 provided funds for the period of January 1, 2021 through March 31, 2021. Modification Number 00001 in the amount of \$220,000 provided funds for the period of April 1, 2021 through December 31, 2021. Modification Number 00002 in the amount of \$72,000 provided funds for the period of January 1, 2022 through March 31, 2022. Modification Number 00003 in the amount of \$220,000 provided funds for the period April 1, 2022 through December 31, 2022. Modification Number 00004 in the amount of \$72,000 provided funds for the period January 1, 2023 through March 31, 2023. Modification Number 00005 in the amount of \$220,000 provided funds for the period April 1, 2023 through December 31, 2023. Modification No. 00006 in the amount of \$80,080 provided funds for January 1, 2024 through March 31, 2024. Modification No. 00007 in the amount of \$27,280 provided funding for April 1, 2024 to May 1, 2024. At this time, the LEO OTA is not expected to be extended beyond May 1, 2024. **Countywide (AH)**

Background and Justification: The purpose of this Award Modification Number 00007 is to provide for the funding for the LEO Reimbursement Program at PBI for reimbursement of LEO services in support of the passenger screening operations at the security checkpoints in the terminal.

Attachments:

- 1. TSA Award Modification Number 00007 dated May 2, 2024
- 2. Budget Amendment

Recommended By: Laura Ruben Department Director 5/30/24 Date

Approved By: [Signature] County Administrator 6/12/24 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures					
Operating Costs					
External Revenues (Grants)	(\$27,280)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$27,280)				

ADDITIONAL FTE
POSITIONS (Cumulative) _____

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

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

Reporting Category _____

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

Approval of this item will result in the amendment of the FY 2024 Airport's Operating Budget for the receipt of \$27,280 of funding from the Transportation Security Administration. Also included is an increase to Airport Reserves of \$27,280. This funding is a reimbursement for FY 2024 Expenditures.

C. Departmental Fiscal Review: _____

[Handwritten Signature]

[Handwritten Initials]

III. REVIEW COMMENTS

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

Laura Mauer 6/13/24
OK 6/31 OFMB *QA 5/30*
 AAFS/31

Branda March 6/10/24
 Contract Dev. and Control
Red 6/10/24

B. Legal Sufficiency:

Anne Helgert 6-12-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

TSA Award Modification Number 00007
Dated May 2,2024



OTHER TRANSACTION AGREEMENT

OTA NUMBER		REQUISITION NUMBER	
70T02021T6114N251 Modification Number: 00007		PR246114E273	
ISSUED TO		ISSUED BY	
Name & Address: COUNTY OF PALM BEACH 301 NORTH OLIVE AVENUE, SUITE 203, WEST PALM BEACH, FL 33402, US EIN: 596000785 UEI: XL2DNFMPCR44 LOCATION ENTITY CODE:		Name & Address: MISSION ESSENTIALS 6595 Springfield Center Drive Springfield, VA, 20598, US Email: Stacey.Davis@tsa.dhs.gov	
PROGRAM TITLE			
Program LAW ENFORCEMENT OFFICER REIMBURSEMENT PROGRAM (LEORP) Overall Period of Performance 01/01/2024 - 03/31/2024 NAICS PSC S206			
FISCAL DATA			
See Continuation Page		Total Agreement Value: \$983,360.00	
Total Obligated Amount: \$983,360.00			
PURPOSE			
The purpose of this modification to provide 1 month of partial funding for LEO Reimbursement			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
NOT REQUIRED		STACEY D DAVIS	
Participant's Signature		Contracting Officer's Signature	
Date		Date	
TYPED NAME AND TITLE		TYPED NAME AND TITLE	
		DAVIS, Ms. STACEY D MS.	

OTHER TRANSACTION AGREEMENT

Modification Authority OTHER_AUTHORITY	Authority Text ARTICLE V, EFFECTIVE DATE AND TERM, and ARTICLE XIV, CHANGES AND/OR MODIFICATIONS	Justification Provides partial funding for LEO Reimbursement
Header Long/Short Text Attachment PBI - Subject to the availability of funds. This PR is to fund contract number 70T02021T6114N251 for POP from 4/1/2024 - 5/1/2024. Total CY24 Allocation: April 1, 2024 through April 30, 2024 (30 days) 1200 hours @ \$22.00/hr. = \$26,400.00. Also includes additional funding for May 1, 2024 (1 day) 40.00 hours @ \$22.00/hr. = \$880.00 Reimbursement is limited to the actual costs not to exceed the temporary rate of @ \$22.00 per hour and total CY2024 allocation. Reimbursable activities eligible for partial reimbursement are subject to review, certification, and validation of operational necessity based on the requirements within the Statement of Joint Objectives (SOJO). POP: 4/1/24 - 5/1/24 ACQ POC: Stacey Davis		

Summary of Changes

Listing of Incorporated Purchase Requisitions

PR246114E273

Accounting and Appropriation Data Changes

Item Number:0005	\$27,280.00. 2024 0550000A002425DD F270F210F000 5913943100 T24D172700 410019 61000000 61 14000000 14SLR45AR2 010103 000000 000000 000000 0 0 0 0
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Header Information

Total Amount is increased by \$27,280.00 from \$956,080.00 to \$983,360.00.

Supplies or Services and Prices/Costs

Line Item Details:

Line Items Added:

Line Item 0005 is added as follows:

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0005		LEO Reimbursement for PBI	1	Job

OTHER TRANSACTION AGREEMENT

Contract Type: Cost Contract		Total Estimated Cost	\$27,280.00
Description:			
Purchase Requisitions	PR246114E273		
		ACRN	
		Funded Amount	\$27,280.00

IDC Type: Not Applicable

General Terms & Conditions

The following clauses are modified:

ARTICLE I - PARTIES (FEB 2017)

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

(End of Article)

ARTICLE II - AUTHORITY (FEB 2017)

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

(End of Article)

ARTICLE VII - OBLIGATION AND PAYMENT (AUG 2018)

A. Obligation.

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

B. Limitation of Government Obligation.

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

OTHER TRANSACTION AGREEMENT

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

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

It is likely that the TSA will develop a maximum rate that will be used for reimbursement purposes. Reimbursement may be at this rate or at the actual cost, whichever is the lesser of the two. This maximum rate will be based on information that will not be available until the submission review process. The TSA reserves the right to modify the maximum rate during the period of performance as necessary to optimize the impact of the program. Currently the maximum hourly rate for reimbursement is actual costs not-to-exceed \$20.00/hr.

(End of Article)

ARTICLE IX - AUDITS (FEB 2017)

TSA shall have the right to examine or audit relevant financial records for each PALM BEACH COUNTY OF facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, PALM BEACH COUNTY OF shall maintain: project records, technology maintenance records, and data associated with this LAW ENFORCEMENT OFFICER REIMBURSEMENT PROGRAM (LEORP) while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this LAW ENFORCEMENT OFFICER REIMBURSEMENT PROGRAM (LEORP) for each facility.

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

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

(End of Article)

ARTICLE X - AUTHORIZED REPRESENTATIVES (FEB 2017)

TSA Contacts

- DAVIS, Ms. STACEY D
- Stacey.Davis@tsa.dhs.gov
- _____

- JEAN, Mr. YARLEY F

OTHER TRANSACTION AGREEMENT

- _____
- _____

PALM BEACH COUNTY OF Contacts

- _____
- _____
- _____

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The PALM BEACH COUNTY OF will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the PALM BEACH COUNTY OF as a change in scope or liability to either party.

(End of Article)

ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

PALM BEACH COUNTY OF has the affirmative duty to notify the TSA Contracting Officer in the event that PALM BEACH COUNTY OF believes that any act or omission of a TSA agent or employee would increase PALM BEACH COUNTY OF costs and cause the PALM BEACH COUNTY OF to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VII (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the PALM BEACH COUNTY OF receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the PALM BEACH COUNTY OF must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

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

(End of Article)

ARTICLE XII - DISPUTES (AUG 2018)

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of PALM BEACH COUNTY OF. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the PALM BEACH COUNTY OF or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, PALM BEACH COUNTY OF may submit the dispute to the Deputy Assistant Administrator for

OTHER TRANSACTION AGREEMENT

Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

(End of Article)

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

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of PALM BEACH COUNTY OF. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

(End of Article)

ARTICLE XVI - PROTECTION OF INFORMATION (AUG 2018)

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

A. RECORDS AND RELEASE OF INFORMATION

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

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

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

OTHER TRANSACTION AGREEMENT

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

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

B. Publicity and Dissemination of Agreement Information

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

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

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

(End of Article)

Delivery or Performance

Delivery or Performances Added:

For Line Item 0005, the following has been added:

Period Of Performance Start Date	Period Of Performance End Date	Place Of Performance Address
4/1/24	5/1/24	TSA HEADQUARTERS TSAHQ - TSA HEADQUARTERS 6595 Springfield Center Drive Springfield VA US 20598

Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0005.

OTHER TRANSACTION AGREEMENT

List of Documents, Exhibits, and other Attachments

The following attachments are added:

Short Text Attachments:

Title	Description	Short Text	Entity	Reference
PBI MODIFICATIO N PR DESCRIPTION		PBI - Subject to the availability of funds. This PR is to fund contract number 70T02021T6114N251 for POP from 4/1/2024 - 5/1/2024. Total CY24 Allocation: April 1, 2024 through April 30, 2024 (30 days) 1200 hours @ \$22.00/hr. = \$26,400.00. Also includes additional funding for May 1, 2024 (1 day) 40.00 hours @ \$22.00/hr. = \$880.00 Reimbursement is limited to the actual costs not to exceed the temporary rate of @ \$22.00 per hour and total CY2024 allocation. Reimbursable activities eligible for partial reimbursement are subject to review, certification, and validation of operational necessity based on the requirements within the Statement of Joint Objectives (SOJO). POP: 4/1/24 - 5/1/24 ACQ POC: Stacey Davis	Line	0005

Budget Amendment



24-0771

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Advantage Document Numbers
BGRV: 052024*478
BGEX: 052024*1409

FUND 4100 Airport Operations Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 05/20/24	REMAINING BALANCE
<u>REVENUES</u>								
120-1110-3149	Federal Grant Other Transportation	0	154,226	27,280	0	181,506		
Total Receipts and Balances		195,688,596	194,992,936	27,280	0	195,020,216		
<u>EXPENDITURES</u>								
120-9900-9901	Contingency Reserves	83,637,618	82,579,663	27,280	0	82,606,943	0	82,606,943
Total Appropriations & Expenditures		195,688,596	194,992,936	27,280	0	195,020,216		

Signatures & Dates

By Board of County Commissioners

Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Kenneth J. Nash 5/20/24
Lisa M. White 6/3/2024

At Meeting of

Tuesday, July 2, 2024

Deputy Clerk to the

Board of County Commissioners