

U.S. Department of Homeland  
Security  
Arlington, VA 22202



Transportation  
Security  
Administration

January 9, 2013

Subject: Award of Law Enforcement Officer (LEO) Reimbursement Program Other Transactional Agreement (OTA) HSTS0213HSLR091

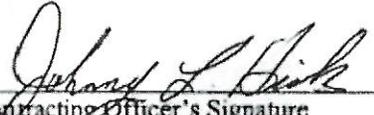
Dear Mr. Burke,

This letter is to inform you that the attached award is made to City of Flagstaff for the Law Enforcement Officer Program under TSA solicitation HSTS02-12-R-SLR349. As noted in the RFP, the award is based on the amount of available funding. Please note that this award is made unilaterally, and it is not necessary to sign and return the contract document. Your contract number is **HSTS0213HSLR091**. The amount of the award is **\$\$80,900.00** for the entire contract period of **12 months**. The period of performance for this contract is from **10/01/2012 until 09/30/2015**.

The Contracting Officer Representative (COR) for this OTA will be Ms. Aimee Jackson. If you have any questions, issues or concerns, please contact Mr. Edwin Pasha, 571-227-3569, Edwin.Pasha@dhs.gov.

Please sign the SOJO and return to this mail box HSTS02RA@dhs.gov within 2 business days after receipt of this award.

Sincerely,

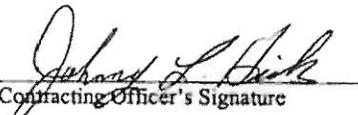
  
Contracting Officer's Signature

Johnny Hicks  
Contracting Officer  
TSA Office of Acquisition



Transportation  
Security  
Administration

**AWARD**

<b>1 AWARD TYPE</b>	<b>2 AWARD NUMBER</b>	<b>3 REQUISITION NUMBER</b>
Other Transaction Agreement	<b>HSTS0213HSLR091</b>	<b>2113203SLR091</b>
<b>4 PARTICIPANT</b>	<b>5 ISSUED BY</b>	
Name & Address: FLG  City of Flagstaff 211 W Aspen Avenue Flagstaff, Arizona 86001-5359	Name & Address: Transportation Security Administration Threat Assessment & Sector Management (TASM) 10W-409N, TSA-25 601 S. 12 <sup>th</sup> Street Arlington VA 20598-6025  Email: <a href="mailto:HSTS02RA@dhs.gov">HSTS02RA@dhs.gov</a> FAX: 703-603-4022	
<b>6 APPLICATION TITLE &amp; DATE</b>		
Law Enforcement Officer Reimbursement Agreement Program HSTS02-12-R-SLR349		
<b>7 PROGRAM PERIOD</b>	<b>8 FISCAL DATA</b>	
Total Program Period 10/01/2012 through 09/30/2015  Funding/Budget Period: 10/01/2012 to 09/30/2013  Effective Date: Date of Signature by TSA Contracting Officer	Federal Share: \$242,700.00  Appropriation No. 5AV134A000D2013ADE010GE000031006100616SLR 5903001514020000 4101 Obligated: \$\$80,900.00	
<b>9 PARTICIPANT PROGRAM COORDINATOR</b>	<b>10 TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COR)</b>	
Kevin Burke Flagstaff Pulliam Airport 211 W Aspen Avenue Flagstaff, Arizona 86001-5359	Aimee Jackson, Program Manager Transportation Security Administration 601 S. 12th Street, TSA-18 East Tower (E8-206S) Arlington, VA 20598-6018 Telephone: 571-227-1532 e-Mail: <a href="mailto:aimee.jackson@dhs.gov">aimee.jackson@dhs.gov</a>	
<b>11 ADMINISTRATIVE DATA</b>	<b>12 FAADS DATA</b>	
Program: Chief Operating Officer Legislative Authority: 49 U.S.C. §§ 106(m) and 114(m)(1) Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597	State Code: Arizona Congressional District: 01 EIN: 86600024 DUNS: 088302625	
<b>13 AUTHORIZED SIGNATURES</b>		
<b>Not Required</b>	 Contracting Officer's Signature January 9, 2013 Johnny L. Hicks, Contracting Officer TYPED NAME AND TITLE	
Participant's Signature _____ Date _____		
TYPED NAME AND TITLE _____		

**TRANSPORTATION SECURITY ADMINISTRATION  
LAW ENFORCEMENT OFFICER PROGRAM  
STATEMENT OF JOINT OBJECTIVES Attachment**

1

This document defines the responsibilities and conditions that the City of Flagstaff hereinafter referred to as the "Participant") acting through its Airport Manager Barney Helmick, Flagstaff Pulliam Airport (FLG) agrees to as part of the Transportation Security Administration (TSA) Airport Law Enforcement Personnel Program, hereafter referred to as the "Program." This document also defines the responsibilities and participation of TSA.

The authority to enter into this Agreement is granted by 49 U.S.C. §§ 106(m) and 114(m). TSA has programmatic authority for the activities undertaken in this Agreement pursuant to 49 U.S.C. §§ 114(g), 44901(g), 44903(e) and 44922(f). The effective date of the Agreement will be the date of the signature by the TSA Contracting Officer.

The Participant agrees to provide qualified law enforcement services on-site at FLG during TSA screening checkpoint operating hours, and to provide law enforcement response 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.

Funding provided under this Agreement is intended to support a highly visible LAW ENFORCEMENT OFFICER (LEO) presence through **on-site** flexible, fixed, or a combination of the two (hybrid) LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

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 support for on-site response to 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:

- Support 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 FSD, Participant and LE service provider.

In addition, the FSD and the participant will determine the appropriate level of participation in TSA's Layered Security Programs (such as Risk Emphasized Flight Screening (REFS), Playbook, Screening Passengers by Observation Techniques (SPOT), Table Top Exercises, Breach Drills and Joint Vulnerability Assessments (JVAs)).

Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), the Airport Security Plan (ASP), regulations, and other authorities regarding LE services as noted above. Should the Participant fail to comply with the provisions outlined in this Agreement, it may face full or partial forfeiture of payment and/or sanctions up to removal from the Program.

## **TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES**

1. Based on the availability of funds, TSA will provide partial reimbursement to the Participant to offset the cost to carry out Aviation LE responsibilities in support of TSA screening activities.

TSA will provide partial reimbursement of the actual/direct costs of "fully burdened" Police Patrol Officers or Equivalent salaries, **up to** the established "not-to-exceed" (NTE) ceiling.

Fully Burdened Rate includes:

- Base salary
- Social Security
- 401(k)/403(b)/457 plans
- Disability Insurance
- Health care benefits
- Pension
- Life Insurance

**TSA will NOT cover overhead, overtime rates, or administrative costs.**

2. The TSA will process Participant monthly invoices promptly after obtaining FSD signature certifying that work was performed in accordance with the Agreement.
3. The TSA will notify the Participant, promptly and in writing, of any changes in the points of contact for invoicing or other issues involving the Agreement.
4. The TSA will provide on an as-needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security and Law Enforcement topics.

## **PARTICIPANT RESPONSIBILITIES IN SUPPORT OF TSA SCREENING ACTIVITIES:**

1. The Participant agrees to maintain a law enforcement presence and response that is adequate to support each system for screening persons and accessible property. This law enforcement presence provides for the safety and security of persons and property against an act of criminal violence or aircraft piracy, and assists in preventing the introduction of TSA prohibited items.
2. The FSD, in consultation with the Participant, has determined that on-site Flexible stationing is appropriate. Participant agrees to maintain 1 LEO in the checkpoint(s) during the hours of screening checkpoint operations each day.

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

3. The Participant will provide monthly invoices to the FSD and to the Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. Monthly invoicing consists of services provided from the 1<sup>st</sup> day of the month to the last day of the month.
4. Invoices must be submitted to the FSD no later than 45 days after the end of the invoiced period of performance.
5. The Participant will notify the FSD, promptly and in writing, of any changes to the points of contact for this Agreement or in the law enforcement agency providing the LE services.
6. The Participant will notify the FSD and LEO Reimbursement Program Office, promptly and in writing, if for any reason the Participant desires to terminate participation in the Program. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.
7. The Participant shall coordinate all media releases and other contact with or by media on the terms and conditions of this Agreement with the FSD.
8. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.
9. In accordance with Federal, State, and Local statutes, the participant will promptly furnish on request incident reports, police reports, and other information dealing with Aviation Security and/or each law enforcement response to transportation security incidents at the airport.
10. The Participant will fully cooperate with regulatory investigations.

11. As requested by the FSD or other TSA representative, the Participant may participate in ongoing as well as new and emerging aviation security programs anywhere screening is being conducted that are related to the services provided by this Agreement. Examples of LEO support that may be eligible for reimbursement **when requested and approved by the FSD** include but are not limited to: baggage handling areas, Visible Intermodal Prevention and Response (VIPR), Playbook, Period of Heightened Alert (POHA), etc.

*Note that such additional activities may only include those which can be performed during periods of TSA screening operations, and do not interfere with the LEO's ability to respond to incidents at the screening checkpoints.*

**ATTACHMENTS**

The TSA may provide administrative and informational updates to the attachments (i.e., updates to the HQ Program Staff listing) without re-issuance of this Agreement. Any new attachment(s) or significant changes to the current attachments will be accomplished through written modifications as provided for in the Terms and Conditions of the Agreement.

**PROTECTION OF INFORMATION**

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

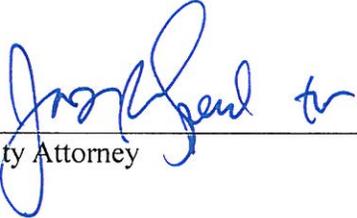
_____ Participant Signature, Authorizing Official	_____ Date
KEVIN BURKE, CITY MANAGER	
_____ Typed Name	_____ Title
_____ Federal Security Director (or designee)	_____ Date
_____ Typed Name	_____ Title

**Grant Agency: U.S. Department of Homeland Security, Transportation  
Security Administration  
Project Title: Law Enforcement Officer (LEO) Reimbursement Program  
Other Transactional Agreement (OTA)  
Grant Number: HSTS0213HSLR091**

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

DEPARTMENT OF HOMELAND SECURITY  
Transportation Security Administration  
LAW ENFORCEMENT OFFICER AGREEMENT PROGRAM

TERMS AND CONDITIONS

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PARTICIPANT: City of Flagstaff

AGREEMENT NO: HSTS0213HSLR091

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 City of Flagstaff (hereinafter Participant). The TSA and City of Flagstaff (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 – AUTHORIZING LEGISLATION

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 - PROGRAM DESCRIPTION

A. Introduction

On November 19, 2001, the President and Congress enacted the Aviation and Transportation Security Act (ATSA), P.L. 107-71, 115 Stat. 597, 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.

## B. Purpose of This Agreement

- I. The Participant agrees to maintain a law enforcement presence and response that is adequate to support each system for screening persons and accessible property. 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. At a minimum the Participant will ensure that the LE service provider:
  - i. Supports TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
  - ii. Follows an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider
  - iii. Participates in TSA's Layered Security Programs (appropriate level of participation to be determined by the FSD and Participant)
- II. The Participant agrees to maintain a sufficient number of LEOs at the checkpoint(s) during the hours of TSA screening checkpoint operations each day. The specific number of LEOs must be identified in the submission.
- III. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.
- IV. In accordance with Federal, State, and local statutes, the Participant will promptly furnish on request incident reports, police reports, and other information dealing with Aviation Security and/or each law enforcement response to transportation security incidents at the airport.
- V. The Participant will fully cooperate with regulatory investigations.
- VI. The Participant shall coordinate all media releases and other contact with or by media on the terms and conditions of the LEO Reimbursement Agreement with the FSD.
- VII. Additional Airport Specific Requirements (These requirements must be accepted by both the FSD and the Participant): Describe any specific LEO support to be provided under this Agreement that is not included elsewhere in the Statement of Joint Objectives (SOJO) but which would benefit TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:
  - i. LEO patrol of a particular area.
  - ii. Unique assistance to local TSA.

- iii. Response time less than that specified in the Airport Security Plan (ASP) (do not include any SSI to include exact response time; reference a measure or percentage of what is required in ASP).

*Note that such additional activities may only include those which can be performed during periods of TSA screening operations, and which do not interfere with the LEOs' ability to respond to incidents at the screening checkpoints.*

#### ARTICLE IV – AUTHORIZED REPRESENTATIVES

- A. *The Contracting Officer is the only TSA official that has the full authority to negotiate, and administer and execute all terms and conditions of this agreement in concurrence with the Program Officer.*

#### TSA Contacts:

##### Contracting Officer (CO)

Johnny Hicks

601 S. 12<sup>th</sup> St. Arlington, VA 20598

Ph: 571-227-3438

Email: [Johnny.hicks@dhs.gov](mailto:Johnny.hicks@dhs.gov)

##### Program Manager/Contracting Officer Representative (COR)

Aimee Jackson

TSA/LEO Reimbursement Office

601 S. 12<sup>th</sup> St. Arlington, VA 20598

Ph: 571-227-1532

Email: [aimee.jackson@dhs.gov](mailto:aimee.jackson@dhs.gov)

##### Senior Program Analyst

Wendy M. Palacio

TSA/LEO Reimbursement Office

601 S. 12<sup>th</sup> St. Arlington, VA 20598

Phone: 571-227-2451

Email: [wendy.palacio@dhs.gov](mailto:wendy.palacio@dhs.gov)

##### Program Analyst/Team Lead (Western Region)

Che' Marshall

TSA/LEO Reimbursement Office

601 S. 12<sup>th</sup> St. Arlington, VA 20598

Phone: (571) 227-4940

Fax: 703-603-3009 E-Fax

che.marshall@tsa.dhs.gov

Program Analyst (Eastern Region)  
Jessica Buelow  
TSA/LEO Reimbursement Office  
601 S. 12<sup>th</sup> St. Arlington, VA 20598  
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Fax: 703-603-3007 E-Fax  
Email: Jessica.buelow@tsa.dhs.gov

Contract Specialist (Eastern Region)  
Edwin Pasha  
Office of Acquisition  
601 S. 12<sup>th</sup> St. Arlington, VA 20598  
Ph: 571-227-3569  
Email: edwin.pasha@dhs.gov

Contract Specialist (Mid-west Region)  
Krista Jones  
Office of Acquisition  
601 S. 12<sup>th</sup> St. Arlington, VA 20598  
Ph: 571-227-4877  
Email: Krista.jones@dhs.gov

Contract Specialist (Western Region)  
Giulietta Dahl  
Office of Acquisition  
601 S. 12<sup>th</sup> St. Arlington, VA 20598  
Ph: 571-227-4683  
Email: giulietta.dahl@dhs.gov

The COR is responsible for providing technical direction and administration under 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 Vendor will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Vendor as a change in scope or liability to either party.

## ARTICLE V – EFFECTIVE DATE AND TERMS

- A. This action consists of a 12 month base year, which will begin upon award, and two 12-month option periods, which will be exercised at the sole discretion of the TSA.
- B. Category Airport: III Estimated Hours per year: 4045 Not-to-Exceed rate:\$20.00
- C. Funds for each future Fiscal Year (Option Period) are contingent upon availability of funds and compliance with the terms of the agreement. Participant may receive a decrease in funding based on funding availability, number of Participants, and/or program under runs. As funds become available a modification to the Agreement will be issued to obligate the additional funds.
- D. This Agreement is for the administration and completion of an approved Homeland Security/Transportation Security Administration program within the Performance Period. Agreement funds shall not be used for other purposes.
- E. No transfer of funds to agencies other than those identified in the approved application shall be made without prior approval of the TSA Contracting Officer.

## ARTICLE VI – FUNDING AND LIMITATIONS

TSA will provide, based on the availability of funds, partial reimbursement to Participants to offset the cost to carry out aviation law enforcement (LE) responsibilities in support of TSA screening activities.

## ARTICLE VII – BILLING PROCEDURE AND PAYMENT

- A. Payment under this award will be authorized by the reimbursement payment method in compliance with information provided in the Application “Budget Information” with supporting invoice document.
- B. TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in this Agreement and the Statement of Joint Objectives (SOJO). Participant is required to provide mandated Law Enforcement Services regardless of funding level or period funding is received.
- C. Requests for reimbursement must be submitted to the FSD or FSD Designee for certification by the end of the month following the monthly period of performance (ex. Request for January’s period of performance must be submitted no later than February 28<sup>th</sup>). The Participant will provide monthly invoices to the FSD/TSA designee and/or Contracting Officers Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. **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.**

Monthly invoicing consists of services provided from the 1<sup>st</sup> 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 Law Enforcement Officers' fully burdened salary rate as described in Attachment 1. Invoices and documentation supporting amount and number of hours billed will be submitted to the FSD no later than 45 days after the end of the invoiced period of performance.

D. The final Request for Reimbursement is due within 45 days of the end of the Program Period.

E. Include banking information and DUNS number on all SF270's submitted.

F. Participant must be registered in the Central Contractor Registration (CCR) at <https://www.bpn.gov/ccr/>. Banking information and DUNS number reflected must match information contained in the Participant's CCR account. Inaccurate information may result in payment delays.

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.

## **ARTICLE VIII – 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 TSA LEO Program 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 X 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 TSA LEO Program for each facility.

[PARTICIPANT NAME] shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred by each facility in the purchase of technologies allowed in the TSA LEO Program. The Contracting Officer, Contracting Officer's Technical Representative, or the

authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at Participant's offices directly responsible for managing the TSA LEO Program.

#### **ARTICLE IX – LIMITATIONS OF LIABILITY**

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

B. 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 VI (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.

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

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

#### **ARTICLE X – 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 Administrator for Acquisition. If the decision of the Deputy Administrator for

Acquisition is unsatisfactory, the decision may be appealed the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

#### **ARTICLE XI – TERMINATION**

A. A. 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.

B. If Participant exercises its right under Paragraph A of this Article to withdraw voluntarily from the project, the Participant agrees to reimburse the United States Government for all monies disbursed to it under this Agreement. If Participant has not qualified for any or all of the disbursements provided for in Article VII – Funding and Limitations the Participant may petition TSA for such funding.

#### **ARTICLE XII – CHANGES AND OR MODIFICATIONS**

A. Changes and/or modifications to this Agreement, with the exception of funding modifications which shall be issued unilaterally, shall be in writing and signed by the TSA Contracting Officer and Participant. The modification shall cite the Agreement number and shall set forth the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

B. All requests for interpretations of this Agreement or modifications to it shall be submitted in writing to the TSA Contracting Officer.

#### **ARTICLE XIII – CONSTRUCTION OF THE AGREEMENT**

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.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

#### **ARTICLE XIV – 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. RELEASE OF TECHNICAL DATA**

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

##### **B. RECORDS AND RELEASE OF INFORMATION**

All Sensitive Security Information (SSI), as defined in 49 CFR Part 1520, shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

##### **C. MEDIA**

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

#### **ARTICLE XV – CLAUSES INCORPORATED BY REFERENCE**

The following are hereby incorporated into this agreement by reference as applicable:

1. 31 CFR 205 Rules and Procedures for Funds Transfers
2. Application Agreement Application and Assurances contained therein received by TSA on 06/13/2007.

For-profit organizations are subject to the provisions of 48 CFR Part 31, "Contract Cost Practices

and Procedures.”

## **ARTICLE XVI – CLAUSES INCORPORATED IN FULL TEXT**

### **A. FOIA**

All requests for information relating to the Terms and Conditions or the performance requirements of this Agreement, to include those under the Freedom of Information Act or Privacy Act, will be forwarded to the TSA Program Officer. The TSA Program Officer will coordinate a response with the TSA FOIA Office.

### **B. ORGANIZATION STAFFING**

The program shall be staffed and organized by the Participant to satisfy its assigned mission and to perform its required functions.

### **C. INSURANCE**

The Participant shall at all times during the duration of this Agreement maintain insurance or be self insured relating to the program and Participant employees covering property, fire, casualty, liability, life, worker’s compensation, and all other forms of insurance customarily obtained by entities in the same industry. The Participant will not insure TSA agents, contractors, or anyone else against any of these risks.

### **D. PUBLIC AFFAIRS**

All public affairs activities related to program(s) sponsored under this award, and its activities must be approved by TSA. This does not preclude the Participant’s personnel from participating in public affairs activities not related to program(s) sponsored under this award solely as agents of the Participant.

### **E. PUBLICATIONS**

Compliance with Section 623 of the Treasury, Postal Service, and General Government Appropriations Act, 1993, reenacted in Section 621 of the fiscal year 1994 Appropriations Act, requires that all Participants disclose the amount and percentage of Federal funding and funding from non-governmental sources when making public announcements about Federally-funded programs in the amount of \$500,000 or more.

### **F. TERMINATION**

Either the Participant or TSA may terminate the Agreement by giving written notice to the other party at least thirty (30) calendars days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Participant’s authority to incur new costs will be terminated upon the date of arrival of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

### **G. BUY AMERICA**

The Participant, Sub-recipients and contractors receiving funds from this award shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest,

impracticable to comply with such a requirement or that it would unreasonable increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the file for record.

H.TRAFFICKING IN PERSONS: The Participant and its contractors receiving funds from this agreement comply with the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)). The full text of this Act is available on line at [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr175\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr175_main_02.tpl).  
tract Cost Practices and Procedures.”

**ARTICLE XVII – 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; and
- 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.

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.

**ARTICLE XVIII – PERFORMANCE REVIEWS**

A. The Program Officer shall review the monthly Certification sheets submitted by the FSD.

B. The annual performance review shall consist of a comparison of the following:

- LEO evaluation/certification results
- ASI Compliance Reports
- Consolidated invoiced and actual cost reports

**End of Agreement HSTS0213HSLR091**