

Memorandum



Date: July 7, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(B)

From: Alina T. Hudak
County Manager

Subject: Ratification of Acceptance and Execution of Other Transaction Agreement #HSTS04-11-H-CT4001 with the Transportation Security Administration for funding of Advance Surveillance Capabilities at Miami International Airport

RECOMMENDATION

It is recommended that the Board approve the attached resolution ratifying the actions of the County Manager's designee, pursuant to provisions of the Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 (6) of the Miami-Dade County Code, in accepting and executing Other Transaction Agreement #HSTS04-11-H-CT4001 between Miami-Dade County and the Transportation Security Administration (TSA) providing funding to the County up to \$7,478,218 for the enhancement of surveillance capabilities at Miami International Airport (MIA). It is further recommended that the Board authorize the County Manager or her designee to execute any further modifications or amendments to this agreement. Lastly, it is recommended that the Board authorize the County Manager to access Group B of Contract No. RQ09-997736-42A-D and authorize an allocation in the amount of \$7,478,218 to complete the project using the federal funds provided by TSA.

SCOPE

The program associated with this Other Transaction Agreement is located within Commissioner Rebecca Sosa's District Six; however, the impact of this project is Countywide in nature as Miami International Airport is a regional asset.

DELEGATED AUTHORITY

Approval of this item authorizes the County Manager or her designee to execute any further modifications or amendments to this agreement.

FISCAL IMPACT

This agreement represents TSA's obligation to fund 100 percent of costs up to \$7,478,218 for the design, procurement, installation and integration of Closed Circuit Television (CCTV) at MIA, an upgrade of the existing CCTV system, and the procurement and integration of an event management system. The first year's maintenance is covered by the OTA. Effective FY 15, the estimated annual maintenance cost to the Department associated with the project is \$301,776, budgeted within MDAD's Maintenance & Operations Budget, Index Codes 725846 and 721126.

PROJECT MONITOR

The Advance Surveillance Project is managed by Miami-Dade Aviation Department (MDAD) Assistant Aviation Director Lauren Stover.

BACKGROUND

The TSA offered MDAD \$7,478,218 in an OTA to enhance surveillance capabilities at MIA. The two-year term of this agreement began on February 18, 2011 and expires on February 18, 2013. Within that time frame, MDAD is obligated to use allocated funds to upgrade MIA's existing CCTV

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page No. 2

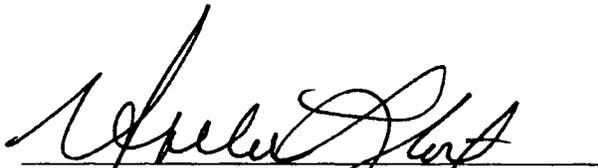
system; to design, procure, install and integrate approximately 190 new CCTVs along with all associated network and recording equipment; and to procure and integrate an event management system. MDAD will own, operate and maintain all assets procured under this project and will share the use of these assets with TSA to provide greater security surveillance capabilities to both organizations.

Additional CCTV views will cover TSA screening operations and other critical areas of the airport, including the baggage claim and airfield operations areas. These new CCTV views will enhance security, aid in the speedy resolution of claims, mitigate theft of passenger baggage, and assist in resolution of law enforcement issues. The necessary upgrade to the existing CCTV system will enhance capacity and provide redundancy as well as video analytics capabilities. Lastly, the event management system will provide threat alerts and real-time digital information, enabling staff to expeditiously make security decisions. Partnering with TSA on this project enhances security and promotes a coordinated security posture at MIA.

Because of the Sensitive Security Information (SSI) involved in this project and the time constraints imposed by the OTA funding agreement, it is in the best interest of MDAD to access an existing contract under the U.S. Communities Program and competitively bid this project to the vendors awarded under this contract. U.S. Communities is a nonprofit government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating their purchasing power nationwide. Lead public agencies competitively solicit contracts which U.S. Communities makes available to agencies and nonprofits nationwide.

In May 2009, Fairfax County, Virginia, acting as the lead agency for U.S. Communities, solicited under full and open competition a Request for Proposals to establish a nationwide contract for the purchase of technology products, equipment and technology services and solutions. Also in February 2, 2010, R-118-10, the Board of County Commission authorized the establishment of accessing Contract No. RQ09-997736-42B-D awarded by Fairfax County, Virginia for Technology Equipment, Services, and Solutions. The contract access awarded department allocations based on specific projects to be completed during the term of the Contract. MDAD is requesting authorization to access Contract No. RQ09-997736-42B-D and an allocation of \$7,478,218 to complete this project with TSA funds awarded through the OTA.

Accessing this contract will ensure the best value for technology and solutions required to fulfill the OTA and will allow MDAD to secure the 100% funding by meeting terms of the OTA. MDAD will also be able to effectively protect Sensitive Security Information involved in this project and obtain the required solution at the most competitive price.


Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 7, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)
7-7-11

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTION OF COUNTY MANAGER, PURSUANT TO PROVISIONS OF ORDINANCE NO. 95-64, IN ACCEPTING AND EXECUTING AN OTHER TRANSACTION AGREEMENT (OTA) NUMBER WITH THE TRANSPORTATION SECURITY AGENCY, PROVIDING FOR REIMBURSEMENT OF \$7,478,218.00 FOR THE ENHANCEMENT OF SURVEILLANCE CAPABILITIES AT MIAMI INTERNATIONAL AIRPORT, AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO ACCESS FAIRFAX COUNTY CONTRACT RQ09-997736-42B-D TO PURCHASE SURVEILLANCE EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$7,478,218.00

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the County Manager has accepted and executed an Other Transaction Agreement (OTA), #HSTS04-11-H-CT4001, with the Transportation Security Agency (TSA), in accordance with the provisions of Ordinance No. 95-64; and

WHEREAS, the OTA provides funding by TSA, in the amount to \$7,478,218 for the enhancement of surveillance capabilities at Miami International Airport (MIA), all as more particularly set forth in the accompanying memorandum from the County Manager; and

WHEREAS, this Board desires to ratify the execution of the said OTA, as required by said Ordinance,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the actions of the County Manager, pursuant to the provisions of Ordinance No. 95-64, in accepting and executing an OTA, provides funding by TSA, \$7,478,218 for the enhancement of surveillance capabilities at MIA all as more particularly set

forth in the accompanying memorandum from the County Manager; and further, this Board authorizes the County Mayor or Mayor's designee to execute any subsequent supplemental agreements thereto, subject to approval by the County Attorney's Office; and authorizing the County Mayor or designee to access Fairfax County Virginia Contract RQO09-997736-42B-D, for the purpose of purchasing surveillance equipment, in an amount not to exceed 7,478,218.00, and to execute and administer any purchase orders associated with such accessed contract.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David M. Murray



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION**

AND

MIAMI-DADE AVIATION DEPARTMENT

**REGARDING
MIAMI INTERNATIONAL AIRPORT**

SURVEILLANCE SYSTEMS

**Negotiated by the TSA pursuant to
Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597
49 U.S.C. § 114(m)(l), and § 106(l) (6)**

HSTS04-11-H-CT4001

TABLE OF CONTENTS

ARTICLE I	PARTIES	2
ARTICLE II	LEGAL AUTHORITY	2
ARTICLE III	SCOPE	2
ARTICLE IV	EFFECTIVE DATE, TERM, AND TERMINATION	4
ARTICLE V	ACCEPTANCE AND TESTING	4
ARTICLE VI	AUTHORIZED REPRESENTATIVES	4
ARTICLE VII	CONTRIBUTIONS, FUNDING, AND PAYMENT	6
ARTICLE VIII	AUDITS	8
ARTICLE IX	FLOW DOWN PROVISIONS	9
ARTICLE X	REQUIRED FEDERAL PROCUREMENT PROVISIONS	9
ARTICLE XI	CHANGES AND MODIFICATIONS	10
ARTICLE XII	TERMINATION	10
ARTICLE XIII	CONSTRUCTION OF THE AGREEMENT	10
ARTICLE XIV	DISPUTES	11
ARTICLE XV	WARRANTIES	11
ARTICLE XVI	LIMITATION OF LIABILITY	11
ARTICLE XVII	PROTECTION OF INFORMATION	11
ARTICLE XVIII	LIMITATION OF ASSIGNMENT	11
ARTICLE XIX	PUBLICITY	11
ARTICLE XX	SURVIVAL OF PROVISIONS	12

ARTICLE I. PARTIES

The parties to this Other Transaction Authority agreement (Agreement) are the Transportation Security Administration (TSA), U.S. Department of Homeland Security (DHS), and Miami-Dade Aviation Department (hereinafter MDAD) relating to Miami International Airport (MIA). The TSA and MDAD agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

ARTICLE II. LEGAL AUTHORITY

This Agreement is entered into under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. § 114(m)(1), and § 106(l) (6), which authorize other transaction agreements.

ARTICLE III. SCOPE

A. Purpose and Objective:

The purpose of this Agreement is to set forth the terms and conditions under which the MDAD will design, install and operate a security surveillance system and the terms and conditions for the shared use of these systems at MIA. The security system herein is defined as all MDAD closed circuit television (CCTV), detection systems and other surveillance hardware and storage equipment, as well as associated electrical, cabling, and support facilities that will be monitored at MIA. The objective of the Agreement is to provide greater surveillance of MIA to include surveillance of TSA areas to enhance security, aid in the speedy resolution of claims, and assist in resolution of law enforcement issues. There is no intent to create a separate system for TSA use.

B. Roles and Responsibilities:

1.0 Installation, Maintenance, and Operation

1.1 MDAD shall design, purchase, install, operate and maintain the security equipment that meets the requirements set forth in this Agreement. Sufficient equipment shall be installed to provide for the views required by the local TSA and agreed upon by MDAD.

1.2 TSA will pay the cost of the system as set forth in Article VII, below. MDAD agrees to use such funds to perform the obligations outlined in Article III.A and B. Any funding required to complete the project that is in excess of the funding provided by TSA as set forth in Article VII, below, shall be resolved pursuant to Articles VII and XI below.

1.3 MDAD will be responsible for all maintenance and repairs of the security system. Maintenance and repairs shall be performed in a reasonable fashion.

1.4 MDAD shall provide for storage of all data from the security system included in this agreement for a minimum of thirty (30) days.

1.5 The security system shall maintain an accurate time and date. This should be synced to an accurate time source.

1.6 To meet reporting requirements, the authority shall provide:

1.6.1 Milestone schedule for the MDAD procurement process

1.6.2 Contractor's execution schedule when available

1.6.3 Acceptance/closeout document

1.6.4 Monthly progress reports to the program office.

1.7 All airports must affirm they have a video system use policy consistent with TSA's "Surveillance System Usage Policy Guidance" and all users of the system are subject to that policy.

1.8 To meet the requirements for the National Environmental Policy Act (NEPA) the following question must be answered and provided to the Program Officer within 15 days after award:

1. Are you aware of NEPA & Historic Preservation reviews or the respective State Historic Preservation Officer (SHPO) evaluations done on the property? If so, can you obtain copies and forward them with your response?

2. Where will the equipment be located (i.e. baggage, checkpoint, perimeter, or control center)?

a. Approximately, how many cameras are involved with this project?

b. What structures are the cameras placed on?

c. How large are the cameras?

d. Will lighting be required if perimeter security is involved?

3. Are there proposed construction activities associated with this effort (e.g. taking down/putting up walls, etc.), if so, is the airport authority paying for these costs or is it included in the agreement?

1.9 The MDAD will establish and provide Project Milestones to the TSA that allow objective measurement of progress toward completion. Project Milestones will be provided to the TSA within 30 days after execution of this Agreement. TSA maintains the right to identify the milestones to be tracked.

2.0 CCTV Access and Control

2.1 Any and all requests for CCTV media received by MDAD shall be coordinated with the local TSA Representative for a Sensitive Security Information (SSI) review in accordance with 49 C.F.R. § 1542.101(c) and 49 C.F.R. § 1520.9(a)(3).

2.2 MDAD shall be the owner and custodian of the sec MDAD shall provide security system as well as any video media generated from the system and will secure all media at all times pursuant to 49 C.F.R. § 1542. Access to all data output will be limited to MDAD, law enforcement agencies and TSA personnel with a need to know in order to operate the system or for law enforcement and security purposes. No part of this provision shall be construed to limit the ability of MDAD and TSA personnel to access the above-referenced media for the purpose of conducting any administrative or criminal investigation. Upon written request, TSA will be provided copies of the data produced for law enforcement investigations, national security investigations, or other administrative investigations, training, or for quality control purposes.

C. Type of Agreement

This Agreement is an “other transaction authority” agreement authorized by 49 U.S.C. § 106(l) (6) and is not a procurement contract, grant or cooperative agreement. It is not intended to be, nor shall it be construed as creating a partnership, corporation, or other business organization.

ARTICLE IV. EFFECTIVE DATE, TERM, AND TERMINATION

The effective date of this Agreement is the date on which it is signed by appropriate representatives for TSA and MDAD, and shall be the date of the last signature (“Effective Date”). The Agreement shall be in effect for a period of two (2) years from the effective date.

ARTICLE V. ACCEPTANCE AND TESTING

Prior to release of final payment, TSA will review the system performance of the security system and determine whether the system conforms to design documents and TSA requirements according to the terms of this Agreement.

ARTICLE VI. AUTHORIZED REPRESENTATIVES

1.0 The authorized representative for each party shall act on behalf of that party for all administrative matters related to this Agreement. Each party’s authorized representative may appoint one or more others to act as authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointments are made to the other party to this Agreement. The authorized representatives for the parties are as follows:

For TSA:

Contracting Officer (CO)

Susan Messina
Transportation Security Administration
TSA – Office of Acquisition – W10-324N
701 S. 12th St
Arlington, VA 20598-6025
Telephone: 571-227-4055
E-mail: susan.messina@dhs.gov

Program Officer and Contracting Officer Technical Representative (COTR)

Ingrid Zegada-Frias
Office of Security Technology, TSA-16
Transportation Security Administration
601 S. 12th Street
Arlington, Virginia 20598-6016
Telephone: 571-227-1110
E-mail: Ingrid.Zegada-Frias@dhs.gov

Alternate Contracting Officer's Technical Representative

James Prokop
Office of Security Technology, TSA-16
Transportation Security Administration
601 S. 12th Street
Arlington, Virginia 20598-6016
Telephone: 571-227-3501
E-mail: james.prokop@dhs.gov

Federal Security Director Representative

Frank Souto
TSA – Miami
8400 NW 36 Street, Suite 300
Miami, Florida 33166
Telephone: 305-421-4212
E-mail: frank.souto@dhs.gov

Airport Authority Point of Contact for all Correspondence:

Lauren Stover
Assistant Aviation Director
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504
Telephone: 305-876-7017
E-mail: LStover@miami-airport.com

Airport Authority Point of Contact for Invoices:

Sunil Harman
Division Director for Aviation Planning, Land Use and Grants
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504
Telephone: 305-876-7017
E-mail: Sharman@miami-airport.com

2.0 The Contracting Officer is the sole authority who can legally obligate the federal government to the expenditure of funds. The TSA Contracting Officer Technical Representative (COTR) is responsible for the technical administration of this Agreement and technical liaison with the Airport Authority. The TSA COTR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize changes affecting the amount or level of funding made available in this Agreement pursuant to Article VII herein.

3.0 MDAD must notify the TSA CO and COTR in the event that any TSA agent or employee takes any action that may be interpreted by the Airport Authority to be contrary to the scope of work set forth in this Agreement.

ARTICLE VII. CONTRIBUTIONS, FUNDING, AND PAYMENT

1.0 TSA will provide funding to MDAD in an amount not to exceed \$7,478,218. Funds in the amount of \$7,478,218 are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

PR: 2111201CT4001

Item No: 00001

Accounting Code: 5AV101A000D2011SWE030GE000523006200622CTO-62020000
00000000-252R-TSA DIRECT-DEF. TASK-D

Funded: \$569,000.00

Item No: 00002

Accounting Code: 5AV101B010D2011SWE044GE012523006200622CTO-62020000
00000000-252R-TSA DIRECT-DEF. TASK-D

Funded: \$6,909,218.00

2.0 MDAD will provide all necessary maintenance and repairs for the airports system.

3.0 In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

4.0 TSA's liability to make payments to MDAD is limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

5.0 Prior to release of the final payment, that is no less than ten percent (10%) of the total project cost, TSA will review the system performance of the security system and determine whether the system conforms to design document and TSA requirements according to the terms of this Agreement. Under no circumstances will TSA be liable for (1) interest charges; (2) any profit to MDAD or (3) costs incurred by the MDAD or its subcontractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA Contracting Officer has the right to recoup any payments made to MDAD if the TSA Contracting Officer determines that the invoices exceed the actual costs incurred, or if the effort substantially deviates from the TSA requirements in this Agreement.

6.0 Payment by TSA is conditioned upon receipt by TSA of an invoice identifying project costs that have been incurred. The United States Coast Guard Center performs the payment function on behalf of the TSA. Central Contractor Registration is mandatory for invoice payment; for further information, please refer to <http://www.ccr.gov>

Invoices shall be submitted at least every sixty (60) days, but not more frequently than every thirty (30) days. Attached to the invoice shall be receipts or other documentation for the work performed, with all appropriate identifications indicating that the obligations have been paid in full. Invoices shall specify the vendor, services provided, and products delivered. Invoices must be submitted to TSA at the billing address identified below, with a copy of each request for payment sent to the TSA Program office via e-mail at OST_ASP_Video_Surveillance@tsa.dhs.gov, Contracting Officer Technical Representative and Contracting Officer as identified in Article VI, above.

Invoice Submission Method: Invoices may be submitted via email, facsimile, or U.S. Mail. MDAD shall utilize only one method per invoice submission. The submission information for each of the methods is as follows:

1. Email Invoices:

FIN-SMB-TSAInvoices@uscg.mil or www.fincen.uscg.mil

2. Facsimile number is: 757-413-7314

The facsimile number listed above shall be used by MDAD for original invoice submission only. If facsimile submission is utilized, MDAD shall not submit hard copies of invoices via the U.S. mail.

3. U.S. Mail:

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

For purposes of submission to the Coast Guard Finance Center, the [Airport Authority's] invoice formats are acceptable. At a minimum, the invoice should contain:

- Agreement Number HSTS04-11-H-CT 4001
- Invoice Date and Invoice Number
- Tax Identification Number
- DUNs Number
- Dollar amount of reimbursement being requested from the TSA funding with sufficient detail of the work/hardware being billed for a determination of scope compliance
- The MDAD Point of Contact with contact information
- Signature of the MDAD authorized representative and certification language "*This is to certify that all services set forth herein were performed during the period stated and that incurred costs billed were actually expended for the Project.*"

7.0 TSA funds may only be spent for allowable, allocable and reasonable costs in accordance with OMB Circular No. A-87 (codified at 2 C.F.R. Part 225), in effect on the Effective Date of the Agreement.

8.0 In exchange for MDAD agreeing to repair, maintain, and operate the equipment, as set forth in Article III.B.1.3, all equipment acquired by MDAD in performance of this Agreement shall be the property of MDAD, whether purchased with TSA or MDAD funds.

ARTICLE VIII. AUDITS

1.0 The federal government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. MDAD and its contractors must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

2.0 As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

3.0 MDAD shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at MDAD and at contractor or subcontractor offices directly responsible for the project.

4.0 MDAD will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the Contracting Officer.

5.0 This Article VIII shall not be construed to require MDAD or its contractors or subcontractors 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 practices.

ARTICLE IX. FLOW DOWN PROVISIONS

MDAD shall include Articles VIII, X, and XVIII, in all contracts or subcontracts relating to this Agreement that exceed \$100,000. Such Articles may be altered only as necessary to identify properly the contracting parties.

ARTICLE X. REQUIRED FEDERAL PROCUREMENT PROVISIONS

The Airport Authority and its contractors shall comply with the following:

1.0 Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted program.

2.0 Where work is covered by the Davis-Bacon Act, Federal Acquisition Regulation Clause 52.222-6 following clause shall apply regarding labor relations to Federally assisted program and provide its contractors with a certification to that effect.

3.0 Federal Acquisition Regulation Clause 52.203-11, "Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions", is incorporated herein by reference into this Agreement.

4.0 Contracts awarded by the Airport Authority of this Project must comply with all provisions established by laws and statutes.

ARTICLE XI. CHANGES AND MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and an authorized representative of MDAD with authority to bind MDAD. The modification shall state 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. The properly signed modification shall be attached to this Agreement and thereby become a part of this Agreement.

ARTICLE XII. TERMINATION

1.0 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, and without incurring any liability or obligation to the terminated party (other than performance of obligations accrued on or prior to the termination date) by giving the other party at least ninety (90) days written notice of termination. Upon receipt of notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

2.0 In the event of termination the following provisions shall remain in full force and effect: Subsections 1.3 and 1.4 and 2.0 of Article III.B. Roles and Responsibilities; Article VIII. Audits; Article XIV. Disputes; Article XVI. Limitation of Liability; Article XVII, Protection of Information; and Article XIX Publicity.

ARTICLE XIII. CONSTRUCTION OF THE AGREEMENT

1.0 Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

2.0 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.

3.0 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. DISPUTES

1.0 When possible, disputes will be resolved by informal discussion between the parties. 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 MDAD or the TSA. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data and a request for relief.

2.0 In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the TSA Assistant Secretary or his or her designee. The parties agree that the TSA Assistant Secretary's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XV. WARRANTIES

TSA makes no express or implied warranties as to any matter arising under this Agreement, or as to the merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE XVI. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of funding obligated under this Agreement at the time the dispute arose. In no event shall the TSA or MDAD be responsible for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE XVII. PROTECTION OF INFORMATION

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

ARTICLE XVIII. LIMITATION OF ASSIGNMENT

MDAD may not assign its rights or obligations under this Agreement to any other entity or person without the prior written consent of the TSA.

ARTICLE XIX. PUBLICITY

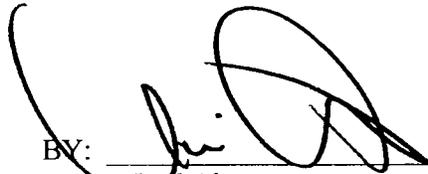
All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XX. SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article VIII – Audits, Article XIV – Disputes, Article XVI – Limitation of Liability, Article XVII, Protection of Information, Article XIX, Publicity, and Article XX – Survival of Provisions.

AGREED:

AIRPORT AUTHORITY

BY: 
KAP José Abreu
Aviation Director
DATE: 1/27/11

**TRANSPORTATION SECURITY
ADMINISTRATION**

BY: 
Susan Messina
Contracting Officer
DATE: 2/18/11

MIAMI-DADE COUNTY
 BOARD OF COUNTY COMMISSIONERS
 OFFICE OF THE COMMISSION AUDITOR



Legislative Notes

Agenda Item: 8A1B
File Number: 111211
Committee(s) of Reference: Board of County Commissioners
Date of Analysis: June 24, 2011
Commission District: 6
Type of Item: Resolution

Summary

This resolution ratifies the actions of the County Manager’s designee, pursuant to Ordinance No. 95-64, in accepting and executing an *Other Transaction Agreement (OTA) No. HSTS04-11-H-CT4001* between Miami-Dade County and the Transportation Security Administration (TSA) to provide funding by TSA in the amount of \$7,478,218 for the enhancement of surveillance capabilities at Miami-International Airport (MIA); and authorizes the County Mayor or designee to access *Fairfax County Virginia Contract RQ009-997736-42B-D*, for the purpose of purchasing surveillance equipment, in an amount not to exceed \$7,478,218.00,

Miami-Dade Aviation Department (MDAD) will own, operate and maintain all assets procured under this project and will share the use of these assets with TSA to provide security surveillance capabilities to both organizations.

**MIA Surveillance Enhancement
 Estimate**

Upgrade of MIA existing CCTV System, Installation and Integration of 190 New CCTVs, Event Management System & Work Stations	
CCTV System Upgrade	2,977,890
Event Management System	523,500
CCTV Installation & Integration	\$2,831,266
Work Station (5)	31,785
Design/Engineering/PM - 7.5%	477,333
Allowance - 10%	636,444
Total	7,478,218

Source: MDAD

Background and Relevant Information

On February 2, 2010, the Board of County Commissioners (BCC), through R-118-10, authorized the establishment of a contract accessing Fairfax County, Virginia Technology Equipment, Services, and Solutions *Contract No. RQ09-997736-42B-D*. However, the BCC amended R-118-10, by bifurcating and authorizing access of this contract only for the Miami-Dade Seaport Department in the amount of \$1.6

million. The BCC also approved a motion to defer award for the remaining nine (9) departments. Among the departments bifurcated, MDAD was one of the departments requesting access to the Fairfax contract.

On March 2, 2010, the BCC, through R-228-10, approved accessing the Fairfax County, Virginia Technology Equipment, Services, and Solutions *Contract No. RQ09-997736-42B-D* for the remaining nine departments mentioned above. Additionally, it approved accessing the competitively established U.S. Communities contract which was competitively solicited for and awarded by Fairfax County, Virginia, for the purchase of information technology equipment, technology services and turnkey solution.

- *According to the Manager's memo, R-228-10, did not provide any contract measures because the county was accessing another entity's contract; services provided were not covered under the Living Wage Ordinance; and the Local Preference Ordinance did not apply.*

Additional Information

In response to questions posed by the Office of the Commission Auditor, MDAD staff provided the following information:

- *Which areas of the MIA will be impacted by this contract? Part of the scope of work under this agreement is the design of the upgrade of the system infrastructure to support new technology such as IP cameras, high resolution recorders and cameras, video content/analytics and storage capacity for additional CCTVs. The areas impacted will be airport-wide.*
- *Will local vendors be able to participate under the US Communities contract? The contract is competitively bid through U.S. Communities, which is a pool of contractors. I don't recall seeing a required DBE/HBE or minority component, although I supposed the awarded contractor could voluntarily hire such a firm.*
- *Does the Living Wage and Local Preference Ordinances apply? According to the February 2, 2010, BCC item approving access to this contract for various department, the Local Preference Ordinance does not apply, and services provided are not covered under the Living Wage Ordinance*

U.S. Communities Program

U.S. Communities is a nonprofit government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating their purchasing power nationwide. Lead public agencies competitively solicit contracts which U.S. Communities makes available to agencies and nonprofits nationwide.

All U.S. Communities contracts have been competitively solicited by a lead public agency in accordance with their government purchasing rules and regulations. Each solicitation contains language that advises all suppliers that the contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement Authority."

Each contract supplier pays a 1% - 2.5% administrative fee to participate in the program and such fees fund operating expenses and offset costs incurred by national and state sponsors.

The U.S. Communities Program is co-sponsored by the National Association of Counties, the National League of Cities, and the National Institute of Governmental Purchasing.