

Memorandum



Date: July 8, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez".

Agenda Item No. 3(B)(5)

Resolution No. R-612-20

Subject: Resolution Ratifying Actions Related to Miami-Dade Aviation Department's Expedite Ordinance No. 95-64, codified as section 2-285(6) of the Code of Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the actions of the County Mayor or County Mayor's designee pursuant to Miami-Dade Aviation Department's (MDAD) Expedite Ordinance No. 95-64, codified as section 2-285(6) of the Code of Miami-Dade County, in executing the Transportation Security Administration (TSA) Other Transaction Agreement (OTA) identified herein and in Exhibit A, as attached. Below is a summary of the OTA and a brief description of the project to which it relates.

TSA Grant

TSA OTA No. 70T04019T9NRCA600 (attached as Exhibit B) for MDAD Project entitled: Miami International Airport (MIA) Perimeter Protection Project (MDAD Project No. AA142A). This OTA provides for a grant amount of up to \$6,260,648.56.

Total costs associated with MDAD Project No. AA142A are estimated at \$6,260,648.56. Under OTA No. 70T04019T9NRCA600, TSA is providing \$6,260,648.56, or 100 percent of project costs.

Scope

The commission district of the project location is District 6 represented by Vice Chairwoman Rebeca Sosa as noted on Exhibit A; however, the project has a countywide impact.

Delegation of Authority

Pursuant to section 2-285(6) and subject to ratification by the Board, the County Mayor may execute all standard form federal grant documents or state joint participation agreements, including acceptance of grant or joint participation commitments required to be imposed by federal or state law as a condition to the County's receiving grant or joint participation benefits. The attached resolution delegates to the County Mayor or County Mayor's Designee the authority to exercise all provisions, including the termination provisions, in the OTA attached as Exhibit B to this memorandum.

Fiscal Impact/Funding Source

The fiscal impact and funding sources to the County are detailed above and in Exhibit A.

Track Record/Monitoring

MDAD's Assistant Director for Public Safety and Security, Mark O. Hatfield Jr., will monitor and oversee the implementation of this OTA.

Background

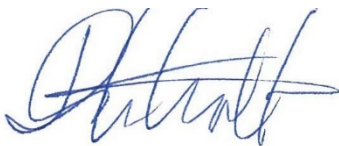
On April 6, 1995, the Board approved Ordinance No. 95-64 delegating to the County Mayor or County Mayor's designee the authority to execute all standard form federal and state grant documents, including acceptance of grant or joint participation commitments required to be imposed by federal or state law as a condition to the County's receiving grant or joint participation benefits, subject to Board ratification without prior need for Board approval.

Exhibit A includes the details of the TSA grant for which ratification is being requested. Exhibit A contains the information bulleted below:

- Department Name
- Contract Type
- Grant Type
- Grant No.
- Contract No. / Project No.
- Project Name
- Firm Awarded
- Commission District
- Grant Amount
- Funding Source
- O&M Costs
- Estimated Start / End Date
- Contract Measures: Small Business Enterprise (SBE) Goods & Services; SBE-Architectural/Engineering (A/E); SBE-Construction; Community Workforce Program (CWP)
- Brief Project Description

Exhibit B contains OTA No.70T04019T9NRCA600 as represented in this memorandum. It has been executed by the County Mayor's designee in accordance with MDAD's Expedite Ordinance No. 95-64. Copies are available upon request from MDAD's Governmental Affairs Division.

Attachments



Jack Osterholt

Exhibit A

Ratification of Grants Authorized by Ordinance No. 95-64

Dept. Name	Contract Type	Grant Type	Grant #	Contract No.	Project Name	Firm Awarded	Commission District	Grant Amount	Funding Source	O&M Costs	Est. Start Date	Contract Measures				Brief Project Description
				Project No.							Est. End Date	SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	
MDAD	Grant Disbursement	Transportation Security Administration (TSA) Other Transaction Agreement (OTA)	70T04019T9NRC600	MDAD AA142A	Miami International Airport (MIA) Perimeter Protection Project	N/A	District 6, Vice Chairwoman Rebecca Sosa	\$6.26M	TSA	\$92,500	Beginning Date of Agreement: 09/17/2019 Ending Date of Agreement: 09/17/2021	N/A	N/A	N/A	N/A	The project consists of the installation of perimeter intrusion detection technologies to enhance perimeter security at MIA and allow TSA to evaluate such technologies in a live operational environment. Under the OTA, MDAD is obligated to design, procure, install, integrate, operate, test and maintain technologies during the two-year term of the agreement. MDAD will complete the design of the project and will install the specified technologies up to the funding allocation and in priority order as established by MDAD.

EXHIBIT B



OTHER TRANSACTION AGREEMENT
BETWEEN
TRANSPORTATION SECURITY ADMINISTRATION (TSA)
AND
MIAMI-DADE COUNTY
Relating to
Miami International Airport Perimeter Protection Project

OTA NUMBER 70T04019T9NRCA600



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER		REQUISITION NUMBER	
70T04019T9NRCA600		2119209RCA600	
ISSUED TO		ISSUED BY	
Name & Address: Miami-Dade County P.O. Box 025504 Miami, Florida 33102-5504 DUNS: 137572561 EIN: 86-0455697 Location of Entity: Miami, FL		Name & Address: Transportation Security Administration 701 South 12 th Street Arlington, VA, 20598 Email: Debra.Munson@tsa.dhs.gov	
PROGRAM TITLE			
Program: Airport Infrastructure Protection (AIP) Period of Performance: Period of 2 years from date of award. NAICS: 238210 PSC: S211			
FISCAL DATA			
Accounting Line: 5OS189A000D2019SWE080GE000023007573730ORC/7573050300000000/3119/TSA DIRECT/DEF.TASK Obligated: \$5,146,649.16 Accounting Line: 5OS190A000D2019SWE080GE000023007573730ORC/7573050300000000/3119/TSA DIRECT/DEF.TASK Obligated: \$1,113,999.40 TOTAL OBLIGATED: \$6,260,648.56			
PURPOSE			
The purpose of this Other Transactional Agreement (OTA) with Miami-Dade County is to set forth the terms and conditions under which the County will approve designs, install, integrate, operate, and test new security technologies in support of the Perimeter Intrusion Detection and Deterrence Program.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
 Participant's Signature		9-16-19 Date	
Lester Sola, Aviation Director & Chief Executive Officer		DEBRA J MUNSON Digitally signed by DEBRA J MUNSON Date: 2019.09.17 11:12:30 -04'00' 09/17/2019	
TYPED NAME AND TITLE		Contracting Officer's Signature Date	
		Debra Munson, Contracting Officer	
		TYPED NAME AND TITLE	

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 Miami-Dade County/ (hereinafter referred to as the "County") as owner and operator of Miami International Airport (MIA). The TSA and the County agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

(End of Article)

ARTICLE II - AUTHORITY (FEB 2017)

TSA and the County 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(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

(End of Article)

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE (AUG 2018)

A. Introduction:

HR 1625, The Consolidated Appropriations Act of 2018, directed the TSA to develop and execute “a multi-year plan to analyze and test perimeter intrusion detection and deterrence technologies in partnership with airports.” This mission was assigned to RCA Intermodal Division (IMD), as best technically qualified to perform it. To meet this legislative requirement, TSA drew upon its significant experience and expertise with conducting research, assessments, and operational testing of perimeter intrusion detection and deterrence technologies in multiple surface transportation and infrastructure domains. To allocate FY18 directed funding towards the testing and analysis of airport perimeter security technology, TSA submitted a project implementation plan to Congress.

B. Background:

TSA selected Miami International Airport (MIA) during Q4 of FY18. The TSA selected this airport using robust-risk based methodologies which ranked airports based on an aggregate assessment of data of the site’s threat, vulnerability, consequence, and intrusion incidents.

C. Purpose:

The purpose of this Agreement is to set forth the terms and conditions under which the County will approve designs, install, integrate, operate, and test new security technologies (hereinafter referred to as the "Security Technologies") on portions of the existing perimeter. The Security Technologies are listed in Appendix I. The Security Technologies herein are defined as the County's and TSA's mutually selected perimeter security system and associated hardware and storage equipment, as well as associated electrical, cabling, network infrastructure, and support facilities at MIA. The objective of the Agreement is to provide greater infrastructure protection at MIA in addition to analyzing and testing perimeter intrusion detection and deterrence technologies for the purpose of assisting external stakeholders in meeting their Airport Security Plan Requirements.

(End of Article)

ARTICLE IV – RESPONSIBILITIES (AUG 2018)

1.0 Installation, Maintenance, and Operation

1.1 The County will allow the U.S. Naval Surface Warfare Center Panama City Division (hereinafter “Panama City”), TSA, and associated contractors to mutually design Security Technologies.

1.2 The County shall purchase, install, operate and maintain expanded/enhanced Security Technologies equipment that meets the requirements set forth in this Agreement.

1.3 The County shall allow Panama City, TSA, and (with the approval of Panama City and TSA) associated contractors to collect data and information from the Security Technologies installed at MIA on a bi-weekly basis during the first six months and periodically for up to two years as directed by H.R. 1625, the Consolidated Appropriations Act of 2018, to assess and evaluate the effectiveness and suitability of proposed Security Technologies in operational environments.

1.4 The County shall agree that the data and information resulting from this project will be published by TSA for use by other appropriate, qualified and vetted Airport Authorities. Confidential information proprietary to the County will be respected and TSA will allow the County to review the information before dissemination to vetted Airport Authorities.

1.5 The County shall support Panama City, TSA, and associated contractors to test Security Technologies by allowing access to applicable airport areas and providing escorts, subject to compliance by such individuals or entities with applicable law, rules, and regulations.

1.6 TSA will contribute to the cost of the Security Technologies as set forth in Article VII, below. The County agrees to use such funds to perform the obligations outlined in Article IV. Any funding required to complete the project that is in excess of the funding provided by the TSA as set forth in Article VII, below, shall be resolved pursuant to Articles XI and XII.

1.7 The County will be responsible for all maintenance and repairs of the Security Technologies as expanded. Maintenance and repairs shall be performed in a reasonable fashion and with the same level of effort as the other airport security systems. The County shall own and hold title to the Security Technologies. Notwithstanding, County maintenance obligations shall not survive the two-year data collection and assessment period as outlined in Article IV, Section 1.3.

1.8 The County shall provide for storage of all data from the Security Technologies covering the TSA funded perimeter security areas mutually agreed to by the parties for a minimum of thirty (30) days.

1.9 The Security Technologies shall maintain an accurate time and date. This should be synced to an accurate time source.

1.10 To meet TSA reporting requests during the procurement and installation phase, the County shall provide:

- a) Milestone schedule for the County's procurement process via email within 5 business days after execution of the OTA.
- b) Agreement holder's execution schedule within 5 business days from when available.
- c) Monthly progress reports that align with the template provided by TSA, which will include

reporting items such as: project status, financial information, risks to cost, risks to schedule, and risks to performance.

- d) Bi-Weekly project reviews in the form of conference calls with TSA, which will include topics such as: current status, project lifecycle, identified risks, and proposed solutions

1.11 To meet TSA reporting requests after installation, the County shall provide:

- a) Monthly metrics reported to the TSA; and the opportunity for TSA, Panama City, and associated contractors to download or retrieve data necessary to meet TSA's obligation to assess and investigate technology performance.
- b) Monthly progress reports that align with the template provided by TSA, which will include reporting items such as: project status, financial information, risks to cost, risks to schedule, and risks to performance.
- c) Bi-Weekly project reviews in the form of conference calls with TSA, which will include topics such as: current status, project lifecycle, identified risks, and proposed solutions.
- d) Quarterly conference calls between TSA and County leadership, which will comprise of high level discussion regarding project status and risk mitigation strategies.

1.12 The County must affirm they have a system use policy consistent with TSA's "Surveillance System Usage Policy Guidance" and all users of the system are subject to that policy, as Requirement and Capabilities Analysis (RCA), Airport Infrastructure Protection (AIP) uses this contractual vehicle to establish an agreement between the TSA and the County. The agreement is continued with an ongoing operational agreement, a Memorandum of Understanding (MOU), between the TSA and the County.

During the course of the project and prior to completion/closeout, the TSA and the County shall develop a MOU within 30 days before the end of the OTA. The MOU will document the specific agreement for Security Technologies operations, rules of use and engagement, and all other aspects related to the use and maintenance of the Security Technologies. This should include considerations to protect the privacy rights of the general public, integrity of the system, and validation that the system is maintained and operating as required to meet the requests as indicated in the Requirements Document. AIP staff will work with the County and the TSA to aid in the development of the MOU and provide appropriate samples of completed MOUs based on the size and complexity of the security system.

1.13 The National Environmental Policy Act (NEPA) requires the following questions to be answered. Airports should comply with the law and are requested to provide their answers to the Contracting Officer's Representative (COR) via email within 15 days after execution of this Agreement:

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 on the perimeter?

- a. Approximately, how many separate sensors are included in the project plan?
- b. What structures are the sensors placed on?
- c. How large are the sensors?
- d. Will lighting be required by the security systems?

3. Are there proposed construction activities associated with this effort (e.g. taking down/putting up

walls, etc.), if so, is the County paying for these costs or is it included in the Agreement?

1.14 The County 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 COR via email within 10 business days of execution of the OTA. TSA maintains the right to identify the milestones to be tracked. TSA will conduct quarterly site visits based on milestones identified by the County. Site visits will consist of meetings with relevant stakeholders (i.e. Federal Security Director (FSD), Transportation Authority (TA), Airport Program Managers, and Project Engineers) survey of testing area, and review of testing data.

2.0 Security Technologies Access and Control

2.1 Any and all requests for Security Technologies media received by the County that pertain to TSA security operations 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) and the parties' separate agreement related to SSI review.

The County shall be the owner and custodian of the Security Technologies as well as any data generated from the Security Technologies and will secure all data at all times pursuant to 49 C.F.R. § 1542. Access to all data output with potential SSI information will be limited to the County, law enforcement agencies, TSA personnel, and associated contractors with a need to know in order to operate the system or for law enforcement and security purposes. Output from Security Technologies that do not contain SSI can be distributed as needed to airlines, tenants and other requesting parties in accordance with County policy and Florida law. No part of this provision shall be construed to limit the ability of the County and TSA personnel to access the above-referenced data for the purpose of conducting any administrative or criminal investigation. Upon written request and approval by the County, 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. No provisions within this paragraph shall limit ability of TSA, Panama City, and associated contractors to retrieve technical data and information solely for purposes of analysis and investigation of technology performance.

(End of Article)

ARTICLE V - EFFECTIVE DATE AND TERM (AUG 2018)

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

(End of Article)

ARTICLE VI - ACCEPTANCE AND TESTING (FEB 2017)

Prior to release of final payment, which shall be no less than ten percent (10%) of the total Agreement funded value, the TSA will review the performance of the Security Technologies and determine whether the system conforms to TSA requirements. The technologies will be determined acceptable if they pass a formal TSA-approved inspection per checklist to be provided to TSA as part of the initial design approval.

(End of Article)

ARTICLE VII - FUNDING AND LIMITATIONS (AUG 2018)

1.0 TSA will provide funding to the County in an amount not to exceed \$6,260,648.56. Funds in the amount of \$6,260,648.56 are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

Accounting Line:

5OS189A000D2019SWE080GE000023007573730ORC/7573050300000000/3119/TSA

DIRECT/DEF.TASK

Obligated: \$5,146,649.16

Accounting Line:

5OS190A000D2019SWE080GE000023007573730ORC/7573050300000000/3119/TSA

DIRECT/DEF.TASK

Obligated: \$1,113,999.40

TOTAL OBLIGATION: \$6,260,648.56

2.0 The County will provide all necessary maintenance and repairs for the Security Technologies through the two-year data collection and assessment period.

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 the County is limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

Prior to release of the final payment, which will be no less than ten percent (10%) of the total Agreement funded value, TSA will review the performance of the Security Technologies and determine whether the system conforms to TSA requirements according to the terms of this Agreement. Under no circumstances will TSA be liable for (1) interest charges; (2) any profit to the County or (3) costs incurred by the County or its sub-agreement holders or agents to perform work not in compliance with the TSA requests in this Agreement. The TSA Contracting Officer has the right to recoup any payments made to the County 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.

(End of Article)

ARTICLE VIII - BILLING PROCEDURE AND PAYMENT (AUG 2018)

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

Payment / Performance Provisions

Invoicing: 30 days after award, the County shall deliver to TSA a project schedule with high level milestones that will be used to track both progress and occasions for invoicing.

Billing Address:

United States Coast Guard Finance Center

TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

The Miami-Dade County invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

Agreement Number – **70T04019T9NRCA600**

Invoice Date

Invoice Number

Name and Address of Miami-Dade County Entity Requesting Fund Disbursement

Point of Contact, with Address, Telephone, Fax and E-mail Contact Information

Tax Identification Number

Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA

Total Amount of Funds Requesting to be Disbursed by TSA

Electronic Funds Transfer (EFT) Banking Information (If Applicable)

Remittance Address

Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*

Signature of Requestor's Authorized Representative with Date

Name and Address of the Miami-Dade County facility

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.

(End of Article)

ARTICLE IX - AUDITS (FEB 2017)

TSA shall have the right to examine or audit relevant financial records for Miami-Dade County, 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, the County shall maintain: project records, technology maintenance records, and data associated with this Perimeter Intrusion and Detection Project while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

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

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 Miami-Dade County, 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.

The County shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred in the performance of this Agreement. The Contracting Officer, Contracting Officer's 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 the County's offices directly responsible for managing the security system project.

(End of Article)

ARTICLE X - AUTHORIZED REPRESENTATIVES (FEB 2017)

TSA Contacts:

Contracting Officer (CO)

Debra Munson
Transportation Security Administration
Contracting and Procurement, TSA-25
701 South 12th Street
Arlington, VA 20598-6025
Telephone: 571-227-5864
E-mail: Debra.Munson@tsa.dhs.gov

Contract Specialist (CS)

Aaron Lewis
Transportation Security Administration
Contracting and Procurement, TSA-25 701
South 12th Street
Arlington, VA 20598-6025
Telephone: 571-227-2024
E-mail: Aaron.J.Lewis@tsa.dhs.gov

Contracting Officer Representative (COR)

Ingrid Zegada-Frias
Transportation Security Administration
Requirements and Capabilities Analysis, TSA-16
701 South 12th Street
Arlington, VA 20598-6016
Telephone: 571-227-1110
E-mail: Ingrid.Frias@tsa.dhs.gov

Federal Security Director

Daniel Ronan
Transportation Security Administration
Miami International Airport
1336 NW 78th Ave
Miami, FL 33126
Telephone: 305-421-2443
Email: Daniel.Ronan@tsa.dhs.gov

Assistant Federal Security Director

Richard Rzucidlo
Transportation Security Administration
4200 N.W. 21 St. Concourse F 3rd floor
Miami, FL 33122
Telephone: 305-421-2407
Email: Richard.Rzucidlo@tsa.dhs.gov

TSA Project Manager

Frank Souto
Transportation Security Administration
Miami International Airport
4200 N.W. 21 St. Concourse F 3rd floor
Miami, FL 33122
Telephone: 305-597-7900
Email: frank.souto@tsa.dhs.gov

Miami International Airport Contacts:

Airport Security Director Coordinator:

Susan Feeney
Miami International Airport
P.O. Box 025504
Miami, FL, 33102
Telephone: 305-876-7016
Email: sfeeney@miami-airport.com

Airport Grants Program Manager:

José A. Ramos, R.A.
Miami International Airport
P.O. Box 025504
Miami, FL, 33102
Telephone: 305-876-8080
Email: jramos@miami-airport.com

Invoicing Representative:

Ana Finol
Miami International Airport
P.O. Box 025504
Miami, FL, 33102
Telephone: 305-876-0585
Email: afinol@miami-airport.com

The Contracting Officer is the sole authority who can legally obligate the Government as to the expenditure of funds, change of scope of work, or authorize any changes which affect the liability of the TSA. The COR is responsible for the technical administration and is the 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 County will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the County 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.

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

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

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

(End of Article)

ARTICLE XII – DISPUTES (AUG 2018)

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the County. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the County or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the County may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

(End of Article)

ARTICLE XIII – TERMINATION (AUG 2018)

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

If the County exercises its right to withdraw voluntarily from the project, the County agrees to reimburse the United States Government for all monies disbursed to it under this Agreement.

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.

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

(End of Article)

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT (FEB 2017)

This Agreement is issued under 49 U.S.C. §106 (1)(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.

In the event that any Article and/or parts of this Agreement are determined to be void or otherwise invalid or unenforceable, 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.

(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 OTA Agreement holder (OTA Entity) would fall under the provision of 49 CFR § 1520.7(k): *Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.*

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

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

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

(End of Article)

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

For agreements that require access to TSA facilities, information systems, or sensitive but unclassified information (other than SSI), all members assigned to work under this Agreement are subject to a fitness determination to assess whether their initial employment or continued employment pursuant to a TSA agreement protects or promotes the efficiency of the agency. TSA, by and through the Security Division, Personnel Security Section (PerSec), will allow members assigned to work under this Agreement to commence work only if a review of the OTA holder's employee's preliminary background check is favorable. All members assigned to work under this Agreement with unfavorable preliminary background checks will not be allowed to work on a TSA agreement.

A fitness determination involves the following three phases:

Phase 1: Enter On Duty Fitness Determination: a review of an OTA holder's employee's consumer credit report, criminal history records, and submitted security forms to determine, to the extent possible, if the OTA holder employee has bad debt and/or criminal offenses and/or falsification issues that would prohibit work under a TSA agreement. This determination may include verification of citizenship for employees born outside of the United States. A favorable Enter On Duty Suitability Determination is not a final fitness determination; rather, it is a preliminary review of external data sources that allows the OTA holder employee to commence work prior to the required background investigation being completed.

When an OTA holder employee is deemed eligible to commence work on a TSA agreement, TSA PerSec will notify the appropriate Contracting Officer's Representative (COR) of the favorable determination. Similar notifications will be sent when an OTA holder employee has not passed the preliminary background check and has been deemed unsuitable.

Phase 2: Background Investigation: Once the OTA holder employee commences work on a TSA agreement, TSA PerSec will process all submitted security forms to determine whether the OTA holder has previously been the subject of a federal background investigation sufficient in scope to meet TSA minimum investigative requirements. OTA holder employees who have a federal investigation sufficient in scope will immediately be processed for final fitness adjudication. Those OTA holder employees who do not have a previous federal background investigation sufficient in scope will be scheduled for the appropriate level background investigation through the submission of their security forms to the Office of Personnel Management (OPM).

Phase 3: Final Fitness Adjudication: TSA PerSec will complete the final fitness determination after receipt, review, and adjudication of the completed OPM background investigation. The final fitness determination is an assessment made by TSA PerSec to determine whether there is reasonable expectation that the continued employment of the TSA OTA holder employee will or will not protect or promote the efficiency of the agency. An unfavorable final fitness determination will result in a notification to the COR that the OTA holder employee has been deemed unfit for continued performance under the agreement and that he/she shall be removed from the TSA agreement.

(End of Article)

ARTICLE XVIII – SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article IV – Responsibilities; Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XVI – Protection of Information; and Article XVIII – Survival of Provisions.

APPENDIX I – TECHNOLOGIES UNDER CONSIDERATION

MIA Sensors	
Sensors	Description
Echodyne MESA SSR radar	Small form factor radar
Oncam 360° Camera	360° outdoor camera
Pelco Spectra 1080p 30x color PTZ Camera	PTZ camera
Bosch Starlight NBN-80052-BA color fixed camera	Fixed Camera
Redscan RLS 3060SH	Creates an invisible laser wall or plane and detects any intrusion breaching it; Can determine moving object's size, speed, and distance from detector
Axis Q8742-E Thermal Pan-Tilt Camera	Pan-tilt camera
FLIR F-606 Thermal Camera	Fixed thermal camera with a 100mm lens
FLIR F-618 Thermal Camera	Fixed thermal camera with a 35mm lens

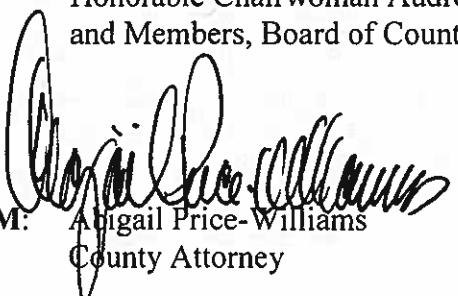


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(5)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 3(B)(5)
7-8-20

RESOLUTION NO. R-612-20

RESOLUTION RATIFYING THE ACCEPTANCE AND EXECUTION OF OTHER TRANSACTION AGREEMENT NO. 70T04019T9NRCA600 BETWEEN MIAMI-DADE COUNTY AND THE TRANSPORTATION SECURITY ADMINISTRATION, PROVIDING MIAMI-DADE COUNTY WITH \$6,260,648.56 IN FUNDING FOR THE INSTALLATION OF PERIMETER INTRUSION DETECTION TECHNOLOGIES AT MIAMI INTERNATIONAL AIRPORT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED IN THE AGREEMENT, INCLUDING TERMINATION

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

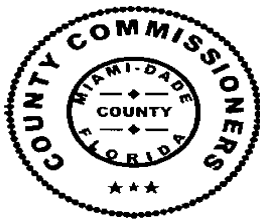
Section 1. Ratifies the acceptance and execution of Other Transaction Agreement No. 70T04019T9NRCA600 between Miami-Dade County and the Transportation Security Administration, attached as Exhibit B to the accompanying memorandum, providing Miami-Dade County \$6,260,648.56 in funding for the installation of perimeter intrusion detection technologies to enhance perimeter security at Miami International Airport.

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the Other Transaction Agreement No. 70T04019T9NRCA600, including termination.

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

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

APP

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