Memorandum

MIAMI-DADE COUNTY

Date: May 4, 2021

Agenda Item No. 8(A)(3)

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-405-21

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

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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) 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, and attached as Exhibit B. Below is a summary of the grant agreement and a brief description of the project to which it relates.

TSA Grant

TSA OTA No.70T04020T9CAP1080 (attached as Exhibit B) for MDAD Project entitled: Miami International Airport (MIA) North Terminal Baggage Handling System Modification to the inline Checked Baggage Inspection System (CBIS) (MDAD Project No. AB040A). This OTA provides for a grant amount of up to $432,890.

Total project costs are estimated at $432,890. Under this OTA No. 70T04020T9CAP1080, TSA is providing $432,890, covering 100 percent of the project cost.

Scope

The commission district of the project location is District 6, represented by Commissioner Rebeca Sosa, as noted on Exhibit A. However, this project has a countywide impact.

Delegation of Authority

Pursuant to Section 2-285(6) of the Code of Miami-Dade County, 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, as attached.

Track Record/Monitoring

MDAD's Division Director of Aviation Planning, Land-Use and Grants, Jose A. Ramos, will 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:

- Item Number
- 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 Date/Estimated 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 TSA OTA No.70T04020T9CAP1080 as represented in this memorandum. The OTA has been executed by the County Mayor's designee in accordance with MDAD Ordinance No. 95-64. Copies are available upon request from MDAD's Governmental Affairs Division.

Attachments

Jimmy Morales
Chief Operations Officer

Exhibit A
Ratification of Grants Authorized by Ordinance No. 95-64

Item No.	Dept. Name	Contract Type	Grant Type	Grant No.	Contract No. / Project No.	Project Name	Firm Awarded	Commission District	Grant Amount	Funding Source	O&M Costs	Est. Start Date / Est. End Date	Contract Measures: SBE Goods & Services	SBE A/E	SBE Constr-uction	CWP Pro-gram	Brief Project Description
1	MDAD	Grant Disbursement	Other Transaction Agreement (OTA)	70T04020T9CAP1080	MDAD AB040A	Miami International Airport (MIA) North Terminal Baggage Handling System Modification to the inline Checked Baggage Inspection System (CBIS)	Ross & Baruzzini Resolution No. R-719-19 Contract No. E16-MDAD-08	District 6, Vice Chairwoman Rebeca Sosa	$432,890	TSA	N/A	Beginning Date of Agreement 09/16/2020; Ending Date of Agreement 09/16/2022	N/A	N/A	N/A	N/A	This project provides architectural and engineering services to develop an "Alternative Analysis Report" to replace MIA's North Terminal CBIS. The CBIS design will address terminal modifications required to replace checked baggage screening equipment for the CBIS to function properly with the new equipment. The scope of work includes changes to the baggage conveyor components and programming, mechanical, plumbing, electrical, structural, and telecommunications and other infrastructure. It will enable the installation of explosive detection system units within the baggage screening area, explosive trace detection in the checked baggage resolution area, and the installation of hardware and software for use within the inline CBIS.

EXHIBIT B

Transportation Security Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
70T04020T9CAP1080	**2120200AP1080**

ISSUED TO	ISSUED BY
Miami-Dade Aviation Department Miami International Airport (MIA) 2100 NW 42nd avenue Miami, FL 33126 DUNS: 796545499	**Shannon Welch,** Contracting Officer Transportation Security Administration 701 S. 12th St Arlington, VA 20598-6025 **Email:** Shannon.Welch@tsa.dhs.gov

PROGRAM TITLE

Program Office: Acquisition Program Management
Program: Electronic Baggage Screening Program
Period of Performance: 16 weeks from the date of award.
PSC: C1BE, Architect and Engineering – Construction: Airport Terminals

FISCAL DATA

Accounting Line: 5CFXXXB010D2020ASC010GE013717047672720OAP/5903001112010000/251B/TSA DIRECT/DEF. TASK
Obligated Amount: $ 432,890.00

PURPOSE

See following pages.

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

9/9/2020 Signature / Date	Shannon Welch Digitally signed by SHANNON N WELCH Date: 2020.09.16 10:48:18 -04'00' Sep 16, 2020 Contracting Officer's Signature / Date
Lester Sola, Aviation Director & Chief Executive Officer PRINTED NAME AND TITLE	Shannon Welch, TSA Contracting Officer PRINTED NAME AND TITLE

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as "TSA") and Miami-Dade Aviation Department (hereinafter referred to as the **"PROJECT SPONSOR"**) relating to the **Miami International Airport (Airport Code) or Airport)**. The TSA and the **PROJECT SPONSOR** 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 – LEGAL AUTHORITY

TSA and the **PROJECT SPONSOR** 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. 106(l)(6) and 114(m)(l), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the TSA and the **PROJECT SPONSOR** with respect to the design services necessary to modify the existing inline Checked Baggage Inspection System (CBIS) utilizing Explosive Detection Systems (EDS) at the Airport. The design services will result in the development of an Alternative Analysis Report and will be submitted in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) version in effect at the time this Agreement is executed,[1] with respect to the design process and deliverables, and, in accordance with the Recapitalization Scope document (hereinafter "the Scope") dated 05/01/2018 and provided by TSA to the **PROJECT SPONSOR** by correspondence dated 05/03/2018, with respect to the design requirements.

This Design Services Project requires the **PROJECT SPONSOR** to provide the architect and engineering services to develop the Alternative Analysis Report to replace Checked Baggage Screening Equipment within the inline CBIS within the **North terminal of the Miami International Airport** (hereinafter "the Project"). The CBIS design needs to address Airport Terminal modifications required to be made to the CBIS in order to replace the Checked Baggage Screening Equipment and for the CBIS to function properly with the new equipment, to include required changes to the baggage conveyor components and programming, mechanical, plumbing, electrical, structural, and telecommunications, or other infrastructure to provide for the installation of the EDS units within the baggage screening area as well as Explosive Trace Detection (ETD) within the Checked Baggage Resolution Area (CBRA) and the installation of hardware and software for use with an inline CBIS. The Project will also encompass the design of Checked Baggage Resolution Areas (CBRAs) and a multiplexed On-Screen Resolution (OSR) Room, as required to accomplish the necessary work. The objective of this Agreement is to provide the design documents and specifications to identify the necessary modifications required to modify an inline CBIS in order to enhance the security and baggage screening capabilities at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the **PROJECT SPONSOR** are outlined in PGDS.

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[1] This is available on beta.sam.gov at https://beta.sam.gov/opp/2982dc2e953886ba2f71802b9b46711f/view or upon request to the Contracting Officer.

The Design Phases include:

1. Pre-Design Phase

Before the **PROJECT SPONSOR** may proceed from one Design Phase to the next, it must receive TSA's written approval. If TSA does not approve of the **PROJECT SPONSOR** proceeding to the next Design Phase, then TSA shall notify the **PROJECT SPONSOR** in writing and shall reimburse the **PROJECT SPONSOR** for costs incurred on the Design Project through the date that TSA's notification is received by the **PROJECT SPONSOR.**

Any future allowable, allocable and reasonable costs for other design phases, CBIS construction, project management, construction management, and commissioning/site acceptance testing is anticipated to be funded through a separate Agreement between the **PROJECT SPONSOR** and the TSA. This Agreement shall not be construed to obligate the TSA, in any manner, to provide construction cost funding or obligate the TSA to enter into an Agreement with the **PROJECT SPONSOR** for reimbursement of construction costs related to the CBIS modification. TSA funding for the construction portion of the CBIS Project is subject to the Congressional authorization and appropriation budget process.

ARTICLE IV – RESPONSIBILITIES

A. Cost Sharing

1. Capital Costs: The estimated cost of the Project refers to the design services to be completed by the **PROJECT SPONSOR** to develop the necessary design documents for the construction modifications needing to be made to the Terminal building and associated baggage conveyor system to support the CBIS modification. It does not include the costs of acquisition, delivery or installation of the EDS and ETD system itself. All work performed by the **PROJECT SPONSOR** pursuant to this Agreement shall be accomplished in accordance with the TSA PGDS version in effect at the time this Agreement is executed with respect to the design process and deliverables, in accordance with the Scope provided by TSA with respect to design requirements, and in accordance with the applicable local Building Standards and Criteria. Recognizing the uniqueness of this Project, in the event of any conflicts between the provision of the PGDS, the Scope, and this Agreement, the Parties agree to resolve such conflicts through the design review processes described in the PGDS version in effect at the time this Agreement is executed.

2. The estimated cost for the design services for the Project is **$432,890.00.** TSA agrees to reimburse the **PROJECT SPONSOR** for hundred percent (**100%**) of the allowable, allocable and reasonable costs of the design services for the Project, not to exceed a total reimbursement of **$ 432,890.00.00** (calculated as **100** % of **$432,890.00)**.

3. TSA will determine allowable and allocable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" adopting the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo Version 3.0. TSA will reimburse the

PROJECT SPONSOR on an actual expense basis supported by one or more invoices submitted by the **PROJECT SPONSOR** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of **$ 432,890.00** as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in PGDS and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 3.0, shall be borne solely by the **PROJECT SPONSOR** unless otherwise agreed by the TSA in a written modification in accordance with this Article IV and Article XIV "Changes and/or Modifications." Should the TSA reimbursements of **$ 432,890.00** as adjusted pursuant to Article XIV, represent more than **100 %** percent of the final allowable and allocable, and reasonable Project costs, the **PROJECT SPONSOR** will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than **100 %** of the final allowable, allocable and reasonable Project costs.

4. All costs requested for reimbursement must satisfy the requirements of OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 3.0. In general, the costs for which TSA will provide reimbursement under this Agreement are limited to those costs associated with Design Deliverables mandated by PGDS and "TSA PGDS Design and Construction Deliverables Checklist." The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects version 3.0 provides guidance regarding the reimbursable costs for TSA CBIS Projects.[2]

5. Change Orders are defined as work that is added to or removed post OTA award that consequentially adds cost or changes the scope of the OTA. Change orders shall not be considered authorization to exceed TSA's Reimbursement Limit. Any changes to the authorized amount shall be submitted by the **PROJECT SPONSOR** to the TSA Contracting Officer Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if agreed to by TSA, the TSA CO will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Order. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change order work that was not pre-approved by TSA.

6. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the OTA. Change requests shall not be considered authorization to exceed TSA's Reimbursement Limit. Any change requests shall be submitted by the **PROJECT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if agreed to by TSA, the TSA COR will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Request. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change request work that was not pre-approved by TSA.

7. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in **ARTICLE VIII – BILLING PROCEDURE AND PAYMENT.**

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[2] This is available on beta.sam.gov at https://beta.sam.gov/opp/2982dc2e953886ba2f71802b9b46711f/view or upon request to the Contracting Officer.

B. Project Responsibilities

The primary Project responsibilities of the TSA and the **PROJECT SPONSOR** are outlined below. The Project will be overseen by the **PROJECT SPONSOR**.

i. TSA Responsibilities

1. Upon request by the **PROJECT SPONSOR**, TSA will provide the **PROJECT SPONSOR** with the following historical data for the Airport:
   a. Bag information reports (a.k.a. FDRS reports) for all the EDS, if available
   b. Enhanced Staffing Model results and reports
2. TSA reserves the right to determine the number, manufacturer, and model of EDS units to be used in the Project at the Airport and will notify the **PROJECT SPONSOR** of any requests to incorporate specific EDS models into the Project at the earliest possible time. If TSA requests that the **PROJECT SPONSOR** make changes to an alternative solution or perform any other work to accommodate a request by TSA for a specific EDS model after TSA approves the 30% Design submission, the **PROJECT SPONSOR** shall be entitled to full reimbursement of its costs to make such changes or perform such work. This provision does not apply to such changes made prior to TSA approval of the 30% Design submission.
3. TSA will review and concur in writing, within project defined review times, with the Project design, plans, and specifications for 30% and 100% design packages for the installation of the EDS in the CBIS based upon the recommendations and guidelines in the TSA version in effect at the time this Agreement is executed with respect to the design process and deliverables, and based on the Scope provided by TSA with respect to design requirements.
4. TSA will provide the general EDS specification(s) at the beginning of the Project.
5. TSA will provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the **PROJECT SPONSOR** regarding integration of the EDS machines into the BHS.
6. TSA will review and consider requested changes to the design and associated costs.

ii. PROJECT SPONSOR Responsibilities

1. Except for the responsibilities of the TSA, as outlined above, the Project will be managed and overseen by the **PROJECT SPONSOR**. The **PROJECT SPONSOR**, acting through such contractors as it may engage, using the **PROJECT SPONSOR's** procurement process, will provide the engineering and design services necessary for successful completion of the Project. The **PROJECT SPONSOR** will provide oversight of such contractor(s) to ensure the Project conforms to the TSA design guidelines identified in the PGDS version in effect at the time this Agreement is executed with respect to the design process and deliverables, and to the Scope provided by TSA with respect to design requirements, and is completed within the prescribed schedule identified and incorporated herein as Appendix A.
2. The **PROJECT SPONSOR** must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. The **PROJECT SPONSOR** shall provide a budgetary construction cost estimate with the 30% design review and subsequent 100% design review for the Project.

4. The **PROJECT SPONSOR** shall obtain all necessary licenses, insurance permits and approvals during performance of the Project.
5. The **PROJECT SPONSOR** shall ensure the EDS OEM (EDS Original Equipment Manufacturer) site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
6. The **PROJECT SPONSOR** shall ensure that all connections between the EDS equipment and the baggage handling system meet the requirements of the EDS OEM integration guide, and that the TSA cabling guidelines as given in the PGDS are followed for any connections. The **PROJECT SPONSOR** or their authorized representative shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant requirements arise, the **PROJECT SPONSOR** shall communicate the issue/concern with the TSA COR.
7. The **PROJECT SPONSOR** shall provide reasonable measures to protect the EDS and ETD equipment from unauthorized access, harm, theft, and water intrusion in the screening area within the design and phasing plan.
8. Appendix B "Schedule of Deliverables" identifies required deliverables to be submitted by the **PROJECT SPONSOR**. The **PROJECT SPONSOR** shall submit the deliverables identified in Appendix B by the due dates prescribed.

ARTICLE V - EFFECTIVE DATE AND TERM

The term of this Agreement shall be from the date of execution of the Agreement until 24 months from date of award unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the **PROJECT SPONSOR** time to submit a final invoice, close out the Project, and address any other issues. In accordance with Section C4 of *the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 3.0*, costs incurred, to include work performed outside the term of this agreement are not eligible for reimbursement.

The **PROJECT SPONSOR** will establish and provide to the TSA COR and TSA CO, within 10 business days following the execution of this Agreement, Project Milestones that allow objective measurement of progress toward Project completion. TSA maintains the right to identify any additional Project Milestones to be tracked by the **PROJECT SPONSOR.**

ARTICLE VI – ACCEPTANCE AND PROJECT COMPLETION

TSA will deem the Project complete upon review and approval of the 100% design package for the CBIS, OSR and CBRA for each Terminal, and submission of construction bid information to TSA. The design must conform to TSA's PGDS version in effect at the time this Agreement is executed with respect to the design process and deliverables, and with the Scope provided by TSA with respect to design requirements. Successful completion requires the correction of any non-conformances, deficiencies or other comments that require adjudication identified during the design review process. TSA will release the funds retained pursuant to Article VIII only after approval of the 100% design package, all deficiencies have been corrected and all outstanding comments addressed, and construction bid information has been accepted by TSA.

ARTICLE VII - FUNDING AND LIMITATIONS

TSA will provide funding to the **PROJECT SPONSOR** in an amount not to exceed **$ 432,890.00** (TSA Reimbursement Limit). Funds in the amount of **$ 432,890.00** are hereby obligated and made available for payment for performance as outlined below under this Agreement:

Project Costs:	$ 432,980.00
Contingency Funding:	$ 0.00
Total OTA Obligation:	$ 432,980.00

Expenses incurred in executing the work identified herein are chargeable to:

PR: 2120200AP1080
Accounting: 5CFXXXB010D2020ASC010GE0137170476727200AP/5903001112010000/251B/TSA DIRECT/DEF. TASK
Amount: **$432.980.00**

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 allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the **PROJECT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this Agreement.

Under no circumstances will TSA be responsible to reimburse the **PROJECT SPONSOR** for profit or the general costs of government. The **PROJECT SPONSOR** may recover the allowable direct costs of **PROJECT SPONSOR** personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the **PROJECT SPONSOR** to perform the necessary work under this Agreement. Profit and overhead costs for the **PROJECT SPONSOR** contractors performing work on the Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the **PROJECT SPONSOR** employees, who work on multiple activities that will result in a request for reimbursement under this Agreement. TSA will not be responsible for costs incurred by the **PROJECT SPONSOR**, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA CO has the right to recoup any payments made to the **PROJECT SPONSOR** if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved design requirements for the Project pursuant to this Agreement.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the Agreement and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo Version 3.0.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the **PROJECT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) is mandatory for invoice payment. To obtain information regarding SAM, please refer to https://www.sam.gov/portal/public/SAM/.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the **PROJECT SPONSOR** has not incurred a reimbursable expense totaling more than $25,000, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and/or COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the **PROJECT SPONSOR** is invoiced from a contractor, sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the **PROJECT SPONSOR** within 120 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

Ten percent (10%) of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until completion of the Project, and shall only be reimbursed to the **PROJECT SPONSOR** upon successful completion of all of its obligations under this Agreement as defined in Article VI of this Agreement.

In the event that an invoice for reimbursable expenses is not received by the TSA within a twelve (12) month period, the TSA reserves the right to terminate the Agreement per Article XIII "Termination."

B. Invoicing

The **PROJECT SPONSOR** invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)
4. Name and Address of the **PROJECT SPONSOR** Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Period of Invoice Service (inclusive of dates)
8. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
9. Total Amount of Funds Requesting to be Disbursed by TSA
10. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
11. Remittance Address
12. 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.*
13. Signature of Requestor's Authorized Representative with Date
14. Name and Address of the **PROJECT SPONSOR's** facility

The Invoice shall be submitted by electronic transmission to the following address:

Email: FIN-SMB-TSAINVOICES@uscg.mil

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 provision are calendar days, unless otherwise specified.

C. Approval for Payment

The TSA CO and the COR are required to review and the TSA CO will approve all invoices prior to payment. To aid in this review, the **PROJECT SPONSOR** shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate documentation that the **PROJECT SPONSOR** has paid these obligations. The **PROJECT SPONSOR** shall provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Support Documentation should contain the following items:

- A summary spreadsheet providing a categorized breakdown of the amount invoiced
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values scope of work
  - Copies of contracts and change orders that provide support for the actual work being invoiced
  - Vendor and subcontractor invoices with specific details about services provided
  - Rationale for all allocations or unusual calculations or assumptions
  - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific)
- Proof of payment by the **PROJECT SPONSOR** for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions
- TSA invoice log
- Completed checklist

The Summary Invoice and supporting documentation may be submitted by email or mail via CD or paper documents to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice should include proof that all required deliverables have been provided.

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and COR will advise the Coast Guard Finance Center regarding payment of the Summary Invoice.

D. Final Invoice: Assignment and Release of Claims

The **PROJECT SPONSOR** shall execute and deliver, at the time of and as a condition precedent to final payment under this OTA, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the OTA. The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

As such, the **PROJECT SPONSOR's** final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

"**[PROJECT SPONSOR]** for and in consideration of the funding provided under OTA [Insert OTA #], does hereby remise, release and forever discharge Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen and unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. **[PROJECT SPONSOR]** expressly waives its ability to seek additional reimbursement from the Government under OTA 70T04020T9CAP1080."

E. Untimely Invoices

In furtherance of the timely closeout of this agreement, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). The **PROJECT SPONSOR** must notify **TSA** of any outstanding issues precluding them from meeting this requirement as soon as it is known.

Invoices submitted later than six months after the period of performance ends or six months after the date of termination by either party, will be considered untimely and TSA cannot guarantee payment. The **PROJECT SPONSOR** may be liable for any expenses incurred as a result of an untimely or improperly submitted invoice. TSA reserves the right to reject untimely or improperly submitted invoices.

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for the Project funded by this OTA, 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 the Project funded by this OTA, the **PROJECT SPONSOR** shall maintain all Project records and data associated with the 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 the Project funded by this OTA.

The **PROJECT SPONSOR** shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred for the Project funded by this OTA in the purchase of technologies allowed in the Project. 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 **PROJECT SPONSOR's** offices directly responsible for managing the 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 the **PROJECT SPONSOR** 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.

ARTICLE X – AUTHORIZED REPRESENTATIVES

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

A. TSA Points of Contact:

Contracting Officer's Representative (COR):
Elizabeth Negrón Díaz
Checked Baggage Technologies Division
3701 Post office Rd
Washington DC, 20528
Phone: 571-227-1219
E-Mail: Elizabeth.NegronDiaz@tsa.dhs.gov

Contracting Officer (CO):
Shannon Welch
701 South 12th Street
Arlington, VA 20598-6025
Phone: (571) 227-3721
E-Mail: Shannon.Welch@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding and liability. The TSA COR is responsible for the technical administration of this Agreement and is the technical liaison with the **PROJECT SPONSOR**. The TSA 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 such as amount or level of funding. The TSA COR is authorized to approve the usage of contingency funds that fall within the funded TSA amount pursuant to Article IV.

The **PROJECT SPONSOR** must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the **PROJECT SPONSOR** as direction which could increase the Project costs and could cause the **PROJECT SPONSOR** to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and VII of this Agreement.

B. The **PROJECT SPONSOR** Points of Contact:

The **PROJECT SPONSOR** Point of Contact for all correspondence is:
Pedro Hernandez
Miami International Airport (MIA)
2100 NW 42nd avenue
Miami, FL 33126
E-Mail: phernandez@miami-airport.com

ARTICLE XI - LIMITATIONS ON 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. The **PROJECT SPONSOR** has the affirmative duty to notify the TSA CO in the event that the **PROJECT SPONSOR** believes that any act or omission of a TSA agent or employee would increase the **PROJECT SPONSOR** costs and cause the **PROJECT SPONSOR** 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 **PROJECT SPONSOR** 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 **PROJECT SPONSOR** must not act on that communication, and must contact the CO 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 XII – DISPUTES (AUG 2018)

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of **PROJECT SPONSOR**. 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 **PROJECT SPONSOR** 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, **PROJECT SPONSOR** 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.

ARTICLE XIII - TERMINATION

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 the **PROJECT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the **PROJECT SPONSOR** agrees to notify TSA in writing, and reimburse the United States Government for all monies disbursed to it under this Agreement up to the date of notification. If the **PROJECT SPONSOR** has not met eligible criteria in Article VIII for any or all of the disbursements requested, the **PROJECT SPONSOR** may petition TSA for such funding with adequate documentation.

C. If TSA chooses not to proceed with a Design Phase, TSA shall reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable design costs for the Design Project up to the Project stopping point, which shall not exceed the TSA funded amount of **$432,980.00**. For example, if TSA elects not to proceed beyond the 30% Design Submittal Phase, then TSA shall notify the **PROJECT SPONSOR** in writing. TSA will then reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable costs for the 30% Design Submittals Phase only up to the date of notice.

D. 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.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA CO and the authorized representative of the **PROJECT SPONSOR**. The modification shall cite the subject provision to this Agreement and shall document 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. The properly signed written modification shall be attached to this Agreement and thereby becomes a part of this Agreement.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this Agreement.

ARTICLE XV - 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. Additionally, 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. 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.

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.

I. Background. Members assigned to work under this Agreement must obtain specific authorization in order to obtain SSI. SSI will not be available or otherwise provided or disclosed to any person not specifically authorized to receive it. As part of this OTA, SSI may only be accessed by individuals which have successfully passed a Security Threat Assessment. This assessment may include a criminal history records check (CHRC) and/or a check against terrorism databases.

II. Information Requirements. Consistent with the criteria release described above, the Agreement Holder shall provide the appropriate information to the TSA COR as identified below. Note that this requirement applies likewise to all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. This information will be handled in accordance with the applicable Privacy Act system of records notice (SORN), Transportation Security Threat Assessment System (T-STAS) noted below.

1. The Agreement Holder shall provide the following information for all employees who require access to SSI in a single password protected Microsoft Excel spreadsheet emailed to the COR. The password for the password protected spreadsheet shall be sent to the COR in a separate email, at the same time.

- Employee Full Name
- Employee Gender: (i.e., Male or Female)
- Employee Birth Date
- Employee Citizenship
- Social Security Number (for U.S. Citizens and Legal Permanent Residents only)
- Known Traveler Number (KTN), if available

III. Privacy Act Statement. TSA will use the information provided to conduct a security threat assessment on individuals who seek access to Sensitive Security Information (SSI). The information will be shared within DHS with personnel who need the information to perform their official duties. Additionally, DHS may share the information with law enforcement, intelligence, or other government agencies as necessary to identify and respond to potential or actual threats to transportation security in accordance with the routine uses identified in the applicable Privacy Act system of records notice (SORN), DHS/TSA 002, Transportation Security Threat Assessment System (T-STAS). This SORN was last published in the Federal Register on August 11, 2014, and can be found at 79 FR 46862-46866. Authority: 49 USC 114. Furnishing this information is voluntary. However, failure to furnish the requested information may delay or prevent the completion of your security threat assessment, without which you may not be granted access to the SSI.

IV. Notification of Assessment. Individuals who receive a successful Security Threat Assessment will be eligible to receive SSI. If it is determined that covered individuals are not eligible to receive access to particular SSI based on the threat assessment, the TSA Contacting Officer or COR will provide the company point of contact with notification that the individual does not qualify to receive SSI. Appeal of the determination will not be permitted due to the time sensitive nature of the acquisition process, however, the potential offeror may nominate another individual to receive SSI access. In the event that an individual is determined to be a security threat and the individual believes that the results of the screening are inaccurate, he or she may request access to their records by submitting a Privacy Act Request through TSA's Freedom of Information Act (FOIA) internet site at: https://www.tsa.gov/foia/requests. However, due to the demanding acquisition schedule, TSA will not delay an acquisition to resolve these issues.

B. Publicity and Dissemination of Agreement Information

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

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

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

ARTICLE XVII – SURVIVAL OF ARTICLES

The following Articles of this Agreement shall survive the termination and expiration of this Agreement: Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XIII – Termination; Article XVI – Protection of Information; and Article XVII – Survival of Articles.

APPENDICES

Appendix A – Project Milestone Schedule
Appendix B – Schedule of Deliverables
Appendix C – Financial Reporting Template

Appendix A
Project Milestone Schedule

Design Services Milestones	Estimated Completion Dates
Pre-Design TSA Design Deliverables	**[Dates to Be Filled In]**

[The remainder of this page is intentionally blank.]

APPENDIX B
Schedule of Deliverables

The following deliverables are required to be submitted by **the PROJECT SPONSOR**.

Item	Deliverable	Submitted To:	Frequency or Due Date
1	Schedule provided in Appendix A (Project Milestones for Design and proposed Construction)	TSA COR, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Within 10 calendar days of **the PROJECT SPONSOR** awarding the design contract. Updates submitted with monthly TSA Project Report (Item 7).
2	Pre-Design deliverables	TSA COR, OSTCBD@tsa.dhs.gov	In accordance with the project milestone schedule.
3	Reserved		
4	Design Contract Schedule of Fees	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Within 10 calendar days of **the PROJECT SPONSOR** awarding the design contract.
5	Copies of the Design Contract(s) and Change Orders	TSA COR, TSA Contracting Officer. OSTCBD@tsa.dhs.gov	As required. Change Orders require TSA approval in accordance with Section A.6 of Article IV.
6	Monthly Project Report	TSA COR, OSTCBD@tsa.dhs.gov	By the 10^{th} of each month. Electronic submission is requested.
7	Financial Reporting Template (Appendix C)	TSA COR, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Monthly
8	Invoices	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Monthly
9	Final Invoice	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	No later than 90 days after completion of the CBIS Construction Project.

The Monthly Project Report is to be submitted by the 10th of each month. A draft Monthly report template will be submitted via separate correspondence. The Monthly Milestone and Project Report shall address the following:

a. Actual start and/or finish dates for updated/completed activities.
b. Remaining duration, required to complete each activity started, or scheduled to start, but not completed
c. The Project's progress to include Project Percent Completion; a forecast the Project completion date and final costs; as well as monthly schedule and budget variances throughout the Project.
d. Percentage for completed and partially completed activities.
e. Any CO approved changes including but not limited to new activities, deleted activities, activity duration changes, and change in logic relationships between activities.
f. Status date for the schedule update.
g. A statement that identifies and describes any current or anticipated delays that includes the following information: identification of the delayed activity by description and activity code; type of delay; cause of the delay; effect of the delay on other activities, milestones, and completion dates; identification of actions needed to avoid or mitigate the delay.
h. Description of lessons learned
i. Project Schedule in both PDF and "live"/usable format to depict the critical path, baseline and actual date information; predecessors/successors and shall be broken down to a minimum of three (3) WBS levels where applicable.

The Project schedule will be used for all planned TSA activities.

[The remainder of this page is intentionally blank.]

Appendix C
Financial Reporting Template

Name of ENTITY: ______________________________
OTA Number: ________________________________
Government Fiscal Year: ______
Month being reported: ________________

1. Total Amount of OTA	
2. Total Expenses Incurred	
a. Payments received from TSA	
b. Amount Invoiced but not Received	
c. Amounts Incurred but not Invoiced	
3. Remaining Balance of OTA	

Invoices Submitted But Not Yet Paid

Invoice Number	Date Submitted	Amount
Total (should agree with 2.b.)		

______________________ ______________________
Printed Name Signature

______________________ ______________________
Title Date

______________________ ______________________
E-Mail Address Phone Number

MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(3)

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. 8(A)(3)
5-4-21

RESOLUTION NO. R-405-21

RESOLUTION RATIFYING THE ACCEPTANCE AND EXECUTION OF OTHER TRANSACTION AGREEMENT NO. 70T04020T9CAP1080 BETWEEN MIAMI-DADE COUNTY AND THE TRANSPORTATION SECURITY ADMINISTRATION, PROVIDING MIAMI-DADE COUNTY WITH $432,890.00 IN FUNDING FOR THE MIAMI INTERNATIONAL AIRPORT NORTH TERMINAL BAGGAGE HANDLING SYSTEM MODIFICATION TO THE INLINE CHECKED BAGGAGE INSPECTION SYSTEM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED IN SAID AGREEMENT, INCLUDING THE TERMINATION PROVISIONS

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. 70T04020T9CAP1080 between Miami-Dade County and the Transportation Security Administration, providing Miami-Dade County $432,890.00 for the Miami International Airport North Terminal baggage handling system modification to the inline checked baggage inspection system, a copy of which agreement is attached as Exhibit B to the accompanying memorandum.

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in Other Transaction Agreement No. 70T04020T9CAP1080, including the termination provisions.

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

Jose “Pepe” Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of May, 2021. 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. RCZ

Ryan C. Zagare