

**CITY OF SAN ANTONIO
AVIATION DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE**

TO: Mayor and City Council

FROM: Kevin C. Dolliole, Aviation Director

THROUGH: Terry M. Brechtel, City Manager

COPIES: J. Rolando Bono, Legal, Finance, Budget and Management, File

SUBJECT: Reimbursement Agreement with the Transportation Security Administration for Law Enforcement Services

DATE: April 15, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes execution of a revised Law Enforcement Personnel Reimbursement Agreement with the Transportation Security Administration (TSA) for the use of Airport Police personnel at San Antonio International Airport checkpoints in an amount not to exceed \$374,593.68, appropriating such funds, and establishing a budget to cover the costs associated with posting an Airport Police Officer at each San Antonio International Airport checkpoint.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

Ordinance Number 95715, dated May 2, 2002, authorized the execution of a Law Enforcement Personnel Agreement with the Transportation Security Administration (TSA), expiring December 1, 2003. This agreement required the posting of a Law Enforcement Officer (LEO) from the Airport Police Section of the Aviation Department at each of the two Airport security screening checkpoints, while manned by the TSA (approximately 18 hours per day, 7 days per week). It also designated a fund entitled "Checkpoint Security Program" for use in accounting of the Agreement. This agreement was terminated by the TSA on May 31, 2003, at which time, San Antonio International Airport reinstated previous flexible checkpoint response procedures. The sum of \$291,457.56 was collected during the 13 months this Agreement was in effect.

On June 30, 2003, the TSA approved the reinstatement of the Checkpoint Security Program at San Antonio International Airport with a new reimbursement agreement for fiscal year 2004. Ordinance Number 98204, dated September 25, 2003, authorized the execution of the new Law Enforcement Personnel Reimbursement Agreement with the TSA to reinstate the Checkpoint Security Program. Subsequent to City Council's approval of the new reimbursement agreement, the TSA unilaterally and substantially changed the agreement.

The revised Agreement increases the funding for fiscal year 2004 by \$1,023.48, and implements changes originally requested by the Aviation Department. Several paragraphs, including the Scope, have been changed to reflect that the TSA agrees to pay for hours of LEO service at a fixed hourly rate, not reimburse SAT for the cost of the LEO's salaries. In addition, the paragraphs on Federal Supervision and Control of State or Local LEO's, Request for Representation and Substitution and Worker's Compensation, have been deleted to indicate that Airport Police Officers remain under the operational control of the Airport Police Section while performing duties under the Agreement. These changes are all beneficial to the City. As a result of the substantial changes, the new Law Enforcement Personnel Reimbursement Agreement is presented for City Council approval.

POLICY ANALYSIS

The proposed ordinance is consistent with City Council policy for utilizing federal and state funds, when available, to improve City services.

FISCAL IMPACT

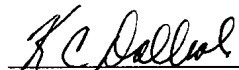
The anticipated funding from the TSA grant is \$374,593.68 for fiscal year 2004. The funding will be utilized to fully reimburse the City's Airport Operating Fund for the use of its Airport Police Officers.

COORDINATION

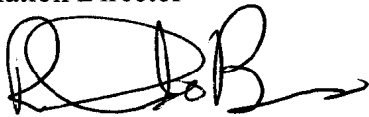
This item has been coordinated with the City Attorney's Office and the Finance Department.

SUPPLEMENTARY COMMENTS

No Financial Disclosure is required for this action.



Kevin C. Dolliole
Aviation Director



J. Rolando Bono
Deputy City Manager



Terry M. Brechtel
City Manager

Revised Budget

2003 - 2004 Checkpoint Screening Security

Reimbursement Agreement

October 1, 2003 - September 30, 2004

Project No.: 26-059198

Activity No.: 33-02-08

Fund Only Index No. 000158

Char.	Object	Index	DESCRIPTION	Budget
REVENUES				
00	004	064881	Transportation Security	374,593
TOTAL REVENUES				\$374,593
EXPENDITURES				
01	010	373712	Salaries	262,360
01	013	373738	Shift Differential Pay	4,780
01	030	373753	FICA/Social Security	20,071
01	040	373779	TMRS	29,962
01	050	373795	Flex Benefits	44,172
01	051	373852	Life Insurance	394
Total Personal Services				\$361,739
02	151	373860	Clothing allowance	4,500
Total Contractual Services				\$4,500
03	214	373878	Clothing and Linen Supplies	3,135
03	234	373910	Ammunition	237
Total Commodities				\$3,372
05	373	373936	Machinery & Equip. Other	4,982
Total Capital Outlay				\$4,982
TOTAL EXPENDITURES				\$374,593



**LAW ENFORCEMENT PERSONNEL
REIMBURSEMENT AGREEMENT
BETWEEN THE
TRANSPORTATION SECURITY ADMINISTRATION AND
CITY OF SAN ANTONIO**

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION**

SENSITIVE SECURITY INFORMATION/FOR OFFICIAL USE ONLY

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**REIMBURSEMENT AGREEMENT BETWEEN
THE TRANSPORTATION SECURITY ADMINISTRATION AND
CITY OF SAN ANTONIO
REGARDING LAW ENFORCEMENT SERVICES AT
SAN ANTONIO INTERNATIONAL AIRPORT(SAT)**

I. PARTIES

The parties to this Reimbursement Agreement (RA) or otherwise referred to herein as "Agreement" are the Transportation Security Administration (TSA) and City of San Antonio.

II. BACKGROUND

On November 19, 2001, the President and Congress enacted the Aviation and Transportation Security Act (ATSA), P.L. 107-71, 115 Stat. 597, which established TSA as a new Federal agency. ATSA provides authority to the Administrator of the Transportation Security Administration to carry out chapter 449 of Title 49 United States Code relating to civil aviation security, including responsibility for supervision of screening passengers and property at airports, and for ordering the deployment of law enforcement personnel (LEOs) authorized to carry firearms at each airport security passenger-screening location to ensure passenger safety and national security. See 49 U.S.C. §§ 44901. Much of the authority of the Administrator of the Transportation Security Administration provided by ATSA and the United States Code has been delegated to the Assistant Administrator for Aviations Operations and to the Federal Security Directors (FSDs). The FSD is TSA's representative for security matters at the airport.

Pursuant to 49 U.S.C. § 44903(c) and 49 C.F.R. Part 1542, each Airport Authority is required to establish an air transportation security program that provides a law enforcement presence and capability at the airport that is adequate to ensure the safety of passengers. This reimbursable agreement is part of the cooperative effort of TSA through the FSD and City of San Antonio to deploy sufficient law enforcement officers to meet their dual responsibility to ensure the safety of passengers and to counter risks to transportation security.

III. AUTHORITY

TSA enters into this RA under the authority of 49 U.S.C. §§ 106(m) and 114(m). TSA has programmatic authority for the activities undertaken in this RA pursuant to 49 U.S.C. §§ 114(g), 44901(g), 44903(e) and 44922(f).

The City of San Antonio enters into this RA under the authority and pursuant to Ordinance No. _____ adopted on _____ day of _____ 2004.

IV. SCOPE

A. Purpose

The purpose of this RA is to provide reimbursement (subject to the availability of appropriated funds) for LEOs provided by San Antonio International Airport Police Law Enforcement Officers at the hourly rate, mutually agreed to by the parties in Appendix A of this RA, for providing qualified law enforcement services on-site at San Antonio International Airport and to provide law enforcement response to the security passenger-screening checkpoints in keeping with requirements provided by TSA. This RA neither guarantees nor forbids reimbursement through other United States Government programs that may be available as long as the United States Government does not pay, fund or reimburse the San Antonio International Airport Police Law Enforcement Officers for the same expenses incurred by the qualified LEO in performing such services while assigned on-site at the airport to respond to the security passenger-screening checkpoints at San Antonio International Airport. The San Antonio International Airport Police Law Enforcement Officers is prohibited from seeking or obtaining double recovery for LEOs services performed at airports.

B. Contributions of the Parties

(1) City of San Antonio is responsible for providing qualified LEOs at airports it operates in accordance with the most recent version of Security Directive 1542-01-07 (series), or other subsequent and superseding regulations or documents regarding law enforcement services regardless of the status of this RA.

(2) TSA agrees to pay pursuant to Appendix A the fixed hourly rate of the qualified LEOs for on-site response to airport security passenger-screening checkpoints supplied by San Antonio International Airport Police Law Enforcement Officers pursuant to the terms of this RA. Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), the Airport Security Program, and regulations or documents regarding law enforcement services as noted in Sub article (1) of this Paragraph above. Such appropriated funds shall cover such LEO services provided to the airport security passenger-screening checkpoints from execution of this RA while this RA remains in force in accordance with Article XV, Effective Date and Term of Agreement, Amendments, and Modifications of this RA or until such time as this RA is terminated in accordance with Article XVII, Termination. The applicable Security Directive (S.D.) under which TSA makes payment for services is the S.D. that was in effect on the day the Contracting Officer signs this RA.

C. Actions for Noncompliance or Material Breach

If the City of San Antonio does not comply with all of the terms and requirements of this RA, or if a disagreement arises on the interpretation of the provisions of this RA, or modifications and/or revisions thereto, the Contracting Officer in consultation with the FSD will attempt to resolve the matter. If the matter cannot be resolved, the Contracting Officer will determine with the FSD the materiality of the breach and/or resolution of the interpretation of the RA and the appropriate action(s) that may be taken. The Contracting Officer's determination and proposed action will be in writing and shall be presented to the City of San Antonio by either the FSD or the Contracting Officer.

A material breach and/or resolution of the interpretation of this RA may result in action by the Contracting Officer including but not limited to: suspension or termination of the RA; withholding and/or termination of reimbursement to City of San Antonio.

If action based on noncompliance is taken, the Contracting Officer's determination of a material breach and associated action may be appealed in accordance with Article XX of this RA. Should the City of San Antonio have a continuing disagreement with the interpretation of the RA that interpretation may be appealed also in accordance with Article XX of this RA.

V. FUNDING AND PAYMENT

A. Limitation of Funds

The total estimated funding of this RA for Federal fiscal year 2003 is \$121,219.20 and the total estimated funding for Federal fiscal year 2004 is \$374,593.68 and shall not exceed \$495,812.88 as payment for San Antonio International Airport Police Law Enforcement Officers providing the required law enforcement services on-site at the airport for response to the security passenger-screening checkpoints in accordance with the terms of this RA, Security Directive 1542-01-07 (series), the Airport Security Program, or other subsequent and superseding regulations or documents regarding law enforcement services for aviation security. Reimbursement is limited to payment for actual hours of LEO service at the agreed fixed hourly rate. The total estimated funding of this RA will be revised annually either by modification of this RA or by purchase order. The total estimated funding is considered to be a ceiling that City of San Antonio may not exceed (except at its own financial risk) without the written approval of the Contracting Officer.

B. Ceiling on Payment

The funding ceiling amount of this RA provided by Paragraph A of Article V. of \$495,812.88 may only be increased by mutual agreement of the parties. The funds presently available for payment and allotted to this RA are \$308,516.04. It is estimated that this amount is sufficient to support providing the required law enforcement services on-site at the airport for response to the security passenger-screening checkpoints in accordance with the terms of this RA, Security Directive 1542-01-07 (series), the Airport Security Program, or other subsequent and superseding regulations or documents regarding law enforcement services for aviation security and meeting the level of effort stated in Appendix A from the effective date of this agreement through September 30, 2004.

C. Process for Funding

This RA may be incrementally funded during the fiscal year subject to the availability of Federal funds. Funds presently available for payment and allotted to this RA are \$308,516.04.

Federal fiscal year 2003

PR Number

03-06X280-1650

Accounting Data 05X0508200 2003 102BLEFA212B13SAT000 25305
Amount \$121,219.20

Federal fiscal year 2004

PR Number PREQ 04-LEF-076
Accounting Data 05AV000000-2004-1C2BLEFA21-2B13SAT000-25407
Amount \$187,296.84

D. Billing Instructions

Invoices shall contain the information listed below. City of San Antonio shall submit invoices to the following with a **full copy to the FSD**:

For FedEx or other overnight services, and/or US Mail:

Re'Shawn Wynn
Transportation Security Administration
LEO Reimbursement Program
TSA-Headquarters, East Building
Floor 8, TSA-7
601 South 12th Street
Arlington, VA 22202-4220

Payment for work performed under this RA will be made as soon as possible after receipt of invoices, subject to review and approval by the Contracting Officer and other TSA designated representatives. Should any relevant information reflected on submitted invoices be questioned, the Contracting Officer may withhold all amounts in question until such time as the information is confirmed.

Invoices shall be submitted no more frequently than monthly and shall only reflect the hours of LEO service provided at the fixed hourly rate accumulated through City of San Antonio normal month-end accounting cutoff date. City of San Antonio invoice formats are acceptable. However, all invoices shall, as a minimum include the following:

1. Reimbursable Agreement Number – this number appears at the top of the cover sheet for this RA. The complete number must be provided and will appear in the following alpha (A)-numeric (N) sequence: HSTS01-04-A-NNNNNN
2. Invoice Date
3. Invoice Number
4. Name and Address of Party Requesting Reimbursement
5. Point of Contact, with Address, Telephone, Fax and Email Contact Information
6. Tax Identification Number
7. Period of Service for which Reimbursement is Requested (from and to dates)
8. Description of Services Performed
9. Total Number of LEO Hours Billed for Time Period
10. Total Amount of Reimbursement Requested

11. Electronic Funds Transfer (EFT) Banking Information (only required on first submitted invoice unless information changes)
12. Remittance Address
13. Certification of Requester, including the following language:

This is to certify that the services set forth herein were performed during the period stated and that the invoice is for hours actually worked.

14. Signature of Requester's Authorized Representative with Date

The Department of Transportation will make payment using the Automatic Clearing House (ACH) Network, unless City of San Antonio requests a waiver. After award, but before submitting the first invoice, the City of San Antonio shall designate a financial institution for receipt of electronic funds transfer payments.

Said submission shall be done on a Standard Form 3881 which can be found at www.gsa.gov/forms. Submit this form to the TSA Finance Office indicated for the receipt of invoices.

E. Prompt Payment

Notwithstanding any other payment clause in this RA, the Government will make invoice payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to City of San Antonio under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the City of San Antonio.

(2) Except as indicated in Sub article (a)(3) and Article (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the City of San Antonio.

(ii) The 30th day after Government acceptance of services performed by the City of San Antonio. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing

office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the City of San Antonio's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or City of San Antonio compliance with contract requirements.

(3) An invoice is City of San Antonio's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in Article V, Paragraph D above. If the invoice does not comply with these requirements, then the City of San Antonio will be notified of the defect within seven (7) days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the City of San Antonio in the manner described in Sub article (a)(6) of this clause.

(4) An interest penalty shall be paid automatically by the Government, without request from the City of San Antonio, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or City of San Antonio compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the City of San Antonio for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the City of San Antonio.

(5) The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify City of San Antonio of a defective invoice within the periods prescribed in Sub article (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed City of San Antonio will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by City of San Antonio.

(i) For the sole purpose of computing an interest penalty that might be due the City of San Antonio, Government acceptance shall be

deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after City of San Antonio delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or City of San Antonio's compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify City of San Antonio of defects in invoices submitted to the Government, but this may not exceed seven (7) days.

(B) The period between the defects notice and resubmission of the corrected invoice by City of San Antonio.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii). Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and City of San Antonio over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the RA. Contract disputes, and any interest that may be payable, will be resolved in accordance with TSA contract disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from City of San Antonio, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in Sub article (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when City of San Antonio is paid.

VI. AUDITS

TSA shall have the right to examine or audit relevant financial records for a period of three (3) years after expiration of the terms of this RA. City of San Antonio must maintain an established accounting system that complies with generally accepted accounting principles.

A. Audit and Records

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

B. Examination of Records

This is a fixed labor-hour rate RA, under which City of San Antonio shall maintain and the Contracting Officer, Contracting Officer's Representative, or an authorized representative of the Contracting Officer, or other authorized Federal official shall have the right to examine and audit all records and other evidence sufficient to reflect properly all hours claimed to have been incurred in performance of this RA. This right of examination shall include inspection at all reasonable times of City of San Antonio offices, or parts of them, engaged in performing the RA. City of San Antonio shall provide notice to TSA of the location and custodian of supporting documentation to include Time Sheets, Payroll Report or Other Documentation that substantiates the hours worked under the RA and will make them available for review during normal working hours when requested by an authorized Federal official.

C. Comptroller General

The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of City of San Antonio's directly pertinent records involving transactions related to this RA or a subcontract hereunder.

This Article may not be construed to require City of San Antonio or subcontractor to create or maintain any record that City of San Antonio or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

D. Availability

City of San Antonio shall make available at its office at all reasonable times the records, materials and other evidence described in Articles (A), (B), and (C) of this clause, for examination, audit, or reproduction, until three (3) years after final payment under this RA, or for any longer period required by statute or by other clauses of this RA. In addition:

(1) If this RA is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and

(2) Records relating to appeals under the "Contract Disputes" clause or to litigation or the settlement of contract disputes arising under or relating to this RA shall be made available until such appeals, litigation, or contract disputes are finally resolved.

E. Flow Down Clause

City of San Antonio shall insert a clause containing all the terms of Article VI. of this RA, including this Paragraph (E), in all subcontracts to perform services there under that are labor-hour rate contracts for LEOs.

This clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under this RA.

F. Refund of Payments

The Contracting Officer has the right to demand the return of payments made to City of San Antonio should the Contracting Officer determine that the hours used to calculate the invoice exceeds the actual hours worked by City of San Antonio.

VII. CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate a Contracting Officer's Representative (COR) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, performance, price, schedule, or terms and conditions of the RA. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the RA. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the RA.

City of San Antonio shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act as a representative of the Contracting Officer under this RA.

The COR for this RA is:

**Toni Smith
Transportation Security Administration
TSA Headquarters, East Tower
Floor #8, TSA-7
601 South 12th Street
Arlington, VA 22202-4220
(571) 227-2467**

VIII. RECORDS AND RELEASE OF INFORMATION

In the course of service under this RA, LEOs will have access to certain information called "Sensitive Security Information" or SSI, which is protected by Federal statute and regulation. LEOs may also create and maintain records that contain SSI, such as investigative reports that relate to aviation security. SSI is specifically defined in 49 CFR1520.7 LEOs assigned to work under this RA are subject to the duties and

requirements imposed by 49 CFR Part 1520, Protection of Sensitive Security Information. As such, they may not publicly disclose SSI in any context, including litigation or pursuant to a state open records act request, without the advance approval of TSA as provided in 49 C.F.R. part 1520. If a party in a legal proceeding seeks SSI in discovery or otherwise seeks disclosure of SSI from a LEO performing duties under this agreement, the LEO must provide immediate notice of the request for SSI to the FSD or the FSD's designee, who will, in turn, forward the request to TSA's Field Counsel. LEOs asked to testify about purely factual matters that do not reveal SSI may do so without consultation with TSA.

All records created by LEOs that contain SSI shall be marked with the following legend:

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IX. LEGAL DOCUMENTS

A copy of any summons, complaint, subpoena, or other legal document served upon a State or local LEO that is related to a legal proceeding that seeks records or testimony containing SSI shall be promptly forwarded to the FSD or the FSD's designee for forwarding to TSA's Field Counsel.

X. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this RA, including SSI as explained in Article VIII above.

XI. MEDIA INQUIRIES

All media releases and other contact with or by media specific to the Security Directive 1542-01-07 (series), the Airport Security Program, or other subsequent and superseding regulations or documents regarding law enforcement services for aviation security shall be coordinated with the FSD or the FSD's designee. All media releases and other contact with or by media on the terms and conditions of this RA shall be coordinated with the Contracting Officer. See Article XIX.

XII. GENERAL ALLOCATION OF LIABILITY

Unless specifically addressed by the terms of this RA or otherwise provided by Federal law, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

XIII. OTHER PROVISIONS

Nothing in this RA or any appendix thereto is intended to conflict with current law or regulation or the directives of DHS, TSA, or any other Executive Department. If a term of this RA or any appendix thereto is inconsistent with such authority, then that term shall be invalid to the extent of such inconsistency, but the remainder of that term and all other terms and conditions of this RA and any appendix thereto shall remain in full force and effect.

XIV. RIGHTS AND BENEFITS

Nothing in this RA is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or officers, state agencies or officers carrying out programs authorized under Federal law, or any other person.

XV. EFFECTIVE DATE AND TERM OF AGREEMENT, AMENDMENTS, AND MODIFICATIONS

This RA will become enforceable when signed by all parties. The effective date and term of this RA is October 1, 2003 and shall continue in effect until September 30, 2004, unless terminated earlier by the parties as provided herein. The termination of this RA by either party does not, in itself, relieve the City of San Antonio from compliance with any Federal law, rule, regulation, or directive in effect.

Changes and/or modifications to this RA shall be in writing and signed by a TSA Contracting Officer and City of San Antonio Aviation Director. The modification shall cite the subject RA, 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 RA.

XVI. OPTION TO EXTEND AGREEMENT

The TSA may elect to continue performance under this RA with the limits and at the rates specified in Appendix A and Appendices A-1 through A-3 as applicable to this RA. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) years. The Contracting Officer may exercise the option by written notice to City of San Antonio within thirty (30) days of the end of the term of the RA.

XVII. TERMINATION

In addition to any other termination rights provided by this RA, either party may terminate this RA at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Termination by any party does not, in itself, relieve the City of San Antonio from compliance with any Federal law, rule, regulation, or directive in effect.

In the event of termination or expiration of this RA, any funds that have not been spent or obligated for allowable expenses prior to the date of termination, and are not reasonably

necessary to cover termination expenses shall be unilaterally de-obligated via a modification to the purchase order that is issued as a result of this RA.

XVIII. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of the RA or any law, regulation, or Security Directive, the inconsistency shall be resolved by giving preference in the following order:

- (1) Laws, Regulations, Security Directives
- (2) This RA, then
- (3) The Appendices to this RA

XIX. POINTS OF CONTACT

The contacts of each party to this RA are:

Toni Smith
Contracting Officer's Representative
Transportation Security Administration
TSA Headquarters, East Tower, Floor #8, TSA-7
601 South 12th Street
Arlington, VA 22202-4220
Telephone: 571-227-2467
Email: toni.smith@dhs.gov

Holly Hamilton Bolger
Contracting Officer
Transportation Security Administration
TSA Headquarters, West Tower, Floor #4, TSA-25
601 South 12th Street
Arlington, VA 22202-4220
Telephone: (571) 227-3036
Email: holly.bolger@dhs.gov

Kevin C. Dolliole
Aviation Director
9800 Airport Blvd.
San Antonio, TX 78216
Telephone: (210) 207-3444
Email: kdolliole@sanantonio.gov

The parties agree that if there is a change regarding the information in this Article, the party making the change will notify the other parties in writing of such change.

XX. RESOLUTION OF DISAGREEMENTS

A. Material Breach

If action based on noncompliance with the terms of the RA is taken under Article IV, the Contracting Officer's determination of a material breach and associated action may be appealed to the Assistant Administrator for Aviation Operations. Appeals must be submitted in writing to the Assistant Administrator for Aviation Operations, via the FSD and Contracting Officer within 60 days of the receipt of the TSA determination that a material breach of this RA has occurred. The appeal shall state the specific basis for contesting the determination of a material breach. The appeal will be reviewed by the TSA Assistant Administrator for Aviation Operations, who shall render a decision regarding the appeal with the concurrence of the Director, TSA Office of Acquisitions and the Deputy Chief Counsel for Procurement.

B. Interpretation

Should disagreement arise on the interpretation of the provisions of this RA, or amendments and/or revisions thereto that cannot be resolved by the Contracting Officer in consultation with the FSD as provided in Article IV. C., the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within sixty (60) days, the parties shall forward the written presentation of the disagreement to the TSA Assistant Administrator for Aviation Operations, who shall render a decision regarding the disagreement with the concurrence of the Director, TSA Office of Acquisition and the TSA Deputy Chief Counsel for Procurement.

Any appeal of decisions under A. or B. above will be subject to applicable Federal law.

XXI. APPROVED BY

The undersigned represent and warrant that they have full authority to sign the instant document and bind the parties in question.

Terry M. Brechtel
City Manager
City of San Antonio

Date

APPROVED: _____
City Attorney

Holly Hamilton Bolger
Contracting Officer
Transportation Security Administration

Date

APPENDIX A

BASE PERIOD

FY 2003
(June 1, 2003 – September 30, 2003)

Airport Code	Total Average On-Site Hours Per Day	Fixed Average Hourly Rate	Estimated FY 2003 Funding
SAT	36	\$27.60	\$121,219.20

FY 2004
(October 1, 2003 – September 30, 2004)

Airport Code	Total Average On-Site Hours Per Day	Fixed Average Hourly Rate	Estimated FY 2004 Funding
SAT	36	\$28.43	\$374,593.68

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APPENDIX A-1

OPTION YEAR 1 -- FY 2005
(October 1, 2004 – September 30, 2005)

Airport Code	Total Average On-Site Hours Per Day	Fixed Average Hourly Rate	Estimated FY 2005 Funding
SAT	36	\$29.28	\$384,739.20

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APPENDIX A-2

OPTION YEAR 2 -- FY 2006 (October 1, 2005 – September 30, 2006)

Airport Code	Total Average On-Site Hours Per Day	Fixed Average Hourly Rate	Estimated FY 2006 Funding
SAT	36	\$30.16	\$396,902.40

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APPENDIX A-3

OPTION YEAR 3 -- FY 2007
(October 1, 2006 – September 30, 2007)

Airport Code	Total Average On-Site Hours Per Day	Fixed Average Hourly Rate	Estimated FY 2007 Funding
SAT	36	\$31.06	\$408,128.40

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**Transportation
Security
Administration**

March 11, 2004

Kevin C. Dolliole
Aviation Director
San Antonio International Airport
9800 Airport Blvd
San Antonio, TX 78216

Dear Mr. Dolliole:

This letter is intended to provide additional details of the San Antonio Department of Aviation and the San Antonio International Airport Police's responsibilities with regard to the reimbursable agreement (RA) with the Transportation Security Administration (TSA) for law enforcement support at the passenger security screening checkpoints at San Antonio International Airport (SAT).


The San Antonio Department of Aviation through the San Antonio International Airport Police will provide law enforcement support to TSA's passenger screening operations in keeping with the terms of the RA. That support will include the requirements as stated in: 1) 49 Code of Federal Regulations, Part 1542.215; Section: Law enforcement support; 2) the approved San Antonio International Airport Security Program (ASP), Law Enforcement Support, Paragraph B (Checkpoint Response Procedures), page 37; and, 3) Security Directive (SD) 1542-01-07M, paragraph III., dated June 2, 2003, and any subsequent revisions of the regulations, ASP, or SD 1542-01-07 series.

The assigned officers will remain employees of and under the control and supervision of the San Antonio Department of Aviation and the San Antonio International Airport Police.

To acknowledge your concurrence in this understanding, please countersign this letter below and return to me.

Sincerely,


Leopoldo R. Vasquez, Jr.
Federal Security Director


Kevin C. Dolliole
Aviation Director
San Antonio International Airport

Date: 3-17-04