

35269



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER:		REQUISITION NUMBER:	
70T01019T9NCKP067		2119209CKP067	
ISSUED TO:		ISSUED BY:	
City of Long Beach Long Beach Airport 4100 Donald Douglass Drive Long Beach, CA 90808 Attn: Claudia Lewis, Interim Director, Long Beach Airport Phone: 562-570-2612 Email: Claudia.Lewis@longbeach.gov DUNS: 178546263 EIN: 956000733		Transportation Security Administration Office of Acquisition Workforce & Enterprise Operations Acquisition Division 701 S 12 th Street Arlington, VA 20598-6025 Contract Specialist: Patricia Klimowicz Phone: 571-227-4783 Email: Patricia.Klimowicz@tsa.dhs.gov	
PROGRAM			
<p>Program: Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas.</p> <p>Five-Year OTA Period of Performance: June 1, 2019 to May 31, 2024</p> <p>Current Period of Performance: June 1, 2019 to May 31, 2020</p> <p>NAICS: 488119 PSC: S112</p>			
FISCAL DATA			
<p>Accounting Line: See page 3 for Accounting and Appropriation Data</p> <p>Total Estimated Five-Year OTA Value: \$261,920.40</p> <p>Current Obligated Amount: \$52,384.08</p>			
PURPOSE			
The purpose of this Other Transaction Agreement is to establish the terms and conditions for the use of space and obligate funding for the reimbursement of fixed electrical and janitorial costs at the TSA security checkpoint and baggage screening areas at Long Beach Airport (LGB).			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
Participant's Signature	Date	Contracting Officer's Signature	Date
	5/29/19	Susan Messina	
Typed Name and Title Tom Modica Assistant City Manager		Typed Name and Title	

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

1. SCHEDULE OF ITEMS/PRICES

Total estimated OTA value for the base year and four option years:

LINE ITEM	DESCRIPTION	PERIOD OF PERFORMANCE	QTY	UNIT	AMOUNT	TOTAL
00001	Year One: Base OTA Period Fixed TSA Electrical Costs	6/1/2019 - 5/31/2020	12	Months	\$ 1,124.01	\$ 13,488.12
00002	Year One: Base OTA Period Fixed Janitorial Costs	6/1/2019 - 5/31/2020	12	Months	\$ 3,241.33	\$ 38,895.96
10001 (Option)	Year Two: Base OTA Period Fixed TSA Electrical Costs	6/1/2020 - 5/31/2021	12	Months	\$ 1,124.01	\$ 13,488.12
10002 (Option)	Year Two: Base OTA Period Fixed Janitorial Costs	6/1/2020 - 5/31/2021	12	Months	\$ 3,241.33	\$ 38,895.96
20001 (Option)	Year Three: Base OTA Period Fixed TSA Electrical Costs	6/1/2021 - 5/31/2022	12	Months	\$ 1,124.01	\$ 13,488.12
20002 (Option)	Year Three: Base OTA Period Fixed Janitorial Costs	6/1/2021 - 5/31/2022	12	Months	\$ 3,241.33	\$ 38,895.96
30001 (Option)	Year Four: Base OTA Period Fixed TSA Electrical Costs	6/1/2022 - 5/31/2023	12	Months	\$ 1,124.01	\$ 13,488.12
30002 (Option)	Year Four: Base OTA Period Fixed Janitorial Costs	6/1/2022 - 5/31/2023	12	Months	\$ 3,241.33	\$ 38,895.96
40001 (Option)	Year Five: Base OTA Period Fixed TSA Electrical Costs	6/1/2023 - 5/31/2024	12	Months	\$ 1,124.01	\$ 13,488.12
40002 (Option)	Year Five: Base OTA Period Fixed Janitorial Costs	6/1/2023 - 5/31/2024	12	Months	\$ 3,241.33	\$ 38,895.96
TOTAL						\$ 261,920.40

2. Current Obligated Amount

LINE ITEM	DESCRIPTION	PURCHASE REQUEST	ACCOUNTING CODE	TOTAL
00001	Year One: Base OTA Period Fixed TSA Electrical Costs	2119209CKP067	50S190A000D2019SWE070GE000077007668648REM-59030015 09010000-233T-TSA DIRECT-DEF. TASK-D	\$ 13,488.12
00002	Year One: Base OTA Period Fixed Janitorial Costs	2119209CKP067	50S190A000D2019SWE070GE000077007668648REM-59030015 09010000-2540-TSA DIRECT-DEF. TASK-D	\$ 38,895.96
TOTAL OBLIGATED AMOUNT				\$52,384.08

3. Accounting and Appropriation Data

Funding is obligated in accordance with the following Accounting and Appropriation Data:

LINE ITEM	DESCRIPTION	PURCHASE REQUEST	ACCOUNTING CODE	TOTAL
00001	Year One: Base OTA Period Fixed TSA Electrical Costs	2119209CKP067	5OS190A000D2019SWE070GE000077007668648REM-59030015 09010000-233T-TSA DIRECT-DEF. TASK-D	\$ 13,488.12
00002	Year One: Base OTA Period Fixed Janitorial Costs	2119209CKP067	5OS190A000D2019SWE070GE000077007668648REM-59030015 09010000-2540-TSA DIRECT-DEF. TASK-D	\$ 38,895.96
TOTAL				\$52,384.08

4. Total Obligated Funding

The total obligated funding for this Agreement is **\$52,384.08**.

ARTICLE I – PARTIES (FEB 2017)

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and the City of Long Beach for the Long Beach Airport (LGB). The TSA and the City of Long Beach (hereinafter referred to as the “Airport”) 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 – AUTHORITY (FEB 2017)

TSA and the Airport enter into this Agreement under the authority of the Aviation and Transportation Security Act (ATSA), Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE (FEB 2017)

A. Introduction

ATSA requires TSA to deploy TSA personnel to screen all passengers, property and baggage at all airports and to establish a program to screen cargo and ensure perimeter access security. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as “necessary security checkpoints” (hereinafter referred to as “Space”).

B. Background

Beginning in 2003, TSA awarded agreements to airport authorities to define the terms and conditions for TSA’s use of federally-mandated checkpoint space at airports and to provide a vehicle for reimbursing electrical consumption and/or janitorial costs for the TSA security checkpoint space.

C. Purpose

C.1. This Agreement establishes TSA’s use of the security checkpoints TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to provide airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space.

C.2. This Agreement supersedes all previous agreements and amendments concerning TSA’s reimbursement to the Airport for electrical consumption and janitorial costs at screening checkpoints and baggage areas.

D. Scope

TSA has a requirement to establish the terms and conditions for TSA’s use of federal-mandated checkpoint space at airports and provide a vehicle for the reimbursement of electrical consumption and janitorial costs for this checkpoint space at the respective airports.

E. Use of Property

- E.1. The Airport is the owner and operator of that certain airport known as Long Beach Airport (LGB), located in Long Beach, CA having an address of 4100 Donald Douglass Drive, Long Beach, CA 90808.
- E.2. This Agreement covers the use of space that TSA reasonably believes is necessary for passenger and baggage screening operations. The specific areas covered by this Agreement (which are referred to herein as "Space") are set out on Exhibit 1. The Space may be expanded or altered, and Exhibit 1 amended accordingly, at the written request of TSA and upon the written approval of Airport, such approval not to be unreasonably withheld, conditioned or delayed. If Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of the TSA. TSA's use and occupancy of other areas at the Property, such as offices for the Federal Security Manager and staff and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between Airport and the U.S. General Services Administration, acting on behalf of TSA.
- E.3. The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any Airport property to address security concerns; nor shall this Agreement waive any rights that the Airport may assert in connection with such acquisition.
- E.4. Airport provides the Space to TSA in "AS IS" condition as of the Effective Date of this Agreement.

F. No Rent

Pursuant to Section 511 of the Department of Homeland Security Appropriations Act, 2005, Pub. Law 108-334, 118 Stat. 1298 (October 18, 2004), Airport agrees to provide use of the Space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to Airport, passengers and others entering airport property. Airport reserves the right to impose rental charges for the Space if federal law requires TSA to pay rent for checkpoint space in the future.

ARTICLE IV – RESPONSIBILITIES (FEB 2017)

TSA'S Operational Activities at Airport

The Airport hereby agrees that TSA has the following rights and privileges:

1. The right to use the Space in connection with its screening and security operations at the Property, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.
2. TSA shall not be responsible for any restoration costs when such cost is the result of the Airport's request to remove or relocate TSA equipment.

3. The rights to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to Airport and coordinate their screening activities with Airport whenever possible. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph.
4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by Airport, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.
5. Airport will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.
6. TSA is responsible for its own telecommunications services; however, if the Airport has a Shared Tenant Services policy, TSA may use such system upon payment of any applicable charges pursuant to a separate or modified agreement between Airport and TSA. TSA agrees to coordinate with Airport so as to not overload the electrical, plumbing or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.
7. Airport will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
8. With the prior consent of TSA, such consent not to be unreasonably withheld, Airport may enter the Space used by TSA for the performance of Airport's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, Airport will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.
9. The Airport is responsible for janitorial services in the TSA passenger and baggage screening areas to include clean-up of bio-hazardous spills in accordance with 29 CFR 1910.1030.

ARTICLE V - EFFECTIVE DATE AND TERM (FEB 2017)

This Agreement shall commence on the Effective Date, **June 1, 2019**, and shall continue for a term of one (1) year (the "Term") or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner.

This Agreement may be extended for four (4) one (1) year terms ("Option Terms") on each anniversary of the Effective Date unless terminated as provided in Article XIII, not to exceed five (5) years.

ARTICLE VI – ACCEPTANCE AND TESTING (FEB 2017) (RESERVED)

ARTICLE VII - FUNDING AND LIMITATIONS (FEB 2017)

For the initial 12-month Term of this Agreement, TSA shall be obligated to pay no more than **\$52,384.08** for performance of this Agreement. Funding of the Option Terms shall be provided upon TSA's exercise of said option. Funding for all option years is subject to the availability of funds.

After the initial 12-month term, annual funding shall be unilaterally awarded by TSA at the current funding level unless the Airport requests an amendment to the Agreement. OTA modifications that amend the Agreement shall be bilaterally awarded.

The Airport shall submit a proposed amendment with all required documentation to substantiate the proposed changes to this Agreement no later than 60 days prior to the current period of performance expiration date. All changes shall become effective upon the execution of a modification to this Agreement. In no event shall TSA be liable for any expenses incurred by the Airport unless previously agreed to by TSA.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT (FEB 2017)

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

A. Payment / Performance Provisions

The Parties hereby agree to the following:

- A.1. Upon receipt of a Proper Invoice from the Airport, TSA shall reimburse the Airport for the costs of electrical consumption by TSA screening equipment located in **Exhibit 1 (“TSA Space Summary”)** in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 2 (“Electrical Costs”)** for the period of service indicated in the invoice.
- A.2. The Airport shall provide janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Space at a level generally consistent with the janitorial standards for space throughout the terminal complex and including, at a minimum, the janitorial and cleaning services and service frequencies set forth in **Exhibit 3 (“Janitorial Services”)**.
- A.3. Upon receipt of a Proper Invoice from the Airport, TSA shall reimburse the Airport for its pro-rata share of Airport’s cost to provide such janitorial and cleaning services in the Space in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 4 (“Janitorial Costs”)** for the period of service indicated in the invoice.
- A.4. Notwithstanding the foregoing, TSA may enter into contracts with third parties for janitorial and cleaning services. In which case, upon notice from TSA of having entered into such third party contract(s), the Airport shall be relieved of its obligation to provide such services under this Article VIII and TSA shall be relieved of its obligation to reimburse Airport under this Article VIII. In the event that Airport chooses to cease providing janitorial and cleaning services and supplies under this Article VIII, Airport must give notice to TSA at least ninety (90) days prior to such cessation.
- A.5. All reimbursement costs due under this Agreement shall be due after services are received and, to the extent appropriated funds are available, shall be paid within sixty (60) days of TSA’s receipt of a Proper Invoice from the Airport.
- A.6. Unless otherwise indicated herein, a Proper Invoice shall mean an invoice that is submitted by the Airport directly to FINCEN using any one of the methods and addresses indicated below. A copy of the invoice may also be transmitted to the TSA Federal Security Director’s (FSD) designated Point of Contact for informational purposes only.

B. Invoicing

Invoices shall be e-mailed, faxed or sent via U.S. mail to FINCEN at the following addresses:
(Please use only one method per invoice submission.)

Billing Address:

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

Email:

fin-smb-tsainvoices@uscg.mil

Fax: (addressed to TSA Invoices)

757-413-7314

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

1. Agreement Number
2. Invoice Date
3. Invoice Number
4. Name and Address of the Airport Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail
6. Tax Identification Number
7. DUNS Number
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. Remittance Address

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

The Airport's failure to submit a Proper Invoice within one (1) year of completion of service for any period of service may, in the sole discretion of TSA, result in delay of payment or no payment in the event appropriated funds are no longer available.

ARTICLE IX – AUDITS (FEB 2017)

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

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

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 Airport or its contractors or subcontractors who are associated with or engaged in activities relating to this Agreement, 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 (FEB 2017)

The TSA Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this Agreement, obligate funds and authorize the expenditure of funds.

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Airport will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Airport as a change in scope or liability to either party.

TSA Contacts

Contracting Officer

Susan Messina
Branch Chief
Contracting Officer
Workforce & Enterprise Operations Division
Office of Contracting and Procurement
Transportation Security Administration
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-4055
Email: Susan.Messina@tsa.dhs.gov

Contracting Officer's Representative

Ronald Colbert
Program Manager
Facilities and Infrastructure Branch
Office of Finance and Administration
Transportation Security Administration
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-3546
Email: Ronald.Colbert@tsa.dhs.gov

Airport Contacts

Primary Contact

Claudia Lewis
Interim Director
Long Beach Airport
4100 Donald Douglass Drive
Long Beach, CA 90808
Phone: 562-570-2612
Email: Claudia.Lewis@longbeach.gov

Secondary Contact

Mony Chhey
Financial Services Officer
Long Beach Airport
4100 Donald Douglass Drive
Long Beach, CA 90808
Phone: 562-570-2664
Email: Mony.Chhey@longbeach.gov

ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)

- 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 Airport has the affirmative duty to notify the TSA Contracting Officer in the event that the Airport believes that any act or omission of a TSA agent or employee would increase the Airport's costs and cause the Airport 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 Airport 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 Airport must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.
- C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.
- D. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII – DISPUTES (FEB 2017)

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the Airport. 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 Airport 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, Airport may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII – TERMINATION (FEB 2017)

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.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS (FEB 2017)

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

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT (FEB 2017)

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVI - PROTECTION OF INFORMATION (FEB 2017)

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

A. Release of Technical Data

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

B. Records and Release of Information

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

C. Media

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

ARTICLE XVII - ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (FEB 2017) (RESERVED)

ARTICLE XVIII – IMPROVEMENTS OR ALTERATIONS (FEB 2017)

- A. TSA shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Property. To the extent required under federal law, TSA's contractors will abide by state and local permitting requirements when making alterations to the Space. The Airport shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.
- B. TSA shall, whenever possible, notify the Airport in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with Airport. In addition, upon completion, TSA will allow the Airport to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. The Airport will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. part 1520.

ARTICLE XIX – GOVERNING LAW (FEB 2017)

Federal law governs this Agreement. Airport shall comply with all federal, state and local laws applicable to Airport as owner of the Property. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the TSA. The Airport is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts; TSA shall be bound by those clauses to the degree required by federal law.

Exhibit 1
Long Beach Airport (LGB)
TSA Other Transaction Agreement (OTA) Space Summary

TSA Space	Operational Sq. Ft.	Janitorial Sq. Ft.
Baggage Screening	8,100	8,100
Security Checkpoints	2,950	2,950
Total TSA Space		11,050

**Exhibit 2
Long Beach Airport (LGB)
TSA Screening Equipment Power Consumption Estimate
Other Transaction Agreement (OTA) # 70T01019T9NCKP067**

Version: 12	Input Cost per KWH (\$)	\$0.1257							
	Equipment	Operating Time (Hours):	Idle Time (Hours):	Turned Off Time (Hours):	Number of Machines:	Per Unit Cost per day (\$)	Total Cost per Day	Total Cost per Month	Total Cost per Year
EDS:	InVision CTX-2500 [GE]	16.0				\$4.224	\$0.00	\$0.00	\$0.00
	InVision CTX-5500 [GE]	16.0				\$6.034	\$0.00	\$0.00	\$0.00
	InVision CTX-9000 [GE, Morpho]	16.0				\$19.509	\$0.00	\$0.00	\$0.00
	InVision CTX-9400 [GE, Morpho]	16.0				\$19.509	\$0.00	\$0.00	\$0.00
	InVision CTX-9800 [GE, Morpho]	16.0				\$19.509	\$0.00	\$0.00	\$0.00
	L3 eXaminer	16.0				\$11.062	\$0.00	\$0.00	\$0.00
	UPS	16.0				\$2.413	\$0.00	\$0.00	\$0.00
	CT-80 [Reveal]	16.0	2.0	6.0	3.0	\$4.751	\$14.25	\$433.57	\$5,202.85
ETD:	Smiths Detection Ionscan 400B [Barringer]	16.0				\$0.362	\$0.00	\$0.00	\$0.00
	Thermo Detection EGIS II	16.0				\$3.469	\$0.00	\$0.00	\$0.00
	Itemiser II [Morpho Detection, GE, Ion	16.0				\$0.201	\$0.00	\$0.00	\$0.00
	Itemiser DX [Morpho Detection, GE]	16.0				\$0.199	\$0.00	\$0.00	\$0.00
	Implant Sciences QS220B	18.0	6.0		11.0	\$0.273	\$3.01	\$91.45	\$1,097.39
	Smith Detection Ionscan 500DT	16.0				\$0.563	\$0.00	\$0.00	\$0.00
ETP:	EntryScan3e [GE]	16.0				\$2.413	\$0.00	\$0.00	\$0.00
	Smith Detection Sentinel II	16.0				\$10.458	\$0.00	\$0.00	\$0.00
X-Ray Equipment:									
TRX	Rapiscan 520B	16.0				\$2.313	\$0.00	\$0.00	\$0.00
	Rapiscan 522B	16.0				\$2.313	\$0.00	\$0.00	\$0.00
	Rapiscan 519	16.0				\$1.207	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 110 [L3]	16.0				\$3.469	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 208 [L3]	16.0				\$3.469	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 237 [L3]	16.0				\$3.469	\$0.00	\$0.00	\$0.00
	EG&G	16.0				\$3.469	\$0.00	\$0.00	\$0.00
	Heimann 6040i [Smiths Detection]	16.0				\$1.156	\$0.00	\$0.00	\$0.00
	Heimann 7555i [Smiths Detection]	16.0				\$1.156	\$0.00	\$0.00	\$0.00
	Heimann 5030i [Smiths Detection]	16.0				\$2.313	\$0.00	\$0.00	\$0.00
AT1	Rapiscan 620DV	16.0				\$2.011	\$0.00	\$0.00	\$0.00
	Heimann 6040aTIX [Smiths Detection]	16.0				\$2.452	\$0.00	\$0.00	\$0.00
AT2 Scanner	Rapiscan-620DV	15.0	3.0	6.0	5.0	\$2.640	\$13.20	\$401.45	\$4,817.45
	L3 ACX-6.4MV	16.0				\$2.792	\$0.00	\$0.00	\$0.00
	Smiths Heimann-6040aTix	16.0				\$3.532	\$0.00	\$0.00	\$0.00
AT2 AVS	Rapiscan-620DV	10.0	8.0	6.0	5.0	\$0.453	\$2.26	\$68.82	\$825.85
	L3 ACX-6.4MV	16.0				\$0.201	\$0.00	\$0.00	\$0.00
	Smiths Heimann-6040aTix	16.0				\$0.201	\$0.00	\$0.00	\$0.00
WTMD Equipment:	CEIA 02PN20	18.0	6.0		3.0	\$0.121	\$0.36	\$11.01	\$132.14
	Metorex 200D Rapiscan	16.0				\$0.080	\$0.00	\$0.00	\$0.00
	Garrett 6500i Enhanced Metal Detector	16.0				\$0.070	\$0.00	\$0.00	\$0.00
AIT Scanner	Rapiscan-Secure1000	16.0				\$1.850	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	18.0	6.0		2.0	\$1.931	\$3.86	\$117.45	\$1,409.45
AIT IO Workstation	Rapiscan-Secure1000	16.0				\$0.201	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	16.0				\$0.201	\$0.00	\$0.00	\$0.00
BLS Equipment:	Thermo Fisher Scientific TruScreen [Ahura]	16.0				\$0.030	\$0.00	\$0.00	\$0.00
	Ceia EMA-MS	16.0				\$0.002	\$0.00	\$0.00	\$0.00
	Smiths Responder	5.0	13.0	6.0	3.0	\$0.003	\$0.01	\$0.25	\$3.03
Operational Equipment	Motorola Quantar Repeater/Station	24.0				\$0.302	\$0.00	\$0.00	\$0.00
							Total Cost per Day	Total Cost per Month	Total Cost per Year
							\$36.95	\$1,124.01	\$13,488.15
							**	\$1,124.01	\$13,488.12
							** the annual amount is rounded for invoicing purposes.		
Notes:	Operating Time: Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.								
	Idle Time: Time the system is powered on but not expected to be screening.								
	Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.								

Exhibit 3
Long Beach Airport (LGB)
Janitorial Services Description

The Airport or its contractor shall provide the following services, **as applicable**, at the specified frequencies or as needed to accommodate surge conditions:

SERVICE	FREQUENCY
(a) Remove trash	Four times daily
(b) Sweep and mop passenger checkpoint floors	Twice daily
(c) Dust TSA equipment, desks, light fixtures, and any other horizontal surfaces within space	Weekly
(d) Sweep baggage screening floors	Daily
(e) Clean divestiture bins	Weekly
(f) Clean checkpoint mats	Monthly

Janitorial Services shall be performed throughout the Space unless otherwise indicated. Special services, to include the clean-up of bio-hazardous spills, shall be provided immediately upon request of TSA personnel.

**Exhibit 4
Long Beach Airport (LGB)
Cost of Janitorial Services**

Cleaning Rate (Unburdened) Price Per Square Foot	Total Square Feet	Janitorial Costs Annual	Janitorial Costs Monthly		
\$3.52	11,050	\$ 38,895.96	\$ 3,241.33		

	Sq Ft	Sq Ft %	Annual Cleaning Rate Per Sq Ft	Annual Cost	
Total Airport Janitorial Space to be cleaned Janitorial Services are provided by the Airport's Contractor	77,850	100%	\$3.52	\$274,031.72	
	Sq Ft	Sq Ft %	Annual Cleaning Rate Per Sq Ft	Annual Cost	Pro-Rated Monthly Cost
TSA Baggage Screening	2,950				
TSA Security Checkpoints	8,100				
Total	11,050	14.19%	\$3.52	\$ 38,895.96	\$ 3,241.33