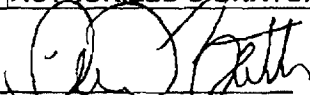
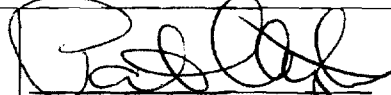




Transportation
Security
Administration

ASSISTANCE AWARD

30257

1 AWARD TYPE		2 AWARD NUMBER		3 REQUISITION NUMBER	
<input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement		HSTS0208HSLR324		2107208SLR324	
4 RECIPIENT			5 ISSUED BY		
Name & Address: LGB City of Long Beach Long Beach Airport 4100 Donald Douglas Drive Long Beach, Ca 90808 562-570-2605			Name & Address: Transportation Security Administration Transportation Credentialing & Sector Network Management 10W-412N, TSA-25 601 S. 12 th Street Arlington VA 22202 Patricia L. Masterson, 571-227-1587, FAX 571-227-1392 email: patricia.masterson@dhs.gov		
6 APPLICATION TITLE & DATE					
Law Enforcement Officer Reimbursement Agreement Program Dated: 6/20/2007					
7 AWARD PERIOD			8 FISCAL DATA		
Total Project Period 10/1/2007 through 9/30/2012 Effective Date: Date of Signature by TSA Grants Officer			Federal Share: \$1,439,377.50 Non-Federal Share: \$0.00 Total Project Cost: Appropriation No. 5AV078A000D2007ADE011GE000031006100616SLR -5904109000320000 4101 F Obligated: \$0.00		
9 RECIPIENT PROJECT COORDINATOR			10 TSA GRANTS OFFICER TECHNICAL REPRESENTATIVE (GOTR)		
Christine Edwards 4100 Donald Douglas Drive Long Beach, Ca 90808 562-570-2605 FAX 562-570-2601 christine_edwards@longbeach.gov			Aimee Jackson, Program Manager Transportation Security Administration 601 S. 12th Street, TSA-18 East Tower (E8-206S) Arlington, VA 22202 Telephone: 571.227.1532 e-Mail: aimee.jackson@dhs.gov		
11 ADMINISTRATIVE DATA			12 FAADS DATA		
CFDA Number: 97.090 Program: Chief Operating Officer Legislative Authority: 49 U.S.C. §§ 106(m) and 114(m)			City Code: 43000 State Code: 06 County Code: 037 Congressional District: 38 EIN: [REDACTED] DUNS: 178546263		
13 AUTHORIZED SIGNATURES					
 Recipient's Signature		9/10/07 Date		 Grants Officer's Signature	
Anthony Batts, City Manager				SEP 12 2007 Date	
TYPED NAME AND TITLE			TYPED NAME AND TITLE		
			Patricia L. Masterson, Contracting Officer (Grants)		

APPROVED AS TO FORM ROBERT E. SHANNON, City Attorney

SEP 7 2007 By 
 ASSISTANT CITY ATTORNEY

**DEPARTMENT OF HOMELAND SECURITY
Transportation Security Administration**

COOPERATIVE AGREEMENT

TERMS AND CONDITIONS

COOPERATOR: City of Long Beach Long Beach Airport

AGREEMENT NO: HSTS0208HSLR324

ARTICLE I – AUTHORIZING LEGISLATION

- (a) The Homeland Security Act of 2002, H.R. 5005-8, P.L. 107-296
- (b) 49 U.S.C. §§ 106(m) and 114(m)

ARTICLE II - PROGRAM DESCRIPTION

The Recipient and the Transportation Security Administration as part of this cooperative effort through the FSD and the Law Enforcement Officer Reimbursement Agreement Program will deploy and train sufficient law enforcement officers to meet their dual responsibility of ensuring the safety of passengers and to counter risks to transportation security. Pursuant to 49 U.S.C. § 44903(c) and 49 C.F.R. Part 1542, each Airport Operator is required to establish an airport security program that provides a law enforcement presence and capability at the airport that adequately ensures the safety of passengers and national security. The work described in the Statement of Joint Objectives (SOJO) is made part of this Cooperative Agreement as Attachment 1.

ARTICLE III – BUDGET AND PROJECT PERIOD

A. Project Period:

1. The Project Period shall be five years from 10/1/2007, the start date of this Cooperative Agreement, through 9/30/2012 contingent on acceptable performance by the Recipient of the program approved under this award and any TSA modifications and the availability of appropriated funds.
2. The Recipient shall not request reimbursement or incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities prior to or beyond the expiration date of the performance period.

ARTICLE IV – AMOUNT OF AWARD

- A. The total estimated cost of the TSA share for the performance of this award is \$1,439,377.50. Costs reimbursed hereunder shall in no event exceed the amount obligated by modification without prior written approval of the Grants Officer.
- B. Funds for future Fiscal Years are contingent upon availability of funds. Recipient may receive a decrease in funding based on funding availability, number of Recipients, and/or project under runs. Should funds become available; a modification to the Cooperative Agreement will be issued to obligate the additional funds.
- C. This Cooperative Agreement is for the administration and completion of an approved Homeland Security/Transportation Security Administration program or project within the Performance Period. Cooperative Agreement funds shall not be used for other purposes.
- D. The reimbursable costs for this award include but are not limited to:
 - a. Fully burdened salary rate of a Police Patrol Officer as described in Attachment 1.
 - b. TSA furnished training and/or security briefings.
- E. No transfer of funds to agencies other than those identified in the approved grant application shall be made without prior approval of the TSA Contracting Officer.
- F. The Participant shall follow the appropriate OMB Circulars for administrative and cost principles guidance and OMB Circular A-133 Audit of States, Local Governments and Non-Profit Organizations in the implementation of this award.

ARTICLE V – COST-SHARE/MATCH

This program has no statutory formula and no matching requirements.

ARTICLE VI – MAINTENANCE OF EFFORT/SUPPLANTING OF FUND

Funds approved under this Cooperative Agreement shall be used to supplement and shall not be used to supplant State or local funds dedicated to this effort. The Participant may be requested to support maintenance of effort through documentation supporting previous years budgets dedicated to this effort.

ARTICLE VII – TRANSPORTATION SECURITY ADMINISTRATION OFFICIALS

- A. TSA officials for the Cooperative Agreement are as follows:
 - 1. The Program Officer (PO) shall be the Office of Law Enforcement/FAMS staff member

responsible for monitoring the completion of work and technical performance of the projects or activities described in the application under the Statement of Joint Objectives (SOJO).

The Program Officer is Aimee Jackson. The contact information for the PO and his alternate is listed below:

Aimee Jackson
Program Manager
Transportation Security Administration
601 S. 12th Street, TSA-18
East Tower (E8-206S)
Arlington, VA 22202
Telephone: 571.227.1532
e-Mail: aimee.jackson@dhs.gov

LEO Program Technical Representative

Wendy Palacio
601 S. 12th Street TSA-18
East Tower (E8-207S)
Arlington, VA 22202
Telephone: 571.227.2451
e-Mail: wendy.palacio@dhs.gov

Grants Officer Technical Representative/ Budget and Finance

Aimee Jackson
Transportation Security Administration
OLE/FAMS/LEO Program, TSA-18
601 S. 12th Avenue, E8-206S
Arlington VA 22202
Telephone: 571.227.1532
e-Mail: aimee.jackson@dhs.gov

- 2. The Grants Officer is the only TSA official that has the full authority to negotiate, administer and execute all terms and conditions of the Cooperative Agreement in concurrence with the Program Officer.** The Contracting Officer is

Patricia L. Masterson
Contracting Officer (Grants)
Transportation Security Administration
Transportation Credentialing & Sector Network Management
10W-412N, TSA-25
601 S. 12th Street
Arlington VA 22202
Telephone: 517-227-1587, FAX 571-227-1392
e-Mail: patricia.masterson@dhs.gov

ARTICLE VIII – TRANSPORTATION SECURITY ADMINISTRATION INVOLVMENT:

Complete participation in this program is described in Attachment 1.

ARTICLE IX – Terms and Conditions:

FOIA: All requests for information, to include those under the Freedom of Information Act or Privacy Acts, will be forwarded to the TSA Program Officer. The TSA Program Officer will coordinate a response with the TSA FOIA Office.

Organization Staffing: The project shall be staffed and organized by the Participant to satisfy its assigned mission and to perform its required functions.

Insurance: The Participant shall at all times during the duration of this Agreement maintain insurance or be self insured relating to the project and Participant employees covering property, fire, casualty, liability, life, worker's compensation, and all other forms of insurance customarily obtained by entities in the same industry. The Participant will not insure TSA agents, contractors, or anyone else against any of these risks.

Public Affairs: All public affairs activities related to project(s) sponsored under this award, and its activities must be approved by TSA. This does not preclude the Cooperator's personnel from participating in public affairs activities not related to project(s) sponsored under this award solely as agents of the Cooperator.

Copyright: The Participant is free to copyright any original work developed in the course of or under the agreement. The TSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of TSA financial support and a statement that the publication does not necessarily reflect TSA's views.

Contract Provisions: All contracts executed under this Cooperative Agreement will contain the contract provisions listed under the OMB Circular A-102, Common Rule, section 36 (i) *Contract provisions* or OMB Circular A-110, section 48 *Contract Provisions*.

Environmental Requirements: Cooperators are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation with the initial planning and selection process for this program. Cooperators are encouraged to coordinate with the TSA Environmental Officers in complying with NEPA and Historic Preservation Act requirements.

Local Permits: Prior to the start of any construction activity, the Participant shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

Publications: In compliance with the Section 623 of the Treasury, Postal Service, and General Government Appropriations Act, 1993, and reenacted in Section 621 of the fiscal year 1994 Appropriations Act requires that all recipients disclose the amount and percentage of Federal funding and funding from non-governmental sources when making public announcements about Federally-funded projects in the amount of \$500,000 or more.

Termination: Either the Participant or TSA may terminate the Cooperative Agreement by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of the

termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Cooperator's authority to incur new costs will be terminated upon arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Cooperative Agreement will be commenced and processed as under OMB Circular A-102, Common Rule .50 Closeouts.

Buy America: The Grantee, Subgrantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonable increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the grant file for record.

ARTICLE X – REQUEST FOR REIMBURSEMENT

- A. Payment under this award will be authorized by the reimbursement payment method (using the SF 270, "Request for Advance or Reimbursement") in compliance with information provided in the SF 424A, "Budget Information" with supporting invoice document.
- B. The TSA will reimburse the Recipient monthly for amounts expended for the activities described in the SOJO. The amount of \$287,875.50 is hereby estimated for obligation at the time of Modification 1 for the categories outlined in the SOJO, Attachment 1.

Recipient is required to provide mandated Law Enforcement Services regardless of funding level or period funding is received.

- C. Requests for reimbursement SF270's must be submitted to the FSD or FSD Designee for certification within 30 days of the end of the monthly period of performance (ex. SF 270's for January's period of performance must be submitted no later than February 28th). shall be submitted monthly through the local FSD office at the address listed in Attachment 1. Detailed documentation must be available for each item for which reimbursement is requested; for example, checkpoint logs, timesheets, and/or appropriate validation from payroll for each individual Law Enforcement Officers' fully burden salary rate as described in Attachment 1.
- D. Include banking information and DUNS number on all SF270's submitted.
- E. Participant must be registered in the Centralized Contractor Registration (CCR) at CCR.gov. Banking information and DUNS number reflected on SF270 must match information contained in the Recipient's CCR account. Inaccurate information may result in payment delays.
- F. In the event of non-compliance with all or portion of the terms and requirements of this Cooperative Agreement, or if a disagreement arises on the interpretation of the provisions of this Cooperative Agreement, or modifications and/or revisions thereto, the Program Manager and Grants 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 and Program Manager the materiality of the breach and/or resolution of the interpretation of the Cooperative Agreement 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 by the FSD and/or the Contracting Officer. The Recipient may use the Alternative Dispute Resolution (ADR) process to appeal.

ARTICLE XI- FINANCIAL REPORTS

- A. FINANCIAL STATUS REPORT: The Recipient shall submit financial reports (SF 269, Financial Status Report) to the appropriated Awarding Office within 30 days after end of each budget period.
- B. Final Financial Status Reports are due 90 days after the close of each* Recipient fiscal year.
- C. Submit Financial reports to: Grants Officer, Block 5, face page of this agreement.

ARTICLE XII – PERFORMANCE REPORTS

- A. The Program Officer shall review the monthly Certification sheets submitted by the Federal Security Director.
- B. The annual performance review shall consist of a comparison of the following:
 - LEO evaluation/certification results
 - ASI Compliance Reports
 - Consolidated invoiced and actual cost reports

ARTICLE XIII – COOPERATIVE AGREEMENT MODIFICATIONS

- A. Changes and/or modifications to this Agreement although done unilaterally shall be in writing and signed by the TSA Grants Officer. The modification shall cite the Cooperative Agreement number and shall set forth the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.
- B. All requests for interpretations of this Agreement or modifications to it shall be submitted in writing to the TSA Grants Officer.
- C. EXTENSION REQUEST:
 - 1. Extensions to the performance period can only be authorized in writing by the TSA Grants Officer with the concurrence of the TSA Program Officer.
 - 2. Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification to be processed. The justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a

description of performance measures necessary to fulfill regulatory requirement. Without financial status reports current and justification submitted, extension requests shall not be processed.

3. TSA has no obligation to provide additional funding as a result of an extension. All modifications to the award to increase funding or to extend the Performance Period are at the sole discretion of the TSA staff involved in this Cooperative Agreement.

ARTICLE XIV – AUDIT REQUIREMENTS

Cooperators must follow the audit requirements under OMB Circular No. A-133, Audits for States, Local Governments and Non-Profit Organizations. Non-Federal entities that expend \$500,000 or more of Federal funds in their fiscal year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

ARTICLE XV – GENERAL PROVISIONS

The following are hereby incorporated into this agreement by reference as applicable:

31 CFR 205	Rules and Procedures for Funds Transfers
OMB Circular A-102	Uniform Administrative Requirements for grants and Cooperative Agreements with State and Local Governments
OMB Circular A-87	Cost Principles for State and Local Governments
OMB Circular A-110	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
OMB Circular A-21	Cost Principles for Educational Institutions
OMB Circular A-122	Cost Principles for Nonprofit Organizations
For-profit organizations are subject to the provisions of 48 CFR Part 31, "Contract Cost Practices and Procedures."	
Application	Cooperative Agreement Application and Assurances contained therein received by TSA on 6/20/2007 and/or as amended on _____.

End of Cooperative Agreement HSTS0208HSLR324

**TRANSPORTATION SECURITY ADMINISTRATION
AIRPORT LAW ENFORCEMENT PERSONNEL PROGRAM
ATTACHMENT 1
STATEMENT OF JOINT OBJECTIVES
Program Narrative Statement**

This document defines the responsibilities and conditions that the City of Long Beach, (hereinafter referred to as the "Participant") agrees to as part of Transportation Security Administration (TSA) Airport Law Enforcement Personnel Program, hereafter referred to as the "Program." This document also defines responsibilities and participation of the TSA.

The authority to enter into this agreement is granted by 49 U.S.C. §§ 106(m) and 114(m). TSA has programmatic authority for the activities undertaken in this Cooperative Agreement pursuant to 49 U.S.C. §§ 114(g), 44901(g), 44903(e) and 44922(f). The effective date of the Cooperative Agreement will be the date of the signature by the TSA Grant Officer, with a pre-agreement date based upon the date of the last signature on this Statement of Joint Objectives.

The Participant agrees to provide qualified law enforcement services on-site at the Long Beach Airport (LGB) airport during airport operating hours and to provide law enforcement response to the security passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive 1542-01-07 (series), or other regulations and documents regarding law enforcement services.

The TSA will provide partial reimbursement support for on-site response to airport security passenger-screening checkpoints supplied by Long Beach Airport Safety Office pursuant to the terms of this Cooperative Agreement. Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), the Airport Security Plan, and other regulations regarding law enforcement services as noted in the paragraph above. Should the Participant fail to comply with the provisions outlined in this agreement, the Participant may face full or partial forfeiture of payment or sanctions up to removal from the Program.

TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES

1. The TSA will provide partial reimbursement to Participants. TSA will provide funds as available to offset the cost to carry out Aviation LE responsibilities.
 - o Actual/direct costs for fully burdened salary rate of a Police Patrol OfficerFully Burdened rate includes:
 - base salary for each locality

- social security
- 401(k)/403(b)/457 plans
- Disability Insurance
- Health care benefits
- Pension
- Life Insurance

- o No Overhead/Administrative Costs

2. The TSA Federal Security Director (FSD), in consultation with the airport operator and local law enforcement, may determine that flex stationing is appropriate in certain circumstances, and that an armed LAW ENFORCEMENT OFFICER (LEO) or state certified armed security guard, if applicable, may therefore not have to be posted at the airport screening location.

3. The TSA will process Participant monthly invoices promptly after obtaining FSD signature, certifying that work was performed in accordance with the Agreement.

4. The TSA will notify the Participant, immediately in writing, of any changes in the points of contact for invoicing or clarification of the intent of the Cooperative Agreement.

5. The TSA will provide on an as needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security topics, including, *but not limited to:*

- o Improvised Explosive Device recognition.
- o Flying Armed Law Enforcement Officer regulation.
- o Armed Law Enforcement Officer Federal Criminal statutes pertinent to Aviation Security.
- o Armed Law Enforcement Officer No-Fly/selectee procedures/processes.
- o **Man** Portable Air Defense System.
- o Screening Passengers by Observation Technique

PARTICIPANT RESPONSIBILITIES:

1. The Participant agrees to maintain a sufficient number of law enforcement personnel to satisfy the responsibilities as outlined in Paragraphs 2, 3 and 4 below. Funding is intended to support LAW ENFORCEMENT OFFICER (LEO) presence for flexible stationing or dedicated checkpoint support as needed based on surges, security alerts, and other conditions.

2. The Participant LEOs will respond to TSA checkpoints as outlined in the Long Beach Airport ASP

3. The Participant will provide LEO coverage during heightened alert levels as directed in the applicable TSA Security Directive

4. The Participant will provide monthly invoices in addition to the SF270 to the FSD and to the Contract Officer's Representative in the format provided by TSA detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. Monthly invoicing consists of services provided from the 1st day of the month to the last day of the month not to exceed 30 days past the invoiced period of performance.

5. The Participant will notify the TSA, immediately in writing, of any changes to the points of contact for this Agreement or in the law enforcement agency providing the services to TSA.

6. The Participant will notify the TSA, immediately in writing, if for any reason the Participant desires to terminate participation in the Program. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.

7. The Participants or the Law Enforcement providers will not publicly disclose Sensitive Security Information (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 CFR part 1520. A copy of any summons, complaint, subpoena, or other legal document served upon a State or local Law Enforcement Officer that is related to a legal proceeding that seeks records or testimony containing SSI shall be promptly forwarded to the FSD or the Federal Security Director's designee for forwarding to Transportation Security Administration's Field Counsel.

8. The Participant will coordinate all media releases and other contact with or by media on the terms and conditions of this CA shall be coordinated with the Federal Security Director.

9. As requested by the FSD or other TSA representative, the Participant will participate in security breach drill/exercises.

10. As requested by the FSD or other TSA representative, the Participant will participate in MAN PORTABLE AIR DEFENSE SYSTEM (MANPADS) assessments and exercises.

11. As requested by the FSD or other TSA representative, the Participant will participate in new and emerging aviation security programs. (Ex. Aviation Direct Access Security Program (ADASP)).

12. As requested by the FSD or other TSA representative, the Participant will provide verification of Law Enforcement Officer credentials as required by Transportation Security Administration.

13. The Participant will consult with Federal authorities to determine if a case involving an incident at the airport will be handled in Federal jurisdiction.

14. The Participant will provide support for VIP/executive protection operations.

15. The Participant will promptly furnish on request incident reports and other information dealing with Aviation Security and other criminal activities at the airport.

16. The Participant will fully cooperate with regulatory investigations.

ATTACHMENTS:

The TSA may provide administrative and informational updates to the attachments (i.e., updates to the HQ Program Staff listing) without re-issuance of this agreement. Any new attachment(s) or significant changes to the current attachments will be accomplished through written modifications as provided in the Terms and Conditions of this agreement.

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 Cooperative Agreement, including Security Sensitive Information (SSI) as explained in #7 above.