

**30282**

**AGREEMENT**

**BETWEEN**

**DEPARTMENT OF HOMELAND SECURITY  
TRANSPORTATION SECURITY ADMINISTRATION**

**AND**

**the CITY OF LONG BEACH**

**RELATING TO**

**LONG BEACH AIRPORT**

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Negotiated by the TSA pursuant to  
49 U.S.C. §106(l)(6), 114(m), and Homeland Security Act of 2002

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HSTS04-07-A-DEP187

## **ARTICLE I - PARTIES**

This Memorandum of Agreement (“Agreement” or “MOA”) is entered into by the United States Department of Homeland Security, Transportation Security Administration (“TSA”) and the City of Long Beach (the “City”), as represented by its Airport Bureau (the “Airport”), relating to checked baggage screening improvements. This MOA is authorized pursuant to the Aviation and Transportation Security Act (ATSA) Public Law 107-71, November 19, 2001, and 49 U.S.C. §106(l)(6), and the Homeland Security Act of 2002. TSA and the City agree to cooperate in good faith to perform their respective obligations in executing the purpose of this Agreement.

## **ARTICLE II - PURPOSE AND SCOPE**

The subject of this Agreement is the installation of three (3) CTX 5500 Explosives Detection Systems (EDS) units and TSA required Explosives Trace Detection Devices (ETD) to support an interim baggage facility in the Main Terminal of the Long Beach Airport (LGB). Subject to availability, TSA will assist in implementing the semi integrated baggage screening configuration by providing the EDS units and ETD devices. This MOA shall not be construed (1) to obligate TSA, in any manner, to provide the EDS units or ETD devices referred to herein, or (2) to obligate the City perform if such equipment is not provided, but it shall establish the parties’ obligations with respect to the Project if and when the TSA provides the EDS units and ETD devices to the City. Should the TSA screening equipment not be provided, the City is not required to restore the site to its original condition. TSA will accept the EDS units and ETD devices as an approved interim screening solution pending completion of the permanent solution.

## **ARTICLE III – RESPONSIBILITIES**

1.0 Specific project and technical responsibilities and performance of both parties are contained in Appendix A which is attached to this Agreement.

2.0 The EDS units and ETD equipment supplied by TSA shall be and shall at all times remain the property of the U.S. Government. All Airport personal property, improvements to Airport real property (including but not limited to airport facilities) and such other assets acquired, installed or constructed to facilitate the installation and/or to maintain the operational capabilities of the EDS units and ETD devices shall be and shall at all times remain the property of LGB. All such property, improvements and other assets are collectively referred to as “ancillary non-security equipment.” It shall remain the responsibility of the City acting through such agents as it may use, to operate, maintain and when necessary, to repair or replace, such ancillary non-security property in order to maintain the operational capabilities of the EDS units and ETD devices.

## **ARTICLE IV - EFFECTIVE DATE AND TERM**

The effective date of this Agreement is the date on which both parties have signed the Agreement. This Agreement shall continue in effect for as long as the EDS and ETD equipment remain in place at LGB.

**ARTICLE V – EXAMINATION OF RECORDS**

The Comptroller General of the United States, or authorized representative, shall, upon reasonable notice and during regular business hours, be allowed by the City and/or the Airport access to and the right to examine any directly pertinent records involving transactions related to this Agreement.

**ARTICLE VI - LIMITATIONS ON LIABILITY**

Each party expressly agrees, without exception or reservation, that it shall be solely and exclusively liable for the negligence of its own agents and/or employees in connection with its performance hereunder.

**ARTICLE VII - CHANGES AND/OR MODIFICATIONS**

No change or modification to this Agreement shall be effective unless it is in writing and signed by the parties' authorized representatives. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed modification shall be attached to this Agreement and thereby become a part of this Agreement.

**ARTICLE VIII - CONSTRUCTION OF THE AGREEMENT**

1.0 This Agreement is an "other transaction" issued under 49 U.S.C. § 106(l) and (m) and is not a procurement contract, grant or cooperative agreement. Except with respect to Article V, nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

2.0 Each party represents that it participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and agrees that this Agreement shall not be construed more stringently against one party than against the other. Each party represents that it makes no exceptions and holds no reservations, and agrees to construe this Agreement without recourse to any contemporaneous writing, correspondence or conversation.

3.0 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

4.0 This MOA is not intended to be, nor shall it be construed as creation of a partnership, corporation, or other business entity between the parties. Unless otherwise expressly provided herein, nothing in this MOA shall be construed to create, enhance, or diminish any substantive right, duty or obligation owed to each party by the other, or by either party to any third party.

**ARTICLE IX – DELETED**

**ARTICLE X - PROTECTION OF INFORMATION**

Each party agrees to take appropriate measures to protect proprietary, privileged, confidential and security sensitive information that may come into its possession as a result of this Agreement.

**ARTICLE XI – PUBLICITY**

All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and Public Affairs.

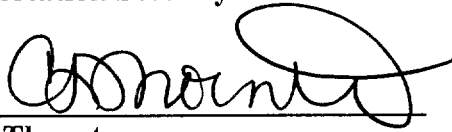
**ARTICLE XII – SURVIVAL OF PROVISIONS**

The following provisions of this Agreement shall survive termination of this Agreement: Articles III, V, VI, VIII, X, and XI.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers this 17 day of August, 2007.

Department of Homeland Security  
Transportation Security Administration

City of Long Beach



\_\_\_\_\_  
Connie Thornton  
TSA Contracting Officer

\_\_\_\_\_  
City Manager

Copy to:  
Federal Security Director  
Long Beach Airport

APPROVED AS TO FORM

\_\_\_\_\_  
8/14, 2007  
ROBERT E. SHANNON, City Attorney

By Yvonne Conway  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

## APPENDIX A: RESPONSIBILITIES

### LONG BEACH AIRPORT (LGB)

#### TRANSPORTATION SECURITY ADMINISTRATION

#### CITY OF LONG BEACH

**A. TSA responsibilities with regard to the Project are listed below in sections 1.1 to 1.4 listed below.**

**1.1. CONFIGURATION REVIEW AND APPROVAL**

- 1.1.1. Review and approve the final Project design and deployment plan regarding the installation of the EDS units and ETD devices to support the interim screening solution at LGB.

**1.2. PROVISION OF EQUIPMENT AND TECHNICAL SUPPORT**

- 1.2.1. Make available three CTX-5500 EDS units with three flat powered entrance conveyors and exit roller conveyors and lift gates and five ETD devices, each of which the TSA warrants is currently in operating condition;
- 1.2.2. Bear all costs of shipping three CTX-5500 EDS units to LGB, shipment date subject to official written notice of site readiness and availability of permanent power;
- 1.2.3. Provide for GE Homeland Protection (GE) oversight of Rigging Services and Project Management for the installation of three (3) CTX 5500 EDS.
- 1.2.4. Provide for Burn-in, evaluation, and repair as needed to ensure the (3) CTX-5500 units are installed, powered up, evaluated and to ensure operational effectiveness;
- 1.2.5. Provide for GE support for installation of three flat infeed conveyors to be provided by TSA;
- 1.2.6. Provide exit roller conveyors and lift gates from each CTX-5500 EDS unit to each CTX unit related ETD screening area
- 1.2.7. Supply and install EDS Control Station, CPU(s), monitor(s) and keyboard(s);
- 1.2.8. Supply and install three extended umbilical cable for Baggage Viewing Station (Baggage Viewing Station);
- 1.2.9. Supply and place EDS Control Station furniture;
- 1.2.10. Furnish and install ETD equipment;
- 1.2.11. Furnish and install ETD inspection tables.

**1.3. IV&V: OPERATIONAL READINESS TESTING (ORT)**

- 1.3.1. Establish testing criteria for the Operational Readiness Test (ORT) for EDS machine screening capabilities;
- 1.3.2. Provide for funding of GE ORT testing support;
- 1.3.3. Provide for funding and tasking of ORT of the three EDS units by TSA's independent validation and verification contractor, Battelle, upon verification of readiness by GE.

#### 1.4 PERFORMANCE AND COMMISSIONING

- 1.4.1 Upon successful completion of ORT, TSA will promptly repair, maintain and operate the EDS and ETD units through their life cycle at no cost to the Airport.

#### **B. City of Long Beach/Airport Responsibilities with regard to the Project are outlined in sections 2.1-2.4 listed below.**

##### 2.1 INSTALLATION SUPPORT

- 2.1.1 Facilitate installation of the EDS units by providing a clear path during rigging and installation, and provide sufficient space to allow for initial deployment activities (such as uncrating the units);
- 2.1.2 Support escorting need of rigging personnel.

##### 2.2 EDS DELIVERY AND PLACEMENT

- 2.2.1 Prior to the commencement of any work to be performed under this MOA, have in place (and require of its contractors participating in the work under this MOA, to have in place) no less than the minimum amounts of workman's compensation insurance required by law;
- 2.2.2 Contract for and provide oversight of all airport site preparation work necessary to install the EDS and ETD equipment. This shall include costs associated with infrastructure, facility or conveyor modifications necessary to install the EDS and ETD equipment such as including providing electrical power for the installation and operation of the EDS.
- 2.2.3 Ensure the Project site will be ready to accommodate the installation of the EDS units at the time the EDS units are delivered to LGB;
- 2.2.4 Adhere in good faith to all reasonable technical and notice requirements of the EDS Original Equipment Manufacturer (OEM), GE Homeland Protection, to place the EDS units into operational condition and have them pass Operational Readiness Testing (ORT), bearing in mind that readiness for this testing can only be declared by the GE and that Battelle requires seven (7) days notice of readiness;
- 2.2.5 Once installed, provide reasonable measures to protect the EDS equipment from harm in the screening area.

##### 2.3 SCREENING AREA ERGONOMIC REQUIREMENTS

- 2.3.1 Install adequate lighting/light fixtures in the entire screening area, especially in the area of alarm resolution to provide a minimum of 35 lumens;
- 2.3.2 Provide adequate safety measures for pedestrian access to the checked baggage screening station;
- 2.3.3 Furnish and install (illuminated) emergency exit/evacuation signs.

**2.4 POWER REQUIREMENTS**

- 2.4.1 Design and install power to the EDS and ETD units in accordance with OEM specifications per the OEM site installation guide;
- 2.4.2 Provide terminations to the EDS and ETD units for electrical power;
- 2.4.3 Provide all other infrastructure power requirements needed to support the EDS and ETD units.

**C. Points of Contact for tasking and TSA coordination are:**

- 3.1 Transportation Security Administration:
  - 3.1.1 Office of Security Technology Deployment Team:  
Steve Mcqueen, 571-227-3232  
Steve.Mcqueen1@dhs.gov
  - 3.1.2 Chief Technologies Office Contracting Officer Technical Representatives:  
GE Homeland Protection:  
Dave Harder, 571-227-1501  
David.Harder@dhs.gov  
  
Battelle Testing:  
Patricia Reichenbach, 609-813-2710  
Patricia.Reichenbach@dhs.gov
  - 3.1.3 TSA Contracting Officer  
Office of Acquisition  
Connie Thornton, 605-393-8191  
Connie.Thornton@dhs.gov