

AN ORDINANCE 2008-05-08-0375

**AUTHORIZING A FIVE-YEAR RENEWAL OF THE REIMBURSEMENT GRANT AGREEMENT WITH THE TRANSPORTATION SECURITY ADMINISTRATION FOR THE OPERATION OF FIVE CANINE TEAMS AT SAN ANTONIO INTERNATIONAL AIRPORT; ACCEPTING \$125,500.00 IN GRANT FUNDS FOR FISCAL YEAR 2008; AND ESTABLISHING A PROGRAM BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City recently completed a five-year reimbursement grant agreement (cooperative agreement) with the Transportation Security Administration (TSA) in which the City provided explosives detection training for canines and personnel at San Antonio International Airport, and the TSA provided reimbursement of operating expenses up to \$40,000.00 per canine team; and

**WHEREAS**, it is in the best interest of the City to renew the Agreement with TSA through a new five-year Cooperative Agreement which was accepted by the TSA through a grant application and award process; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City's application submitted to the TSA for a five-year Cooperative Agreement renewal in the amount of \$1,252,500.00 for participation in the TSA National Explosives Detection Canine Team Program, executed by Mr. Tim O'Krongley, Assistant Aviation Director, and accepted by TSA is hereby approved and attached hereto as Attachment I.

**SECTION 2.** The City Manager or her designee is authorized to accept the five-year renewal of the current Cooperative Agreement from the TSA. Funding in the amount up to \$1,252,500.00 is authorized to reimburse the Aviation Department for costs related to the City of San Antonio's continued participation in the TSA Explosives Detection Canine Team Program for the program period April 1, 2008 through March 31, 2013. A copy of the budget approval letter in the amount of \$125,500.00 for fiscal year 2008 is set out in Attachment II. Acceptance of an additional \$125,000.00 for the 2006-2007 grant period, under the previous agreement, is authorized.

**SECTION 3.** Fund 26065000 entitled "Department of Homeland Security" and Internal Order 133000000039 entitled "Airport K9 Grant 2006-07" is hereby designated to receive and allocate \$125,000.00 and Internal Order 133000000060 "Airport K9 Grant 2007-08" is hereby designated to receive and allocate \$125,500.00.

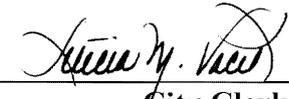
**SECTION 4.** The budget which is set out in Attachment III, is approved and adopted for entry in the City books.

**SECTION 5.** The financial fiscal allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

**PASSED AND APPROVED** this 8<sup>th</sup> day of May, 2008.

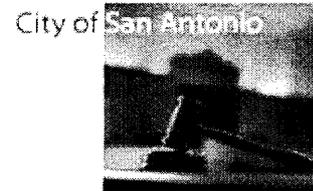
  
MAYOR  
PHIL HARDBERGER

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

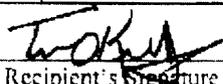
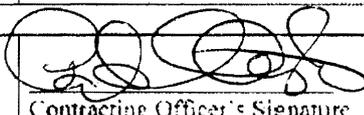


Request for  
**COUNCIL**  
 ACTION



## Agenda Voting Results - 12

<b>Name:</b>	6, 7, 8, 9, 10, 11A, 11B, 12, 13, 14, 16, 17A, 17B, 20						
<b>Date:</b>	05/08/2008						
<b>Time:</b>	11:40:58 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a five-year renewal of the reimbursement grant agreement with the Transportation Security Administration for the operation of five Canine Teams at San Antonio International Airport; accepting \$125,500.00 in grant funds for Fiscal Year 2008; and establishing a program budget. [Penny Postoak Ferguson, Assistant City Manager; Mark Webb, Director, Aviation]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2	x					
Jennifer V. Ramos	District 3	x					
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7	x					
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				x

1 AWARD TYPE		2 AWARD NUMBER		3 REQUISITION NUMBER	
<input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement		HSTS0208HCAN448		2108208CAN448	
4 RECIPIENT			5 ISSUED BY		
Name & Address: SAT  City of San Antonio Aviation Department 9800 Airport Boulevard San Antonio, TX 78216  210-207-3435			Name & Address: Transportation Security Administration Threat Assessment and Sector Management Programs W10-412N, TSA-25 601 S. 12 <sup>th</sup> Street Arlington, VA 22202 Attn: Patricia L. Masterson Phone: 571-227-1587 Fax: 571-227-1392 Email: patricia.masterson@dhs.gov		
6 APPLICATION TITLE & DATE					
TSA National Explosives Detection Canine Team (NEDCTP) Proposal Dated: 4/11/2008					
7 AWARD PERIODS			8 FISCAL DATA		
Total Program Period: 4/1/2008 through 3/31/2013  Effective Date: Date of Signature by TSA Contracting Officer			Federal Share: \$1,252,500.00 Appropriation No. 5AV089A000D2008ADE040GE000025006100616CAN-5905214530000000-4101 Obligated: \$125,500.00		
9 RECIPIENT PROGRAM COORDINATOR			10 TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (GOTR)		
Ron Bruner Chief of Airport Police City of San Antonio, Aviation Department 9800 Airport Boulevard San Antonio, TX 78216 Phone: 210-207-3435 Email: roald.bruner@sanantonio.gov			Janet Riddle Transportation Security Administration Directorate of Operations, TSA-18 601 S. 12th Avenue, P8-127S Arlington, VA 22202 571-227-1536		
11 ADMINISTRATIVE DATA			12 FAADS DATA		
CFDA Number: 97.072 Program: Chief Operating Officer Legislative Authority: ATSA, 49 U.S.C. 108, Public Law 107-71 (November 19, 2001)			City Code: 65008 State Code: 48 County Code: 029 Congressional District: 20 EIN: 746002070 DUNS: 144539801		
13 AUTHORIZED SIGNATURES					
 Recipient's Signature		4-11-08 Date		 Contracting Officer's Signature	
Tim O'Krongley, Assistant Director, A.A.E. TYPED NAME AND TITLE				APR 11 2008 Date  Patricia L. Masterson, Contracting Officer (Grants) TYPED NAME AND TITLE	



Transportation  
Security  
Administration

**AWARD**

<b>1</b>	<b>AWARD TYPE</b>	<b>2</b>	<b>AWARD NUMBER</b>	<b>3</b>	<b>REQUISITION NUMBER</b>
<input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement		HSTS0208HCAN448		2108208CAN448	
<b>4</b>	<b>RECIPIENT</b>			<b>5</b>	<b>ISSUED BY</b>
Name & Address: SAT  City of San Antonio Aviation Department 9800 Airport Boulevard San Antonio, TX 78216  210-207-3435				Name & Address: Transportation Security Administration Threat Assessment and Sector Management Programs W10-412N, TSA-25 601 S. 12 <sup>th</sup> Street Arlington, VA 22202 Attn: Patricia L. Masterson Phone: 571-227-1587 Fax: 571-227-1392 Email: <a href="mailto:patricia.masterson@dhs.gov">patricia.masterson@dhs.gov</a>	
<b>6</b>	<b>APPLICATION TITLE &amp; DATE</b>				
TSA National Explosives Detection Canine Team (NEDCTP) Proposal Dated: 1/11/2008					
<b>7</b>	<b>AWARD PERIODS</b>			<b>8</b>	<b>FISCAL DATA</b>
Total Program Period: 4/1/2008 through 3/31/2013  Effective Date: Date of Signature by TSA Contracting Officer				Federal Share: \$1,252,500.00 Appropriation No. 5A V089A000D2008ADE040GE000025006100616CAN-5905214530000000-4101 Obligated: \$125,500.00	
<b>9</b>	<b>RECIPIENT PROGRAM COORDINATOR</b>			<b>10</b>	<b>TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (GOTR)</b>
Ron Bruner Chief of Airport Police City of San Antonio, Aviation Department 9800 Airport Boulevard San Antonio, TX 78216 Phone: 210-207-3435 Email: <a href="mailto:ronald.bruner@sanantonio.gov">ronald.bruner@sanantonio.gov</a>				Janet Riddle Transportation Security Administration Directorate of Operations, TSA-18 601 S. 12th Avenue, E8-127S Arlington, VA 22202 571-227-1536	
<b>11</b>	<b>ADMINISTRATIVE DATA</b>			<b>12</b>	<b>FAADS DATA</b>
CFDA Number: 97.072 Program: Chief Operating Officer Legislative Authority: ATSA, 49 U.S.C. 108, Public Law 107-71 (November 19, 2001)				City Code: 65008 State Code: 48 County Code: 029 Congressional District: 20 EIN: 746002070 DUNS: 144539801	
<b>13 AUTHORIZED SIGNATURES</b>					
_____ Recipient's Signature			_____ Contracting Officer's Signature		
_____ Date			_____ Date		
_____ TYPED NAME AND TITLE			<u>Patricia L. Masterson, Contracting Officer (Grants)</u> TYPED NAME AND TITLE		

**DEPARTMENT OF HOMELAND SECURITY  
Transportation Security Administration**

**COOPERATIVE AGREEMENT**

**TERMS AND CONDITIONS**

---

**PARTICIPANT: City of San Antonio, Aviation Department**

**AGREEMENT NO: HSTS0208HCAN448**

**ARTICLE I – AUTHORIZING LEGISLATION**

- (a) The Homeland Security Act of 2002, H.R. 5005-8, P.L. 107-296
- (b) ATSA, 49 U.S.C. 108, Public Law 107-71 (November 19, 2001)

**ARTICLE II - PROGRAM DESCRIPTION**

The Participant and the Transportation Security Administration agree to provide TSA-certified canine teams that will be available to respond to **San Antonio International Airport**, 24 hours a day, 7 days per week, with the intent to provide maximum coverage during peak operating hours. The Participant also agrees to maintain the ability to promptly respond to threats at support facilities, rail stations, airports, passenger terminals, seaports, and surface carriers, which affect public safety or transportation operations. TSA canine teams will conduct training and other canine activities within view of the public, thereby providing a noticeable visible deterrent towards terrorist threats and other criminal activity. The Participant agrees that these TSA-certified canine teams will be utilized at least 80% of their time in the transportation environment. The work described in the Statement of Joint Objectives (SOJO) is made part of this Cooperative Agreement as Attachment 1.

**ARTICLE III – BUDGET AND PROGRAM PERIOD**

A. Program Period:

- 1. The Program Period shall be five years from 4/1/2008, the start date of this Cooperative Agreement, through 3/31/2013 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 Participant shall not request reimbursement or incur costs or obligate funds for any purpose pertaining to the operation or activities of the Program prior to or beyond the expiration date of the performance period.

B. Funding Period:

- 1. The Funding Period is for one-year increments from the effective date of this Cooperative Agreement: 4/1/2008 through 3/31/2013.

2. The Participant shall not, without the prior written approval of TSA, request reimbursement or incur costs or obligate funds for any purpose pertaining to the operation of the Program, program, or activities prior to or beyond the Budget Period approved for each year.

#### **ARTICLE IV – AMOUNT OF AWARD**

- A. The total estimated cost of the TSA share for the performance of this award is \$1,252,500.00. Costs reimbursed hereunder shall in no event exceed that amount without prior written approval of the Contracting Officer.
- B. Funds for future Funding Periods are contingent upon availability of funds. 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 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. Handler / canine team: salary and o/t, benefits, uniforms, laundry.
  - b. Supplies: kennel, vet care, facilities, vehicles, dog food.
- E. No transfer of funds to agencies other than those identified in the approved Cooperative Agreement 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. Previous years' budgets dedicated to this effort may be requested to verify maintenance of effort of this program.

## ARTICLE VII – TRANSPORTATION SECURITY ADMINISTRATION OFFICIALS

A. TSA officials for the Cooperative Agreement are as follows:

1. The Program Officer (PO) shall be the National Explosives Detection Canine Team Program (NEDCTP) staff member responsible for monitoring the completion of work and technical performance of the Programs or activities described in the application under the Statement of Joint Objectives (SOJO).

The Program Officer (PO) is the NEDCTP Chief. The contact information for the PO and his alternate is listed below:

### **NEDCTP Chief**

Michael Prendergast  
Transportation Security Administration  
601 S. 12th Street, TSA-18  
East Tower (E8-128S)  
Arlington, VA 22202  
Telephone: 571.227.4644  
E-mail: Michael.Prendergast@dhs.gov

### **NEDTCP Technical Representative**

William Carleton, Chief, Operations Branch  
NEDCTP, TSA-18  
601 S.12th Street  
East Tower (E8-218S)  
Arlington, VA 22202  
Telephone: 571.227.2227  
E-mail: William.Carleton@dhs.gov

### **NEDCTP Contracting Officer Technical Representative/ Budget and Finance**

Janet Riddle  
Transportation Security Administration  
Directorate of Operations, TSA-18  
601 S. 12th Avenue, E8-127S  
Arlington, VA 22202  
Telephone: 571-227-1536  
E-mail: [Janet.riddle@dhs.gov](mailto:Janet.riddle@dhs.gov)

2. The Contracting 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  
Threat Assessment and Sector Management Programs  
10W-412N, TSA-25

601 S. 12<sup>th</sup> Street  
Arlington, VA 22202  
Telephone: 517-227-1587, FAX 571-227-1392  
E-mail: [patricia.masterson@dhs.gov](mailto: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 Program 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 Program 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 Program(s) sponsored under this award, and its activities must be approved by TSA. This does not preclude the Participant’s personnel from participating in public affairs activities not related to Program(s) sponsored under this award solely as agents of the Participant.

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: Participants are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation with the initial planning and selection process for this program. Participants 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 Programs 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 seven (7) calendars days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Participant'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, 49 CFR 18.50 Closeouts.

Buy America: The Participant and its contractors receiving funds from this cooperative agreement 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 cooperative agreement file for record.

Trafficking In Persons: Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
  - i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 49 CFR 18.43.

B. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 49 CFR Part 18.43

C. Provisions applicable to any recipient:

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. “Private entity”:
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - b. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
- 5. Foreign public entity means:
  - i. A foreign government or foreign governmental entity;
  - ii. A public international organization, which is an organization entitled to enjoy privileges, exemptions, and immunities as an international organization under the International Organizations Immunities Act (22 U.S.C. 288–288f);
  - iii. An entity owned (in whole or in part) or controlled by a foreign government; and
  - iv. Any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.
- 6. Indian tribe means any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native village or regional or village corporation (as defined in, or established under, the Alaskan Native Claims Settlement Act (43 U.S.C. 1601, et seq.)) that is recognized by the United States as eligible for the special programs and services provided by the United States to

Indians because of their status as Indians.

7. Local government means a:
  - a. County;
  - b. Borough;
  - c. Municipality;
  - d. City;
  - e. Town;
  - f. Township;
  - g. Parish;
  - h. Local public authority, including any public housing agency under the United States Housing Act of 1937;
  - i. Special district;
  - j. School district;
  - k. Intrastate district;
  - l. Council of governments, whether or not incorporated as a nonprofit corporation under State law; and
  - m. Any other instrumentality of a local government.
8. Private entity.
  - a. This term means any entity other than a State, local government, Indian tribe, or foreign public entity.
  - b. This term includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe in paragraph (b) of this section.
    - ii. A for-profit organization.
9. State, consistent with the definition in section 103 of the TVPA, as amended (22 U.S.C. 7102), means:
  - a. Any State of the United States;
  - b. The District of Columbia;
  - c. Any agency or instrumentality of a State other than a local government or State-controlled institution of higher education;
  - d. The Commonwealths of Puerto Rico and the Northern Mariana Islands; and
  - e. The United States Virgin Islands, Guam, American Samoa, and a territory or possession of the United States.

## **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.”
- B. The TSA will reimburse the Participant on a monthly basis for amounts expended for the activities described in the SOJO. The amount of \$125,500.00 is hereby committed for obligation for the categories outlined in the SOJO, Attachment 1.
- C. Requests for reimbursement shall be submitted monthly with a cover sheet (on department letterhead) and shall include the completed Excel spreadsheets (each Participant will be provided copies of the required spreadsheets). Detailed documentation must be attached for each item for which reimbursement is requested; for example, receipts for the purchase of any items or services,

appropriate validation from payroll for each individual handler's salary, benefits and overtime expenses. The original packages should be sent to the TSA National Detection Canine Explosives Team Field Canine Coordinator. Upon receipt and validation of submitted expenses by Field Canine Coordinator and authorization by the TSA National Explosives Detection Canine Program Office, payment will be made by TSA.

D. Include banking information on the SF270 submitted.

E. Participant must be registered in the Centralized Contractor Registration at CCR.gov.

#### **ARTICLE XI – FINANCIAL REPORTS**

A. FINANCIAL STATUS REPORT: The Participant shall submit financial reports (SF 269a, Financial Status Report) to the appropriated Awarding Office within 30 days after end of each Program period.

B. Final Financial Status Reports are due 90 days after the close of the agreement.

C. Submit Financial reports to: Contracting Officer, Block 5, face page of this agreement.

#### **ARTICLE XII – PERFORMANCE REPORTS**

A. The Program Officer shall review performance metrics at the end of each quarter (January 30, April 30, July 30 and October 30).

B. The review shall consist of a comparison of actual accomplishment to the approved Program objectives and include the following:

- Daily canine team training and utilization
- Annual canine evaluation/certification results
- Annual Comprehensive Assessment

C. Final review of performance metrics is due 90 days after the close of the cooperative agreement.

D. A final performance reports should be submitted to the Awarding Officer, listed under Article VII, Transportation Security Administration Officials.

#### **ARTICLE XIII – COOPERATIVE AGREEMENT MODIFICATIONS**

A. Changes and/or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and by an authorized representative of the Participant. 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. Funding modifications may be awarded unilaterally.

B. All requests for interpretations of this Agreement or modifications to it shall be submitted in writing to the TSA Contracting Officer.

C. BUDGET REVISIONS:

1. Proposed budget revisions require TSA Awarding Officers written approval prior to execution.
2. For all Cooperative Agreements, regardless of the amount of funding, the Participant shall obtain prior written approval for any budget revision which would result in the need for additional funds.
3. If a cooperative agreement provides funding for both construction and non-construction activities, the Participant must obtain written approval from the TSA Awarding Officer before making fund or budget transfer from non-construction to construction or vice versa.
4. If a Participant has unexpended funds remaining after the end of the Performance Period, the Program Officer shall report the amount to the Awarding Officer to request disposition instructions.

**D. EXTENSION REQUEST:**

1. Extensions to the Performance Period can only be authorized in writing by the TSA Contracting 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 complete the Program. 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**

Participants 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:

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 1/11/2008.

**End of Cooperative Agreement HSTS0208HCAN448**

**National Explosive Detection Canine Team Program  
City of San Antonio Aviation Department  
Fiscal Year 2008 Budget**

General Line Item #	General Line Item Name	Extension of old IO	New IO covering 4/1/08 to	City funding
		covering 10/1/07 to 3/31/08	9/10/08	
		Federal funding	Federal funding	
5101010	Salaries	\$75,000.00	\$75,500.00	\$4,000.00
5101020	Overtime	\$5,850.00	\$5,850.00	\$2,000.00
5101040	Shift Differential	\$600.00	\$600.00	
5103005	FICA/Soc. Sec.	\$4,317.50	\$4,317.50	
5103010	Life Insurance	\$81.50	\$81.50	
5104030	Flex Benefits Contributions*	\$16,260.00	\$16,260.00	
5105010	TMRS	\$7,250.00	\$7,250.00	
5105030	Civilian Clothing	\$1,250.00	\$1,250.00	
	<b>Total Personal Services</b>	<b>\$110,609.00</b>	<b>\$111,109.00</b>	<b>\$6,000.00</b>
5204080	Maint-Machinery & Equip	\$400.00	\$400.00	
5204090	Maint-Automotive	\$400.00	\$400.00	
5202025	Other Contractual Svcs	\$3,361.00	\$3,361.00	
	<b>Total Contractual Services</b>	<b>\$4,161.00</b>	<b>\$4,161.00</b>	<b>\$0.00</b>
5301020	Maint Parts-Automotive	\$0.00	\$0.00	
5304015	Animal Feed	\$1,000.00	\$1,000.00	
5304040	Chemicals, Medical, Drugs	\$550.00	\$550.00	
5304050	Tools & Apparatus	\$2,500.00	\$2,500.00	
5304075	Computer Software	\$250.00	\$250.00	
	<b>Total Commodities</b>	<b>\$4,300.00</b>	<b>\$4,300.00</b>	<b>\$0.00</b>
5403545	Motor Fuel & Lubricants	\$4,500.00	\$4,500.00	\$4,000.00
5404510	Vehicle Management Fee	\$180.00	\$180.00	
	<b>Total Other Expenditures</b>	<b>\$4,680.00</b>	<b>\$4,680.00</b>	<b>\$4,000.00</b>
5501000	Computer Equipment	\$1,250.00	\$1,250.00	
5709090	Capital Outlay > 5K (Auto)	\$0.00	\$0.00	
	<b>Total Capital Outlay</b>	<b>\$1,250.00</b>	<b>\$1,250.00</b>	<b>\$0.00</b>
<b>Total Amount Reimbursable</b>		<b>\$125,000.00</b>	<b>\$125,500.00</b>	<b>\$10,000.00</b>
<b>Total Program Cost for Fiscal Year 2008</b>				<b>\$260,500.00</b>