#### MEMORANDUM OF AGREEMENT

# BETWEEN TRANSPORTATION SECURITY ADMINISTRATION

### THE DEPARTMENT OF HOMELAND SECURITY

#### AND

#### MASSACHUSETTS PORT AUTHORITY

#### REGARDING ACCESS TO AND USAGE OF CCSS IMAGES

Pursuant to an Other Transaction Agreement (OTA), the Transportation Security Administration, U.S. Department of Homeland Security, ("DHS") has provided funding to the Massachusetts Port Authority ("the Authority") to add additional closed circuit television cameras (CCTVs) on the Authority's Consolidated Camera Surveillance System ("CCSS"), at Logan International Airport ("BOS"), a condition of which is to provide to DHS access to images from those CCTVs. The Authority and DHS have a mutual interest in monitoring certain areas of Boston Logan International Airport (BOS), and have agreed to provide access to and share images from the CCSS. DHS enters into this agreement pursuant to, inter alia, 49 U.S.C. §§ 106(m) and 114(j) and TSA Delegation of Authority No. 400.2. The Authority enters into this agreement pursuant to Chapter 465 of the Massachusetts Acts of 1956, as amended (the "Enabling Act"). DHS and the Authority agree to the following procedures, restrictions, and responsibilities.

#### I. DESCRIPTION

- A. The Authority owns, operates, manages, and maintains its CCSS, which is comprised of CCTVs at various locations in BOS. The CCSS operates on the Authority's Office Automation network. Authorized users may access CCSS by logging into an Authority workstation with a password. Images captured by the CCTVs may be viewed in real-time, and are also stored on CCCS. An image may be transferred to storage mediums (CDs, DVDs, etc.) or printed as a hard copy.
- B. This Memorandum of Agreement ("Agreement") covers the agreements between DHS and the Authority (collectively "the Parties") regarding access and usage of images captured by CCTVs on the CCSS.

#### II. AUTHORITY RESPONSIBILITIES

The Authority will operate, manage, and maintain the CCSS. The Authority will operate the cameras and equipment continuously and store the images appropriately.

1. Maintaining equipment. The Authority will maintain, repair and restore cameras and equipment in accordance with any OTAs or contracts in effect on the date of the signing of this Agreement.

Maintenance and repairs shall be performed in a reasonable fashion and with the same level of effort as other airport security systems. The Authority will promptly notify TSA of any significant service related outages. Should TSA become aware of an unplanned service outage or equipment failure, it should notify the Authority's Operations so that the Authority may resolve the issue.

- 2. Providing equipment. The Authority will provide TSA with Authority workstations to access CCSS. The workstations will be comprised of a personal computer-based device which will provide authorized users access to view CCTV images, both recorded and in real-time. The Authority will also provide printer supplies necessary to produce hard copies of selected images.
- 3. Maintaining CCSS. The Authority will maintain the CCSS system and keep the cameras and equipment operating continuously. Images captured on cameras purchased pursuant to the OTA will be stored for a minimum of thirty (30) days. Pending resolution of technical issues, images from all cameras will be kept for a minimum of thirty (30) days as of August 31, 2011.
- 4. Training and Support. The Authority will provide initial training to TSA personnel regarding accessing CCSS, making copies of images to storage medium when required, and operating aspects of the system. The Authority will provide technical support to authorized TSA users through its information technology telephone help line during business hours and through its Aviation Operations telephone line during non-business hours.
- Passwords. The Authority will provide authorized TSA users with passwords to access CCSS. Group passwords will be provided for passenger security checkpoints and baggage screening area workstations. Individual passwords will be provided for selected authorized TSA senior management users.

#### III. TSA RESPONSIBLITIES

TSA will have access to live and archived images from cameras on the CCSS system, as described in Appendix A, at authorized computer workstations located at passenger security checkpoints and baggage screening areas, the DHS Boston Security Coordination Center, and selected TSA senior management locations at BOS. The access includes all cameras purchased pursuant to the OTA as well as access to images from additional cameras.

- 1. Use of images. TSA agrees to use the CCSS, and the images captured by that system, only for purposes authorized by law, regulation, or policy.
- Recording of images. TSA will provide its own storage medium (CDs, DVDs, etc.) if it wishes to retain copies of any CCTV image or series of images. Images will be recorded for official purposes only.
- 3. Passwords. Authorized TSA users will be provided passwords by the Authority, which shall be properly maintained by the user and changed as required by the Authority. TSA will notify the Authority when a user account needs to be deactivated. A user account will be deactivated

upon the user's termination of employment or if a determination is made that the individual no longer needs to access the images. It is a violation of this Agreement for an individual to use a password of another individual.

- 4. Camera angles. TSA will be responsible for selecting the field of view for CCTV cameras located at the passenger security checkpoints and baggage screening areas. Where applicable at these locations, TSA may change the field of view of the camera by utilizing their pan, tilt, and zoom functions.
- 5. Access to additional images. Should TSA wish to have access to images from additional cameras, beyond those described in Appendix A, it will file a written request to do so with the Authority's Corporate Security department. Access to, and images from, all mutually agreeable cameras will be provided to TSA.

## IV. DISSEMINATION OF MATERIAL TO THIRD PARTIES

Images obtained from CCSS cameras may be provided to an authorized law enforcement agency for legitimate law enforcement purposes to the extent consistent with applicable law. Any SSI images that are disseminated will be marked in accordance with 49 CFR Part 1520. Any CD, DVD, or image that is printed by the Parties that contains Sensitive Security Information (SSI) shall be properly marked and controlled as required by 49 CFR Part 1520. All authorized users will complete training on the handling of this information.

The Authority will continue to comply with requests for non-SSI images by law enforcement agencies, by proper subpoena, and in accordance with public records requests pursuant to M.G.L. ch. 4, sec. 7(26) and ch. 6, sec. 10. ); provided that the Authority will not disclose to any third party any images of TSA operations or TSA personnel without written authorization from TSA. The Parties agree that, for purposes of federal FOIA requests, TSA is not in possession of the images captured by the CCTVs to which the Authority is giving it access.

#### V. INTERAGENCY COMMUNICATIONS

1. TSA shall direct communications to: Manager, Access Control Systems, Massachusetts Port Authority, at 617-568-3992. A copy shall be provided to the legal department.

2. The Authority shall direct communications to: TSA Program Manager at 617-620-4135,

#### VI. SEVERABILITY

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS or the Authority. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

#### VII. NO PRIVATE RIGHT

This MOA is an internal agreement between DHS and the Authority. It does not create or confer any right or benefit, substantive or procedural, enforceable by any third party against the Parties, the United States, or the officers, employees, agents, or associated personnel thereof. Nothing in this MOA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

### VIII. FUNDING

This MOA is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOA. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

#### IX. EFFECTIVE DATE

The terms of this agreement will become effective on the date signed by the Parties.

#### X. ENTIRE AGREEMENT

This MOA constitutes the entire agreement between the parties.

#### XI. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving the other party thirty (30) days written notification.

TSA and the Authority concur with the provisions of this Agreement, as indicated by the signatures of their duly-authorized officials.

Massachusetts Port Authority

Transportation Security Administration, Department of Homeland Security

By: \_\_\_\_\_ Michael A. Grieco Assistant Secretary Treasurer Massachusetts Port Authority Date: \_\_\_\_\_

Ву:
George Naccara
Federal Security Director
Date:

AMENDMENT OF SOLIC	TTATION/MODIFICATI	ON OF CONTRACT	i. Cont	RACT ID CODI	2	PAGE	OF	PAGES
2 AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	4. REQUISITION/PURCHASE REG			Is awnie	CINO (I)	molic	
P00001	XX/XX/XXXX	2112202CT	•	v	D. INO/L	CI NO 47	арунса	way
6. ISSUED BY		7. ADMINESTERED BY (I other th			CODE	d		
TSA – Office of Acquisitie 701 South 12 <sup>th</sup> Street Arlington, VA 22202	on / TSA - 25							
8. NAME AND ADDRESS OF CONTRACTOR (No.	. Street, county, State and ZIP; Code)		(1)	9A. AMENDA	IEN F OF S	DLICITATI	ION N	<u>.</u>
Massachusetts Port A	uthority							
Boston International A	-	ead@massport.com		9B. DATED (	SBE ITEM .	U)		
One Harborside Drive				10A MODIFI	CATION OF	CONTRA	CT/OR	DEINO.
East Boston, MA 021			x	HSTS04-0				
				10B, DATED (SEE ITEM 13)				
CODE	FACILITY CODE				5/2009			
N.	THIS ITEM ONLY APPLIES 1	TO AMENDMENTS OF SOI	LICITA	ATIONS				
The above numbered solicitation is amend	led as set forth in Hem 14. The hour and	date specified for receipt of Offers		🔲 îs ex	tended,	🗌 is I	not ext	tended.
Offers must acknowledge receipt of this amend	finent prior to the hour and date specified	d in the solicitation or as amended, by	one of t	he following n	ethods:			
(a) By completing Items 8 and 15, and return separate letter or telegram which includes a r PLACE DESIGNATED FOR THE RECEIPT this amendment you desire to change an offer and this amendment, and is received prior to the	reference to the solicitation and amend OF OFFERS PRIOR TO THE HOUR afready submitted, such change may be te opening hour and data specified.	ment numbers. FAILURE OF YOU AND DATA SPECIFIED MAY RES	ir ack Sult in	NOWLEDGM	ENT TO I	BE RECE E OFFER derence to	IVED If by the s	AT THI y virtue c
12 ACCOUNTING AND APPROPRIATION DATA	. (If coquired)					\$	0.00	
13, THIS	ITEM APPLIES ONLY TO M	<b>IODIFICATIONS OF CONT</b>	RACT	S/ORDERS	<u>д</u> ,			
IT M	IODIFIES THE CONTRACT/C	ORDER NO. AS DESCRIBEI	D IN ľ	TEM 14.				
() A. THIS CHANGE ORDER IS ISSUED PU	RSUANT TO. (Specify authority) THE CHA	NGES SET FORTH IN ITEM 14 ARE MA	de in TF	RECONTRACT	order no	IN LIEM	10A	
8. THE ABOVE NUMBERED CONTRACT ITEM 14, PURSUANT TO THE AUTHOR	T/ORDER IS MODIFIED TO REFLECT THE DRITY OF FAR 43.103(5).	ADMINISTRATIVE CHANGES (such as	changes i	n paying affice, a	ppropriation	date, eic.)	SET F	ORTH IN
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUANT TO AUTH	ORITY OF:						
X D. OTHER Specify type of modification and ARTICLE X Changes and	•/							
E. IMPORTANT: Contractori	is not, $\_X\_$ is required to sign	this document and return 1	_ copie	es to the iss	uing offi	ce.		

In accordance with Article X, the purpose of this modification is to extend the term of Agreement in Article IV from June 30, 2012 to September 30, 2014 at no additional cost to the Government. All other terms and conditions remain unchanged and in full force and effect.

Except at provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofime changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
			Susan Messina				
			Contracting Officer				
15B. CONTRACTOR/OFFEROR		ISC. DATE SIGNED	16B. UNITED STATES OF AMERICA	I6C. DATE SIGNED			
			BY				
(Signature of person muhorized to sign)			(Signature of Contracting Officer)				
NSN 7540-01-152-8070	30-105	STANDARD FORM	M 30 (REV. 10-83)				
PREVIOUS EDITION UNUSABLE	Compute	r Generated Prescribed FAR (48 CF					

In accordance with Article X, "Changes and Modifications," of Other Transaction Agreement (OTA) number IISTS04-09-H-CT7015, the purpose of this Modification P00001 to OTA No. HSTS04-09-H-CT7015 is to execute the following:

1. The term of the Agreement's end date is hereby extended from June 30, 2012 to September 30, 2014 and as a result, Article IV, "Effective Date, Term, and Termination," is hereby revised to read as follows:

The Effective Date of this Agreement is the date on which it is signed by appropriate representatives for TSA and the AUTHORITY, and shall be the date of the last signature ("Effective Date").

This Agreement shall be in effect from September 25, 2009 through September 30, 2014.

- The amount obligated to date against the subject OTA remains unchanged in the amount of \$4,380,989.00. No additional funds are obligated in support of this extension to the Agreement.
- 3. All other terms and conditions of the OTA remain unchanged and in full force and effect unless otherwise changed by the Contracting Officer.

----- End of P00001 -----

# LL-5586(A)

Massachusetts Port Authority     Boston International Airport     Attn: Paul Showstead (617) 558-3688     One Harborside Drive, Suite 200S     East Boston, MA 02128     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE     III. THIS ITEM ONLY OF the box and data specified for freedop of Differ     III. THIS ITEM ONLY OF the box and data specified for freedop IIII on a one of the IIII on the box and data specified for freedop III ON and and the incoding of the other solution on an annead, and anneadment on an anneadment, box and the incoding of the other solution of the incoding of the other solution in the other solution of the incoding of the other solution of the incoding of the other solution of the incoding of the incod			1	OF 1	PAGES
P00002         06/30/2012         2112202CT4034           I ISUBBY         CODE         7. ADMRNSTREED BY (deductive files d)           TSA - Office of Acquisition / TSA - 25         701 South 12 <sup>th</sup> Street         7. ADMRNSTREED BY (deductive files d)           A ISUBAL         CODE         7. ADMRNSTREED BY (deductive files d)           MARE AND ADDRESS OF CONTRACTOR (the South comp. Sociant 200 Code)         (t) TAA           MARE AND ADDRESS OF CONTRACTOR (the South comp. Sociant 200 Code)         (t) TAA           MARE AND ADDRESS OF CONTRACTOR (the South comp. Sociant 200 Code)         (t) TAA           MARE AND ADDRESS OF CONTRACTOR (the South comp. Sociant 200 Code)         (t) TAA           MARE AND ADDRESS OF CONTRACTOR (the South comp. Sociant 200 Code)         (t) TAA           Mare and the solution of the social code code code code code code code code			1		1
	2	S. PROJEC	⊊T NO. {I}	o polita	014/
TSA - Office of Acquisition / TSA - 25 701 South 12 <sup>th</sup> Street Arlington, VA 22202 MM& AND ADDRESS OF CONTRACTOR (M. Serie, every, Series/207 Cold) Massachusetts Port Authority Boston International Airport Attn: Paul Showstead (617) 568-3688 One Harborside Drive, Suite 200S East Boston, MA 02128 III. THIS INTEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATE III. THIS ITEM ONLY APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/C III ADDIFIES THE CONTRACTOR DATA STREEM AND ACTIONES FILL THE ADDITION OF AND ARROWED IN THE ACCURT OF OF SPERS FELOR TO THIS HOUR and the specified in the solution of the					
Massachusetts Port Authority     Boston International Airport     Attn: Paul Showstead (617) 568-3688     One Harborside Drive, Suite 200S     East Boston, MA 02128     PACILITY CODE     II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATIO     The shore numbered volicitation is smencked as set forth in liem 14. The hour and due specified for receipt of Differ     We completing liem 4 and 11, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     We completing liem 4 and 11, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     We completing liem 4 and 14, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     We completing liem 4 and 14, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     We completing liem 4 and 14, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     We completing liem 4 and 14, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     We completing liem 4 and 14, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     We completing liem 4 and 14, not returning and (1) copy of the anteodment (b) packnowledging receipt of Differ     Yours ACKNOW     ACCE DESIGNATED FOR THE BECRIFT OF OF SER PRICE TO THIS HOUR AND DATA SPECIFIED MAY RESULT IN NE     Is anteodment, and is received point to the opening have and data apatified.     AcCOUNTING AND ATAGOPANATION DATA (grepered     I. ACCOUNTING AND ATAGOPANATION DATA (grepered     I. THIS CHANCE ORDER IS ISSUED FOR THACTOORDER IS MODIFIED TO REFLICE THER ADADNISTRATIVE CHANCES ford on dwarer in par     IEEM (4, PRALUMAT TO TIE AUTHORITY OF PAR 41,1004     THES CHANCE ORDER IS ISSUED FOR THACTOORDER IS MODIFIED TO ARTICLANCES SEFORTHERE INVECTING AND ACCATOORDER IS ESCHIPTION OF ARA 41,1004     THES CHANCE ORDER IS ISSUED FOR THACTOORDER IS MODIFIED TO ARTICLANCES SEFORTHERE INVECTING AND ACCATOORDES fored on dwarer in par			L	haft-annormaði	
Boston International Airport Attn: Paul Showstead (617) 568-3688 One Harborside Drive, Suite 200S East Boston, MA 02128	A AMENDALE	ENTOFSC	NICITAT	IONEC	,
A tit: Paul Showstead (617) 568-3688 One Harborside Drive, Suite 200S East Boston, MA 02128					
One Harborside Drive, Suite 200S East Boston, MA 02128  One Harborside Drive, Suite 200S East Boston, MA 02128  IIII PACIATY CODE  IIII PACIATY CODE  IIII PACIATY CODE  IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	B. DATED (SE	екігеы і	H)		
East Boston, MA 02128  East Boston, MA 02128  Image: Contract Con					
	IGA. MODIFICA			NC TYORU	deino
DDB       PACILITY CODE         [1]. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATE         [] The above numbered volicitation is amended as as to fan in liem 14. The how and date specified for receips of Offers         [] The above numbered volicitation is amended as as to fan in liem 14. The how and date specified for receips of this smeadment prior to the box and date specified for the solicitation and prevent letter or taken as which how are of the for the prior to the prevent letter or taken as which how are of the for taken as an another, in pumbers. PARLIER DEPORT of the smeadment or taken as which how are of the for YOUR ACCNOV         ACCOUNTING AND APPENDENT TO POPPERS PRIOR TO THE HOW AND DATA SPECIFIED MAY RESULT IN REIS anothered to you do hur to takenge as offer thready submitted, moly change may be made by relegam or feater, provided each telegare at the amendment, and is secrived prior to the opening how and data specified.         ACCOUNTING AND APPENDENT OF DATA SPECIFIED MAY RESULT IN REIS ONLY TO MODIFICATIONS OF CONTRACTS/O IT MODIFILTS THE CONTRACT/ORDER NO. AS DESCRIBED IN THE CONTRACTS/ORDER NO. AS DESCRIBED IN THE CONTRACT/ORDER NO. AS DESCRIBED IN THE CONTRACTS/ORDER NO. AS DESCRIBED IN THE CONTRACTS/ORDER NO. AS DESCRIBED IN THE CONTRACTS/ORDER SET FORTILIN ITEM IS ARE AMENDMENT TO THE AUTHORITY OF FOR A 1,10005.         [] A THES CHANCE ORDER IS ISSUED FURSUART TO FOR A 1,10005.       C THE SPECIFY proved modifications and models in the advance of a per TEEM (A, PREVENTIAL AOREENT IS BATERED INTO PURSUANT TO AUTHORITY OF         [] A THES CHANCE ORDER IS ISSUED FURSUART TO RECEIPTED TO REPLICE THE ADADANISTRATIVE CHANCES functions changer in per TEEM (A, PREVENTIAL AOREENT IS BATERED INTO PURSUANT TO AUTHORITY OF         [] A T	HSTS04-09-	à-u-Cl	1015		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION         1 The share numbered solicitation is amended as set forh in hem 14. The how and date specified for receips of Difers         Kers must achnowledge receips of this anandmann prior to the boar and date specified for the solicitation or as ananded, by one of the formed as set for the the boar and date specified for the solicitation or as ananded, by one of the formed the prior to the grant which includes a reference to the solicitation and annewithmut numbers. FARINER OF YOUR ACKNOW         ACE DESIGNATED FOR THE BECERFOR OF OFFRER STRINGT TO THE NOUR AND DATA SPECIFIED MAY RESULT IN KHE is amendment you do not to the specified of the annewithment of the second offer strends prior to the grant field.         ACCOUNTING AND APROPHICATION DATA (frequence)         13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/O IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM         14. A modified to a reference?         13. THIS CHANCE ORDER IS ISSUED FURSUART TO Copy of the Anti-Action of Acting the second of the anti-Acade in the antin the antin the anti-Acade in the anti-Acade in the a	168, DATED (SE	SER ITEM	(1))		
The above numbered solicitation is amended as set forth in Item 14. The how and date specified for receipt of this amendment prior to the bow and date specified for receipt of this amendment prior to the bow and date specified for the solicitation of as annexided, by one of the for ) By completing items 8 and 13, and remaining one (1) copy of the antendment; (b) By acknowledging receipt of this amendment of parts letter or talegram which includes a reference to the solicitation and amendment; (b) Dy acknowledging receipt of this amendment of parts letter or talegram which includes a reference to the solicitation and amendment; (b) Dy acknowledging receipt of this amendment of parts letter or talegram which includes a reference to the solicitation and amendment parts. FARMURED OF YOURA CKNOW ACE DESIGNATED FOR THE BECEPTO OF OFFRER FRIGURATION TO THE INCUR AND DATA SPECIFIED MAY RESULT TO KE is amendment, and is accessed priori to the opening hour and data specified. A CCOUNTING AND APROPALATION DATA (free-erce) I.3. THIS ITEM APPELIES ONLY TO MODIFICATIONS OF CONTRACTS/O IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM (A THIS CHANCE ORDER IS ISSUED FURSUARY TO <i>Copelly onhering</i> ) THE CHANCES SET FORTHUM THE MARKAME IN THE CHANCES function changer in part ITEM 14, PURSUARY TO THE AUTHORIZY TO <i>Copelly onhering</i> ) THE CHANCES SET FORTHUM THE MARKAME IN THE CHANCES function changer in part ITEM 14, PURSUARY TO THE AUTHORIZY OF PARK 4, 104945. C THES SUPPLEMENTAL AORESMENT IS ENTERED INTO PURSUARY TO AUTHORITY OF A THE SUPPLEMENTAL AORESMENT IS ENTERED INTO PURSUARY TO AUTHORITY OF A CHANCE SPEcific of an doublery) ARTICLE X - Changes and Modifications IMPORTANT: Contractor is not,X is required to sign this document and return _1_ expires for bled D OTHER Specify the OFFRENCE of the document inferenced in Rom 9A or 10A, as herefolder changed, renturn unchanged and in full force and A MAME AND TITLE OF SUMMER (fype or prior) MARES achuBet to POT Authority	09/25/2	/2009			
Kers must schnowledge tacelet of this anondment prior to the boar and data specified (n the solicitation of as annowledging receipt of this anondment of parts letter or talegram which includes a reference to the solicitation and annowledging receipt of this amendment of parts letter or talegram which includes a reference to the solicitation and annowledging receipt of this amendment of the accepted to the solicitation and annowledging receipt of this amendment on CONFRENCE PRINCIP OF CONFRENCE PRINCIP OF HIS 1000X AND DATA SPECIFIED MAY RESULT IN REL to amendment you denire to change a office iterasy abmitted, noch change may be made by relegram or fetter, provided each telegrat a this amendment, and is received prior to the opening hour and data spatified.         ACCOUNTING AND APPROPALATION DATA (frapered)         13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/O IT MODIFIES THE CONTRACTS/O THE CHANGE SET FORTILIN FREM to ARE ACADE IN THE OF AND APPROPALATION DATA (frapered)         14. THIS CHANCE ORDER IS ISSUED FURSIANT TO Conclusion of the part free of the ADD APPROPALATION DATA (frapered)         14. THIS CHANCE ORDER IS ISSUED FURSIANT TO Conclusion of the part free of the ADD APPROPALATION OF THE ADDIFIED TO REPLICE THE ADDIVISION TO AN EXCLUSION of the anone of the part is an advantability of the ADDIFIED TO REPLICE THE ADDIVISION OF CHANCES (median advances in part ITEM 14, PREMAMENTAL ADREMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF         16. THE SUPPLICIENTIAL ADREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY of the ADDIFIES THE CONTRACTION (fraperiod by (XCF reflect bracking, inclusing advances advances advect median drawn foolide to a part is not,					·
By completing liens 8 and 13, and returning one (1) copy of the antendment; (b) By acknowledging receipt of this amendment of parts lifter or telegram which includes a reference to the solicitation and antendment numbers. FAILURE OF YOUR ACKNOW ACKNOW ACCE DESIGNATED FOR THE BECEREY OF OFWERE SPRING TO THE INCUR AND DATA SPECIFIED MAY RESULT IN REL 3 amendment and is exerved perior to the opening hour and data spatified. ACCOUNTING AND APPROPALATION DATA (#reperd)  13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/O IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM A THES CHANCE ORDER IS ISSUED PURSUANT TO <i>Conclusing and data spatified</i> .  A THES CHANCE ORDER IS ISSUED PURSUANT TO <i>Conclusing and data spatified</i> .  C THE ABOVE NUMBERED CONTRACTNONER IS MODIFIED TO REFLICE THE ADAMNISTRATIVE CHANCES function advanged in a part of the data and data spatified is a specific and a constrained in the data spatified is a part of the specific and a constrained in the data spatified is a specific and a spec	🗋 is exten	ended,	🗍 is	501 4X	onded.
13. THIS ITEM APPI.IES ONLY TO MODIFICATIONS OF CONTRACTS/O 11 MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM     14 MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM     14 AND AND AS DESCRIBED FORSUMENT TO ESpecify awhering THE CHANGES SETFORTHIN HEM IN ARE ALADE IN THE CO     1	gram or jotter r	r 1941(c.; te		10 the 3	olicitati
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM         I MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN THE         I A THE CHANCE ORDER IS ISSUED FURSIONITY OF Operative entropy the CHANCES SET FORTHLINK ITEM IN ARE MADE IN THE CONTRACT/ORDER IS MODIFIED TO REHISCT THE ADDAINISTRATIVE CHANCES (used on changes in partition of an antification and understy)         I THE SUPPLIEMENTAL ADREEMENT TO THE ADDAINTY OF PAR 41.10003.         C THES SUPPLIEMENTAL ADREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF         I D OTHER Specify the of modification and understy)         ARTICLE X - Changes and Modifications         IMPORTANT: Contractor is not,X is required to sign this document and return _1_ copies to press the stating adjustment address and understy)         IMPORTANT: Contractor is not,X is required to sign this document and return _1_ copies to the stating adjustment address and modification backings. Including adjustment address address to the document of backings. Including adjustment and return _1_ copies to the statistic statistic of the document of backings. Including adjustment and return _1_ copies to the statistic statistic of the document informed in flow 9A or 10A, in biotelafore changed, remain unduaged and in full force in A MANE AND THE OF SIONER (Type or price)         Item ME AND THE OF SIONER (Type or price)       Item ANNE AND THE OF CONTRACTING SUSAN CONTRACTING SUSAN MESSION         A MANE AND THE OF SIONER (Type or price)       Item ANNE AND THE OF CONTRACTING SUSAN MESSION         MASE AND THE OF TA Authority       Item Anne Sina					
A THIS CHANGE ORDER IS ISSUED FURSUARY TO covering the citation of the ci	ORDERS,	,			
a       THE ABOVE NUMBER REP CONTACTION DER IS MOONPED TO REPLECT THE ADADNISTRATIVE CHANGES (used as above is permitted to the permitter to the authority of PAR 41, 1970).         c       THE ABOVE NUMBER REP CONTACTION DER IS MOONPED TO REPLECT THE ADADNISTRATIVE CHANGES (used as above is permitted in the permitter to the authority of PAR 41, 1970).         c       THE Specify type of modification and tobariey)         K       ARTICLE X - Changes and Modifications         IMPORTANT: Contractor is not,X is required to sign this document and return _1_ copies to Description OF AMENTALENTADONIMICATION (Reparied by UXF return headings, including solutions and permitting for the formation of the document inference in Bon 9A or 10A, in bereiofere charged, return undraged and in Mil force in A NAME AND TITLE OF SIONER (Type or prive)         keeps a growted head to Port Authority       Idea NAME AND TITLE OF CONTRACTION	SM 14.				
ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43, 19365         C       THES SUPPLICAENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF         D       OTHER Specify mys of modification and undersity)         ARTICLE X - Changes and Modifications         IMPORTANT: Contractor is not, _X is required to sign this document and return _I_ copies to         DESCRIPTION OF AMENTAENTADOUNDATION (Organized by UCF return headings, including sole: non-compared and modification)         Ilease see page 2.         Reply provok d News, all torus and conditions of the document informed in Rom 9A or 10A, in berelofere charged, return undraged and in full force in A NAME AND TITLE OF SIONER (Type or prive)         Ican MAME AND TITLE OF SIONER (Type or prive)         Massachusette Port Authority	CONTRACT OR	druer no	) IN ITEM	110,1	
ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43, 19363         C       THES SUPPLICAENTAL, AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF         D       OTHER Specify mys of modification and undering)         ARTICLE X - Changes and Modifications         IMPORTANT: Contractor is not,X is required to sign this document and return _1_ copies to         DESCRIPTION OF AMENDMENT/AUDIONICATION (Organized by UCF return headings, including solectopercomposition of public)         IEER & provide builty, all terms and conditions of the document informed in Rom 9A or 10A, in bereiofere changed, return undraged and in Mil force and A MANE AND TITLE OF SIONER. (Dype or prime)         IEAN AME AND TITLE OF SIONER. (Dype or prime)         Massachusette Port Authority       IEA. NAME AND TITLE OF CONTRACTING					
C       THES SUPPLIANENTAL ADREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF         D       OTHER Specify hype of modification and understy)         ARTICLE X - Changes and Modifications         IMPORTANT: Contractor is not,X is required to sign this document and return _1_ copies to Description OF AMENTARENTAROUNCATION (Reparied by UCF return Anadays, including solucionarous adjust matter here foreble J         Description OF AMENTARENTAROUNCATION (Reparied by UCF return Anadays, including solucionarous adjust matter here foreble J         lease see page 2.         tept of provide burn, all terms and conditions of the document inferenced in from 9A or 10A, in bereiofere charged, centers undraged and in Mil force in A NAME AND TITLE OF SIONER (Type or prim)         Massachusetts       Port Authority	esting office, appe	gropnonan	y ninte, ste )	SHIF	ORTHIN
Important: Contractoris not,is required to sign this document and returnl_copies to associate of the document of the backing affective of the document of the forbid		*** ***			
ARTICLE X - Changes and Modifications         IMPORTANT: Contractor is not,X is required to sign this document and returnl copies to         IMSCRIPTION OF AMENDALENCATION (Departed by ICF return headings, including sole: Docarcoment adjust master where forbile)         Iease see page 2.         top u provided heater, if trans and conditions of the document inferenced in flow 9A or 10A, in bertofere changed, eventuation undurged and in full force and A NAME AND TITLE OF CONTRACTING         Massachusetts Port Authority					
IMPORTANT: Contractor					
ASCRIPTION OF AMENDALEN (ASCRIPTION (Organized by UCF region headings, including solar book conservation bere forbide) lease see page 2. top u provided Nerva, all trans and conditions of the document inferenced in Hom 9A or 10A, in heretofore changed, evenions unchanged and in Millforce and A NAME AND TITLE OF SIONER (Dype or prior) Massachusetts Port Authority Massachusetts Port Authority	to the least	uing off		<b></b>	
lease see page 2. top # provsked Nerra, all terms and conditions of the document inferenced in New 9A or 10A, in beretofore changed, emission undraged and in Adl force and A NAME AND TITLE OF SIONER (Type or prior) Massachusetts Port Authority Lea Name And Sina		INE OUI			
tept & georzechten, all constant conditions of the decimant inferenced in Hom 9A or 10A, in beretofore charged, evolution undraged and in Mil force in A NAME AND TITLE OF SIGNER (Bype or peke) Massachusetts Port Authority Susan Messing	1				
eep 11 georzeich Nation, 11 constant conditions of the document inferenced in Bon 9A or 10A, in beretofore charged, evolution unchanged and in Mil force in A NAME AND TITLE OF SIGNER (Bype or perior) Massachusetts Port Authority Susan Messina					
A NAME AND TITLE OF SIGNER (The or play) ISA NAME AND TITLE OF CONTRACTING Massachusetts Port Authority Susan Messina					
A NAME AND TITLE OF SIGNER (The or play) ISA NAME AND TITLE OF CONTRACTING Massachusetts Port Authority Susan Messina					
A NAME AND TITLE OF SIGNER (The or plas) ISA NAME AND TITLE OF CONTRACTING Massachusetts Port Authority Susan Messina					
A NAME AND TITLE OF SIGNER (The or plas) ISA NAME AND TITLE OF CONTRACTING Massachusetts Port Authority Susan Messina					
A NAME AND TITLE OF SIGNER (The or play) ISA NAME AND TITLE OF CONTRACTING Massachusetts Port Authority Susan Messina					
Massachusetts Port Authority Susan Messina					
	NG OFFICUR	(l)j× ot	(print)		
ICHAR A. Grieco, Asst. Secretary-Treas, Contracting Officer B. CONTRACTOR/OFFEROR 11C DATE SIGNED 148 LINE OF AMERICA			14C D	ATES	ONED
				1	t
Muharl Q. June 6/31/12 av Man Marine Officer		3	6	2	611
N 2540401-152-6070 30-105 STANDARD FORM 30 (REV 10-83)	<u>Ma</u> Theri	1.1			
EVICUS EDITION UNUSADI.E Computer Governed Protected by USA FAA (41 CFR) \$2 143	<u>UNG</u>				

In accordance with Article X, "Changes and Modifications," of Other Transaction Agreement (OTA) number HSTS04-09-H-CT7015, the purpose of this modification is to execute the following:

1. The term of the Agreement's end date is hereby extended from June 30, 2012 to September 14, 2014 and as a result, Article IV, "Effective Date, Term, and Termination," is hereby revised to read as follows:

The Effective Date of this Agreement is the date on which it is signed by appropriate representatives for TSA and the AUTHORITY, and shall be the date of the last signature ("Effective Date").

This Agreement shall be in effect from September 25, 2009 through September 14, 2014.

- The amount obligated to date against the subject OTA remains unchanged in the amount of \$4,380,989.00. No additional funds are obligated in support of this extension to the Agreement.
- 3. All other terms and conditions of the OTA remain unchanged and in full force and effect unless otherwise changed by the Contracting Officer.

----- End of P00002 -----

Ansimum on any any any any any any any any any an
name name
فجفيه فيقابه وهبقت فبقراء والانتصاب والمستور وسوسا ويتواسك الكرار وتصرب فيتصفيه فبالكر فالتسابي التكري التكري المتكر
a service encountries, provide interior de la principal de la construction de la const

1000	
	Stormense Storme
•	
	in the second
1	
S	
Ì	
2	
•	
	第二人間には、第二人間には、第二人間には、第三人間には、第二人間には、第二人間には、「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」
11	

.

Advanced	Surveillance Program (ASP	) OTA Modification Request Form
	he required fields, update POC information (as <u>ASP_Video_Surveillance@tsa.dhs.gov</u> .	needed), attach supporting documentation, and submit to your A
rent Project Inform	nation (To be completed by ASP POC):	
Contract Numb *Airport POC I	surran and a surran and the second	OTA End Date (mm/dd/yy): 08/30/12 OTA Amount: \$4,380,989.00 * Local TSA POC Information;
Paul Showslead PShowstead@m	Airport Program Manager, 617-568-3688, assport.com	Roger Blais, Program Analyst; 617-561-8043; roger blais@dhs.gov
(Name, Title, P	hone Number and E-mail Address)	(Name, Title, Phone Number and E-mail Address)
ASP POC Info	mation:	ASP COTR Information:
Sarah Yoo, ASP Sarah Yoo@ass	POC, 202-531-5134, pciales,dhs.gov	Lynn Sciascia, ASP COTR, 571-227-1165, lynn sciascia@dhs.gov
(Name, Title, P	hone Number and E-mail Address)	(Name, Title, Phone Number and E-mail Address)
ification Informat	ion (To be completed by Airport):	
Type:	<b>V</b> Time Extension	Scope
OTA End Date (mm/dd/yy)	Requested: 09/30/14	
Justification: (V	Vhat caused the change? For additional space pl	ease provide an attachment.)
Project end date lanes, revisions a expanded system	nd expansion of some check points due to airline relation	arranty, changes to check points due to introduction of pre∔acreening cations, to fill in gaps in coverage and to add additional storage for
Project Milesto	nes: (Alternative: Attach revised project schedu	le) (mm/dd/yy)
See allached.	같아. 그는 말 사람이야한 것이 같은 것을 물을 물 것 같아요.	
-	-	Il efforts leading to contract award, all vendor development and
	edules, all system test and evaluation schedules	s, etc.
construction set		
construction set		

APPENDIX A

.

Effective Date: June 17, 2011

## Camera Surveillance and Sharing of Surveillance Images and Data

**Introduction.** Massport operates surveillance cameras to detect, observe and record situations that may pose, constitute, or result in a security risk, or a threat to life, property, or public safety within the confines of its property. Cameras are also used to aid in the management of our facilities and roadways through increased situational awareness.

**Purpose.** To establish guidelines for the proper use and sharing of vidco surveillance technologies within Massport.

**Applicability.** This policy applies to all Massport employees and other stakeholders who are given access to surveillance images or other output (e.g. data or metadata) from Massport surveillance sensors. If the persons or organizations are receiving images, data or metadata under a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU), the provisions of the MOA or MOU apply but shall at minimum include the provisions of this policy. In such cases this policy also applies to the parties to such MOA or MOU.

**Scope.** This policy covers all images, data, and metadata from video surveillance of Massport facilities by Massport owned or operated cameras or other surveillance sensors. This policy extends to verbal or written descriptions of surveillance imagery or data. Where Massport has entered into an agreement to share surveillance imagery and data with other organizations, said MOA or MOU will include the provisions of this policy. This policy does not extend to the video surveillance cameras of Massport tenants where there is no MOA/MOU governing their use or products.

## **Policy Provisions.**

Failure to comply with the provisions of this policy may result in disciplinary action up to and including termination.

## Access

Before Massport shares its camera images with third partics, either in real-time, near real time, or archival access, we will ensure the third parties understand and agree to comply with this policy. In the reverse situation, whenever we are using third party images, we will use the most restrictive use policies and procedures between Massport and the third party source of the images.

Real-time monitoring. Only the Director of Corporate Security may grant realtime monitoring access. People who wish to have real-time access to surveillance imagery or data or control of Pan-Tilt-Zoom (PTZ) cameras via computer link will apply to the Director of Corporate Security on the form provided in Massport Public Folders. Access can be granted to individuals or entire departments based on the request of the department heads making the request, and upon the justification provided. Corporate Security Policy Series Policy 11-01 - Camera Surveillance and Sharing of Surveillance Images and Data

Effective Date: June 17, 2011

*Near-real-time viewing.* Near real-time means the viewing is done within minutes and not more than 2 hours after the fact. It enable us to quickly see what happened when there is a situation that is ongoing but which began before anyone began to monitor it. A common example is a suspected terminal breach or a door alarm. Quick resolution by watching what happened shortly after it happened is extremely helpful in determining what actions to take to mitigate any unresolved, possibly ongoing threat situation.

Post event, archival access. We expect camera imagery from Massport cameras performing surveillance on Massport properties, to be viewed for legitimate purposes by approved Massport personnel, as well as others with legitimate need as determined, upon request, by the Director of Corporate Security. Examples would include the TSA, State Police, MassDOT, and various federal partners with responsibilities extending to our airports or seaports or other properties. We also expect to receive numerous requests by the press, private citizens, litigants and their counsel, etc. through the established FOIA process

### **Proper Uses**

- 1. Routine uses are, but not necessarily limited to, facility situation awareness, forensic review of security or law enforcement violations and for use in administrative, civil, and criminal proceedings.
- 2. At no time will surveillance cameras or the images or other data they produce be used for other than official Massport-sanctioned operational, safety, security or law enforcement purposes. This means that no cameras will be used for viewing people of personal interest, idle amusement, or other unsanctioned purposes. Such archived records that are produced are the property of Massport and may additionally be protected under TSA guidelines as Sensitive Security Information (SSI).
- 3. No personal use may be made of any of these records, nor may they be removed from the archives for any reason without express permission by management and then only for authorized purposes consistent with TSA guidelines and official Massport requirements.
- 4. Display monitors may not be photographed using privately owned cell phone or smart phone cameras or regular digital or film cameras.
- 5. No images from Massport surveillance cameras may be put on You Tube or any other Internet host be it social media or web site, etc.
- 6. Only the Massport Communications Department may approve and post such imagery after consultation with the Director of Corporate Security.
- 7. At no time will a Massport surveillance camera to be used to make or allow observations or record images off Massport property, either inside a building or outside, with exceptions noted in Paragraph 7 below. To the extent practicable and feasible Massport will limit the field of view or display parameters of its imaging equipment so as to prevent unauthorized or accidental viewing beyond Massport Property boundaries. Manual override of these "image blocks" will be limited to senior members of the Massport security team in pursuit of exceptional cases as provided in the next paragraph.

Corporate Security Policy Series Policy 11-01 - Camera Surveillance and Sharing of Surveillance Images and Data

Effective Date: June 17, 2011

8. Exceptional cases: While Massport surveillance cameras have been installed to focus on Massport property, images from Massport cameras may be provided to an authorized law enforcement agency for legitimate law enforcement purposes but only to the extent such access is consistent with applicable laws. For example, a camera that allows us to monitor Bremen Street Park might also provide incidental coverage of adjacent locations in East Boston. Upon request by such law enforcement agencies as the Boston Police, the State Police, or the FBI, the Authority may, at the discretion of the Authority, review its stored image database to identify images that may have probative value to a criminal investigation. We could also allow live monitoring if the situation warranted. The Authority will exercise its discrction on a case-by-case basis acting through and based upon judgment of the Authority's Electronic Imaging Use Review Committee. This committee consists of the Director of Corporate Security and Deputy Director of Corporate Security, Associate Chief Legal Counsel for Security or Assistant, and the Director of Information Technology, When specific issues relative to an operational department or a support department are involved in making this determination the relevant department heads will be invited to join the group to assist in making the proper determination.

## **Retention Period**

- 9. The standard retention goal for surveillance imagery and associated data within Massport is 30 calendar days. Whenever images or data are deemed to have value beyond the 30-day retention period this information will be saved for those purposes until it is no longer needed. If there is any likelihood the images or data might be used in any form of civil or criminal litigation this it will be saved to a non re-writable DVD disc and maintained in a scaled envelope in a secure file cabinet with documented chain of custody. A virtual copy will also be placed in a special, limited access file extension as backup.
- 10. Surveillance camera images of known or suspected security incidents will be stored permanently or until a decision to erase (or remove overwrite protection) is made by the Director of Corporate Security in consultation with legal counsel and the appropriate staffs in the impacted departments. In conjunction with Massport data storage backup procedures, camera surveillance storage will be backed-up to an off-site location every 24 hours. Surveillance images are not considered Public Records under the provisions of Massachusetts General Laws.

## Protected Information

11. All images must be reviewed by competent authority to determine the level of protection they must receive by virtue of their content. Competent authority in this instance is defined as the Director or Deputy Director of Corporate Security, the Security and Deputy Director of Aviation and Maritime Security, Massport Legal Counsel to Aviation and Maritime, Massport Legal Counsel for FOIA, or Chief Legal Counsel.

Policy 11-01 - Camera Surveillance and Sharing of Surveillance Images and Data

Effective Date: June 17, 2011

- 12. Presumption is made that any image of or data from a non-public area of a regulated airport or seaport facility is presumed to be either SSI or some other category of Protected Information which require competent review and possible redaction before release. When we are not comfortable making decisions on redaction we will refer the matter of imagery release of presumed SSI to the TSA.
- 13. Images of or data from public areas may also contain SSI or protected information but there is no presumption of SSI or other Protected Information (PI) content. There is always the presumption that all images for release must be reviewed by competent authority to ensure there is no PI involved.
- 14. Only the Secretary of Transportation or the TSA Administrator may release SSI information to persons with no inherent need-to-know.
- 15. The Director of Corporate Security in coordination with Legal Counsel and if need be the TSA BOS Counsel, may redact SSI information in order to release it to someone with no inherent need to know, provided the FOIA process has been followed or it is in response to a subpoena or request from a federal, state or local partner who has signed an MOU with Massport for imagery access.

## Imagery and Data Security

- 16. From the instant of capture to its eventual storage or deletion, all images and associated data or metadata shall be afforded protection from unauthorized disclosure.
- 17. Images in soft and hard copy will be provided security in accordance with Massport Policy HR 8.14 Protected Information. Briefly this means that all reasonable means to prevent unauthorized disclosure shall be taken.
- 18. This includes preventing unauthorized viewing of camera monitors in the possession of those who have been given access to Massport images or data. This also includes any print from any surveillance image, or any verbal description of an image or set of images.
- 19. The intent is for Massport to review and approve or restrict information access consistent with all applicable laws, regulations, and rules that govern access to Massport-held information.
- 20. Care must be taken to prevent unauthorized access to files to prevent crasure or changes that would render those images suspect or inadmissible in any of the above administrative, civil, or criminal procedures.
- 21. The IT Department, in conjunction with the operational users of these camera surveillance systems will establish such protocols as are deemed necessary to limit the number of people with access to those files to those who are approved by the Director of Corporate Security. They shall cause audit logs of such file access to be created and maintained for at least six years, and to ensure that the permissions protocols for access, including but not limited to User ID and Password, tokens, firewalls, rules, constitute reasonable measures to prevent unauthorized disclosure. Care must also be taken to provide sufficient physical protection for the surveillance camera application and file servers and backup servers.

## DEPARTMENT OF HOMELAND SECURITY Transportation Security Administration

# FOIA REQUEST CERTIFICATION

Headquarters FOIA Office, TSA-20, or by e-	mail to the tasking individual, unless	orward responsive records by mail to the TSA otherwise noted and explained below. If the t contact the FOIA Office as soon as possible		
	le a cost estimate prior to continuing	to process the request. Questions should be		
SECTION I. Case Suspense and Identifica	tion (FOIA Office USE ONLY)			
Response Required On/Before;	Direct E-mail Replies to: TSA.F	OIAPOCResponses@tsa.dhs.gov		
FOIA Case No.: 2013 TSFO 01096		Date: 1/2/14		
Action Office(s): FSD/BOS THOMAS BRAD	/, FSD/LGA HAYWOOD SLIFKIN, FSI	D/ORD MICHAEL PRESTLER/EDITH		
Request Received From: Mr. Sai				
Requester Seeks: (see attached request for f	urther description)			
SECTION II. FOIA POC				
Part A. Contact Information				
Name: Roger Blais	Title: Program Analyst	Phone No.: 617-620-4135		
Part B. Recommendations (check all that app	ly and provide appropriate responses)			
<ul> <li>1. Release all responsive records. (identify records and from where retrieved)</li> <li>The requestor is requesting the contract or agreement with other agencies regarding surveillance,or maintenance of surveil footage at Logan Airport. The requested information was negotiated by TSA HQs and Massport. Attached for your information are the names of the points of contact. Recommend that information pertaining to Massport be coordinated with TSA HQs prior to release</li> </ul>				
2. Withhold select responsive records. (explain)				
3. Withhold all responsive records. (explain)				
4. No responsive records. Search failed to identify and/or locate responsive records. (explain)				
5. Recommend FOIA Office contact the following DHS Component, TSA Office, and/or individuals identified in order to search for responsive records. (identify)				
Part C. Cost Estimate				
Search Time (hrs.) / Pay Band P	rocessing Time (hrs.) / Pay Band	Attorney Time (hrs.) / Pay Band		
1.0/1	1.07J	1		
1	1	1		
1	J	1		
Part D. Response Certification I certify that a search reasonably calculated to uncover all responsive records, paper and electronic, has been conducted and all responsive records have been reviewed, copied and provided to the HQ FOIA Office, TSA-20, or otherwise noted with explanations and/or recommendations provided herein.				
FOIA POC Signature: Thomas CA	Prady PR	Date: 1/5/2014		
	1			

Previous editions of this form are obsolete. TSA Form 3601 (3/12) rev. (File: 3600 1 2)

## Brady, Thomas C (TSA)

From:	Blais, Roger
Sent:	Thursday, January 02, 2014 11:28 AM
То:	Brady, Thomas C (TSA)
Subject:	RE: 2013-TSFO-01096
Attachments:	MOA TSA CCCS_8 17 11.docx; MOD P00002 HSTS04-09-H-CT7015, Fully Executed.pdf; ASP BOS 09HCT7015 ER1 060612.pdf; HSTS04-09-H-CT7015_P00001_POP
	Extension.doc; OTA revised sch 6-1-12.pdf; Appendix A TSA MOA MPA Camera policy.docx

Tom.

Here are the copies I have of the CCTV OTA/MOA documentation (originals and modifications) that exist between MASSPORT and TSA HQ. Appendix A describes MASSPORT's Camera Policy. My POC at MASSPORT for the camera system is Bill Hall – 617,568,3992.

I'm not sure if we or MASSPORT should respond to this request.

Let me know if you need anything else.

R/ Roger

From: Brady, Thomas C (TSA) Sent: Thursday, January 02, 2014 8:01 AM To: Blais, Roger Subject: FW: 2013-TSFO-01096

Roger

We received a FOIA request from a passenger back in February, 2013 who is looking for the following information---

> \* any contract/agreement with other agencies regarding surveillance,
> or maintenance of surveillance footage, at Logan airport

Would you have the information or know a point of contact Thanks Tom

From: Gearing, Paul <CTR> Sent: Thursday, January 02, 2014 7:39 AM To: Brady, Thomas C (TSA) Cc: TSA.FOIAPOCResponses Subject: 2013-TSFO-01096

Attached.

Paul Gearing

Freedom of Information Act Brauch, FOIA Assistant