

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 CCSS. 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.
5. 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 RESPONSIBILITIES

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.
2. 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

By: _____

Michael A. Grieco

Assistant Secretary Treasurer

Massachusetts Port Authority

Date: _____

Transportation Security Administration,
Department of Homeland Security

By: _____

George Naccara

Federal Security Director

Date: _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE XX/XX/XXXX	4. REQUISITION/PURCHASE REQ. NO. 2112202CTXXX	5. PROJECT NO. (If applicable)	
6. ISSUED BY TSA - Office of Acquisition / TSA - 25 701 South 12 th Street Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Massachusetts Port Authority Boston International Airport Attn: Paul Showstead (617) 568-3688 PShowstead@massport.com One Harborside Drive, Suite 200S East Boston, MA 02128		(7)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSTS04-09-II-CT7015
			10B. DATED (SEE ITEM 13) 09/25/2009
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(C)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority ARTICLE X -- Changes and Modifications

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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 as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore 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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

In accordance with Article X, "Changes and Modifications," of Other Transaction Agreement (OTA) number HISTS04-09-H-CT7015, the purpose of this Modification P00001 to OTA No. HISTS04-09-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.

2. 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 -----

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO P00002	3. EFFECTIVE DATE 06/30/2012	4. REQUISITION/PURCHASE REQ. NO. 2112202CT4034	5. PROJECT NO. (if applicable)	
6. ISSUED BY TSA - Office of Acquisition / TSA - 25 701 South 12th Street Arlington, VA 22202		7. ADMINISTERED BY (if other than item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Massachusetts Port Authority Boston International Airport Attn: Paul Showstead (617) 568-3688 One Harborside Drive, Suite 200S East Boston, MA 02128			(C) 9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER/INO HSTS04-09-H-CT7015	
			10B. DATED (SEE ITEM 11)	09/25/2009
CODI	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 13, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				\$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/> A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/> B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 41.10(b).
<input type="checkbox"/> C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X <input checked="" type="checkbox"/> D	OTHER (Specify type of modification and authority) ARTICLE X - Changes and Modifications

E. IMPORTANT: Contractor ___ is not, X is required to sign this document and return 1 copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including sub-sections/contracts subject matter where feasible)

Please see page 2.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Massachusetts Port Authority Michael A. Grieco, Asst. Secretary-Treas.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan Messina Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Michael A. Grieco</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/26/12	16B. UNITED STATES OF AMERICA BY <i>Susan Messina</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/26/12

In accordance with Article X, "Changes and Modifications," of Other Transaction Agreement (OTA) number HISTS04-09-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.

2. 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 -----

Item No.	Description	Quantity	Unit	Price	Total
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Item No.	Description	Quantity	Unit	Price	Total
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Advanced Surveillance Program (ASP) OTA Modification Request Form

Directions: Please fill in the required fields, update POC information (as needed), attach supporting documentation, and submit to your ASP POC, ASP COTR and OST_ASP_Video_Surveillance@tsa.dhs.gov.

Current Project Information (To be completed by ASP POC):

Airport Name/Code: Boston International Airport
Contract Number: HSTS04-09-H-CT7015
* Airport POC Information:
Paul Showslead, Airport Program Manager, 617-568-3688,
PShowslead@massport.com

(Name, Title, Phone Number and E-mail Address)

ASP POC Information:

Sarah Yoo, ASP POC, 202-531-5134,
Sarah.Yoo@associales.dhs.gov

(Name, Title, Phone Number and E-mail Address)

OTA End Date (mm/dd/yy): 06/30/12
OTA Amount: \$4,380,989.00

* Local TSA POC Information:

Roger Blais, Program Analyst, 617-561-8043,
roger.blais@dhs.gov

(Name, Title, Phone Number and E-mail Address)

ASP COTR Information:

Lynn Sciascia, ASP COTR, 571-227-1165, lynn.sciascia@dhs.gov

(Name, Title, Phone Number and E-mail Address)

*Verify for accuracy of information

Modification Information (To be completed by Airport):

Type: Time Extension Scope

OTA End Date Requested: 09/30/14
(mm/dd/yy)

Justification: (What caused the change? For additional space please provide an attachment.)

Project end date needs to be extended to cover the time of extended warranty, changes to check points due to introduction of pre-screening lanes, revisions and expansion of some check points due to airline relocations, to fill in gaps in coverage and to add additional storage for expanded system.

Project Milestones: (Alternative: Attach revised project schedule) (mm/dd/yy)

See attached.

Milestones reported should be gathered from sources such as: all efforts leading to contract award, all vendor development and construction schedules, all system test and evaluation schedules, etc.

Attachment: If the scope is changing, please attach description of change in project scope (e.g. Statement of Work).

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 video 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 parties, 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 real-time 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.

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.

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 discretion 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 sealed 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.

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 erasure 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

INSTRUCTIONS: FOIA Points-of-Contact (POCs) will complete Section II and forward responsive records by mail to the TSA Headquarters FOIA Office, TSA-20, or by e-mail to the tasking individual, unless otherwise noted and explained below. If the search identifies TSA has a large volume of responsive records, FOIA POCs must contact the FOIA Office as soon as possible following receipt of this issued form to provide a cost estimate prior to continuing to process the request. Questions should be directed to the FOIA Office at (571) 227-2300 or 866-FOIA-TSA (866-364-2872).

SECTION I. Case Suspense and Identification (FOIA Office USE ONLY)

Response Required On/Before: _____ Direct E-mail Replies to: TSA.FOIAPOCResponses@tsa.dhs.gov

FOIA Case No.: 2013 TSFO 01096 Date: 1/2/14

Action Office(s): FSD/BOS THOMAS BRADY, FSD/LGA HAYWOOD SLIFKIN, FSD/ORD MICHAEL PRESTLER/EDITH BIANCHI

Request Received From: Mr. Sai

Requester Seeks: *(see attached request for further 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 apply and provide appropriate responses)

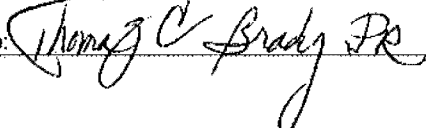
- 1. Release all responsive records. *(identify records and from where retrieved)*
The requestor is requesting the contract or agreement with other agencies regarding surveillance, or maintenance of surveil footage at Logan Airport. The requested information was negotiated by TSA HQs and Massport. Attached for your informa are the names of the points of contact. Recommend that information pertaining to Massport be coordinated with TSA HQs prior to release
- 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	Processing Time (hrs.) / Pay Band	Attorney Time (hrs.) / Pay Band
1.0 / I	1.0 / J	/
/	/	/
/	/	/

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:  Date: 1/5/2014

Previous editions of this form are obsolete.

Brady, Thomas C (TSA)

From: Blais, Roger
Sent: Thursday, January 02, 2014 11:28 AM
To: 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 Branch, FOIA Assistant