



# City of Grand Island

Tuesday, March 22, 2016

Council Session

## Item G-14

**#2016-66 - Approving Interlocal Agreement with the Hall County  
Airport Authority for On-Site Security**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerom Janulewicz, City Attorney

**Meeting:** March 22, 2016

**Subject:** Approving of Security Interlocal Agreement with Hall County Airport Authority

**Presenter(s):** Jerom Janulewicz, City Attorney

## Background

The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal funding to provide on-site uniformed, sworn and certified police officer support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours. The Airport is proposing to provide officers through an Interlocal Agreement with the City of Grand Island.

## Discussion

The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal funding to provide on-site uniformed, sworn and certified police officer support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours. The Airport is proposing to provide officers through an Interlocal Agreement with the City of Grand Island. The Airport proposes to reimburse the City at the rate of \$30.00 per hour for each officer assigned to and performing duties pursuant to the proposed Interlocal Agreement.

## Alternatives

The Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Postpone the issue to future date
3. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services and authorize the Mayor sign the Interlocal Agreement.

## **Sample Motion**

Move to approve the 2016 Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services.

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN  
THE HALL COUNTY AIRPORT AUTHORITY  
AND  
THE CITY OF GRAND ISLAND**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the HALL COUNTY AIRPORT AUTHORITY, a Political Subdivision (“Airport Authority”) and the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (“City”).

1. STATEMENT OF PURPOSE. The purpose of this Agreement is to establish an interlocal agreement by which the City will provide to the Airport Authority uniformed, sworn and certified police officers to carry out the operational terms and conditions of the LAW ENFORCEMENT PERSONNEL REIMBURSEMENT PROGRAM (“Program”) as set forth in the Law Enforcement Officer Program Statement of Joint Objectives applicable to Transportation Security Administration (“TSA”) and Airport Authority and in accordance with 49 C.F.R Part 1542.

2. CITY'S RESPONSIBILITIES AND DUTIES. The City's responsibilities and duties shall include:

a. The City will assign police officers (“LEOs”) on-site at the Central Nebraska Regional Airport (“Airport”) during TSA Screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive SD 1542-01-07 (series), regulations, and other authorities regarding law enforcement services, subject to

modification in how the checkpoints are stationed as necessary based on changes in threat levels, surges, seasonality and/or other circumstances as determined by the TSA Federal Security Director (“FSD”) in consultation with Authority. At a minimum, LEOs will: (i) support TSA’s screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks, (ii) follow an established law enforcement response standard which is mutually acceptable to the FSD, Authority and City. In addition the FSD, Authority and City will determine, where appropriate, the level of participation in TSA’s Layered Security Programs, such as Playbook, Table Top Exercises, Breach Drills and Joint Vulnerability Assessments. The City will promptly provide incident reports, police reports and other information when requested by TSA as part of a regulatory investigation and will fully cooperate with regulatory investigations.

b. The City shall have sole and exclusive discretion to assign, supervise and evaluate its LEOs assigned pursuant to the preceding paragraph. The parties agree that the LEOs provided by the City in furtherance of the Program shall continue as employees of the City and are not employees of the Airport Authority or TSA.

c. All LEOs assigned to the Airport shall be trained, qualified, certified, sworn, uniformed and competent to carry out the operational duties of the Program. Credentials of LEOs and verification will be provided upon request to the Airport Authority and FSD. The Airport Authority shall provide TSA/FAA training materials to the City at no cost. Each LEO shall possess all of the qualifications of

a LEO set forth in 49 C.F.R. Sec. 1542.217 (as may be amended from time to time).

d. The City shall provide to the Airport Authority such reports, records, information and documents as are necessary for the Airport Authority to carry out its responsibilities and duties pursuant to the Program and to obtain reimbursement as provided in the Agreement.

e. As mandated by the TSA in the Program, TSA shall have the right to examine or audit relevant financial records for a period of three (3) years after expiration of the terms of this Agreement as follows:

(i) As used in this clause, the term “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(ii) The City shall maintain and authorized Federal officials shall have the right to examine and audit all records and other evidence sufficient to reflect properly all hours claimed to have been incurred in performance of this Agreement. This right of examination shall include inspection at all reasonable times of the City’s offices, or parts of them, engaged in performing services pursuant to this Agreement. The City, upon request shall provide notice to TSA of the location and custodian of supporting documentation to include Time Sheets, Payroll Report or Other Documentation that substantiates the hours worked under this Agreement and will make them available for review during normal working hours when requested by an authorized Federal official.

(iii) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the City’s directly pertinent records involving transactions related to this Agreement. This Article may not be construed to require the City to create or maintain any record that it does not maintain in the ordinary course of business or pursuant to a provision of law.

(iv) The City shall make available at its office at all reasonable times the records, materials and other evidence described in preceding sections (i), (ii) and (iii) of this article, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of the RA. In addition:

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and

(2) Records relating to appeals under the "Contract Disputes" clause or to litigation or the settlement of contract disputes arising under or relating to the Program shall be made available until such appeals, litigation, or contract disputes are finally resolved.

f. RECORDS AND RELEASE OF INFORMATION. In the course of service under this Agreement, The LEOs may have access to certain information called "Sensitive Security Information" or "SSI", which is protected by Federal statute and regulation. The City shall take appropriate measures to protect proprietary, privileged or otherwise confidential information that may come into the LEOs possession as a result of services provided pursuant to this Agreement.

3. AIRPORT AUTHORITY RESPONSIBILITIES AND DUTIES. The Airport Authority responsibilities and duties shall include:

a. The Airport Authority shall reimburse the City for providing LEOs for the Airport as provided herein at the rate of \$30.00 per hour regardless of the actual cost to the City for each LEO at the time of service. Billing for reimbursement in excess of 1.0 hours shall be rounded as follows: 15 minutes or less shall be rounded down to the nearest hour; 16 minutes or more shall be rounded up to the nearest

hour with a minimum billing period of not less than 1.0 hours. The foregoing amount shall be payable by Authority to the City within 30 days of receipt of periodic statements to be sent by the City to the Airport Authority.

b. The Airport Authority shall advise the City of any operational deficiencies the Authority finds or receives notice of in the performance of this Agreement by the LEOs.

c. The Airport authority shall provide premises at the Airport for the LEOs assigned to the Airport which are suitable for performance of the duties required by the Program located as set forth on attached Exhibit "A". The City will provide furnishings, telephone, and other amenities in its discretion.

d. The Airport Authority shall consult regularly with the City concerning the Program to request any modifications to this Agreement which are deemed reasonable, appropriate and prudent and in conformity with the Program and associated documents.

4. DURATION. This Agreement shall be effective April 1, 2016 thru December 31, 2018, unless earlier terminated by the Airport Authority or the City. If the Program is further extended by the TSA, the hourly payment from the Airport Authority to the City shall be renegotiated with the City. Notwithstanding the foregoing, this Agreement may be terminated earlier by either the Airport Authority or the City providing thirty (30) days written notice to the other.



5. ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY.

All personal property and fixtures acquired and used in furtherance of the Program shall be owned by the entity which pays for said personal property or fixture. In the event the Program is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place at the Airport, whichever is mutually agreeable to the parties. The parties acknowledge and agree that all computer software and licenses shall remain the property of the City.

6. SEPARATE ENTITY. The parties agree that no separate entity is created by this Agreement.

7. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., as amended.

8. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the City and Airport Authority relating to the Program and may be amended only in writing, duly approved, adopted and executed by the respective parties.

9. NOTICES. All notice envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class, United States mail, postage prepaid and addressed as follows:

City of Grand Island  
Attn: Mayor  
PO Box 1968  
Grand Island, NE 68802

Hall County Airport Authority  
Attn: Executive Director  
3855 Sky Park Road  
Grand Island, NE 68801

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal corporation,

Dated: \_\_\_\_\_

BY \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

HALL COUNTY AIRPORT AUTHORITY,  
A Political Subdivision

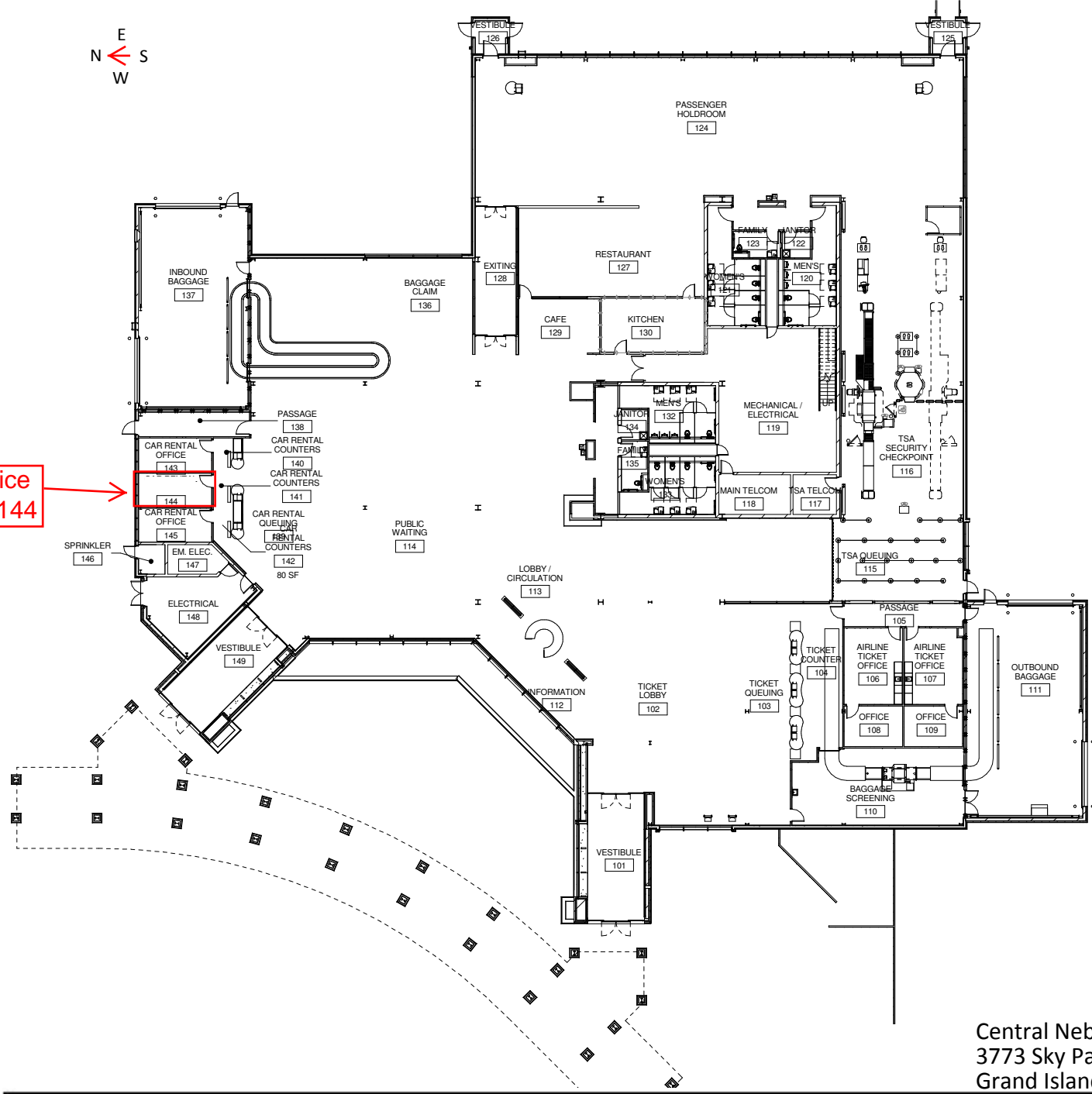
Dated: \_\_\_\_\_

BY \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Administrative Assistant



LEO Office Room #144



Central Nebraska Regional Airport  
3773 Sky Park Road  
Grand Island, NE 68801

RESOLUTION 2016-66

WHEREAS, The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal grant agreements to provide on-site uniformed, sworn and certified police officers support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours, and

WHEREAS, the Airport is requesting that the City of Grand Island provide such law enforcement officers at the Airport during such screening operating hours, and

WHEREAS, the Hall County Airport Authority will reimburse the City at the rate of \$30.00 per hour per officer for providing law enforcement services to the Airport under an Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with the Hall County Airport Authority.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the 2016 Interlocal Agreement between the Hall County Airport Authority and the City of Grand Island, Nebraska.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	□ _____
March 18, 2016	□ City Attorney