



City of Grand Island

Tuesday, December 18, 2018

Council Session

Item G-10

**#2018-383 - Interlocal Cooperation Agreement By & Between Hall
Co. Airport Authority & City of GI**

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz

Meeting: December 18, 2018

Subject: Interlocal Agreement With Hall County Airport Authority.

Presenter(s): Jerry Janulewicz

Background

The Hall County Airport Authority is required to provide certified sworn law enforcement officers at the TSA passenger security area in the airport terminal building. Beginning in 2016, Grand Island city police officers were provided by the Authority through an interlocal agreement with the City of Grand Island. The current interlocal agreement will end on December 31, 2018. Under this agreement, the Authority pays the City at the rate of \$30.00 per officer hour for officers assigned airport security. The officers are provided to the Authority on an as needed basis corresponding with passenger airplane departure schedules. The Authority is requesting that the City agree to continue this arrangement for an additional two years beginning January 1, 2019 at a rate of \$35.00 per officer hour.

Discussion

Prior to adoption of the current budget, council discussed a proposal to allow the City's police department to hire part-time certified police officers to be assigned solely to airport security, thereby maximizing the use of full time officers for other law enforcement duties. This proposal was not approved by Council. Thus, if the proposed interlocal agreement is approved, airport security duties will continue to be provided by the City through the use of regular full-time officers during the officers' regular duty schedules. The hourly rate paid the city per officer hour will increase from \$30.00 to the new rate of \$35.00. This proposed agreement was considered and approved by the Hall County Airport Authority at is December 12, 2018 meeting.

Alternatives

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

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

Recommendation

City Administration recommends that the Council move to approve the Interlocal Agreement with the Hall County Airport Authority.

Sample Motion

Move to approve Resolution No. 2018-383.

**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 December, 2018, by and between HALL COUNTY AIRPORT AUTHORITY, a political subdivision (“Authority”) and 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 City will provide to 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 Authority and in accordance with 49 C.F.R Part 1542.
2. **CITY’S RESPONSIBILITIES AND DUTIES.** City’s responsibilities and duties shall include:
 - a. 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 1542-18-01 (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. 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. 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 City in furtherance of the Program shall continue as employees of City and are not employees of 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.

- d. Credentials of LEOs and verification will be provided upon request to Authority and FSD. Authority shall provide TSA/FAA training materials to 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).
- e. City shall provide to Authority such reports, records, information and documents as are necessary for Authority to carry out its responsibilities and duties pursuant to the Program and to obtain reimbursement as provided in the Agreement.
- f. 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. 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 City’s offices, or parts of them, engaged in performing services pursuant to this Agreement. 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 City's directly pertinent records involving transactions related to this Agreement. This Article may not be construed to require 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. 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:
- g. 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
- h. 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.

3. **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. 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.
4. **AUTHORITY RESPONSIBILITIES AND DUTIES.** Authority responsibilities and duties shall include:
 - a. Authority shall reimburse City for providing LEOs for the Airport as provided herein at the rate of \$ 35.00 per hour regardless of the actual cost to 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 City within 30 days of receipt of periodic statements to be sent by City to Authority.
 - b. Authority shall advise City of any operational deficiencies Authority finds or receives notice of in the performance of this Agreement by the LEOs.
 - c. 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". City will provide furnishings, telephone, and other amenities in its discretion.
 - d. Authority shall consult regularly with 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.
5. **DURATION.** This Agreement shall be effective January 1, 2019 thru December 31, 2020, unless earlier terminated by Authority or City. If the Program is further extended by the TSA, the hourly payment from Authority to City shall be renegotiated with City. Notwithstanding the foregoing, this Agreement may be terminated earlier by either Authority or City providing thirty (30) days written notice to the other.
6. **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 City.
7. **SEPARATE ENTITY.** The parties agree that no separate entity is created by this Agreement.

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

Attest: _____
RaNae Edwards, City Clerk

HALL COUNTY AIRPORT AUTHORITY,
A Political Subdivision

Dated: _____

BY _____
Michael J. Olson, Executive Director

Attest: _____
, Administrative Assistant

RESOLUTION 2018 - 383

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 continue to provide such law enforcement officers at the Airport during such screening operating hours, and

WHEREAS, beginning January 1, 2019, the Hall County Airport Authority will reimburse the City at the rate of \$35.00 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 Interlocal Agreement between the Hall County Airport Authority and the City of Grand Island, Nebraska for the period January 1, 2019 through December 31, 2020, unless earlier terminated by Authority or City.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form: _____
December 18, 2018 City Attorney