



City of Grand Island

Tuesday, April 23, 2002

Council Session

Item I4

#2002-121 - Approving Interlocal Agreement with Hall County Airport Authority Regarding Airport Security

Since the September 11, 2001, terrorist attacks, the US Department of Transportation, Transportation Security Administration (TSA) have provided security at United States civil aviation airports using the National Guard. With the pending departure of the National Guard, TSA is requiring the airports which do not have federal law enforcement officers to provide uniformed law enforcement officers at any time passengers are undergoing screening at check points. The TSA has authorized reimbursement for airports such as the Central Nebraska Regional Airport for the cost of providing officers. Many airports have elected to contract with local law enforcement agencies to provide security personnel and this is the course which has been chosen by the Hall County Airport Authority.

An Interlocal Agreement between the City of Grand Island and the Hall County Airport Authority to provide members of the Grand Island Police Department for security has been negotiated. In accordance with the program established by TSA, this arrangement is proposed to run no longer than December 1, 2003. Basically, the contract between the City and Authority would provide for assigning uniformed officers to the Central Nebraska Regional Airport security, however, it is likely that a variety of officers will be given this assignment rather than simply dedicating particular persons to the project. The Authority will reimburse the City for its actual direct and indirect employee expenses for these security services. Additionally, the Authority has the option of requesting that the City establish an off-site work station at the airport in consideration of a payment of \$3,309.85 to the police department for providing a computer, appropriate programs, peripheral equipment and licenses necessary to operate our current law enforcement reporting and data collection program. The staff recommends that the Interlocal Cooperation Agreement between the City of Grand Island and the Hall County Airport Authority for providing security personnel to carry out Security Directive SD1542-02-01 be approved as drafted.

Staff Contact:



LAW ENFORCEMENT PERSONNEL AGREEMENT

ON BEHALF OF THE TRANSPORTATION SECURITY ADMINISTRATION

April 2, 2002

**DEPARTMENT OF TRANSPORTATION
TRANSPORTATION SECURITY ADMINISTRATION (TSA)**

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN
U.S. GOVERNMENT**

AND

Central Nebraska Regional Airport/Hall County Airport Authority

ARTICLE 1. PARTIES

The parties to this Memorandum of Agreement (MOA), or otherwise referred to herein as “Agreement,” are the Government of the United States of America (Government) and *Hall County Airport Authority*.

ARTICLE 2. SCOPE

a. Purpose:

The purpose of this Agreement is to provide financial relief in the form of full or partial reimbursement to: _____, *Hall County Airport Authority*, for its costs in fulfilling Security Directive SD 1542-02-01. The Security Directive takes precedence over anything in this MOA. This MOA neither guarantees nor forbids reimbursement through other programs that may be available as long as the United States Government does not fund the same expenses through different programs or agencies.

b. Contributions of the Parties:

(1) The Government agrees to reimburse or partially reimburse the cost of the law enforcement officers supplied by the SHA. Reimbursement is subject to the availability of appropriated funding for this purpose. Such funding shall cover services provided from inception of this agreement until such time as the TSA assumes responsibility for said services in accordance with Article 4, Effective Date and Term or such time that this MOA is terminated in accordance with Article 9.

(2) Hall County Airport Authority is responsible for providing law enforcement officers in accordance with SD 1542-02-01 regardless of the status of this agreement. Currently, TSA plans to terminate this agreement when it has its own federal law enforcement personnel at the airport’s Passenger Screening Locations.

ARTICLE 3. DEFINITIONS

- a. The “Supporting Host Agency” (SHA) is the organizational entity authorized to enter into this agreement. In most cases this will be the airport or its governing body.
- b. United States has the meaning in 49 USC 40102(41).
- c. The “Contracting Officer” (CO) is that person authorized to obligate funds on behalf of the U.S. Government.

ARTICLE 4. EFFECTIVE DATE AND TERM

The effective date and Term of this Agreement is _____ *May 1st*, 2002 and shall continue in effect until December 1, 2003 or until earlier terminated by the parties as provided herein. The TSA may choose to extend the term of this agreement, at its sole discretion, for up to an additional 90 days beyond the above stated completion date. The termination of this agreement by either party does not, in itself, relieve the airport from compliance with any federal law, rule, regulation, or directive in effect.

ARTICLE 5. POINTS OF CONTACT

For General program questions:

Alaskan Region: (AAL):	Rupert Workman, (907) 271-2255
Western-Pacific Region (AWP):	Bill Frank (310) 420-6114
	Don Harand (310) 725-3720
Southern Region (ASO):	Mike Terrell, (404) 305-6865
	Cathy Weaver, (404) 305-6841
Great Lakes Region (AGL):	Dave Knudson, (847) 294-7107
	Ken Behrns (847) 294-7817
New England Region (ANE):	Mary Carol Turano, (781) 238-7720
Central Region (ACE):	Bob Dickson (816) 329-3724
Eastern Region (AEA):	Mr. Garfield Harris, (718) 553-2568
Southwest Region (ASW):	Michele Jekel, (817) 222-5732
Northwest Mountain Region (ANM):	Steve Quinn, (425) 227-2723

TSA Program Office (please attempt to contact regional representative first):

Mr. Ron Neubauer (202) 493-2051; e-mail: Ron.Neubauer@ost.dot.gov

Assistant: Mr. Todd Watanabe (202) 493-0994; e-mail: Todd.Watanabe@ost.dot.gov

Non-FAA/TSA Party: *Bill Stovall or Heather Schmidt*

FAA Contracting Officer:

Ms. Kim Branch (703) 796-7118, fax: (703) 796-7176

ARTICLE 6. FUNDING AND PAYMENT

a. The total estimated cost of this agreement shall not exceed \$_____ [CO insert not-to-exceed (NTE) amount To Be Determined (TBD)] as reimbursement for *Hall County Airport Authority* providing the required law enforcement in accordance with SD 1542-02-01. Reimbursement does not include reimbursement of any fees or profit. This amount is considered a ceiling that *Hall County Airport Authority* may not exceed (except at their own risk) without the written approval of the Contracting Officer.

The ceiling amount of this agreement is [CO insert amount TBD]. This ceiling may be increased by mutual agreement of the parties. The amount presently available for payment and allotted to this Agreement is \$[CO insert amount TBD]. It is estimated that this amount is sufficient to provide for performance from date of award through [CO insert date TBD].

This agreement may be incrementally funded pursuant to the availability of funds.

b. This is not a funds obligating document. Funds will be obligated by a separate Purchase Order.

ARTICLE 7. AUDITS

The Government shall have the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. [CO insert Name of SHA] must maintain an established accounting system that complies with generally accepted accounting principles.

ARTICLE 8. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by a Government Contracting Officer and the *Bill Stovall of Hall County Airport Authority*. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 9. TERMINATION

a. In addition to any other termination rights provided by this MOA, either party may terminate this MOA at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Termination by any party does not, in itself, relieve the airport from compliance with any federal law, rule, regulation, or directive in effect.

b. In the event of termination or expiration of this Agreement, any funds which have not been spent or obligated for allowable expenses prior to the date of termination, and are not reasonably necessary to cover termination expenses shall be de-obligated from this MOA.

ARTICLE 10. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of the Agreement or any law, regulation, or Security Directive, the inconsistency shall be resolved by giving preference in the following order:

- (a) Laws, Regulations, Security Directives
- (b) This MOA, then
- (c) The Appendices to this MOA

ARTICLE 11. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Hall County Airport Authority

Federal Aviation Administration (for the TSA)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Appendix A (To be filled-out by SHA):

A	B	C	D	E
Checkpoint Designation	Operating hrs / 24-hour Period	Total <i>Average</i> Daily Operating Hours ¹	Number of Posted Officers Required – This Checkpoint ²	Row Totals: (multiply column C and column D)
1	13	13	1	13
			Total Average Daily Hours:	13

1. To calculate Average Daily Operating Hours: Take the sum of all operating hours for the checkpoint for a 7-day period and divide by 7.
2. Requirement is 1 officer for every 6 lanes. Normally this column will have a “1” or a “2”.

Appendix B: Basis for Cost (To be filled-out by SHA):

Requested Item for Reimbursement	Total Average Daily Hours (From Appendix A)	Total Average Supervisor Daily Hours (7-day average)	Requested Salary Rate / Hour	Does this rate include any overtime? (All, partial, none)	Total Funds requested / Day	TSA ONLY: Approvals
Posted Officers	13 hours		\$19.53	None	\$253.92	
Supervisory/ Administrative ³		0				
Request for Additional Costs (May explain on a separate sheet of paper) ⁴	Administration- \$4,500.00 Police Reporting Station: \$3309.85			None	\$14.28	
	**Off Site Police Reporting Station includes Computer, Radio Antennae & Installation, Printer & License Fees.					
Daily Total					\$268.20	

Notes:

3. Reimbursement for supervision is normally reserved for the largest airports with several checkpoints.
4. Requests for direct and indirect costs (except salaries) will not *normally* be considered. However, airports may consider requesting Airport Improvement Program (AIP) funds from the FAA. (However, this does not imply approval of AIP funds, which is a separate program that does not fall within this MOA.) Reasonable Administrative/Scheduling time may be considered here.

RESOLUTION 2002-121

WHEREAS, as a result of the September 11, 2001 terrorist attacks, the United States Department of Transportation, Transportation Security Administration (TSA) have provided security at United States civil aviation airports using the National Guard; and

WHEREAS, effective May 10, 2002, the National Guard will no longer be responsible for security duty at the airports, and the TSA is requiring the airports to provide uniformed law enforcement officers at any time passengers are undergoing screening at check points; and

WHEREAS, the TSA has authorized reimbursement for airports such as Central Nebraska Regional Airport for the cost of providing such officers, and many airports have elected to contract with local law enforcement agencies to provide security personnel; and

WHEREAS, the Central Nebraska Regional Airport has negotiated with the City of Grand Island to carry out the operational terms and conditions of the Law Enforcement Personnel Agreement dated April 2, 2002 on behalf of the TSA; and

WHEREAS, an Interlocal Cooperation Agreement by and between the City of Grand Island and the Hall County Airport Authority to provide uniformed officers for security purposes has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the City of Grand Island and the Hall County Airport Authority to provide uniformed officers to the Central Nebraska Regional Airport for security purposes is hereby authorized.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on April 23, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ April 19, 2002 ? City Attorney
