



# City of Grand Island

Tuesday, November 28, 2006

Council Session

## Item G6

**#2006-343 - Approving Interlocal Cooperation Agreement with  
Hall County Airport Authority for Law Enforcement Security at  
the Airport**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** November 28, 2006

**Subject:** Interlocal Agreement with the Hall County Airport Authority for Law Enforcement Services.

**Item #'s:** G-6

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Department of Homeland Security has a terrorism threat level system that uses colors to identify the threat level in our nation. All airports are required to have law enforcement officers present for passenger boarding screening for commercial airline flights when the threat level is at orange or higher. The Transportation Safety Agency, TSA, will not screen passengers for boarding without the presence of a law enforcement officer.

## **Discussion**

The current terrorism threat level is orange. The Grand Island Airport is required to have law enforcement officers present for screening of all passengers boarding commercial flights to be able to maintain commercial service from our airport. The Police Department is currently providing this service and will continue to do so to maintain commercial service at the Regional Airport.

The TSA provides a funding program for airports to reimburse local law enforcement agencies for law enforcement security. The TSA rate of reimbursement is \$25.19 per hour. The TSA funds are paid to the Airport Authority and not paid directly to the law enforcement agency. The Airport Authority Interlocal Agreement with the Police Department allows for the Airport Authority to receive the reimbursement and pay the Police Department the \$25.19 per hour rate to help offset the cost of law enforcement services. The reimbursement rate covers a majority of the costs of providing the service.

## **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 approve the interlocal agreement with the Hall County Airport Authority for law enforcement services with the City.

## **Sample Motion**

Motion to approve the interlocal agreement with the Hall County Airport Authority for law enforcement services with the City.

**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 \_\_\_\_\_, 2006, 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 a program 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 AGREEMENT (“RA”) entered into between the Transportation Security Administration (“TSA”) and the Airport Authority dated June 15, 2004 which Agreement was recently extended by TSA through September 30, 2007.

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

- a. The City will assign police officers (“LEOs”) to the Central Nebraska Regional Airport (“Airport”) to fulfill the duties and responsibilities of Security Directive SD 1542-02-07 (series) as adopted or other subsequent and superseding regulations or documents regarding law enforcement services.
- 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 RA shall continue as employees of the City and are not employees of the Airport Authority.

- c. All LEOs assigned to the Airport shall be trained, qualified, certified, sworn, uniformed and competent to carry out the operational duties of the RA. The Airport Authority shall provide TSA/FAA training materials to the City at no cost.
- 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 RA and to obtain reimbursement as provided in the Agreement.
- e. As mandated by the TSA in the RA, 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 RA 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 will have access to certain information called "Sensitive Security Information" or "SSI", which is protected by Federal statute and regulation. LEOs may also create and maintain records that contain SSI, such as investigative reports that relate to aviation security. SSI is specifically defined in 49 CFR 1520.7. The City and LEOs assigned to work under this Agreement are subject to the duties and requirements imposed by 49 CFR Part 1520, Protection of Sensitive Security Information. As such, they may not publicly disclose SSI in any context, including litigation or pursuant to a state open records act request, without the advance approval of TSA as provided in 49 CFR part 1520. If a party in a legal proceeding seeks SSI in discovery or otherwise seeks disclosure of SSI from a LEO performing duties under this agreement, the City and LEO must provide **immediate** notice of the request for SSI to the Airport Authority, who will, in turn, forward the request to the TSA. TSA will then advise the

City and LEOs how to proceed. LEOs asked to testify about purely factual matters that do not reveal SSI may do so without consultation with TSA. All records created by LEOs that contain SSI shall be marked with the following legend:

WARNING: THIS DOCUMENT CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED WITHOUT THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION, WASHINGTON D.C. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC AVAILABILITY IS DETERMINED UNDER 5 U.S.C. 552.

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 TWENTY FIVE DOLLARS SIXTEEN CENTS (\$25.16) per hour. Billing for reimbursement shall be based on time increments of 0.5 hours with a minimum billing period of not less than 2.0 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. Additionally, if the Airport Authority wishes to have the City establish an off- site work station at the Airport, the Airport Authority shall pay to the City a one time charge to be negotiated by the parties.

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

4. DURATION. This Agreement shall remain in full force and effect during the duration of the RA. Said Agreement is currently scheduled to terminate on September 30, 2007, unless earlier terminated by the Airport Authority, the TSA, or the City. If the RA is further extended by the TSA, the hourly payment from the Airport Authority to the City shall be renegotiated based upon the City's then existing personnel costs. Notwithstanding the foregoing, this Agreement may be terminated earlier by either the Airport Authority or the City providing written notice to the other of its intention to terminate participation ninety (90) days following delivery of said notice or upon three (3) days written notice to the other when the Homeland Security threat level is at yellow or lower status.

In the event the City and the Airport Authority mutually agree in writing that the assignment of LEOs to the Airport to carry out the duties and responsibilities in connection with the RA or any similar successor document and security directive, this Agreement may be extended and remain in full force and effect for up to five additional one year terms, with the



first extension commencing on October 1, 2007 , or upon termination of the RA, whichever occurs earlier, with reimbursement rates to be negotiated by the parties.

5. ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY.

All personal property and fixtures acquired and used in furtherance of the RA 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 RA program and may be amended only in writing, duly approved, adopted and executed by the respective parties.

9. EFFECTIVE DATE. This Agreement shall be effective upon approval by the Mayor and City Council of the City and the Board of the Airport Authority and execution by the parties' respective executive officers.

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  
3743 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: \_\_\_\_\_  
Secretary

RESOLUTION 2006-343

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, on April 23, 2002, the Grand Island City Council approved an interlocal agreement 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 and is scheduled for renewal; 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, it is in the best interests of the parties that the interlocal agreement be renewed until September 30, 2007; 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 November 28, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form ? _____ November 21, 2006 ? City Attorney
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