



City of Grand Island

Tuesday, April 14, 2009

Council Session

Item G10

**#2009-78 - Approving Interlocal Agreement with Hall County
Airport Authority Regarding Law Enforcement Services**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 14, 2009

Subject: Approval of Security Interlocal Agreement with Hall County Airport Authority

Item #'s: G-10

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has been providing an on site officer for all commercial flight departures from the Airport. This service is a prerequisite of the Transportation Security Administration before they will screen passengers for boarding of commercial flights. The proposed agreement is a renewal of the previous agreement and has the benefit of the Airport Authority paying the actual costs of the service instead of the TSA reimbursement rate.

Discussion

The Police Department provides an Officer at all commercial departures from the Airport as a requirement from the Transportation Security Administration for screening boarding passengers. TSA will not screen passengers without the presence of a law enforcement officer. This requires the Police Department to schedule officers to cover the multiple flights leaving the Airport each week. The agreement between the City and the Hall County Airport Authority for the services needs to be renewed. The new agreement provides for reimbursement to the City at the actual cost instead of the TSA reimbursement rate paid to the Airport Authority. The TSA reimbursement rate does not cover actual costs of services in some circumstances.

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 2009 Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services and have the Mayor sign the Interlocal Agreement.

Sample Motion

Move to approve the 2009 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 8th day of April, 2009, 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 effective October 1, 2007 which Agreement expires September 30, 2012.

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 actual hourly cost to the City for each LEO at the time of service. Billing for reimbursement shall be based on time increments of 0.25 hours for actual time worked for on duty LEOs with a minimum billing period of not less than 2.0 hours for off duty LEOs. 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 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, 2012, 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.

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 April 1, 2009. .

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

DMS 4-9-09

HALL COUNTY AIRPORT AUTHORITY,
A Political Subdivision

Dated: 4/8/09

BY 
Executive Director

Attest: 
Administrative Assistant

RESOLUTION 2009-78

WHEREAS, the Hall County Airport Authority is required to have a law enforcement officer present for security purposes during Transportation Security Administration screenings, and

WHEREAS, the Grand Island Police Department provides law enforcement officers at the Airport during such screenings, and

WHEREAS, the Hall County Airport Authority reimburses the City for the costs of providing law enforcement services to the Airport under an Interlocal Agreement, and

WHEREAS, the Interlocal Agreement between the Airport Authority and the City needs to be renewed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the 2009 Interlocal Agreement Between the Hall County Airport Authority and the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2009	☐ City Attorney