



**LAW ENFORCEMENT PERSONNEL AGREEMENT**

**ON BEHALF OF THE  
TRANSPORTATION SECURITY ADMINISTRATION**

~~April [date] 2, 2002~~ June 1, 2002

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

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN**  
**U.S. GOVERNMENT**  
**AND**  
**[Insert Name of LOCAL AIRPORT or SHA]**

**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 [Insert Name of Airport or SHA]. City of Naples Police & Emergency Services Department

**ARTICLE 2. SCOPE**

**a. Purpose:**

The purpose of this Agreement is to provide financial relief in the form of full or partial reimbursement to: [Insert name of Airport or SHA]. City of Naples Police & Emergency Services Department for its costs in fulfilling Security Directive SD 1542-012-07 (series)†. 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) [Insert Name of the SHA] The City of Naples Police & Emergency Services Department is responsible for providing law enforcement officers in accordance with ~~SD~~ Security Directive -1542-012-07† (series) 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 \_\_\_\_\_ *[Insert Date]*, June 1, 2002-2002 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):	<u>Don Harand (310) 725-3720</u> <del>Bill</del>
Frank (310) 420-6114	
_____	<u>Craig Lynes (310) 725-3741</u>
_____	<del>Don Harand (310) 725-3720</del>
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):	<del>Mr.</del> Garfield Harris, (718) 553-2568
Southwest Region (ASW):	<del>Michele Jekel</del> <u>Vacant</u> , (817) 222-
570032	

Northwest Mountain Region (ANM):

Steve Quinn, (425) 227-2723

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

~~Mr. Ron Neubauer~~ Joseph J. De Palma (202) 493-12892051; e-mail:  
~~Joe.DePalma~~ ~~Ron.Neubauer@tsaost.dot.gov~~

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

Non-FAA/TSA Party: ~~Insert Name of SHA point of contact~~ Chief Steven C. Moore (239) 213-4853

FAA Contracting Officer: Ms. Susan Moroni (202) 385-1478; fax: (202) 493-1746

~~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)]~~ \$411,283.35 as reimbursement for ~~Insert Name of SHA~~ City of Naples, Police & Emergency Services Department providing the required law enforcement in accordance with ~~SD~~ Security Directive 1542-012-07 (series). Reimbursement does not include reimbursement of any fees or profit. This amount is considered a ceiling that ~~Insert Name of SHA~~ City of Naples, Police & Emergency Services Department 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]~~ \$411,283.35]. 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]~~ \$114,696.95]. It is estimated that this amount is sufficient to provide for performance from date of award through ~~[CO insert date TBD]~~ October 31, 2002].

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 SHACity of Naples, Police & Emergency Services Department~~ 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 [~~SHA identify representative or designee~~] of [~~Insert Name of SHACity of Naples, Police & Emergency Services Department~~]. 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



			Total Average Daily Hours:	<u>16</u>

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	<u>16</u>		<u>42.565</u>	<u>All</u>	<u>681.04</u>	
Supervisory/ Administrative <sup>3</sup>						
Request for Additional Costs (May explain on a separate sheet of paper) <sup>4</sup>	<u>10% Administrative costs (scheduling &amp; general supervision). Also include expected 10% increase Oct 1, 2002 &amp; another 10% increase Oct 1, 2003 based on wage increase. See Cost estimate sheet.</u>			<u>None</u>	<u>68.10</u>	
Daily Total					<u>749.14</u>	

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.