

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) entered into effective the 1st day of October, 2010 between THE CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida, whose address is 160 Aviation Drive North, Naples, Florida 34104 (“the Authority”), and THE CITY OF NAPLES, whose address is 355 Riverside Circle, Naples, Florida 34102 (“the City of Naples”).

RECITALS

The Authority and the City of Naples wish to enter into a protocol to insure that the Naples Municipal Airport (“the Airport”) remains in compliance with the Department of Homeland Security, Transportation Security Administration directives, specifically, 49 Code of Federal Regulations Chapter XII, Parts 1540 and 1542 and the TSA approved Airport Security Program; and

The Authority desires to provide the highest level of safety and security for Airport users and tenants at the Airport. The City of Naples intends to serve as an integral part of the overall security plan of the Airport; and

The Authority and the City of Naples intend by this Agreement to establish the procedures, guidelines and conditions for providing police protection and services at the Airport; and

The Authority shall reimburse the City of Naples for the full cost of Airport related and/or requested services by the City of Naples; and

NOW, THEREFORE, the Authority and the City of Naples enter into this Interlocal Agreement and covenant and agree as follows.

SECTION ONE DEFINITIONS

1. Airport Grid. Those areas identified by the Naples Police Department as Sections 97, 100, 103 and 106 within the City of Naples.
2. Airport Operations Department. That Department supervised by the Authority’s Director of Operations responsible for all air and ground operations at the Airport.
3. Airport Security Program (“ASP”). The TSA approved program or plan specifically for the Naples Municipal Airport as mandated by 49 CFR 1542.101.
- 4 Chief of Police. The chief law enforcement officer of the City of Naples appointed by the City Manager.

5. Directed Patrol. Those hours during which Law Enforcement Personnel are assigned to duties outlined in Section Three of this Agreement.
6. Executive Director. The Executive Director of the Authority appointed by the Board of Commissioners of the City of Naples Airport Authority.
7. Law Enforcement Personnel (“LEP”). Sworn officers of the Naples Police Department who meet the following minimum qualifications for duty at the Airport:
 - (a) Have arrest authority in the City of Naples and in Collier County, Florida;
 - (b) Are identifiable by appropriate indicia of their police authority;
 - (c) Are armed with a firearm and permitted to use it; and
 - (d) Have completed a training program that meets the State of Florida standards for Law Enforcement Officers. In the Reimbursement Agreement between the TSA and the Authority, law enforcement personnel are referred to as “LEOs.” In this Agreement “LEP” shall include “LEOs.”
8. Reimbursable Agreement (“RA”). That certain LEO Reimbursable Agreement between the Transportation Security Administration and the City of Naples Airport Authority regarding law enforcement services at the Airport. The RA provides for the reimbursement of appropriated funds for LEO services at the Airport provided by the City of Naples at the hourly rate specified therein for providing qualified law enforcement services on site at the Airport in order to provide law enforcement response to the security passenger-screening checkpoint and the checked baggage screening process. The City of Naples agrees to comply with all terms and conditions set forth in the Reimbursable Agreement.
9. Training. Those hours during which LEP are assigned to conduct or participate in Airport security-related training programs, including without limitation emergency exercises, drills, meetings or professional seminars or courses on the subject of airport security.
10. Transportation Security Administration (“TSA”). That federal agency created by the Aviation and Transportation Security Act (“ATSA”), Public Law 107-71, 115 Stat. 597, created to carry out Chapter 449 of Title 49 United States Code relating to civil aviation security, including responsibility for supervision of screening passengers and property at airports, and for ordering the deployment of LEP authorized to carry firearms at each airport security passenger-screening location to insure passenger safety and national security.

SECTION TWO
TERM OF AGREEMENT

This Agreement between the Authority and the City of Naples shall commence on October 1, 2010 and expires on September 30, 2011. If neither party notifies the other of its intention not to renew this Agreement by July 1 of each year this Agreement shall automatically renew for an additional twelve (12) month period commencing October 1 of each successive year. On September 30, 2013 this Agreement shall expire and terminate.

SECTION THREE
AIRPORT LAW ENFORCEMENT OPERATING GUIDELINES

The Authority is responsible for providing LEP at the Airport in accordance with the most recent version of Security Directive 1542-01-07(Series) regardless of the status of the RA. The Authority hereby assigns and delegates that responsibility to the City of Naples who shall, during the term of this Agreement, provide such personnel and services in accordance with the RA and accepts the fee specified in the RA, as if the City of Naples had contracted directly with the TSA. The City of Naples agrees to comply with all terms and conditions set forth in the RA.

The LEP assigned to the Airport shall work under the operational control of the Chief of Police with guidance and direction by the Executive Director. The Authority reserves the right to request replacement or reassignment of any LEP assigned to the Airport. The City of Naples shall make a reasonable effort to comply with any such request. Routine requests or information regarding day-to-day operations from the Authority to the City of Naples shall be routed through the Chief of Police or his designee. Routine requests or information from the City of Naples to the Authority shall be routed through the Executive Director or his designee. Non-routine requests, such as emergency responses, enforcement actions, and special events shall be coordinated through the Naples Police Department dispatch and the Director of Operations at the Authority.

All LEP assigned to the Airport shall complete all federally mandated aviation security training requirements prior to assignment. In addition, Airport LEP shall also complete, at a minimum, airport specific security training, non-movement area driver training, and periodic refresher training. Airport LEP shall remain current on aviation security policies and procedures and shall have the working knowledge of the TSA ASP.

All LEP prior to being assigned to Airport duty, must meet the minimum qualifications for duty, as defined in Section One, (7), and include training in the following:

- (a) The use of firearms;
- (b) The courteous and efficient treatment of persons subject to inspection, detention, search, arrest and other aviation security activities;
- (c) The responsibilities of an LEP under the TSA approved ASP;
- (d) Any other subject area the TSA determines is necessary.

SECTION FOUR
DUTIES OF NAPLES POLICE

In addition to the duties and responsibilities set forth in the RA, the Naples Police Department shall assume checkpoint and checked baggage screening responsibilities. The precise function and duty of the LEP at the screening checkpoint or the checked baggage screening area are set forth in Security Directive 1542-01-07(series).

LEP may create and maintain records that contain Sensitive Security Information (“SSI”) including investigative reports relating to aviation security. SSI is more particularly defined in 49 CFR 1520.7. LEP assigned to the Airport are subject to the duties and requirements imposed by 49 CFR 1520 including the protection of SSI. No LEP may disclose SSI in any context including litigation or pursuant to a public documents request without the prior written approval of the Authority and the TSA. The Naples Police Department shall insure that records of all law enforcement actions taken at the Airport are recorded and documented in compliance with 49 CFR 1542 and the ASP. Any media release specific to the ASP, the RA, this Agreement or subsequent superseding regulations or documents regarding law enforcement services for aviation security shall be coordinated with the Authority and the TSA.

LEP shall, at the commencement of each shift, review all TSA issued Security Directives, Information Circulars, Information Bulletins, and other appropriate information. Such information shall be kept at Naples Police headquarters.

The Chief of Police shall mobilize and assign additional LEP equipped with appropriate equipment, transportation and communications as needed to address any emergency situation. Naples Police Department may call upon the Collier County Sheriff’s Office for additional law enforcement support as it deems necessary or appropriate.

The Authority may request, and provide appropriate reimbursement to the Naples Police Department, for LEP to provide additional services including but not limited to:

- (a) Checkpoint and baggage screening per the RA;
- (b) Periodic training of Authority personnel;
- (c) Periodic security and disaster preparedness meetings;
- (d) Airport security related training of LEP;
- (e) Board Meetings, Special Meetings and Workshops;
- (f) Response to accidents, incidents, alarms and alerts in accordance with the Airport Emergency Plan and the ASP;
- (g) Screening area response;

- (h) Investigation of unattended baggage or suspicious items at the Airport;
- (i) Enforcement of the City of Naples Municipal Airport Rules and Regulations;
- (j) Any additional resources requested by the Authority caused by changes in Homeland Security Advisory System Threat Level, intelligence threat information and federally issued emergency amendments, Security Directives or ASP amendments.

Typical, routine patrols of the Airport perimeter, tenant alarm notifications and other routine notifications typically performed as part of routine patrol duties within the City of Naples will not be reimbursed as part of this Agreement.

SECTION FIVE COST OF SERVICES

TSA required LEP services at the Airport shall be reimbursed at the amount specified in the Reimbursable Agreement between the TSA and the Authority.

The City of Naples shall be reimbursed quarterly based on the types of services listed in this Agreement and the RA. The parties agree that the average daily hours of service will be 2.0 hours per day or 183 hours per fiscal quarter. The quarterly fee will be based upon this assumption unless duties or requirements change, or the Contract Duty Pay Rate changes as approved by the City Manager thereby requiring a new quarterly total. The City Manager shall advise the Authority no later than June 1st of each year during the term of this Agreement of any such planned increase and advise the Authority of the amount due for the ensuing twelve (12) month period.

Commencing October 1, 2010 and ending on September 30, 2011, the reimbursement rate shall be \$40.00 per hour. A lump sum of \$7,320.00 shall be paid per fiscal quarter during Fiscal Year 2011.

The City of Naples shall invoice the Authority no less frequently than quarterly. Details pertaining to the total number of hours worked, the date of service and a description of the services will be provided upon request by the Authority.

SECTION SIX
TERMINATION OF AGREEMENT

Upon termination or expiration of this Agreement the parties hereto may extend this Agreement on a month-to month basis upon mutual agreement confirmed in writing. This Agreement may be cancelled for any reason by either party by providing written notification ninety (90) days in advance of cancellation. The Agreement may also be canceled by the Authority upon thirty (30) days notice, should the RA with the TSA (which includes reimbursement for TSA requirements for checkpoint and checked baggage inspection) be terminated or amended by the TSA, or by agreement of both parties in order to change hours or lump sum quarterly fees. This Agreement can also be changed as required in response to national security concerns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their appropriate officials, on the day and year first written above.

Attest:

**CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida**

Theodore D. Soliday, Executive Director

By: _____
Robert Sullivan, Chairman

Attest:

CITY OF NAPLES

City Clerk

By: _____
A. William Moss, City Manager

Approved as to form and legal sufficiency:

Counsel to the Authority

Approved as to form and legal sufficiency:

Robert D. Pritt, City Attorney