

BOARD PACKET

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

SPECIAL

AUGUST 4, 2020

Grand Junction Regional Airport Authority



Date: August 4, 2020

Location:

Join Zoom Meeting:

<https://us02web.zoom.us/j/816927977>

Meeting ID: 816 927 977

Password: 535327

Time: 5:15 PM

SPECIAL BOARD MEETING AND WORKSHOP AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Commissioner Comments**
- V. Discussion**
 - A. WCCC Pilot Training Program Expansion _____ 1
 - Presentation from WCCC on expanding their Pilot Training Program.
 - B. Wayfinding Improvement Presentation _____ 2
 - Presentation on efforts to improve the Airport's wayfinding which includes the completion of the flooring renovation project, interior signage improvements, exterior signage improvements, and renaming roadways leading to the Airport Terminal.
 - C. Draft Non-Commercial Use Policy _____ 3
 - Board review of policy that defines the terms and conditions for using the Airport for non-commercial purposes.
- VI. Action Items**
 - A. LEO Reimbursement Agreement _____ 4
 - Approve the Transportation Security Administration (TSA) Law Enforcement Officer (LEO) Reimbursement Agreement and authorize the Executive Director to sign.
- VII. Any other business which may come before the Board**
- VIII. Adjournment**

August 4, 2020

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Western Colorado Community College (WCCC) and Colorado Mesa University (CMU) Pilot Training Program Expansion		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input type="checkbox"/>
RECOMMENDATION:	None		
SUMMARY:	The WCCC/CMU flight training program has expanded to incorporate more facilities including the recent approval of the lease of the 782 Heritage Way hangar. This approval was subject to the newly adopted Minimum Standards of 2018 and as a result is the first commercial operation approved under said standards. The program will now be adding a Federal Aviation Regulations (FAR) Part 61 curriculum to their existing and more demanding FAR Part 141 curriculum.		
REVIEWED BY:	Executive Director		
FISCAL IMPACT:	None		
ATTACHMENTS:	WCCC/CMU adherence to the Minimum Standards		
STAFF CONTACT:	Dylan Heberlein dheberlein@gjairport.com 720-273-9185		

Minimum Standards Requirement

WCCC

Contiguous Land: 21,780 Sqft	Main Hangar is on 24, 880 sqft as well as leasing 1600 sqft in Clear Blue Sky building
250 sqft of customer lounge, class/training rooms, and restrooms.	Accommodated WCCC Campus
Self Maintenance Area: 360sqft	Contract maintence to DNT, Avionics which occupies 23,990.5 sqft
Maintenance Hangar Space: 7500sqft	Between Main Hangar and two (2) Leased Hangar, Total hangar sqft is roughly 8,796 sqft
Licenses and Certifications	WCCC is currently operating an FAA - approved Part 141 Flight School which exceeds the FAA requirements for the operation of a Part 61 Flight School.
Employees: 2-3	Main Hangar is on 24, 880 sqft as well as leasing 1600 sqft in Clear Blue Sky building
(2) Fixed Wing Single Engine Rental	5
(2) Fixed Wing Single Engine Flight Training	5, All Instrument Flight Rules (IFR) Equipped
Hours of Operation: 8hr/day 6, days/week	Listed hours of operations as Monday-Saturday, open 8/hrs a day
Insurance Disclosure Requirement	Copy of insurance for aircraft rental and flight training on record

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Wayfinding Improvement Presentation		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input type="checkbox"/>
RECOMMENDATION:	Informational Presentation		
SUMMARY:	Presentation on efforts to improve the Airport's wayfinding which includes the completion of the flooring renovation project, interior signage improvements, exterior signage improvements, and renaming roadways leading to the Airport Terminal.		
REVIEWED BY:	N/A		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	N/A		
STAFF CONTACT:	Joseph Burtard 970-248-5814 jburtard@gjairport.com		

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Draft Non-Commercial Use Policy		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input type="checkbox"/>
RECOMMENDATION:	Board review and discussion of Draft Non-Commercial Use Policy		
SUMMARY:	Board review of draft policy that defines the terms and conditions for using the Airport for non-commercial purposes. This version includes tenant and Commissioner comments and feedback.		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	1. Draft Non-Commercial Use Policy 2. Public Comment Matrix/Summary		
STAFF CONTACT:	Joseph Burtard 970-248-5814 jburtard@gjairport.com		

Policy on Non-Commercial Use of Grand Junction Regional Airport

1. Authority

- 1.1. The Grand Junction Regional Airport Authority Board of Commissioners adopts this Policy pursuant to Colorado Revised Statutes Section 41-3-106(h).

2. Purpose and Intent

- 2.1. The Airport Authority Board of Commissioners intends for the Grand Junction Regional Airport to serve a primary role of facilitating and accommodating aeronautical activities, including both commercial service passenger operations and General Aviation, in a safe, secure and efficient manner and to accommodate non-commercial, non-aeronautical activities only to the extent that such activities do not interfere with the Airport's primary role.
- 2.2. The Airport Authority Board of Commissioners further intends for the Airport to be and remain a "non-public forum" and to limit non-commercial, non-aeronautical use, including expressive activity, so as to avoid interfering with the Airport's primary role. Nothing herein shall be construed to create a "designated public forum".
- 2.3. The purpose of this Policy is to define the terms and conditions for using the Airport for non-commercial purposes, including camping, expressive activity, gambling, labor-related activities, leafletting, loitering, picketing, solicitation, surveys, and like matters.
- 2.4. This Policy is not comprehensive and does not address every possible non-commercial activity. The Executive Director is delegated with authority to supplement this Policy by providing further direction on matters addressed herein and on non-commercial activities that are not addressed herein.
- 2.5. This Policy shall not apply to commercial and non-commercial activities conducted by the Airport Authority and its officers, officials, employees, and agents.
- 2.6. This Policy is not intended to apply to non-commercial activities conducted on exclusive use leaseholds at the Airport, including aircraft hangars, except as explicitly provided herein.
- 2.7. Each Fixed Base Operator at the Airport is expected to have a general or location-specific policy covering the same or similar matters as addressed herein and to provide the Airport Authority with a copy of such policy and any updates thereto.

- 2.8. This Policy is not intended to limit or restrict the operation of aircraft to, from or at the Airport and is adopted in recognition of the Federal Aviation Administration's exclusive jurisdiction over the management of the navigable airspace.

3. **Definitions**

When used in this Policy, the following definitions apply:

- 3.1. *Airport* shall mean the *Grand Junction Regional Airport* which shall mean all of the area comprising Grand Junction Regional Airport as now existing or as the same may be expanded and developed and shall include all of its facilities, including but not limited to all airport buildings, hangars and property, enclosed or not enclosed, under the control, management or legal ownership of lessees or concessionaires of the Airport Authority, curbside services, security checkpoints, ticket counters, exterior buildings on the airport property, concessions, baggage claim areas, elevators and escalators, and the interior buildings and structures of the concourses and terminals.
- 3.2. *Airport Authority* shall mean the *Grand Junction Regional Airport Authority*, which shall mean the entity chartered pursuant to Colorado Revised Statutes Title 41, Article 3 to operate the Airport and is governed by the Grand Junction Regional Airport Authority Board of Commissioners.
- 3.3. *Airport Terminal* shall mean the commercial passenger terminal building at the Airport and any immediately surrounding sidewalks, buildings and structures used in connection with the commercial passenger terminal building.
- 3.4. *Charitable* shall mean and include the words patriotic, philanthropic, social service, health, welfare, benevolent, educational, civic, cultural or fraternal, either actual or purported.
- 3.5. *Expressive Activity* shall mean any act, including but not limited to speech, display of signs, gathering, marching, chanting, singing, holding signs or other verbal and nonverbal conduct that communicates a religious, charitable, political, or other non-commercial message or viewpoint.
- 3.6. *Leafletting* shall mean the repetitive distribution of free materials, including but not limited to leaflets, handbills, pamphlets, flyers, brochures, pins, buttons, badges, cards, pictures, envelopes, invitations, books, photos, or any other written or printed material, for the expression of ideas and opinions.

- 3.7. *Picketing* shall mean one or more persons marching or stationing themselves in an area in order to communicate their position on a labor dispute or issue, by displaying one or more signs, posters or similar devices.
- 3.8. *Political* shall mean and include activities related to the right to vote or attempts to influence or protest the outcome of any election or nomination campaigns, legislation, petitions, referenda or other measures to be submitted to the citizens for vote.
- 3.9. *Religious* and *religion* shall be given their commonly accepted meanings but shall not mean and include the word “charitable” as defined herein.
- 3.10. *Solicit, solicitation, and solicitation of funds* shall mean any request made on the premises of the Airport for the contribution or donation of money (cash), checks, credit card transactions, goods, services, or financial assistance.
- 3.11. *Survey* shall mean a set of questions people are asked to gather information or find out their opinions, or the information gathered by asking many people the same questions.

4. **Camping and Loitering**

- 4.1. The Airport Terminal is closed after the last departing or arriving commercial passenger flight and, as a result, remaining overnight on the sidewalk outside the Airport Terminal, within the vestibules, on access roadways, or within Airport parking lots is prohibited.
- 4.2. No person shall camp or reside at the Airport, including within a vehicle, camper, tent or otherwise. This prohibition is intended to apply to the entire Airport, including aircraft hangars and other leased property. This prohibition does not preclude remaining overnight at the Airport in connection with aircraft rescue and firefighting, wildland firefighting, law enforcement, medical services, Civil Air Patrol, and such similar and related public safety and/or emergency activities as may be approved by the Executive Director on a case-by-case basis. Any person not engaged in a public safety or emergency activity wishing to remain overnight at the Airport must obtain prior written permission of the Executive Director, which shall be granted only upon a showing of exigent circumstances and undue hardship that would arise from denying the request. This prohibition does not preclude the use of a pilot rest lounge as may be provided by a commercial aeronautical service provider.
- 4.3. No person shall remain upon the Airport for any unlawful purpose or without any valid purpose. Loitering is prohibited. Nothing herein is intended to preclude use of the Airport by ticketed passengers.

5. **Expressive Activity**

- 5.1. No person or organization shall engage in expressive activity at the Airport, except pursuant to, and in compliance with, this Policy and any further requirements as may be imposed by the Airport Authority.

5.2. Limitations

- 5.2.1. This Policy is not intended to apply to or limit the rights of persons in connection with accompanying outbound passengers or greeting inbound passengers, including, by example and without limitation, former or current members of the military or armed services.
- 5.2.2. This Policy is not intended to apply to or limit the rights of persons using the Airport for any permissible purpose to wear any article of clothing that may contain a religious, charitable or political message, image or symbol.
- 5.2.3. This Policy is not intended to apply to private events hosted or approved by Airport tenants within aircraft hangars or surrounding leased property, including for example political fundraisers or rallies.

5.3. Location

- 5.3.1. Expressive activity at the Airport shall only occur in locations designated by the Airport Authority for this purpose as depicted on **Attachment A**.
- 5.3.2. Expressive activity is prohibited in areas other than the designated areas depicted on Attachment A, including by example and without limitation, the secure and sterile areas of the Airport.
- 5.3.3. Expressive activity may be conducted by only as many people as safely can be accommodated within the designated areas.
- 5.3.4. The Executive Director may require that the designated areas be set off, such as with stanchions, tape, or other means. The Airport Authority staff may prepare and make copies available for distribution of a brochure or map depicting the designated areas.
- 5.3.5. The designated areas shall be available on a first-come-first-served basis. The Executive Director is delegated with the authority to allocate the use of designated areas in the event of competing requests, such as by prescribing the time periods during which the designated areas may be used. In no event shall the Executive Director consider the viewpoints intended to be expressed in regulating the time, place and manner of expressive activity.

5.4. Conduct of Expressive Activities

5.4.1. All expressive activity shall be conducted (i) in a peaceful and orderly manner, (ii) without physical harm, molestation, threat or harassment of any person; (iii) without obscenities, violence, breach of the peace, or other unlawful conduct; (iv) without obstructing the use of the Airport by others; (v) without hindrance to or interference with the proper, safe, orderly and efficient access to/from, and the operation of, the Airport and activities conducted thereon; and (vi) in strict conformance with this Policy and any the direction and conditions prescribed by the Executive Director.

5.4.2. Persons engaged in expressive activities shall not do any of the following:

- 5.4.2.1. Identify themselves as representatives of the Airport Authority;
- 5.4.2.2. Attach signs to poles or other hard objects – signs must be carried or attached to participants;
- 5.4.2.3. Attempt to pin, tie or attach any symbol, insignia, article, or object to the clothing, luggage, or vehicle of any person without their consent;
- 5.4.2.4. Delay or in any manner assail, coerce, threaten, or physically disturb any member of the public, Airport Authority, airline, or other Airport employee for any purpose;
- 5.4.2.5. Block sidewalks, roadways, roundabouts, or doorways;
- 5.4.2.6. Interfere with passenger flow;
- 5.4.2.7. Interfere with passenger or baggage screening equipment, processes, and activities of the Transportation Security Administration or with the activities and duties of Airport Authority or law enforcement personnel;
- 5.4.2.8. Obstruct or interfere with the use of escalators, stairs, corridors, halls doorways, or elevators at the Airport;
- 5.4.2.9. Use any noise-making instruments, noise-making device, sound or voice amplifying apparatus, battery operated and/or electrically powered portable or stationary public address systems, or do anything that will reduce the effectiveness of the Airport public address system or that interferes with the business functions of the Airport; or
- 5.4.2.10. Conduct expressive activity on the Airport access roadways, block roadways, or conduct rallies, parades or congregate in vehicles for the purpose of conducting expressive activities.

5.4.3. The Executive Director shall have the right, at all times, to impose such reasonable further conditions on expressive activities to avoid injury to persons; damage to property; or to assure the safe, orderly and efficient operation of the Airport

5.5. Notice and Airport Authority Approval

5.5.1. Any person or organization desiring to engage in expressive activity at the Airport shall provide advance written notice to the Airport Authority's Public Information Officer, to include contact information for the sponsor or organizer, the intended location (within a designated area), and the dates and times when the expressive activity is planned to occur.

5.5.2. The Executive Director is delegated with authority to issue written direction in response to any such notification to prescribe limits on the time, place and manner of the intended expressive activity, without regard for the viewpoints intended to be expressed.

5.5.3. Should the notice and written approval process prove insufficient to ensure that expressive activity is conducted in a safe and orderly manner without undue interference to the safe, secure and efficient operation of the Airport, the Executive Director shall have the authority to require that persons or organizations intending to engage in expressive activity submit an application and secure a permit. The Executive Director shall prescribe the contents of the application and permit and a process for reviewing applications and issuing permits.

6. Filming, Photography and News Media

6.1. The Airport Authority respects the rights of Airport passengers, employees and users to take still photographs, make audio recordings or record video for their personal, non-commercial use in conformance with this Policy.

6.2. Photography, recordings and filming for commercial use shall require advance notice to and express approval by the Airport Authority. This notice requirement shall not apply to commercial photography approved by Airport tenants and confined to their leased property, for marketing or similar and related purposes.

6.3. No person shall appropriate or use the photographs, recordings or video owned or held out by the Airport Authority on the Airport website or otherwise without attribution.

6.4. News media outlets must notify the Airport Authority's Public Information Officer prior to reporting from or engaging in photography, recordings or filming at the Airport.

6.5. No person shall take still photographs or record video of access control readers, security measures or security doors within or leading into or out of a restricted area.

6.6. No person shall take still photographs, make audio recordings, or record video of Transportation Security Administration officers or law enforcement officers in such manner as to interfere with the officer's official duties or that may compromise current or

future Airport security or law enforcement functions, including with close up and detailed images of the screening equipment and associated displays and monitors.

- 6.7. No person shall take still photographs, make audio recordings, or record video in such manner as to interfere with the safe, secure and efficient movement of passengers, employees and users of the Airport, commercial businesses, or Airport Authority or law enforcement personnel.

7. **Gambling**

- 7.1. Gambling is prohibited at the Airport, including sports betting.
- 7.2. The Policy shall not preclude social gambling, as may be permitted by state law.
- 7.3. This Policy shall not preclude sales by the Colorado Lottery.
- 7.4. This Policy shall not apply to internet gambling.

8. **Labor-Related Activity and Picketing**

- 8.1. The Airport Authority respects the rights of individuals to organize, conduct meetings, and communicate issues of mutual benefit, including wages, benefits or terms and conditions of employment with any other employee or employer at the Airport. It is not the Airport Authority's intention to prohibit labor-related activity.
- 8.2. Individuals and organizations may use portions of leased premises at the Airport with the permission of the Airport tenant to engage in labor-related activities, including by example and without limitation, holding meetings, collecting signatures, taking votes, and sharing information on wages, benefits, terms and conditions of employment and similar and related matters. Individuals and labor organizations may not engage in such labor-related activities in any common use areas, Airport Authority meeting rooms, or any other unleased areas of the Airport without the Airport Authority's prior approval.
- 8.3. Individuals and labor organizations may leaflet for labor-related purposes in accordance with Section 9 of this Policy.
- 8.4. Individuals and labor organization may engage in picketing in accordance with Section 5 of this Policy. If the individual or labor organization wishes to engage in picketing outside the areas designated for expressive activity, the individual or labor organization must identify the specific reason for the different location and demonstrate that the message intended to be communicated is directed at a specific business or entity or otherwise could not be communicated effectively from the designated areas. If the Airport Authority

grants permission to engage in picketing outside the designated areas, the Executive Director shall prescribe limits on the time, place and manner of picketing, and those engaged in picketing shall comply with the requirements and prohibitions on expressive activity in Section 5 of this Policy.

9. **Leafletting**

- 9.1. Leafletting by three or fewer individuals is permitted within the Airport Terminal in accordance with this section. Leafletting in connection with other expressive activities or by more than three people shall be conducted pursuant to Section 5 of this Policy.
- 9.2. Leafletting in connection with any commercial activity shall not be subject to this Policy but instead shall require separate approval by the Airport Authority.
- 9.3. A person or organization wishing to engage in leafletting by three or fewer individuals shall provide advance written notice to the Airport Authority's Public Information Officer, to include the intended dates and times during which leafletting is intended to occur. Separate notice shall be required for any period that exceeds fourteen (14) total days.
- 9.4. A person or organization must seek and obtain the written approval of the Executive Director to engage in leafletting outside of the areas designed for expressive activity depicted on Attachment A. In such event, the Executive Director shall identify the area to be used, which area shall be selected so as not to interfere with the orderly movement of passengers, any commercial business or activity, law enforcement or security personnel, passenger ticketing and check-in, or passenger security screening.
- 9.5. Leafletting is intended to be a passive activity by which those engaged in leafletting may make themselves and associated leaflets, handbills or other literature visible, and passengers, employees and users may approach those engaged in leafletting to request information or literature. A person engaged in leafletting must not position or conduct themselves so as to interfere with the movement of Airport passengers, employees and users and further must not in any manner force, require or pressure (by physical or verbal action) an individual to stop, listen to information, or take any literature.
- 9.6. A person or organization engaged in leafletting must not leave any leaflets, handbills or other literature at the Airport during any period when the person or organization is not actively engaged in leafletting.

10. **Signs and Advertising**

- 10.1. Signs and displays at the Airport are intended primarily to identify on-Airport businesses and to provide wayfinding for Airport passengers and users. The installation of temporary and permanent signs and displays at the Airport identifying on-Airport

businesses and providing wayfinding must be approved in writing by the Executive Director and conform to any standards and requirements prescribed by the City of Grand Junction and the Airport Authority.

- 10.2. The use of static and digital displays within the Airport Terminal for advertising is limited to commercial activities, including promoting the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, products, and property (real or personal), and for promoting entities that engage in such activities.
- 10.3. The only permitted use of static and digital displays within the Airport Terminal for non-commercial purposes shall be by government entities or registered not-for-profit entities related to tourism, education, public health or public safety.
- 10.4. Commercial advertisements and non-commercial messages shall only be placed in displays provided by the Airport Authority, subject to the rates prescribed by the Airport Authority or its agent, or in displays provided by the Airport tenants, subject to the terms of this Policy and any other directives as may be issued by the Executive Director.
- 10.5. In no event shall signs and public displays at the Airport be used for any commercial or non-commercial purpose that expresses or advocates opinions, positions or viewpoints on matters of public debate about economic, political, religious or social issues.
- 10.6. In no event shall signs and public displays at the Airport be used for any commercial or non-commercial purpose that includes any profane language; portrays images or descriptions of violence; promotes hatred, bigotry, disparagement or violence towards individuals, groups, businesses, organizations or government entities; or contains obscenity or nudity.
- 10.7. This Policy shall not apply to the use of signs and public displays at the Airport by the Airport Authority for commercial advertising or non-commercial messages.
- 10.8. This Policy shall not apply to articles of clothing.
- 10.9. The use of signs in connection with expressive activity shall conform to the requirements of Section 5 of this Policy, and the use of signs in connection with labor-related activities shall conform to the requirements of Section 8 of this Policy.

11. Solicitation

- 11.1. No person shall solicit for the immediate receipt of funds within the Airport Terminal, including surrounding sidewalks, roadways, parking lots and structures. This

prohibition shall include, by example and without limitation, panhandling or requests by, from or on behalf of any religious, charitable or political organization.

- 11.2. Leaflets, handbills and other literature made available for distribution within the Airport Terminal in accordance with this Policy may include requests for donation, provided that in no event shall a Person make a request for an immediate donation or payment.
- 11.3. The Executive Director may establish collection plates, donation boxes or similar receptacles at the security screening checkpoint or in other locations within the Airport Terminal seeking contributions for purposes identified by the Airport Authority.
- 11.4. Nothing herein is intended to restrict the rights of Airport tenants within exclusive use leaseholds outside of the Airport Terminal to solicit donations or permit others to do so.

12. Surveys and Signature Collection

- 12.1. Surveys have the potential to delay Airport passengers and interfere with the efficient operation of the Airport. As a result, surveys generally shall be limited to relevant topics, including, by example and without limitation, customer satisfaction and buying preferences concerning products and services sold at the Airport, passenger demographics, tourism, and similar and related matters.
- 12.2. No person shall conduct surveys at the Airport without the express approval of the Executive Director.
- 12.3. No person shall use the Airport for the purpose of collecting signatures for a political purpose, including without limitation petitions for initiatives, referenda or candidates to appear on the ballot in any federal, state or local general or special election.
- 12.4. Signature collection for labor-related purposes shall be permitted in accordance with Section 8 of this Policy.
- 12.5. This Policy shall not apply to the use of surveys by the Airport Authority and its agents.

13. Enforcement, Penalties and Appeals

- 13.1. The Airport Authority intends to enforce this Policy through graduated and progressive enforcement and penalties, including by example and without limitation the use of education and verbal warnings, citations, and denial of access to the Airport to engage in non-commercial activities.

- 13.2. In addition to the other remedies hereunder, the Airport Authority may apply to a court of competent jurisdiction for injunctive relief barring any individual or organization in violation of this Policy or who has otherwise engaged in or expressed an intent to engage in activities that have the potential to impair or interfere with safe, secure and efficient operation of the Airport from engaging in future non-commercial activities at the Airport.
- 13.3. The remedies described in this section are in addition to the Authority's remedies at common law and under criminal statutes. Any person who is not using the Airport for a valid purpose in accordance with this Policy may be subject to arrest for trespass if such person refuses to leave when requested to do so by Airport Authority staff, authorized personnel or law enforcement officers.
- 13.4. Any person may request review by the Executive Director of any decision made under this Policy. The Executive Director shall investigate, or delegate the investigation to another individual, and issue a determination. The Executive Director's determination may be appealed to the Airport Authority Board of Commissioners if such appeal is filed within thirty (30) days of the Executive Director's decision.

**Grand Junction Regional Airport
Non-Commercial Use Policy
Commissioner, Tenant and Public Comments
July 2020**

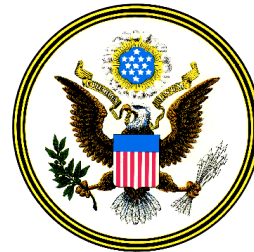
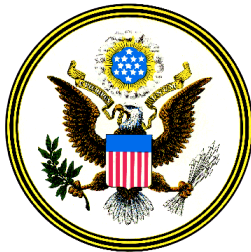
Commenter	Section	Comment	Response
M. Clegg	General	"Seems completely unnecessary"	No changes made
Commissioner Brabaeck and J. Grady	Secs. 2.1 and 2.2	No mention of General Aviation	Changes made to Sec. 2.1 and Sec. 2.2, including explicit reference to "General Aviation"
J. Grady	Sec. 2.5	Objection to exceptions for Airport Authority	No changes made. Exception reflects Authority's role as Airport owner and government entity
E. Behen	Sec. 4.2	Capitalize "Civil Air Patrol"	Change made
Commissioner Brabaeck	Sec. 4.2	Requested further exceptions	Changes made to clarify exceptions for public safety and emergency activities and created allowance for further exceptions on a case-by-case basis
C. Mendrop	Sec. 4.2	Requested exception for overnighting in private hangars	Added limited allowance for Executive Director to make exceptions on case-by-case basis
B. Marvel	Sec. 4.2	Requested exception for Commemorative Air Force	Changes made as noted above

Commenter	Section	Comment	Response
Chair Benton	Sec. 5.2.2	Proposed revision to provision on articles of clothing containing messages, images or symbols	Change not made as it would further limit exception
Chair Benton	Sec. 5.4.2	Proposed revision to prohibit electronic interference with aviation	Change not made, but more general prohibition will be added elsewhere in Rules and Regulations
B. Marvel and K. Taylor	Sec. 10.1	Requested clarification on use of directional signage	Changes made to Section 10.1 to address directional signage
K. Taylor	Sec. 11.1	Concern with prohibition on solicitation as applied to the Museum	Change made to narrow the scope of where solicitation is prohibited. New Section 11.4 added to permit solicitation within exclusive use leaseholds
K. Taylor	Sec. 11.3	Request to add donation boxes for Commemorative Air Force	No change made; decisions to be made on a case-by-case basis
Commissioner Marshall	Sec. 13.3	Suggest revision to permit enforcement by “authorized personnel”	Change made

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Law Enforcement Officer Reimbursement Program (LEORP) Other Transaction Agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	The Board approve the Other Transaction Agreement terms and conditions and the Statement of Joint Objectives and authorize the Executive Director to sign the Statement of Joint Objectives.		
SUMMARY:	<p>The Authority applied for a LEORP from the TSA in November 2019. The application was for a reimbursable agreement with the TSA to provide partial reimbursement for the G4S Security Guard staffing costs incurred by the Authority. G4S provides law enforcement support to the passenger-screening checkpoint at the airport.</p> <p>The Department of Homeland Security and the TSA approved the Grand Junction Airport application and has provided an Other Transaction Agreement (OTA) and Statement of Joint Objectives that outline the responsibilities of the TSA and the Authority.</p> <p>The LEORP will reimbursement the Authority \$15/hour for officers stationed at the airport during TSA screening hours. The expected term of the program is from June 1, 2020 through December 31, 2022, however, the agreement will be reviewed on an annual basis by the TSA before any extension is granted.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	2020 Fiscal Impact - \$44,940 additional income 2021 and 2022 fiscal impacts are to be determined annually		
ATTACHMENTS:	1. TSA LEO Program Statement of Joint Objectives 2. Other Transaction Agreement Terms and Conditions		
STAFF CONTACT:	Sarah Menge 970-248-8581 smenge@gjairport.com		



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION
LAW ENFORCEMENT OFFICER REIMBURSEMENT PROGRAM (LEORP)**

AND

Grand Junction Regional Airport Authority

REGARDING

TSA Law Enforcement Officers (LEOs) at TSA Screening Checkpoints

**Negotiated by the TSA pursuant to
Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597,
specifically, 49 U.S.C. 114(m), and 106(l) and (m)**

70T02020T9NSLR358

TERMS AND CONDITIONS

ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and Participant. The TSA and the Participant agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II – AUTHORITY

TSA and the Participant enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

A. Introduction

The Law Enforcement Officer Reimbursement Program (LEO RP) was established to provide partial reimbursement to airport operators to provide on-site, highly visible LEO presence through flexible, fixed, or a combination of the two (hybrid) support of the passenger screening checkpoint. State and local LE agencies play a critical role in security at airports. They are the primary responders to any incident within the airport perimeter.

B. Background

On November 19, 2001, the President and Congress enacted ATSA, which established TSA as a new Federal agency. ATSA provides authority to the Administrator of TSA to carry out chapter 449 of Title 49 United States Code relating to civil aviation security, including responsibility for ordering the deployment of law enforcement personnel at each airport security passenger-screening location to ensure passenger safety and national security.

Pursuant to 49 U.S.C. § 44903(c) and 49 C.F.R. Part 1542, each airport operator is required to establish an air transportation security program that provides a law enforcement presence and capability at the airport that is adequate to ensure the safety of passengers. This Agreement is part of the joint effort of TSA and the airport operator to deploy sufficient LEOs in support of passenger screening activities at the checkpoint to meet their dual responsibility to ensure the safety of passengers and to counter risks to transportation security.

C. Purpose of this Agreement

- I. The Participant agrees to maintain a law enforcement presence and response that is adequate to support each system for screening persons and accessible property; focused on passenger screening checkpoint support. This law enforcement presence provides for the safety and security of persons and property against an act of criminal violence or aircraft piracy, and assists in preventing the introduction of TSA prohibited items. Both the Participant and TSA recognize that there is a broad range of activities that LEOs engage in at the nation’s airports, many of

which are outside the scope of this Agreement. Funding under this Agreement is intended to support a dedicated highly visible LEO presence through on-site flexible, fixed, or a combination of the two (hybrid) LEO stationing of the TSA screening checkpoints. For the purposes of this Agreement the acceptable LEO stationing postures are defined as follows:

- a. Fixed Stationing - The on-site LEO is stationed in the TSA passenger screening checkpoint during screening operations.
- b. Flexible Stationing - The on-site LEO is stationed in the vicinity/close proximity of the TSA passenger screening checkpoint, providing an enhanced visible presence/support at the checkpoint.
- c. Hybrid/Combination Stationing - A form of on-site LEO stationing involving both fixed and flexible stationing, which provides a combination of highly visible LEO presence in the checkpoint and in the vicinity/close proximity of the checkpoint.

These Agreements are intended to be customized in order to address airport-specific security requirements, and are updated as necessary based on changing circumstances. Such changes and revisions are to be made by the cognizant TSA Federal Security Director (FSD), in consultation with the airport operator and other stakeholders as appropriate. Therefore, many OTAs call for the flexible stationing of LEOs, while others require a combination of fixed and flexible (hybrid) stationing.

II. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider:

- a. Supports TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- b. Follows an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.
- c. Participates in TSA's Layered Security Programs (appropriate level of participation to be determined by the FSD and Participant).
- d. Provides a minimum of 730 LE support hours per year.
- e. Provides consistent LE support during the hours of TSA checkpoint operations.

III. The Participant agrees to maintain a sufficient number of LEOs at or in the vicinity/close proximity of the checkpoint(s) during the hours of TSA screening checkpoint operations each day. For LEO RP purposes, LEO support of screening begins up to 1 hour prior to scheduled departure and remains up to 30 minutes after wheels up. The specific number of LEOs and the number of hours assigned to provide dedicated support to the passenger screening checkpoints must be identified in the submission.

IV. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.

V. The Participant will promptly provide incident reports, police reports, and other information when requested by TSA as part of a regulatory investigation.

- VI. The Participant will fully cooperate with regulatory investigations.
- VII. The Participant shall coordinate all media releases related to the Agreement with the FSD; other contact with or by media on the terms and conditions of the LEO Reimbursement Agreement shall be referred to the Contracting Officer.
- VIII. **Additional Airport Specific Requirements (these requirements will be mutually defined and accepted by both the FSD and the Participant):** Describe any specific LEO support to be provided under this Agreement that is not included elsewhere in the Statement of Joint Objectives (SOJO) which supports TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:
- a. LEO patrol of a particular area.
 - b. Unique assistance to local TSA.

Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and which do not interfere with the LEOs' ability to provide immediate response to incidents at the screening checkpoints. **For the purposes of this Agreement, LEO response times in excess of 5 minutes are unacceptable.** If utilizing Flexible Stationing or Hybrid/Combination Stationing, Participant must include specific LE response times to non-emergency/ routine TSA calls for assistance and details of LEO support being provided in support of passenger screening in this section.

- IX. ***(REQUIRED) PARAGRAPH TO BE COMPLETED BY THE FSD, IN CONSULTATION WITH THE PARTICIPANT:*** If utilizing Flexible Stationing or Hybrid/Combination Stationing: Participant must describe specific LE response times to non-emergency/ routine TSA calls for assistance and details of LEO support being provided in support of passenger screening.

ARTICLE IV – RESPONSIBILITIES

The Participant agrees to provide on-site qualified law enforcement services, during TSA screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive 1542-01-07 (series), regulations, and other authorities regarding law enforcement services.

Both the Participant and TSA recognize that there is a broad range of activities that Law Enforcement Officers (LEOs) engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding provided under this Agreement is intended to support a highly visible LEO presence through **on-site** flexible, fixed, or a combination of the two (hybrid)¹ LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

At locations where the Agreement allows for such flexible or hybrid stationing *and* it is appropriate based on security needs and the configuration of the airport, LEOs may patrol in front of screening checkpoints, throughout baggage drop areas, near retail and food concessions, and in other public areas. However, in order to be eligible for partial reimbursement by the LEO RP the primary focus of the officers' activities must still be on providing dedicated checkpoint support. Program participants are required to provide a consistent, highly visible law enforcement presence at the checkpoint(s) during operational hours.

¹ Refer to LEO Reimbursement Terminology (Attachment 2) for definitions of these terms.

Unless a waiver has been granted² in writing from an authorized TSA official, regardless of their position or title any individual who provides law enforcement support as outlined in this Agreement must possess all of the qualifications of a LEO set forth at 49 C.F.R. § 1542.217, while on duty at the airport. The TSA will provide partial reimbursement for on-site support of the TSA screening activities pursuant to the terms of this Agreement. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider will:

- Provide consistent support of TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- Follow an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.

In addition, the FSD and the Participant will determine, where appropriate, the level of participation in TSA's Layered Security Programs, such as Advanced Threat Local Allocation Strategy (ATLAS), Table Top Exercises, Breach Drills, and Joint Vulnerability Assessments (JVAs).

Additional, airport specific requirements/reimbursable activities will be outlined in the Statement of Joint Objectives.

ARTICLE V - EFFECTIVE DATE AND TERM

The Agreement will have a one (1) year base funding period, beginning on the effective date of award. At the conclusion of the base funding period, it is the TSA's intent to unilaterally provide two additional one (1) year funding periods, for a total of three (3) years. The TSA reserves the right to unilaterally fund the Agreements beyond this period, however, in no circumstances will the Agreement be funded longer than five (5) years.

ARTICLE VI – AVAILABILITY OF FUNDS

Funds are not presently available for this OTA. The Government's obligation under this OTA is contingent upon the availability of appropriated funds from which payment for OTA purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this OTA and until the Participant receives notice of such availability, to be confirmed in writing by the Contracting Officer.

TSA will provide, subject to the availability of funds, partial reimbursement to Participants to offset the cost to carry out aviation LE responsibilities in support of TSA screening activities; focusing on checkpoint support. Funding level will be determined based on checkpoint support and operational requirements.

ARTICLE VII – OBLIGATION AND PAYMENTS

A. Obligation.

² Only Category III and Category IV airports may be eligible for reimbursement for their provision of Armed Security Guards who do not fully meet all of the qualifications set forth in 49 C.F.R. § 1542.217. Category III and Category IV airport operators interested in participating in the LEO RP using such guards will need to apply to TSA for a waiver. See Article XVII of this Agreement for further information.

The Government's liability to make payments to the Participant is limited to only those funds obligated under this Agreement or by amendment to the Agreement.

B. Limitation of Government Obligation.

The Government's share for full performance of this Agreement is \$ *(insert total amount)*. Of this amount, only \$ *(insert amount available)* is allotted and currently available for payment. In no event is the Government obligated to reimburse the Participant for expenditures in excess of the total funds currently allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this Agreement by unilateral modification, until the total Government share is fully funded. However, the Government cannot guarantee full funding. The parties agree that if additional funds are not allotted, this Agreement may be terminated. Participant is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the Contracting Officer, plus the Participant's corresponding share (if any), until the Contracting Officer notifies the Participant in writing that the amount allotted by the Government to the Agreement is increased.

No Contracting Officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341), unless otherwise authorized by law.

It is likely that the TSA will develop a maximum rate that will be used for reimbursement purposes. Reimbursement may be at this rate or at the actual cost, whichever is the lesser of the two. **This maximum rate will be based on information that will not be available until the submission review process.** The TSA reserves the right to modify the maximum rate during the period of performance as necessary to optimize the impact of the program. Currently the maximum hourly rate for reimbursement is actual costs not-to-exceed \$20.00/hr.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment. For information regarding SAM, please refer to <https://www.sam.gov/SAM/>.

B. TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in this Agreement and the Statement of Joint Objectives (SOJO). Participant is required to provide mandated LE services regardless of funding level or period funding is received.

C. Requests for Reimbursement must be submitted to the FSD or FSD Designee for certification by the end of the month following the monthly period of performance (e.g., request for January's period of performance must be submitted no later than February 28th). The Participant will provide monthly invoices, using TSA Form 3503 (2/18) rev. [File:2800.15], to the FSD/TSA designee and/or Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement.

Monthly invoicing consists of services provided from the 1st day of the month to the last day of the month. Detailed documentation must be submitted for each item for which reimbursement is requested; for example, checkpoint logs, timesheets, and/or appropriate validation from payroll for each individual LEO's fully burdened salary rate as described in the SOJO. Invoices and documentation supporting amount and number of hours billed will be submitted to the FSD no more than 45 days after the end of the

monthly period of performance; invoices submitted more than 45 days after the end of the performance period may be rejected.

D. The final Request for Reimbursement is due within 45 days of the end of the Program Period and must be annotated as final.

E. Include the Tax Identification Number and the Electronic Funds Transfer (EFT) Banking Information with the Request for Reimbursement. Please note that this information must be consistent with the information in the Participant's SAM account. Inaccurate information may result in delayed payment.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

ARTICLE IX – AUDITS

TSA shall have the right to examine or audit relevant financial records for each Participant facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, Participant shall maintain: project records, technology maintenance records, and data associated with this project while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this project for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require Participant, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE X – AUTHORIZED REPRESENTATIVES

TSA Contacts

Contracting Officer (CO)
Kurt Allen
TSA/Contracting and Procurement
701 S. 12th St. Arlington, VA 20598-6018
Ph: 571-459-3858
Email: kurt.allen@tsa.dhs.gov

Program Manager/Contracting Officer's Representative (COR)
Aimee Jackson
TSA/LEO Reimbursement Office
601 S. 12th St. Arlington, VA 20598-6018
Ph: 571-227-1532
Email: aimee.jackson@tsa.dhs.gov

Deputy Program Manager
Wendy Palacio
TSA/LEO Reimbursement Office
601 S. 12th St. Arlington, VA 20598-6018
Ph: 571-227-2451
Email: wendy.palacio@tsa.dhs.gov

Contracting Officer's Representative (COR)
Yarley Jean
TSA/LEO Reimbursement Office
601 S. 12th St. Arlington, VA 20598-6018
Ph: 571-227-5309
Email: yarley.jean@tsa.dhs.gov

Participant Contacts

Executive Director
Angela Padalecki
Grand Junction Regional Airport
2828 Walker Field Drive, Ste 301
Grand Junction, Colorado 81506-8660
Ph: 970-852-1247
Email: apadalecki@gjairport.com

Director of Finance
Sarah L. Menge, CPA
Grand Junction Regional Airport
2828 Walker Field Drive, Ste 301
Grand Junction, Colorado 81506-8660
Ph: 970-248-8581
Email: smenge@gjairport.com

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Participant will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Participant as a change in scope or liability to either party.

ARTICLE XI - LIMITATIONS ON LIABILITY

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it

harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

Participant has the affirmative duty to notify the TSA Contracting Officer in the event that Participant believes that any act or omission of a TSA agent or employee would increase Participant costs and cause the Participant to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VII (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Participant receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Participant must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Participant. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Participant or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, Participant may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of Participant. The modification shall cite the subject provision to this 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. Reasonable administrative

modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVI - 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.

A. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the OTA Agreement holder (Participant) would fall under the provision of 49 CFR § 1520.7(k): *Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.*

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the Agreement Holder. The Agreement Holder shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these

contract provisions, and with a copy of the *SSI Quick Reference Guide for DHS Employees and Contractors*.

(Non-Disclosure Agreements (NDAs). The Contracting Officer will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

B. Publicity and Dissemination of Agreement Information

The Agreement holder shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement without the prior written consent of the Contracting Officer. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in Management Directives 1700.3 and 1700.4. The Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

ARTICLE XVII – MINIMUM QUALIFICATIONS OF LEO PERSONNEL FOR WHICH PARTICIPANT MAY BE REIMBURSED UNDER THIS AGREEMENT

A. Have authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located:

- A crime committed in the presence of the individual, or
- A felony, when the individual has reason to believe that the suspect has committed it;

B. Be identifiable by appropriate indicia of authority;

C. Be armed with a firearm and authorized to use it; *and*

D. Have completed a training program meeting the requirements of 49 C.F.R. § 1542.217(c) and (d), to include training in:

- The use of firearms;
- The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;
- The responsibilities of law enforcement personnel under the security program; and
- Any other subject TSA determines is necessary.

Category III and Category IV airports may apply to TSA for a waiver in order to be reimbursed for their provision of Armed Security Guards who do not fully meet all of the above qualifications.

TSA will review the qualifications of any such guards proposed to provide LE support on a case-by-case basis, to include these individuals' arrest authority and any law enforcement training they undergo, to determine-- in the agency's sole discretion-- whether they are sufficient for Program purposes.

ARTICLE XVIII – PERFORMANCE REVIEWS

A. The Program Manager shall review the monthly Certification sheets submitted by the FSD.

B. An annual performance review may consist of a comparison of the following:

- LEO evaluation/certification results
- Aviation Security Inspector (ASI) Compliance Reports
- Consolidated invoiced and actual cost reports
- Performance and Results Information System (PARIS) Reports
- Performance Measurement Information System (PMIS) Reports
- Airport Information Management System (AIM)

**TRANSPORTATION SECURITY ADMINISTRATION
LAW ENFORCEMENT OFFICER PROGRAM
STATEMENT OF JOINT OBJECTIVES
Calendar Years 2020 – 2022**

Attachment 3

This document defines the responsibilities and conditions that the **Grand Junction Regional Airport - GJT** (hereinafter referred to as the "Participant") agrees to as part of the Transportation Security Administration (TSA) Airport Law Enforcement Personnel Reimbursement Program (hereinafter referred to as the "Program.") This document also defines the responsibilities and participation of the TSA.

This Agreement may include terms above and beyond regulatory requirements, to include those outlined in an Airport Security Program (ASP). Any such terms are intended to supplement, rather than replace or modify, applicable regulatory requirements. Nothing in this Agreement diminishes, eliminates, or otherwise affects the Participant's obligation to adhere to regulatory and other mandated requirements.

The authority to enter into this Agreement is granted by 49 U.S.C. §§ 106(l) and (m), as well as 49 U.S.C. § 114(m). TSA has programmatic authority for the activities undertaken in this Agreement pursuant to 49 U.S.C. §§ 44901(h), 44903(c) and 44922(f), along with 49 C.F.R. §§ 1542.215 and 1544.103. The effective date of the Agreement will be the date of signature by the TSA Contracting Officer.

This Statement of Joint Objectives (SOJO)/Attachment 3 can and should be modified as appropriate to adequately support operational requirements. However, in order for any such modification to be effective, it must be signed by both the Participant and an authorized TSA official. Any modification affecting the funding of this Agreement requires the specific written authorization of the TSA Contracting Officer.

The Participant agrees to provide qualified law enforcement services, through **G4S Secure Solutions Inc. (Security Guards)** on-site at **GJT** during TSA screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive 1542 (series), regulations, and other authorities regarding law enforcement services.

Both the Participant and TSA recognize that there is a broad range of activities that Law Enforcement Officers (LEOs) engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding provided under this Agreement is intended to support a highly visible LEO presence through **on-site** flexible, fixed, or a combination of the two (hybrid)¹ LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

Unless a waiver has been granted² in writing from an authorized TSA official, regardless of their position or title any individual who provides law enforcement support as outlined in this

¹ Refer to LEO Reimbursement Terminology (Attachment 2) for definitions of these terms.

² Only Category III and Category IV airports may be eligible for reimbursement for their provision of Armed Security Guards who do not fully meet all of the qualifications set forth in 49 C.F.R. § 1542.217. TSA has sole discretion and authority in determining whether the qualifications of any such individuals proposed by an airport are sufficient for Program purposes.

Agreement must possess all of the qualifications of a LEO set forth at 49 C.F.R. § 1542.217, while on duty at the airport. The TSA will provide partial reimbursement for on-site support of the TSA screening activities pursuant to the terms of this Agreement. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider will:

- Provide consistent support of TSA's screening operations, including responding in person to calls involving attempts to bring prohibited items through the checkpoint, suspicious persons, suspicious circumstances, duress alarms, disorderly persons, and similar incidents and tasks.
- Follow an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.

In addition, the FSD and the Participant will determine, where appropriate, the level of participation in TSA's Layered Security Programs, such as Advanced Threat Local Allocation Strategy (ATLAS), Table Top Exercises, Breach Drills, and Joint Vulnerability Assessments (JVAs).

Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), regulations, the ASP, and other authorities regarding LE services as noted above. Should the Participant fail to comply with the provisions outlined in this Agreement, it may face full or partial forfeiture of payment and/or sanctions up to removal from the Program. The Participant may be given up to 60 days to take corrective action(s) and rectify any identified compliance issue(s).

TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES

1. Based on the availability of funds, TSA will provide partial reimbursement to the Participant to offset the cost to carry out Aviation LE responsibilities in support of TSA passenger checkpoint screening and other agreed-upon activities; focusing on checkpoint support.

TSA will provide partial reimbursement of the actual/direct costs of "fully burdened" Patrol Officers or equivalent salaries, **up to** the established "not-to-exceed" (NTE) ceiling.

Fully Burdened Rate includes:

- Base salary
- Social Security
- 401(k)/403(b)/457 plans
- Disability Insurance
- Health care benefits
- Pension
- Life Insurance

TSA will NOT cover overhead, overtime rates, or administrative costs.

2. TSA will process Participant monthly invoices promptly after obtaining FSD signature certifying that work was performed in accordance with the Agreement.
3. TSA will notify the Participant, promptly and in writing, of any changes in the points of contact for invoicing or other issues involving the Agreement.
4. TSA will provide on an as-needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security and LE topics.

5. The FSD and/or FSD designee will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.

PARTICIPANT RESPONSIBILITIES IN SUPPORT OF TSA PASSENGER CHECKPOINT SCREENING AND OTHER AGREED-UPON ACTIVITIES:

1. The Participant agrees to maintain a law enforcement presence and support that is adequate to support each system for screening persons and accessible property. This law enforcement presence provides for the safety and security of persons and property against an act of criminal violence or aircraft piracy, and assists in preventing the introduction of TSA prohibited items.
2. The FSD, in consultation with the Participant, has determined that on-site **HYBRID/COMBINATION** stationing is appropriate. Participant agrees to maintain, on a reimbursable basis, 1 LEO(s) to provide visible Law Enforcement presence in the vicinity of the screening checkpoint(s) during the hours of checkpoint operations each day.³

This requirement is subject to change in accordance with the terms outlined in Paragraph #4 on page 1.

3. The Participant will provide monthly invoices to the FSD and to the Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. Monthly invoicing consists of services provided from the first day of the month to the last day of the month.
4. Invoices must be submitted to the FSD no later than 45 days after the end of the invoiced period of performance.
5. The Participant will notify the FSD, promptly and in writing, of any changes to the points of contact for this Agreement or in the law enforcement agency providing the LE services.
6. The Participant will notify the FSD and LEO Reimbursement Program Office, promptly and in writing, if for any reason the Participant desires to terminate participation in the Program. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.
7. The Participant shall coordinate all media releases related to the Agreement with the FSD; other contact with or by media on the terms and conditions of the LEO Reimbursement Agreement shall be referred to the Contracting Officer.

³ If utilizing Flexible Stationing or Hybrid Stationing, Participant must provide a separate document, password-protected, outlining specific LE response time to non-emergency/ routine TSA calls for assistance. **Please note that LEO response times in excess of 5 minutes are unacceptable.** Additionally, a separate document shall be attached to the SOJO describing, graphically and/or in writing, the area of the airport comprising the "vicinity of the checkpoint."

8. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.
9. In accordance with Federal, State, and Local statutes, the Participant will promptly furnish on request to any authorized TSA representative incident reports, police reports, and other information dealing with Aviation Security and/or each law enforcement response to transportation security incidents at the airport and in connection with TSA administrative inquiries.
10. The Participant will fully cooperate with regulatory and other TSA investigations.
11. The Participant will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.
12. **REQUIRED PARAGRAPH TO BE COMPLETED BY THE FSD, IN CONSULTATION WITH THE PARTICIPANT:**

G4S Secure Solutions Inc. (Security Guards) at Grand Junction Regional Airport (GJT) will utilize Hybrid/Combination Stationing which will allow the single LEO/Security Guard, assigned to the checkpoint, to maintain a highly visible presence at the checkpoint and remain within close proximity.

During peak periods G4S Secure Solutions Inc. will maintain **one** dedicated, highly visible Security Guard at the checkpoint and the vicinity/close proximity of the checkpoint at all times while the checkpoint is in operation. The Hybrid/Combination Security Guard will be responsible for supporting TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks. The Security Guard will follow established LE response standards which are mutually acceptable to the FSD, participant, and LE service provider (G4S Secure Solutions Inc. and/or Grand Junction Police Department).

****A security guard waiver document has been executed and submitted per this agreement.**

Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and which do not interfere with the LEOs' ability to provide immediate response to incidents at the screening checkpoints. For the purposes of this Agreement, LEO response times in excess of 5 minutes are unacceptable. If utilizing Flexible Stationing or Hybrid/Combination Stationing, Participant must include

specific LE response times to non-emergency/ routine TSA calls for assistance and details of LEO support being provided in support of passenger screening in this section.

ATTACHMENTS

The TSA may provide administrative and informational updates to the attachments (i.e., updates to the HQ Program Staff listing) without re-issuance of this Agreement. Any new attachment(s) or significant changes to the current attachments will be accomplished through written modifications as provided for in the Terms and Conditions of the Agreement.

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, including Sensitive Security Information (SSI).

Participant Signature, Authorizing Official

Date

Typed Name

Title

Federal Security Director (or designee)

Date

Typed Name

Title

Michael Neener

Assistant Federal Security Director
Law Enforcement