

AGREEMENT

This Agreement is entered into this _____ day of August 2021, by and between the Luzerne County District Attorney's Office (hereinafter "DAO") and the Wilkes-Barre/Scranton International Airport, 100 Terminal Drive, Suite 1, Avoca PA 18641 ("the Airport").

WITNESSETH:

WHEREAS, the Airport has entered into an agreement with the federal Transportation Security Administration ("TSA") wherein it has agreed to joint objectives with the TSA, including requirements and parameters for the provision of Law Enforcement Officers ("LEOs") at airport security checkpoints;

WHEREAS, the Airport must provide LEOs to perform security checkpoint functions as mandated by the federal TSA;

WHEREAS, the Airport does not have sufficient qualified LEOs on staff to perform the required security checkpoint functions;

WHEREAS, the Airport desires to hire the DAO to supply qualified LEOs to perform the security checkpoint functions in accordance with the terms and conditions set forth herein;

WHEREAS, the Airport and the DAO have agreed to enter into an Agreement whereby the DAO will supply qualified LEOs in the form of Task Force Officers to the Airport to perform security checkpoint functions in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The Airport agrees to retain the DAO to supply qualified LEOs to perform law enforcement functions at the Airport's security checkpoint.
2. At all times during the term of this Agreement, the Airport shall maintain an agreement and statement of joint objectives with the TSA wherein requirements, standards and parameters for the provision of LEOs at security checkpoints are enumerated.
3. At all times during the term of this Agreement, the DAO's LEOs supplied to the Airport will perform law enforcement duties at the Airport in furtherance of and in enforcement of the laws and statutes of the U.S. Government, the Commonwealth of Pennsylvania, pursuant to any and all standards and/or regulations of the TSA, and in accordance with the Airport's Rules and Regulations.
4. At all times during the term of this Agreement, the Airport shall notify the DAO if any agreement or statement of joint objectives with the TSA is modified and/or cancelled, including any and all standards. Additionally, the Airport shall provide to the DAO's LEOs any Airport Rules and Regulations which LEOs are expected to adhere to and/or enforce, including any modifications and/or amendments made thereto during the term of this Agreement.

5. The Airport will pay twenty-three (\$23) per hour for each hour worked by any LEO at the Airport pursuant to this Agreement. However, the Airport shall pay thirty-four dollars & fifty cents (\$34.50) per hour any time worked:
 - a. On any federal holidays.
 - b. In the event an LEO is MANDATED to work in excess of 8 hours in one day due to lack of a replacement; and
 - c. For any hours in excess of 40 hours per week for any employee.
6. The DAO will supply qualified LEOs to the Airport to perform security checkpoint functions at the Airport 365 days per year, during operational periods of security checkpoint screening between the hours of 5:00 am through 7:00 pm.
7. The Airport shall pay the DAO on a monthly basis all amounts owed for LEO services rendered within ten (10) days of receipt of an itemization of said services from the Township.
8. The Airport shall pay for or reimburse the DAO for LEO Uniforms which shall consist of 2 pairs of BDU/Cargo-type pants, 2 short –sleeve shirts and 2 long-sleeve shirts.
9. The LEOs supplied to the Airport by DAO shall at no time be considered or deemed employees of the Airport.
10. The Airport shall act as a liaison between the TSA as needed.
11. The Airport shall cooperate with the DAO coordinating the shift scheduling of LEOs.
12. The DAO with the assistance of the Airport shall ensure that all LEOs supplied to the Airport complete any required TSA training prior to providing any services to the Airport under this Agreement. The Airport shall provide any and all assistance within its power to facilitate any required training of the Borough's LEOs during the term of this Agreement. The cost for such training shall be paid by the Airport or reimbursed to the DAO by the Airport.
13. All LEOs shall swipe their Airport issued ID badge at the 1st Floor E-Lane upon arrival at the Airport and upon leaving the Airport, and they shall also sign-in and sign-out at the beginning and end of each shift to verify all times worked for each shift at the Airport.
14. Any LEO who needs to leave the Airport before his/her scheduled shift has ended, he/she must report that he/she is leaving to the Airport Security Officer on duty, the Airport Public Safety Department, or by calling 570-602-2021 before leaving.
15. If an LEO needs to miss a scheduled shift at the Airport for any reason, the LEO must contact his/her DAO Supervisor and Airport Public Safety Department at 570-602-2021 and advise the Airport of the absence and an estimated time for a replacement LEO to arrive to work the scheduled shift unless another arrangement is made in writing between the parties.

16. If a LEO responds to an incident at the Airport during a work shift (at the checkpoint or elsewhere on the Airport premises), the LEO must report the incident details (as much as required by protocol) to his/her DAO Supervisor and the Airport Security Officer on duty in order to facilitate Airport Security's proper completion of Security Shift Reports and to foster good communications between the LEO, Airport Security, the Airport Public Safety Department, the TSA and the Airport Administration.
17. Any items confiscated by a LEO during a work shift including, but not limited to, ammunition, weapons and/or drugs, shall be removed from the Airport premises by the LEO handling the incident.
18. All LEOs supplied to the Airport by DAO shall be permitted to park their law enforcement vehicle(s) in front of the Airport Passenger Terminal in the parking spaces specifically designated for such use. If a personal vehicle is utilized it shall be parked in the Administrative Parking lot in space #22.
19. Term. This Agreement shall be effective beginning August 1, 2021 lasting through July 31, 2022.
20. Renewal. A one-year renewal is available should both parties agree to exercise it in writing.
21. Termination. This Agreement may be terminated at any time with or without cause prior to the expiration of any term if one party provides thirty (30) days written notice to the other party. However, if the TSA reduces the amount it will agree to reimburse the Airport for LEOs who perform security checkpoint duties to less than \$23.00 per hour at any time, the Airport may terminate this Agreement immediately.
22. If either party fails to fulfill any of its obligations under this Agreement at any time, the non-offending party may provide written notice to the offending party that it is in breach of this Agreement. If notice of such breach is provided and the breach is not cured within fifteen (15) days, then the non-offending party shall have the right to terminate this Agreement immediately at the conclusion of such notice period. In the event of such termination, neither party shall be relieved of any obligations incurred prior to such termination nor shall the non-breaching party have any and all rights and remedies available at law or in equity against the breaching party. No single exercise of a remedy shall be deemed an election to forgo any other remedy and any failure to pursue a remedy shall not prevent, restrict or otherwise modify its exercise subsequently.
23. Indemnification. The Airport hereby agrees to indemnify, defend and hold harmless Luzerne County, the DAO, their employees, successors and assigns from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including attorneys fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or in part, any act, omission, negligence or fault of the Airport, its agents or employees in connection with this Agreement, including, but not limited to, those in connection with the loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by the Airport, its agents and/or employees. This obligation to indemnify, defend and hold harmless shall survive

termination and/or expiration of this Agreement, as they pertain to the covenants and clauses contained in this agreement.

23. The parties each represent and warrant that they have the power and authority to enter into this Agreement and to fully perform all obligations hereunder, that this Agreement has been executed by their duly authorized representative, and that they are under no contractual or other legal obligation which would interfere in any way with the full, prompt, and complete performance of their obligations under this Agreement.
24. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
25. Any notice herein required or permitted to be given will be given in writing and may be delivered personally to the parties as follows: by express courier, or sent by registered or certified mail, postage and fees prepaid, with return receipt requested to the address specified herein or, if different, then to most current address of the other party known to the party giving such notice. Either party may from time to time specify or change the address for such notice by giving written notice thereof to the other party in the manner herein above provided. A notice will be deemed given and received on the date it was delivered to the other party.

If to: Luzerne County District Attorney
200 North River Street
Wilkes-Barre, PA 18711

If to: Wilkes-Barre/Scranton International Airport
100 Terminal Drive
Avoca, PA 18641

26. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of terrorism, strikes, riots, embargos, war, invasion, acts of civil or military authorities, fire, floods, explosion, earthquakes, accidents, delays in carriers, acts of God, and all other delays beyond the party's reasonable control, provided that such party gives prompt written notice of such Force Majeure event to the other party within ten (10) business days. The time for performance will be extended for a period equal to the duration of the Force Majeure event, but in no event longer than thirty (30) days absent a written agreement signed by both parties.
27. Severability. In the event that any provision in this Agreement is subject to an interpretation under which it would be void or unenforceable, such provision will be construed so as to constitute it a valid and enforceable provision to the fullest extent possible, and in the event that it cannot be so construed, it will, to that extent, be deemed deleted and separable from the other provisions of this Agreement, which will remain in full force and effect and will be construed to effectuate the purposes of this Agreement to the maximum legal extent.
28. Governing Law and Venue. This Agreement will be construed in accordance with the substantive laws of the State of Pennsylvania, including its conflict of law rules. The venue for any judicial proceedings will be proper in the state and federal courts located in Pennsylvania and each of the parties hereby submits to the jurisdiction of such courts.

29. Headings and Presumptions. The headings of the sections of this Agreement are provided for convenience only and will not be used to limit or construe the contents of this Agreement. As this Agreement is a negotiated agreement, there will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it.
30. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, and which together will constitute one and the same agreement.
31. Number and Gender. Wherever used herein, the singular number shall include the plural, the plural number shall include the singular, and uses of any gender shall be applicable to all genders as is appropriate within the context hereof.
32. Remedies. Unless expressly set forth to the contrary, either party's election of any remedies provided for in this Agreement will not be exclusive of any other remedies available hereunder or otherwise at law or in equity, and all such remedies will be deemed to be cumulative.
33. Complete Agreement, Waiver and Modification. This Agreement constitutes the complete and exclusive understanding between the parties with respect to the subject matter hereof, superseding all prior negotiations, preliminary agreements, correspondence or understandings. No waiver or modification of any provision of this Agreement will be binding unless in writing and signed by each of the parties. No waiver of a breach hereof will be deemed to constitute a waiver of a further breach, whether of a similar or dissimilar nature.
34. Signatures. The signing of this Agreement below by an authorized representative of each party is an affirmation by each party of its intent and agreement to be bound by all the terms and conditions set forth above.

ACCEPTED AND AGREED:

Date: _____

By: _____

Title: _____

Date: _____

WILKES-BARRE/SCRANTON INTERNATIONAL AIRPORT

By: _____

Title: _____