Memorandum of Agreement

between

Martha’s Vineyard Airport Commission

and

Town of West Tisbury

**ARTICLE 1. PARTIES**

This Memorandum of Agreement (MOA), or otherwise referred to herein as “Agreement,” between the Martha’s Vineyard Airport Commission (Commission) and the Town of West Tisbury (Town) concerns services provided at the Martha’s Vineyard Airport by the West Tisbury Police Department.

**ARTICLE 2. SCOPE**

A. Purpose:

The purpose of this agreement is to provide financial reimbursement to the Town of West Tisbury for its costs in providing law enforcement services by the West Tisbury Police Department at the Martha’s Vineyard Airport and as determined by the Transportation Security Administration (TSA) at the Airport Passenger Screening Checkpoint location.

B. Contributions of the Parties:

1. The Commission agrees to reimburse payroll expenses for the law enforcement officers supplied by the West Tisbury Police Department to provide coverage on premise and at the Airport Passenger Screening Checkpoint location. Some administrative, training and supervisory expenses may be included with the total not to exceed the amount in Article 4. Reimbursement is subject to the availability of appropriated funding for this purpose. Such funding shall cover services provided from the inception of this agreement until such time as the Martha’s Vineyard Airport Commission assumes responsibility for said services in accordance with Article 3, Effective Date and Term, or such time that this MOA is terminated in accordance with Article 7.

2. The West Tisbury Police Department is responsible for providing law enforcement officers to perform the duties outlined below.

a. The West Tisbury Police officers are responsible for providing law enforcement duties in accordance with the TSA’s Law Enforcement Officer Responsibilities required in the Statement of Joint Objectives (SOJO). Reference 2020 MVY TSA LEORP SOJO, as signed and agreed to by both TSA and Martha’s Vineyard Airport Commission.

b. The West Tisbury Police officers are responsible for providing law enforcement duties other than the TSA requirements, as follows. The responsibilities include, and are not limited to:

- Traffic management in front of the terminal building, including Taxicab, bus and public vehicle compliance.

- Traffic management at Airport Road and West Tisbury Road, as needed and under mutual agreement with the Edgartown Police Department.

- Parking monitoring of Short-Term parking in Lots: A, B, C, Rental Car Lot (illegally parked, TNC compliance, etc.)

- Parking monitoring of Restaurant, Employee Lot and 30-minute parking enforcement, to include ticketing as applicable and towing if necessary.

- As needed Security Perimeter Fence patrol and Business Park patrol, under mutual agreement with the Edgartown Police Department.

**ARTICLE 3. EFFECTIVE DATE AND TERM**

The effective date of this agreement is July 1, 2022 and it shall continue in effect until June 30, 2025, or earlier if terminated by parties provided herein. The Martha’s Vineyard Airport Commission may choose to extend the term of this agreement, at its sole discretion, for up to an additional 90 days beyond the above stated completion date. The termination of this agreement by either party does not, in itself, relieve the Commission from compliance with any federal law, rule, regulation or directive in effect.

**ARTICLE 4. FUNDING AND PAYMENT**

A. The total estimated cost of the agreement shall not exceed Year 1: $375,737.49 / Year 2: $402,039.11 / Year 3: $430,181.85 as reimbursement for the West Tisbury Police department providing the required law enforcement in accordance with the TSA’s Statement of Joint Objective (SOJO). Reimbursement does not include reimbursement of any fees or profit.

This amount is considered a ceiling that the West Tisbury Police Department may not exceed (except at their own risk) without the written approval of the Martha’s Vineyard Airport Commission.

The ceiling amount of this agreement is $1,207,958.45 . This ceiling may be increased if needed, by mutual agreement of the parties. The amount presently estimated for payment and allotted to this Agreement for Year 1 is $375,737.49. Each year’s allotment is to be submitted with each annual Airport budget as submitted to, and approved by MVAC, with contingent approval each fiscal year as applicable, through the end of the term of this agreement.

This agreement may be incrementally funded pursuant to the availability of funds.

B. This is not a funds obligation document. Funds will be obligated by a separate purchase order. Reference: Budget Projections Worksheet for “not to exceed” amount for budget purposes ONLY. Actual rates are expected be lower than amounts used for budgeting. - WTPD to supply Martha’s Vineyard Airport with the scale classification of each officer assigned to the Airport, along with the approved Town pay scale for Airport budgeting. The scale and classification need to be provided at the start of the agreement and updated each fiscal year upon Town approval of the scale.

**ARTICLE 5. INVOICING AND TSA/DHS REIMBURSEMENT**

Invoices from WTPD must be submitted to MVY within the first ten (10) days of the month, for the prior month’s services. Invoicing of duties performed must be split as follows:

A. First (primary) Invoice for TSA/MVY SOJO (Statement of Joint Objectives) responsibilities. This invoice should include the standard cover sheet and daily hour breakout. This should reflect the hours for TSA checkpoint coverages and any other duties as required by the TSA/MVY SOJO.

B. Additional Invoice(s) for either (or both) of the following:

1. WTPD duties, services or coverages which do not fall under the description of the SOJO. This includes law enforcement operations, traffic control, ticketing, etc., performed on MVY properties which do not include checkpoint coverage.

2. Vacation coverage. When the primary assigned WTPD LEO takes vacation and an alternate officer is assigned to MVY coverage. The vacation hours for the primary assigned LEO should be invoiced separately as vacation pay, and not appear on the primary invoice for hours worked, satisfying duties of the SOJO. (The alternate officer hours are checkpoint and/or fulfilling the SOJO, and should be included on the primary invoice to MVY.)

Invoices will be reviewed and submitted for payment through the County of Dukes County warrant processes. Martha’s Vineyard Airport Commission will prepare DHS invoice submitted to TSA/DHS by MVY for partial reimbursement through grant funding.

**ARTICLE 6. AUDITS**

The Martha’s Vineyard Airport Commission shall have the right to examine or audit relevant financial records for a period not to exceed three (3) years after the expiration of this Agreement. The Town must maintain an accounting system that complies with generally accepted accounting principles.

**ARTICLE 7. CHANGES, MODIFICATIONS**

Changes and/or modifications to the Agreement shall be in writing, no less than ninety (90) days’ notice, and signed by the Director of Martha’s Vineyard Airport and the Chief of Police of West Tisbury Police Department. The written notice shall cite the subject Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of the Agreement.

**ARTICLE 8. TERMINATION**

A. The Martha’s Vineyard Airport Commission may terminate this MOA upon no less than ninety (90) days’ notice in the event of (i) a failure of the West Tisbury Police Department to fulfill its duties or services required under this MOA, or (ii) a material change in the TSA Airport Passenger Screening Checkpoint requirements which eliminates or materially reduces the need or requirement for police department services at the Airport. Upon termination, Martha’s Vineyard Airport Commission shall pay all amounts due and owing through the termination date.

B. In the event of termination or expiration of this Agreement, any funds which have not been spent or obligated for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be de-obligated from this MOA.

**ARTICLE 9. ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of the Agreement or any law, regulation or SOJO, the inconsistency shall be resolved by giving preference in the following order:

(a) Laws, Regulations, SOJO

(b) This MOA, then

(c) Any mutually agreed appendix thereafter to this MOA (if applicable)

**ARTICLE 10. 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.

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| **AGREED** Town of West Tisbury  | Martha’s Vineyard Airport  |
| BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

Approved as to form:

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Town Counsel