



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
8

Meeting Date: **APRIL 7, 2011**

Subject:

Authorize President/CEO to Execute a Memorandum of Agreement Between the Transportation Security Administration and the San Diego County Regional Airport Authority Regarding Lost and Unclaimed Personal Property.

Recommendation:

Adopt Resolution No. 2011-0050, authorizing the President/CEO to execute a Memorandum of Agreement between the Transportation Security Administration at San Diego International Airport ("TSA at SAN") and the San Diego County Regional Airport Authority ("SDCRAA") regarding lost and unclaimed personal property.

Background/Justification:

During the period that the San Diego Unified Port District ("Port District") operated the San Diego International Airport ("Airport"), the Port District, through its San Diego Harbor Police Department ("Harbor Police"), was responsible for and operated the Lost and Found Facility at the Airport.

The San Diego County Regional Airport Act, as amended, Cal. Pub. Util. Code §§ 170000 *et seq.* ("Act"), which establishes the Authority, provides in §170062(f) that the "San Diego Harbor Police Department shall have the exclusive contract for law enforcement services at the San Diego International Airport." To implement this provision of the Act, the San Diego Unified Port District ("Port District") and the Authority entered into the Police Services Agreement ("Agreement") as of December 31, 2002. The Agreement in Article I, §1.1 (entitled "The Services") states in part that "the Port shall perform the law enforcement services at the Airport. The Agreement listed as one of the law enforcement services to be performed by the Port District: "The receiving, care, storage, custody, recording, and disposition of all unclaimed property at the Airport" ("Lost and Found Services"). Harbor Police reported that nearly 10,000 lost articles are turned into the Lost and Found Facility a year. The majority of the articles were left behind at Transportation Security Administration run checkpoints.

Harbor Police requested to be relieved of the responsibility of Lost and Found Services and for the operation of the Airport's Lost and Found Facility. The Authority is authorized to perform lost and found functions. The Act, as amended, authorizes the Authority to "act as a city police department, city, local government or public agency" for purposes of receipt, care, restitution, sale, and destruction of lost property as provided in Cal. Civ. Code §§2080 *et seq.*

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On May 6, 2010, the Board approved the following four actions:

- a. Authorized the President/CEO to negotiate and execute an amendment to the Police Services Agreement to rescind the provision tasking the Harbor Police to provide Lost and Found Services at the airport. The rescission would be effective July 1, 2010.
- b. Authorizing the adoption of policy 8.24 ("Lost and Found Property") which set forth the policy and procedures for the receipt, custody, and disposition of lost property found at facilities and airports operated by the Authority.
- c. Authorized the amendment of Code 7.13 ("Lost and Found Property") which more clearly sets forth the obligations of individuals finding property lost at the airport.
- d. Authorized the President/CEO to take other necessary actions required to effect the transfer of the Lost and Found Facility and to effectively manage the receipt, custody, and disposition of lost articles found at the airport.

This Memorandum of Agreement sets forth the terms by which TSA at the Airport will transfer custody of unclaimed articles to the San Diego County Regional Airport Authority lost and found. TSA, on a daily basis will deliver all personal property found at passenger screening checkpoints and baggage screening zones and areas to the Lost and Found.

This procedure exists today and is being formalized through this Memorandum of Agreement (Attachment A).

Fiscal Impact:

There is no fiscal impact.

Environmental Review:

- A. CEQA: This Board action, as an administrative action, is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

The Authority's small business program promotes the utilization of small, local, disadvantaged, and other business enterprises, on all contracts, to provide equal opportunity for qualified firms. By providing education programs, making resources available, and communicating through effective outreach, the Authority strives for diversity in all contracting opportunities.

The Authority has a Disadvantaged Business Enterprise ("DBE") Plan as required by the Department of Transportation, 49 CFR Part 26. The DBE Plan calls for the Authority to submit an annual overall goal for DBE participation on all federally funded projects. This project does not utilize federal funds; therefore, it will not be applied toward the Authority's over-all DBE goal.

Prepared by:

MURRAY BAUER
Director, Landside Operations

RESOLUTION NO. 2011-0050

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY AUTHORIZING THE PRESIDENT/CEO TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE TRANSPORTATION SECURITY ADMINISTRATION AND THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY REGARDING LOST AND UNCLAIMED PERSONAL PROPERTY.

WHEREAS, on July 1, 2011, the SDCRAA assumed responsibility for the Lost and Found Office and the daily functions associated with the operation of that office; and

WHEREAS, pursuant to Cal. Pub. Util. Code §170036, the Authority is authorized to "act as a city police department, city, local government or public agency" for the purposes of receipt, care, restitution, sale, and destruction of lost property as provided in Cal. Civ. Code §§2080 *et seq*; and

WHEREAS, the daily function of the lost and found is administered by existing Authority personnel.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the President/CEO to execute a Memorandum of Agreement ("Attachment A") between the Transportation Security Administration at San Diego International Airport and the San Diego County Regional Airport Authority regarding lost and unclaimed personal property; and

BE IT FURTHER RESOLVED the San Diego County Regional Airport Act authorizes the Authority to "act as a city police department, city, local government public agency for the purpose of receipt, care, restitution, sale, and destruction of lost property as provided in Cal. Civ. Code §§2080 *et seq*."

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a regular meeting this 7th day of April, 2011, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

MEMORANDUM OF AGREEMENT
BETWEEN THE TRANSPORTATION SECURITY ADMINISTRATION AT
SAN DIEGO INTERNATIONAL AIRPORT ("TSA at SAN")
AND THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY ("SDCRAA")
REGARDING LOST AND UNCLAIMED PERSONAL PROPERTY

1. PARTIES.

The parties to this Agreement are TSA at SAN and SDCRAA.

2. BACKGROUND and LEGAL AUTHORITY.

BACKGROUND. SDCRAA is established as a local governmental entity of regional government pursuant to The San Diego County Regional Airport Authority Act (Cal. Pub. Util. Code §§170000 *et seq.*). Pursuant to Cal. Pub. Util. Code §170056, SDCRAA is the operator of the San Diego International Airport – Lindbergh Field ("SAN"). Pursuant to Cal. Pub. Util. Code §170016, which authorizes SDCRAA to adopt rules and regulations for the administration, maintenance, operation and use of its facilities, the Board of Directors of SDCRAA adopted Policy §8.24 to establish a policy for the receipt, custody, care, restitution, and disposal of lost items of personal property found at airports operated by SDCRAA. Policy §8.24 is incorporated by reference in this Agreement and is available at SDCRAA's website:

http://www.san.org/documents/corp_serv/Policies/Article%208/Policy%208.24%20Lost%20and%20Found%20Property.pdf

b. LEGAL AUTHORITY.

i. TSA at SAN is authorized to enter into this Agreement pursuant to 49 U.S.C. §114(m) and §102(b)(2) of the Homeland Security Act of 2002, Pub. L. 107-296. This Agreement is authorized under the provisions of 41 C.F.R. §§101-48.102-1, 101-48.306-1, and 102-36.320.

ii. SDCRAA is authorized to enter this Agreement by Cal. Pub. Util. Code §170040.

3. PURPOSE. This Agreement sets forth the terms by which TSA at SAN will transfer custody to SDCRAA of unclaimed articles of personal property found at TSA at SAN passenger screening checkpoints and baggage screening zones and areas ("TSA Areas").

4. RESPONSIBILITIES OF TSA at SAN. TSA at SAN shall on a non-reimbursable basis:

a. Take temporary custody of lost or abandoned articles of personal property found within the TSA Areas.

b. Exert reasonable, best efforts to timely return all articles of personal property lost or abandoned at TSA Areas to the property's rightful owner.

c. For unclaimed articles, other than money and excluded items, that have not been returned to the article's rightful owner:

i. On a daily basis, deliver such articles to the Lost and Found Facility operated by SDCRAA during the Facility's normal hours of operation.

ii. On delivery of such articles, provide the staff of SDCRAA's Lost and Found Facility ("Facility") with the information (i.e., description of each article, good-faith estimate of the value of each article, the time and location at which the article was found, the identity, if known, of the owners of the articles, and the identity of TSA-SAN personnel turning in the articles) needed to complete the receipt required in SDCRAA Policy §8.24(1)(b)[1]. Regarding the providing of a good-faith estimate, TSA personnel will

ATTACHMENT A

provide a broad category of valuation (less than \$100, greater than \$100, greater than \$500, etc.) rather than a specific value of each article of property.

- d. For unclaimed money:
 - i. Where the money was found in or with articles of personal property that identify the owner, deliver the money with the associated articles of personal property to the Facility in accordance with paragraph 4.c. above.
 - ii. Where the owner of the money may not be reasonably determined, retain and dispose of such money pursuant to 49 U.S.C. §44945.
- e. For excluded items: Take appropriate action to dispose of or to notify the appropriate party to retain custody of items listed as "excluded items" in SDCRAA Policy §8.24(3)(a) (i.e. contraband, animals, perishables, leaking containers, hazardous materials, firearms and/or ammunition).

5. RESPONSIBILITIES OF SDCRAA. SDCRAA shall on a non-reimbursable basis:

- a. Take custody of and store unclaimed articles delivered to the Facility by TSA at SAN personnel in accordance with SDCRAA Policy §8.24.
- b. Sign logs provided by TSA at SAN acknowledging receipt of unclaimed articles.
- c. Return articles to the rightful owner in accordance with SDCRAA Policy §8.24(3)(b)[3].
- d. Dispose of unclaimed articles in accordance with applicable California statutes and SDCRAA Policy §8.24(3)(b)[4].

6. POINTS OF CONTACT.

TSA at SAN: Stakeholder Manager
(619) 321.1328, (619) 523.2657 fax

SDCRAA: Director, Landside Operations
San Diego County Regional Airport Authority
P.O. Box 82776
San Diego, CA 92138-2776
(619) 400- 2693,

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7. EFFECTIVE DATE.

This Agreement is effective upon signature by both party's representative.

8. MODIFICATION.

This Agreement may be modified upon the mutual written consent of the parties.

9. SEVERABILITY.

Nothing in this Agreement is intended to conflict with current laws, statutes, regulations or directives of the TSA, the federal government, the SDCRAA, or the state of California. If a term of this Agreement is inconsistent with such legal authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

10. RIGHTS AND BENEFITS.

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ATTACHMENT A

Nothing in this Agreement is intended to diminish or otherwise affect the authority of either party to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or officers, state agencies, or officers carrying out programs authorized under federal law, or any other person, nor does it create any right or benefit, substantive or procedural, enforceable at law by any party against SDCRAA, its officers or personnel in performance of duties and responsibilities authorized under California law.

11. TERMINATION

The terms of this Agreement, as may be modified in accordance with Paragraph 8 above, will remain in effect until July 1, 2016. Either party has the right to terminate this Agreement by providing thirty (30) day prior written notice to the other party. Such termination shall be effective on the date specified in the written notice.

APPROVED BY:

Michael J. Aguilar 3-24-11

Michael J. Aguilar Date
Federal Security Director, TSA SAN

Thella Bowens Date
President/CEO,
San Diego County Regional Airport Authority

APPROVED AS TO LEGAL FORM

Legal Counsel

APPROVED AS TO LEGAL FORM

General Counsel