Pinellas County

Staff Report

File #: 22-1260A, **Version:** 1 **Agenda Date:** 9/8/2022

Subject:
Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services at the St. Pete-Clearwater International Airport for Fiscal Year 2023.

Recommended Action:
Approval of the Interlocal Agreement with the Pinellas County Sheriff's Office (PCSO) for law enforcement services at the St. Pete-Clearwater International Airport (PIE).

- The Interlocal Agreement with the PCSO ensures full-time law enforcement officer (LEO) coverage at PIE.
- There are 12 LEOs that provide 24-hour coverage seven days a week.
- The cost of the 12 LEO's salaries, benefits, vehicle cost, supervision, and equipment is $1,459,512.00 for Fiscal Year (FY) 2023. This cost represents a 3.01% increase over FY22's Interlocal Agreement cost of $1,416,840.00.

Contract in the amount of $1,459,512.00 for a one-year term commencing October 1, 2022 through September 30, 2023; Authorize the Chairman to sign and the Clerk of the Circuit Court to attest.

Strategic Plan:
Ensure Public Health, Safety, and Welfare
2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community

Summary:
This agreement provides 12 deputy sheriffs who are assigned on a full-time basis to PIE, with said deputies scheduled so at least two (2) deputies are on shift covering 24 hours per day, seven (7) days a week, and who shall be continuously present on PIE's property. The one-year term in the amount of $1,459,512.00 will commence October 1, 2022, and remain in effect through September 30, 2023, with the intent to renew annually thereafter. This one-year cost represents a 3.01% increase over FY22.

Background Information:
In October 2005, the Board of County Commissioners (Board) approved an Interlocal Agreement with the PCSO for law enforcement services for five (5) one-year terms. The first term commenced October 1, 2005 and remained in effect through September 30, 2006. It was renewed on an annual basis for the term of the agreement and expired September 30, 2010. The Board has approved annual Interlocal Agreements for the period of October 1 through September 30, from FY11 through FY22. On June 30, 2017, an amendment to the Interlocal Agreement, effective June 1, 2017, was approved increasing the deputies scheduled on duty from one (1) to two (2) deputies per shift; increasing the total number of deputies assigned to PIE from seven (7) to 12. The number of

deputies scheduled on duty at PIE has remained constant since FY17.

Fiscal Impact:
Total contract amount is $1,459,512.00 and includes LEO's salaries, benefits, vehicle cost, supervision, and equipment. This cost is consistent with the FY23 Proposed Operating Budget for both PIE (expenditures) and PCSO (revenues). This cost represents a $42,672, or 3.01% increase over FY22's Interlocal Agreement cost of $1,416,840.00. No negative budgetary impacts are anticipated.

Staff Member Responsible:
Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:
Pinellas County Sheriff's Office

Attachments:
Sheriff's Interlocal Agreement FY23
Sheriff's Interlocal Agreement FY22

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, Florida (hereinafter "COUNTY") and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH

WHEREAS, Florida Statute 163.01 provides for the execution of interlocal agreements between units of local government to provide services and facilities in a manner that will accord best with the needs of local communities; and

WHEREAS, the COUNTY is a political subdivision of the State of Florida, which owns, operates and maintains the ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (hereinafter "AIRPORT"); and

WHEREAS, the SHERIFF is authorized by Florida Statute 30.15 to provide law enforcement services within the geographic limits of Pinellas County, Florida; and

WHEREAS, Transportation Security Administration regulations require that no less than one (1) sworn law enforcement officer who possesses full police powers of arrest and who is armed and in uniform, be present at the AIRPORT when commercial airline passenger screening activities are underway; and

WHEREAS, the SHERIFF is agreeable to providing the law enforcement services required by the Transportation Security Administration and such other law enforcement services as may be mutually agreed to by the parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

SECTION I. DEFINITIONS

A. Airport Director

The person duly appointed by the Pinellas County Board of County Commissioners and vested by Pinellas County with responsibility for the overall management, operation, maintenance, planning and development of the St. Pete-Clearwater International Airport.

B. Airport

The St. Pete-Clearwater International Airport, a department of the Board of County Commissioners located in the unincorporated area of Pinellas County, Florida, and having scheduled air carrier passenger operations and required to

have and comply with Transportation Security Administration Part 1542 (Title 49 - Code of Federal Regulations) relating to Airport Security.

C. Airport Emergency Plan("AEP")

A program approved by the Federal Aviation Administration pursuant to Federal Aviation Regulation Part 139.325 for minimizing the possibility and extent of personal injury and property damage at the Airport for an aircraft emergency or bomb threat.

D. Airport Operations Area ("AOA")

The portion of the Airport designated and used for landing, taking off, or surface maneuvering of airplanes inside the perimeter fence of the Airport.

E. Airport Security Coordinator ("ASC")

The primary contact for Airport security matters and communication with the Transportation Security Administration and between Sheriff's deputies and the Airport Director.

F. Airport Security Program ("ASP")

A set of detailed written procedures for the safety of persons and property in air transportation and intrastate air transportation against acts of criminal violence and aircraft piracy as approved by Transportation Security Administration Part 1542.

G. Escort

To accompany or supervise an individual who does not have unescorted access authority to areas restricted for security purposes as identified in the ASP, in a manner sufficient to take action should the individual engage in activities other than those for which the escorted access is granted.

H. Federal Aviation Administration ("FAA")

A division of the United States Department of Transportation charged with the regulation of civil aviation to promote safety, security and development of the aviation industry.

I. Transportation Security Administration ("TSA")

A federal agency mandated to provide for checkpoint security at all commercial airports in the United States.

J. Law Enforcement Officer ("LEO")

A Deputy Sheriff assigned to the Airport pursuant to an agreement between the SHERIFF and COUNTY who meets the requirements of TSA Part 1542.215.

K. Sterile Area

An area to which access is controlled by the inspection of persons and property in accordance with the Airport Security Program.

L. Security Identification Display Area ("SIDA")

A portion of the Airport specified in the ASP in which security measures are carried out. This area includes the secured area of the airport. Personnel in this area are required to continuously display an Airport approved identification badge unless under Airport approved escort by a badged person.

SECTION II. OBLIGATIONS OF THE SHERIFF

1. The SHERIFF hereby agrees to provide twelve (12) deputy sheriffs who shall be assigned on a full-time basis to the Airport, with said deputies scheduled so that at least two (2) deputy sheriffs are on duty per shift covering the twenty-four (24) hours per day, seven (7) days per week period of operation and who shall be continuously present on Airport property. This staffing model will provide, as appropriate, additional coverage beyond the two deputies per shift, and will allow periods of time every week wherein more than two (2) deputies may be on duty at the same time; this additional coverage will be scheduled to coincide with the busier times at the Airport. The parties agree that work schedules may be altered from time to time to adjust to changes in flight schedules, but an effort will be made to change the schedules of individual deputies no more often than necessary. Each deputy assigned to the Airport facility shall be a fully certified LEO, as provided in Florida Statute 943.1395, authorized to affect arrests and carry firearms, and be in uniform. The deputies assigned to the Airport must have at least two (2) years' experience in law enforcement and it is desirable that such deputies have traffic and criminal investigation experience. It is also desirable that the deputies assigned to the Airport have aviation-related experience. The SHERIFF shall equip each deputy providing service under this Agreement with a complete uniform, marked patrol automobile and all other necessary and appropriate equipment.

2. The deputies assigned to duty at the Airport shall, during the course of their assignments:

a. Respond to the passenger screening checkpoints located at the Terminal Building within five (5) minutes when summoned by the TSA via the approved methods outlined in the ASP. Sheriff's deputies shall take appropriate action whenever a passenger is found to be in unauthorized

possession of any weapon or explosive. However , the SHERIFF shall not be responsible for the screening of passengers or luggage or for the implementation of any other security programs which are the responsibilities of the air carriers as such is more specifically set forth in Title 49 of the Code of Federal Regulations, Parts 1544 & 1546.

b. Prevent the entry of any persons into any Airport Sterile or Secured area without appropriate identification and inspection of persons and property in accordance with the Airport Security Program and TSA requirements.

c. Perform routine vehicle patrol of Airport properties outside the SIDA and within the AOA when no airline passenger screening is underway.

d. When the security checkpoints are open and screening passengers, 1 deputy should be present in the vicinity of each checkpoint.

e. Perform routine foot patrol of airport curbside and assist Airport Traffic Assistants, to include enforcing the Airport policy of "no parking curbside" as well as perform routine traffic enforcement on Airport property.

f. Submit such security reports as are required by the TSA to the ASC.

g. Enforce all State and County laws and enforce Airport Rules and Regulations as adopted by the County and enforceable per Florida Statute 332.08 (2013).

h. Provide escort as defined in Section I-G, as needed by the Airport Director or his designee.

i. Prevent the entry of any persons onto the AOA during aircraft emergency alerts and coordinate with other responding law enforcement personnel as prescribed in the AEP.

j. During overnight hours when the security checkpoints are closed, perform routing inspections of the terminal building, test security doors to ensure functionality and alarm notification.

3. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all law enforcement personnel performing services under this Agreement, except that the COUNTY, through its employees and agents, shall be responsible for providing to those deputies assigned to the Airport pursuant to this Agreement such information and training as shall be necessary or appropriate concerning the ASP, TSA and FAA security regulations. The SHERIFF is in compliance with Florida Statute §448.095 which

references the use of E-Verify.

4. All deputy sheriffs and other members of the Pinellas County Sheriff's Office as may serve in fulfilling the terms and conditions of this Agreement shall be and remain solely in the employ of the SHERIFF and shall not be considered in the employ of the Board of County Commissioners of Pinellas County for the purpose of any pay, pension, insurance, workers' compensation or other benefits and the COUNTY shall not be liable for any such payments nor shall it incur any liabilities as a result thereof.

5. The SHERIFF shall make available to the Airport such other and ancillary law enforcement services as are generally available throughout the unincorporated areas of Pinellas County at no additional cost to the COUNTY.

6. The SHERIFF shall be solely responsible for the preservation, documentation, and storage of any evidentiary property obtained as a result of a law enforcement investigation. Other non-criminal forbidden items will be handled by the TSA according to their procedures.

SECTION III. OBLIGATIONS OF THE COUNTY

1. The COUNTY , through the Airport Director or his designee, shall provide those deputies assigned to the Airport pursuant to the terms and conditions of this Agreement such information and training concerning the ASP and TSA security regulations as may be necessary and appropriate to carry out the terms, conditions and purpose of this Agreement.

2. The COUNTY shall further furnish those deputies assigned at the Airport pursuant to this Agreement with the following items, material, facilities and/or equipment:

a. necessary identification and/or security badges to allow access to the SIDA and sterile areas; and,
b. use of a suitable Airport Terminal Building Office with telephone.

SECTION IV. MUTUAL COOPERATION

1. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the Airport Director believe that any deputy assigned to the Airport pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the Airport Director or his designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. To remove a deputy from his/her assignment to the Airport, the Airport Director or his designee shall meet with the Sheriff or his designee in an effort to mediate and resolve any problems between Airport personnel and the deputy or deputies. With the agreement of the SHERIFF and the Airport Director, or their designees, the deputy or deputies and specified members of the Airport and Sheriffs staffs may be required to be present at the mediation meeting. If, within a reasonable time after commencement of mediation, the problem cannot be resolved, then the SHERIFF shall remove the deputy or deputies from assignment to the Airport and replacement personnel shall be selected as

provided above. Nothing contained in this paragraph shall be construed to limit the authority of the SHERIFF to remove the deputy or deputies assigned to the Airport from this assignment as he may deem just, fit or in the best interest of the safe and efficient operation of the Pinellas County Sheriff's Office.

2. The COUNTY and the SHERIFF shall cooperate to obtain funding from the TSA or from other Federal Government sources for law enforcement training relating to Airport security or the purpose of this Agreement.

3. The COUNTY and SHERIFF agree that representatives selected by the Airport Director and the Sheriff shall meet annually to review deputy staffing levels in relation to decreases or increases in passenger growth to determine if said staffing levels need to be modified accordingly.

SECTION V. INDEMNIFICATION

1. Both the SHERIFF and the COUNTY are governmental entities entitled to the limitation of liability provided by Florida Statute 768.28 and nothing contained herein should be construed to waive or modify the provisions of the aforementioned statute.

2. The SHERIFF shall be legally responsible for the actions of his deputies and such other members of the Pinellas County Sheriff's Office as may serve in fulfilling the terms and conditions of this Agreement in accordance with law. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures.

SECTION VI. COMPENSATION

1. During the term of this Agreement, the COUNTY shall pay to the SHERIFF, for the law enforcement services to be performed by the SHERIFF pursuant to the terms of this Agreement, the sum of ONE MILLION FOUR HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED TWELVE DOLLARS AND NO CENTS ($1,459,512.00) as such sum is more specifically set forth in the cost explanation sheet and work sheet attached hereto and incorporated herein by reference at Attachment 1. The first rounded monthly payment amount as specified on the work sheet is due by October 1, 2022, or as soon thereafter as the interlocal agreement is approved by both parties.

2. The COUNTY shall pay overtime pay to the SHERIFF for the services of any deputy who works overtime at the rate of EIGHTY-ONE DOLLARS AND FIFTY-ONE CENT ($81.51) per hour or pro rata portion thereof. Overtime will be authorized by Airport Operations management and/or the Airport Unit's Sergeant or Lieutenant based upon the Airport's operational needs. When any deputy regularly assigned to the AIRPORT is called back to the facility to perform services covered by this Agreement, the COUNTY shall be billed for a minimum of two (2) hours overtime. The parties agree that in lieu of overtime pay, the SHERIFF may utilize flex time or compensatory time to compensate deputies for overtime

hours worked, and will do so whenever feasible to minimize overtime costs to the COUNTY.

3. Payment for such services shall be made to the SHERIFF monthly, within fifteen (15) days after being invoiced for same by the SHERIFF.

4. During the term of this Agreement, the staffing levels and costs for law enforcement services to be rendered pursuant to this Agreement shall be adjusted as shall be mutually agreeable to the parties in accordance with the provisions of Section VIII.

SECTION VII. TERM OF THIS AGREEMENT

1. This Agreement shall be effective October 1, 2022, and shall remain in effect through September 30, 2023.

2. Either party may terminate this Agreement, without cause, and without any liability to the other except for services rendered prior to the date of termination, by providing written notice of termination to the other party no less than ninety (90) days prior to the end of any fiscal year.

3. The parties agree that where the Agreement is not terminated as provided for above, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2023, in the event a replacement contract has not yet been completely executed. The COUNTY shall owe the same sum as is due for this Agreement and the parties agree that an increase in the annual cost of service, if any, shall be retroactively applied for services rendered from October 1, 2023, through the duration of the replacement contract, and shall be paid immediately for the services already provided.

SECTION VIII. MODIFICATION

This Agreement may be modified only by the mutual written consent of both the SHERIFF and the COUNTY.

SECTION IX. FILING

This Agreement shall be filed with the Clerk of the Circuit Court for Pinellas County, Florida, as required by Section 163.01(11) of the Florida Statutes.

SECTION X. COVENANTS OF THE AGREEMENT

All covenants, stipulations, obligations and agreement of the SHERIFF and the COUNTY contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the COUNTY and the SHERIFF, respectively, to the full extent authorized by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement of any present or future member, deputy, agent or employee of the SHERIFF or the COUNTY, in its, his, her, or their individual capacity and neither the member of the governing body of the SHERIFF or the COUNTY nor any official executing this

Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the SHERIFF or the COUNTY of any act pertaining thereto.

SECTION XI. NOTICE

Any notice provided or required to be provided pursuant to this Agreement, unless otherwise stated herein above, shall be directed to the following persons on behalf of the parties hereto:

FOR THE SHERIFF:

Sheriff Bob Gualtieri
P.O. Drawer 2500
Largo, FL 33779-2500

FOR THE COUNTY:

Thomas Jewsbury, Airport Director
St. Pete-Clearwater International Airport
14700 Terminal Boulevard, Suite 221
Clearwater, FL 33762

Remainder of page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement this 8th day of September 2022.

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff

ATTEST:
KEN BURKE, Clerk

Deputy Clerk

PINELLAS COUNTY, FLORIDA, By and through its Board of County Commissioners

CHAIRPERSON

BOARD OF COUNTY COMMISSIONERS
SEAL
PINELLAS COUNTY, FLORIDA

APPROVED AS TO CONTENT:

Airport Director

APPROVED AS TO FORM

By: *Michael A. Zas*

Office of the County Attorney

Attachment 1

St. Petersburg-Clearwater International Airport
Cost for Law Enforcement Services
Worksheet - FY 23

A. Cost per Deputy

B. Deputies by Position

Number		Relief Factor			Deputy				
12	x	1	x	$	113,030.00				$ 1,356,360.00

C. Vehicle Cost

Number		# Miles		$ per mile		Days per Yr			
12	x	14	x	0.9487	x	182			$ 29,007.00

D. Supervision

Number		Crime Factor			Sergeant			
1	x	0.398%	x	$	144,670.00		$ 576.00	

E. Equipment

Number		Positions			Equip Cost-CD			
12	/	1,372	x	$	734,906.00		$ 6,428.00	

F. Allocated Indirect Cost (AIC)

Number		Positions			AIC-CD			
12	/	1,372	x	$	7,675,939.00		$ 67,136.00	

G. Total for supervision, equipment, and AIC $ 74,140.00

H. TOTAL

Yearly	**$ 1,459,507.00**
Rounding	$ 5.00
Contract Amount	**$ 1,459,512.00**
12 monthly payments	**$ 121,626.00**

Increase from prior year-amount	*$ 1,459,512.00*	*/ $ 1,416,840.00*	*$ 42,672.00*
Increase from prior year-percentage			*3.01%*