Pinellas County

Staff Report

File #: 23-0863D, **Version:** 1 **Agenda Date:** 11/14/2023

Subject:
Transportation Security Administration Law Enforcement Officer Reimbursement Program.

Recommended Action:
Approval by the County Administrator of adding additional funding to existing Transportation Security Administration (TSA) Law Enforcement Office (LEO) Reimbursement Program for the St. Pete-Clearwater International Airport (PIE).

- The Department of Homeland Security (DHS) executes Other Transaction Agreements (OTA) with airports who have applied to the TSA's LEO reimbursement program, which was established to provide on-site and highly visible LEO presence at its security screening checkpoints.
- Each airport operator is required to establish an air transportation security program that provides a LEO presence that is adequate to ensure the safety of passengers.
- Each agreement is funded for a minimum of three years or a maximum of five years.
- The current agreement that PIE has with TSA began in March 2021, and is due to expire in 2026, unless the DHS requires new agreements to be negotiated. As the Federal Government incrementally funds the LEO Reimbursement Program, PIE will be sent an OTA with the next period of expected revenues.
- PIE has collected approximately $459,000.00 so far. However, the Office of Management and Budget has notified PIE that in order to continue to collect into the future, the Board of County Commissioners needs to approve the future revenues.
- PIE suggests increasing the upper hard limit of this OTA to be $1,000,000.00.
- This OTA is sufficiently budgeted at $121,000.00 in the Fiscal Year 2024 Adopted Budget under the Airport Revenue and Operating Fund.

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

Summary:
Approval of this item will enable PIE to continue to bill the TSA for partial costs of the LEOs to provide support to the passenger screening checkpoints.

Background/Explanation:
On November 19, 2001, the President and Congress established the TSA as a new Federal agency. The Aviation and Transportation Security Act was enacted, which provides authority of the TSA to order the deployment of law enforcement personnel at each airport security screening location to

ensure passenger safety and national security.

Currently, the maximum hourly rate for reimbursement is actual costs not-to-exceed $20.00 per hour.

Fiscal Impact:
PIE collects an average of $121,000.00 per fiscal year, but the total received is dependent on the hours that the checkpoint is open and what amount the LEO Program is funded by the Federal Government. The PID # is 003045B.

This OTA is sufficiently budgeted at $121,000.00 in the FY24 Adopted Budget under the Airport Revenue and Operating Fund.

Delegated Authority:
Authority for the County Administrator to approve this increase is granted under Section 2-62 (a)(1).

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

Partners:
Department of Homeland Security - Transportation Security Agreement

Attachments:
Other Transaction Agreement (OTA) - 70T02021T6114N205

OTHER TRANSACTION AGREEMENT

BETWEEN

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

AND

Pinellas County BCC - St Pete-Clearwater International Airport

REGARDING

TSA Law Enforcement Officers (LEOs) at TSA Screening Checkpoints

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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)

70T02021T6114N205

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 granted[2] 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
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

Airport Accountant
Ryan McCabe
Pinellas County BCC - St Pete-Clearwater International Airport
14700 Terminal Blvd., Suite 221
Clearwater, FL 33762-2942
Ph: (727) 453-7800
Email: rmccabe@fly2pie.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)

LIST OF ATTACHMENTS

- Attachment 1 – Statement of Joint Objectives (SOJO)

End of Agreement 70T02021T6114N205

TRANSPORTATION SECURITY ADMINISTRATION
LAW ENFORCEMENT OFFICER PROGRAM
STATEMENT OF JOINT OBJECTIVES
Calendar Years 2021 – 2023

Attachment 1

This document defines the responsibilities and conditions that the St. Pete Clearwater International Airport, PIE, (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 **Pinellas County Sheriff's Office** on-site at **PIE** 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 granted[2] 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 ACTIVIES:

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 **FLEXIBLE** 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.

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[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:** Describe any specific LEO support to be provided under this Agreement *that is not included elsewhere in the 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: N/A

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 11/3/2020
Thomas R. Jewsbury Typed Name	Airport Executive Director Title
Federal Security Director (or designee)	Click or tap to enter a date. 07/08/2020 Date
Kirk Skinner Typed Name	Federal Security Director Title

TRANSPORTATION SECURITY ADMINISTRATION
LAW ENFORCEMENT OFFICER PROGRAM
STATEMENT OF JOINT OBJECTIVES
Calendar Years 2021 –2023
Addendum to Attachment 1

St. Pete Clearwater International Airport **April 24, 2020**

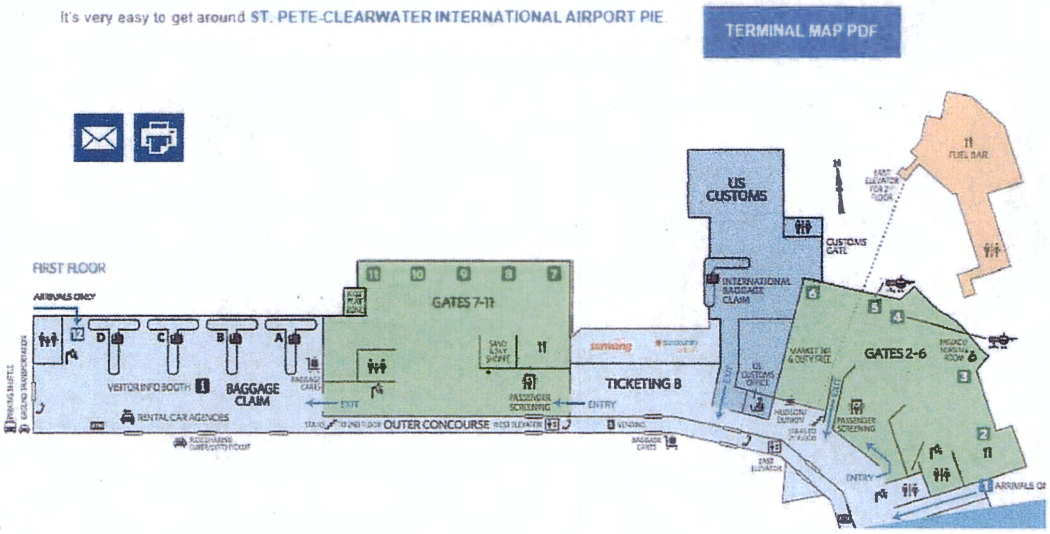
Use of Flexible Stationing Law Enforcement

This document defines the dedicated LEO times of on-site presence, the response time to non-emergency/routine call for assistance and the area of the airport compromising the "vicinity of the checkpoint" that Pinellas County Sheriff's Office, PIE, agrees to as part of the TSA Airport Law Enforcement Personnel Reimbursement Program.

1. A dedicated Law Enforcement Officer (LEO) must be on-site when the TSA checkpoint is in operation, on average 13 hours per day. The LEO shall be in line of sight and sound of the passenger screening operation 80% of the on-site time.

2. While on-site, the Law enforcement response time to non-emergency/routine TSA calls for assistance must be no more than 5 minutes.

The sterile are depicted in green on the below diagram.



Federal Security Director

05/01/2020
Date

Executive Director

11/3/2020
Date

Pinellas County

Staff Report

File #: 23-1443A, **Version:** 1 **Agenda Date:** 11/14/2023

Subject:
Receipt and file report of non-procurement items delegated to the County Administrator for the period ending October 31, 2023.

Recommended Action:
Accept the receipt and file report of non-procurement items delegated to the County Administrator.

Strategic Plan:
Deliver First Class Services to the Public and Our Customers
5.2 Be responsible stewards of the public's resources
5.3 Ensure effective and efficient delivery of county services and support

Summary:
Attached is a list of items in alphabetical order, by submitting department, and the date the County Administrator executed the document. Only fully executed, complete items are filed on this report, resulting in a timing difference in filing of some items if the County Administrator executes the document prior to the other party.

Background Information:
The Board of County Commissioners (Board) granted authority to the County Administrator to approve and sign certain documents per §2-62, Pinellas County Code. This delegated authority includes, but is not limited to: contracts, interlocal agreements, intergovernmental contracts, grant agreements not to exceed $250,000.00, change orders not exceeding 10% of the amount awarded by the Board or $250,000.00, whichever is less, grant applications for grants from state or federal agencies in amounts not to exceed $1,000,000.00, temporary licenses, options of renewal under same terms and conditions and releases of lien and mortgage paid in full. The items approved by the County Administrator are filed as a consent agenda item with the Board at least quarterly.

Fiscal Impact:
N/A

Staff Member Responsible:
Della Klug, Senior Executive Assistant to the County Administrator

Partners:
N/A

Attachments:
11/14/2023 Delegated Log