

## **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**

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**

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 Plan**

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 Airport Security Plan, 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

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 Plan.

L. Security Identification Display Area ("SIDA")

A portion of the Airport specified in the Airport Security Plan 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 seven (7) deputy sheriffs who shall be assigned on a full-time basis to the Airport, with said deputies scheduled so that at least one (1) deputy sheriff is 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 one deputy per shift, and will allow periods of time every week wherein two (2) or more 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 law

enforcement officer, 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 after having received notice by Airport covert alarm system of potential security violation. 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. Time permitting, if possible, Sheriff's deputies will additionally make a random visit at screening checkpoints for a short period of time to make their presence known.
- b. Prevent the entry of any persons into any Airport sterile area without appropriate identification and inspection of persons and property in accordance with the Airport Security Plan and TSA requirements.
- c. Perform routine vehicle patrol of Airport properties outside the SIDA, during the hours when a deputy is assigned to the Airport pursuant to the terms of this Agreement, when no airline passenger screening is underway.
- d. Submit such security reports as are required by the TSA to the Airport Security Coordinator.
- e. 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).
- f. Provide escort as defined in Section I-G, as needed by the Airport Director or his designee.

- g. 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 Airport Emergency Plan.

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 Airport Security Plan, TSA and FAA security regulations.

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.

6. The SHERIFF shall be solely responsible for the seizure and forfeiture of all contraband as same may be defined by Florida.

### **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 Airport Security Plan 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. pager and radio for communication with personnel serving under the supervision of the Airport Director;
- b. necessary identification and/or security badges to allow access to the SIDA and sterile areas; and,
- c. 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 Sheriff's 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.

#### **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 SEVEN HUNDRED TWENTY-SEVEN

THOUSAND NINE HUNDRED FIFTY-SIX DOLLARS AND SEVENTY-EIGHT CENTS (\$727,956.78) as such sum is more specifically set forth in the cost explanation sheet and work sheet attached hereto and incorporated herein by reference at Exhibit "A".

2. The COUNTY shall pay overtime pay to the SHERIFF for the services of any deputy who works overtime at the rate of SIXTY-EIGHT DOLLARS AND EIGHTY-FOUR CENTS (\$68.84) per hour or pro rata portion thereof. 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, 2016, and shall remain in effect through September 30, 2017.

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, 2017, 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, 2017, 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

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement  
this 23<sup>rd</sup> day of August 2016.

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Airport Director

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Office of the County Attorney

Exhibit A

**St. Petersburg-Clearwater International Airport  
Cost for Law Enforcement Services  
Worksheet - FY 17**

A. Cost per Deputy	\$	95,467.69					
B. Deputies by Position							
Number		Relief Factor		Deputy			
7	x	1	x	\$ 95,467.69		\$	668,273.83
C. Vehicle Cost							
Number		# Miles		\$ per mile		Days per Yr	
7	x	10	x	0.69	x	260	\$ 12,558.00
D. Supervision							
Number		Crime Factor		Sergeant			
1	x	0.00187	x	\$ 118,994.46		\$	222.52
E. Equipment							
Number		Positions		Equip Cost			
7	/	1276	x	\$ 1,333,097.00		\$	7,313.23
F. Allocated Indirect Cost (AIC)							
Number		Positions		AIC-CD			
7	/	1276	x	\$ 7,216,545.00		\$	<u>39,589.20</u>
G. Total for supervision, equipment, and AIC						\$	<u>47,124.95</u>
H. TOTAL							
				Yearly		\$	<b>727,956.78</b>
				11 months		\$	60,663.07
				1 month		\$	60,663.01
				rounded monthly payment amt due		\$	<b>60,663.00</b>
Increase from prior year-percentage				\$ 727,956.78 / \$ 673,920.24			<b>8.02%</b>
Increase from prior year-amount						\$	<b>54,036.54</b>