

LAW ENFORCEMENT OFFICERS SERVICES AGREEMENT

This Agreement made and entered into this ____ day of _____, 20____, by and between the Minnehaha County Sheriff's Office, of 320 W. 4th St., Sioux Falls, South Dakota 57104, hereinafter referred to as "County" and Sioux Falls Regional Airport Authority, of 2801 Jaycee Lane, Sioux Falls, South Dakota 57104, hereinafter referred to as "Airport Authority." County and Airport Authority may be collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Federal Aviation and Transportation Security Act require certified law enforcement support at or near TSA passenger screening checkpoints; and

WHEREAS, the County employs certified law enforcement officers deputized by the Sheriff of Minnehaha County; and

WHEREAS, the Airport Authority operates and maintains the Sioux Falls Regional Airport within Minnehaha County, South Dakota; and

WHEREAS, the County and Airport Authority agree that cooperation between Airport Authority personnel and law enforcement is essential to maintain a safe and secure environment for travelers, staff, and visitors so that all activities at the Sioux Falls Regional Airport can be performed without fear of violence or intimidation.

NOW THEREFORE, the Parties, in consideration of the mutual covenants and stipulations set out, agree as follows:

1. COUNTY OBLIGATIONS

a. Law Enforcement Services

- i. County agrees to provide Airport Authority certified law enforcement officers ("Officers") to address any law enforcement-related issues that arise at the Sioux Falls Regional Airport terminal ("Airport Terminal").
- ii. County shall provide a minimum of one law enforcement officer during the hours the TSA-designated Screening Checkpoint ("Screening Checkpoint") is in operation.
- iii. County will staff the Airport Terminal Security assignment in the following manner:
 1. Two full-time Officers will be hired and maintained at the Airport Terminal. These full-time Officers will function as the primary Airport Terminal Security Officers and will work with the Airport Terminal management and other federal partners to assure security needs are met. The full-time Officers will also be responsible for covering the security needs of the Airport Terminal during a consistent and defined shift.
 2. The remaining hours of operation of the Airport Terminal will be covered by part-time Officers hired specifically for Airport

Terminal Security. These part-time Officers will be scheduled and supervised by the full-time Officers referenced above.

b. Law Enforcement Officer Responsibilities.

- i. Officers shall be available to respond to incidents at the screening checkpoint whenever it is open and flights are scheduled to depart the Sioux Falls Regional Airport.
- ii. Officers shall apprehend or question passengers possessing weapons or improvised explosive devices at the screening checkpoint.
- iii. Officers shall neutralize any disorderly and/or intoxicated subjects causing disturbances in the Airport Terminal.
- iv. Officers shall identify individuals loitering or observing screening checkpoint security procedures.
- v. Officers shall verify the identification of all law enforcement officers and Federal Flight Deck Officers who are flying armed in the performance of their duties, thereby allowing them to bypass the standard passenger screening process.
- vi. Officers will not be expected to address any issues such as vehicle accidents or parking violations that occur outside the Airport Terminal or fenced areas of the Sioux Falls Regional Airport tarmac.

c. Equipment, and Training

- i. County agrees to furnish provided Officers with basic law enforcement equipment. All necessary equipment furnished by County shall remain the sole property of County.
- ii. County agrees to provide continuing education training to Officers, specific to their duties as certified law enforcement officers and required by the South Dakota Standards and Training Commission for certification purposes.

d. Duty of Sheriff. Nothing contained in this Agreement shall restrict or limit the duties and obligations of County and the Sheriff pursuant to South Dakota Codified Law 7-12-1.

2. AIRPORT AUTHORITY OBLIGATIONS

a. Compensation and Reimbursement.

- i. Airport Authority agrees to pay County the true cost for all services provided. Such "true cost" shall be based on the costs incurred by Minnehaha County for the employment of the full-time and part-time Officers as set forth above. These costs include the actual hours worked by the assigned Officers performing services, including overtime and holiday pay, any and all required training, and any benefits to which the assigned Officers are entitled.

- ii. Airport Authority also agrees to pay County, in addition to the true cost of all services provided, a five percent (5 %) administration fee.
 - iii. Any training hours invoiced to the Airport Authority will be for Officers that are solely assigned to airport duties, and not utilized elsewhere in the County.
 - iv. Should it become necessary for County to temporarily assign a non-designated Airport Authority Deputy to secure the Airport Terminal or the Screening Checkpoint, Airport Authority agrees to reimburse MCSO true costs for hours worked during said temporary deputy assignment.
 - v. County shall invoice Airport Authority all amounts due on a monthly basis. All invoices shall be paid within 30 days from the date of the invoice to avoid finance charges. Except as expressly herein provided, interest shall be charged on any amount due from Airport Authority which is more than ten (10) days delinquent at the rate provided by law for past due accounts (SDCL 54-3-5).
- b. Annual Adjustment of Costs. Airport Authority understands and acknowledges that the cost for Officers will be adjusted annually based on County pay and benefit practices. The full-time Officers hired to provide security at the Airport Terminal will be hired according to the County hiring practices and salary guidelines. All part-time Officers assigned to the Airport Terminal will be hired for this specific assignment and will be paid at a rate of at least \$45.00 per hour. Part-time Officers assigned to this detail will not be benefit-eligible, and the Airport Authority will be invoiced for the actual hours worked by the part-time Officer.
 - c. On-Site Office. Airport Authority agrees to provide Officers with a private office, and basic office supplies such as a desk, chairs, and telephone.
3. TERM. The initial Term of this agreement shall for a period of two (2) years beginning on January 1, 2027, and ending on December 31, 2028, ("Initial Term") unless sooner terminated by either party as set forth in ¶10 below. This Agreement shall automatically be extended thereafter for an additional one (1) year Renewal Term unless either party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the end of the Initial Term or then current Renewal Term.
4. INDEPENDENT CONTRACTOR STATUS.
- a. Airport Authority and County agree that the services provided to Airport Authority pursuant to this Agreement are done as an independent contractor. It is agreed that, in the performance of services under this Agreement, County and its personnel shall act as independent contractors with respect to Airport Authority, not as an employees or agents of Airport Authority.
 - b. Parties agree that Officers are deemed County employees and subject to the rights and privileges to which one is normally entitled as a County employee, including vacation, reasonable sick leave, seniority, and pension rights. Parties agree that

Officers are under the supervision of the Minnehaha County Sheriff's Office (MCSO) and subject to the chain of command established by the MCSO.

- c. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation between the Parties as set forth in this Agreement. Airport Authority shall neither have nor exercise any specific control or direction over the methods by which the County personnel perform the services required in this Agreement, except as otherwise set forth herein.
5. Records. Airport Authority agrees that any reports, records, or recordings generated by Officers are County records and therefore not subject to disclosure without the consent or approval of County. Parties agree to follow state law, federal law, and their respective policies and procedures concerning the use, release, or solicitation of confidential information.
6. Termination. Either party may terminate this agreement after giving the other party ninety (90) days' written notice of termination. Upon termination pursuant to this section, Airport Authority shall pay to County all expended wages, benefits and reimbursable expenses due to it in compliance with the compensation provisions of this Agreement as incurred through the date of termination.
7. Modification. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
8. Severability. If any court of competent jurisdiction shall hold any provision of this agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision.
9. Entire Agreement. All prior discussions, communications, and representations concerning the subject matter of this agreement are superseded by the terms of this agreement, except as specifically provided for herein. This agreement constitutes the entire working agreement with respect to the subject matter.
10. Indemnification.
 - a. Airport Authority agrees to indemnify, hold harmless and defend County, its agents, officers and employees from any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, errors, omissions or negligence in whole or in part of Airport Authority, its officials, agents, or employees in the performance of this Agreement. Airport Authority shall pay all valid claims, losses, and judgments of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may result from Airport Authority's actions, errors, omissions or negligence. County reserves the right to defend itself with its own counsel or retained counsel at Airport Authority's expense, unless

County is found negligent or otherwise responsible for the occasion of the litigation.

- b. County agrees to indemnify, hold harmless and defend Airport Authority, its agents, officers and employees from any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, errors, omissions or negligence in whole or in part of County, its officials, agents, or employees in the performance of this Agreement. County shall pay all valid claims, losses, and judgments of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the Airport Authority when applicable, and shall pay all costs and judgments which may result from County's actions, errors, omissions or negligence. Airport Authority reserves the right to defend itself with its own counsel or retained counsel at County's expense, unless Airport Authority is found negligent or otherwise responsible for the occasion of the litigation.
11. Sovereign Immunity. Nothing herein shall be interpreted as a waiver of the County of its rights, including the limitations of the waiver of immunity, as set forth in South Dakota Law and the County expressly reserves these rights to the full extent allowed by law.
12. Non-Assignability. This Agreement will inure to the benefit of and be binding upon County and Airport Authority and their respective permitted successors and assigns. Notwithstanding the foregoing, neither party may assign or otherwise transfer this Agreement or the rights and obligations under this Agreement without the prior written consent of the other party. Any purported assignment or other transfer without such consent will be void and of no force or effect.
13. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

(Signatures appear on following page)

Dated this _____ day of _____, 2026.

Minnehaha County

By: _____
Dean Karsky, Chair

Attest:

By: _____
Leah Anderson, Auditor (Deputy)
(SEAL)

Minnehaha County Sheriff

By:  _____
Mike Milstead, Sheriff

Dated this _____ day of _____, 2026.

Sioux Falls Regional Airport Authority

By: _____
John Taylor, Chairman