

AGREEMENT FOR TACTICAL PARAMEDIC PROGRAM SUPPORT

THIS AGREEMENT is made by and between the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a dependent special district established by Chapter 80-585, Laws of Florida as amended ("EMS") and BOB GUALTIERI, in his capacity as Sheriff of Pinellas County, Florida ("Sheriff") this 20 day of May.

WITNESSETH

WHEREAS, the Sheriff and EMS have partnered since the late 1980s to embed specially trained unarmed Tactical Paramedics in the Sheriff's special weapons and tactics (SWAT) team;

WHEREAS, Chapter 2019-77, Laws of Florida, amended sec. 790.25, F.S to permit Tactical Paramedics to carry firearms;

WHEREAS, the arming of Tactical Paramedics statutorily requires the Sheriff to train, certify and issue the firearms to the Tactical Paramedics,

WHEREAS, the Sheriff will employ Tactical Paramedics during armed training and deployment; and

WHEREAS, EMS will continue to provide Program Support for the Pinellas County Tactical EMS Team through this agreement;

NOW, THEREFORE, in consideration of the mutual promises more specifically set forth below, it is agreed by and between the Sheriff and EMS:

A. Pinellas County Tactical EMS Team Personnel

The Sheriff is solely responsible for appointing tactical medical professionals pursuant to s. 790.25 F.S. Sheriff will employ the appointed tactical paramedics on a part-time basis who will carry firearms only during training or a deployment as more fully described in s. 790.25 F.S.

1. Tactical Paramedics may be armed in accordance with sec. 790.25, F.S.
2. The Tactical Paramedics will be under the operational control of the Sheriff. This Agreement further memorializes the agreement between Sheriff and EMS that the EMS Medical Director will provide clinical oversight during any deployment.
3. Tactical Paramedics must attain and maintain county certification as a Paramedic and as an Advanced Practice Paramedic in accordance with the then current EMS Rules and Regulations. As well as comply with the training requirements contained in s. 790.25 F.S.

4. All medical activities of the Tactical EMS Team shall be under the EMS Authority d/b/a Sunstar as the Florida Department of Health licensed EMS provider. EMS shall obtain and provide professional medical liability insurance.
5. EMS shall coordinate with Sunstar any time an on-duty Paramedic or non-Tactical EMS support is needed for a large-scale emergency.
6. The Sheriff or his designee will determine whether the tactical medical professional will be deployed to assist or support another law enforcement agency's response to a high risk incident. As set forth in s. 790.25 F.S. no tactical paramedic is authorized to carry a firearm unless the Sheriff or his designee deploys the tactical paramedic to support another law enforcement agency's high-risk incident.

B. EMS Program Support

1. EMS will continue to provide all program support for the Sheriff's appointed tactical medical professionals, which is anticipated, but not required to consist of twelve (12) Tactical Paramedics and a Tactical EMS Team Leader. This support, subject to B.3. below, includes:
 - a. Providing reimbursement of costs for Tactical Paramedics in accordance with Section C. below.
 - b. Providing an unmarked full-sized sport utility vehicle to use to respond to deployments and for training. EMS shall purchase, own, maintain, fuel, insure and replace the vehicle at the end of its safe useful life not to exceed seven (7) years. EMS may utilize an emergency response capable staff vehicle when the primary Tactical EMS unit is unavailable due to preventative maintenance or mechanical issue.
 - c. Providing all medical equipment as determined by medical protocol.
 - d. Providing all medical supplies as determined by medical protocol.
 - e. Providing all personal protective equipment including ballistic vests, gas masks, helmets, gloves, and goggles.
 - f. Providing all uniforms to include jumpsuits, pants, shirts, boots, belts, jackets, and any accessories.
 - g. Providing all mobile and portable radio equipment to include a portable radio for each team member, headsets, microphones, batteries, radio holders and any accessories.
 - h. Providing all computer equipment and accessories to complete electronic patient care reports.
 - i. Providing all Tactical related medical training and the costs of such training to attain and maintain county certification as a Paramedic and an Advanced Practice Paramedic (this does not include the mandatory training set forth in s. 790.25 F.S. which will be Sheriff's sole responsibility and reimbursable subject to section C. below).
 - j. Providing Medical oversight through the EMS Medical Director as indicated in A. 2. above.

- k. Providing assistance in recruiting new Tactical EMS Team members, as requested
2. The Tactical EMS Team Leader will coordinate closely with EMS & Fire Administration on EMS support provided by the County EMS System.
3. The EMS Director shall have the final approval of any EMS support provided and the related costs as well as any medical training and related costs.

C. Reimbursement for Salary/Benefit Costs of Tactical Paramedics and Team Leader

1. EMS shall reimburse Sheriff on a monthly basis in arrears for the actual salary/benefit costs of the Tactical Paramedics and the Tactical Team Leader for any of the following activities:
 - a. SWAT training up to eight (8) hours per member per month
 - b. Initial PCSO SWAT School up to eighty (80) hours per member
 - c. Actual hours worked on, tactical deployments or other standbys.
 - d. Tactical EMS Team Leader administrative hours up to twenty (20) hours per month
 - e. Tactical EMS medical training hours approved by the EMS Director.
2. The total reimbursement is capped at one hundred twenty thousand dollars and 00/100 (\$120,000) in any given fiscal year unless approved in writing by the County Administrator.
3. Travel expenses for conferences/training preapproved in writing by the Sheriff and EMS Director. Reimbursement shall follow the County's travel policies and may not exceed five thousand and 00/100 dollars (\$5,000.00) in any fiscal year.

D. Program Implementation and Coordination

1. In the event any Party to this Agreement receives information that any tactical medical professional has not met the requirements of F.S. § 790.25, that Party will immediately notify the other Party.
2. The Parties agree that under these circumstances the tactical medical professional will not possess or use a firearm pursuant to F.S. § 790.25 until such time as the requirements are met.
3. Neither party will permit the tactical medical professional to carry, transport or store any firearm or ammunition on any fire apparatus or EMS vehicle.
4. As fully set forth herein, Sheriff is responsible for appointment, training and issuing firearm(s) and/or ammunition to the tactical medical professional. Upon deployment the Sheriff will directly supervise, direct and control the actions of any tactical medical professional's actions performed within the scope of his or her official duties. If a conflict arises between an order or direction of the Sheriff's command and an EMS rule, standard or policy, the Tactical Paramedic will follow the Sheriff's orders and directives. EMS will not have any operational control of a Tactical Paramedic once deployed.

5. The EMS Director will be notified of all deployments of Tactical Paramedics in real time using the dispatch notification system that alerts the Tactical Paramedics. The incident location will not be provided if it is law enforcement sensitive.
6. The EMS Director or designee will assist with the medical aspects of Incident Action Plans for special events, dignitary standbys and other deployments.

E. Liability/Sovereign Immunity

1. As set forth in s.790.25, F.S. a Tactical Paramedic has the same immunities and privileges as a law enforcement officer in a criminal or civil action arising out of a tactical law enforcement operation when acting in the scope of his or her official duties. Fla. Stat. § 790.25(3)(q)2.c. Pursuant to s. 768.28(9)(a), absent actions in bad faith or with malicious purpose or actions conducted in a manner exhibiting wanton and willful disregard of human rights, safety or property, the tactical medical professional shall not be held personally liable in tort or named as a party defendant in any action. Instead, s. 768.28 F.S. requires, as the exclusive remedy, any action be brought against the governmental agency of which the agent is an employee.
2. The parties agree and intend that the Tactical Paramedic, as an employee of Sheriff, when acting in direct support of Sheriff's deployment for a high-risk incident, is the proper party defendant for any loss, injury or damage suffered as a result of any act, event or omission of action by a Tactical Paramedic acting pursuant to s. 790.25(q), as further defined in E.1.
3. The Parties agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida, including but not limited to the limitations of liability provided in F.S. § 768.28, and nothing contained herein should be construed to waive or modify the provisions of the aforementioned statute.

F. Term of the Agreement and Modification

This Agreement shall remain in full force and effect unless terminated in writing. The liability and sovereign immunity provisions will survive the termination of this agreement for incidents that occurred in direct support of a tactical operation that occurred prior to the termination of the agreement. This Agreement may only be modified in writing and upon signature of all Parties. This Agreement shall be effective when signed by all parties.

G. Mutual Cooperation

The Parties shall mutually cooperate in good faith to carry out the terms and conditions of this Agreement.

H. Liaison / Contact Person / Notice

The Parties have designated the following as their liaison contact person for purpose of this Agreement, including any notice provided or required to be provided pursuant to this Agreement.

If to Sheriff:

Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, Florida 33774
Attn: Sheriff SWAT Commander

If to EMS:

Pinellas County EMS and Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774
Attn: Director of EMS & Fire Administration

I. Entire Agreement

This Agreement reflects the full and complete understanding of the Parties.

J. Non-Assignability

No Parties shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the Parties, which consent may be withheld within the sole discretion of any Party.

K. Severability

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

L. Governing Law

The laws of the State of Florida shall govern this Agreement. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible, and all portions of this Agreement shall be interpreted and administered by the Parties accordingly.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

SHERIFF, PINELLAS COUNTY, FLORIDA



Bob Gualtieri, Sheriff

WITNESS:

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through the County Administrator

Della Klug

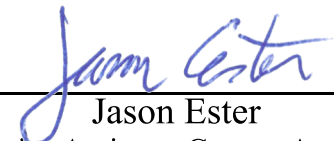
Della Klug



Barry A. Burton
County Administrator

APPROVED AS TO FORM

By: _____



Jason Ester
Senior Assistant County Attorney