

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 _____ day of _____.

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**, Pinellas County EMS Authority d/b/a Sunstar is a Florida Department of Health licensed EMS provider under Chapter under 401, F.S.;~~

~~**WHEREAS**, All medical activities of the Tactical EMS Team shall be under the EMS Authority d/b/a Sunstar;~~

~~**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 and deploy Tactical Paramedics to provide medical support to high-risk law enforcement responses; and 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. Definitions

⁶⁶⁷⁹“Medical Director” means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“EMS Director” is the Director of Pinellas County EMS and Fire Administration.

A. B. Pinellas County Tactical EMS Team Personnel

The Sheriff is solely responsible for appointing tactical medical professionals pursuant to ~~s~~Sec. 790.25, F.S. The 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~~Sec. 790.25, F.S.

~~1. Tactical Paramedics may be armed in accordance with sec. 790.25, F.S.~~

~~2.1.~~ 1. The Tactical Paramedics will be under the operational control of the Sheriff. This Agreement further memorializes the agreement between the Sheriff and EMS that the EMS Medical Director will provide clinical oversight during any deployment.

~~3.2.~~ 2. 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, Medical Operations Manual. ~~As well as comply with the training requirements contained in s. 790.25 F.S.~~

~~4.3.~~ 3. 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.

~~5.4.~~ 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. The Sheriff will provide all equipment and except medical equipment and supplies which will be provided by EMS.~~

~~5. -~~

~~6. Neither party will permit the tactical medical professional to carry, transport, or store any firearm or ammunition on any fire apparatus or EMS vehicle.~~

~~—Obligation to Provide Vehicles. At all times during the term of this Agreement, Sheriff shall provide the number of EMS funded vehicles listed in section C of this agreement.~~

~~7. Maintenance of Vehicles and Fuel. The Sheriff shall be responsible for the maintenance, fuel and repair of units, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Sheriff shall maintain records of maintenance and fuel in order to document that Units are maintained and used in accordance with this Agreement vehicles.~~

~~B.~~ **C. 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~~ will have a maximum of twelve-twelve (12+2) personnel, plus Tactical Paramedics and one (1) a Tactical EMS Team Leader/Supervisor. This support, subject to B.3. below, includes:

- ~~2.~~ Providing reimbursement of costs for Tactical Paramedics in accordance with Section ~~DE~~. below.

~~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.~~

~~2.~~

~~Provide an unmarked full-sized high-top van 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.~~

Commented [MJ1]: Again, do we want to allow for PCSO mechanics to do minor service on the vehicle?

~~4.~~

- ~~3.~~ EMS agrees to transfer title to its dedicated Tactical EMS vehicles to the Sheriff by September 30, 2025, and EMS is no longer required to maintain said vehicles. The vehicles contemplated by this transfer are, as follows: ~~Provide funding for one (1) unmarked full-sized sport utility vehicle and one (1) high-top van. These "units" will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. EMS shall determine a standardized reimbursement amount for the above units each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY25-26 is \$100,000. Reimbursements are made upon delivery of the vehicle along with documentation being provided to EMS that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by EMS.~~

~~3.~~

VIN	Year	Make	Model	Replacement
1FTRS4XGXPKA83639	2023	Ford	Transit	2033/2034
GNSKKEC1GR240737	2016	Chevrolet	Suburban	2025/2026
1FMNU40P95EA39254	2005	Ford	Excursion	NONE

- ~~4.4.~~ Provide funding for one (1) unmarked full-sized sport utility vehicle and one (1) high top van. These "units" will be replaced after at least seven (7) years, but no more than ten (10) years, of frontline service. EMS and PCSO shall determine a standardized reimbursement amount for the above units each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amount for FY25-26 is \$115,000. Reimbursements are made upon delivery of the vehicle along with documentation being provided to EMS that includes the receipt of the purchase order, invoices, proof of payment, and any other documents required by EMS. ~~Providing all medical equipment as determined by medical protocol.~~
- ~~5.~~ Providing all medical equipment and supplies as determined by medical protocol. ~~Provide all mobile and portable radio equipment to include a portable radio, batteries, and radio holder for each team member.~~
- ~~2.~~
- ~~3.~~ Providing all personal protective equipment including ballistic vests, gas masks, helmets, gloves, and goggles.
- ~~4.~~ Providing all uniforms to include jumpsuits, pants, shirts, boots, belts, jackets, and any accessories.
- ~~5.6.~~ Providing ~~all mobile and portable radio equipment to include a portable radio for each team member, headsets, microphones, batteries, radio holders and any accessories~~ communications equipment to include a portable radio and medical computer equipment.
- ~~6.~~ Providing all computer equipment and accessories to complete electronic patient care reports.
7. 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~~Sec. 790.25, F.S., which will be Sheriff's sole responsibility and reimbursable subject to Section ~~DG~~ below).
- ~~8.~~ Providing Medical oversight through the EMS Medical Director ~~as indicated in BA. 2. above.~~

8.

~~9.~~ Providing assistance in recruiting new Tactical EMS Team members, as requested.

9.

~~10.~~ Providing authorization for Tactical Paramedic Team to acquire a controlled substance box for operations and/or training needs as determined by the Tactical Paramedic Supervisor.

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

~~10.~~ The Tactical EMS Team Leader will coordinate closely with EMS & Fire Administration on EMS support provided by the County EMS System.

11.

~~4.12.~~ 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.

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

~~4.~~ 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 such as training, administrative responsibilities, and operational hours. This includes attendance at conferences including conference registration.:

~~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

~~—Tactical EMS medical training hours approved by the EMS Director~~

e. _____

~~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.~~

<u>Year</u>	<u>Amount</u>
<u>FY25</u>	<u>\$157,500</u>
<u>FY26</u>	<u>\$165,375</u>
<u>FY27</u>	<u>\$173,644</u>
<u>FY28</u>	<u>\$182,326</u>

- ~~1. The total salary benefit and conference cost reimbursement is capped at one hundred fifty-five thousand dollars and 00/100 (\$155,000) in FY24-25 and FY25-26.~~
- ~~2. 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 ten thousand and 00/100 dollars (\$10,000) five thousand and 00/100 dollars (\$5,000.00) in any fiscal year. Beginning on October 1, 2026, and each October 1st thereafter, the Annual Compensation shall be adjusted by the percentage increase in the Municipal Cost Index (published in American City and County Magazine) as of March each year (to assist in accurate budget forecasting) for the most recent twelve (12) months up to five percent (5.0%).~~
- ~~3. Beginning with FY25-26, budget submissions shall be included in the annual budgeting process and must be agreed upon by the Sheriff and EMS no later than April 1st each year for the following fiscal year. All budgets are subject to review and approval by the Authority.~~

<u>Year</u>	<u>Amount</u>
<u>FY25</u>	<u>\$165,000</u>
<u>FY26</u>	<u>\$181,500</u>
<u>FY27</u>	<u>\$199,650</u>

<u>FY28</u>	<u>\$240,645</u>
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2. E. P

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 ten thousand and 00/100 dollars (\$510,000.00) and five thousand and 00/100 (\$5,000) in any fiscal year.~~

Program ~~Implementation and~~ Coordination

D. ~~_____~~

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.~~

4.1. _____ As fully set forth herein, the 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.

5.2. _____ 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.

~~6.3.~~ The EMS Director or designee will assist with the medical aspects of Incident Action Plans for special events, dignitary standbys, and other deployments.

E.F. Liability/Sovereign Immunity

1. As set forth in ~~§~~Sec. 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 Secs. 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, Secs. 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 Secs. 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.

G. Term of the Agreement and Modification

F.

~~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. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024, and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Sheriff approval prior to July 1, 2029, which is subject to Authority and Sherriff approval prior to September 30, 2029. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024, for reimbursement purposes.~~

H. Termination

1. By Authority or Sheriff for Cause. ~~This Agreement may be terminated by Authority or Sheriff for cause upon twenty (20) days written notice to the Authority or the Sheriff. For purposes of this section "cause" shall mean a material breach by the Authority or Sheriff of any term, covenant, or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant, or warranty, Authority or Sheriff shall provide written notice of such breach and the Authority shall provide written notice of such breach, and the Authority or Sheriff shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.~~

2. By Authority or Sheriff without Cause. ~~This Agreement may be terminated without cause by Sheriff or the Authority upon ninety (90) days written notice to the other. 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.~~

4. ~~three~~3

~~G.I.~~ Mutual Cooperation

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

~~H.J.~~ 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~~ PCSO 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.K.~~ Entire Agreement

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

~~J.L.~~ 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.

MK. ~~___~~ 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.

N. ~~___~~ 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

Barry A. Burton

County Administrator
