

INTERLOCAL AGREEMENT

This Interlocal Agreement (ILA) dated this ____ day of _____, 2025, is made between Martin County, a political subdivision of the State of Florida ("County"), and the Martin County Sheriff, a constitutional officer of the State of Florida ("Sheriff"), for an Intra-agency Tactical Emergency Medical Support Program.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make this most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Sheriff and the County each have responsibilities for responding to special tactical and medical incidents with their jurisdictions; and

WHEREAS, in matters regarding these special tactical and medical incidents, the County and the Sheriff share an interest in conducting a successful operation; and

WHEREAS, the County provides, among other things, advance life support and emergency medical services; and

WHEREAS, the County and the Sheriff believe it is in the best interests of the health, safety and welfare of the County to collaborate to provide Special Weapons and Tactics (SWAT) Medic response in Martin County.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the County and Sheriff agree as follows:

SECTION I: INCORPORATION OF FACTS

The recitals above are true and correct and incorporated into this ILA.

SECTION II: PURPOSE

The purpose of this ILA is to establish the terms and conditions under which an Intra-agency Tactical Emergency Medical Support Program is created and continued. The Program will provide specialized pre-hospital emergency medical support to the Sheriff's Special Weapons and Tactics ("SWAT") Team during tactical operations. To that end, a tactically trained team of the Martin County Fire Rescue ("MCFR") Paramedics ("Tactical SWAT Medics") will be developed to support and integrate with the Sheriff's SWAT Team.

SECTION III: EFFECTIVE DATE AND TERM

Pursuant to Section 163.01(11), Florida Statutes, this fully executed and approved ILA shall take effect upon the filing with the Clerk of the Circuit Court and Comptroller for Martin County ("Clerk"). Either the County and/or the Sheriff may file the fully executed ILA with the Clerk. This ILA shall remain in effect until it is amended, superseded, or terminated by further written agreement between the Parties.

SECTION IV: RESPONSIBILITIES OF THE SHERIFF

The Sheriff shall provide all necessary tactical Personal Protective Equipment ("PPE") to Tactical SWAT Medics participating in active operations or training. The Sheriff shall maintain ownership and maintenance of all tactical PPE.

The Sheriff shall provide basic SWAT tactical training to the Tactical SWAT Medics prior to participating in active operations, defined as callouts, special events, and search warrants.

The Sheriff shall provide scheduled SWAT training, on a regular basis for the Tactical SWAT Medics to attend and fulfill the training requirements as coordinated by the SWAT Team Commander and MCFR.

SECTION V: RESPONSIBILITIES OF THE COUNTY

The County shall authorize Tactical SWAT Medics to attend SWAT training days and active operations as coordinated by the SWAT Team Commander.

The County shall provide on-line control and overall medical direction for the Tactical SWAT Medic program.

The County shall provide medical equipment to the Tactical SWAT Medics. Each Tactical SWAT Medic shall maintain the equipment in accordance with County policies. All such equipment shall be maintained and remain the property of the County.

SECTION VI: EMPLOYMENT STATUS OF TACTICAL SWAT MEDICS

This ILA shall not be construed to make any employee of the County an employee of the Sheriff for any purpose, nor any employee of the Sheriff an employee of the County. The Tactical SWAT Medics shall remain employees of the County for all purposes related to their employment and shall not be considered to be jointly employed by the Sheriff and the County. While operating at an official SWAT incident or duly authorized SWAT training session, a Tactical SWAT Medic will be considered to be acting within the scope of his or her employment with the County only to the extent that the acts of the Tactical SWAT Medic are consistent with his or her duties and responsibilities as a MCFR Paramedic and member of the Tactical SWAT Medic program.

Nothing in the ILA shall be construed to render any appointed MCFR Tactical SWAT Medic an employee or volunteer of the Sheriff for the purpose of Chapter 440, Florida Statutes, the Workers' Compensation Law or Chapter 447, Part II, Florida Statutes, the Public Employees Relations Act.

The Sheriff will promptly report to MCFR any conduct on the part of any appointed Tactical SWAT Medic that the Sheriff determines to be in violation of its rules and regulations. Any disciplinary action taken, if any, and other personnel matters will be the sole prerogative and responsibility of the County.

SECTION VII: FUNDING

The County shall be responsible for all of the County employees' salaries, benefits and associated personnel costs associated with their appointment as a Tactical SWAT Medic.

The Sheriff shall be responsible for all costs associated with law enforcement tuition for outside training and tactical PPE equipment required for the Tactical SWAT Medic program.

SECTION VIII: DUTIES OF THE TACTICAL SWAT MEDIC

The Tactical SWAT Medic is responsible for carrying out tactical orders given by the SWAT Team supervisors and medical orders that are either standing medical protocols or the direction of the Medical Director working with MCFR. The Tactical SWAT Medic will provide emergency medical treatment at the scene of all call outs and training exercises.

SECTION IX: DEPLOYMENT OF TACTICAL SWAT MEDICS

The Tactical SWAT Medic, as part of the SWAT Team, will be within the inner perimeter and in position to render immediate medical assistance to ill or injured individuals when their immediate evacuation is not possible due to hazardous circumstances. The Tactical SWAT Medic will be equipped and prepared to stabilize ill/injured individuals until they are turned over to other rescue personnel and transported to a medical facility.

SECTION X: TACTICAL SWAT MEDIC SELECTION

Applicants must be a Firefighter Paramedic with MCFR.

Applicants must meet selection criteria, as determined by MCFR and by the Sheriff.

Applicants shall be interviewed by the SWAT Team to determine his or her suitability for assignment to the SWAT Team.

Applicants must pass appropriate firearms qualifications to carry a Sheriff issued firearm, per Section 790.25, Lawful Ownership, Possession and Use of Firearms and Other Weapons, Florida Statutes

SECTION XI: MODIFICATION AND AMENDMENT

No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

SECTION XII: BREACH AND TERMINATION

A. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party 30 days written notice of such default and provide 30 days to cure such default before terminating this ILA as provided herein.

B. Either party shall have the right to terminate this ILA following 90 days written notice of such termination to the other party.

SECTION XIII: NOTICE

All notices required to be given under this ILA shall be deemed sufficient to each party when hand delivered, sent by mail or email to the following:

Martin County
Martin County Administrator
2401 SE Monterey Road
Stuart, Florida 34996
ddonalds@martin.fl.us

Sheriff
Martin County Sheriff's Office
800 SE Monterey Road
Stuart, Florida 34994
imbudensiek@mcsofl.org

SECTION XIV: REMEDIES

This ILA shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this ILA shall be held in Martin County, Florida.

SECTION XV: SEVERABILITY

In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this ILA and the same shall remain in full force and effect.

SECTION XVI: ENTIRETY OF AGREEMENT

This ILA represents the entire understanding regarding Tactical SWAT Medics between the parties supersedes all other negotiations, representations or agreement, written or oral, relating to this ILA.

SECTION XVII: FORCE MAJEURE

Neither party shall be deemed in default, nor in breach, of this ILA to the extent it is unable to be performed due to an event of Force Majeure. For the purpose of this ILA, Force Majeure shall mean and include any act of God, accident, fire lockout, strike or other labor dispute, riot or civil commotion.

SECTION XVIII: ASSIGNMENT OF RIGHTS

Neither party may assign, delegate or otherwise transfer its' rights and obligations set forth in this ILA to any other entity without the prior written consent of the other party. None of the provisions of this ILA shall be construed to give any rights or benefits to anyone other than the parties to this ILA.

SECTION XIX: LIABILITY

As between the Sheriff and the County, to the extent permitted by law, the County assumes responsibility for the actions, claims or damages arising for the negligent acts or omissions of its' employees in connection with the ILA and the Sheriff assumes responsibility for the actions, claims or damages arising from the negligent acts or omissions of its' employees in connection with this ILA. The foregoing provisions shall not constitute a waiver of sovereign immunity afforded by the Florida Constitution nor a waiver of limits set forth in Section 768.28, Florida Statutes nor consent to be sued by third parties.

SECTION XX: NON-APPROPRIATION

This ILA is subject to the availability of funding by the parties and does not obligate future appropriations for the obligations created herein.

SECTION XXI: HIPAA COMPLIANCE

The Sheriff acknowledges that the County is bound by the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Accordingly, the Sheriff acknowledges and agrees that the County shall not use or disclose protected health information ("PHI") and electronic protection health information (e-PHI") and that the Sheriff shall not seek or require the use or disclosure of PHI or e-PHI, except to the extent allowed by HIPAA, the regulations promulgated thereunder and any other applicable disclosure of PHI or e-PHI to the Sheriff occur, the

Sheriff shall not use or further disclose said information and shall immediately notify the County and return such PHI or e-PHI to the County.

Should the County determine that any of the provisions set forth in this ILA are inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, the County shall immediately be completely and forever discharged and released from said provisions and obligations and the parties shall promptly amend such provisions as necessary to comply with HIPAA and its' regulations.

SECTION XXII: WAIVER OF ATTORNEYS' FEES

The parties expressly and specifically agree that each party will bear its' own attorneys' fees and court costs incurred in connection with this ILA.


SECTION XXIII: CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the provisions of services under this ILA shall be presented in writing to the respective legal advisors. The legal advisors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

IN WITNESS THEREOF, the parties through their authorized representatives, do hereby execute this ILA on the date first written above.

MARTIN COUNTY SHERIFF'S OFFICE

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



JOHN M. BUDENSIEK
SHERIFF



BERNARD ROMERO
CHIEF LEGAL ADVISOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ELYSSE A. ELDER
ACTING COUNTY ATTORNEY