

## ACTION FORM BRYAN CITY COUNCIL

<b>DATE OF COUNCIL MEETING:</b> October 27, 2015		<b>DATE SUBMITTED:</b> October 9, 2015	
<b>DEPARTMENT OF ORIGIN:</b> Fire Department		<b>SUBMITTED BY:</b> R. McGregor	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>	<b>STRATEGIC INITIATIVE:</b>
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
<b>AGENDA ITEM DESCRIPTION:</b> Consider authorizing an Interlocal agreement with Brazos County to allow the Bryan Fire Department to provide tactical paramedic support to the Brazos County Sheriff's Office tactical team in the form of tactically trained paramedics. If approved, this agreement is for one (1) year beginning on November 1, 2015, and terminating on October 31, 2016. The agreement does allow for two (2) extensions of one (1) year each if desired by both parties.			
<b>SUMMARY STATEMENT:</b> If approved, the Bryan Fire Department (BFD) will assist in providing medical support for the Brazos County Sheriff's Office (BCSO) tactical team in the form of tactically trained paramedics. BCSO will provide tactical training and safety equipment, such as ballistic vests and other necessary equipment, to assigned paramedics. BCSO and BFD together will provide co-department training as deemed necessary.			
<p>The paramedics involved in this program are all full-time employees of BFD and have been selected by BFD Command Staff for service with the BCSO. Only paramedics completing the federal Counter Narcotics Tactical Operations Medical Support program or program equivalent sponsored by the Department of Defense or a "State Approved" Tactical Medic Program course may participate. Participation in this program is voluntary and the paramedic remains an employee of BFD and is compensated by the City of Bryan during actual call-outs and training. BCSO will incorporate the paramedics as full team members, having the Brazos County Dispatch notify the BFD Tactical Medic on call during all Tactical Team call-outs. BCSO requires that the paramedics continuously train with the Tactical Team and maintain active practice and training in the paramedic profession.</p> <p>This Interlocal agreement allows for BFD to provide tactical paramedic support to the BCSO tactical team during call-outs to ensure immediate and appropriate medical care is provided to any team member or civilian injured during tactical team operations.</p>			
<b>STAFF ANALYSIS AND RECOMMENDATION:</b> This Interlocal agreement allows for BFD to provide tactical paramedic support to the BCSO tactical team during call-outs to ensure immediate and appropriate medical care is provided to any team member or civilian injured during tactical team operations. The City of Bryan staff recommends approval of the Interlocal agreement.			
<b>OPTIONS (In Suggested Order of Staff Preference):</b>			
<ol style="list-style-type: none"> <li>1. Approve Interlocal agreement with Brazos County to provide tactical paramedic support.</li> <li>2. Do not approve Interlocal agreement with Brazos County and do not provide tactical paramedic support.</li> </ol>			
<b>ATTACHMENTS:</b> Proposed Interlocal Agreement with Brazos County For Tactical Paramedic Support			
<b>FUNDING SOURCE:</b> General Fund (Fire Department Budget – as budgeted)			

**APPROVALS:** R. McGregor; Hugh R. Walker, 10/12/2015

**APPROVED FOR SUBMITTAL: CITY MANAGER** Kean Register, 10-14-2015

**APPROVED FOR SUBMITTAL: CITY ATTORNEY**

Revised 05/2013

## **INTERLOCAL AGREEMENT TACTICAL PARAMEDIC SUPPORT**

**THIS INTERLOCAL AGREEMENT** is hereby made and entered into by and between the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”) and BRAZOS COUNTY, TEXAS (“County”), each acting by and through its duly authorized agents.

**WHEREAS**, the respective participating governments (the “Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code (“TGC”), Chapter 791, to enter into a joint agreement for the performance of the governmental function of providing Paramedic Services; and

**WHEREAS**, the Parties recognize the dangerous conditions and opportunity for injury presented during a tactical police deployment; and

**WHEREAS**, immediate medical support within the inner perimeter of a tactical operation can be crucial to the survival of injured officers, civilians, or suspects; and

**WHEREAS**, a City of Bryan paramedic has been working with the County in this capacity, and both Parties wish to formalize the agreement;

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

### **I. SCOPE**

1. Bryan Fire Department (“BFD”) will assist in providing medical support for the Brazos County Sheriff’s Office (“BCSO”) tactical team in the form of tactically trained paramedics. BCSO will provide tactical training and safety equipment to assigned paramedics such as ballistic vests and other necessary equipment. BCSO and BFD together will provide co-department training as deemed necessary.
2. The paramedics involved in this program are all full-time employees of BFD and have been selected by BFD Command Staff for service with the BCSO. Only paramedics completing the federal Counter Narcotics Tactical Operations Medical Support program or program equivalent sponsored by the Department of Defense or a "State Approved" Tactical Medic Program course may participate. Participation in this program is voluntary and the paramedic remains an employee of BFD and is compensated by the City of Bryan during actual call-outs and training.
3. BCSO will incorporate the paramedics as full team members, having the Brazos County Dispatch notify the BFD Tactical Medic on call during all Tactical Team call-outs. BCSO requires that the paramedics continuously train with the Tactical Team and maintain active practice and training in the paramedic profession.
4. The paramedics’ role on the team is one solely of medical support; therefore the paramedics will be unarmed, unless Texas Commission on Law Enforcement (“TCOLE”) certified and commissioned by a local law enforcement entity, and positioned at the discretion of the Tactical commander as the situation dictates. However, as a rule the unarmed paramedics will be positioned somewhere just outside the inner perimeter of the objective, unless due to the objective size this rule is not practical.

5. The City of Bryan tactical paramedic and the BCSO Sheriff's Emergency Response Group (SERG) Commander shall each comply with certain duties and training/certification requirements and agree to certain goals as part of this agreement. Such duties and responsibilities are attached to this agreement as "Appendix A," and may be amended by letter agreement, signed by the City of Bryan Fire Chief or his designee and the Brazos County Sheriff or his designee. Any amendments to Appendix A shall be provided to the City of Bryan City Secretary's office and the office of the County Judge of Brazos County for viewing by the public.
6. In case of a civil emergency or disaster that requires the services of all City of Bryan paramedics for City purposes, the City of Bryan Fire Chief or his designee has the authority to temporarily suspend this agreement until such time as he deems proper.

## **II. TERM AND TERMINATION**

7. This Agreement term shall begin November 1, 2015, and terminate at midnight on October 31, 2016. Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except those rights and obligations that have accrued under this Agreement prior to the date of termination shall survive.
8. This Agreement may be renewed for two (2) one year terms on the anniversary date hereof. Such Renewal Terms shall be on the identical terms and conditions set forth herein.

## **III. NOTICES**

9. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. mail to the following parties:

Bryan: City of Bryan  
P.O. Box 1000  
Bryan, Texas. 77805  
Attn: Jason P. Bienski, Mayor

County: Brazos County  
200 S. Texas Ave, Suite 332 Bryan, Texas 77803  
Bryan, Texas 77803  
Attn: County Judge Duane Peters

## **IV. CIVIL LAWSUITS**

10. In accordance with TGC 791.006(a-1), Bryan and County agree to assign responsibility for civil liability that arises from the furnishing of services under this agreement in a different manner than provided for in TGC 791.006(a). In the event that any person performing paramedic services pursuant to this Agreement shall be cited as a Party to any civil lawsuit, state or federal, arising out of the performance of those services, he/she shall be entitled to the same benefits that he/she would be entitled to receive if such civil action has arisen out of his duties as a member of Bryan and in the jurisdiction of Bryan.

11. Third-party claims against the Parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas.
12. Each Party to this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall be in Brazos County, Texas.

**V. INDEMNITY / RELEASE / HOLD HARMLESS**

13. As otherwise provide for under paragraph XI (Civil Lawsuits) and to the extent permitted by the laws of the State of Texas, and without waiving governmental immunity or the limitations as to damages under the Texas Tort Claims Act, the Parties each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or damage to any property, arising out of or in connection with the work performed under this Agreement. The Parties hereby agree that each Party will remain solely responsible for the legal defense and any civil liability due to the actions of a Law Enforcement Officer or other personnel regularly employed by the Party. Nothing herein shall be construed as a waiver of any legal defense of any nature to any claim against a Party or an agent, officer or employee of a Party.
14. Bryan assumes full responsibility for the services to be performed hereunder, and hereby releases, relinquishes, and discharges Brazos, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the services, personnel, or equipment provided by Bryan under this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Brazos, its officers, agents, and employees, or any third party.

**VI. RESERVATION OF IMMUNITY**

15. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from any activity conducted pursuant to this Agreement.

**VII. MISCELLANEOUS**

16. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
17. All parties to this Agreement agree that payment for the performance recited herein will be payable from current revenues available to such paying party.
18. This Agreement is the entire agreement between Bryan and the County relating to the provision of Tactical Paramedic Support and supersedes any and all prior agreements, arrangements, or understandings, whether written or oral.

19. This Agreement is for the benefit of the parties to this Agreement, and does not confer any rights on any third parties.
20. No amendment to this Agreement shall be effective or binding unless and until it is reduced to writing and signed by the authorized representatives of all parties, with the exception of amendments to Appendix A, as outlined in Article I, Section 5.
21. Failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of any party to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the part(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
22. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**NOW THEREFORE**, this Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Bryan and Brazos County. This Agreement shall be effective when signed by the last party signing makes the Agreement fully executed.

**City of Bryan**

**Brazos County**

\_\_\_\_\_  
Jason P. Bienski, Mayor

\_\_\_\_\_  
Duane Peters, County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Mary Lynne Stratta  
City Secretary

\_\_\_\_\_  
Karen McQueen  
County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Janis K. Hampton  
City Attorney  
City of Bryan, Texas

\_\_\_\_\_  
William Ballard  
Assistant County Attorney  
Brazos County, Texas

## APPENDIX A

**Responsibility of the City of Bryan Paramedic.** The Tactical Medic serves as a member of the medical team, and whose functions include:

- A. Assists with the acquisition of and maintaining important medical history and current health status on each team member. He also ensures the transfer of information to appropriate medical personnel to save valuable time during the treatment of injury or illness.
- B. Assists with the monitoring of medical effects of environmental conditions on individuals and team performance. The tactical medic immediately brings any problems to the team leader's attention,
- C. Assists with the provision of field medical treatment to team members injured or taken ill while engaged in mission activity. He ensures that team members are afforded the best possible treatment and are transferred in a timely manner to an appropriate level of care. He provides humanitarian medical assistance to non-law enforcement personnel injured or taken ill during an operation until appropriate transfer to the EMS system can be safely effected,
- D. Assists with the advocacy for officers who are treated by other medical providers. He establishes good working relationships with local Aeromedical systems and with receiving medical institutions and assures appropriate integration of the team's medical program with local health care delivery system. He also assists with keeping commanding officers apprised of his findings and recommends actions which should be taken to insure optimum outcomes for the deputy and the team following injury or illness,
- E. Assists with the conducting of Medical Threat Assessments to determine the potential impact of medical/health factors on a mission. He serves as a health information resource for team members. The Medical Team is the commander's advisor on matters relating to the health of the team,
- F. Assists with the provision of medical care under the direction of the Brazos County Sheriff's Office Medical Director, using specialized medical and extraction protocols and standing orders as established by the medical director,
- G. Makes himself available several times per month on an on-call basis to respond to Tactical Team call-outs, responding within 20 minutes to all calls. He will also carry a BCSO provided hand-held radio during responses to assure communications with dispatcher.

**Responsibility of the Tactical Commander.** Although the Medical Team serves as an advisor to the unit commander, the health and safety of the team is **ultimately a command responsibility** which cannot be abrogated. The commander's functions include:

- A. Providing command level support to the team medical officer for matters relating to health and safety. The commander should demonstrate through intent and action a true interest and concern in the physical and psychological welfare of team members,
- B.
- C. Ensuring appropriate safety measures for and by the paramedic are maintained during an operation, such as:

1. Positioning the unarmed paramedic at the scene of operation in a safe zone, but near the inner perimeter of the operation.
  2. Ensuring that the scene is safe and secure, as so far as is practical, prior to calling the unarmed tactical medic into the inner perimeter of an operation.
  3. Ensuring that a victim needing medical care get rapid access to advanced life support is paramount. Ultimately this is a command decision but this can be done by two methods. Safely extracting the victim to a warm zone out of immediate danger or taking advanced care to the victim by way of covering or escorting the Tactical Paramedic to the victim
- D. Ensuring appropriate medical coverage for all team activities.
- E. Ensuring that the BFD Command Staff assures the tactical medic maintains his medical skills at a level higher than the average paramedic through continuing education and clinical work.
- F. Facilitating implementation of the medical officer's recommendations when determined to be in the best interest of the team.

**Goals of Tactical Medical Support Activity.** Implementation of an effective tactical medical support program is directed at achieving these important goals:

- A. Provide for a safer environment in which the paramedic performs his duties at the scene of a tactical operation,
- B. Enhance mission accomplishment,
- C. Reduce death, injury and illness, and related effects, among officers, paramedics, innocents, and perpetrators,
- D. Reduce line of duty injury and disability cost to both agencies,
- E. Reduce lost work time for specially trained, hard-to-replace paramedics and officers,
- F. Maintain good team morale when true concern for the members' good health is realized.

**Training and Qualifications.** Certain basic principles guide the development of a sound medical support program. These include:

- A. Team medical officers will be trained to at least the PARAMEDIC level and will be required to maintained current certification through the Texas Dept. of State Health Services. Team medical officers will also maintain certification in Basic Trauma Life Support (BTLS) or Pre-hospital Trauma Life Support (PHTLS).
- B. Team medical officers must be familiar with, and able to effectively coordinate with the entire Emergency Medical System, from the area of operation to the receiving medical facility.
- C. Tactical medics must work with the Tactical Team on a regular basis and must be trained to understand mission objectives, tactics used, weapons, pyrotechnics and other devices likely to be employed, and communication policies and procedures. In order to function effectively in

support of a tactical team, the medic must have a working knowledge of the team, its tools and tactics.

- D. All BFD paramedics assigned as tactical medics must maintain their clinical skills by actively participating in patient care activities on a full time basis with BFD.
- E. Team medical officers shall complete specialized training which teaches the skills necessary to operate in the austere environment and receive federal certification as "Emergency Medical Technician - Tactical".
- F. All Tactical Paramedics for BFD must meet all BFD fitness and health standards. In addition to these cardiopulmonary standards, a strength testing component has been added to assure the medic can properly extricate a downed police deputy or victim who is wearing heavy protective gear.