

MEMORANDUM OF UNDERSTANDING

An understanding has been reached this 23rd day of August, 2018 , by and between Ogle County Sheriff's Office and the City of Rochelle

PURPOSE

The purpose of this Memorandum Of Understanding is to establish the terms and conditions under which an Inter-Agency Tactical Emergency Medical Support Program is created and continued between the parties. The program will provide specialized pre-hospital emergency medical support to the Sheriff's Emergency Response Team (ERT) during tactical operations. To that end, a team of Tactical Medics (Paramedics) will be developed to support and integrate with ERT, to allow for undistracted focus on providing medical rescue in support of the ERT operators and their mission.

WHEREAS, Rochelle Fire Department and Ogle County Sheriff's Office seek to enhance emergency service within Ogle County through an inter-agency partnership; and

WHEREAS, Rochelle Fire Department and Ogle County Sheriff's Office seek to create an inter-agency Tactical Emergency Medical Support Program (hereinafter referred to as ERT TEMS); and

WHEREAS, The ERT TEMS unit provides for Tactical Medics to work and train with the Ogle County Sheriff's Office Emergency Response Team (hereinafter referred to as ERT)

WHEREAS, The ERT TEMS provides for an ERT Tactical Medic to respond with ERT to all tactical operations as provided by this agreement; and

WHEREAS, Rochelle Fire Department and Ogle County Sheriff's Office work cooperatively to assure sufficient resources are allocated to the establishment and maintenance of the program created by this agreement; and

NOW, THEREFORE, In consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, The Rochelle Fire Department and Ogle County Sheriff's Office agree as follows:

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SECTION I: Tactical Medic Organizational Structure and Chain of Command

1.0 A defined structure of organization within the Ogle County Sheriff's ERT shall be established with respect to the ERT TEMS Program. The structure is as follows:

1. Sheriff or his designee
2. Patrol Command
3. ERT Team Leader
4. ERT Assistant Team Leader by Designation

1.2 The ERT TEMS Chain of Command within the program shall be defined as:

1. Tactical Medic Team Leader
2. Team Members by ERT TEMS Seniority

1.3 Each agency's respective chain of command shall be recognized and remain in effect for the duration of this Memorandum of Understanding. The chain of command of each agency shall exist independently of each other with the following provisions:

1. During tactical operations, the Tactical Medic Team Leader is under the direct command of the ERT Team Leader or his designee.
2. ERT Team Leader has the ultimate authority regarding tactical decisions. This includes patient care mitigation that may further endanger team members or the mission.
3. The Tactical Medic will make and implement all medical decisions as the Attending Medical Practitioner unless these decisions: jeopardize team safety, jeopardize mission accomplishment, or conflict with orders given by the ERT Team Leader or higher as listed in section 1.0.

SECTION II: RESOLUTION OF CONFLICTS

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2.0 If the two governing entities standard operating procedures, chain of command, or any other unforeseen circumstances come into conflict, issues will immediately be decided in the following manner:

1. The SHERIFF will have Jurisdiction of tactical and law enforcement issues concerning operations, safety, and confidentiality.
2. The ERT TEMS will have Jurisdiction of medical issues concerning appropriate pre-hospital emergency medical care under the following provisions: there exists no conflict with tactical mission objectives, team safety, or Team Leader orders given during tactical operations.
3. Conflicts involving patient care issues will be resolved through referring to the TEMS SMOs or if need be, a TEMS Medical Director approved Quality Assurance process.
4. Should conflicts arise that cannot be resolved, the chain of command within each department will come together in attempt to resolve those issues at the equivalent levels of each department, and in unison move up the chain of command as necessary.

SECTION III: ERT TEMS QUALIFICATIONS FOR PROGRAM PARTICIPATION

3.0 Tactical Medic Program candidates must meet the following minimum qualifications to be considered for acceptance or continued participation into the program:

1. Must be an Illinois Licensed Paramedic in good standing for at least one year.
2. Overall work, behavior, attitude, clinical skills, and professionalism during regularly assigned duties must be consistently demonstrated at "satisfactory" levels in all areas.
3. Candidates subject to background checks and any other investigatory checks deemed fit by team leaders.

3.1 Selection for participation in the Tactical Medic Program will be based on the following:

1. The Chief of the Rochelle Fire Department will submit the name of potential member to the Team Leader.
2. The Team Leader will interview and make a recommendation for full team approval.
3. Following the above process, the Sheriff will confirm the appointment.

3.2 Participation in the Tactical Medic Program will be based on the following:

1. Successful Completion of TacMed Essentials Basic and Advanced classes

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2. Mandatory to attend to a minimum of 50% of ERT trainings
3. Attend any other training updates that the Team Leader may deem necessary:
4. Completion of all required ERT TEMS in services
5. ERT Team Leader and the Sheriff may choose a number of Tactical Medics to make entries and require additional training for example:
 - a. Mandatory 40-hour firearm training with bi-annual qualifying
 - b. Annual Use of Force Training
 - c. Basic/Advanced CQB/SWAT Operator Class
 - d. Armored Vehicle Tactics Operator Course
 - e. Any other training deemed necessary from the Sheriff or Hierarchy

SECTION IV: CONFIDENTIALITY AND OPERATIONAL SECURITY POLICY

4.0 It is recognized that Tactical Medics will be exposed to confidential information during program participation. It is further recognized that Tactical Medics will be held to strict standards of confidentiality and operations security. Information covered under this policy will include, but is not limited to, the knowledge of:

1. ERT tactics
2. ERT Operations
3. The identities of ERT members and undercover law enforcement personnel

4.1 Unless otherwise directed by ERT Command, Tactical Medics are strictly prohibited from sharing any information, as outlined in 4.0, with any person or persons not authorized to receive such knowledge.

4.2 Unless otherwise directed by chain of command, Tactical Medics will refrain from communicating with the media

4.3 Any breach of the standards set forth in this agreement may result in discipline, suspension, or expulsion from the Tactical Medic Program. In addition, it is acknowledged that any violation of confidentiality may result in further discipline according to applicable laws.

SECTION V: RESPONSIBILITIES OF THE SHERIFF

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The following specific services and duties will be the obligations of the Sheriff's Office

5.0 The ERT Team Leader or designee shall provide dates of training via Email or phone for Tactical Medics to attend and fulfill the training requirements set forth in this agreement.

5.1 The Sheriff's Office will provide all required tactical gear as deemed necessary for the team. RFD may provide additional tactical equipment (ie. ballistic vests, ballistic helmets or tools) with the authorization of the Team Leader

SECTION VI: RESPONSIBILITIES OF ERT TEMS

The following specific services, duties, and responsibilities will be the obligation of ERT TEMS:

6.0 ERT TEMS shall provide, through a resource hospital; medical direction, medical protocols, medical training, and quality assurance to the Tactical Medic Program

6.1 ERT TEMS along with Rochelle Fire or other participating departments shall provide all medical equipment necessary for the program establishment and continued functioning

6.2 ERT TEMS shall make every effort to ensure Tactical Medics attend at least 50% of ERT monthly trainings, unless otherwise excused by the ERT Team Leader

6.3 ERT TEMS shall ensure Tactical Medics maintain, in good standing, all medical certifications and licenses.

6.4 ERT TEMS shall make every effort possible to provide a minimum of 1 Tactical Medic for every activation and a minimum of 2 Tactical Medics for interior operations.

SECTION VII: PROGRAM OBJECTIVES AND OPERATIONS

7.0 Standard operating procedures shall be developed jointly for the program by the Sheriff's Office and ERT TEMS. These procedures shall be in accordance with the program's purpose and objectives as stated in this agreement.

7.1 The following objectives of the Tactical Medic Program shall guide the development and evolution of program operations. These objectives are to:

1. Enhance ERT mission success
2. Reduce mortality and morbidity among ERT operators, law enforcement personnel, innocent victims, and perpetrators.
3. Reduce "line of duty" injuries and disability costs
4. Reduce lost work time for specially trained officers/deputies who are hard to replace
5. Maintain good team morale and welfare

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SECTION VIII: FUNCTIONS OF THE TACTICAL MEDIC

8.0 The Tactical Medic will perform specialized functions as part of the standard operational practices adopted for the program. These functions may include:

1. Acquiring and maintaining medical history, immunizations, and the current health status of each ERT Team Member. Strict confidentiality of medical information will be maintained at all times.
2. Development of Self-Aid/Buddy-Aid programs for team.
3. Monitoring the medical effects of environmental/mission conditions on individual and team performance. Any significant findings will immediately be conveyed to the Team Leader.
4. Providing medical treatment to ill or injured team members during tactical operations. Medical care will also be provided to non-law enforcement personnel injured or ill during tactical operations.
5. Serving as the patient advocate for ERT team members or other law enforcement officers /deputies who are treated by other medical providers. The Tactical Medic will establish good working relationships with other local emergency response agencies and definitive medical care facilities to assure the appropriate integration of the ERT TEMS program.
6. A Medical Threat Assessment (MTA) will be conducted for all tactical operations and training events as necessary.
7. Preparing the training and implementation of mission specific casualty extraction techniques. This training will also include Immediate Action Drills. It will be the Tactical Medic's role to develop Operator Recovery pre-plans for all call-outs/operations.
8. The Tactical Medic Team Leader or designee shall arrange for notification and/or staging of appropriate resources such as but not limited to: Medical Air Evac, stand-by ALS ambulances, fire departments, any other resources needed for scene stabilization

SECTION IX: TACTICAL MEDIC RESPONSE INCIDENTS

9.0 Tactical Medics will respond to every ERT callout, training, and emergency unless otherwise stated by the ERT Team Leader or any of the ERT Hierarchy

9.1 Upon activation (scheduled or unscheduled) training or other tasks assigned by the Sheriff, Tactical Medics will respond pursuant to statute (55 ILCS 5/3-6013) (from Ch. 34, par. 3-6013)

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SECTION X: GRANTS AND FUNDING

- 10.0 Any employee wages or overtime wages occurred during participation in the Tactical Medic Program by employees of the Rochelle Fire Department will be paid by the Rochelle Fire Department.
- 10.1 Both parties agree to engage, when feasible and desirable, to jointly seek grants to fund activities that are the subjects of this Memorandum of Understanding.

SECTION XI: IMPLEMENTING MEMORANDUM OF UNDERSTANDING

- 11.0 The parties of this agreement may enter into various memorandums of understanding (MOUs) to specifically implement all aspects of the Tactical Medic Program outlined herein.

SECTION XII: FURTHER ASSURANCES

- 12.0 In addition to the acts recited in or set forth, the Rochelle Fire Department and the Ogle County Sheriff's Office agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to the provisions of this Memorandum of Understanding.

SECTION XIII: EFFECTIVE DATE AND TERM

- 13.0 This agreement will take effect as soon as it is signed by all necessary representatives from both parties. If either party deems necessary that this agreement be void, said notice shall be given not less than 90 days prior to the termination date.

SECTION XIV: SUCCESSORS AND ASSIGNS

- 14.0 This agreement along with the terms and conditions hereof shall be binding upon and inure to the benefit of the Ogle County Sheriff's Office and Rochelle Fire Department and their respective successors in interest.

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SECTION XV: BINDING EFFECT

15.0 Each party hereto represents to the other that it has undertaken all necessary actions to execute this agreement, and that it has the legal authority to enter into this agreement, and to undertake all obligations imposed on it.



Ogle County Sheriff 08/23/18 Date

City of Rochelle, Fire Chief Date

City of Rochelle, City Manager Date