

RESOLUTION NO. 2024 - 329

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE FEDERAL BUREAU OF INVESTIGATION FOR THE ALLOWANCE OF FBI PERSONNEL TO PARTICIPATE IN RIDE ALONG ACTIVITIES WITH THE FIRE RESCUE DEPARTMENT; AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT.

WHEREAS, The Federal Bureau of Investigation (FBI) has requested to partner with St. Johns County Fire Rescue to allow FBI persnell to participate in ride along training with the department; and

WHEREAS, Fire Rescue and the FBI mutually agree that this arrangement is beneficial to the County and the FBI; and

WHEREAS, personnel who participate on behalf of the FBI will be qualified and certified Emergency Medical Technicians; and

WHEREAS, this MOU is not an obligation or commitment of funds nor a basis for transfer of funds, but rather is a basic statement of understanding between the two parties.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the attached Memorandum of Understanding, and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the board of County Commissioners.

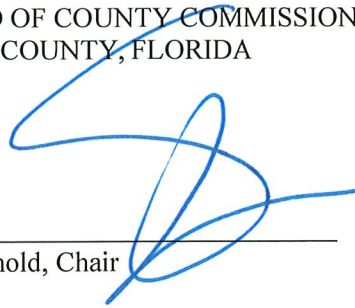
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of August 2024.

Attest: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Yvonne King
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By:



Rendition Date AUG 09 2024

Sarah Arnold, Chair



Memorandum of Understanding Between the
Federal Bureau of Investigation and
St. Johns County

- A. Preamble: The Jacksonville Division of the Federal Bureau of Investigation (FBI) has an interest in maintaining the emergency medical capabilities and qualifications of FBI personnel assigned to duty as emergency medical technicians (EMT) in support of FBI operations. St. Johns County has an interest in utilizing qualified EMT volunteers for the benefit of the community. The FBI and St. Johns County enter into this Memorandum of Understanding (MOU) for the mutual benefit of both parties.
- B. Purpose: This MOU outlines the understanding of both parties regarding the FBI's participation in the St. Johns County EMT service.

This MOU is not an obligation or commitment of funds nor a basis for transfer of funds, but rather is a basic statement of the understandings between the parties. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable law, regulations, and policies. The parties expressly acknowledge that this in no way implies that the United States Congress will appropriate funds for such expenditures.

- C. Authority: This agreement is entered into pursuant to 28 U.S.C. § 533, and 28 C.F.R. § 0.85.
- D. Responsibilities of the FBI or FBI participants, respectively:
1. FBI personnel serving as EMTs with the St. Johns County pursuant to this MOU ("FBI participants") will do so on official FBI time to fulfill training, certification, and/or qualification requirements;
 2. FBI participants shall comply with the policies, procedures, and protocols of the St. Johns County applicable to specific EMT duties and operations, to the extent they do not conflict with applicable Department of Justice or FBI policies, procedures, or protocols;
 3. FBI participants will be certified Emergency Medical Technicians-Basic or Paramedic;
 4. The FBI will designate a person to act as liaison with the St. Johns County for purposes of this MOU;
 5. The FBI will coordinate participation with the St. Johns County in advance and understands that participation is at the sole discretion of St. Johns County.
 6. FBI participants will not retain personally identifying information or private health information of victims or patients encountered during provision of emergency services on behalf of the St. Johns County.
- E. Responsibilities of St. Johns County:
1. The St. Johns County shall provide an orientation to the FBI participants regarding St. Johns County facilities, policies, procedures, and protocols;
 2. The St. Johns County shall continue to assume and maintain overall responsibility for the medical care of victims and patients encountered during provision of emergency services;
 3. The St. Johns County understands that the FBI participants are on-call 24 hours a day and must be available to respond, on behalf of the FBI, at all times. St. Johns County therefore agrees to relieve from duty or on-call status any FBI participant upon notification that the FBI participant must respond to FBI matters;
 4. The St. Johns County will designate a person to act as liaison with the FBI for purposes of this MOU;
 5. The St. Johns County will not use the "Federal Bureau of Investigation," "FBI," or any related seal or insignia in any of its publications or advertising media;
 6. The St. Johns County reserves the right to deny participation as an EMT in the St. Johns County to any FBI participant whose conduct or work is not in the best interests of the St. Johns County, provided that such denial does not violate any state or federal anti-discrimination laws and is otherwise lawful.
 7. The St. Johns County agrees to not compensate FBI participants for service performed under this MOU, except for any incidental in-kind materials otherwise supplied to volunteers, such as uniform items or supplies.
- F. Public Affairs: Any media releases or statements regarding the training relationship described herein or incidents associated with the same, will be handled according to FBI procedures.

- G. Liability: The parties acknowledge that this MOU does not alter applicable law governing the potential liability of any party or employee or agent thereof. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, which includes FBI personnel, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA) 28 U.S.C. § 1346(b), and §§ 2671-2680. Additionally, the Federal Employees' Compensation Act (FECA), provides compensation benefits to federal employees for temporary disability due to employment-related injury or disease. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties hereto or by any party against the other.
- H. Term: The effective date of this MOU is the date it is executed by the last signatory. The MOU will remain in effect until modified or terminated by the parties. St. Johns County or the FBI may terminate the MOU at any time, with written notification to the other party.
- I. Modifications or amendments: Any modification or amendment to this MOU will not be in force unless and until such amendment is reduced to writing and signed by both parties.
- J. Conflict resolution: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to a local, state, or federal court.

By subscription of their signatures below, the parties acknowledge that they have read, understood, and will abide by the foregoing statements in this MOU.

Signature
Coult Markovsky
Acting Special Agent in Charge
Federal Bureau of Investigation

Date

Signature
Sean McGee
Fire Chief
St. Johns County

Date