

Resolution No. \_\_\_\_\_

A resolution approving an intergovernmental agreement between the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Fire Department ("NFD"), and the Tennessee Bureau of Investigation ("TBI") to establish an emergency medical technician ("EMT") training relationship.

WHEREAS, the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Fire Department, and the Tennessee Bureau of Investigation, have entered into the Memorandum of Understanding attached hereto, for the participation of TBI personnel in EMT services provided by the NFD; and,

WHEREAS, the Tennessee Bureau of Investigation has interest maintaining certified EMT personnel to provide emergency medical care in support of TBI operations; and,

WHEREAS, the Nashville Fire Department has an interest in utilizing qualified EMT volunteers for the benefit of the community; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the intergovernmental agreement between the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Fire Department ("NFD"), and the Tennessee Bureau of Investigation ("TBI") attached hereto, is hereby approved and authorized to execute the same.

Section 2. This resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:



\_\_\_\_\_  
William Swann, Director-Chief  
Nashville Fire Department

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO AVAILABILITY  
OF FUNDS:



\_\_\_\_\_  
Jenneen Reed, Director Department  
of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Lexis A. Ward*  
\_\_\_\_\_  
Assistant Metropolitan Attorney

## **MEMORANDUM OF UNDERSTANDING**

### **TENNESSEE BUREAU OF INVESTIGATION AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE NASHVILLE FIRE DEPARTMENT**

#### **I. PREAMBLE**

The Tennessee Bureau of Investigation (herein Bureau or TBI) has an interest in maintaining personnel certified as Emergency Medical Technicians (EMT) to provide emergency medical care in support of TBI operations. The Metropolitan Government of Nashville and Davidson County, by and through the Nashville Fire Department (NFD), has an interest in utilizing qualified EMT volunteers for the benefit of the community. Accordingly, the TBI and NFD enter into this Memorandum of Understanding (MOU) establishing a training relationship for the mutual benefit of both parties.

#### **II. PARTIES**

This MOU is between the NFD and TBI (hereinafter collectively referred to as the "Parties").

#### **III. PURPOSE**

The purpose of this MOU is to document the agreed responsibilities and functions of the above Parties with respect to the participation of TBI personnel in the EMT services provided by NFD.

#### **IV. SPECIFIC RESPONSIBILITIES**

1. The TBI agrees to the following:
  - a. TBI personnel serving as EMTs with the NFD pursuant to this MOU will do so on official TBI time to fulfill training, certification, and/or qualification requirements associated with their status as an EMT;
  - b. TBI participants shall comply with the policies, procedures, and protocols of the NFD applicable to specific EMT duties and operations consistent with their level of EMT licensure and to the extent that they do not conflict with applicable TBI policies and/or procedures;
  - c. TBI participants under this MOU will be certified as EMT-Basic or EMT-Advanced with the State of Tennessee and/or National Registry of Emergency Medical Technicians (NREMT) as appropriate to their training status within TBI;

- d. The TBI will designate one individual to serve as the liaison with the NFD for the purposes of this MOU. This individual shall make arrangements regarding such matters as scheduling, uniforms, equipment, and other related matters;
  - e. The TBI is responsible for prior coordination with the NFD prior to TBI personnel participation and that any and all participation is at the sole discretion of the NFD; and
  - f. TBI personnel will not retain any personally identifying information or private health information of any patient during participation under this MOU.
2. The NFD agrees to the following:
- a. The NFD shall provide an orientation to all TBI participants to familiarize TBI participants with the policies, procedures, protocols, and scheduling procedures;
  - b. The NFD shall continue to assume and maintain overall responsibility for the medical care of all patients encountered during operations where TBI personnel are participating;
  - c. The NFD understands that TBI personnel are on-call at all times and are subject to call out on behalf of the TBI. NFD agrees to take all reasonable measures to relieve TBI personnel from their participation upon notice of such a call out;
  - d. The NFD will designate one individual to serve as the liaison with the TBI for the purposes of this MOU. This individual shall make arrangements regarding such matters as scheduling, uniforms, equipment, and other related matters;
  - e. The NFD shall not use “Tennessee Bureau of Investigation”, photographs or other representations of TBI personnel, “TBI”, or any TBI seal or insignia for any advertising, social media, or other related purpose without express permission of Bureau personnel;
  - f. The NFD reserves the right to deny participation under this MOU to any TBI personnel whose conduct or work is not in the best interests of the NFD in accordance with applicable law and regulation.
3. Both Parties agree that any media releases or statements regarding the training relationship described herein or any incidents associated with the same will be handled in accordance with TBI policy and that no such release or statement will be issued without approval of both Parties;

**V. EFFECT OF THIS MOU**

- 1. This MOU is not an obligation or commitment of funds, nor a basis for the transfer of funds, but rather is a basic statement of the understanding between the Parties of the

matters described herein. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

2. This MOU does not constitute an agreement for either Party to assume or waive any liability or claim under any applicable law.

## **VI. EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION**

1. This MOU shall become effective when executed by both Parties and will continue in effect until terminated. This MOU may be modified at any time by written consent of both Parties.
2. This MOU may be terminated, with respect to either Party, at any time upon written notice of withdrawal to the other Party. The Party desiring to withdraw from this MOU will provide written notification to the other Party at least thirty (30) days prior to the withdrawal. Such notice will be the subject of immediate consultation by the Parties to decide upon the appropriate course of action.
3. The Parties intend to review this MOU annually, from the date of execution, to ensure all provisions are meaningful and current.

### **FOR THE NASHVILLE FIRE DEPARTMENT**



---

Chief Frederick Smith  
Nashville Fire Department

May 14, 2025

---

Date

### **FOR THE TENNESSEE BUREAU OF INVESTIGATION**

---

David Rausch  
Director  
Tennessee Bureau of Investigation

---

Date