

**Memorandum of Understanding between**  
**Federal Bureau of Investigation (FBI)**  
**and**  
**City of Milwaukee Health Department (MHD)**  
**concerning the**

**Provision of Medical Countermeasures to the Milwaukee Division of the FBI**

**I. Purpose**

This Memorandum is made and entered into by and between the MHD and the FBI for the purpose of cooperation as it relates to the deployment of medical countermeasures and supplies (such as vaccine, antibiotics, antivirals, and other medicines) made available from either the Centers for Disease Control and Prevention (CDC), the Wisconsin Division of Public Health, Department of Health Services (DPH), through MHD staff, for a maximum of 180 FBI employees reporting for emergency duty to the Milwaukee Division of FBI.

**WHEREAS**, the FBI seeks to safeguard its emergency response staff; and,

**WHEREAS**, the FBI and the MHD intend to cooperate and collaborate as a law enforcement agency and investigative first responding agency to serve the community in a manmade or naturally occurring biological event,

**WHEREAS**, the MHD may receive emergency medical countermeasures and supplies from the CDC or DPH, or other federal and state government sources following a manmade or naturally occurring biological event, and MHD will be responsible for delivering these medical countermeasures to populations at risk in a highly efficient manner to save lives; and,

**WHEREAS**, the MHD has the capability to provide these medical countermeasures to potentially exposed FBI staff that may be required to report to duty and unable to pickup medical countermeasures at MHD public mass clinics; and,

**NOW THEREFORE**, the MHD and the FBI understand and mutually agree to the extent possible, with consideration to available resources, current federal, state, and local laws, current recommendations from CDC and/or DPH, FBI policies, regulations, and procedures, to reciprocate assistance in accordance with the provisions of said Memorandum.

**II. Liability**

It is understood that none of the parties to this agreement waive any of their sovereign or statutory immunities under the law.

### **III. Scope**

For planning purposes, it is assumed the FBI staff requiring institutional delivery of emergency medical countermeasures and supplies, defined as the FBI Milwaukee Division, consists of a maximum of 180 individuals.

### **IV. Responsibilities**

#### **A. City of Milwaukee Health Department**

##### **Planning**

1. The MHD point of contact or his/her designee will work with the FBI point of contact or his/her designee with respect to the planning, activation, delivery, and dispensing operations to support the development of FBI's medical countermeasure response plans.
2. The MHD point of contact or his/her designee will meet with the FBI point of contact or his/her designee to periodically review the medical countermeasures response plans.
3. The MHD point of contact or his/her designee will notify the FBI point of contact or his/her designee of any State or Federal planning changes that would affect this Memorandum.

##### **Activation and Operation**

1. The MHD point of contact or his/her designee will notify the FBI point of contact or his/her designee of the decision to provide medical countermeasures and supplies to population at risk and the decision to activate this agreement to support any such population located on or confined to the contaminated area defined in the scope. The MHD will request confirmation of the number of FBI staff designated to receive medical countermeasures, and delivery location of medical countermeasures, and the FBI point of contact at the delivery location.
2. If necessary, the MHD Commissioner of Health or his/her designee will determine delivery apportionment based on but not limited to: current and expected supply levels, pre-defined or updated FBI staffing numbers, current recommendations from CDC and/or DPH, the prevailing epidemiology and medical directives as prescribed by the MHD Commissioner of Health or his/her designee.
3. MHD point of contact or his/her designee will, as necessary, provide medical countermeasures and appropriate information to the FBI point of contact or his/her designee consistent with current directives of the MHD Commissioner of Health or his/her designee.
4. The MHD point of contact or his/her designee will, as necessary, provide any updated scenario information and coordinate delivery of supplies, medical countermeasures, supporting information and forms to the FBI Milwaukee Field Office, 330 East Kilbourn Avenue, Suite 600, Milwaukee, Wisconsin.

5. In the event that circumstances require FBI assistance in the movement of medical countermeasures and supplies, the MHD point of contact or his/her designee will provide pickup location, pickup time, and request confirmation of the FBI staff assisting in the movement of medical countermeasures and supplies from the FBI point of contact or his/her designee. At the pickup site, MHD staff will verify credentials of the FBI staff and transfer custody of the medical countermeasures and supplies.
6. In the event that FBI staff have to report to an offsite “non-public” clinic, the MHD point of contact or his/her designee will provide the FBI point of contact or his/her designee with an offsite location, date and time where FBI staff can receive their medical countermeasures.

### **Recovery**

1. The MHD point of contact or his/her designee will coordinate with the FBI point of contact or his/her designee for the MHD retrieval of remaining medical countermeasures and supplies from the FBI Milwaukee Field Office.

## **B. FBI**

### **Planning**

1. The FBI point of contact or his/her designee will provide the MHD point of contact or his/her designee with estimates of both the average and likely maximum numbers of FBI staff described in the scope.
2. The FBI point of contact or his/her designee will recommend a location (to be reviewed and approved by MHD) to the MHD point of contact or his/her designee for providing medical countermeasures to FBI staff.
3. The FBI point of contact or his/her designee will develop plans and identify internal resources to assist MHD in the dispensing of medical countermeasures to the FBI staff outlined in the scope.
4. The FBI will follow appropriate federal laws and FBI policies and regulations during all phases of dispensing medical countermeasures to FBI staff outlined in this MOU.

### **Activation and Operation**

1. The FBI will provide an appropriate location for MHD staff to dispense medical countermeasures to FBI staff at the FBI Milwaukee Field Office or another FBI designated location.
2. In the event the FBI Field Office is “Locked Down” due to an increased threat and subsequent elevated security condition, off-site emergency response to the FBI Milwaukee Field Office may be hindered during the initial hours of the incident/event. During such an event, the MHD point of contact or his/her designee will petition/consult with the FBI point of contact or his/her designee or other law enforcement authorities for access to the FBI Milwaukee Field Office to provide medical countermeasures, and the release of FBI staff to aid the local community. Given the nature and scope of such an event, each situation is unique and will require consideration and approval on a case-by-case basis.

3. In the event that FBI staff is required to report to an offsite “non-public” clinic to receive medical countermeasures from MHD, the FBI point of contact or his/her designee will consult with the MHD point of contact or his/her designee on a location, date and time of the offsite “non-public” location and disseminate this information to the FBI staff.

**Recovery**

1. The FBI point of contact or his/her designee will coordinate with the MHD point of contact or his/her designee for the removal of remaining medical countermeasures and supplies from the FBI Milwaukee Field Office.

**V. Points of Contact**

**City of Milwaukee Health Department:**

Primary Point of Contact

Name: Paul A. Biedrzycki, MPH, MBA

Title: Director, Disease Control & Environmental Health Services

Telephone: 414-286-5787

Cellular Phone: 414-397-3023

Pager: N/A

Email: pbiedr@milwaukee.gov

Alternate Point of Contact:

Name: Anupa Gandhi, MS

Title: Public Health Emergency Response Planning Coordinator

Telephone: 414-286-6457

Cellular Phone: 414-397-1623

Page: N/A

Email: agandh@milwaukee.gov

24 Hour Point of Contact

City Hall Operator

Telephone: 414-286-2150 or 414-286-3200

**FBI:**

Primary Point of Contact

Name:

Title:

Telephone:

Email:

Alternate Point of Contact

Name:

Title:

Telephone:

Email:

24 Hour Point of Contact  
FBI Field Office Communications Center  
Telephone:

#### **VI. Duration of the Agreement**

The effective period of this Memorandum of Understanding begins on the date of signature and remains in effect indefinitely unless so modified, changed, amended or terminated in writing by either party with 30 days notice. Either party may request a review of the Memorandum of Understanding at any time, if so desired.

#### **VII. Modification, Change, Amendment, or Termination**

Any modifications, changes, or amendments to this agreement must be in writing, and are contingent upon approval by the City of Milwaukee Health Department and the FBI. Any party to this agreement may terminate with 30 days written notice.

#### **VIII. Miscellaneous**

This Memorandum is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.

This Memorandum is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this Memorandum. 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 this in no way implies that Congress will appropriate funds for such expenditures.

#### **IX. Concurrence**

It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein.

#### **X. Common Council Approval and Ratification**

The parties to this Memorandum understand that is subject to approval by the Common Council of the City of Milwaukee, and it will not become effective unless and until such approval is obtained.

Bevan K. Baker, FACHE

Richard K Ruminski

Commisioner of Health  
City of Milwaukee Health Department

Special Agent in Charge  
Milwaukee Field Office  
Federal Bureau of Investigation

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date:

Date:

FBI Approval for Legal Sufficiency  
Name  
General Counsel  
Signature: \_\_\_\_\_

Date:

City of Milwaukee Attorney's Office  
Name

Signature: \_\_\_\_\_

Date: