

Memorandum of Understanding
Between the
Federal Bureau of Investigation
And the
Williamson County Emergency Medical Service (Wilco EMS)

A. Preamble

The San Antonio-Austin RA of the Federal Bureau of Investigation (FBI) has an interest in maintaining the emergency medical capabilities and qualifications of the FBI personnel assigned to duty as emergency medical technicians (EMT) in support of FBI operations. The FBI and Williamson County Emergency Medical Services enter into this Memorandum (MOU) for the mutual benefits of both parties.

B. Purpose

This Agreement outlines the understanding of both parties regarding the FBI's participation in Williamson County Emergency Medical Services (Wilco EMS) ambulance service. This Agreement shall be administered through the County's Emergency Medical Services.

C. Authority

This agreement is entered into pursuant to 28 U.S.C. § 533, and 28 C.F.R. § 0.85.

D. Responsibility of the FBI or FBI participants, respectively:

1. FBI personnel serving as EMTs with the Wilco EMS 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 Wilco EMS 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 Wilco EMS for purposes of this MOU;
5. The FBI will coordinate participation with Wilco EMS in advance and understands that participation is at the sole discretion of Wilco EMS.
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 Wilco EMS.

E. Responsibility of Williamson County Emergency Medical Services

1. The Wilco EMS shall provide an orientation to the FBI participants regarding Wilco EMS facilities, policies, procedures, and protocols;
2. The Wilco EMS shall continue to assume and maintain overall responsibility for the medical care of victims and patients encountered during provision of emergency services;

3. The Wilco EMS 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. Wilco EMS, 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. Wilco EMS will designate a person to act as liaison with the FBI for purposes of this MOU;
5. Wilco EMS will not use the "Federal Bureau of Investigation," "FBI," or any related seal or insignia in any of its publications or advertising media;
6. Wilco EMS reserves the right to deny participation as an EMT in Wilco EMS to any FBI participant whose conduct or work is not in the best interests of Wilco EMS, provided that such denial does not violate any state or federal anti-discrimination laws and is otherwise lawful.
7. Wilco EMS 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. 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. Wilco EMS 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.

Christopher Combs
BY: KST

Christopher H. Combs
FBI Special Agent in Charge
San Antonio – Austin RA

8/4/2021

Date

WPK

Williamson County EMS

4/30/2021

Date

Bill Hamill

Authorized Agent
Williamson County, TX

May 11, 2021

Date