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MEMORANDUM OF UNDERSTANDING
BETWEEN TOM GREEN COUNTY
AND JAMES G. VRETIS, DO

This Memorandum of Understanding (MOU) is an agreement as entered into between TOM GREEN COUNTY, a legal and political subdivision of the State of Texas (hereinafter referred to as County) and JAMES G VRETIS, DO, (hereinafter referred to as "Tactical Medical Director") for the purpose of providing medical support during Tom Green County Sheriff Department's SWAT Operations and SWAT Training, as well as guidance and assistance concerning the implementation and oversight of the SWAT Emergency Medical Technician (EMT) Program.

A protocol shall be developed for the stationing of Tactical Medical Director personnel in safe areas in reasonable proximity to the scene of the operation. Tom Green County Sheriff Department personnel shall be responsible for removing injured persons to such areas for treatment and transport to medical facilities.

This MOU is not an obligation or commitment of funds nor a basis for a 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 and expenses 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 laws, regulations, and policies.

ROLES AND RESPONSIBLITIES

The Tom Green County Sheriff Department's SWAT Team ("SWAT TEAM") will:

1. Maintain complete responsibility for the overall direction of the tactical operations and training scenarios.

2. Designate a Team Leader or Assistant Team Leader to be responsible for the supervision and control of the Tactical Medical Director's personnel during the time that such personnel are involved in an operation, or training scenario.

3. Provide the non-medical supplies and equipment necessary to carry out any assignment conducted pursuant to this MOU.

4. Make training arrangements and provide timely notice to the Tactical Medical Director concerning when and where its services are needed.

5. Provide transportation when necessary for the Tactical Medical Director personnel from the Tom Green County Sheriff's Department or other agreed upon location to the training or operational site utilizing SWAT TEAM vehicles.

6. Reimburse travel expenses incurred for the Tactical Medical Director personnel, while deploying at SWAT TEAM request, not to exceed the maximum per diem amount allowable by Tom Green County.

The Tactical Medical Director will:

1. Maintain overall supervisory and administrative responsibility relating to the Tactical Medical Director's personnel for all matters unrelated to the operation.

2. Follow all directives of SWAT TEAM personnel that are related to the operation or the immediate safety of those involved.

3. Provide emergency medical support and not act in any other capacity. Personnel assigned to any tactical operation or training scenario shall not be considered a peace officer as that term is commonly defined under the laws of the State of Texas and shall have no law enforcement authority or responsibilities.

4. Will not utilize any vehicles, machinery or equipment of the SWAT TEAM except as specifically authorized by the SWAT TEAM leader or assistant team leader assigned to a tactical operation or training scenario.

5. Execute a Non-Disclosure Agreement regarding the non-disclosure of all SWAT related information and operations obtained during the course of any Law Enforcement Training or Operational Activity or any operation the Tactical Medical Director engages in on behalf of the SWAT TEAM.

6. Refer all questions from the media regarding SWAT TEAM operations to the Tom Green County Sheriff's Department.

7. Provide or supply all necessary medical tools or supplies used during the normal course of their profession, including all supplies or items needed to provide regular or emergency medical support for any SWAT TEAM tactical operation or training activity.

LIABILITY

Liability for any negligent or willful acts of the employees of the Tactical Medical Director, undertaken outside the terms of this MOU and without prior express approval of supervisory personnel associated with the Tom Green County Sheriff's Department, will be the sole responsibility of the Tactical Medical Director and the employees involved.

The Tactical Medical Director shall indemnify, defend and hold harmless Tom Green County and its elected officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with the performance or non-performance of the provider's responsibilities under this Agreement.

Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Tactical Medical Director in performing under this Agreement.

FUNDING FOR THE TACTICAL MEDICAL DIRECTOR PERSONNEL

Absent a separate written agreement to the contrary, Tom Green County will not be responsible for providing compensation or benefits for Tactical Medical Director personnel who render emergency medical treatment or services in connection with this Agreement. This provision shall not prevent compensation from non-County sources or revenues.

MEDIA RELASES

Any media releases or statements regarding tactical operations and training scenarios will be handled by the Tom Green County Sheriff's Department.

EFFECTIVE DATE, DURATION, MODIFICATION, AND TERMINATION

This MOU will become effective on the date of the last party signature and will remain in effect until modified or terminated. It may be amended or terminated by either party upon thirty days written notice to the other.

This document constitutes a complete agreement between Tom Green County and the Tactical Medical Director and modifications will not be in force until such modification is reduced to writing and signed by all parties.

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

Signed this 24th day of Sept., 2015

TOM GREEN COUNTY

Stephen C. Floyd, County Judge, acting in
his official capacity and not individually

JAMES G. VRETIS, DO

James G. Vretis, DO

APPROVED AS TO CONTENT:

David Jones, Tom Green County Sheriff

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