

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to the "MOU") is made and entered into by and between the Johnson County Sheriff's Office, acting herein by and through the Commissioners Court of Johnson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "JCSO", and CareFlite, a Texas nonprofit 501 (c) 3 corporation, hereinafter referred to as "CareFlite" with its principal offices located in Grand Prairie, Texas, individually referred to as a "Party" and collectively referred to as the "Parties".

Whereas, CareFlite has Special Teams which consist of tactical medics, and rescue and recovery dive crews and;

Whereas, the tactical medics would be beneficial to the JCSO when executing high risk warrants; and

Whereas, the rescue and recovery dive crews would be beneficial in assisting the JCSO in the recovery of evidence and bodies from any body of water, including but not limited to lakes and stock ponds located in Johnson County; and

Whereas, the Special Teams would be available to the JCSO any time of the day; and

Whereas, the JCSO desires to have the assistance of CareFlite's Special Teams.

NOW THEREFORE, the Parties agree as follows:

I.

The JCSO will notify CareFlite on an "as needed" basis to have CareFlite's tactical medics accompany the JCSO when the JCSO determines that the warrant to be served is of a high risk (meaning that there is a likelihood that the suspect named on the warrant may resist being arrested and violence may occur), and CareFlite agrees when notified to have the tactical medics accompany the JCSO when serving the warrant.

II.

The JCSO will notify CareFlite on an "as needed" basis when a rescue and recovery dive crew is needed to recover evidence or a body from a body of water, including, but not limited to lakes and stock ponds, located in Johnson County, and CareFlite agrees when notified to provide a rescue and recovery dive crew to assist in the recovery of the evidence or body.

III.

The JCSO will notify CareFlite on an "as needed" basis to have CareFlite's Special Teams involvement in any situation, including, but not limited to training, that the JCSO finds appropriate for CareFlite's involvement, and CareFlite agrees when notified to participate.

IV.

The Parties agree and understand that the JCSO will be in charge of any scene where CareFlite's tactical medics are accompanying the JCSO in serving a warrant and when the rescue and recovery dive crew is assisting in the rescue and recovery of evidence or a body from a body of water; however, the Parties agree and understand that CareFlite will be responsible for the specific methods, practices and procedures to be used by the tactical medics and the rescue and recovery dive crew in carrying out their respective duties and responsibilities.

V.

This Agreement is not intended to extend liability of the parties beyond that provided by law. Neither the JCSO, Johnson County nor CareFlite waives any immunity or defense that would otherwise be available to it against claims by third parties. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause the JCSO, Johnson County or CareFlite to incur additional liability other than liability it would have under the law without this MOU. CareFlite agrees to indemnify and hold harmless the JCSO, Johnson County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the JCSO's performance or non-performance of this MOU.

VI.

Nothing contained in this MOU is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this MOU does not create a joint enterprise, nor does it appoint any Party as an agent of any other Party, for any purpose whatsoever. By entering into this MOU the Parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

VI.

All notices, by either Party hereto to the other Party shall be by email to the following:

To CareFlite:

Douglas Fibert
Name

dfibert@careflite.org
Email address

682-459-5584
Telephone Number

Bryan Crane
Name

Bcrane@careflite.org
Email address

Attest:

Becky Ivey
Becky Ivey
County Clerk
Johnson County

Date: 5-10-16



(817) 240-4743
Telephone Number

To the JCSCO:

Sheriff Bob Alford
Name

Bob@johnsoncountytx.org
Email address

817-556-6058
Telephone Number

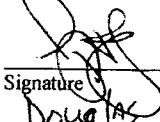
Chief Mike Powell
Name

MikeP@johnsoncountytx.org
Email address

817-556-6058
Telephone Number


Executed in duplicate originals, each of which shall have the full force and effect of an original.

CAREFLITE

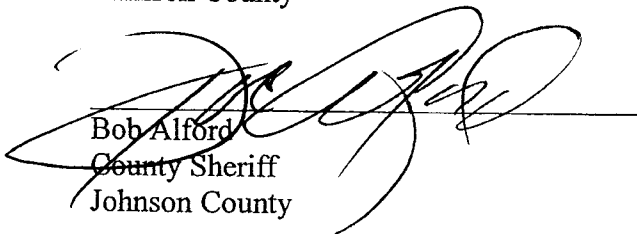

Signature
Douglas Fiebert
Printed Name
VP of Ground Operations
Title

Date: 4-27-16

COUNTY


Roger Harmon
County Judge
Johnson County

Date: 5/9/16


Bob Alford
County Sheriff
Johnson County

Date: 5-10-16