

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)


Date: 08.19.24

Meeting Date: 08.26.24

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>
 August 26, 2024

Description:

Consider and Approve with Authorization for County Judge to sign Contract
with CareFlite for Johnson County Employee Membership for Air and Ground
Ambulance Services.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

EMPLOYEE MEMBERSHIP AGREEMENT

THIS EMPLOYEE MEMBERSHIP AGREEMENT (“Agreement”) is made and entered into as October 1, 2024 (the “Effective Date”) between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as “County”) and **CAREFLITE**, a non-profit 501(c)(3) Texas Corporation (“Company”) (“County” and “Company” individually referred to as a “Party” and collectively referred to as the “Parties”).

RECITALS:

WHEREAS, County desires to provide paramedic and emergency medical services to its employees (“Services”) and wishes to purchase a membership in the CareFlite Ambulance Membership (as hereinafter defined) for each County employee.

WHEREAS, Company operates an emergency air and ground ambulance transportation service and employs or otherwise contracts with qualified operators commercially licensed in the State of Texas (“State”) with experience in furnishing the Services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, County and Company agree as follows:

1. COMPANY’S OBLIGATIONS.

a. **SERVICES.** Company has an emergency medical service (“EMS”) membership program approved by the State of Texas (the “CareFlite Ambulance Membership”). County desires to make available to its employees (“County Employees”) the Services included in the CareFlite Ambulance Membership pursuant to the terms and conditions of the CareFlite Ambulance Membership program as may be changed from time-to-time in Company’s sole discretion. Each membership covers the entire household of said County Employee. County agrees to provide Company with an application form completed by each County Employee. Company agrees to provide the County with a form for this purpose or enable access for County and County Employees to Company’s online portal. The Parties agree that any County Employee leaving County’s employment during the plan year shall retain their CareFlite Ambulance Membership for the duration of that plan year (as required by state law). New employees hired or officials elected during any plan year shall be included in this program as of their start date with County for the balance of the plan year provided a completed application is received within thirty (30) days of the start of employment or the employee enrolls in the CareFlite Ambulance Membership through Company’s online portal within thirty (30) days of the start of employment. County Employees do not need to reside within the County to be eligible for this benefit. The County will fully cooperate with Company during the Term of this Agreement in providing and executing documents if required by the State of Texas or Company in connection with the Services or CareFlite Ambulance Membership.

b. **EFFECTIVE DATE OF SERVICES.** County Employee memberships will be effective upon receipt of a completed application and County’s payment of the annual membership

fee. If the application is received before midnight on the date of submittal, the membership will be deemed effective for that entire day.

2. COMPANY'S COMPENSATION.

a. **FEEES.** The Parties agree that membership for each employee of County is \$12.00 per employee, per year, and that County currently has 855 employees which totals a cost of \$10,260.00 per year. Therefore, in exchange for the payment of \$10,260.00 by County to Company during the Initial Term, Company will provide a membership to each current employee of County and to any additional employees that may be employed by County during the Initial Term of this Agreement. For any Renewal Term, County will provide Company with a list of all of its employees on or before each anniversary of the Effective Date and County shall pay \$12.00 per employee during each Renewal Term.

3. **TERM.** The term of this Agreement ("Initial Term") shall be one (1) year commencing on the Effective Date. At the end of the Initial Term or any successive Renewal Terms, unless either of the Parties provides written notice to the other Party of its desire that this Agreement not automatically renew, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"). Notice of termination shall be received thirty (30) days' prior to the end of the then-current term.

4. TERMINATION.

a. **TERMINATION WITHOUT CAUSE.** Either Party may, in its sole discretion, terminate this Agreement without cause by giving the other Party at least thirty (30) days' prior written notice.

b. **TERMINATION FOR BREACH.** Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party.

c. **EFFECT OF TERMINATION.** As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **INDEMNIFICATION. THE LIABILITY OF COMPANY AND THE DAMAGES AVAILABLE TO COUNTY OR A COUNTY EMPLOYEE FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED THE MEMBERSHIP FEE PAID BY THE COUNTY FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL COMPANY BE LIABLE TO COUNTY OR A COUNTY EMPLOYEE UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR**

EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS AND CONDITIONS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

6. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; VENUE; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State of Texas, which provision shall survive the expiration or other termination of this Agreement. This Agreement shall be deemed to be performable in Johnson County, Texas. Venue for any action or claim arising out of this Agreement will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Neither Company or County shall not assign or transfer, in whole or in part, this Agreement or any of Company's or County's rights, duties or obligations under this Agreement without the prior written consent of the other Party, and any assignment or transfer by either Party without such consent shall be null and void.

7. NOTICES. All notices shall be in writing and shall be sent via certified mail, return receipt requested, private carrier (such as Federal Express or airborne), to the following addresses.

County: Attn: Johnson County Judge Christopher Boedeker
Johnson County Courthouse
2 North Main Street
Cleburne, Texas 76033

Company: Attn: CEO
3110 S. Great Southwest Pkwy.
Grand Prairie, Texas 75052

With a copy to:

Joshua M. Weaver
Weaver Johnston & Nelson, PLLC
12404 Park Central Drive, #225-S
Dallas, Texas 75251

8. **NON-DISCRIMINATION.** Company agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

9. **FORCE MAJEURE.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.

10. **EXECUTION AUTHORITY.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement.

COUNTY:

BY: 
CHRISTOPHER BOEDEKER

DATE: 8-26-24



COUNTY JUDGE ATTEST:

BY: 
APRIL LONG, COUNTY CLERK

COMPANY: CAREFLITE;

By: 

Name: Jason Schwebach

Title: President & CEO

Date: 8/20/24

**Address: 3110 S. Great Southwest Parkway
Grand Prairie, Texas 75266**