

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: CJO TODAY'S DATE: 08/03/2022

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 08/08/22

SPECIFIC AGENDA WORDING:

a. Consideration of Agreement Between Johnson County and Johnson County Emergency Services District No. 1
District No. 1 for the Distribution of ARPA Funds

COMMISSIONERS COURT

AUG 08 2022

Approved

PERSON(S) TO PRESENT ITEM:

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min
(Anticipated number of minutes needed to discuss item)

ACTION ITEM:
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:
AUDITOR:
PERSONNEL:
BUDGET COORDINATOR:

IT DEPARTMENT:
PURCHASING DEPARTMENT:
PUBLIC WORKS:
OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

BENEFICIARY AGREEMENT BETWEEN JOHNSON COUNTY AND JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 FOR THE DISTRIBUTION OF ARPA FUNDS

THIS AGREEMENT made, entered into and executed by and between Johnson County, Texas, a political subdivision of the State of Texas, referred to as "County" and the Johnson County Emergency Services District No. 1, an Emergency Services District in Johnson County, Texas.

WITNESSETH:

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state and local governments;

WHEREAS, on May 10, 2021, the United State Department of Treasury released an interim final guide on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund;

WHEREAS, Johnson County was allocated \$34,150,391 in ARPA funds, and received half of this amount in 2021 and the other half in 2022;

WHEREAS, the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1 and its employees have been and continue to be on the front line of the Covid-19 pandemic. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 has experienced a NEED RESPONDING TO as specifically described in the memorandum provided herein as Exhibit "A";

WHEREAS, the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 was not a recipient of ARPA funds MEDICAL RESPONSE with ADVANCED LIFE SUPPORT. Specifically, the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 plans MEDICAL RESPONSE WITH ADVANCED LIFE SUPPORT in Johnson County by utilizing ARPA funding MEDICAL RESPONSE with ADVANCED LIFE SUPPORT IN JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1;

WHEREAS, The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 was created as outlined in State Health & Safety Code Section 775, and is able to provide documentation as provided by the United States Internal Revenue Services; and

WHEREAS, the County has determined the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 is an appropriate beneficiary to receive a grant of ARPA funds.

NOW, THEREFORE, County and the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1, in consideration of these mutual covenants and agreements, agree as follows:

1. The purpose of this agreement is to enable County to provide a portion of its ARPA funding to the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 as a beneficiary to enable the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 to MEDICAL RESPONSE with ADVANCED LIFE SUPPORT. This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 agrees that all funds received from County pursuant to this agreement shall be used for the purposes stated in paragraph 1.

3. The County agrees to provide the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 with \$565,000.00. It is the intent of the parties that these funds will be used within two years from the effective date of this agreement. If any portion of the funds have not been used within two years from the effective date, the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 will return the unused funds to County unless the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 requests and receives an extension of time. One Hundred (100%) of the funds will be provided to the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 within two weeks after approval of this agreement by the parties.

4. The amount provided pursuant to this agreement does not obligate County to provide additional funds to the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 for these or any other purposes in the future.

5. In order to ensure compliance with the existing ARPA and SLFRF (Coronavirus State and Local Fiscal Recovery Funds program) guidelines set forth by the US Treasury, while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US Treasury during the term of this Agreement, the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

6. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 shall provide to the County monthly progress reports documenting the project progress. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 shall provide to the County Auditor any invoices for work performed, goods and services, copies of cleared checks for payment of invoices, photographs, plans, designs, or any other documentation as deemed necessary by the County Auditor to show the projects progress. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 shall provide the requested documentation on or before the last business day of each successive month after the effective date of this agreement. The County may request additional information from the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury.

7. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 shall comply with all federal, state, and local laws and all requirements and published guidance set forth

regarding the usage of any and all monies appropriated under the ARPA. The parties agree that the County reserves the right to hire or consult with a 3rd Party for compliance with all state, federal, and local laws regarding the usage of ARPA funds. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 agrees to cooperate with any request for information, documentation, or other necessary actions to ensure ARPA compliance from either Johnson County, its contractors, or employees.

8. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 was reimbursed for unallowable costs under this Agreement, the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 agrees to promptly reimburse the County for such payments upon request

9. The JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 agrees to comply with any reporting obligations established by Treasury as they relate to this grant.

10. If the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 uses any portion of the funds provided under this agreement for any purposes not directly related to the intended purpose of this agreement or uses the funds for a purpose not allowed by Texas law, County shall have the right to require a return of all or any portion of the funds so provided. If the JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 fails to provide any report required by this agreement or fails to provide any other documents requested by a Johnson County official pursuant to this agreement, County shall have the right to require a return of all or any portion of the funds so provided.

11. At no times while operating under this Agreement will any officers, employees, or volunteers of either entity be considered employees or agents of the other entity.

12. It is expressly understood and agreed that no provision of this agreement is in any way intended to constitute a waiver by either party of any immunity from suit or liability that the parties or any of their officers and employees may have by operation of law.

13. This agreement shall be construed to effectuate the purpose stated in Section I. If any provision of this agreement is declared unconstitutional, or the applicability to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and applicability to the other persons and circumstances shall not be affected.

14. The parties to this agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

15. The parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations in any manner affecting this agreement.

16. It is mutually understood that nothing in this Agreement is intended or shall be construed in any way creating or establishing the relationship of partners between the parties hereto, or as constituting either party as an agent or representative of the other party for any purpose or in any manner whatsoever.

17. **INDEMNIFICATION: THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AMENDED AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.**

THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXERCISES CONTROL, PERFORMED UNDER THIS AMENDED AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUB JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 OR SUPPLIER; COMMITTED BY JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 OR ANOTHER ENTITY OVER WHICH JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXERCISES CONTROL.

THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 OR ANOTHER ENTITY OVER WHICH THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXERCISES CONTROL.

THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 OR ANOTHER ENTITY OVER WHICH JOHNSON COUNTY EMERGENCY

SERVICES DISTRICT NO. 1 EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AMENDED AGREEMENT. COUNTY WILL GIVE THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEY'S FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND ANY SUB JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS, SUBCONTRACTORS, AND EMPLOYEES.

THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE CONTRACTOR, IN WHICH THE COUNTY MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AMENDED AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AMENDED AGREEMENT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 OR ANOTHER ENTITY OVER WHICH THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXERCISES CONTROL, JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.


ALL INDEMNITY ITEMS ARE SUBJECT TO THE TEXAS TORT CLAIMS ACT AND TEXAS CONSTITUTION

18. The exclusive venue for any action under or related to this Beneficiary Agreement is in state district courts in Johnson County, Texas or the Federal District Courts in Dallas, Texas.

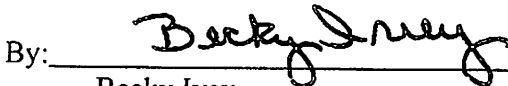
19. This instrument constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by these same parties pertaining to the activities covered by this agreement

EFFECTIVE DATE: The 8th day of August, 2022.

Johnson County

By: 
Roger Harmon
Johnson County Judge

ATTEST:

By: 
Becky Ivey
Johnson County Clerk



THE JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

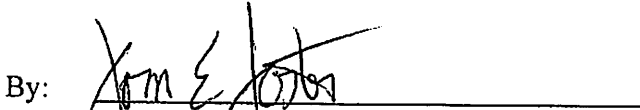
By: 
Tom E. Foster
Executive Director

EXHIBIT "A"

AMERICAN RESCUE PLAN PROJECT SUBMISSION FORM

Project Name

Medical response with Advanced Life Support

Primary Point of Contact

Tom Foster – Executive Director, JCESD No. 1

tfoster@johnsoncountyfire.org

817-205-5063

Project Description

As the Covid -19 responses are increasing on a daily basis, we are seeing longer response times from ambulance providers throughout Johnson County, especially in the most southern areas. We are also experiencing heavy usage on Fire Department response vehicles in our northern areas of Johnson County which is creating wear and tear and apparatus.

Our southern area Fire departments of Johnson County, Grandview, Blue Water Oaks, Liberty Chapel, Rio Vista and Bono have the longest response times for ambulance arrivals throughout the county due to geographical locations. Currently, these departments respond as Basic Life Support, but have the personnel (Paramedics) that could respond Advance Life Support if they had the proper equipment. From January 2020 thru October 2021, there have been 1600+- EMS calls for service. The average response time for these departments is 10+- minutes with an average response time from ambulance provider 15+- minutes.

With the enhanced ability to provide Advanced Life Support to this region, this should dramatically enhance patient outcomes.

Several Fire Department vehicles currently used for medical responses are actually Brush-Grass fire trucks that are equipped to fight fires. When they are used for a medical response, they are not available for a fire response. Having a smaller SUV type vehicles for a medical response will allow for fire apparatus to be available for fire calls and reduce they wear and tear on them for a longer response life.

Project Location

Most Southern portions of Johnson County.

Johnson County Fire District Map Attached



JCESD Map
2019.pdf

Fire District assigned square miles for each Fire Department

Grandview	76
Liberty Chapel	48
Rio Vista	74
Bono	116
Blue Water Oaks	1

Equipment Requested

3 – SUV/Pick Up type Vehicles for EMS Response	\$78,324.00ea	\$234,972.00
6 – Life Pak 15 Cardiac Monitors	\$51,296.54ea	\$307,779.24
6 – Medical Kits	\$549.97ea	\$3,299.82
6 – Intraosseous Needle Infusers	\$1,205.38ea	\$7,232.28
6 – Video Laryngoscope Kits	\$1,383.45ea	\$8,300.70
6 – 1 st Round Cardiac Medications	\$500.00	\$3,000.00
	Grand Total	\$564,584.04