

**REQUEST FOR AGENDA PLACEMENT FORM**

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

SUBMITTED BY: CJO | TODAY'S DATE: 9/16/22

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_

REQUESTED AGENDA DATE: 9/26/22

**SPECIFIC AGENDA WORDING:**

Consideration of Beneficiary Agreement Between Johnson County and Johnson County Children's Advocacy Center for the Distribution of ARPA Funds

COMMISSIONERS COURT

SEP 26 2022

**Approved**

**PERSON(S) TO PRESENT ITEM:**

Judge Harmon

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 1 minute  
(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 CHILDREN'S ADVOCACY CENTER 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 Children's Advocacy Center, a nonprofit organizations 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 Children's Advocacy Center and its employees have been and continue to be on the front line of the Covid-19 pandemic. The Johnson County Children's Advocacy Center has experienced a significant loss in operational funding due to fundraisers being cancelled and/or being virtual, as well as donations being down significantly during Covid, as specifically described in the memorandum provided herein as Exhibit "A";

**WHEREAS**, the Johnson County Children's Advocacy Center was not a recipient of ARPA funds "Covid Recovery Project" Specifically, the Johnson County Children's Advocacy Center's plans "Covid Recovery Project" in Johnson County by utilizing ARPA funding "Covid Recovery Project" of the Johnson County Children's Advocacy Center;

**WHEREAS**, The Johnson County Children's Advocacy Center is a 501(c)(3) nonprofit organization, and is able to provide documentation as provided by the United States Internal Revenue Services; and

**WHEREAS**, the County has determined the Johnson County Children's Advocacy Center is an appropriate beneficiary to receive a grant of ARPA funds.

**NOW, THEREFORE**, County and the Johnson County Children's Advocacy Center, 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 Children's Advocacy Center as a beneficiary to enable the Johnson

County Children's Advocacy Center to "Covid Recovery Project". This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. The Johnson County Children's Advocacy Center 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 Children's Advocacy Center with \$250,000. It is the intent of the parties that these funds will be used within one year from the effective date of this agreement. If any portion of the funds have not been used within one year from the effective date, the Johnson County Children's Advocacy Center will return the unused funds to County unless the Johnson County Children's Advocacy Center requests and receives an extension of time. One Hundred (100%) of the funds will be provided to the Johnson County Children's Advocacy Center 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 Children's Advocacy Center 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 Children's Advocacy Center shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

6. The Johnson County Children's Advocacy Center shall provide to the County monthly progress reports documenting the project progress. The Johnson County Children's Advocacy Center 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 Children's Advocacy Center 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 Children's Advocacy Center, 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 Children's Advocacy Center 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 Children's Advocacy Center 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 Children's Advocacy Center 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 Children's Advocacy Center was reimbursed for unallowable costs under this Agreement, the Johnson County Children's Advocacy Center agrees to promptly reimburse the County for such payments upon request

9. The Johnson County Children's Advocacy Center agrees to comply with any reporting obligations established by Treasury as they relate to this grant.

10. If the Johnson County Children's Advocacy Center 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 Children's Advocacy Center 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 CHILDREN'S ADVOCACY CENTER 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 CHILDREN'S ADVOCACY CENTER 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 CHILDREN'S ADVOCACY CENTER OR SUPPLIER; COMMITTED BY JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER OR ANOTHER ENTITY OVER WHICH JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER EXERCISES CONTROL.**

**THE JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER 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 CHILDREN'S ADVOCACY CENTER OR ANOTHER ENTITY OVER WHICH THE JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER EXERCISES CONTROL.**

**THE JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER 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 CHILDREN'S ADVOCACY CENTER OR ANOTHER ENTITY OVER WHICH JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AMENDED AGREEMENT. COUNTY WILL GIVE THE JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.**

**THE JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER 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 INURY 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 CHILDREN'S ADVOCACY CENTER AND ANY SUB JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER 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 CHILDREN'S ADVOCACY CENTER 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 CHILDREN'S ADVOCACY CENTER OR ANOTHER ENTITY OVER WHICH THE JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER EXERCISES CONTROL, JOHNSON COUNTY CHILDREN'S ADVOCACY CENTER 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 26 day of September, 2022.

Johnson County

By: 

Roger Harmon  
Johnson County Judge

**ATTEST:**

By: \_\_\_\_\_

*Becky Ivey*

Becky Ivey  
Johnson County Clerk



**The Johnson County Children's Advocacy Center**

By: \_\_\_\_\_

*Tammy King*

Tammy King  
Chief Executive Officer

## Exhibit A: Johnson County Children's Advocacy Center's "Covid Recovery Project"

**Who we are:** The Children's Advocacy Center is a non-profit organization that uses a multi-disciplinary team approach to collaborate with all agencies that would be involved in serious child abuse cases. We partner with all law enforcement agencies across the entire county. Each of the law enforcement agencies has Crime's Against Children Detectives assigned to work our cases. We have two full investigative units from the Texas Department of Family Protective Services. These two units are Child Protective Investigations. We have prosecutors from both the County Attorney's Office and the District Attorney's Offices assigned. We also have staff from Johnson County Juvenile Services and Cook Children's Medical Center's CARE Team (Child Abuse Resource & Evaluation Team). In addition to these agencies, we are now also working with School District's Law Enforcement and the FBI. We are facilitating about twenty different agencies on these highly complex cases.

Our staff is made up of 18 individuals who are Intake Coordinators, Family Advocates, Forensic Interviewers, Case Specialist/Statewide Intake, Therapists, Outcomes/Grants Director, Outreach/Marketing, Office Management and Finance. Collectively our mission is to provide each child who has suffered abuse with justice, hope and healing.

Many cases arrive at the Children's Advocacy Center via the Statewide Child Abuse Hotline (Intake). The reports where an alleged criminal offense against a child have occurred are forwarded to Law Enforcement, Child Protective Services and Children's Advocacy Centers. Our case specialist reviews hotline reports each day and reaches out to all agencies that would need to be involved in a child's case. The team, together, determines whether a child should be brought into the Children's Advocacy Center for a Forensic Interview and/or other services. This is typically the first time the staff of the Children's Advocacy Center will encounter a child. Upon a child's arrival for the first time, our Intake Coordinator will work to make the child and family comfortable, assist them with all intake paperwork and begin explaining what will happen during their visit. Meanwhile, the team that will be working the investigation will meet with the Children's Advocacy Center's Forensic Interviewer, Family Advocate, and anyone else on staff who may be needed. This group will perform a pre-staffing that will give a brief overview of why the child may benefit from being interviewed at the Center. Typical cases seen at the Center are child sexual abuse, severe physical abuse and child witnesses to homicides and other violent crimes. Sexual abuse cases include child sex trafficking and child pornography cases.

After the team has pre-staffed a case, the Forensic Interviewer will go introduce themselves to the child/family and explain that is their job to talk to kids/young people about how to keep their body safe, safety around drugs, alcohol, and technology. They will also explain that the



interview will be recorded and that there is a team in a different room that can see and hear the interview. We are not deceptive in any way with the children during the interview process. We ask them if this is okay with them, and over 98% of the time, the children are good with going with the Forensic Interviewer to talk. As the interview unfolds, the investigative agencies begin strategizing and determining what is going to work best for this particular child's situation. Law Enforcement and Prosecution will be determining how much of a threat the alleged perpetrator is to other children. They also have to determine if there is evidence that could be destroyed if they don't exercise a search warrant. Child Protective Investigations will be looking at the safety of the child in their current living situation. Will they be safe if they return home? Will the offender have access to them? They are charged with keeping the child safe. The Children's Advocacy Center's Staff will have Family Advocates that meet with the caregivers regarding needs they may have, setting up services and connecting them to resources they may need. Advocates will meet with the caregiver while the child is being interviewed and once the interview is concluded, they will perform a trauma assessment on each child to make sure they are emotionally okay to return home.

More than 1/3 of the children served through our agency arrive with some type of suicidality. If kids score in this area on the Trauma Assessment, then the Columbia Suicidal Severity Scale is put into place. At this point, the child will meet with a Licensed Therapist and will be referred to a hospital for a full assessment regarding hospitalization. If a child is not suicidal, the family will complete their forensic interview day and will receive follow up from staff the next week. Family Advocates will assist the families in getting set up for Therapy Services at the Center. They will also follow up with the family on a regular basis. The Child victim, siblings and caregivers all qualify for free counseling and services at the Center. All of our services are Trauma-Informed, and all our therapy is Evidence Based. It typically takes 6-8 months for a child to complete Trauma Focused Cognitive Behavioral Therapy at the Center unless they have suffered very pro-longed serious abuse. It may then take longer.

Our team members staff a child's case once a month to make sure everyone is on the same page and still moving forward. The Children's Advocacy Center's staff meet every Monday to go over cases from the week before to ensure they are getting kids plugged into services and to discuss any concerns they may have for a child in need of services. These efforts are what help us create such a strong collaborative action for our kids. As a result, around 88-90% of our cases end in a plea agreement for the District Attorney's Office and maybe a little higher for the County Attorney's Office.

In addition to these core services, we also provide special programming for the children we serve such as: My Safe Space Project where we make over a child's room who suffered serious abuse in their own room and are suffering mental triggers from staying in the room. Child Fatality Review Team-reviews child deaths and works to come up with initiatives to prevent other children from dying, Fostering in Faith-working to unite churches and foster care placing agencies with foster/adoptive parents, so we can retain and recruit foster parents for the

children of Johnson County, Baby Moses-working with local fire stations and hospitals on what to do if a baby is dropped at their site. We provide the training and supplies. Christmas Wish-making sure all children in need have a winter coat, clothes, shoes and three simple gift wishes granted for Christmas, Back to School Bash-provides backpacks, shoes and school supplies for kids in need and B4U Click is our online safety and prevention program that is being used in 11 counties and 38 states to help kids safe online and to ask for critical help when needed.

**What Negative Impact, increased demands were put on your organization since covid-19 occurred?**

During these last couple of years, we were faced with two serious rounds of covid that took out 50% of our staff each time. Since then, we have had a couple staff at a time that would get sick and be out. This situation increased demands on healthy staff and for some staff, we still had to communicate to get questions answered, even when they were sick. The first-time staff became ill there were so many unknowns. We paid to have our building cleaned by a company that specialized in working with the CDC, implemented new policy to ensure the safety of staff and the families we serve. We worried incessantly about the children who would be left in homes with abusers who had no one to check on them and no hope of going back to school anytime soon. We watched child fatalities and suicides sky-rocket. This took a heavy toll on our staff and team. We did everything possible to set up Tele-Med appointments with kids until we could get them back in person. As soon as we could get back in person we did so without any hesitation. Covid caused a mental health crisis for so many vulnerable children. In fact the mental health of youth was declared a national emergency.

In addition, we experienced child sex trafficking cases sky-rocketing in contrast to what we had worked prior to covid. Many kids were being groomed and targeted online. Social isolation was creating the perfect storm for children vulnerable to traffickers. In addition to all these issues surrounding our cases, we were not able to effectively fundraise for our agency.

We had to close out a reserve account to use as operating funds. We had to cancel some events and we attempted to do our largest event virtually. Our community donations were also down 37%. All of this created about a \$342K loss for our agency. These fundraising dollars are what allow us to purchase special project supplies, equipment, office supplies, therapy supplies, and the challenge at Cowboys for Kids, is typically where we raise funds to cover needs for the children and/or special programming. We were counting on raising funds to help us purchase equipment that we would need in our new building, nature trail and outdoor therapeutic area. In addition, those funds help pay employee's health insurance, dental, vision

and retirement. By closing our reserve account, we were able to continue paying employee benefits, but everything else was placed on hold.

**What will ARPA funds allow us to do?**

ARPA funding will allow us to recoup the funds lost and be able to purchase equipment that we need inside and outside the building to help us provide an increased level of therapeutic services. We would like to develop the outdoor therapeutic area and do have some grant funding in place from another foundation to purchase trees, plants, benches and signage, but we could not move forward because we could not afford to purchase the equipment we would need to manage and maintain this area. ARPA funds could help us purchase a mower, weed eater, equipment to haul water to new trees out on the nature trail, outdoor swings for the children and outdoor music therapy area. It would also allow us to move forward with purchasing some of the equipment we need inside the building such as a commercial refrigerator and ice machine. Every time we host an event for the children, we are scrambling with where to store any prepped food and had to go offsite multiple times to purchase bags of ice for Summer Safety Camp. It would be so helpful to have a small ice machine. All these things were put on hold because we could not fundraise effectively to meet these needs. We had to focus solely on keeping staff taken care of and that is what we have done during covid. ARPA funds will be able to help us with utilities, supplies, equipment and covering any shortages we might have on staff benefit packages. We cannot express how helpful these funds will be to our agency and the families we serve.