

**REQUEST FOR AGENDA PLACEMENT FORM**

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

SUBMITTED BY: CJO TODAY'S DATE: 8/12/22

DEPARTMENT: CJO

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

REQUESTED AGENDA DATE: 8/22/2022

**SPECIFIC AGENDA WORDING:**

Consideration of Beneficiary Agreement Between Johnson County and The Bread Connection for the Distribution of ARPA Funds

COMMISSIONERS COURT

AUG 22 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 THE BREAD CONNECTION 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 Bread Connection”, a nonprofit organization 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 Bread Connection” and its volunteers have been and continue to be on the front line of the Covid-19 pandemic. “The Bread Connection” has experienced an increased need of individuals with food insecurities, also the need to help support programs, ministries, and organizations that are helping people with food insecurities as specifically described in the memorandum provided herein as Exhibit “A”;

**WHEREAS**, “The Bread Connection” was not a recipient of ARPA funds needed to help with the distribution of food products. Specifically, “The Bread Connection” is in need of the funds to be able to distribute food products in a more efficient manor, to those individuals with food insecurities, in Johnson County by utilizing the ARPA funding to aid in assisting “The Bread Connection” with the distribution of food products and more;

**WHEREAS**, “The Bread Connection” 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 Bread Connection” is an appropriate beneficiary to receive a grant of ARPA funds.

**NOW, THEREFORE**, the County and “The Bread Connection” are in consideration of these mutual covenants and agreements, agree as follows:

1. The purpose of this agreement is to enable the County to provide a portion of its ARPA funding to “The Bread Connection” as a beneficiary to enable “The Bread Connection” to aid in distribution of food products and to be able to acquire more food products, to the benefit of the residents

of Johnson County. This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. "The Bread Connection" 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 Bread Connection" with \$105,500.00. 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 Bread Connection" will return the unused funds to County unless "The Bread Connection" requests and receives an extension of time. One Hundred (100%) of the funds will be provided to "The Bread Connection" 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 Bread Connection" 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 Bread Connection" shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

6. "The Bread Connection" shall provide to the County monthly progress reports documenting the project progress. "The Bread Connection" 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 Bread Connection" 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 Bread Connection", as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury.

7. "The Bread Connection" 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 Bread Connection" 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 Bread Connection", 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 Bread Connection" was reimbursed for unallowable costs under this Agreement, "The Bread Connection" agrees to promptly reimburse the County for such payments upon request

9. "The Bread Connection" agrees to comply with any reporting obligations established by Treasury as they relate to this grant.

10. If "The Bread Connection" 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 Bread Connection" 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 BREAD CONNECTION" 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 "THE BREAD CONNECTION" 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 “THE BREAD CONNECTION” OR SUPPLIER; COMMITTED BY “THE BREAD CONNECTION” OR ANOTHER ENTITY OVER WHICH “THE BREAD CONNECTION” EXERCISES CONTROL.**

**“THE BREAD CONNECTION” 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 “THE BREAD CONNECTION” OR ANOTHER ENTITY OVER WHICH “THE BREAD CONNECTION” EXERCISES CONTROL.**

**“THE BREAD CONNECTION” 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 “THE BREAD CONNECTION” OR ANOTHER ENTITY OVER WHICH “THE BREAD CONNECTION” EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AMENDED AGREEMENT. COUNTY WILL GIVE “THE BREAD CONNECTION” PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH “THE BREAD CONNECTION” IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.**

**“THE BREAD CONNECTION” 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 “THE BREAD CONNECTION” AND ANY SUB “THE BREAD CONNECTION” 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 BREAD CONNECTION” 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 BREAD CONNECTION” OR**



ANOTHER ENTITY OVER WHICH "THE BREAD CONNECTION" EXERCISES CONTROL, "THE BREAD CONNECTION" 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 22 day of August 2022.

**Johnson County**


By:   
Roger Harmon  
Johnson County Judge

**ATTEST:**

By:   
Becky Ivey  
Johnson County Clerk



**"THE BREAD CONNECTION"**

By:   
Becky Hightower  
Chief Executive Officer

## The Bread Connection Statement for ARPA Funding

The Bread Connection is a 501(c) 3 non-profit, faith-based organization. We are a distributing warehouse style food bank. We partner with other food banks and food distributions to help individuals and families with food insecurities.

March 2020 – Covid 19 hit the United States. Schools, non-essential businesses, and churches were forced to close. Food Banks remained opened with new inventive ways to distribute food. When time allowed churches and organizations started food distributions. The Bread Connection joined forces and was an aid in the effort.

The Bread Connection is a distribution warehouse, we go to the people. partnering with food banks, church ministries, local food distributions, organizations such as, Children's Advocacy, JC Family Crisis Center, Crazy Eight Ministries, Cleburne Pregnancy Center, Cleburne ISD and Rio Vista ISD, along with Southwestern Adventist University, and Happy Hills Farm, in Glen Rose. 4 different Senior and low-income apartments, 10 food banks, and homeless shelters. We have supported three different disaster reliefs. And many more organizations and ministries.

And because of our current economic crisis the assistance of our services is in more of a demand.

All this work is done in a 1999 chevy church van and a 2006 ram pickup. We travel approximately three to four hundred miles a week. The age and usage of these vehicles have resulted in multiple repairs.

The ARPA fund will allow The Bread Connection to purchase the equipment needed to better serve our community. We will be able to obtain vehicles that will fit pallets of food and reduce the time it would take to pick up and deliver the food, as well as help with gas consumption, cutting down on the number of trips it took. This will lead us to be able to service the marked increased number of individuals with food insecurities. The funds will also allow us to purchase a forklift. We have been loading and unloading crates and boxes of food by hand. The forklift will not only help with the workload, but it will also us to save time in our busy week. We are grateful to everyone on the Commissioners Court for their consideration towards our organization and the funds we need to fulfil the Lord's work, that He has set before us here on earth.

Executive Director,



Becky Hightower