

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: CJO TODAY'S DATE: 8/25/22

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 9/12/2022

SPECIFIC AGENDA WORDING:

Consideration of Beneficiary Agreement Between Johnson County and Alvarado Helping Hands for Jesus for the Distribution of ARPA Funds

COMMISSIONERS COURT

SEP 12 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: ✓

IT DEPARTMENT:

AUDITOR: ✓

PURCHASING DEPARTMENT: ✓

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR: ✓

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 Alvarado Helping
Hands for Jesus 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 Alvarado Helping Hands for Jesus , 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 Alvarado Helping Hands for Jesus and its employees have been and continue to be on the front line of the Covid-19 pandemic. Alvarado Helping Hands for Jesus has experienced a rise in families experiencing food insecurity and the need to provide more families in our community with food as specifically described in the memorandum provided herein as Exhibit "A";

WHEREAS, Alvarado Helping Hands for Jesus was not a recipient of ARPA funds for new food distribution center Specifically, Alvarado Helping Hands for Jesus plans a new food distribution center and delivery trucks in Johnson County by utilizing ARPA funding for a new food distribution center and delivery trucks to benefit Alvarado Helping Hands for Jesus.

WHEREAS, The Alvarado Helping Hands for Jesus 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 Alvarado Helping Hands for Jesus is an appropriate beneficiary to receive a grant of ARPA funds.

NOW, THEREFORE, County and Alvarado Helping Hands for Jesus 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 Alvarado Helping Hands for Jesus as a beneficiary to enable Alvarado Helping Hands for Jesus to build and purchase new food distribution center and delivery trucks. This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. Alvarado Helping Hands for Jesus 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 Alvarado Helping Hands for Jesus with \$1,750,000.00. It is the intent of the parties that these funds will be used within eighteen (18) months from the effective date of this agreement (with the opportunity to apply for an extension as this is a large-scale project with many moving parts). If any portion of the funds have not been used within one year from the effective date, the Alvarado Helping Hands for Jesus will return the unused funds to County unless the Alvarado Helping Hands for Jesus requests and receives an extension of time. Thirty (30%) of the funds will be provided to the Alvarado Helping Hands for Jesus within two weeks after approval of this agreement by the parties. Thirty percent (30%) of the funds will be provided to the Alvarado Helping Hands for Jesus at Fifty (50%) completion. Thirty percent (30%) of the funds will be provided to the Alvarado Helping Hands for Jesus at Seventy Five (75%) completion. Ten (10%) shall be retained by the County until completion of the project. Upon project completion and submission of final progress report the Johnson County Auditor may pay the remaining 10% of the allocated funds, payable within 30 days of completion of the project. Johnson County reserves the right to retain all 10% of the final payment, until final approval is given.

4. The amount provided pursuant to this agreement does not obligate County to provide additional funds to Alvarado Helping Hands for Jesus 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, Alvarado Helping Hands for Jesus shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

6. Alvarado Helping Hands for Jesus shall provide to the County monthly progress reports documenting the project progress. Alvarado Helping Hands for Jesus 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. Alvarado Helping Hands for Jesus 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 Alvarado Helping Hands for Jesus, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury.

7. Alvarado Helping Hands for Jesus 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 Alvarado Helping Hands for Jesus 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. Alvarado Helping Hands for Jesus shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. *Alvarado Helping Hands for Jesus reserves the ability to designate 5-7% of funding for administrative costs associated with the above stated project to assist with cost incurred pertaining to the project.* 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 Alvarado Helping Hands for Jesus was reimbursed for unallowable costs under this Agreement, the Alvarado Helping Hands for Jesus agrees to promptly reimburse the County for such payments upon request.

9. Alvarado Helping Hands for Jesus agrees to comply with any reporting obligations established by Treasury as they relate to this grant.

10. If Alvarado Helping Hands for Jesus 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 Alvarado Helping Hands for Jesus 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.

ALVARADO HELPING HANDS FOR JESUS 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 ALVARADO HELPING HANDS FOR JESUS 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 ALVARADO HELPING HANDS FOR JESUS OR SUPPLIER; COMMITTED BY ALVARADO HELPING HANDS FOR JESUS OR ANOTHER ENTITY OVER WHICH ALVARADO HELPING HANDS FOR JESUS EXERCISES CONTROL.

ALVARADO HELPING HANDS FOR JESUS 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 ALVARADO HELPING HANDS FOR JESUS OR ANOTHER ENTITY OVER WHICH ALVARADO HELPING HANDS FOR JESUS EXERCISES CONTROL.

ALVARADO HELPING HANDS FOR JESUS 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 ALVARADO HELPING HANDS FOR JESUS OR ANOTHER ENTITY OVER WHICH ALVARADO HELPING HANDS FOR JESUS EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AMENDED AGREEMENT. COUNTY WILL GIVE THE ALVARADO HELPING HANDS FOR JESUS PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH ALVARADO HELPING HANDS FOR JESUS IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

ALVARADO HELPING HANDS FOR JESUS 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 ALVARADO HELPING HANDS FOR JESUS AND ANY SUB ALVARADO HELPING HANDS FOR JESUS 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.

ALVARADO HELPING HANDS FOR JESUS 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 ALVARADO HELPING HANDS FOR JESUS OR ANOTHER ENTITY OVER WHICH ALVARADO HELPING HANDS FOR JESUS EXERCISES CONTROL, ALVARADO HELPING HANDS FOR JESUS 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.

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 12th day of Sept, 2022.

Johnson County

By: 
Roger Harmon
Johnson County Judge

ATTEST:

By: 
Becky Ivey
Johnson County Clerk



ALVARADO HELPING HANDS FOR JESUS

By: 
Daniel Lewis King
Executive Director



EXHIBIT A

*ALVARADO HELPING HANDS for JESUS, INC. 404 N.
Parkway, Alvarado, TX
Mailing address: P.O. Box 1002, Alvarado, TX 76009 Email:
hh4jesus@gmail.com Phone: (817) 783-2701 Lewis King
Executive Director*

August 1, 2022

Alvarado Helping Hands for Jesus is a Non-Profit 501(c)3 food bank in Alvarado, Texas that serves those in our community dealing with food insecurity. We are celebrating 25 years of service to our community providing desperately needed groceries and resources. We partner with 14 local churches and 8 local corporate partners to help meet the needs of our community which allows us to provide approximately 3 weeks of food to each client each time they come in. We are a volunteer-operated facility, dependent on these volunteers to keep our facility open and functioning.

When covid first hit our community, we were hit with a wave of residents within our service area in need of provisions. At that time, our ability to store food was minimal, as we also distributed clothing and household items (which took up considerable space within our facility). This “wave” depleted our resources and our ability to meet the needs of members of our community. As we looked at how to streamline what we do and how we could best serve our community, we decided to clear out of our facility anything that wasn’t food in an effort to stock and store food only.

This did a couple of things: 1) Allowed for more room to store food so we didn’t run out again 2) allowed us to provide more food to each member of our community 3) allowed us to have more supply on hand to assist smaller facilities in our community that also assist in handing out of food and supplies. We service approximately 350 families a month (upwards to 1500 individuals) and partner with other NFP partners that affects an additional 2-3000 individuals a month within Johnson County.

In the beginning of the pandemic, we had approximately 25 volunteers on our team that rotated days and would assist with our food distribution. Almost immediately, we were down to two volunteers and my family (wife and two pre-teen daughters). We saw the demand and need for assistance rise, yet the ability to retain volunteers was a challenge. Within a couple months, we watched as our volunteer base start to grow again. Shortly after getting our facility back to where we needed it to be, we watched our team, on a rotation, suffer from the effects of Covid. It slowly worked its way through our facility, causing us to close periodically for short spurts due to lack of volunteers to run the facility.

The long-term effects of this pandemic are still very real and apparent within Johnson County. We are experiencing an increased need from our community (a rise in first time clients) and the availability of food becoming more of a challenge to secure. When it is available, the cost of



ALVARADO HELPING HANDS for JESUS, INC.

404 N. Parkway, Alvarado, TX

Mailing address: P.O. Box 1002, Alvarado, TX 76009

Email: hh4jesus@gmail.com Phone: (817) 783-2701

Lewis King

Executive Director

food is constantly rising. With the economic challenges we are facing nationwide, we are seeing our donations in decline from our churches and local businesses. Each day brings a new set of challenges we have not seen in the past.

This opportunity from the ARPA funding, will afford us several opportunities we are grateful for. A new facility will allow us to secure food, when it is available, and store it in larger volume. There are times we do have access to food, but not the ability to store it within our current facility. The additional storage capacity will allow us to not only meet the needs of our facility, but also allow us to assist some of the other smaller facilities in the area secure food. The funding will also be used to purchase two vehicles (a pick-up truck and a 26' box freezer truck). These vehicles will allow us access to more food and the ability to get it safely to our facility for distribution and allow us to assist some of the smaller facilities in our area that do not have the means to obtain needed supplies for their location.

We are sincerely grateful for this opportunity to provide for the needs of Alvarado and southeastern Johnson County. This funding will be life changing for our community and so many in it. Thank you for partnering with us and assisting us in the services we provide to our community.

Sincerely,

Daniel Lewis King

Executive Director

Alvarado Helping Hands for Jesus