

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 SHINE Together 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: ✓

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 S.H.I.N.E.
Together 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 S.H.I.N.E. Together, 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, S.H.I.N.E. Together and its employees have been and continue to be on the front line of the Covid-19 pandemic. S.H.I.N.E. Together has experienced a negative impact as specifically described in the memorandum provided herein as Exhibit "A",

WHEREAS, S.H.I.N.E. Together was not a recipient of ARPA funds. Specifically, S.H.I.N.E. Together plans to use said ARPA funds to purchase the old Cleburne Fire station located at 1903 N Granbury in Cleburne, TX in Johnson County. By utilizing the ARPA funding, we will also do a complete renovation of said property, having to demo the entire inside, replace roof with a new roof. Renovate the inside to be able to accommodate office and meeting areas. New insulation, walls, bathrooms, kitchen, storage area and a waiting area. The 2-bay area will be insulated to house the warehouse area, making the area warehouse ready to successfully store and keep perishable and non-perishable food and non-food items. Equipment to help in the distributions of food items. Warehouse shelving, coolers, freezer. 2 bay doors to be reworked or replaced. New windows, HVAC, electrical upgrades, Parking lot, update outside façade, concrete pours. Furnishings and computer systems, phones, software.

WHEREAS, S.H.I.N.E. Together 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 S.H.I.N.E. Together is an appropriate beneficiary to receive a grant of ARPA funds

NOW, THEREFORE, County and the S.H.I.N.E. Together, 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 SHINE Together, as a beneficiary to enable the SHINE Together to Purchase the building located at 1903 N Granbury, Cleburne, TX. And to perform the necessary renovations to the above-mentioned location project. This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. SHINE Together 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 SHINE Together with Two hundred eighty thousand dollars (\$280,000.00). 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, SHINE TOGETHER will return the unused funds to County unless the SHINE Together requests and receives an extension of time. Thirty (30%) of the funds will be provided to the SHINE Together within two weeks after approval of this agreement by the parties. Thirty percent (30%) of the funds will be provided to SHINE Together at Fifty (50%) completion. Thirty percent (30%) of the funds will be provided to SHINE Together 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. 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 SHINE Together for these or any other purposes in the future.

5. In order to ensure compliance with the existing ARPA and SIFRF (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, SHINE Together shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

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

7. SHINE Together 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. SHINE Together 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. SHINE Together 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 SHINE Together was reimbursed for unallowable costs under this Agreement, SHINE Together agrees to promptly reimburse the County for such payments upon request.

9. SHINE Together agrees to comply with any reporting obligations established by Treasury as they relate to this grant.

10. If SHINE Together 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 SHINE Together 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 1. 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.

S.H.L.N.E. TOGETHER 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 S.H.L.N.E. TOGETHER 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 S.H.L.N.E. TOGETHER OR SUPPLIER; COMMITTED BY S.H.L.N.E. TOGETHER OR ANOTHER ENTITY OVER WHICH S.H.L.N.E. TOGETHER EXERCISES CONTROL.

S.H.L.N.E. TOGETHER 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 S.H.L.N.E. TOGETHER OR ANOTHER ENTITY OVER WHICH S.H.L.N.E. TOGETHER EXERCISES CONTROL.

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 S.H.L.N.E. TOGETHER OR ANOTHER ENTITY OVER WHICH S.H.L.N.E. TOGETHER EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AMENDED AGREEMENT. COUNTY WILL GIVE S.H.L.N.E. TOGETHER PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH S.H.L.N.E. TOGETHER IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

S.H.L.N.E. TOGETHER 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 S.H.L.N.E. TOGETHER AND ANY SUB S.H.L.N.E. TOGETHER 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 S.I.L.N.E. TOGETHER 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 S.I.L.N.E. TOGETHER OR ANOTHER ENTITY OVER WHICH THE S.I.L.N.E. TOGETHER EXERCISES CONTROL, S.I.L.N.E. TOGETHER 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

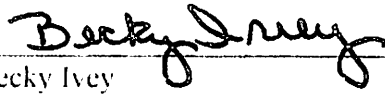
19. This instrument constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by these same parties pertaining to the activities covered by this agreement

EFFECTIVE DATE: The 12th day of Sept, 2022.

Johnson County

By 
Roger Harmon
Johnson County Judge

ATTEST:

By 
Becky Ivey
Johnson County Clerk



S.I.L.N.E. TOGETHER

By:

Shana Peacock

(NAME)

Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Shana Peacock', written over a horizontal line.

EXHIBIT A

S.H.I.N.E. Together
1126 E Henderson St.
Cleburne, TX 76031
817-648-1434
Shana Peacock
Founder/CEO

August 17, 2022

SHINE Together is a 501(c)3 non-profit organization whose mission is serve others and help them thrive not just survive. SHINE has purchased the property at 1903 N. Granbury Street in Cleburne to utilize it for their headquarters to continuing helping those in need. The property was previously the old city Fire Station #3 and is in disrepair and in need of upgrading.

We will need to start renovations by upgrading the electrical system and ensuring the safety of it. The HVAC system needs to be installed and updated in the office and warehouse areas of the building. Spray Foam Insulation will need to be completed prior to the purchase of refrigeration and storage of our food donations. If SHINE receives this grant, SHINE will use a portion on the money to replace the roof. There are plans to expand the parking area and accommodate a safe entrance/exit, for this SHINE will use funds for the materials and labor of a new concrete pour. Furnishings for the office, such as but not limited to, computer and phone systems will be needed. The \$300,000 that SHINE has ask for has plans to all be used in the years' time frame. SHINE needs a vehicle and equipment to help transport food and goods to and from the warehouse.

Since we are solely operated by donations, the COVID19 pandemic had a severe negative impact on our donations. Businesses and individuals have not been able to donate as they were before, resulting in the funds to feed our children coming from our own pockets. Over the last few years, the increase in need of assistance because of Covid has been exponential. There are so many families unable to work due to illness and layoffs. This project will allow SHINE to grow and serve more residents in Johnson County. The building will provide a welcome home for students who need assistance with school supplies, food (in backpack meals) to ensure their learning progresses and they do not go hungry and food to all residents of Johnson County and the surrounding areas who are in a hunger crisis. The building will be centrally located in the county and offer storage for the food that needs to be housed and distributed to all the local high schools. SHINE will offer other assistance from this building such as toys, hygiene, clothing, cars for transportation and assistance with medical/eye care.

The project will allow a complete remodel and upgrade to the building and offer a growth opportunity for other services that can be utilized in the future for those that need assistance. The building is crucial to our missions' success and funding has not been secured for all upgrades and repairs. This building will provide comfort and hope to countless individuals.

Looking forward to hearing a positive response from you.

Thanking you.

Yours Sincerely,

Shana Peacock