

REQUEST FOR AGENDA PLACEMENT FORM

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

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

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 9/12/2022

SPECIFIC AGENDA WORDING:

Consideration of Beneficiary Agreement Between Johnson County and Answer International 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 ANSWER INTERNATIONAL 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 Answer International, 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, Answer International and its employees have been and continue to be on the front line of the Covid-19 pandemic. Answer International has experienced a hardship on connecting with the public due to the pandemic as specifically described in the memorandum provided herein as Exhibit "A";

WHEREAS, Answer International was not a recipient of ARPA funds for the Be the Answer Project. Specifically, Answer International plans to connect with the public and local community in Johnson County by utilizing ARPA funding to rebuild it's website and develop a marketing strategy in order to make access to the community more successful (Be the Answer Project).

WHEREAS, Answer International 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 Answer International is an appropriate beneficiary to receive a grant of ARPA funds.

NOW, THEREFORE, County and Answer International, 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 Answer International as a beneficiary to enable Answer International to

implement the Be the Answer Project. This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. Answer International 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 Answer International with \$5,050. 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, Answer International will return the unused funds to County unless Answer International requests and receives an extension of time. One Hundred (100%) of the funds will be provided to Answer International 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 Answer International 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, Answer International shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

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

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

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

10. If Answer International 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 Answer International 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.**

ANSWER INTERNATIONAL SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH ANSWER INTERNATIONAL 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 ANSWER INTERNATIONAL OR SUPPLIER; COMMITTED BY ANSWER INTERNATIONAL OR ANOTHER ENTITY OVER WHICH ANSWER INTERNATIONAL EXERCISES CONTROL.

ANSWER INTERNATIONAL 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 ANSWER INTERNATIONAL OR ANOTHER ENTITY OVER WHICH THE ANSWER INTERNATIONAL EXERCISES CONTROL.

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

ANSWER INTERNATIONAL 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 ANSWER INTERNATIONAL AND ANY SUB ANSWER

INTERNATIONAL 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.

ANSWER INTERNATIONAL 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 NONPERFORMANCE UNDER THIS AMENDED AGREEMENT.


IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY THE ANSWER INTERNATIONAL OR ANOTHER ENTITY OVER WHICH ANSWER INTERNATIONAL EXERCISES CONTROL, ANSWER INTERNATIONAL 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.

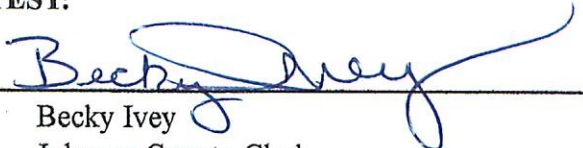
19. This instrument constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by these same parties pertaining to the activities covered by this agreement

EFFECTIVE DATE: The 26 day of Sept, 2022.

Johnson County

By: 
Roger Harmon
Johnson County Judge

ATTEST:

By: 
Becky Ivey
Johnson County Clerk



ANSWER INTERNATIONAL


By: 
Darrell Knight
Chief Executive Officer

EXHIBIT A

ARPA Beneficiary Statement

August 17, 2022

Project Name:

Project: Be the Answer in Johnson County

Primary Point of Contact:

Answer International Foundation

Cindy Cooley, Director of Global Partners

C: 903.450.6220

Cindy.Cooley@answerinternational.org

Answer International is an anti-human trafficking organization that fights to prevent human slavery domestically and around the world. Our Foundation works to prevent, rescue, and transform human trafficking survivors by offering life-saving services that liberates men, women and children giving them a pathway into a life of freedom. Answer International builds partnerships with those who provide food, housing, medical care, trauma counseling, education, medical care and job training, essential for building resiliency while providing on-going support around the world. One hundred percent of the revenue we fund raise, goes toward preventative measures, rescue efforts or on-going support of human trafficking survivors. Much of what Answer International has contributed to the crisis of human trafficking has gone abroad. Our goal is to vastly increase our domestic impact by aligning the fruits of our mission directly with Johnson County.

The pandemic has affected our fundraising efforts drastically. In the beginning, Covid restrictions limited our abilities to gather for fundraising events. Since those challenges have been lifted, we've continued to see a major decrease in giving. The Covid pandemic had negatively affected the economy around the world; this includes small businesses, corporations, and households everywhere. Businesses have closed, individuals have lost their jobs and it seems necessities have gotten more expensive. Charitable donations have gone down, however, needs and risk are high. During difficult times, people become desperate making them vulnerable to the trap of trafficking.

Answer International 's plan to increase impact and partner with community stakeholders will require a stronger marketing strategy to promote Answer's mission to end human slavery. We want to serve our community, but they first must know we are available. This will start with but not limited to:

- Complete the re-branding process of Answer Internationals logo
- Redesign of organization website
- Videographer/photographer for refreshed website and scheduled events
- Digital marketing /social media management/advertising tools with new logo
- Promotional items used at community outreach events
- Laser Jet Printer/copier/scanner necessary for everyday operations

Answer International plans to partner with stakeholders and bring awareness to the Johnson County area. This would include but not limited to: awareness and partnerships with schools, churches, hospitals, child advocacy center, pregnancy centers, family crisis centers/shelter, homeless outreach, food banks, law enforcement agencies and county governments.