

**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 Campus Crime Stoppers 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 CAMPUS CRIME STOPPERS 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 Crime Stoppers, 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 Campus Crime Stoppers and its volunteers have been and continue to be on the front line of the Covid-19 pandemic. Johnson County Crime Stoppers has experienced an inability to communicate with its targeted audience or raise funds for operating expenses as specifically described in the memorandum provided herein as Exhibit "A";

**WHEREAS**, the Johnson County Crime Stoppers was not a recipient of ARPA funds "for Campus Crime Stoppers. Specifically, the Johnson County Crime Stoppers plans a Campus Crime Stoppers video in Johnson County by utilizing ARPA funding a Campus Crime Stoppers video by JCCS.

**WHEREAS**, The Johnson County Crime Stoppers 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 Crime Stoppers is an appropriate beneficiary to receive a grant of ARPA funds.

**NOW, THEREFORE**, County and the Johnson County Crime Stoppers, 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 Crime Stoppers as a beneficiary to enable the Johnson County Crime Stoppers to make a Campus Crime Stoppers video. This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. The JCCS 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 Crime Stoppers with \$20,000. 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 JCCS will return the unused funds to County unless the JCCS requests and receives an extension of time. One Hundred (100%) of the funds will be provided to the Johnson County Crime Stoppers 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 JCCS 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 Crime Stoppers shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

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

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

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

10. If the JCCS 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 JCCS 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 JCCS 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 JCCS 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 JCCS OR SUPPLIER; COMMITTED BY JCCS OR ANOTHER ENTITY OVER WHICH JCCS EXERCISES CONTROL.**

**THE JCCS 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 JCCS OR ANOTHER ENTITY OVER WHICH THE JCCS EXERCISES CONTROL.**

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

**THE JCCS 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 JCCS AND ANY SUB JCCS 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 JCCS 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 JCCS OR ANOTHER ENTITY OVER WHICH THE JCCS EXERCISES CONTROL, JCCS 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

**THE JOHNSON COUNTY CRIME STOPPERS**

By:   
**PATTY MAGGARD, PRESIDENT JCCS**  
Chief Executive Officer

## Exhibit A

### Negative Impact of COVID on Johnson County Crime Stoppers

Our organization is Johnson County Crime Stoppers. Our mission is to help prevent and solve crime. We provide a reporting system whereby a tipster can provide information to law enforcement anonymously. If that information leads to an arrest or an indictment the tipster is eligible for a cash reward up to \$1000.00. Part of that program is Campus Crime Stoppers offering cash rewards for information that leads to disciplinary action or arrest in Johnson County secondary schools.

The success of our program in schools is contingent upon our ability to inform students that this help is available and encourage them to report any disturbing behavior. During COVID there was no opportunity to present our program since gatherings were prohibited and school schedules were disrupted. This school year schools are strictly monitoring and limiting anyone entering their buildings. On another note, because people could not gather during COVID we had no idea how to orchestrate a fund raiser to support our operating expenses.

The project we propose is the creation of a video written, filmed, acted, and produced by adolescents under our supervision. The content would encourage students to "say something if they see something", to alert a school authority or their SRO if they are concerned about something they have seen, heard, or experienced. The student would be eligible for a cash reward. The video would also explain the process and would be offered to every secondary school in the county. If conditions are agreeable a Crime Stoppers representative could present the video and field questions or the school could present it themselves in person or via the internet.