



PAYMENT AGREEMENT PRODUCE BOX SUPPLY

This agreement dated as of August 12, 2020 (this “Agreement”) is entered into between Denton County, Texas (the “County”) and Denton Creek Farm, Inc., a Texas corporation (the “Supplier”). This Agreement is intended to supplement the produce supply understanding between the Supplier and the Denton County food pantries.

American Rescue Plan Funds

The County received American Rescue Plan Funds (ARP) from the US Treasury to alleviate the financial and social hardships facing Denton County residents due to the COVID-19 pandemic. The County, in conjunction with the local food pantries, has identified a community need for fresh produce for its residents.

Produce Supply Understanding between Supplier and Food Pantries

The Supplier will deliver fresh produce to numerous local Denton County Food Pantries (“Food Pantries”).

Supplier and the Food Pantries shall communicate and coordinate these deliveries between themselves. The County has no responsibility for coordinating deliveries or inspecting the produce boxes, and is solely acting as the payment agent.

The Food Pantries, collectively, expect to receive between 2,000 to 3,000 produce boxes per week. The County has agreed to pay for these produce boxes, as such boxes are delivered to, and accepted by, the Food Pantries.

Produce

Produce Box. A produce box is defined as a [25]-pound box of fresh produce, grown locally as appropriate. The mix of the produce will vary depending upon availability, but will generally consist of local farm-produced fruits and vegetables.

Quantity. Supplier is expected to deliver between 2,000 to 3,000 boxes each week to the Food Pantries. The exact number of boxes delivered will vary week-to-week. The maximum number of boxes delivered in any one week cannot exceed 3,500 boxes, unless otherwise agreed to in writing by County and Supplier.

Amount

Fixed Price. Supplier has agreed to a fixed price of \$37.00 per box, regardless of the contents of the produce box.

Total Cap. The County's maximum payment for any one week of deliveries is capped at \$129,500 (i.e., \$37.00 per box multiplied by 3,500 boxes). The County's total maximum payment under this Agreement is \$20,664,500 (i.e. 115 weeks multiplied by \$111,000 per week through Oct. 29, 2022, and 61 weeks multiplied by \$129,500 per week through Dec. 31, 2023, upon approval by Commissioners Court).

Term

Limited Term. The term of this Agreement is for deliveries received between August 17, 2020, and December 31, 2023, unless otherwise agreed to in writing by Supplier and County.

Supplier Responsibilities

Supplier will supply the Food Pantries with high quality, fresh produce.

Supplier shall provide weekly updates or reports to the County, as requested.

Supplier shall provide the Acceptance Form (attached as EXHIBIT A) to the Food Pantries upon delivery of the produce and have the form executed (signed and dated) to show acceptance of the produce.

Supplier shall aggregate the Acceptance Forms from all of the Food Pantries and attach them to a payment invoice submitted to the County. It is expected that this will occur on a weekly basis.

County Responsibilities

The County will timely pay the invoices within fourteen days (14) days of receipt, subject to any dispute.

Termination

This Agreement is not a contract for ongoing services, and may be terminated by the County at anytime, or any reason. If the County terminates this Agreement for any reason, Supplier's sole and exclusive remedy is payment for the produce boxes received and accepted by the Food Pantries prior to the termination.

Miscellaneous Provisions

Compliance with Law. Supplier is in compliance with and shall comply with all applicable laws, regulations, and ordinances, including all laws related to food production and delivery. Supplier

has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

Entire Agreement. This Agreement, including and together with any related exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Notices. All notices and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below (or to such other address as the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid).

Notice to County:

Dawn Cobb
1 Courthouse Drive
3rd Floor
Denton, Texas 76208
Telephone: 940-349-4672
Email: Dawn.Cobb@dentoncounty.com

Notice to Supplier:

Denton Creek Farm, Inc.
Attn: Keith Copp
6291 January Lane
Ponder, Texas 76259
Telephone: 940-367-0018
Email: Keith.Copp@gmail.com

No Assignment. Supplier shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of County. Any purported assignment or delegation in violation of this Section shall be null and void.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DENTON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

**DENTON CREEK FARM, INC.,
a Texas corporation**

By: _____

Name: _____

Title: _____

EXHIBIT A

Acceptance Form

The undersigned hereby agree as follows, regarding the delivery and acceptance of produce boxes provided by Denton Creek Farm, Inc.:

Food Pantry: _____

Date of Delivery: _____

Number of Boxes Delivered: _____

Boxes Delivered in Acceptable Condition: Yes / No (circle one)

Notes/Issues with Produce Boxes: _____

Name of Food Pantry Authorized Representative

Signature of Food Pantry Authorized Representative

Date

DENTON CREEK FARM, INC.

Signature of Authorized Representative

Date

Denton Creek Farm, Inc. must attach this form to its invoice to the County. The invoice and attachments should be emailed to Dawn Cobb at Dawn.Cobb@dentoncounty.gov.