

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Brandy Ford

TODAY'S DATE: May 3, 2022

DEPARTMENT: Facilities Management

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: May 9, 2022

SPECIFIC AGENDA WORDING:

Consideration to approve a general service agreement and contract terms addendum with Watson & Son Textiles for doormat rental services

and to give the County Judge authorization to sign.

COMMISSIONERS COURT

MAY 09 2022

Approved

PERSON(S) TO PRESENT ITEM:

Joshua Green

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 3
(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:



General Service Agreement For Door Mat Rental Services

This Agreement made and entered into as of April 21, 2022 by and between Watson and Son, Inc. or its successor (hereinafter referred to as "Watson and Son") and County of Johnson, or its successor (hereinafter referred to as "County") is to be construed under the laws of the State of Texas and all obligations created by this agreement are performable in Johnson County, Texas. The parties agree that venue is proper in Johnson County, Texas.

1. INTENT of the PARTIES.

- a. Watson and Son agree to order for County twenty-five (25) custom/logo doormats. County has approved artwork, doormat color, and price estimate with Watson and Son. Upon final payment of the invoiced generated by Watson and Son, said doormats, as described in this paragraph, will be the sole property of County.
- b. Watson and Son agree to provide doormat cleaning services for property listed in Paragraph 1a for a period of twelve (12) months.
- c. As part of its doormat rental services, Watson and Son, agrees to deliver, clean and return all doormats described in Paragraph 1a on a day and time scheduled by Watson and Son. Watson and Son reserve the right to change its delivery schedule at any time, without the knowledge or authorization of County.
- d. County agrees to provide Watson and Son access to the facility and location necessary to perform its obligations under this Agreement.
- e. County agrees to pay for all costs associated with purchase of logo doormats described in Paragraph 1a (including shipping) and all charges associated with doormat rental services described in 1b. All charges for products of services that are rendered under this Agreement will include applicable taxes.
- f. All invoices covered by this Agreement will be rendered each month (at a date chosen by Watson and Son) to County for the duration of this Agreement. County agrees to pay such invoices thirty (30) days from the date of the invoice. Past due bills are subject to a 1.5% interest charge per month. County agrees to pay all bills for invoices covered under this Agreement at the offices of Watson and Son in Johnson County, Texas.


2. BREACH, CANCELLATION or EXTENTION of AGREEMENT.


- a. Watson and Son does not materially breach terms the Agreement under these circumstances: (i.) failing to deliver rental services on scheduled day and time (ii.) delivering incorrect inventory (iii.) failing to deliver rental services when such failure is caused by circumstances beyond Watson and Son's control, including but is not limited to, acts of God, inclement weather, school closing, teacher's strike, no access to building and operational emergencies at Watson and Son's facility.
- b. Watson and Son however reserves the right to cancel its services immediately upon written notification in the event County account is delinquent (account is considered delinquent when any invoice is 60 days past due).
- c. Anytime during the 12 month period, County can increase inventory by submitting the request in writing.
- d. After the expiration of the 12 months period (as defined in Paragraph 1), both parties may agree to extend the terms of the rental service (described in Paragraph 2a) for an additional 12 months agreed by both parties.

3. SUCCESSION and ASSIGNMENT.

- a. This Agreement shall inure to and be binding upon the successors of the parties hereto.
- b. County has no right to assign its rights and obligations under the Agreement without prior written consent of Watson and Son.

THIS AGREEMENT SET FORTH IN PARAPGRAPHS 1-3 AND THE JOHNSON COUNTY CONTRACT TERMS ADDDENDUM HAS BEEN AGREED TO BY WATSON AND SON, INC. and COUNTY OF JOHNSON ON ~~APRIL~~ 5/9, 2022, AS EVIDENCE BY EACH REPRESENTATIVE'S SIGNATURE

County of Johnson	
	
By:	<u>Roger Harmon</u>
Title:	<u>County Judge</u>
Address:	<u>2 N Main Street, Cleburne, TX 76031</u>
Date:	<u>5/9/2022</u>

Watson and Son, Inc.	
	
By:	<u>Sabrina L. Watson</u>
Title:	<u>Manager</u>
Address :	<u>130 Williams, Cleburne, Texas</u>
Date:	<u>4/20/22</u>

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – WATSON & SON TEXTILES**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter sometimes referred to as “**COUNTY**”. **JOHNSON COUNTY, WATSON & SON TEXTILES**, (or both, as may be applicable) may be collectively identified as the “**Parties**” or each individually a “**Party**”). **This Addendum is part of the Agreement with WATSON & SON TEXTILES and is intended to modify (as set forth in this Addendum) all documents, put forth by WATSON & SON TEXTILES. This Addendum modifies (as set forth in this Addendum) the WATSON & SON TEXTILES GENERAL SERVICES AGREEMENT FOR DOOR MAT SERVICES, and any other document proffered to JOHNSON COUNTY by WATSON & SON TEXTILES.**

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County **cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party**; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that **WATSON & SON TEXTILES** might lawfully seek to claim as confidential, then County will forward the request to **WATSON & SON TEXTILES**. It shall be the obligation of **WATSON & SON TEXTILES** to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **WATSON & SON TEXTILES** in making such submission to the Texas Attorney General's Office. **WATSON & SON TEXTILES acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by **WATSON & SON TEXTILES** pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 72 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

At any time following the expiration of 1 YEAR from the execution of the contract, COUNTY may terminate the contract at its discretion, without penalty of any kind, by giving COMPANY 90 days written notice of such termination.

8.1

WATSON & SON TEXTILES certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **WATSON & SON TEXTILES** states that it is not ineligible to receive State or Federal funds due to child support arrearages

8.2

WATSON & SON TEXTILES verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **WATSON & SON TEXTILES** further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

8.3

WATSON & SON TEXTILES verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

8.4

WATSON & SON TEXTILES verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
- (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section 2251.001.

9.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

9.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent WATSON & SON TEXTILES is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

9.3

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the

Agreement and any provision to the contrary is hereby deleted. ***THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY WATSON & SON TEXTILES IS HEREBY DELETED.***

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Roger Harmon
As Johnson County Judge

5-9-22
Date

Attest: 
County Clerk, Johnson County



5-9-22
Date

:

Authorized Representative of
WATSON & SON TEXTILES

4/26/22
Date

Printed Name: SABRINA L. WATSON

Title: Manager