

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)


Date: 07.29.2024

Meeting Date: 08.12.2024

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:



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|---|
| <p>Court Decision: This section to be completed by County Judge's Office</p> |
|  |

Description:

Consider and approve, with Authorization for County Judge to sign, interlocal-local agreement for shredding services with Tarrant County.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

- 1.1 Provide JOHNSON COUNTY with a Destruction Request Form to be filled out by an authorized representative of JOHNSON COUNTY and submitted to the COUNTY each time JOHNSON COUNTY requests the services during the term of this Agreement.
- 1.2 Shred JOHNSON COUNTY'S documents identified on the Destruction Request Form and sent to the COUNTY's Recycle Center for destruction in accordance with state laws.
- 1.3 Return a copy of the Destruction Certification Form to JOHNSON COUNTY after the destruction of said records or materials.

2. JOHNSON COUNTY'S RESPONSIBILITIES

JOHNSON COUNTY agrees to do the following:

- 2.1 Contact the Recycle Center at (817) 884-3391 to set up an appointment for the delivery of said records and materials for recycling.
- 2.2 Deliver all records or materials together with a completed Destruction Request Form on the appointed date for destruction to the Recycle Center located at:

600 S. Sylvania
Fort Worth, TX 76111

- 2.3 Ensure that all state laws and rules of the State Library have been met for all records and materials sent for destruction and recycling.

3. ADDITIONAL PROVISIONS

- 3.1 The COUNTY will only shred office-type records and paper, clean of any trash and such, which is capable of being recycled. JOHNSON COUNTY is responsible for separating, removing, and disposing of any materials that do not fit these criteria.
- 3.2 The COUNTY is not liable for the destruction of records or materials that are prohibited from destruction pursuant to State Law.
- 3.3 All materials and shredded paper become the property of the COUNTY for use by the COUNTY as it may deem fit, including selling said property, and this serves as the consideration for the County's participation in this Project.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY's rights under a legal theory of sovereign immunity. This Agreement does not waive JOHNSON COUNTY rights under a legal theory of sovereign immunity.

5. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, both parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including,

without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

6. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERMINATION OF AGREEMENT

The initial term of this Agreement is for one year from the date of execution of this Agreement, and will automatically renew for a like term thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time-either before the expiration of the initial term or after the renewal of any term thereafter-by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed three (3) copies of this Agreement in TARRANT COUNTY, TEXAS, this 12th day of August, 2024.

TARRANT COUNTY, TEXAS

JOHNSON COUNTY

BY: _____
COUNTY JUDGE

BY: Christopher Boedeker
Christopher Boedeker - County Judge

ATTEST:

ATTEST:
April Long
April Long, County Clerk 

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.