

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

Date: 07.29.2024	This section to be completed by County Judge's Office
Meeting Date: <u>08.12.2024</u>	Shinson County
Submitted By: Lance Anderson	
Department: Purchasing	((★(APPROVED)★))
Signature of Elected Official/Department Head:	Commissioners Call
Descriptions	8-12-24
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 minu	tes
Session Requested: (check one)	
✓ Action Item ☐ Consent ☐ Worksho	p   Executive   Other
Check All Departments That Have Been Notified	<b>!</b> •
	_
☑ County Attorney ☐ IT	☐ Purchasing ☐ Auditor
☐ Personnel ☐ Public Wor	rks Facilities Management
Other Department/Official (list)	

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

# THE STATE OF TEXAS § § INTER-LOCAL AGREEMENT COUNTY OF TARRANT §

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and Johnson County.

WHEREAS, the Tarrant County Records Destruction and Recycling Program (the "Program") was established in August 1993 by the Office of the County Clerk to provide an alternative to traditional waste disposal methods. The recycle program destroys eligible records by shredding and baling the record material and offering the material for resale; and,

WHEREAS, the County Records Destruction and Recycling Program has been expanded from a program solely for the destruction of eligible County Clerk's records to now include the destruction of records and paper materials from a variety of County Offices and Facilities, as well as other national, regional, and local governmental agencies; and,

WHEREAS, <u>JOHNSON COUNTY</u> is requesting to participate in the County's Records Destruction and Recycling Program in order for Johnson County to meet the State's mandate of waste reduction; and,

WHEREAS, it is the responsibility of the COUNTY and <u>JOHNSON COUNTY</u> to provide for the health and safety of their citizens to foster the preservation of the environment; and,

WHEREAS, the Inter-local Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and,

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and,

WHEREAS, the governing bodies of each party find that:

- This Agreement serves the common interests of both parties;
- This Agreement will benefit the public;
- The COUNTY and <u>JOHNSON COUNTY</u> both have the legal authority to provide the services contemplated by the Project in order to reduce waste, and both have authorized their representatives to sign this Agreement; and,
- The division of costs provided for constitutes adequate consideration to each party.

NOW, THEREFORE, the COUNTY and JOHNSON COUNTY agree as follows:

#### TERMS AND CONDITIONS

#### 1. COUNTY'S RESPONSIBILTIES

The COUNTY agrees to do the following:

- 1.1 Provide <u>JOHNSON COUNTY</u> with a Destruction Request Form to be filled out by an authorized representative of <u>JOHNSON COUNTY</u> and submitted to the COUNTY each time <u>JOHNSON COUNTY</u> requests the services during the term of this Agreement.
- 1.2 Shred <u>JOHNSON COUNTY'S</u> 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 <u>JOHNSON COUNTY</u> 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. <u>JOHNSON COUNTY</u> 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 <u>JOHNSON COUNTY</u> 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 singing 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 <u>12th</u> day of <u>August</u>, 2024.

TARRANT COUNTY, TEXAS	JOHNSON COUNTY
BY:COUNTY JUDGE	BY: Christopher Boedeker - County Judge
ATTEST:	ATTEST:  AND ROTE OF A
	April Long, Cöunty 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.