

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF FORT BEND

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**AMENDMENT AND RENEWAL OF RECORDS STORAGE SERVICES AGREEMENT  
FY 2021**

THIS AMENDMENT AND RENEWAL ("Amendment") is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and the Harris County Department of Education, ("HCDE"), a County School District authorized to conduct business in the State of Texas, hereinafter collectively referred to as "Parties."

WHEREAS, the parties executed and accepted that certain Records Storage Services Agreement on September 7, 2010, and which was last amended on October 1, 2019, (hereinafter collectively referred to as "Agreement"), incorporated by reference as if set forth verbatim); and

WHEREAS, the parties desire to amend the Agreement to include required County language and renew the Agreement for an additional one-year term.

NOW, THEREFORE in consideration of the foregoing, and by consent of all of the parties, the Agreement shall be, and is hereby, modified, altered, and changed in the following respects only as if a part of the original Agreement:

1. **Scope of Service.** HCDE shall provide records storage services to County as defined in the Records Management Service Agreement, attached hereto as Schedule "A," and incorporated by reference.
2. **Term.** The Agreement shall be renewed for an additional one (1) year term beginning October 1, 2020 and shall terminate on September 30, 2021. This Agreement shall not automatically renew; however, it may be renewed upon written agreement of the parties.
2. **Maximum Compensation.** The Maximum Compensation for the performance of services during the additional one (1) year term shall be one hundred thousand dollars and no/100 (\$100,000.00). In no case shall the amount paid under this Extension exceed the Maximum Compensation without an approved amendment.
3. **Non-Appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Notice to County.** If Notice is to be delivered to the County, the Notice shall be sent to both the Fort Bend County Purchasing Agent and the Fort Bend County Judge as follows:

Jaime Kovar  
Fort Bend County Purchasing Department  
301 Jackson Street, Suite 201  
Richmond, Texas 77469

Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

5. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
6. **Binding Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
7. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
8. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
9. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Amendment and the Agreement and any prior amendments, the provisions of this Amendment shall prevail with regard to the conflict.
10. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
11. **Resolution Against Human Trafficking.** By acceptance of this Agreement, Contractor acknowledges that the County is opposed to Human Trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

*{EXECUTION PAGE FOLLOWS}*

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

IN WITNESS WHEREOF, this Extension is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Extension. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

HARRIS COUNTY DEPARTMENT OF EDUCATION

Curtis W. Davis  
Authorized Agent-Signature

CURTIS W. DAVIS  
Authorized Agent -Printed Name

Director of Records Management  
Title

9/8/2020  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$100,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Schedule A: HCDE Records Management Services Rates

FT. BEND COUNTY  
 SCHEDULE "A"  
 HARRIS COUNTY DEPARTMENT OF EDUCATION  
 RECORDS MANAGEMENT SERVICES  
 October 2020 – September 2021

**ANNUAL MEMBERSHIP FEE** **\$3,675.00**

**STORAGE RATES**

Standard Storage Box (10" x 12" x 15") **\$ 0.16 per box/ mo.**  
 Nonstandard size boxes (\$0.16 per cu.ft./mo)

**SERVICE RATES**

Training and account setup	<b>Membership</b>
Consulting/Records Control Schedules	<b>Membership</b>
Policy and Procedures	<b>Membership</b>
Retrieval (accessing a stored file or box)	<b>Membership</b>
Refile (returning a stored file or box)	<b>Membership</b>
FAX (HCDE to user)/Electronic Transmission	<b>Membership</b>
Document Shredding (pickup from customer's sites)	<b>Membership</b>
Monthly Management Reports (all types)	<b>Membership</b>
Receiving (new boxes, including data entry)	<b>\$ 1.00 per box</b>
Transportation/Scheduled pick-ups and deliveries Outside of Harris County <b>(up to 100 boxes)</b>	<b>\$15.75 per stop</b>
Transportation/Rush Services/Weekend and Holidays Outside of Harris County <b>(up to 100 boxes)</b>	<b>\$47.25 per stop</b>
After Hours/Rush Retrieval and Deliveries Services	<b>\$52.50 per hour</b>
Transportation/Large Volume Scheduled pick-ups and deliveries Outside of Harris County <b>(over 101 boxes)</b>	<b>\$52.50 per stop</b>
Data Migrations (importing customer's data)	<b>\$25.00 per stop</b>
Interfiling/Indexing per file	<b>\$ 1.25 each file</b>
Permanent Removal (per box)	<b>\$ 1.50 each</b>
Permanent Removal to Close the Account	<b>\$ 2.00 each item</b>

**SUPPLIES**

Box barcodes labels (15 per sheet)	<b>N/C</b>
Standard storage box (packed 25/bundle)	<b>\$ 1.95 each</b>
Recycling Bin services (monthly rotations) 64 gallon	<b>\$ 5.50 each</b>
Recycling Bin services (monthly rotations) 95 gallon	<b>\$10.00 each</b>
Recycling Consoles (for confidential papers)	<b>\$ 5.50 each</b>

## **ELECTRONIC DOCUMENT MANAGEMENT SERVICES**

Rates for 16mm & 35mm microfilming conversions and/or electronic imaging, indexing, scanning and document preparation must be quoted separately due to the wide range of variables associated with each job.

We electronically digitize all types of records including;

Human Resources Records  
Benefits Records  
Special Education  
High School Transcripts  
Accounts Payables and Receivables

**Electronic Document Storage and Retrieval Online** **\$10.50 per GIG/month**

## **VAULT STORAGE AND TAPE & FILM SERVICES**

### **Storage Rates**

LTO, SDLT, DLT	<b>\$ 0.25/month</b>
16mm, 35 mm, 8mm, 4 mm	<b>\$ 0.25/month</b>
Roll film	<b>\$ 0.25/month</b>
3480/3490/3490E tapes, CD's & Hard Drives	<b>\$ 0.25/month</b>

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Small case storage (standard container)	<b>\$ 2.00/month</b>
Large case storage (over size cases)	<b>\$ 2.50/month</b>

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**Service Rates** includes bar-coding, filing, data entry and tracking

Tape Retrieval	<b>\$ 2.00 each</b>
Tape Return	<b>\$ 2.00 each</b>
Data Entry	<b>\$ 2.00 each</b>
Daily, Weekly and Monthly Rotation Retrieval Services per case	<b>\$ 4.00 each</b>
Daily, Weekly and Monthly Rotation roundtrip transportation	<b>\$ 25.00 each</b>
Rush Services per case/tape	<b>\$ 7.25 each</b>
After Hour/Rush Transportation	<b>\$ 50.00 per hour</b>