

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

RECORDS MANAGEMENT AND STORAGE SERVICES AGREEMENT

(Fort Bend County and Harris County Department of Education)
FY2024

This Records Management and Storage Services Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and HARRIS COUNTY DEPARTMENT OF EDUCATION (“HCDE”), a local governmental entity established to promote education in Harris County, Texas. County and HCDE may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, in 1992, HCDE formed the Records Management Cooperative (the “Records Management Cooperative” to assist local governments with records management and storage in accordance with Chapter 201 of the Texas Local Government Code; and

WHEREAS, on or about May 6, 2014, County and HCDE entered into that certain Interlocal Agreement (the “Master Agreement”) pursuant to Chapter 791 of the Texas Government Code, which authorizes interlocal cooperation agreements between governmental entities; and

WHEREAS, pursuant to the Master Agreement and the Records Management Cooperative, County desires to contract with HCDE for such records management and storage services; and

WHEREAS, Contractor represent that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to the terms of this Agreement, HCDE shall provide services to County as specified in the “Schedule ‘A’ Pricing Information” attached hereto as Exhibit “A” and incorporated by reference (the “Services”). County will inform Contractor of such Services to be performed on an “as needed” basis. Such Services shall be scheduled at a time that is mutually agreeable between the Parties and without undue delay. Additionally, County does not guarantee a minimum level of Services to be performed by Contractor under this Agreement.
3. **Term.** The Parties agree that the term of this Agreement shall be for one year and was effective on October 1, 2023 and shall terminate at 11:59 p.m. on September 30, 2024, unless sooner terminated in accordance with this Agreement. The Parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the

Parties. This Agreement may only be renewed upon written instrument executed by both Parties.

4. **Compensation and Payment Terms.** HCDE's fees for the Services shall be calculated at the rate(s) set forth in the "Schedule 'A' Pricing Information" attached hereto as Exhibit "A." The Maximum Compensation to HCDE for the Services performed under this Agreement is One Hundred Thousand and 00/100 Dollars (\$100,000.00). In no event shall the amount paid by County to HCDE under this Agreement exceed said Maximum Compensation without a County approved change order.
 - a. HCDE understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "B."
 - b. County does not waive the Service Guarantee provided by HCDE, but that all performance of the Scope of Services above by HCDE including any changes in said Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
 - c. County will pay HCDE based on the following procedures: On or before the tenth (10th) business day of each month for services rendered during the previous calendar month, HCDE shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. HCDE may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** HCDE understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is One Hundred Thousand and 00/100 Dollars (\$100,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. HCDE clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. HCDE does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that HCDE may become entitled to and the total maximum sum that County may become liable to pay to HCDE under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).
6. **Non-appropriation.** HCDE understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify HCDE in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations

were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** County is a political subdivision of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by HCDE.
8. **Indemnity.** TO THE EXTENT ALLOWED BY LAW, HCDE HEREBY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT, ERROR, OMISSION, OR FAILURE TO ACT BY HCDE, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES WITH RESPECT TO THE SERVICES PERFORMED UNDER THIS AGREEMENT. HCDE FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 9 BELOW, COVERING THE SERVICES PROVIDED UNDER THIS AGREEMENT AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
9. **Insurance.** Prior to the commencement of the Services under this Agreement, HCDE shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. HCDE shall maintain such insurance coverage from the time Services commence until Services are completed and provided replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. HCDE shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the state of Texas, and shall obtain such insurance of the following types and minimum limits:
 - a. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - b. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - c. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - d. Professional Liability insurance with limits not less than \$1,000,000. County shall be named as additional insured to all required coverage except for Workers'

Compensation. All Liability policies including Workers' Compensation written on behalf of HCDE shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, HCDE warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

HCDE's or HCDE's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. HCDE's or HCDE's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing. Approval of the insurance by County shall not relieve or decrease the liability of the HCDE.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Email: Wyatt.Scott@fortbendcountytexas.gov

10. **Confidential Information.** HCDE acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by HCDE or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by HCDE shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by HCDE) publicly known or is contained in a publicly available document; (b) is rightfully in HCDE's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of HCDE who can be shown to have had no access to the Confidential Information.

HCDE agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HCDE uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. HCDE shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, HCDE shall advise County immediately in the event HCDE learns or has reason to believe that any person who has had access to Confidential Information has violated or

intends to violate the terms of this Agreement and HCDE will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or HCDE against any such person. HCDE agrees that, except as directed by County, HCDE will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, HCDE will promptly turn over to County all documents, papers, and other matter in HCDE's possession which embody Confidential Information.

HCDE acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. HCDE acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

HCDE in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11. **County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
12. **Applicable Law.** The laws of the state of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.
13. **Public Information Act.** HCDE expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to HCDE for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by HCDE expressly marked as proprietary or confidential. County shall not be liable to HCDE for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. HCDE further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
14. **Compliance with Laws.** HCDE shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. HCDE in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

15. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

And

Fort Bend County Purchasing Department,
Attention: Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas

If to HCDE: Harris County Department of Education,
Records Management Cooperative
6005 Westview
Houston, Texas 77055

16. **Independent Contractor.** In the performance of work or services hereunder, HCDE shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of HCDE or, where permitted, of its subcontractors. HCDE and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
17. **No Publicity.** HCDE shall not make news releases, publicize, or issue advertising pertaining to this Agreement without the prior written consent of County.
18. **Termination.** If at any time during the term of this Agreement, HCDE fails to perform the Services in accordance with the provisions of this Agreement, or fails to diligently provide such Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Agreement, or violates any material provision of this Agreement, then County shall have the right, if HCDE does not cure any such default within ten (10) calendar days after receipt of written notice thereof, to terminate this Agreement. Any such act by County shall not be deemed a waiver of any other right or remedy of County. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable for services rendered prior to the termination date, shall thereafter be paid in accordance with Section 4 of this Agreement.
19. **Personnel.** HCDE represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that HCDE shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of HCDE shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HCDE or agent of HCDE who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, HCDE shall comply with, and ensure that all HCDE's Personnel comply with, all rules, regulations and policies of County that are communicated to HCDE in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

20. **Right to Audit.** County shall have the right to audit and inspect Contractor's books and records with respect to the Services provided to County under this Agreement. County's right to audit and inspect such books and records shall survive the termination of this Agreement for a period of four (4) years.
21. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
22. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. 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.
23. **Assignment.** Neither party may assign this Agreement or delegate performance under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment of rights or delegation of performance in violation of this Section is void.
24. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of County and HCDE and each of their respective successors and permitted assigns.
25. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
26. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

27. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, HCDE hereby verifies that HCDE and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, HCDE does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, HCDE does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, HCDE does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
28. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, HCDE ACKNOWLEDGES THAT FORT BEND 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.
29. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
30. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
31. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the

requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and HCDE have executed this Agreement to be effective the 1st day of October, 2023.

FORT BEND COUNTY, TEXAS

KP George,
County Judge

Date

ATTEST:

Laura Richard, County Clerk

**HARRIS COUNTY DEPARTMENT OF
EDUCATION (HCDE)**

Dr. Jesus Amezcua
Dr. Jesus Amezcua (Sep 26, 2023 22:01 CDT)

Authorized Agent – Signature

Dr. Jesus Amezcua

Authorized Agent- Printed Name

Asst Supt for Business

Title

Sep 26, 2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\purchasing\hc dept of edu records mgmt (23-purch-100106-a1)\renewal of records storage services agreement fy24 (kcj - 08.30.2023)

EXHIBIT A

FORT BEND COUNTY
SCHEDULE "A" Pricing Information
HARRIS COUNTY DEPARTMENT OF EDUCATION
RECORDS MANAGEMENT SERVICES
October 2023 – September 2024

OUT-OF-COUNTY FEES

ANNUAL MEMBERSHIP FEE \$5,500.00
Billed annually in September or monthly

Membership includes:

- Access to Web Portal Reports and Billing Information
- Initial Assessment and Evaluation of your program
- Compliance with Records Control Schedules Requirements
- Identifying the (RMO) and Records Liaison (RLO)
- Disposition of location of records. **(Records will be stored off-site)**
- Training administration and staff member on procedures
- Helping create an internal Records Management site/drive
- Helping create records policies and procedures
- Initial pick up and recording of records for storage and disposition (New Customers)
- Requesting records, **(retrievals and refiling)**
- **Electronic Transmission and File Transfers (FTP/S)**
- Annual Shredding/Destruction of onsite county records
- Access to Web portal request and inventory system

STORAGE RATES

Standard Storage Box (10" x 12" x 15") \$ 0.26 per box/mo.
Non-standard boxes (\$0.26 per cubic foot)

SERVICE RATES

Receiving new records, including data entry \$ 1.25 per box
Interfiling/Indexing files to put inside original files \$ 2.00 per file
Permanent Removal and Disposal/Shredding of records in storage \$ 2.25 per box
Permanent Removal to Close Account \$ 3.25 per box
Researching files – inside boxes \$ 25.00 an hour
Project labor – above normal services \$ 25.00 an hour

SUPPLIES

Box barcodes labels (15 per sheet) N/C
Standard storage box (packed 25/bundle) \$ 2.60 each
All Bin fees includes shredding materials
Recycling Bin (rotations) 64 gallon each \$ 5.50 each
Recycling Bin (rotations) 96 gallon each \$ 10.00 each
Recycling Consoles (for office use) – **monthly rental** \$ 5.50 each
Re-boxing damaged boxes (including supply box and labor) \$ 6.50 each

TRANSPORTATION SERVICES

Weekly scheduled pick-ups and deliveries (up to 100 boxes)	\$ 25.00 per stop
Large volume pick-ups and deliveries (over 100 boxes)	\$ 85.00 per stop
Rush deliveries services (2-3 hours)	\$ 45.00 per hour

ELECTRONIC DOCUMENT MANAGEMENT SERVICES

Converting 16mm microfilm to digital	\$0.009 per image
Converting 35mm microfilm to digital	\$0.009 per image
Converting microfiche to digital	\$0.009 per image
Scanning H/R and Benefits records	\$0.012 per page
Scanning Special ED Records	\$0.012 per page
Scanning Student Records	\$0.012 per page
Scanning Transcripts	\$0.012 per page
Scanning Accounts Payable/Receivable Records	\$0.012 per page
Scanning Permanent Records	\$0.012 per page
Scanning large format construction maps	\$ 2.00 per sheet
Scanned document retrievals/emailed	\$ 0.045 per sheet

Note: Some imaging jobs could include document preparation time.

Note: All scans will be index to specifications \$ 25.00 hour

*Rate will vary due to the scope of work of each job.

Web based Electronic Document Storage and Retrieval Online System	\$13.50 per GIG
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VAULT STORAGE AND TAPE & FILM SERVICES

STORAGE RATES

16mm, 35mm, 8mm, 4mm	\$ 0.30/month
Roll Film and Microfilm jackets	\$ 0.30/month
Tapes, CD's, & Hard Drives	\$ 0.30/month

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

VAULT SERVICE RATES

Adding new tapes, includes bar-coding, filing, data entry/tracking	\$ 2.00 each
Daily, Weekly, and Monthly Rotation Retrieval Services per case	\$ 4.00 each
Daily, Weekly, and Monthly Rotation roundtrip transportation	\$ 25.00 each
Rush Services per case/tape	\$ 7.25 each
After Hour/ Rush Transportation	\$ 45.00 per hour