

ORIGINAL**RECORDS STORAGE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Harris County Department of Education, (hereinafter "Contractor"), a County School District authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain Contractor to provide records storage services (hereinafter "Services"); and

WHEREAS, Contractor represents that it is qualified and desires to perform the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT**Article I. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Fees

3.1 County has selected Pricing Option A (attached hereto as Exhibit B).

3.2 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred thousand dollars and no/100 (\$100,000). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.3 Contractor shall submit an invoice to County by the tenth (10th) business day of each month for services rendered during the previous calendar month. The invoice shall provide

a detailed accounting of all fees assessed. Payment shall be due within thirty (30) days of receipt of a complete invoice.

3.4 The first four (4) months of Services under this Agreement shall be provided at no cost to County.

Article IV. Term

The term of this Agreement will be for one (1) year from the Effective Date. The Agreement may be renewed for addition one (1) year terms under the same terms and conditions if mutually agreed upon in writing by both parties.

Article V. Modifications

Any modifications to this Agreement, excluding changes or additions to delivery points by County, must be in writing and must be signed by both parties. Changes or additions to delivery points may be made by County upon ten (10) days written notice.

Article VI. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.3 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VII. Insurance

7.1 Prior to commencement of the Services, Contractor shall furnish County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed. Contractor 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:

7.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

7.1.2 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.

7.1.3 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.

7.1.4 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.

7.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies (except Workers Compensation) written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

7.3 If required coverage is written on a claims-made basis, Contractor 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 2 years beginning from the time that work under the Agreement is completed.

Article VIII. Indemnity

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article IX. Confidential and Proprietary Information

9.1 Contractor 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 Contractor or its employees or agents 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

9.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

9.3 Contractor 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. Contractor 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.

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

Article X. Independent Contractor

10.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, or officers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.

10.2 Contractor and its agents, employees, or officers 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.

Article XI. Contract Administration

11.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Purchasing Department, 4520 Reading Road, Rosenberg, Texas 77471, Attention: Purchasing Agent, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

11.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Harris County Department of Education, Records Management Cooperative, 6005 West View, Houston, Texas 77055, or such other place or places as Contractor may designate by written notice delivered to County.

Article XII. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and 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. When required, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XIII. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XIV. Non-Exclusive Engagement

This Agreement is not exclusive. County may utilize other records storage methods and services in addition to Contractor's services.

Article XV. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XVI. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XVII. Publicity

Contractor shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

Article XVIII. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2010.

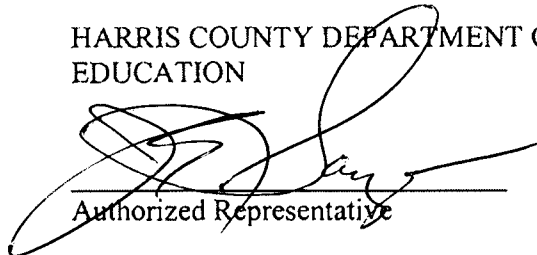
FORT BEND COUNTY



Robert E. Hebert, County Judge

9-7-2010

HARRIS COUNTY DEPARTMENT OF
EDUCATION



Authorized Representative

ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

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

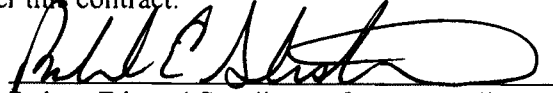

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Records Storage Services for Fort Bend County
PRP 10-033

Harris County Department of Education
Records Management Cooperative
6005 West view
Houston, Texas 77055

The Local Government Records Act of 1989, Chapter 201 002 mandates that all State and Local Government Agencies have a records management program capable of providing efficient management of local government records in order to effectively and economically operate their agency and to preserve important documents for historical purposes. In 1992 the Harris County Department of Education (HCDE), at the request of several area school districts, formed the Records Management Cooperative. The purpose of the Cooperative is to assist member districts' compliance with the Local Government Records Act of 1989. The Cooperative develops records control schedules, provides training, consulting, electronic imaging, microfilming, data protection, and commercial records center services.

Harris County Department of Education (HCDE) wants to ensure that you receive the best possible service when transacting business with our Records Center. We provide a guide to help you do business with HCDE. It outlines services included with your membership, optional value-added services available to the membership at reduced rates and our standard operating procedures for shipping material to storage, retrieving material from storage and management of stored data.

Records Storage Services for Fort Bend County
PRP 10-033

REQUIREMENTS:

6.1 Contractor will be responsible for relocation and recoding boxes currently stored with Iron Mountain Records Management at no cost to the county

If HCDE can get a current SKP data file from Iron Mountain we maybe able to use the same bar-codes on the boxes. We were able to do this process with the City of Houston data when they moved out of IM to HCDE at no charge.

6.2 Contractor must have 24 hours access, 7 days per week in the event of any emergency

HCDE work hours are 7:30 – 4:30 Monday thru Friday with an On-Call Schedule for nights and weekends.

6.3 Fort Bend County currently stores 11,000-plus cubic feet (1.2 cubic feet per file box)

See attached Pricing Schedule “A” option A and option B

6.4 Contractor shall provide storage of all boxes. Boxes include letter/legal (1.2 cu. ft.) legal wide (2.5 cu. ft.) and letter wide (2.0 cu. ft.)

See attached Pricing Schedule “A” option A and option B

6.5 Contractor shall provide coding on each box stored.

HCDE can provide system generated bar-codes for each box.

6.6 Storage environment shall consist of water sprinklers or other fire retardant and air conditioning as approved by the Texas State Library and Archives

Harris County Department of Education Records Management Division provides a secure temperature and humidity controlled facility to store your records. Our facility is monitored with surveillance cameras surrounding the building with a multi level sprinkler system inside. HCDE also provides a Class 125 four-hour certified Fire Protection System in our vault.

Records Storage Services for Fort Bend County
PRP 10-033

6.7 Contractor shall provide a master inventory upon initial receipt of boxes. In addition, contractor shall provide an updated inventory upon receipt of additional boxes.

If HCDE can receive the SKP data file prior to the boxes coming to HCDE we will be able to verify each shipment from IM. In addition, when we receive new boxes you will get an updated list monthly of the new boxes.

6.8 Contractor will provide pickup, delivery and/or re-file of boxes twice monthly on the 2nd and 4th Wednesday of each month between 8 a.m. and 5 p.m., if notified within 24 hours, at no charge to the county. In addition, vendor must provide inventory searches at no charge to the county and allow county personnel access to search boxes on-site.

HCDE has weekly trips to Richmond/Rosenberg area to service Lamar C.I.S.D. HCDE offers a secure, Web-based management tool that gives you real-time access to your offsite records in storage. We also provide electronic imaging of documents if you need them ASAP.

6.9 Contractor will provide two (2) hour, same day and next day delivery on demand as a chargeable cost to the county. Please state cost in proposal.
HCDE will provide two (2) rushes. See attached Schedule "A".

6.10 Pickup and delivery points will be at the following location

William B. Travis Annex
301 Jackson Street
Richmond, Texas

Rosenberg Annex
4520 Reading Road, Suites A & B
Rosenberg, Texas

Justice of the Peace Precinct #44
12919 Dairy Ashford
Sugar Land, Texas

East Lind Annex
303 Texas Parkway
Missouri City, Texas

EXHIBIT B

Records Storage Services for Fort Bend County
PRP 10-033

**Prices based on 11,000 (1.2 cu. ft.) boxes for
storage and retrievals, re-files, new and shredding
of 20 boxes per month.**

OPTION A

Membership with Harris County Department of Education Records
Management Coop. **\$23,004.00 annually**

OPTION B

Non Member price with Harris County Department of Education
Records Management **\$30,844.80 annually**

**SEE ATTACHED PRICE SCHUDULE "A" FOR
MEMBERSHIP AND NON MEMBER FEES**

Records Storage Services for Fort Bend County
PRP 10-033

FT Bend County
PRICE SCHEDULE "A"
HARRIS COUNTY DEPARTMENT OF EDUCATION
RECORDS MANAGEMENT SERVICES

<u>MEMBERSHIP FEE</u>	OPTION A	\$3,000.00 annually
September 2009 – August 2010		

STORAGE RATES

Standard 10" x 12" x 15" Storage Box (1.2 cu. ft.)	\$0.15 per box/mo
Non standard size boxes, 2 0.2 3 2 4 3 0.3 6 cu. ft.	\$0.30 per box/mo

SERVICE RATES

Receiving (<i>new material</i> , includes data entry and barcode labeling)	\$0.85 per box
Retrieval (accessing a stored file or box)	No Charge
Re-file (returning a stored file or box)	No Charge
FAX (HCDE to user)	No Charge
Transportation/Standard pick-ups and deliveries	No Charge
Document Shredding (internal and external)	No Charge
After Hours/Rush Services/Weekend and Holidays	\$25.00/hour
Monthly Management Reports (all types) Web access	No Charge

SUPPLIES*

Storage Boxes (packed 25/bundle) standard size only	\$1.60 ea
---	-----------

*Supply prices subject to change with notice

ELECTRONIC DOCUMENT MANAGEMENT SERVICES

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

VAULT STORAGE AND SERVICES

Harris County Department of Education/Records Management

Has a Fireproof Modular Vault Class 125-2 Hour/350-4

We use the NOVEC 1230 Fire Suppression System.

Storage Rates

SDLT	\$0.15/month
DLT	\$0.15/month
16mm	\$0.15/month
35mm	\$0.15/month
8mm	\$0.15/month
4mm	\$0.15/month
Roll film	\$0.15/month
3480/3490/3490E tapes	\$0.15/month

Small case storage 1-2 cu. ft.	\$1.00/month each
Large case storage over 1-2 cu. ft.	\$1.25/month each

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

Data Entry	\$0.25 each/item
Daily, Weekly and Monthly Rotation Services per case	\$2.00 plus stop
Rush Services per case/tape	\$6.00 plus stop
Daily, Weekly and Monthly Rotation roundtrip transportation	\$16.50 stop plus ret.
After Hour/Rush Transportation	\$25.00 stop plus ret.

(Effective 09/01/2009)