

Contract for Storage & Imaging Services for Fiscal Year 2025

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – Williamson County Clerk

SLRM Contract Number: 6-25-1246

WILCO Receiving Agency Contract Number:
Not Yet Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interlocal Cooperation Act, Texas Government Code, Title 7, Chapter 791.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name: Williamson County Clerk
Agency Code: 1246
Contact Person: Nancy Rister
Contact Phone:

(512) 943-

1549

Contact Email:

nrister@wilco.

org

Performing Agency

Name: Texas State Library and Archives Commission
Agency Code: 306
TINS No: 33063063060013
Contact Person:

Zach Bruton

Phone:

(512) 475-5151

Email:

zbruton@tsl.texas.gov

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in the attached Fee Schedules.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting, or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board. All fees are approved annually by the Commission according to 13 TAC 1 §6.121 and §6.122. Receiving Agency will pay based on fees in effect (or approved by) the Commission each year. Any change in fee schedule will not have an automatic impact on the not-to-exceed contract amounts referenced in Section V below. Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in the attached Fee Schedules effective September 1, of each year and any subsequent fee schedules effective as of September 1 of the second year for which services are provided. TSLAC will provide copies of any subsequent fee schedules to the agency contact listed in Section 1 of this Contract on or before the updated fees go into effect.

IV. CONTRACT AMOUNT

The maximum amount of this Contract shall not exceed \$81,000.00. However, the total Contract Amount can only be increased by an executed amendment to this Contract. Of the total amount of this Contract, \$6,000.00 of this amount is designated for storage services and \$75,000.00 is designated for imaging services. The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interlocal Cooperation Act, Texas Government Code, Chapter 791, § 791.011.

The Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the Contract to the other party at the email address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

VIII. TERM OF CONTRACT

This Contract begins September 1, 2024 and terminates on August 31, 2025.

The undersigned parties bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY

Williamson County Clerk

By: *Valerie Covey*
Valerie Covey, Presiding Officer

Date: **09.24.2024**

PERFORMING AGENCY

Texas State Library and Archives Commission

By: *Donna Osborne*

Donna Osborne, Chief Operations and Fiscal Officer

Date: **Sep 20, 2024**

By: *Sarah Swanson*
Sarah Swanson, General Counsel

Date: **Sep 20, 2024**

By: *Craig Kelso*
Craig Kelso, Division Director – SLRM

Date: **Sep 19, 2024**

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov