

Interlocal Cooperation Contract for Storage & Imaging Services

SLRM Contract Number: 6-26-1246
WILCO Receiving Agency Contract Number:

This Interlocal Cooperation Contract **6-26-1246** is entered into by and between the Contracting Agencies shown below pursuant to the authority granted in and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

I. CONTRACTING AGENCIES

Receiving Agency

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 Number: 306
TINS Number: 33063063060013
Contact Person: Zach Bruton
Contact Phone: (512) 475-5151
Contact 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 V 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.

III. WARRANTIES

Receiving Agency warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in [Williamson County](#) and Texas Government Code, Chapter 791; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

The Performing Agency warrants that (1) it has authority to perform these services under authority granted in Texas Government Code, Chapter 441, and Texas Government Code, Chapter 791; 2) it

has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

All fees charged under this Contract are formulated on a cost recovery model and are reviewed and approved by the Texas State Library and Archives Commission. Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code, Chapter 441, and 13 Texas Administrative Code §6.121 and §6.122, and as listed in the attached Fee Schedules effective September 1, 2025.

V. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **\$57,000.00**. Of the total amount of this Contract, **\$7,000.00** of this amount is designated for storage services and **\$50,000.00** is designated for imaging services.

If the services provided under this Contract are anticipated to exceed the total contract amount as stated in this section, or if the scope of services changes during the contract term, the Performing and Receiving Agencies agree to amend this Contract in writing to reflect the updated total contract amount(s) and/or amended scope of services.

VI. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide supporting documentation for all services provided and the charges incurred during the invoicing period. Any additional reports requested by the Receiving Agency regarding services provided 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.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VII. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be made by Receiving Agency on a cost-reimbursable basis on receipt of a monthly invoice from Receiving Agency for actual expenditures.

Payments made under this Contract will (1) fairly compensate Performing Agency for the services performed under this Contract, and (2) be paid from current revenues available to the Receiving Agency.

The Receiving Agency will remit payment to the following address:

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

VIII. TERM OF CONTRACT

This Contract begins September 1, 2025, and terminates on August 31, 2026.

IX. TERMINATION

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon 30 days' advance written notice of termination setting forth the nature of the material failure; provided that the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.


A Contracting Agency may terminate this Contract without cause upon 30 days' advance written notice of intent to terminate the Contract to the other Contracting Agency. The notice of intent to terminate 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.

X. NOTICES

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing by email to the Contact Persons identified in Section I above or such other person or address as may be given in writing by either agency to the other in accordance with this Section.


The Contracting Agencies bind themselves to the faithful performance of this Contract, executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Agencies.

RECEIVING AGENCY
Williamson County Clerk

By: 
Steven Snell, County Judge

Date: 07/01/2025


PERFORMING AGENCY
Texas State Library and Archives Commission

By: 
Donna Osborne, Chief Operations and Fiscal Officer

Date: 07/23/2025

By: 
Sarah Swanson, General Counsel

Date: 07/21/2025

By: 
Craig Kelso, Division Director – SLRM

Date: 07/14/2025

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