

**STATE OF TEXAS
INTERAGENCY COOPERATION CONTRACT
FOR STORAGE AND IMAGING SERVICES**

SLRM Contract Number: 6-26-455

RRC Contract Number: 455-26-1002

This Interagency Cooperation Contract **6-26-455** is entered into by and between the state agencies shown below as Contracting Agencies, pursuant to authority granted in and in compliance with the provisions of the Interagency Cooperation Act, Texas Government Code, Chapter 771.

I. CONTRACTING AGENCIES

Receiving Agency

Name: Railroad Commission of Texas
Agency Code: 455
Contact Person: Matt Herzog
Contact Phone: (512) 463-6750
Contact Email: matthew.herzog@rrc.texas.gov

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 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) it has the authority to contract for the services under _____ and Texas Government Code, Chapter 771; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

IV. Performing Agency warrants that (1) it has authority to perform the services under authority granted in

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Texas Government Code, Chapter 441; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract. **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 **\$89,000.00**. Of the total amount of this Contract, \$87,000.00 of this amount is designated for storage services and \$2,000.00 is designated for imaging services.

If the services provided under this Contract are anticipated to exceed the total contract amount 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: invoices@rrc.texas.gov.

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 monthly invoice from Receiving Agency for actual expenditures.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), 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.

XI. CERTIFICATIONS

The Contracting Agencies bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies and the State of Texas; and (3) the services, supplies, or materials contracted for are not required by Section 21, Article 16 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

Railroad Commission of Texas

DocuSigned by:

By: Theresa Lopez, Director of Operations

Theresa Lopez, Director of Operations

Date: 7/24/2025

PERFORMING AGENCY

Texas State Library and Archives Commission

By: Donna Osborne

Donna Osborne

Chief Operations and Fiscal Officer

Date: 07/25/2025

By: Sarah Swanson

Sarah Swanson

General Counsel

Date: 07/24/2025

By: Craig Kelso

Craig Kelso

Division Director – SLRM

Date: _____











6-26-455_Partial


Final Audit Report

2025-07-25

Created:	2025-07-24 (Central Daylight Time)
By:	Shelli Martel (smartel@tsl.texas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS-um-yxq7JV1uKQlItC-b_B3SV_PrQrU
Documents:	6-26-455_Partial.pdf (5 pages)

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-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2025-07-24 - 8:21:51 AM CDT
-  Document created by Shelli Martel (smartel@tsl.texas.gov)
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-  Document emailed to Craig Kelso (ckelso@tsl.texas.gov) for signature
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-  Email viewed by Craig Kelso (ckelso@tsl.texas.gov)
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Signature Date: 2025-07-25 - 8:57:41 AM CDT - Time Source: server

 Agreement completed.

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