

**SERVICE AND STORAGE AGREEMENT BETWEEN  
HARRISON COUNTY AND ACE DATA STORAGE CENTERS  
FOR NON-PERMANENT INACTIVE COUNTY RECORDS**

**THIS AGREEMENT**, effective April 1, 2010, by and between **Harrison County, Mississippi, by and through its Board of Supervisors** (hereafter referred to as "County"), and **ACE DATA STORAGE INC.** (hereafter referred to as "Ace"),

**WITNESSETH:**

**WHEREAS**, County has a need for non-climate controlled record storage services for the non-permanent inactive county records of Harrison County, Mississippi; and

**WHEREAS**, County, after soliciting competitive proposals for such services, on March 1, 2010, County accepted the bid for non-climate controlled storage and awarded this contract to Ace; and

**WHEREAS**, Ace represents that it has experience in performing record storage services and that it is able to satisfactorily provide services in compliance with the recommendations and guidelines provided by the Mississippi Department of Archives and History and as set forth herein; and

**WHEREAS**, Ace agrees to store the non-permanent records of the County including all files, documents, microfilm, computer tapes, cartridges, video/audio tapes, or other material identified as non-permanent records or records subject to the County retention policy as required by law, subject to the terms and conditions set forth below; and

**WHEREAS**, Ace agrees that it has consulted with the Mississippi Department of Department of Archives and History and will comply with all guidelines, rules and recommendations made thereby in storing non-permanent records of the County subject to the retention policy of the County.

**NOW, THEREFORE**, for the mutual covenants hereafter set forth, the parties do hereby agree and contract to enter into this Service and Storage Agreement, as follows:

1. **RATE**

- a. County agrees to pay for storage of the non-permanent records of the County subject to the retention policy of the County and service at rates set forth in the rate addendum attached hereto as Exhibit "A".
- b. A full month's storage charge will apply for all records received between the 1<sup>st</sup> and 15<sup>th</sup> of the month and one-half month's storage charge will apply for all records received between the 16<sup>th</sup> and the end of the month.
- c. Storage charges are billed monthly in advance and service charges are billed monthly as they occur. All invoices are due and payable ten (10) days after date of invoice.

2. **TRANSFER OF PERMANENT RECORDS TO JOHN FAYARD MOVING & WAREHOUSING, LLC**

Ace has previously stored the permanent records of the County; however, said permanent records have been or will be transferred to **JOHN FAYARD MOVING & WAREHOUSING, LLC** under a separate contract for future storage. It is agreed that ACE shall be paid the cost of moving the County's permanent records from Ace to Fayard's climate-controlled storage facility in the amount of \$12,194.00.

3. **DECLARATION OF VALUE.**

County agrees to a maximum released valuation of \$1.00 per container of records storage and/or \$10.00 per computer tape/cartridge stored in the vault. Any value in excess of \$1.00 per container or \$10.00 per computer tape/cartridge must be covered by insurance purchased directly by County. Any value in excess of \$1.00 per container or \$10.00 per computer tape/cartridge is solely the responsibility of the County.

4. **CONFIDENTIALITY**

Ace and its employees shall hold confidential all information obtained by it with respect to County's records. Ace shall exercise that degree of care in safeguarding deposits entrusted to it by County which a reasonable and careful Ace would exercise with respect to similar records of its own, provided, however, that liability of Ace to the County shall be limited as set forth in Paragraph 9.

5. **TERM OF AGREEMENT/OPTION OF RENEWAL**

Services performed pursuant to this Agreement shall commence on March 1, 2010, and continue until December 31, 2011, unless cancelled or terminated as provided herein. This Agreement may be renewed by written agreement of the parties. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Board of Supervisors.

6. **AMENDMENT OF THE AGREEMENT**

This Agreement may be amended only by mutual written agreement of the parties.

7. **CANCELLATION**

Harrison County reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to Ace of the intention to cancel, or without cause if at any time Ace fails to fulfill or abide by any of the terms or conditions specified.

8. **DEPOSITS**

No deposits will be accepted unless accompanied by an approved transmittal form or a mutually agreed upon substitute. Deposits and/or information contained in deposits shall be released only to County unless otherwise directed in writing.

**9. LIMITATION OF LIABILITY**

County's records are not insured by Ace for the benefit of County or any person that may have an interest in such property. Ace assumes no liability for loss or injury to County's records and County's records are stored at County's risk of loss or damage unless such damage or loss is caused by Ace's failure to exercise the degree of care required by law. If Ace's failure to exercise the degree of care required by law causes loss or damage to County's records, or any consequential or incidental loss, Ace's liability for all loss and damage whatsoever shall be limited to \$1.00 per container, or \$10.00 per computer tape/cartridge stored in the vault. By written agreement Ace's liability for loss or damage to County's records may be increased, in which event the storage charge will be increased commensurate with the increased liability.

**10. ACE AGREES AND COVENANTS:**

a. *The physical location of the off-site storage facility in relation to the Harrison County unit's seat of operations.* Ace's storage facility shall be located in relatively close proximity to the Harrison County's seat of operations in order to provide efficient reference services to staff members and the public.

b. *The physical structure of the off-site storage facility.* Ace's storage facility shall maintain a secure, clean records storage environment. The structure should provide solid protection from the weather.

c. *Floor strength.* Ace's storage facility floor shall be capable of bearing the full weight of the records.

d. *The physical security and interior environment of the off-site storage facility.* Ace's storage facility shall provide a secure and appropriate environment for records storage.

e. *Document security and access.* Ace's facility shall provide appropriate levels of security from theft and premature destruction. Access to the storage area shall be limited to authorized persons only. The doors to the storage areas shall be equipped with devices which allow only the entry of appropriate personnel.

f. *Fire protection.* Proper fire and smoke detection devices shall be located throughout the storage facility and a continuing fire awareness and safety program shall be a part of Ace's standard operating procedures. A sprinkler or other fire suppression system is preferred but not required.

g. *Flood protection.* Ace's facility should not be located in a flood plain.

h. *Records accessibility.* The Public Records Act of 1983 (§25-61-2, Mississippi Code of 1972, Annotated, as amended), states in part, "It is the policy of this state that public records shall be available for inspection by any person unless otherwise provided by this chapter; therefore, custodians of public records must ensure reasonable access to public records." Ace shall make provisions to provide efficient and timely reference services to Harrison County officials and employees, as well as members of the public.

i. *Compliance with MDAH.* Ace agrees that it has consulted with the Mississippi Department of Department of Archives and History and will comply with all guidelines, rules and recommendations made thereby in storing the non-permanent records of the County.

**11. ACCEPTANCE**

In the absence of an executed agreement, the act of tendering deposits for storage and/or other services performed by Ace constitutes acceptance by the County to the terms and conditions of this Agreement.

**12. ACCESS TO STORED MATERIALS**

Stored material and information contained in said stored material shall be delivered only to County's authorized representative. County represents that the authorized representative has full authority to order any service for or removal of the stored materials, and to deliver and receive such. Such order may be given in person, by telephone, or in writing. When stored materials are ordered out, a reasonable time shall be given to Ace to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond Ace's control or because of loss or destruction of goods for which Ace is not liable, or because of any other excuse provided by law, Ace shall not be liable for failure to carry out such instructions or services. Ace reserves the right to deny access to or delivery of the stored materials until such time as County has cured any default under this Agreement. Authorized representatives of County shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of Ace which pertain to the performance of the provisions of the Agreement.

Harrison County, Mississippi, by and through its Board of Supervisors Supervisors

By: Connie Rockco  
Connie Rockco, President

Date: 3-1-10

Ace Data Storage Centers

By: David Fayard President  
David Fayard, President

Date: 3/1/10

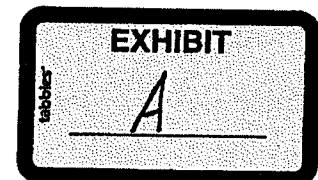


# ACE DATA STORAGE CENTER

3305 33rd Street, Suite A • Gulfport, MS 39501  
228-864-6223 • Fax 228-864-6445

Harrison County Administrator  
Privilege Tax License Number 188  
January 8, 2010  
Rate Addendum

|  |                     |
|--|---------------------|
| <u>Storage</u>   |                     |
| Non Climate Controlled Storage per cubic foot            | \$ .14              |
| Climate Controlled Storage per cubic foot                | \$ .35              |
| Vault Storage per cubic foot                             | \$ .70              |
| <u>Access Services</u>                                   |                     |
| Retrieval  | \$ 1.25 file/carton |
| Refile   | \$ .75 file/carton  |
| Interfiling  | \$ 2.00             |
| Negative Search  | \$ .50              |
| Pickup/Delivery (1 to 10 cartons)                        | \$ 8.00             |
| Over ten cartons   | \$ .50 per carton   |
| One Hour Rush Delivery<br>(Plus normal delivery charges) | \$20.00             |
| After Hours Access<br>(Plus normal delivery charges)     | \$75.00*            |
| Fax Service  | \$ .50 per page     |
| Copy Service   | \$ .40 per page     |





## ACE DATA STORAGE CENTER

3305 33rd Street, Suite A • Gulfport, MS 39501  
228-864-6223 • Fax 228-864-6445

|  |                    |
|--|--------------------|
| Carton Indexing<br>(New additions)                                       | \$ 1.00 per carton |
| File Indexing  | \$ .20 per file    |
| Labor Rate<br>(Per man per hour)   | \$25.00            |
| <u>Removal Services</u>  |                    |
| Destruction per cubic foot<br>(Plus retrieval if cartons are in storage) | \$ 3.00            |
| Console for Destruction Materials<br>(Minimum one pickup per month)      | \$20.00 per pickup |
| 95 Gallon Tote   | \$35.00 per tote   |
| <u>Other Services</u>  |                    |
| Carton Purchase (1.2 cf)   | \$ 2.50 per carton |
| Client Conference Room   | Complimentary      |

\*This charge applies to all requests made after 5:00 pm or before 8:00 am Monday through Friday, and any weekend or holiday deliveries.