

Invoice

EMBASSY RECORD MANAGEMENT & STORAGE

PO Box 5449
Bryan, TX 77805
(979) 776-3500
accountsreceivable@embassyrms.com

Waller County Courthouse
Attn: Danny Rothe
400 Sheriff R Glenn Smith Dr
Hempstead, Tx 77445

Date: 12/31/2023
Invoice #: 0035059
Customer #: WCC001

Total Amount Due: 8,661.00
Total Enclosed

NOTE: Thank you for your valued business!!

SERVICE DESCRIPTION	RATE	QUANTITY	TAX	FEE
MISCELLANEOUS				
Plant based shred by pound.	\$ 0.2200	22,600.00	N	\$ 4,972.0000
SERVICES				
Ledger Disassembly Labor	\$ 589.0000	1.00	N	\$ 589.0000
General Labor Box Removal 2 Trucks	\$ 1,550.0000	2.00	N	\$ 3,100.0000
SUB-TOTAL				\$ 8,661.00
TAX				\$ 0.00
INVOICE TOTAL				\$ 8,661.00

APPROVED
DANNY ROTHE
WC/DF/CM
2/22/2024

D. R. Rothe

604-604-
581 837

25

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT FOR WALLER COUNTY COURTHOUSE SHREDDING SERVICES

This Agreement for Waller County Courthouse Shredding Services ("Agreement") is entered into by and between Waller County, Texas ("County"), a political subdivision, and Embassy Records Management and Storage LLC (Contractor"), a Texas company.

WHEREAS, the County requires a contractor to provide shredding services at the Waller County Courthouse located at 836 Austin Street, Hempstead, TX 77445;

WHEREAS, the Contractor responded to the County's request for proposals and attested that it has qualified staff and adequate vehicles which are capable of handling all shredding services requested in the County's scope of work, including all labor, tools, equipment, transportation, permits, fees, taxes, incidentals, and materials necessary to perform the shredding services; and

WHEREAS, pursuant to its remitted Cost Proposal, the Contractor shall charge the County no more than \$7,000.00 for all shredding services set forth in the County's scope of work.

NOW, THEREFORE, the parties agree as follows:

1. **Contract Documents and Order of Precedence.** The parties to this Agreement are also bound by the following Contract Documents: Request for Proposals-Courthouse Shredding Services (RFP) and Contractor's response to RFP ("RFP Response"). To the extent the terms of these documents conflict, the order of precedence shall be: (1) this Agreement, (2) Exhibit to this Agreement, (3) the RFP, then (4) the RFP Response.

2. **Scope.** The scope of Contractor's services under this Agreement is attached in Exhibit A.

3. **Term and Termination.** The term of this Agreement shall commence on full contract execution. Moving services will take place on Friday, December 15, 2023. The County may terminate this Agreement with thirty (30) days' written notice.

4. **Payment of Invoices.** The County has thirty (30) days from receipt of Contractor's invoice to make payment. Payments will be made from current revenues. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

5. **Tax Exempt.** The County is a tax-exempt organization. If Contractor makes purchase(s) under this Agreement that will be billed to the County, the County will not reimburse Contractor for taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

6. **Other Expenses.** Except as otherwise expressly set forth in this Agreement and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement and the Contract Documents.

7. **Jurisdiction and Venue.** This Agreement is performable in Waller County, Texas. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Venue and jurisdiction for any litigation, mediation, or legal conflicts arising under this Agreement shall lie exclusively in Waller County, Texas for state or local claims and federal courts in the Southern District of Texas for federal claims.

8. **No Arbitration.** The County does not agree to arbitration.

9. **Defenses, Immunities, and Remedies.** The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

10. **Waiver and Compliance.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision.

11. **Waiver of Subrogation.** Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Agreement.

12. **Additional Insured.** Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.

13. **Assignment.** This Agreement cannot be assigned by Contractor without the prior written consent of the County.

14. **No Third-Party Beneficiaries.** This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

15. **Independent Contractor.** It is understood and agreed between the parties that Contractor is an independent contractor for the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Contractor's performance of this Agreement. Contractor agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, from any and all claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to Contractor's performance of this Agreement.

16. **Amendments.** All amendments and additions to this Agreement or its Exhibits and Contract Documents must be approved by Contractor and the Waller County Commissioners' Court.

17. **Authority to Sign.** Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

18. **Invalid Provisions.** In the event any section, subsection, paragraph, subparagraph, or sentence of this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable.

19. **Entire Agreement.** Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.

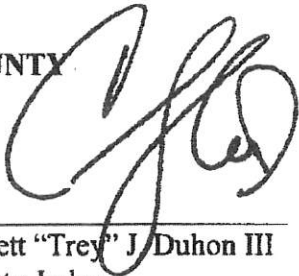
20. **Confidentiality.** The County is bound by the Public Information Act and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information.

21. **Notices.** Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

COUNTY



Carbett "Trey" J. Duhon III
County Judge

Date: DEC 06 2023

To Contractor:

Attn: Embassy Records Management and
Storage LLC
6936 Old Jones Road
College Station, Texas 77845

CONTRACTOR



Jared Snow
General Manager

Date: 12/11/23

EXHIBIT A

Courthouse Shredding Services Scope of Services

From: Jared Snow <jared@embassyrms.com>
Sent: Monday, November 13, 2023 4:42 PM
To: Danny Rothe <d.rothe@wallercounty.us>
Subject: Shredding Project for Waller County

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good afternoon Danny,

My name is Jared Snow and I am the General manager of Embassy Records Management and Storage. We provide all document management solutions including secure document storage, document imaging, document shredding, computer tape archival and alternative storage solutions.

Company Profile:

We are Embassy Records Management and Storage LLC. Incorporated in the state of Texas. ERMS has been in business since 2014. It is owned by Cindy, Amanda and Charles Mancuso. We are a registered HUB business. We are a majority owned female business. We have 2 locations. Our main location is in College Station, TX and our other location is in Waco, TX. Our service footprint is a large triangle ranging from SW Austin to SE Houston to Burleson TX and everywhere in between. We have 15 employees. I (Jared Snow) have 23 years of industry experience and I manage or oversee both locations. I have worked for 4 different document management firms over the course of my adult life starting after my graduation from TAMU.

Project Statement:

It will be our task to remove and confidentially destroy approximately 5000-7000 lbs. of old outdated paper material on the top floor of the Waller County admin building. Due to lack of elevator access to this floor it will require a manual bring down of documents to be shredded from said floor via flights of stairs. This will require four employees and two box trucks. Many of the documents are very old in age and will require the hard bound materials to be removed prior to shredding. Nothing is uniform.

Quality Assurance:

ERMS is an AAA NAID certified shredding service. All employees are vetted prior to hire. Each employee has a federal, state, and county check done for the last 7 years. This is to be renewed upon each employee third anniversary with the company and is repeated every three years of their employment. Each employee is drug screened upon hire and are required every two years after employment and are subject to random drug screens. Each employee signs a

confidentiality agreement upon hire and is required to sign for acknowledgement of our operational and procedural manual every other year.

References:

Texas A&M University

The Physicians Center

City of College Station

City of Waco

WACO ISD

Blinn College

McClenan Community College

West Webb Law Firm

Bryan ISD

TEEX

Texas Transportation Institute

Citizen's State Bank

First Financial Bank

Brenham National Bank

L3 avionics

American Momentum Bank

The Strong Law Firm

Hoelscher Lipsey Elmore and Pool

Seidel Shroeder

Thompson Derrig and Craig

Waco Family Medicine

Health Point Medical Clinics

City of Navasota

Navasota ISD

Cost Proposal:

Estimated 20 hours of labor between 4 employees. \$1550

Estimated 7000 lbs. of paper shredded. \$1500

Estimated 5 hours of hardbound material removal. \$290

Total estimated for entire project = \$3340

Our first available for this project would be Friday 12/15.

Our next available will be after the new year.

If you would like to get on schedule please let us know.

Thank you sir.

Jared Snow

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C 512-466-2260