

HONORABLE MARY LOUISE NICHOLSON
TARRANT COUNTY CLERK

PRESERVATION OF
PROBATE CASE FILES
1940-1950

NOVEMBER 7, 2022

Kofile



TABLE OF CONTENTS

I. EXECUTIVE SUMMARY	1
II. RECORDS ASSESSMENT	4
Retention Schedule	4
Condition Statement	4
III. PROJECT EXECUTION	19
Location of Work	19
Vaults	20
System Security	21
Information Requests	21
Ownership of Data	22
Service Delivery	23
Work Plan/Schedule	23
IV. PRESERVATION METHODOLOGY	24
Documentation of Treatment	24
Conservation Treatments	24
Deacidification	28
Encapsulation	30
Archival Recorder Binders	31
Final Quality Check	33
V. PROJECT INVENTORY & PRICING	34
Project Overview	34
TXMAS Billing Line Items	35
VI. PROJECT PERSONNEL	36
APPENDIX A. SUPPLEMENTAL INFORMATION	38
<i>'Too Lightly Esteemed in the Past'</i>	38
<i>Marketing Leaflet: Encapsulation without Deacidification</i>	40
APPENDIX B. CC RETENTION SCHEDULE: PROBATE RECORDS	42

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I. EXECUTIVE SUMMARY

This proposal addresses Probate Case File Nos. 14331-21228 dating 1/1/1940—12/31/1950 for the Tarrant County Clerk's Office. Kofile Technologies, Inc. (Kofile) will provide the required services. All page counts herein are Good Faith Estimates, and revised based on review of the records at the Kofile Lab.

Proposed services include:

- **PRESERVATION**—Preservation services include conservation treatments, deacidification, encapsulation, and binding. With this service, Tarrant County has access to Kofile's proprietary archival products developed for local archives—the *Lay-Flat Archival Polyester Pocket*™, and the *Disaster Safe County Binder*™ (DSB). Kofile holds the patent on both of these proprietary archival storage products.

Kofile is uniquely qualified to address the long-term management, preservation, digital access, and storage of any permanent retention records and active records.

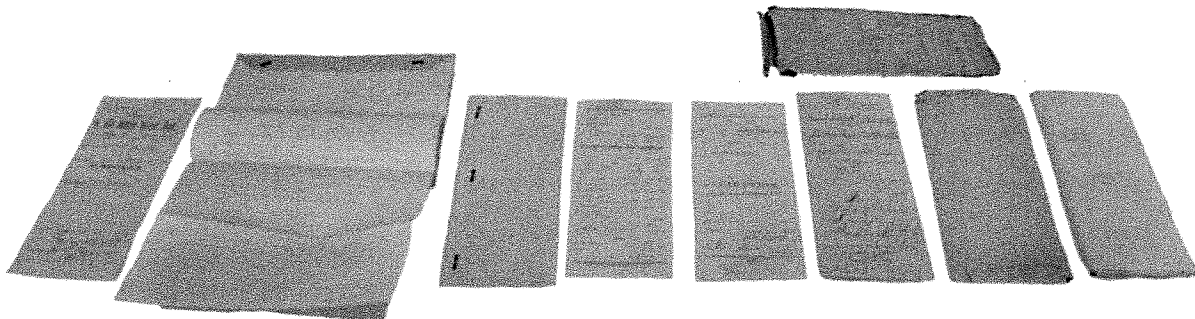
All services are completed by Kofile are either performed or managed from its *Conservation & Digitization Lab* in Dallas, TX. The facility uses a Texas workforce. Kofile does not outsource any portion of this project to any offshore workers (e.g., not based in the United States). There shall be no offshore remote access to any of Tarrant County's images and data.

The County is assured of the following key differentiators with Kofile's services:

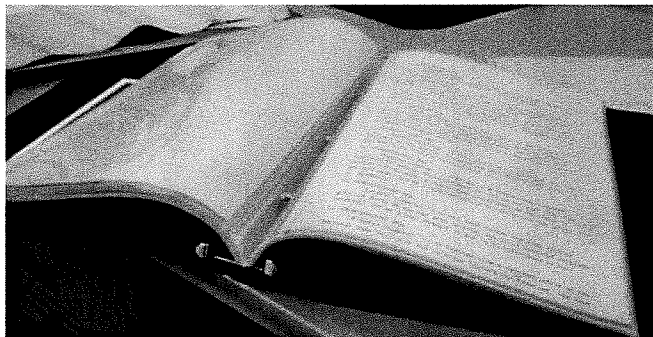


PROVEN WORK HISTORY

Kofile has completed previous projects of similar nature for county recording offices across Texas and the nation. Kofile is a proven vendor for the Tarrant County Clerk's Office, having previously performed similar services for several projects.



The Harris County District Clerk, Houston, TX, is the repository for Case File No. 37096, captures a glimpse of the early history of an iconic American financial empire. It documents the case of Howard R. Hughes [Sr.] vs. Peden Iron & Steele Co. from late 1905 to 1906. This Case File (above) was preserved for posterity and returned to the County.



- Annually, preserves over six million pages for Local Governments in the U.S.
- Annually, Kofile digitally captures over 25 million pages for Local Governments in the U.S.
- Annually provides archival backfile indexing for 2.8 million documents. Daily indexing captures 200,000 documents per month. In 2020, Kofile provided indexing verification for more than 1,000,000 documents.



WARRANTIES & GUARANTEES

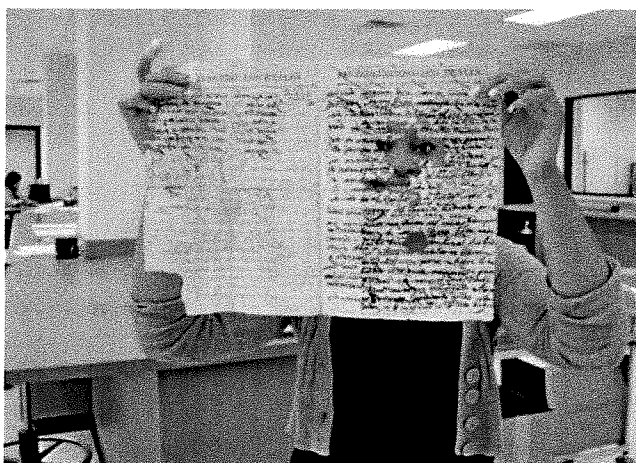
There is a Lifetime Guarantee on all services and workmanship. Kofile will redo any and all completed services that do not meet the SOW at no additional cost to the County.



SUBJECT MATTER EXPERTISE

Second- and third-generation conservators and public records experts lead projects, including pioneers in preservation, imaging, re-creation, and data entry.

- Senior Conservator with 40+ years of experience.



The expertise demanded to address a 1861 court document is different than the knowledge to scan a print-out from an inkjet printer. No one wants to hear, "I'm sorry, but those pages were stolen, lost, destroyed, or inaccessible."



QUALITY ASSURANCE (QA)

- Kofile's services are conducted by trained and experience technicians with proven procedures.
- Kofile holds the industry's highest levels of insurance coverage, including Cyber Liability insurance.



COST TRANSPARENCY

Actual cost is not hidden by complicated and multi-layered price points (such as the addition of labor and prep charges atop of capture costs). Other vendors hide true project total costs by separating each component into à la carte services.



OWNERSHIP OF DATA

Kofile does not hijack ownership of images and data undergoing service unlike other vendors. Tarrant County retains ownership of all images and data.



TRANSPORTATION IN KOFIL-OWNED AND OPERATED VEHICLE

Kofile personnel pick up and transport records. Kofile operates its own climate-controlled vehicles. Kofile will provide all supplies, materials, equipment, transportation, and related items.



PERMANENT FACILITY

Kofile's corporate facility (the location of work) maintains a superior security:

- Fire-resistant brick and concrete building (F5 Tornado Resistant). Structural steel support members, fire-rated walls, ceiling, and flooring.
- Three archival storage vaults (Media Vault and two (2) Book/Paper Vaults—Works in Progress & Long-term Storage)
- Security fence surrounds the property with restricted control access at each gate/door.
- State of the art security systems protect the entire facility and each vault.



ULTRASONIC HUMIDIFICATION CHAMBER

Humidification is essential for fragile documents in which manual unfolding would harm the document's structural integrity.

Kofile has revolutionized the preservation industry with patented, effective, and efficient archival products designed specifically for county government. Kofile's unique archival products and their exclusive U.S. Patent statuses are the results of years of research, testing, development, and expertise. Each exclusive product is the result of our Made-in-America ingenuity—made possible by the sacrifices and vision of the immigrants and pioneers represented in this collection. All products are constructed by a Kofile company in Missouri.



DISASTER SAFE COUNTY BINDER™ (DSB)—US Patent No. 10,160,255, issued 12/25/18, Class 6 Metal Goods.

The DSB is equipped with a polyester foam insert that ensures physical support to the book block. Encapsulation allows sheets to hang from the posts. It offers progressive protection from fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, and impact.

The DSB *exceeds* NFPA Fire Codes 1 & 1, and Classification codes FMVSS 302, UL94 FLAME, and UL 746A IGNITION. In its 2nd generation model, upgrades include simplified access to the posts, and refined mechanisms and construction. NFPA® 232 Standard for the Protection of Records, ~6.12.2, states "All records shall be stored in fully enclosed noncombustible containers" (2017 Edition).



LAY-FLAT ARCHIVAL POLYESTER POCKET™ —US Patent No. 7,943,220 B1, issued May 2011.

Kofile utilizes SKC Films, Skyroll SH72S® for all of its encapsulation projects. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strong plastic film. It is crystal clear, smooth, and odorless. Also, it will not distort or melt in case of fire. Reemay® Spunbond Polyester at the pocket edge offsets the document's thickness and seals out atmospheric pollutants.

Kofile appreciates this opportunity serve the Tarrant County Clerk in this engagement. With Kofile, Tarrant County saves money, eliminate exposure of assets at multiple locations. With headquarters located in Dallas, TX, Kofile can work side-by-side with the Tarrant County Clerk's Office.

Miriam Gray, Account Executive, will handle all communication with Tarrant County, and ensure the project is completed on schedule and to standard.

II. RECORDS ASSESSMENT



RETENTION SCHEDULE

Due to the nature of these records as Probate Case Files, they maintain a PERMANENT retention period according to *Local Schedule CC*, Texas State Library & Archives Commission (TSLAC), March 2019.

See Appendix B for the Retention Schedule regarding Probate Records.

CONDITION STATEMENT

These items are in fair condition. These Probate Case Files date 1940-1953. The records are primarily typescript (typed) data, but there are instances of manuscript (handwritten) notes, signatures, and documents. The shuck envelopes are handwritten. There were instances of negative Photostat sheets. Sheet measurements average Legal or Letter size. There are minor instances of tape repairs. There are staples throughout each case file.

Please see herein for photographic documentation of a representative sampling of this collection.

Many factors threaten the permanence of these assets. Deterioration is often the result of natural aging, a history of use, lack of environmental controls, and UV light exposure. Other areas of concern for archival government records are documented following:

Tri-Folded Storage—These files suffer from years of tri-folded storage. Even with careful handling, exposed fragments become fragile and worn.

With careful testing and observation, archivists have concluded that many formerly acceptable practices cause more damage than realized. Anyone stepping into a courthouse can see the effects of antiquated filing and storage methods.



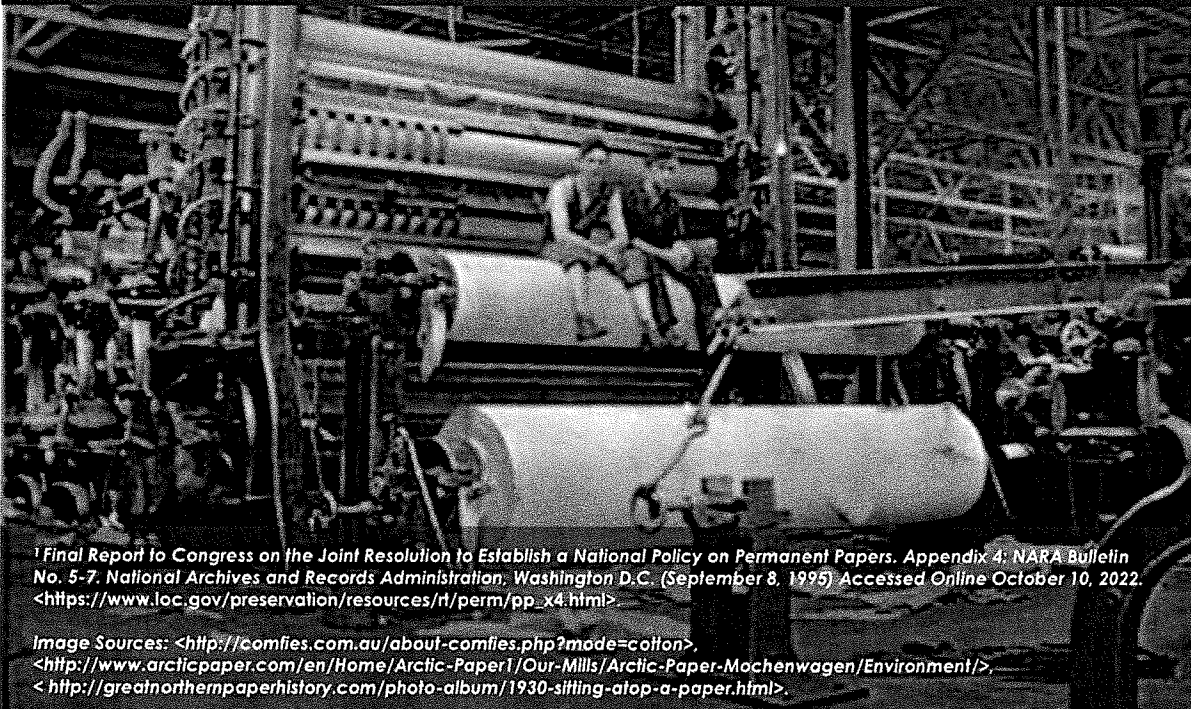
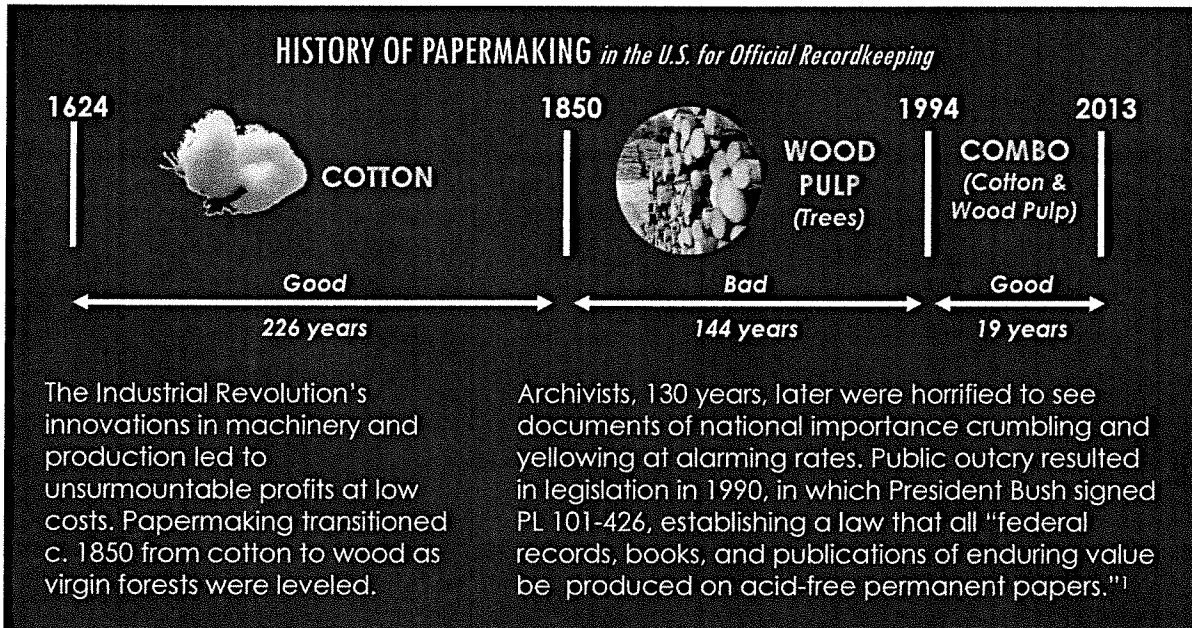
Pigeon files or shuck cabinets (colloquial names) require records to be tri-folded. This storage method was judged destructive over 75 years ago. Drawers or "cans" pull out for access to the instruments. This sliding function shreds documents, while the tri-folded state weakens paper strength.

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CONFIDENTIAL FILE PHOTOS REMOVED

Acidic Ink—Acidic inks “eat” or “burn” through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks also fade with exposure to UV light. Historically, clerks used iron gall inks—these contain sulfuric acid which fades with time. With proper treatments, chemical breakdowns (e.g., acid hydrolysis) are remedied.

Acidic Paper—In the past, papermaking processes utilized bleach to whiten. In time, this paper becomes increasingly acidic—evident by brittle and discolored paper (yellowing or browning). Paper also brittles when relative humidity (RH) drops too low or fluctuates and/or exposure to UV light.



Mechanical Damage (Use & Abuse)—A history of use greatly effects collections. Sheets bare signs of grime and the natural oils of human hands. Exposed sheets are susceptible to damage and loss.

Unsanitary conditions also affect paper. Allow no trash, food, drinks, plants, tobacco products, wooden furniture, or ink pens near the archives. Carefully monitor the surrounding environment for insect or rodent presence. Dirt and other pollutants can serve as ignition sources and weaken exposed paper.

Even with careful use, exposed fragments become abused. Many sheets suffer from mechanical damage and are dirty, brittle, and torn.

CONFIDENTIAL FILE
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**FOLD
ENDURANCE**

Fold endurance is a method of measuring a paper's ability to fold without breaking fibers. Paper is folded over with enough force to crease fibers creating a fold memory, then folded in the opposite direction. This process is continued until the paper fibers fatigue and part. Folding endurance is measured by the number of successful folds without failure.

This strength factor influences selection of Mylar gauges, and use of automatic document feeder (ADF) or non-contact technical scanners.

Non-Archival Materials—The off gasses of deteriorating materials contribute to paper's chemical breakdown. Major culprits include the surrounding physical environment and non-archival fasteners (e.g., binder clips, paper clips, rubber bands, and staples). Off gasses eventually destroy the page's structural integrity. Another symptom of metal oxidation is *foxing* (foxlike, reddish and brown stains or blotches on the paper).



Attachment and Inserts—Many files may contain irreplaceable inserts and attachments. The information documented on these inserts is at great risk of loss and damage. Kofile preserves the attachments and encapsulates them in sequence for return with the case file. Domain specific knowledge is a necessity. Kofile maintains data integrity, structure, order, and identification of all images and metadata.

CONFIDENTIAL FILE
PHOTOS REMOVED

Tape & Non-Archival Adhesives—The Library of Congress warns "pressure sensitive tapes, such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes" are all culprits. These tapes are unstable. All tapes and adhesives of these types will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item, and difficult to remove." ²

Adhesive stains may lead to imaging issues—approving low-bid imaging may result in illegible images. To enhance quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure-sensitive adhesives.

CONFIDENTIAL
FILE PHOTOS
REMOVED

Fading Photostats—Negative Photostats record irreplaceable information. However, time and public use deteriorate the emulsion (*sulfiding*). Deterioration directly results from the use of exhausted 'fixing baths' or dirty bath water during the original silver print processing. The deterioration is also evidenced by the fading or yellowing of the sheet. Without treatment, text becomes illegible. Eventually the recorded data will disappear.

CONFIDENTIAL FILE PHOTOS REMOVED

Water Damage—Humidity and water are the most destructive threats. After exposure, pages adhere to one another when compressed. Separation without loss of text and water soluble inks (such as ink signatures) is vital. Water damaged records are extremely fragile. Water damage can also lead to mold and binding failure. The necessary conservation treatments are time consuming and require a highly skilled conservator.

*Water can result in unmitigated damage. First, **red** inks smear, then **blue** inks, and lastly, **black** inks. Thus, often original signatures are often the first lost in an archives.*

High moisture also compromises a binder's integrity and leads to rust (the result of oxidizing metal off-gassing). Rust, corrosion, and off-gasses spur chemical breakdowns and irrevocably damage bindings, papers, and recorded information.

Temperature & Humidity Monitoring—

Even slight changes in temperature can double paper's natural aging rate. In reality, temperature and Relative Humidity (RH) are not consistent in a courthouse (especially on weekends). Regulate to $68^{\circ}\text{F} \pm 5^{\circ}\text{F}$ —even in the winter. Temperature fluctuation promotes mold. If uncomfortable, forewarn staff and patrons to wear adequate clothing.

Temperatures above 75°F and RH higher than 60% encourage mold and other bacteria growth within 48-72 hours.

Relative Humidity (RH) is the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%. Archival product companies market small, inexpensive devices (Data Loggers) to assist in monitoring a public records archive.

Click to Solve for:

☒ Temperature

☐ % RH

☐ Dew Point

60

40

36

Temperature Scale: ☐ °F ☒ °C

Preservation Evaluation

Type of Decay	Environment Rating	Preservation Metric	
Natural Aging	GOOD	PI	96
Mechanical Damage	OK	% EMC	7.8
Mold Risk	GOOD	Days to Mold	No Risk
Metal Corrosion	OK	% EMC	7.8

Record and Compare Values

T	RH	DP	PI	Days to Mold	EMC
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Save

Clear

Export

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified). Images are the property of IPI.

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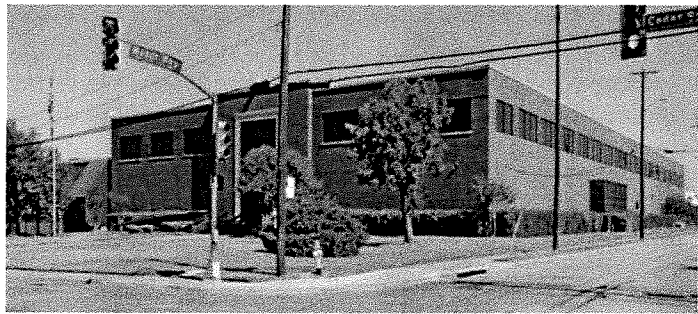
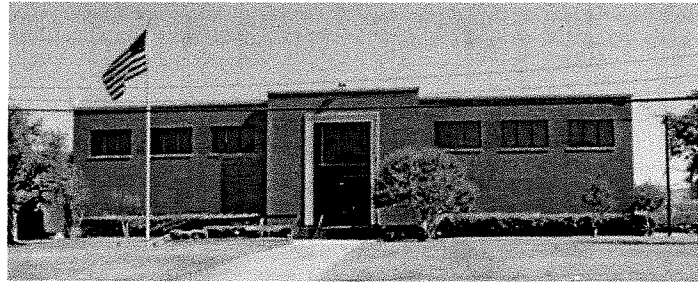


III. PROJECT EXECUTION

LOCATION OF WORK

Kofile is recognized as the market leader for records management and preservation services. Kofile facilities are strategically located throughout the U.S. If an opportunity to expedite this project becomes available, Kofile will present the option and obtain the County's agreement in writing before proceeding.

The location of work for this project is Kofile's corporate headquarters at 6300 Cedar Springs Road in Dallas, TX, see pictured. Kofile possesses a history of responsibility, and it has invested in facilities with superior security to mitigate loss and destruction before they occur.



Tarrant County is welcome to inspect any Kofile facility.

The Dallas facility is a fire-resistant brick and concrete building with structural steel support members and fire-rated walls, ceiling, and flooring. It is situated above flood plains, and the location is unlikely to suffer hurricane, tornado, or other cataclysmic natural disaster. The Kofile facility is F5 Tornado Resistant according to an architectural assessment performed by Tanner Consulting, January 2010.

Due to the sensitive nature of the information recorded in local public records, Kofile provides multiple security measures. Kofile also follows rigorous end-of-day closing and lock-down inspection protocol. A Motion Detector Security System protects the entire building, with installation of more than 50 internal and external security cameras. The entire building is equipped with a fire suppression system.

The building is a "locked down" facility. No one is allowed in unless employed or are escorted by management. All access points are monitored, and a security fence limits facility access. The primary gate is open during business hours, but the premises are locked and gates only accessible after hours with a security card.

Visitors are buzzed in after confirmation of identity via a video and voice system. Staff are positioned at department access points for an extra level of security.

Regulated Facility Environment

Kofile has 24-hour temperature and Relative Humidity (RH) controls. All work areas for original documents meet archival climate control standards. Kofile has four independent HVAC systems with programmable thermostats. Each vault has a separate and independent HVAC system. The HVAC for the work and storage areas are constantly set at 70°F. The level of relative humidity (RH) is maintained.

The laboratories are windowless and centrally located to eliminate exposure to ultraviolet (UV) light. Kofile does not have any issues with pest control. The building is regularly maintained. Food and drinks are not permitted in the conservation areas by anyone, for any reason. Garbage is removed daily. Records being treated for mold or pests are quarantined in standard polyethylene bags, separate from other records, until remedial treatment is complete.

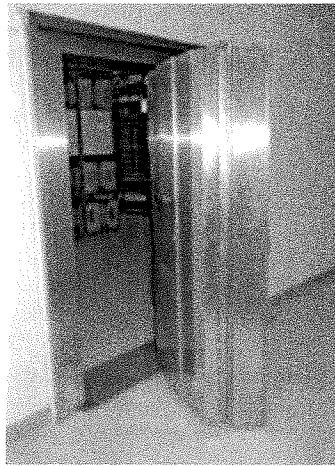
VAULTS

The Dallas facility has three vaults. Each vault is secured with Level 5 vault doors with a 4-Hour UL Rating of at least 350°F. Each vault has its own independent HVAC system, monitors for humidity and temperature, and controls for airborne particulates (monitored by analog methods). Kofile actively monitors for micro-organic growth.

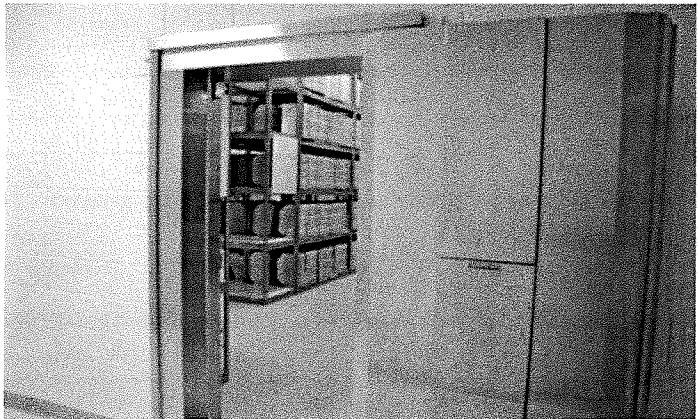
Daily protocol requires that records removed from the vault for work are in the custody of a technician at all times. When not undergoing treatment, they immediately return to the vault area.

Media Vault

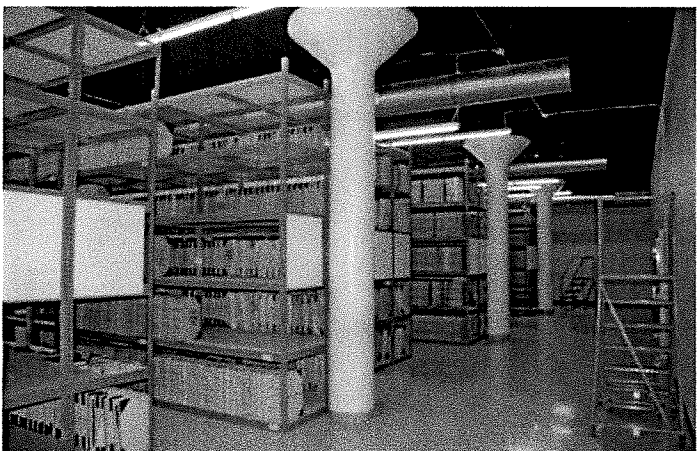
Kofile provides storage services for microfilm, microfiche, and other types of data in its Media Vault. Kofile randomly performs spot tests to safeguard against certain contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox on microfilm. Acetate Base Film is separated from Polyester Base Film and is stored in separate storage boxes to help eliminate film contamination, as Eastman Park Micrographics, Inc. (EPM) recommends.



The Level 5 door of the Long-Term Storage Vault (same model used for each vault).



'Works in Progress' Vault.



Kofile's largest vault for long-term storage.

Kofile can retrieve any part of the microfilm/data and transmit the requested microfilm/data to a customer electronically or through other means. The client owns all of the stored microfilm/data, and Kofile will not sell or distribute the microfilm/data in any way.

This vault is regulated by an independent HVAC system that monitors humidity, temperature, and controls airborne particulate (monitored by analog methods).

SYSTEM SECURITY

Due to the data's confidentiality and security, Kofile implements multiple security measures. The Kofile facilities are designed to ensure the safety of its clients' data.

Kofile has taken substantial safeguards to protect clients from release of information through "social engineering" exploits. Kofile has sensitivity policies that are enforced and circulated to classify the sensitivity of data within its possession, however short its stay.



The Digitization Lab.

Operator terminals are configured to ensure data cannot leave any facility. Any technician assigned to the project is issued a username and password to access images. Kofile works in a secured, directory-based environment. Rights are assigned to individual images as "read only." Only approved staff have the passwords to change image permissions. No one can delete or modify images without authorization. All activity of this nature is logged.

Chain of Custody Control

An integral part of project management relates to the cataloguing of tracking incoming items (physical or digital). Kofile uses NetSuite as its enterprise resource planning system (ERP) to produce unique IDs via barcodes for each physical control unit. Each workstation has a tablet device that technicians use to check in and out work as it moves through production. This ERP provides the tools necessary to establish positive control of the project and continuously manage inventory (e.g., book, document, image, microfilm). Kofile can track the individual status of each item traveling through its system. ERP is also used for audit tracking purposes for each employee.

INFORMATION REQUESTS

Records held at Kofile are viewed as private and confidential and treated as such. Tarrant County Clerk is guaranteed access to records via email or toll-free fax at Kofile's expense. Upon receipt of a records request, Kofile flags the requested record and verifies inventory control, pulls supporting paperwork, and emails/faxes a response to the approved requester or alternate. The turnaround time will meet or exceed Tarrant County's requirements.

Requests for plats or oversized documents are handled accordingly. If Tarrant County has a plat printer, then Kofile can email a working copy image for immediate printing. If not, and a reasonable number of hard copies are required, Kofile will print and ship directly to Tarrant County.

Kofile has never charged for fulfillment of ad-hoc requests for copies of records in its possession by the County. This is a standard level of service for any project.

OWNERSHIP OF DATA

All County records (including volumes, document, digital images, metadata, and microfilm) serviced by Kofile shall remain the property of Tarrant County. This policy is applicable to any agreement, verbal or written, between Tarrant County and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Tarrant County.
- The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

SERVICE DELIVERY

Kofile takes pride in being a prompt and efficient company. Kofile provides an 'off the shelf and on the shelf' service. The Kofile team is experienced working with public records. Records are picked up directly by dedicated Kofile personnel.

Kofile's personnel pack and/or palletize items for transportation, as well as inventory and receipt records at the time of pickup and delivery.

Kofile differs from other vendors because it has invested in its own transport vehicles and do not have to rely on third-party transportation services. This capability enables Kofile to expedite projects that would otherwise lag due to dependence on third party freight limitations and costs. Kofile transport personnel maintain a Class B CDL with an air brake endorsement.

Tarrant County records can be transported in a secure Kofile vehicle. The cargo is transferred in a climate-controlled environment that is regulated to prescribed archival standards. The Kofile vehicle boasts a 4000 lb. lift gate, air suspension, and air brakes. This truck is also equipped with several extra security features, including back-up cameras and an anti-lock braking system.



Documents are unloaded directly into the Kofile building through a dock. They are never left in a vulnerable location or accessible to unauthorized persons. A coordinated staff effort at all levels maintains security and chain of custody for the documents.

The project inventory can be addressed batches in which pickup and delivery are staggered.

- Kofile's largest vehicle can pick up a batch of 400 12" boxes or 500-700 volumes per trip. The quantity of records addressed are dependent of the storage space available in the transport vehicle.
- If the size of the collection is substantial, Kofile personnel can operate a rented 53' tractor trailer to transport up to 1,250 boxes in one trip.

WORKPLAN/SCHEDULE

In the case of preservation projects, the work determines the schedule, response times, and completion date. Each job is individual and unique. Kofile can address the project materials at a high volume of materials. The condition of the record determines how quickly it moves through the imaging process. Usually, older records suffer from extreme deterioration and require more attention. As the collection is processed in controlled batches, and the age of the records decreases, production rate increases.

Kofile begins every project with an assessment of the records (either on-site or at Kofile's facility) to give an accurate portrayal of the scope of work required and the project budget. All initial quotes are estimates of page and image counts—and final billing occurs on actuals. Even counting each page by hand does not also give an exact count for pricing—one must factor in human error, attachments, and image splitting. However, Kofile pricing proposals are always close to the final billing.

Kofile works on projects in batches of work. The quantity of records addressed are dependent of the storage space available in the transport vehicle. Each batch will require approximately 20-22 weeks for preservation to complete upon entering the work queue. This accounts for the time required to order the binders, gain approval for titling, construction of each binder, binder delivery, binder stuffing, and quality control. Kofile does its best to present realistic project timelines and its vast experience helps us head off any issues or problems. Should Tarrant County require an expedited turnaround, the Project Manager is available to discuss possibilities.

Batch pick-up and delivery can overlap, so that Kofile can deliver completed work each month. The quantity of records addressed are dependent of the storage space available in the transport vehicle.

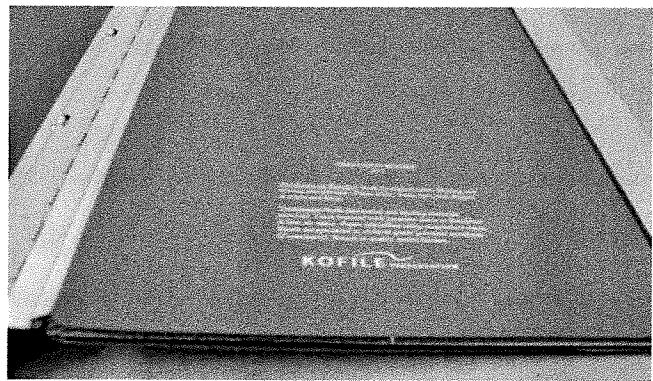
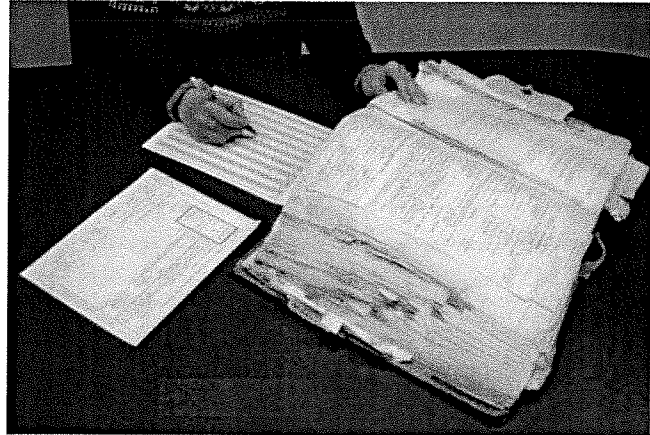
Preservation requires the standard approximately 20-22 weeks for turnaround. Creation of a binder, following approval of stamping, is a minimum of approximately eight (8) weeks in this period.

IV. PRESERVATION METHODOLOGY

DOCUMENTATION OF TREATMENT

Upon receipt, items are assessed to document condition prior to service. A preservation technician inspects each sheet to ensure that it receives the appropriate level of treatment. A written record of pre-condition is retained and included in the final Treatment Report (Information Log). Information recorded includes:

- Date(s) of treatment
- Condition of document upon receipt
- Presence of acidic glues
- Presence of previous repairs
- Special characteristics
- Page count, pagination, and blank pages
- Loose pages or attachments
- Presence of pressure sensitive material
- Presence of staples, paper clips, brads, etc.
- Identity of certificates/records (manuscript, Photostat, typed, etc.)
- Notation of original lettering on spine and covers
- Any other information pertinent to the identification of the volume
- Name(s) of the conservator who worked on the item or held a supervisory position
- Name(s) of the preservation technicians who worked on the item



The work order and individual documentation logs accompany the item throughout the entire preservation process. Each project's information is entered on a color-coded production and control board. Storage areas are likewise color-coded to correspond to each batch or group of records. Records are housed in the same location throughout the project so that any given record is quickly located.

Please note that this is not a conservation treatment report disclaimer—this is provided in every finalized re-bound volume (see pictured).

CONSERVATION TREATMENTS

Kofile performs all preservation services in accordance with the *Code of Ethics & Guidelines for Practice* of the American Institute for Conservation (AIC). This includes conservation treatments, restoration, and rehousing of records with archival solutions and products. Kofile regularly addresses historical and permanent documents, and Kofile never utilizes any treatment, repair, or maintenance that is not reversible.

Document integrity is essential. Kofile addresses each sheet individually. Kofile never utilizes any method of treatment, repair, or maintenance that is not 100% reversible. All work is designed for minimal additions, whenever possible. All materials used in the construction of

products that contact records, including cover boards, are acid free and lignin free.

Kofile's extensive experience covers a wide range of permanent retention media—documents, volumes, tri-folds, plats, maps, negative Photostats, micrographics (film and fiche), digital images, etc. Projects range from one volume to thousands of volumes. Each problem is unique and deserves special attention.

Testing procedures measure the following: paper's pH, reaction to solutions and methods for reduction of adhesives, ink solubility in water or solvent, and free Iron II and III ions.

The following is an overview of treatments and services available at the Kofile lab. Services will be applied and equipment utilized as needed for individual pages.

Dismantling

Kofile does not attempt any procedure that results in a loss of text or weakens the paper's integrity.

During dismantling, a technician carefully removes original binding materials, such as threads and adhesive residues by hand; likewise, case files are removed from shucks.



This compromised binding allowed the loose sheets to drift from the protection of the book block. Dismantling required careful removal by hand of original adhesives and threads.

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften materials, which are otherwise difficult to remove.

Kofile never guillotines or chops pages; no original documents are cut. If trimming is necessary, technicians use handheld scissors or Jacques Board shears (specifically designed for trimming fragile paper). These allow Kofile to trim individual sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

At this time, pages that are blank on both sides are removed (unless otherwise requested).

Surface Dry Cleaning

Surface cleaning is a generic term for the removal of materials deposited on pages—including dust, soot, airborne particulate, sedimentation from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or even biological or mineral contaminants. All have serious consequences during long-term storage. To improve appearance, superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools include a latex sponge, powdered vinyl eraser, or soft block eraser.

Reduction of mold methods vary in degree of simplicity. More elaborate systems require isolation, filtration, and personal protection. Less frequently, conservators use more elaborate systems of isolation and filtration with HEPA vacuums.

Removal of Fasteners

Kofile removes fasteners, page markers, and metal mechanisms. Fasteners (e.g., binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins) can cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust). As metal disintegrates, the resulting rust "eats" the surrounding paper fibers.

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A *microspatula* (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

If mechanical tape removal is unsuccessful, the next alternative is chemical. Adhesive reduction begins with the most benign process. Chemical removal is the last resort. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Previous repairs that cannot be removed safely will remain. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Therefore, extensive testing is required.

Flattening & Humidification

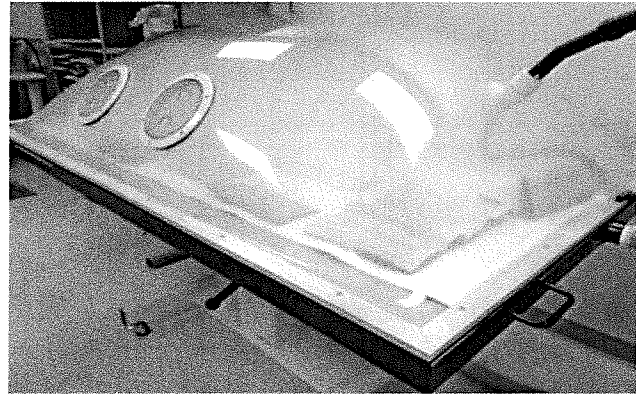
Improperly stored, papers become inflexible and retain a memory of the storage position. Flattening occurs in the Kofile lab with the strictest archival environmental control standards. 'Flattening' is accomplished by a variety of methods and tools. Tacking irons are one such tool and have adjustable temperature controls to



A Kofile conservator carefully coaxes adhesives and tape by application of heat and pressure with specialized conservation tools.

alleviate damage. Another method uses moderate pressure drying between acid-free blotters. Monitoring eliminates bleeds and mold/fungus.

Items are humidified after testing the image solubility. The Ultrasonic Humidification Chamber can correct the most fragile document's folds and bends. This machine is enhanced with a cross flow and features a humidity dome and ultrasonic humidifier. Private labs are rarely equipped with this device, and this investment represents Kofile's foresight and commitment to offering the best available technology.



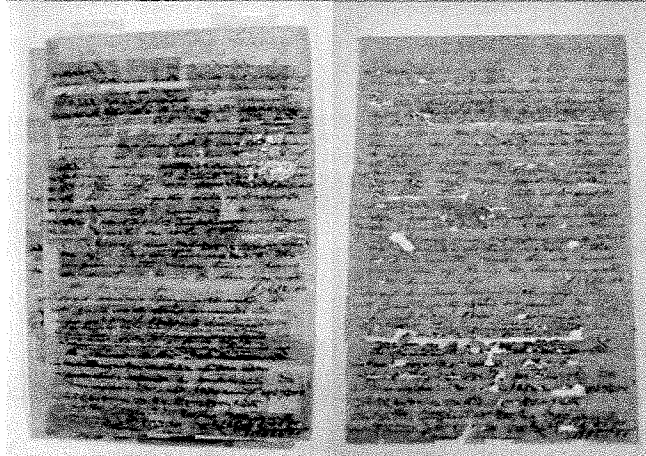
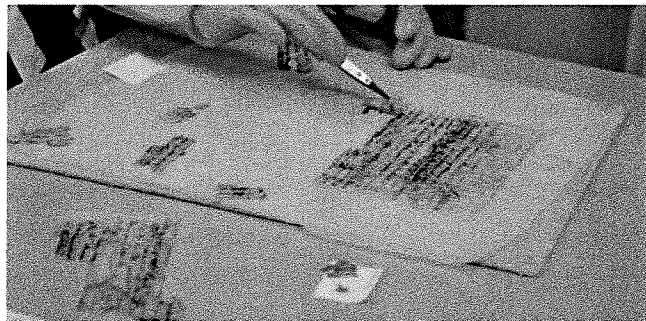
Ultrasonic Humidification Chamber.

Repair and Restore Paper

Mending paper is an art form. It is accomplished with a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear (s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears $>1/2$ ".

Materials utilized for mending are acid free and reversible. Japanese paper and ethyl cellulose paste or Crompton tissue are used most often. Kozo paper, in natural and white finish, is commonly used because of its strength and transparent nature. While visible to the trained eye, it does not distract.

Mending strips are water cut so the edge of the Japanese paper visually integrates with the Document.



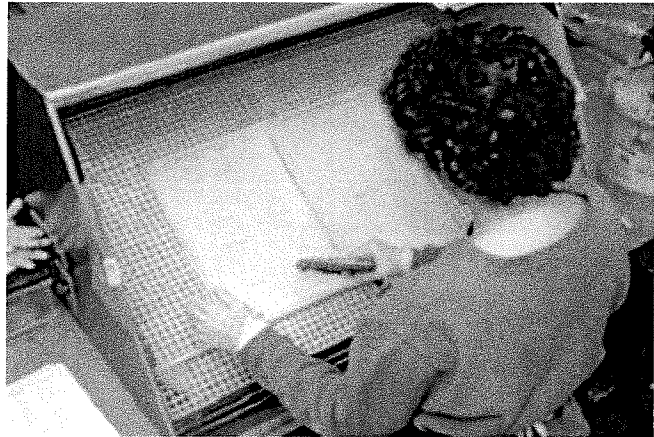
An 1848 Probate Record before (L) and after (R) treatment and mending with Japanese tissue. Above, a Kofile conservator pieces the document together after the tape was reduced.

Kofile also uses a low-temperature acrylic adhesive to mend sheets which bonds to Japanese Kozo paper. Kofile also constructs its own version of this material with acid-free tissue paper and Rhoplex liquid acrylic adhesive. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

DEACIDIFICATION

Deacidification is only performed after careful spot pH and compatibility testing. If the paper tests acidic, and the medium is suitable for deacidification, then this process is professionally recommended. Negative Photostats, blueprints, and blue line maps are generally not suitable for deacidification.

A commercially-prepared buffer solution is applied to **both sides** of the sheet with compressed air sprayer equipment. The solution is non-



Non-aqueous deacidification with a fine mist on each side of the sheet.

DEACIDIFICATION (*Alkalization*)

The addition of a finely divided alkaline material to paper fibers. The addition of an alkaline buffer is approved for use on papers that would otherwise deteriorate because of their tendency to produce acid, or for acidic papers that cannot be washed.

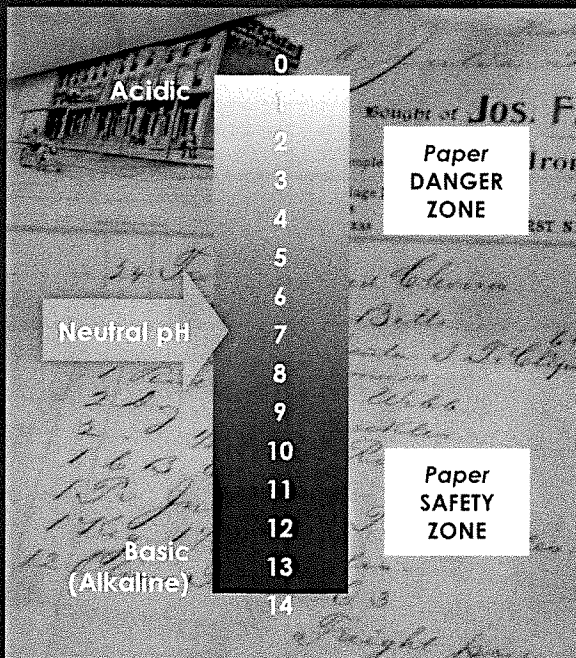
AIC Definitions of Conservation Terminology, Directory of the American Institute for Conservation of Historic and Artistic Works.

What this means to TARRANT COUNTY

Without acid-free components, the chemicals deteriorating within the paper fibers and materials cause deterioration of bindings and pages. With time, papers become increasingly acidic. This breakdown is evident in yellowing or browning. In addition, the paper becomes brittle and loses its fold resistance. Deacidification will halt this process.

Most are familiar with the experience of handling of an old book—the binding is worn; the pages are brittle and yellowed; and it emits a slight odor. Unlike the aging of the readers, the aging of a book can be stopped through conservation. With simple treatments, books and their contents can be saved for countless generations.

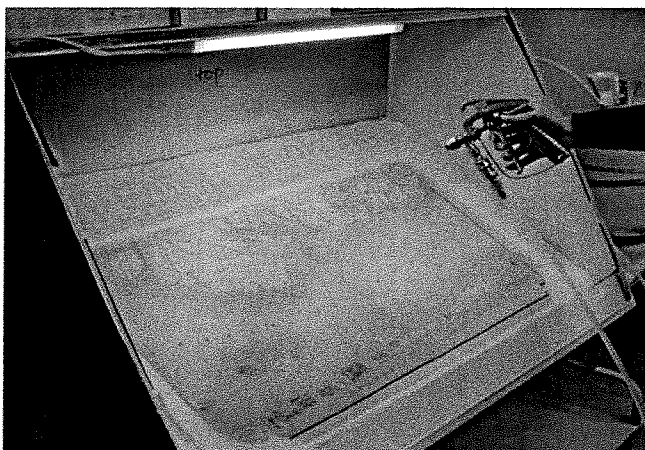
While a fraction of damage to the books is due to handling, the major culprit is the acid in the paper fibers. Imagine your grandchildren reading the same book that you favored as a child, but the pages are just as stark white and crisp. This is accomplished through deacidification.



flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid, and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through an HVAC system for optimum performance.

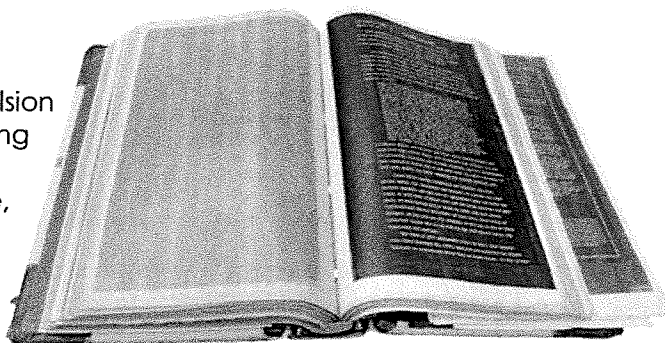
The buffer, once applied, alters the paper's pH slowly. After deacidification, random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.



A deacidification spray booth.

Negative Photostat Stabilizer

Time deteriorates Photostat emulsion (sulfiding). Exhausted or dirty 'fixing baths' during the silver print processing exacerbate damage, as seen through fading images, flaking, and browning sheets. Eventually, text becomes illegible.



This is the only existing version of a volume recording Texas history. It is now the original source. It is fading due to poor quality control during the Photostat's original development.

Kofile's Archival Polyester Stabilizer preserves Photostats for long-term use and storage.

A thin application stabilizes both sides of the sheet.

Kofile is the only vendor who has the customized apparatus and sealant solution for treating negative Photostats.

This protective coating will not oxidize or cause the sheets to yellow. It contains ultraviolet (UV) absorbers that block 99% of ultraviolet light and Hindered Amine Light Stabilizers (HALS). It also contains water resistant properties. After application, negative Photostats better resist abrasion and humidity, and the image resists fading better than untreated images. These properties are vital to protecting archival negative Photostat records during public use.

ENCAPSULATION

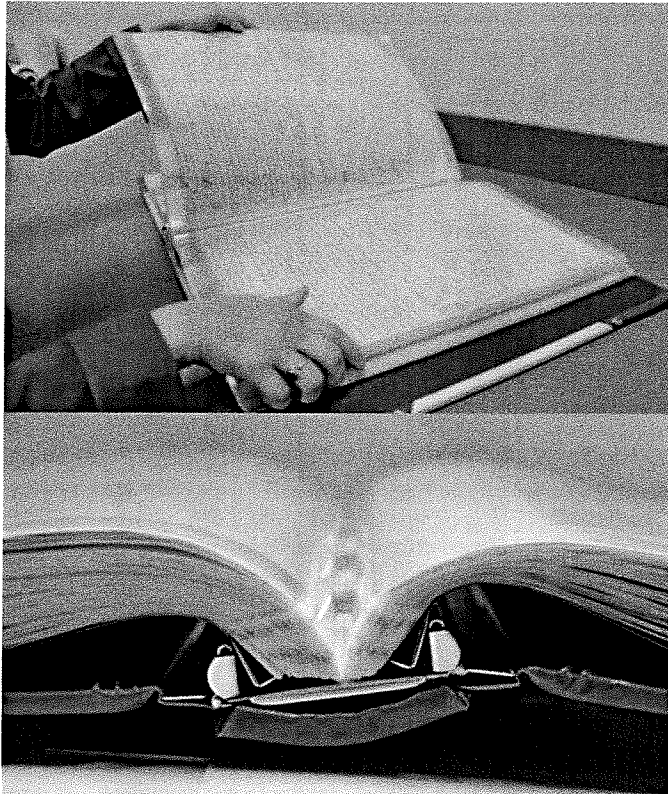
In archival encapsulation, the document floats freely. It is not adhered or heat set.

In archival encapsulation, the document is free floating. It is not adhered or heat set. The inherent static cling of polyester provides physical support and protection from use.

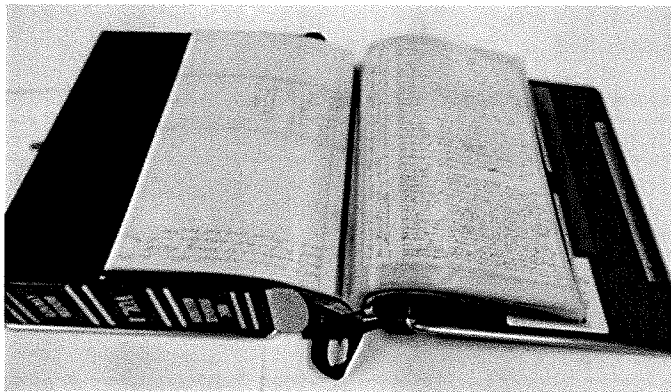
Weak and fragile paper is an obvious candidate for encapsulation. Compromised binding margin or guillotining volumes necessitates encapsulation. Another factor is the presence of acid burn due to Iron Gall inks. An additional benefit of Mylar® encapsulation is to prevent direct handling of any and all documents after preservation to prevent particulates or soil and oils present on fingers to re-contaminate the paper.

An additional benefit is the incorporation of an UV filter present in Mylar®, which helps filter damaging light. As a result, Kofile encapsulates most documents that go into public circulation.

Kofile uses SKC SH725 PET polyester. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It does not distort or melt in case of fire.



Preserved and encapsulated volumes bound in Heritage Recorder Binders.



Preserved and encapsulated volume in a DSB.

Each sheet is encapsulated in a 3 mil patented polyester pocket: *Lay Flat Archival Polyester Pocket™*, US Patent #7,943,220 B1, 5/17/2011. This pocket welded closed on three sides, and the binding process seals the fourth side statically. Pocket dimensions match the 'book block' dimensions with a 1½" or 1¼" binding margin.

A Reemay® strip or spunbond polyester at the binding edge offsets the document's thickness and seals out atmospheric pollutants while allowing off-gassing. This allows for a flat book block and reinforces the binding for added strength and service. Also, to access the original sheet, the Pocket would require cutting.

ARCHIVAL RECORDER BINDERS

Encapsulated sheets are hand-bound in books of 250 sheets or less, punched (on the pocket's edge), and bound. This may include *splitting books with large capacities into two volumes or combining similar volumes with low page counts*. Kofile punches pockets to any hole specifications.

WRITTEN WARRANTY

Kofile's products feature a Lifetime Warranty against defects. Any product (including binders and pockets) that fails to operate properly or to maintain its original integrity is replaced at no cost to Tarrant County.

Kofile repairs, reinforces, or replaces index tabs as necessary. All attachments are treated with the rest of the text block or file.

Binder covers are available in various colors in genuine leather, imitation leather, or canvas. Kofile can match existing books by manufacturing custom sizes, shapes, spines, colors, and lettering. Kofile manufactures binder components on a per-book basis, sized to 1/4" incremental capacities.

Kofile matches the existing collection by manufacturing custom sizes, shapes, spines, colors, and lettering. Binders are available in the colors shown to the right in Imitation Leather (white is also available, but requires black lettering instead of gold foil). Spines are available in genuine or imitation leather. *For hubs, the spine must be genuine leather (which introduces a non-archival component).*

All adhesives used in the construction of Kofile binders are acid-free and reversible. These adhesives are based on internally plasticized copolymers of vinyl acetate with ethylene, deputy male ate, or other suitable monomers, with a vinyl acetate monomer content of no more than 1%, and a minimum 6 pH.

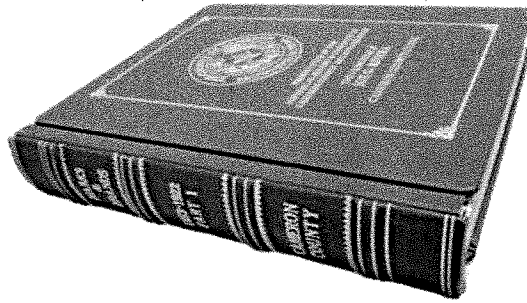
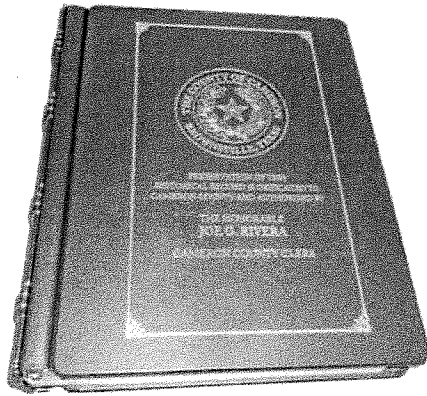
Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free. New binders stabilize documents and impede deterioration. *This will save Tarrant County valuable storage space and will require little or no maintenance for decades.*

Title Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is printed and sent to the County for approval.

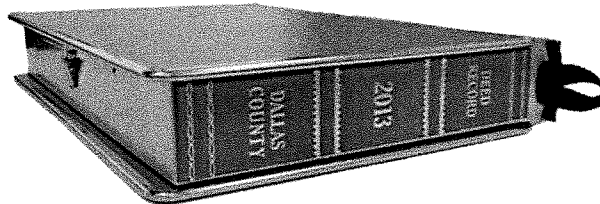
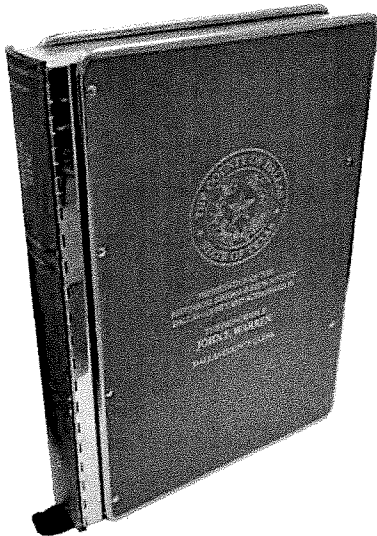
Tooling is performed with 23-karat gold foil, guaranteed to resist fading. It will follow the same format/style of the originals or can incorporate custom seals and dedications. If any titling, dates, or other information from an original volume is noted in error, the County Official is notified to determine if correction is appropriate.





Heritage Recorder Binder

The *Heritage Recorder Binder* is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.



Disaster Safe County Binder™ (DSB)

The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that natural disaster.

The DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.

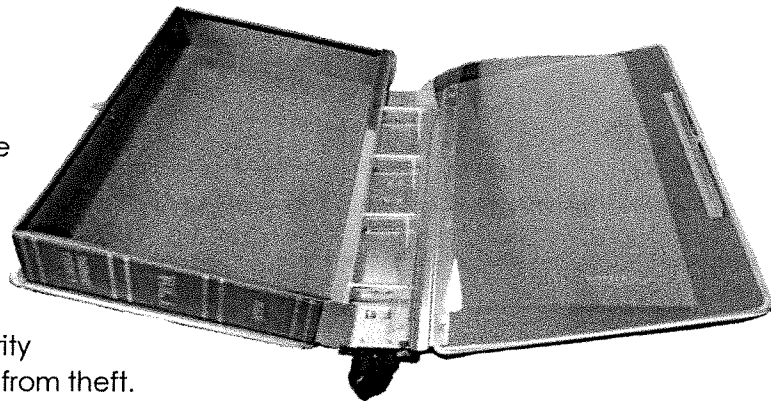
Other DSB Features Include:

Stainless Steel—The metal mechanism and book block apron are constructed of stable corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

Support to the Book Block—The DSB is equipped with a Polyester Foam Insert to ensure physical support to the book block and allow library style storage.

Microclimate—

The DSB creates a *Microclimate*, an independent, stable environment separating sheets from the external atmosphere.

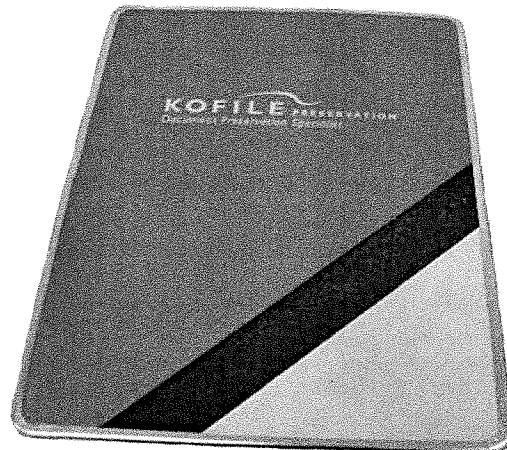


Security Lock—A security lock hinge protects from theft.

Nonflammable & Self-Extinguishing—

The DSB's nonflammable cover boards and materials make it self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.

The DSB exceeds NFPA Fire Codes 1 & I, and Classification codes FMVSS 302, UL94 FLAME, & UL 746A IGNITION. NFPA 232, ~6.12.2, states "All records shall be stored in fully enclosed non-combustible containers" (Standard for the Protection of Records, 2017 Edition J).



A cut-away of the DSB components—layers include: a metal rim, Imitation Leather (red), fire resistant material (black), a self extinguishing board, and a metal rim.

FINAL QUALITY CHECK

Each volume is checked by a preservation technician before it is designated for return. Using the work order log (which accompanies the volume throughout the conservation process), this final quality check verifies page order. This check also ensures that all repairs are complete, edges of the Mylar envelopes are sealed, and the Treatment Report is accurate.

Finished books undergo extensive quality control inspections before being returned to Tarrant County. A Treatment Report—detailing materials and methodology—is included with each completed binder.

V. PROJECT INVENTORY & PRICING

PROJECT OVERVIEW

This project is presented via Kofile's TXMAS Contract No. **TXMAS-18-3602** (please reference on County P.O.). Without a signed agreement, prices for the inventory herein are good for 90 days. Please see herein for defined services and TXMAS line items.

PROJECT ASSUMPTIONS

- All pricing is based on a Good Faith Estimate of pages. Pricing is subject to change upon review at Kofile. Final billing occurs on actual counts per mutually agreed upon unit pricing; not to exceed the P.O. without authorization.
 - ⇒ Probate Records Case Files are based on 3,138 pages per 12" (one box) - this is based on the averages in the 20 boxes assessed at the Kofile Lab.

TARRANT COUNTY CLERK PRESERVATION OF PROBATE CASE FILES 1940-1950						
RECORD SERIES	CASE NO.	DATE	QUANTITY		LEVEL OF SERVICE	PRICE QUOTE
			Boxes	Pages		
Probate Case	14331-14654	1/1/40-12/31/40	6	18,828	Preservation	\$154,954.44
Probate Case	14655-15166	1/1/41-12/31/41	9	28,242	Preservation	\$232,431.66
Probate Case	15167-15856	1/1/42-12/31/42	12	37,656	Preservation	\$309,908.88
Probate Case	15857-16373	1/1/43-12/31/43	10	31,380	Preservation	\$258,257.40
Probate Case	16374-16998	1/1/44-12/31/44	11	34,518	Preservation	\$284,083.14
Probate Case	16999-17670	1/1/45-12/31/45	13	40,794	Preservation	\$335,734.62
Probate Case	17671-18425	1/1/46-12/31/46	16	50,208	Preservation	\$413,211.84
Probate Case	18426-19094	1/1/47-12/31/47	13	40,794	Preservation	\$335,734.62
Probate Case	19095-19699	1/1/48-12/31/48	12	37,656	Preservation	\$309,908.88
Probate Case	19700-20417	1/1/49-12/31/49	15	47,070	Preservation	\$387,386.10
Probate Case	20418-21228	1/1/50-12/31/50	16	50,208	Preservation	\$413,211.84
PROJECT TOTAL						\$3,434,823.42

Records receive the following services as identified.

Preservation—*Conserve, Treat, Mend & Repair, Deacidify, Encapsulate, & Bind*

- Kofile creates a permanent log (noting condition, pagination, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Surface clean sheets to remove deposits. This includes dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants. Tools include a microspatula, dusting brush, latex sponge, powdered vinyl eraser, or block eraser.
- Remove non-archival repairs or fasteners, such as residual glues. All tape and previous mends to be removed to the extent possible without causing damage to paper and inks.

- Humidify and flatten as necessary to eliminate the possibility of unnecessary fractures or breaks. Tools to 'flatten' include tacking irons, heat presses, and an Ultrasonic Humidification Chamber.
- Mend tears with archival, acid free, and reversible materials. Mending is accomplished with either Japanese tissue and methyl cellulose adhesive, or an acrylic based and heat set tissue.
- Deacidify each side of each sheet after careful testing with a custom solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a *Lay Flat Archival Polyester Pocket*™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1/4" binding margin.
- Bind in custom-fitted *Heritage Recorder* binder or a *Disaster Safe County Binder*™ (DSB). Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. A dedication/treatment report is included.

PAYMENT SCHEDULE & TERMS

- This proposal is governed by the terms and conditions attached, see Appendix C.
- This project can be accepted as a multi-Payment Plan in which the project total is split into equal payments. Billing is split into four scheduled invoices, with 25% due at project pickup. The final invoice is adjusted (up or down) to reflect the balance upon project completion and the final number of pages; not to exceed the P.O. without approval and acceptance from the County.

PROJECT ACCEPTANCE

Tarrant County, Texas

Mary Louise Nicholson
Signature of Authorized Representative

Mary Louise Nicholson

Printed Name

Tarrant County Clerk

Title

November 30, 2022

Date

Kofile Technologies, Inc.

Jonathan Mohn
Signature of Authorized Representative

Jonathan Mohn

Printed Name

President

Title

11/30/22

Date

TXMAS BILLING LINE ITEMS

Upon purchase, the County reports the order via the TxSmartBuy (TSB) System <txsmartbuy.com/>.

STATE OF TEXAS CO-OP MEMBER LISTING FOR TARRANT COUNTY

Link	https://comptroller.texas.gov/auto-data/purchasing/co-op/c2202.php
CO-OP#	C2202
Contact	Melissa Lee, meLee@tarrantcounty.com, 817-884-1414
Expires	19-MARCH-2023

Kofile can prepare a 'cart' and

'share' it with the County to assist this process—see link:

<https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?>

[&n=2&sc=1&cartid=17283639&sender=preserve@kofile.com&datetime=2022_11_3_13_18](https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=17283639&sender=preserve@kofile.com&datetime=2022_11_3_13_18)

TXMAS-18-3602 BILLING LINE ITEMS	PART NO.	NIGP	DESCRIPTION	UNIT PRICE	QTY.	LINE TOTAL
	PRV703	96272	Case File Preservation by Page	\$8.23/Page	417,354	\$3,434,823.42
PROJECT TOTAL						\$3,434,823.42

TARRANT COUNTY CLERK
PRESERVATION OF PROBATE CASE FILES 1940-1950
November 7, 2022

PAGE 35 | 53

VI. PROJECT PERSONNEL

Due to Kofile's commitment and highly trained and experienced staff, Kofile is equipped to handle multifaceted and time-relevant projects. Projects are executed efficiently and to the highest professional standards.

Second- and third-generation conservators and public records experts address records. The industry experience of Kofile's ownership and key staff dates to the 1970s. Kofile's extensive experience reaches a wide range of permanent retention media—including manuscripts, volumes, plats, maps, negative Photostats, microfilm, digital images, photographs, etc. Projects range from one map, volume, or document to thousands. Staff hold 10-40 years of experience with archival documents.

Projects often continue in multiple phases over many years and administrations. With the combination of an experienced imaging team and technology competence, and considering our status as a software developer, our capability to enhance the image processing process extends well beyond that of competitors.

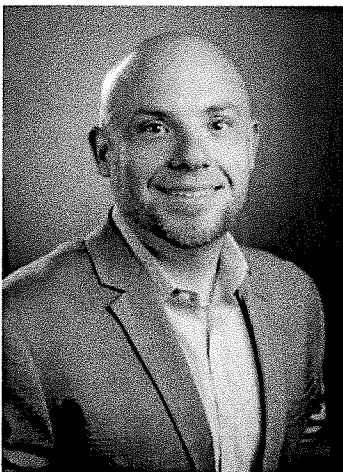
Kofile's team is highly experienced, and includes:



Miriam Gray, Account Executive

The Account Executive, Miriam Gray, handles all communication with Tarrant County. She ensures the project is completed on schedule and to the client's satisfaction. The Account Executive is responsible for project supervision and is available to meet periodically via phone or in person for project coordination and progress updates.

Gray has been a dedicated customer advocate with Kofile for years. Gray's career in asset and tax preservation services began in 1985, with emphasis on Land Records for Stewart Information Services Corporation (NYSE: STC). Her career evolved with technology protecting Intellectual Property Assets for Fortune 500 companies with continuing emphasis on Land Records while at ACS, a Xerox Corporation. Gray accumulated managerial leadership, business analyst, market analyst, industry trends and public trends representing ACS, a Xerox Corporation, and parlayed into the county and government sector with Kofile.



Chris Marotti, Conservator, Subject Matter Expert

Marotti has a lifetime of experience in conservation and preservation practices. From a young age, he apprenticed in his father's conservation laboratory. His input is invaluable, and his is readily available to customers to records collection challenges. Marotti has worked as a consultant for large municipalities concerning vault equipment and preservation/conservation approaches and practices. He has an exceptional knowledge of municipal markets, business practices, and conservation/preservation practices.

Conservation Team

A conservator supervises the conservation laboratory and daily work in the lab. Each of our locations has technicians that perform limited conservation treatments under close supervision. Kofile is a strong proponent of cross-training. Our conservation team has a strong retention rate and years of experience and practice. Less experienced workers are assigned to specific tasks, such as document prep or basic unbinding procedures. The conservators oversee the performance of the treatments. They are responsible for the examination criteria of each item, including cost estimates.

Upper management attend continuing education conferences and hold professional memberships with such organizations as the American Institute for the Conservation of Historic and Artistic Works (AIC). Kofile is an institutional member of the AIC and subscribes to their *Code of Ethics & Standards of Practice*.

APPENDIX A. SUPPLEMENTAL INFORMATION

"What is the value in these old records? Why is the tax payer's money being spent on them? Can't we just scan it and throw it away?" The following excerpt answers these, and other, questions. It is drawn from the article: *"Too Lightly Esteemed in the Past: Archival Enterprise, Records Management & Preservation Administration in Texas,"* by Dr. David B. Gracy II, as prepared for the Texas Historical Records Advisory Board, December 1995 <www.tsl.state.tx.us/arc/thrab/newthrab/reports-2.html>.



Advisory Boards

Texas State Library and Archives Commission

...Fiscal value.

Records in Texas have a dollar value in the hundreds of billions. In terms of the use of the information they contain, as in the case of the Tidelands, they pay dividends better than any other investment, because, unlike oil for example, information cannot be depleted. In their own right as objects, records have a further monetary value. The holdings of only one archival repository-the Texas State Archives-were valued conservatively a decade ago at no less than \$150 million. One document-the only known photograph of the Alamo before its reconstruction in 1850 (housed in the Center for American History at the University of Texas at Austin)-sold for tens of thousands of dollars before it came into public custody. The world's first photograph, kept in the Harry Ransom Humanities Research Center, also on the Austin campus, would fetch an astronomical figure at an auction house. All told, within the borders of Texas are more than 125 archival repositories, the monetary value of whose holdings both on the manuscripts market and in terms of the uses to which the information in them has been put, literally is astronomical and incalculable.

Value in defining and protecting rights.

Records commonly are created to fill one need, and later are used to serve another, different, but equally compelling need, such as permitting a person to prove an entitlement or right, the value of which can hardly be measured in monetary terms. Not many years ago, the rolls of pupils maintained by the county superintendents of schools before 1903 (the year that state government began recording all births) served the former students by providing an indisputable record of the dates of their births, thereby entitling them to government services for senior citizens.

Value in documenting experience.

Records document experience as it is being gained. Profiting by experience is one of the fundamental traits that distinguishes humankind from animals. In archives, records form the most concentrated store of experience humans have yet devised. The utilization of experience captured in records and kept in archives, Plato observed millennia ago in his *Republic*, constitutes one of the most basic functions of civilization.

The challenge is that records, being ubiquitous and essential to everyday life, are treated as though they have little or no value. "Too lightly esteemed in the past," the Commissioner of the Department of Insurance, Statistics, and History

characterized the situation more than ninety years ago in 1903, in frustration that citizens devalued their records asset whose worth they could not calculate in dollars and cents. Regrettably, those words are as true at the end of the twentieth century as they were at its beginning.

What is different as we enter the third millennium AD is the role records play in contemporary life. It is far greater in 1995 than it was in 1903. The fact is that in 1995 records are an asset as significant as any monetary investment. But the nature of the records asset is changing dramatically as government, private enterprise, and individual citizens convert their record keeping to electronic systems. Never before has the challenge of managing and reaping the continuing value of records been so great as it is for contemporary government leaders, business leaders, and private citizens at all levels of society, and for archivists, records managers, and preservation administrators.

Texans no longer can afford to be cavalier about wasting the records asset that is so universally and handsomely valuable...

...The Revolution of Electronic Records
If records were likened to aircraft, the difference between the capability and management of records in paper form and records in electronic form would be the difference between the Sopwith Camel (bi-plane) and the Concorde (supersonic airplane). But where the Sopwith Camel had become an antique

before the Concorde took to the air, both the traditional and the electronic record are common contemporary media and means of recording and managing information.

During the past 100 years, the technology of record generation, access, and keeping has moved forward by leaps and bounds. The most recent introductions-magnetic and electronic media-differ significantly from their predecessors in that the information on them can be had only with the intervention of a machine, and the medium holding the information is impermanent. The fact is that each advance in technology can tolerate less variation in its environment than could its predecessor. The survival of each new medium depends more heavily upon the environment-temperature, cleanliness, and especially humidity-in which it is used and stored than was the case with earlier technologies. On top of that, none of the new and widely used media of the 20th century, unlike good-quality paper, has a useful life even approaching the length of one human generation. This means that migration of data is a fact of life with magnetic and electronic media, which in turn means that each medium requires more human handling to maintain access to its content than does its paper counterpart.

The nature of archival, records management, and preservation work is changing dramatically as a result of changes in the media of records. No fact is more important to recognize than this one. And because of it, continuing education to update knowledge never has been more important than it is now. Perhaps, the greatest part of the challenge, though, is to inform resource allocators and line administrators that the length of time that access to information must be maintained commonly is greater than the life span of any given electronic technology or system.

ENCAPSULATION WITHOUT DEACIDIFICATION

TRAPPING HISTORIC PAGES IN ACIDIC TIME BOMBS

There are vendors that claim deacidification and/or conservation treatments are not necessary for historical documents and volumes. These vendors claim they are "saving money" by only encapsulating and binding sheets. At Kofile, we were grieved to hear about these claims. These claims are false. They have no basis in professional conservation standards and are not supported by laboratory testing.

In fact, studies by the Library of Congress (LOC) concluded that encapsulation without deacidification can accelerate aging (see the LOC's Research Publication for all references: "Accelerated Aging of Paper." The Library of Congress, May 2, 2014. <https://www.loc.gov/preservation/resources/rt/age/age_5.html>).

Records are composed of organic materials, such as paper, cloth, leather, paste, and glue. These components are hygroscopic (readily absorbing and releasing moisture). Sheets deteriorate as acidic inks (such as iron gall ink) "eat through" the paper. During the wood pulp paper-making process, bleaching agents were introduced to achieve brightness. Now, years later, the bright white is replaced by acidic dull yellows. Merely encapsulating a sheet will not address any of these chemical issues.

As the LOC states, "*encapsulation treatment is frequently used in paper conservation as a protective measure to shield precious and fragile documents from physical stress, as well as from dust, etc.*" To encapsulate without buffering agents, entraps the historic sheet in an acidic ticking bomb. The LOC study even proved that "half-sealed paper aged just as rapidly as paper sealed completely." Deterioration of the sheet "continually gathers momentum as acidic degradation products continue to accumulate. Like a rock rolling down a slope, the decline in physical, as well as chemical properties of acidic paper within books or other isolated micro-environments, continues to accelerate until the paper becomes unstable."

Deacidification is not optional. Chemical treatment provides an alkaline reserve to neutralize acids on each side of the sheet. Deacidification is only performed after careful pH and compatibility testing. Aqueous Treatment (immersion) is used

Kofile

DEACIDIFICATION (ALKALIZATION)

The addition of a finely divided alkaline material to paper fibers. The alkaline buffer is approved for use on papers that would otherwise deteriorate because of their tendency to produce acid, or for acidic papers that cannot be washed.

AIC Definitions of Conservation Terminology, Directory of the American Institute for Conservation of Historic & Artistic Works (AIC).

WHAT THIS MEANS TO YOUR ARCHIVES

Without acid-free components, paper contains chemicals within its fibers that lead to deterioration. Over time, these papers become increasingly acidic. This breakdown is evident in yellowing or browning paper. In addition, the paper becomes brittle.

Most are familiar with the experience of handling of an old book—the binding is worn; the pages are brittle and yellowed; and it emits a slight odor. As years pass, handling grows difficult and the book visibly ages. The aging can be halted through conservation. While a fraction of damage to the books is due to handling, the major culprit is the acid in the paper fibers. This is accomplished through deacidification.

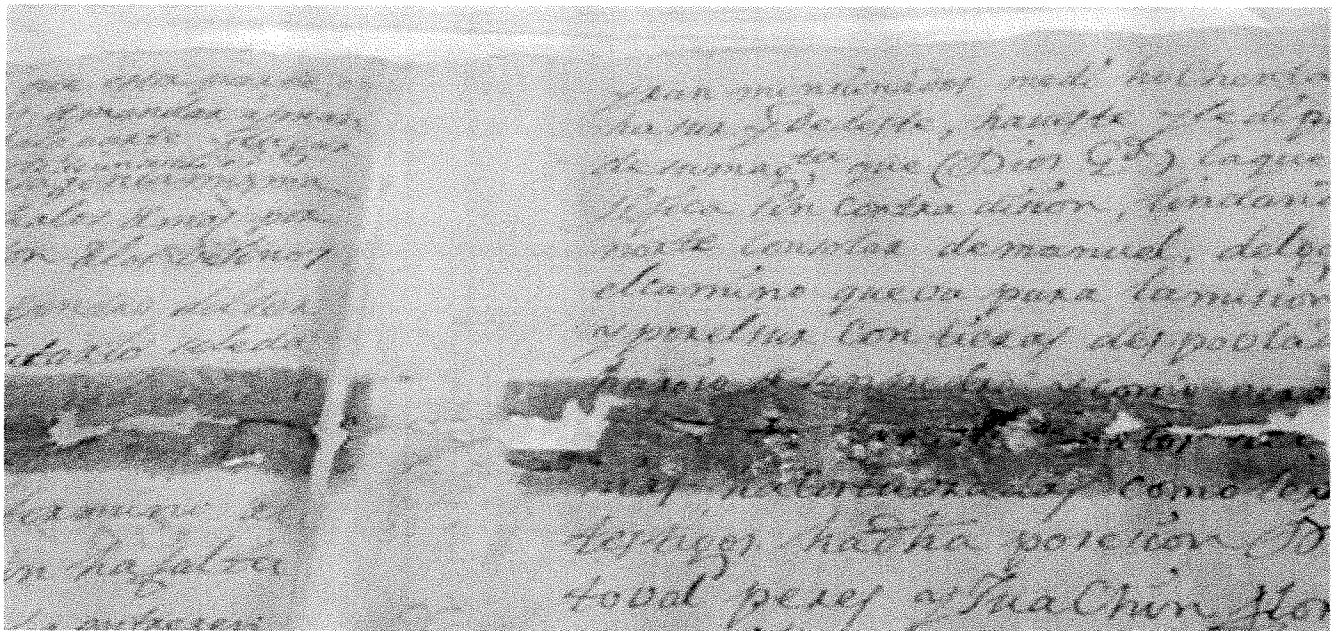


when inks are highly stable. Generally, this method is reserved for 17th and 18th Century manuscripts.

Only a professional conservator should treat historical records. Besides deacidification, sheets still need surface cleaning, and the removal of acid tape and adhesives. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, post-it notes, etc. can cause damage in short periods. This includes physical damage (decreased paper strength due to punctures and/or distortion), and chemical damage (rust). As metal disintegrates, the resulting rust "eats" the surrounding paper fibers.

Kofile is a business. We are interested in building and expanding our business. However, we are not only concerned with making money. Our laboratories are devoted to the study and development of preservation services and archival products that are what they say—archivally safe and tested. With one-on-one relationships with public officials and staff, we promote preservation, maintenance, awareness of environmental factors, and the American Institute for Conservation's (AIC) Code of Ethics & Guidelines for Practice.

Each week, we see records vital to our nation's history and culture suffering unmitigated deterioration. In the south, it is still common for courthouses to laminate records of enduring value—we have spent countless monies and hours fighting this fallacy. Local records custodians are rarely equipped with the resources and/or knowledge to maintain collections, resulting in limited public access to archival documents. Kofile's mission is to insure the public continued access to historical documents, either in original or reformatted form.



Ensuring that a vendor is using professional standards, testing any methods, and educated is essential. Kofile has encountered work from labs that use poor conservation practices—see exampled above. The tape used to 'mend' has degraded, and its adhesive is burning and staining the original sheet. Examination reveals that underneath the 'repairs,' portions of the page are even folded. This stresses the importance of carefully considering who is handling the County's historical documents.



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APPENDIX B. CC RETENTION SCHEDULE: PROBATE RECORDS

Figure: 13 TAC §7.125(a)(3)

Effective March 25, 2019



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

LOCAL SCHEDULE CC (Revised Third Edition)

RETENTION SCHEDULE FOR RECORDS OF COUNTY CLERKS

This schedule establishes mandatory minimum retention periods for records series (identified in the Record Title column) that are associated with the office of the County Clerk. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

Introduction

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the commission.

P. O. Box 12927 • Austin, Texas • 78711-2927 • (512) 463-7610

Kofile

TARRANT COUNTY CLERK
PRESERVATION OF PROBATE CASE FILES 1940-1950
November 7, 2022

PAGE 42 | 53

The retention period for a record applies to the record regardless of the medium in which it is maintained. Some records listed in this schedule are maintained electronically in many offices, but electronically stored data used to create in any manner a record or the functional equivalent of a record as described in this schedule must be retained, along with the hardware and software necessary to access the data, for the retention period assigned to the record, unless backup copies of the data generated from electronic storage are retained in paper or on microfilm for the retention period. This includes electronic mail (e-mail), websites and electronic publications.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is less than permanent may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is permanent in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this third edition of Local Schedule CC indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AR – After release, replacement, termination, or cancellation of the instrument; or if recorded, of all instruments in volume
AV – As long as administratively valuable
FE – Fiscal year end
TAC – Texas Administrative Code
US – Until superseded

PART 3: COUNTY CLERK AS CLERK OF COUNTY COURT

Retention Notes: a) **SCOPE OF THIS PART** - The term "county court" as used in the descriptions of records in this part includes not only the constitutional county courts, but also county courts at law; county civil courts at law; county criminal courts; county criminal courts at law; county courts for criminal cases; county criminal courts of appeal; probate courts; and any other county courts that may hereafter be created by statute.

In some counties, the district clerk serves either as the exclusive clerk to one or more statutory county courts in the county, as clerk in those cases concerning family law only, or as clerk in those cases concerning both family law and those in civil and/or criminal law in which the court has concurrent jurisdiction with district courts. The district clerk must follow the minimum retention periods in this section for the records of any county court to which he or she is clerk. If the court also has concurrent jurisdiction with district courts in family law matters, the clerk must use the retention periods set down in the Local Schedule DC (Records of District Clerks) for those records relating to family law.

In some counties, the county clerk serves as exclusive clerk to a statutory county court that has been granted concurrent jurisdiction with district courts in family law matters. The county clerk should follow the retention periods in this section for civil, criminal, and probate records and those in Local Schedule DC for records concerning family law matters (e.g., Divorce Minutes [DC2075-13]).

b) **MEANING OF FINAL JUDGMENT** - For retention dating purposes, the use of the term "final judgment" in retention periods, unless otherwise qualified, means:

- 1) **Civil Cases** - From the date judgment rendered and signed in a county court; or if new trial or further proceedings granted on motion or mandated on appeal, from date judgment rendered and signed in new trial or further proceedings; or if appealed and judgment of trial court affirmed, modified, or rendered as it should have been rendered, or appeal dismissed, from date mandate or notice of dismissal received from appeals court; whichever applicable.
- 2) **Criminal Cases** - From the date judgment rendered and signed in a county court; or if new trial or further proceedings granted on motion or mandated by reversal on appeal, from date judgment rendered and signed in new trial or further proceedings; or if appealed and judgment of trial court affirmed or judgment of acquittal issued or appeal dismissed, from date mandate or notice of dismissal received from appeals court; whichever applicable.
- 3) **Juvenile, Mental Illness, Mental Retardation, Alcoholism, or Narcotics Addiction Cases** - State laws provide that appeals from decisions in these types of hearings shall be governed by the Texas Rules of Civil Procedure and the Texas Rules of Appellate Procedure, and the dating of final judgment should follow the guidelines set out in (b)(1) above.

c) **HISTORIC COURT RECORDS RETENTION REQUIREMENTS** - Notwithstanding the retention periods set down in this schedule, the following records must be retained PERMANENTLY:

- 1) all case papers dated 1950 or earlier and trial dockets containing entries dated 1950 or earlier;
- 2) case papers and trial dockets from any period if the minutes of the case have been lost or destroyed; and
- 3) case papers in a case from any period that, because of its notoriety or significance, might possess enduring value.

SECTION 3-3: PROBATE CASE RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
CCI625-01	ANNUAL ACCOUNT RECORD (PROBATE ACCOUNT RECORD)	Recorded annual or final reports or exhibits of account of executors, administrators, and guardians.	PERMANENT.	
CCI625-02	APPRENTICESHIP RECORD	Record of the apprenticeship of minors.	PERMANENT.	
CCI625-03	COMMUNITY PROPERTY DOCKET	Docket books or sheets of probate cases involving the administration of community property due to the death or incompetence of a spouse.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-04	COMMUNITY PROPERTY MINUTES	Record of the proceedings of the county court in cases involving the administration of community property due to the death or incompetence of a spouse.	PERMANENT.	
CCI625-05	GUARDIANS' CLAIM DOCKET	Register of claims on estates of persons under guardianship.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-06	GUARDIANS' DOCKET	Docket books or sheets of cases involving the appointment of guardians.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-07	GUARDIANSHIP MINUTES (GUARDIANSHIP RECORD)		PERMANENT.	
CCI625-08	INVENTORY RECORD (PROBATE INVENTORY RECORD)	Recorded inventories and appraisements of property in probate cases.	PERMANENT.	
CCI625-09	PROBATE BOND RECORD (PROBATE BOND DOCKET)	Recorded bonds and qualifying oaths of executors, administrators, and guardians.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-10	PROBATE CASE PAPERS	Original case papers, including wills, of matters within the jurisdiction of a county court as probate court.	PERMANENT.	
CCI625-11	PROBATE CLAIM DOCKET	Register of claims against estates of decedents or of those under guardianship.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-12	PROBATE DOCKET		PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-13	PROBATE FILE DOCKET (PROBATE DOCKET-PENDING)	Original entry docket books or sheets of probate cases.	Follow retention periods for Civil File Docket (Civil Docket-Pending) [CCI1575-05].	
CCI625-14	PROBATE MINUTES		PERMANENT.	
CCI625-15	PROBATE RECORD (FINAL PROBATE RECORD)	Recorded documents filed in probate cases.	PERMANENT.	
CCI625-16	REPORTS OF SALE RECORD	Recorded reports of sale of property from estates submitted by executors, administrators, or guardians.	PERMANENT.	
CCI625-17	SMALL ESTATES AFFIDAVITS	Affidavits filed by the distributees of small estates.		
CCI625-17a	SMALL ESTATES AFFIDAVITS	Originals of affidavits that have been recorded in the Small Estates Record [CCI1625-19].	1 year after estate settled and closed.	
CCI625-17b	SMALL ESTATES AFFIDAVITS	Originals of affidavits that have not been recorded in the Small Estates Record [CCI1625-19].	PERMANENT.	
CCI625-18	SMALL ESTATES DOCKET	Docket books or sheets of hearings to approve small estates affidavits.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-19	SMALL ESTATES RECORD	Recorded affidavits filed by the distributees of small estates.	PERMANENT.	
CCI625-20	VITAL STATISTICS DOCKET OR MINUTES (PROBATE BIRTH DOCKET OR MINUTES; DELAYED BIRTH DOCKET OR MINUTES)	Docket books or sheets or minutes of hearings on applications for the issuance of delayed birth or death certificates or for the issuance of certified copies of illegitimate birth certificates heard.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CCI625-21	VITAL STATISTICS CASE PAPERS (PROBATE BIRTH CASE PAPERS; DELAYED BIRTH CASE PAPERS)	Documents relating to hearings on the issuance of delayed birth or death certificates or certified copies of illegitimate birth certificates.	2 years from date application denied or order for registration issued.	
CCI625-22	WILL RECORD	Recorded copies of wills.	PERMANENT.	

SECTION 3-4: MULTI-CASE/MULTI-COURT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
CC1650-01	APPEAL RECORD (TRANSCRIPT DOCKET)	Record or register of civil, criminal, or probate cases appealed to a higher court.	AV.	
CC1650-02	ATTORNEYS' ORDER BOOK (CITATION RECORD)	Record of attorneys' requests for the issuance of legal papers.	AV.	
CC1650-03	ATTORNEYS' RECEIPT BOOK	Attorneys' receipts for documents temporarily withdrawn from custody of the court.	AV.	
CC1650-04	COUNTY COURT DOCKET	Combined form of the Civil Docket [CC1575-04] and the Criminal Docket [CC1600-05].	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CC1650-05	COUNTY COURT FILE DOCKET (COUNTY COURT DOCKET-PENDING)	Original entry docket books or sheets of civil, criminal, and probate cases.	Follow retention periods for Civil File Docket (Civil Docket-Pending) [CC1575-05].	
CC1650-06	COUNTY COURT MINUTES (CIVIL AND CRIMINAL MINUTES)		PERMANENT.	
CC1650-07	DEPOSITION RECORD	Record or register of depositions filed.	AV.	
CC1650-08	EXECUTION DOCKET	Record of executions issued to enforce judgments.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CC1650-09	MOTION DOCKET	Docket books or sheets recording motions filed by attorneys.		
CC1650-09a	MOTION DOCKET	Combined civil/criminal motion docket.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CC1650-09b	MOTION DOCKET	Separate civil motion docket.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CC1650-09c	MOTION DOCKET	Separate criminal motion docket.	5 years.	
CC1650-10	SCIRE FACIAS DOCKET (BOND FORFEITURE DOCKET)		PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
CC1650-11	SCIRE FACIAS MINUTES (BOND FORFEITURE MINUTES)		PERMANENT.	
*CC1650-12	SHORTHAND NOTES OF OFFICIAL COURT REPORTERS	Shorthand notes of official court reporters.		
*CC1650-12a	SHORTHAND NOTES OF OFFICIAL COURT REPORTERS	Notes taken in a criminal case in which a person is convicted and sentenced to a term of more than two years and an appeal is not taken.	Length of sentence or date notes taken + 3 years, whichever longer.	By law, Government Code Section 52.046(a)(4).
*CC1650-12b	SHORTHAND NOTES OF OFFICIAL COURT REPORTERS	Notes in all other manner of cases.	Date notes taken + 3 years.	By law, Government Code Section 52.046(a)(4).
*CC1650-12c	SHORTHAND NOTES OF OFFICIAL COURT REPORTERS	Copies of Clerk's Record (formerly called transcripts) and Court Reporter Record (formerly called statements of fact).	AV.	Retention Note: While the responsibility for preserving Clerk's Record and Court Reporter Record lies with the court reporter, reporters may have left office and left these documents with the clerk of the court or in storage in county buildings. These documents may be disposed of after the expiration of the retention period given. State law also does not require that court reporters retain copies of any transcripts or statements of facts they prepare, but most do so for reference.

The party who offered an exhibit may withdraw it from the clerk's office within thirty days of the later of (1) a case becoming subject to this order, or (2) the effective date of this order. The clerk, unless otherwise directed by the court, may dispose of any exhibits remaining after such time period.

The order was effective June 1, 2005.

2) Deposition Transcripts and Depositions Upon Written Questions: In compliance with the provisions of Rule 191.4(e), Texas Rules of Civil Procedure, the Supreme Court hereby directs that deposition transcripts and depositions upon written questions be retained and disposed of by the clerk of the court in which the same are filed upon the following basis.

This order shall apply only to: (1) those cases in which judgment has been rendered on service of process by publication and in which no motion for new trial was filed within two years after judgment was signed; and, (2) all other cases in which judgment has been signed for one year and in which no appeal was perfected or in which a perfected appeal was dismissed or concluded by a final judgment as to all parties and the issuance of the appellate court's mandate such that the case is no longer pending on appeal or in the trial court.

The party who offered a deposition transcript or deposition upon written questions may withdraw it from the clerk's office within thirty days of the later of (1) a case becoming subject to his order, or (2) the effective date of this order. The clerk, unless otherwise directed by the court, may dispose of any deposition transcript or deposition upon written questions remaining after such time period.

The order was effective June 1, 2005.

* f) RETENTION OF CRIMINAL EXHIBITS - Exhibits in criminal cases in which a person was convicted must be retained and disposed of in accordance with the following provisions of the Texas Code of Criminal Procedure, art. 2.21:

1) To be eligible for disposal the exhibit must not be contraband or a firearm, must not have been ordered by the court to be returned to its owner, must not contain biological material (see paragraph 5 of this note), and is not an exhibit in another pending criminal action.

2) An eligible exhibit may be disposed of on or after the first anniversary of the date on which a conviction becomes final in the case, if the case is a misdemeanor or a felony for which the sentence imposed by the court is five years or less; or on or after the second anniversary of the date on which a conviction becomes final in the case, if the case is a non-capital felony for which the sentence imposed by the court is greater than 5 years.

3) Prior to disposal, county and district clerks in a county with a population of less than 1.7 million must provide written notice by mail to the attorney representing the state and the attorney representing the defendant of the intent to dispose. If a request for return is not received from either attorney before the 31st day after the date of notice, the clerk may dispose of the exhibit.

APPENDIX C.

KOFILE STANDARD TERMS AND CONDITIONS

FOR GOODS AND SERVICES

Last Revised Date May 25, 2022

Welcome to Kofile Technologies, Inc., (“**KOFILE**”). Kofile is a Delaware corporation with a business address of 6300 Cedar Springs Road, Dallas, Texas 75235.

These Standard Terms and Conditions (“Terms”) are incorporated into and a part of the contract between Kofile and the Customer under which Kofile provides services or products (collectively “Services”) to a Customer. A Customer is the governmental entity or company which has executed an Agreement with Kofile for Services. Customer and Kofile may each be referred to as a “Party” and together the “Parties.”

1. Agreement

The Agreement means the contract between a Customer and Kofile consisting of these Terms and any proposal, purchase order, or sales order (“Proposal”) signed by a Customer which incorporates these Terms. Except as agreed to in writing by the Parties, the Agreement does not include any other terms and conditions included in any purchase orders or other documents related to the Proposal made or accepted by the Customer. In the event there are conflicting terms between the Terms and Proposal, these Terms will control unless expressly provided for otherwise in the Proposal.

Scope and Timing of Services

a. During the term of the Agreement, Kofile will provide Customer with Services outlined and set forth in the Proposal. Unless otherwise specified in the Proposal, Kofile will arrange for the transportation of the Customer records for Service as necessary and Kofile may use third parties to provide certain portions of the Services. Kofile will use reasonable efforts to complete the Services within the time-period(s) indicated in a Schedule or as otherwise agreed to by the parties.

2. Term

a. The Agreement will become effective on the date (“Effective Date”) the Proposal is fully signed by an authorized representative of both parties and will remain in effect for the term identified in the Proposal (“Initial Term”). If no term is identified in the Proposal, the Agreement will remain in effect until any of the following occurs: a) delivery of product(s) or completion and acceptance by Customer of Services; b) or is terminated by either party.

Termination

b. This Agreement is subject to termination for convenience and without penalty by either party with no less than thirty (30) days written notice to the other party. Either party may terminate this Agreement for a material breach of the other party if such breach remains uncured after ten (10) days written notice to the other party. Kofile will use reasonable efforts

not to incur additional fees upon notice of termination. Customer will be responsible for payment of all Services performed through the termination date.

3. Payment Terms

- a. Fees. Customer will timely pay all undisputed amounts required under the Agreement. Kofile's Proposal pricing is provided as good faith estimate of cost based upon information about the project provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity and condition of records as determined after a full assessment performed by Kofile once it receives the Records. As a result, actual price may vary from an estimated price listed in a Proposal. Kofile will notify Customer within a reasonable period of time from when it determines actual price will exceed an estimated price.
- b. Invoicing and Payment. Unless otherwise provided for in the Proposal: a) payment of all fees is due in full upon the Effective Date of the Agreement; and b) Customer will pay all invoiced amounts due within 30 days of the date on the applicable invoice. Customer is responsible for providing complete and current billing and contact information.
- c. Taxes. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes ("Taxes"). Unless indicated otherwise in the Proposal, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining Customer's tax-exempt status. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.
- d. Suspension. Kofile may suspend provision of Services to Customer if Customer does not pay in full any undisputed balance within sixty (60) days of the date of an invoice until Customer satisfies any undisputed.

4. Appropriation

- a. The obligations of Customer under the Agreement are expressly contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, Customer may terminate this Agreement by written notice to Kofile. Notwithstanding the foregoing, Customer is responsible for and shall pay for all Services performed up through and including the date of termination.

5. Indemnification

- a. Kofile shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of Kofile's negligent performance of any Services provided pursuant to this Agreement. Kofile's indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to Kofile.

6. Limitation of Liability

- a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES PAID BY CUSTOMER TO KOFIL IN THE MOST RECENT TWELVE (12) MONTHS.
- b. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Insurance

- a. Kofil shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00, and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than \$5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofil in this Agreement. Kofil shall cause insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. Kofil will provide Customer with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.

8. Confidentiality

- a. Subject to legal process and any public records request laws, information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, will be maintained in confidence by the Receiving Party. Customer will provide Kofil sufficient notice of any public records request pertaining to Kofil information to allow Kofil time to identify to Customer any applicable exemptions to disclosure for Customer's consideration.
- b. Confidentiality Safeguards. Kofil will maintain appropriate physical, administrative and technical safeguards to protect Confidential Information constituting non-public personal information provided to it by Customer. Kofil will only use and disclose non-public information to its employees, agents, or subcontractors for the purpose of providing Service subject to the terms of the Agreement. Kofil will be permitted to compile and use aggregated or anonymized data from certain Services for Kofil's business purposes provided Customer is not identified as the source of such data. Upon creation, Kofil will be the owner of any aggregated or anonymized data and may copy, compile, and use such data for analytics, improving our services, or any other lawful purpose.

c. Healthcare Information. Personal healthcare information (PHI) and other healthcare information may be subject to regulations including the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA may require the parties to enter into a business associate agreement ("BAA") regarding PHI. Unless indicated otherwise in the Proposal, Customer represents it is not a covered entity as defined by HIPAA and will not provide healthcare records subject to HIPAA without prior notice to Kofile so the parties may determine whether a BAA is required.

9. Customer Property

a. All Customer property, including Records, sent to Kofile by Customer will remain the property of Customer. Upon written request, Kofile will return to Customer any Customer property it may possess or control. Kofile may destroy any electronic images or copies of Customer property ninety (90) days after the completion of the Services unless otherwise agreed upon by the parties. Kofile will provide Customer reasonable access to, or copies of, Records upon request while in the custody or control of Kofile.

10. Service Warranty

a. Kofile warrants to the Customer that all Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification, and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the Services were performed. If any work is reasonably determined by Customer to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to reworking of the unsatisfactory product without change to the original specifications and without regard to the amount of effort expended on the original work product.

THE GOODS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE SERVICE WARRANTY PROVIDED HEREIN, KOFIL AND ITS AFFILIATES AND AGENTS: 1) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; 2) DO NOT WARRANT THAT ACCESS TO GOODS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH SERVICES IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; 3) SHALL IN NO EVENT BE LIABLE FOR ANY INACCURACY, ERROR, OMISSION, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS OF CUSTOMER.

11. General

a. No Actions, Suits, Proceedings, or Debarment. Kofile warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies as of the date of the Agreement, Kofile is not on the federal government's list of suspended, ineligible, or debarred contractors.

b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

Assignment. Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.

c. Notices. All notices to Customer will be sent to the address identified on the Proposal. Notices to Kofile will be sent to the following address:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
Kofile@Legal.com

All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via email or overnight courier is deemed received twenty-four (24) hours after having been sent.

d. Force Majeure. Except for payment obligations for Services, any delay in or failure by either party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.

e. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.

f. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Payment Terms, 6 Indemnification, 7 Limitation of Liability, 9 Confidentiality, 10 Customer Property, 11 Service Warranty, and 12 General.

g. Severability. If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.

h. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.

- i. Modification of Terms. The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.
- j. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.
- k. Entire Agreement. The Proposal and these Terms constitute the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter.

SIGNED AND EXECUTED this _____ day of _____, 2022.

**COUNTY OF TARRANT
STATE OF TEXAS**

B. Glen Whitley
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly C. Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.