

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS FACILITIES COMMISSION
AND
STATE OFFICE OF RISK MANAGEMENT**

This Interagency Cooperation Contract ("Contract") is entered into by and between the Texas Facilities Commission ("TFC") and State Office of Risk Management ("Receiving Agency"), pursuant to the authority granted by and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov't Code Ann. §§ 771.001-.010 (West 2012 & Supp. 2016).

I. STATEMENT OF WORK TO BE PERFORMED.

1.01. **SCOPE OF SERVICES.** TFC shall provide, or cause to be provided, minor construction services (carpet replacement) for receiving agency's premises located on the Sixth (6th) Floor, William P. Clements Building, 300 West 15th Street, Austin, Texas 78701, as more particularly described in TFC Work Order No. 597315 (Portal Request 19883), attached hereto as "Exhibit A," and incorporated herein for all purposes.

II. BASIS FOR COMPUTING REIMBURSABLE COSTS.

2.01. **REIMBURSABLE COSTS.** The basis for computing reimbursable costs under this Contract shall be for actual costs incurred by TFC and developed from estimates received from third-party contractors.

III. CONSIDERATION.

3.01. **CONTRACT AMOUNT.** Receiving Agency agrees to pay TFC an amount not to exceed the sum of Sixty Six Thousand Four Hundred Fifty and No/100 Dollars (\$66,450.00) for providing the services required to fulfill the terms of this Contract.

3.02. **ACTUAL COSTS.** TFC and Receiving Agency agree that payment in installments by Receiving Agency to TFC for services is necessary to effectively and efficiently complete the services, that such payment throughout the term of this Contract would serve a legitimate public purpose as authorized by Section 2155.383 of the Texas Government Code. If actual costs for contracted services provided by third-party contractors for work requested by Receiving Agency will exceed the amount allocated for said service, TFC will provide notice and a revised estimate to Receiving Agency. Prior to exceeding the "maximum contract amount" the parties shall agree to amend this Contract pursuant to Section 8.09 to reimburse for such increased actual costs on a dollar for dollar basis. If actual costs for contracted services by third-party contractors are less than the maximum contract amount, TFC will return any amount that exceeds actual costs to Receiving Agency.

IV. PAYMENT FOR SERVICES.

4.01. **PAYMENT.** An Interagency Transaction Voucher or Invoice ("ITV") for these services will be prepared by TFC for the full amount of this Contract. Receiving Agency shall reimburse

TFC within thirty (30) days from receipt of ITV or invoice for the full amount of this Contract. If payment by Receiving Agency is not received within thirty (30) days, TFC may cancel the Contract without further notice to Receiving Agency, and Receiving Agency shall remain liable for all actual costs incurred by TFC in delivering services under this Contract. TFC shall process all expenditures under this Contract as non-TFC capital budget expenses in that Receiving Agency shall have processed these expenditures as capital expenditures pursuant to the General Appropriations Act ("GAA"), Acts 2017, S.B. 1, 85th Leg., R.S., art. IX, sec. 14.03.

4.02. UNIFORM STATE ACCOUNTING SYSTEM ("USAS"). To the extent possible, interagency payments involving only treasury funds will be processed as paperless document transfers in the USAS system subject to audit by the Fund Accounting Division of the Comptroller's Office. Payments from treasury funds for deposit into local bank accounts will be processed in USAS through the paperless purchase vouchers process. Interagency payments received from local funds for deposit into the State Treasury must be submitted according to policies and procedures for USAS deposits.

4.03. REIMBURSEMENT. (a) Reimbursements with funds contained in the State Treasury shall be made via USAS funds transfers, with Receiving Agency initiating the transfers. TFC will provide Receiving Agency with all the necessary USAS coding elements. Reimbursement with funds outside the State Treasury shall be made by Receiving Agency issuing warrants for payment to TFC.

(b) All reimbursements must be made through the use of local funds or drawn on the appropriated item(s) or account(s) of Receiving Agency from which the agency would ordinarily make expenditures for similar services or resources. Reimbursements will be credited to the appropriation year in which the expenses were incurred.

(c) To comply with the GAA, Acts 2017, S.B. 1, 85th Leg., R.S., art. IX, sec. 6.08, entities making payments from funding sources other than General Revenue Fund appropriations, shall remit an additional amount equal to the percentage of direct labor costs, necessary to cover the cost of the benefits.

4.04. CAPITAL BUDGET AUTHORITY. Pursuant to Rider 15 entitled *Capital Construction on Behalf of State Agencies* for TFC found in the GAA, Acts 2017, S.B. 1, 85th Leg., R.S., art. I (Facilities Commission), any capital items related to construction of buildings and facilities including minor construction projects greater than \$250,000 performed by TFC on behalf of other state agencies do not apply to TFC for the purpose of the capital budget rider limitations specified in the GAA, Acts 2017, S.B. 1, 85th Leg., R.S., art. IX, sec. 14.03. By signing this Contract, Receiving Agency certifies it has the requisite capital budget authority to fund the services to be provided under this Contract.

V. TERM OF CONTRACT.

5.01. TERM. This Contract shall be effective as of September 1, 2017, and shall terminate on December 31, 2017, unless terminated earlier by either party, as provided in Section 5.03.

5.02. DISPUTE RESOLUTION. The parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided

however, nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.

5.03. **EARLY TERMINATION.** (a) Either party may terminate this Contract upon thirty (30) days prior written notice to the other. Upon receipt of notice of early termination, TFC shall cancel, withdraw, or otherwise terminate outstanding orders or subcontracts which relate to the performance of this Contract and shall otherwise cease to incur costs under this Contract. Early termination will be subject to an equitable settlement of the respective interests of the parties accrued up to the date of termination.

(b) If this Contract is terminated for any reason, TFC will not be liable for any damages, claims, or losses, or any other amounts arising from or related to any such termination.

VI. FUNDING.

6.01. **NO DEBT.** This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or Receiving Agency and/or TFC in violation of Tex. Const. art. III, § 49. In compliance with Tex. Const. art. VIII, § 6, it is understood that all obligations of TFC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

VII. FORCE MAJEURE.

7.01. **FORCE MAJEURE.** Except as otherwise provided, neither TFC nor Receiving Agency is liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

VIII. MISCELLANEOUS PROVISIONS.

8.01. **INDEPENDENT CONTRACTOR.** It is further mutually understood and agreed that Receiving Agency is contracting with TFC as an independent contractor.

8.02. **INCORPORATION BY REFERENCE.** Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the services under this Contract.

(c) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.08. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties. No other agreement, statement, or promise that is not contained in this Contract shall be binding except a subsequent written amendment to this Contract signed by both parties.

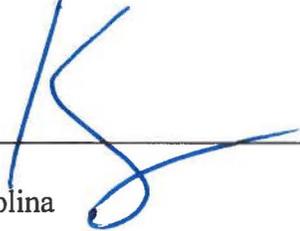
THE UNDERSIGNED do hereby certify that (i) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (ii) the proposed arrangements serve the interest of efficient and economical administration of those agencies, and (iii) the services, supplies or materials contracted for are not required by Tex. Const. art. XVI, § 21 to be supplied under contract to the lowest responsible bidder.

TFC certifies that it has the authority to enter into this Contract by virtue of the authority granted in Chapter 771, Tex. Gov't Code Ann. (West 2012 & Supp. 2016).

Receiving Agency further certifies that it has the authority to enter into this Contract by virtue of the authority granted in Chapter 771, Tex. Gov't Code Ann. (West 2012 & Supp. 2016).

TEXAS FACILITIES COMMISSION

STATE OFFICE OF RISK MANAGEMENT

By: 
Kay Molina

By: 
Stephen Vollbrecht

General Counsel

Executive Director

Date of execution: 8/24/12

Date of execution: 08/22/17

 G.C.
 Dir.
 D.E.D.

Approved as to form, SORM Legal 

TFC CONTRACT NO. 18-068-000

EXHIBIT A

WORK ORDER NO. 597315



Texas Facilities Commission

1711 San Jacinto
 Austin, Texas 78711-3047
 Phone: (512) 463-3446

Fax: (512) 475-0313

Work Order 597315

Chargeable

Service	MC - Carpet - Chargeable	Issued	6/22/2017 3:08:18 PM	Priority	3
Property	WPC	Due	9/20/2017	Type	Carpentry
Shop	Minor Construction	Status	Open	Taken By	NM
Supervisor	KUYKENDALL, KIRK	Substatus			
Agency No.	479				
Description	Portal request 19883				

Several areas throughout SORM (6th Floor): Attn: Adam Bush
 We would like to have a quote to replace carpet in most offices.

Asset	WILLIAM P. CLEMENTS BUILDING	Building Mgr	GONZALEZ, BAILEY
Description	WILLIAM P. CLEMENTS BUILDING	Phone	O: 512-463-9703, C: 512-569-3297
Location	6th Floor	Requested	6/22/2017 3:08:14 PM
Building	WPC	Requester	Audrea Blake
Parent		Phone	512-936-1564
Manufctr		<input type="checkbox"/> Shutdown	<input type="checkbox"/> Lockout/Tagout
Model No		<input type="checkbox"/> Warranty	<input type="checkbox"/> Safety
Serial/Decal No			

Labor	Org Code	Date	Hours:	Reg.	O.T.	Dbl.	Other
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Parts	Description	Location	Aisle/Shelf/Bin	Qty Iss	Qty Used
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Other Costs	Description	Est. Cost
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Contract Invoices	Date
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Comments: Portal request 19883

Date Completed: _____ Downtime: _____ Charge to: _____



6TH FLOOR PLAN

WILLIAM P. CLEMENTS

KINETEX
 PROPEL
 1708 OUTPACE

Mohawk
 HOT + HEAVY LIFT