

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
COMPTROLLER OF PUBLIC ACCOUNTS
AND
TEXAS FACILITIES COMMISSION**

This Interagency Cooperation Contract (IAC) is entered into by and between the **Comptroller of Public Accounts** and the **TEXAS FACILITIES COMMISSION** pursuant to the authority granted by and in compliance with the provisions of Texas Government Code Chapter 771.

**SECTION I
CONTRACTING PARTIES**

Performing Agency: **Comptroller of Public Accounts**

Receiving Agency: **TEXAS FACILITIES COMMISSION**

**SECTION II
STATEMENT OF SERVICES TO BE PERFORMED**

The Performing Agency will implement and maintain a state fleet data management system for the Receiving Agency to report fleet operating expenses and uses, as required by Texas Government Code § 2171.101.

The system will be accessible through a web-based interface, provide forms for efficient entry of data required by the State Vehicle Management Plan, allowing the Receiving Agency to batch load relevant data from internal legacy systems, provide fiscal and managerial reports for both direct asset management and oversight needs, and be flexible enough to accommodate future Receiving Agency or legislative needs.

All funds collected through interagency agreements for the statewide vehicle fleet data management system, Texas Fleet System (TxFS), will be expended solely on the fleet system contractor's annual maintenance charge, system enhancements, and direct cost incurred in delivering user training.

**SECTION III
BASIS FOR CALCULATING REIMBURSABLE COSTS**

The Receiving Agency will reimburse the Performing Agency for actual costs incurred in carrying out the services authorized in Scope of Services.

The parties have calculated the Performing Agency charges using its **2016** Fiscal Year vehicle count of **131** as of **8/26/2016**. The assessment rate is **\$5.20** per vehicle; or **\$25.00** total for entities owning four vehicles or less.

**SECTION IV
CONSIDERATION AND PAYMENT FOR SERVICES**

4.01 PAYMENT. Receiving Agency will pay a one-time lump sum payment of **\$681.20** to the Performing Agency within 30 days of execution of this agreement through the Interagency Transaction Voucher process in accordance with Texas Government Code § 771.008.

4.02 ITV INFORMATION. The AY17 RTI is 302832. The Vendor Number is 33043043042. The Mail Code is 000.

SECTION V TERM; TERMINATION; AMENDMENT

5.01 TERM

- a. This IAC is effective when fully executed by the parties and continues until **August 31, 2017**, unless terminated sooner upon receipt by one party of written notice sent by the other party at least 30 days prior to early termination date, or extended by agreement of both parties.
- b. Both parties acknowledge that a portion of services that are the subject of this IAC have been provided prior to the term of the IAC.
- c. This IAC is deemed accepted by both parties unless the Performing Agency receives a written objection from the Receiving Agency.

5.02 TERMINATION. Either party may terminate this IAC for its convenience by providing 30 days' written notice to other Party.

5.03 AMENDMENT. This IAC may be amended only in writing by an instrument signed by the parties.

SECTION VI ADDITIONAL PROVISIONS

6.01 AUDIT. The parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code. Performing Agency will have the right to conduct an on-site audit of Receiving Agency, including relevant documents and security compliance procedures relevant to the Services provided pursuant to this IAC, using procedures developed by the parties.

6.02 DISPUTE RESOLUTION. The parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this IAC; however, nothing in this paragraph will preclude either party from pursuing any remedies available under Texas law.

6.03 TEXAS PUBLIC INFORMATION ACT. Each party is responsible for complying with the provisions of Texas Government Code Chapter 552 (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Each party must handle responses to requests for confidential information in accordance with the provisions of the Texas Public Information Act.

6.04 AVAILABILITY OF FUNDS; LEGISLATIVE ACTION. Both parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either party becomes subject to a legislative change, revocation of statutory authority, or a lack of appropriated funds, which would render either party's delivery or performance under this IAC impossible or unnecessary, the party will terminate or cancel this IAC. In the event of a termination or cancellation under this paragraph, neither party will be liable to the other for any damages, which are caused by or associated with the

termination or cancellation. The party terminating or cancelling under this paragraph will not be required to provide advance notice.

6.05 ASSIGNMENT AND SUBCONTRACTING. Neither party will assign any interest in this IAC or subcontract without the prior written consent of the other party, unless authorized by law.

6.06 ENTIRE AGREEMENT. This IAC constitutes the entire agreement of the parties.

**SECTION VII
NOTICES**

Any notice required or permitted to be delivered under this IAC is deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the proper party at the addresses set forth below.

Performing Agency:	Comptroller of Public Accounts Bobby Pounds Interim Director, Texas Statewide Support Services (SSSD) Division bobby.pounds@cpa.texas.gov or (512) 463-4941
Mailing Address:	Nicklaus Watson Comptroller of Public Accounts P.O. Box 13186 Austin, TX 78711-3186
Receiving Agency:	TEXAS FACILITIES COMMISSION Charlvin Doty Fleet Manager 1711 San Jacinto charlvin.doty@tfc.state.tx.us
With Copy To:	Richard Ehlert Procurement Director richard.ehlert@tfc.state.tx.us William Monroe Chief Financial Officer bill.monroe@tfc.state.tx.us

Notice given in any other manner will be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as provided in this section.

**SECTION VIII
CERTIFICATIONS**

THE UNDERSIGNED CONTRACTING PARTIES certify that (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies, or materials covered by this contract are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder; and (4) this IAC neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Government Code Ch. 771 and § 2171.101, and 34 Texas Administrative Code §§ 20.341 and 20.345.

PERFORMING AGENCY further certifies that it has the authority to perform services contracted for by authority granted in Texas Government Code Ch. 771 and § 2171.101, and 34 Texas Administrative Code §§ 20.341 and 20.345.

**SECTION IX
SIGNATORIES**

The undersigned signatories have full authority to enter into this IAC on behalf of the respective parties.

**PERFORMING AGENCY:
COMPTROLLER OF PUBLIC ACCOUNTS**

By: 

9/1/2016

Name: Nicklaus Watson
OVFM Personnel and Deputy Comptroller Designee

**RECEIVING AGENCY:
TEXAS FACILITIES COMMISSION**

By: 
Name: KAY MOXIMA
Title: GENERAL COUNSEL

Date: 10/4/16