INTERAGENCY COOPERATION CONTRACT BETWEEN TEXAS FACILITIES COMMISSION AND DEPARTMENT OF INFORMATION RESOURCES

This Interagency Cooperation Contract (Contract) is entered into by and between the Texas Facilities Commission ("TFC") and the Department of Information Resources ("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. **PROPERTY MANAGEMENT SERVICES.** TFC shall provide property management services for the Disaster Recovery Operations Center ("DROC") located at 1001 West North Loop, Austin, Texas 78756, and the Sam Houston Building ("SHB") located at 201 E. 14th Street, Austin, Texas 78711 (hereinafter referred to as the "Building(s)") and the surrounding areas including the landscaped areas, parking lots, and/or garages (hereinafter referred to as the "Premises"). Property management services is defined as all services, supplies and labor as set forth in Exhibit A – Scope of Services, attached hereto and incorporated herein for all purposes. The financial, procedural and operational roles and responsibilities associated with this Contract is further described in Exhibit B – Roles and Responsibilities, attached hereto and incorporated herein for all purposes. All service records, maintenance records or other records that result from work performed under this Contract shall be maintained by TFC, following TFC's records retention policies. Most services are to be performed during regular business hours which are considered to be between 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays. Some operations will require work in the Building(s) after normal business hours, and TFC is responsible for property oversight on a twenty-four (24) hour basis.

1.02. **CONTRACT ADMINISTRATION.** (a) Receiving Agency shall designate a "Contract Administrator" for this Interagency Contract who will serve as the point of contact between TFC and Receiving Agency. The Receiving Agency Contract Administrator may designate additional representative(s) as point of contact between Receiving Agency and TFC personnel. The Receiving Agency Contract Administrator may contribute to the assessment of quality and acceptability of the results of the work performed.

(b) TFC shall designate a "Contract Administrator" for this Contract, who will serve as the point of contact between TFC and Receiving Agency for contractually related items. The TFC Property Manager will serve as the on-site "Contract Supervisor" and will manage the day to day facility operations.

1.03. **PERSONNEL.** TFC shall provide one (1) "Property Manager" to perform property management services who shall meet the requirements of the job description set forth in Exhibit C – Property Manager Job Description, attached hereto and incorporated herein by reference for all purposes.

1.04. **DATACENTER ACCESS.** Consistent with its master access control to all areas of TFC-managed facilities, TFC shall have access to all agency datacenters. TFC authorizes its staff and contractors to access agency datacenter areas only in the event of an emergency or for

maintenance purposes. Any TFC staff member or contractor personnel who enter agency datacenter areas must possess the highest level of security clearance available from TFC's Chief Security Officer.

II. BASIS FOR COMPUTING REIMBURSABLE COSTS.

2.01. **COMPUTING REIMBURSABLE COSTS.** The basis for computing reimbursable costs under this contract shall be for actual costs incurred by TFC for maintaining the equipment specified in Exhibit A – Scope of Services.

III. CONSIDERATION.

3.01. **CONTRACT AMOUNT.** Receiving Agency agrees to pay TFC an amount not to exceed the sum of Ninety Eight Thousand and No/100 Dollars ($98,000.00) for providing the services required to fulfill the terms of this Contract. For Fiscal Year 2018, Receiving Agency agrees to pay TFC an amount not to exceed the sum of Forty Nine Thousand and No/100 ($49,000.00) and for Fiscal Year 2019, Receiving Agency agrees to pay TFC an amount not to exceed the sum of Forty Nine Thousand and No/100 ($49,000.00).

3.02 **ACTUAL COSTS.** 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 4.03 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 monthly by the Performing Agency and submitted to Receiving Agency for payment within thirty (30) days from receipt of ITV or invoice. 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 August 31, 2019, 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.

8.03. **GOVERNING LAW AND VENUE.** This Contract shall be governed and construed in accordance with the laws of the State of Texas. **VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS CONTRACT SHALL BE FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS;** provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by either party.

8.04. **SEVERANCE.** Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect.

8.05. **HEADINGS.** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract.

8.06. **NOTICES.** Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to TFC or Receiving Agency, as the case may be, at the addresses set forth below:

TFC: Attention: Legal Services Division
Texas Facilities Commission
1711 San Jacinto Blvd.
Austin, Texas 78701

Receiving Agency: Attention: Wayne Egeler
Department if Information Resources
300 W. 15th Street, #1300
Austin, Texas 78701
(512) 936-0949

Notice given in any other manner shall 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 herein provided.

8.07. **AUDIT.** Pursuant to Section 2262.154 of the Texas Government Code, TFC and the Receiving Agency agree to the following:

(a) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;

(b) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and

(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 Tex. Gov't Code Ann. Chapters 771 and 2165.

Receiving Agency further certifies that it has the authority to enter into this Contract by virtue of the authority granted in Tex. Gov't Code Ann. Chapters 771 and 2170.

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

TEXAS FACILITIES COMMISSION

Kay Molina

General Counsel

Date of execution: 8/31/17

GC

DIR

DED

DEPARTMENT OF INFORMATION RESOURCES

nick villalpando

By: nick villalpando

Title: Chief Financial Officer

Date of execution: 9/22/2017 | 8:40 AM CDT

David Brown

Title: Assistant General Counsel

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT A

TFC CONTRACT NO. 18-081-000

STATEMENT OF WORK

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT A

SCOPE OF SERVICES
FULL SERVICE PROPERTY MANAGEMENT
DISASTER RECOVERY OPERATIONS CENTER

BUILDING OPERATION, MAINTENANCE AND PROPERTY SERVICES

TFC shall provide the following building operation and maintenance services under this Interagency Contract. Unless otherwise specified, these services shall be covered by the fees set forth in Exhibit D – Contract Budget to the Contract.

1. **CRITICAL AIR CONDITIONING SYSTEMS.** TFC shall provide for the following mechanical services:

(a) **PREVENTATIVE MAINTENANCE.** TFC shall perform preventative maintenance on all air conditioning equipment described in Attachment A-1.

(b) **DEMAND MAINTENANCE PROGRAM.** In addition to the preventative maintenance program, TFC shall maintain, operate and repair all air conditioning equipment described in Attachment A-1. In addition, TFC will perform twenty-four (24) hour coverage of critical air conditioning units with offsite monitoring, where available, and after-hour emergency response.

2. **FIRE PROTECTION SYSTEMS.** TFC shall be responsible for, at a minimum, the following fire protection system services for the gas fire suppression system and pre-action sprinkler system dedicated to the data room:

(i) provide off-site monitoring, inspection, testing and maintenance of the gas fire suppression systems;

(ii) maintain fire system devices per applicable National Fire Protection Association (hereinafter referred to as "NFPA") standards; and

(iii) provide twenty-four (24) hour support to fire systems.

3. **GENERATOR SYSTEM.** TFC shall provide for the following services:

(a) **PREVENTATIVE MAINTENANCE.** TFC shall perform preventative maintenance, periodic testing and/or inspection as required by other state, local and federal government agencies.

(b) **DEMAND MEP MAINTENANCE PROGRAM.** In addition to the preventative maintenance program, TFC shall maintain, operate and repair the generator as required.

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

SCOPE OF SERVICES
GENERATOR MAINTENANCE
SAM HOUSTON BUILDING

1. **GENERATOR SYSTEM.** TFC shall provide for the following services:

(a) **PREVENTATIVE MAINTENANCE.** TFC shall perform preventative maintenance, periodic testing and/or inspection as required by other state, local and federal government agencies.

(b) **DEMAND MEP MAINTENANCE PROGRAM.** In addition to the preventative maintenance program, TFC shall maintain, operate and repair the generator as required.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

ATTACHMENT A-1

TFC CONTRACT NO. 18-081-000

EQUIPMENT LISTS

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

Attachment A-1
Equipment List

HVAC Equipment						
Equipment Type	**Building**	**Qty**	**Make**	**Model#**	**Serial#**	**Tonnage**
CRAC #1	DROC	1	Schneider Elec.	TDWV1622G	C11406150003	
CRAC #2	DROC	1	Schneider Elec.	TDWV1622G	C11405150002	
CRAC #3	DROC	1	Schneider Elec.	TDWV1622G	C11405150003	
CRAC #4	DROC	1	Schneider Elec.	TDWV1622G	C11406150004	
CRAC #5	DROC	1	Schneider Elec.	TDWV1622G	C11405150001	
CRAC #6	DROC	1	Schneider Elec.	TDWV1622G	C11405150004	
CRAC #7	DROC	1	Schneider Elec.	TDWV1622G	C11406150002	
CRAC #8	DROC	1	Schneider Elec.	TDWV1622G	C11406150001	

Electrical Equipment						
Equipment Type	**Building**	**Qty**	**Make**	**Model#**	**Serial#**	**Size**
Generator	DROC	1	Baldour	1DLC1600-2M	P1202270001	1600kw
Generator	SHB	1	Onan	750DHFA	F970640273	750kw

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT B

TFC CONTRACT NO. 18-081-000

ROLES AND RESPONSIBLITIES

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT B
Roles and Responsibilities
Disaster Recovery Operations Center

I. MANAGEMENT INFORMATION	Financial	Procedural	Operational
A. TFC Management Office/Location/Hours	n/a	n/a	n/a
B Hours of Building Operation	n/a	Tenant	Tenant
C. Building Rules	n/a	Tenant	Tenant
D. Prohibited Weapons	n/a	TFC	TFC
II. SECURITY			
A. Security Access Systems	Tenant	Tenant	Tenant
B. Key Control	TFC	TFC	TFC
C. Badging Employees	Tenant	Tenant	Tenant
D. Video Systems	Tenant	Tenant	Tenant
C. After Hours Building Access	Tenant	Tenant	Tenant
D. Parking Related	n/a	TFC	TFC
E. Security Guard Service	n/a	n/a	n/a
F. Reporting Incidents/Calling Police	n/a	Shared	Shared
III. BUILDING OPERATION AND MAINTENANCE			
A. Preventative Maintenance	TFC	TFC	TFC
Preventative Maintenance (specified equipment only)	Tenant	TFC	TFC
B. Heating, Ventilation and Air Conditioning (HVAC)	TFC	TFC	TFC
Heating, Ventilation and Air Conditioning (CRAC)	Tenant	TFC	TFC
C. Plumbing	TFC	TFC	TFC
D. Electrical	TFC	TFC	TFC
D. Electrical (Generator)	Tenant	TFC	TFC
E. Elevators, Stairwells & Corridors	TFC	TFC	TFC
F. Painting	TFC	TFC	TFC
G. Carpentry, Hardware & Floor Covering	TFC	TFC	TFC
H. Pest Control	TFC	TFC	TFC
I. Grounds Maintenance	TFC	TFC	TFC
J. Custodial Services	TFC	TFC	TFC
I. Fire Control Systems & Equipment	TFC	TFC	TFC
IV. RECYCLING AND WASTE MANAGEMENT			
A. Recycling	TFC	TFC	TFC
B. Waste Removal	TFC	TFC	TFC
C.Document Distruction	Tenant	Tenant	Tenant
V. TENANT MOVE-IN AND MOVE-OUT			
A. General Moving Procedures	n/a	TFC	Tenant
B. Moving/Delivering Equipment or Furniture	Tenant	Tenant	Tenant
VI. EMERGENCY PROCEDURES			
A. General Guidelines	n/a	TFC	Shared
B. Point of Contact	n/a	Shared	Shared
C. Reporting an Emergency	n/a	TFC	Shared
D. Fire/Fire Control Systems	n/a	TFC	Shared
E. Medical Emergencies	n/a	Shared	Shared
F. Bomb Threat/Letter Bomb	n/a	TFC	Shared
VII. ADDITIONAL SERVICES AND PROGRAMS			
A. Building Modifications and Space Management	Tenant	Shared	TFC
B. Minor Construction Projects	Tenant	Shared	TFC
C. Building Directory/Signage	Tenant	Shared	TFC
D. Conference Room Scheduling	Tenant	Shared	Tenant
E. State Surplus Property	Tenant	Tenant	Shared
F. Deferred Maintenance/Capitol Projects	Shared	TFC	TFC
I. Energy Management/Utilities	TFC	TFC	TFC

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT B
Roles and Responsibilities
Generator at the Sam Houston Building

I. MANAGEMENT INFORMATION	Financial	Procedural	Operational
A. TFC Management Office/Location/Hours	n/a	n/a	n/a
B Hours of Building Operation	n/a	n/a	n/a
C. Building Rules	n/a	n/a	n/a
D. Prohibited Weapons	n/a	n/a	n/a
II. SECURITY			
A. Security Access Systems	n/a	n/a	n/a
B. Key Control	n/a	n/a	n/a
C. Badging Employees	n/a	n/a	n/a
D. Video Systems	n/a	n/a	n/a
C. After Hours Building Access	n/a	n/a	n/a
D. Parking Related	n/a	n/a	n/a
E. Security Guard Service	n/a	n/a	n/a
F. Reporting Incidents/Calling Police	n/a	n/a	n/a
III. BUILDING OPERATION AND MAINTENANCE			
A. Preventative Maintenance (Generator Only)	Tenant	Shared	TFC
B. Heating, Ventilation and Air Conditioning (HVAC)	n/a	n/a	n/a
C. Plumbing	n/a	n/a	n/a
D. Electrical (Generator Only)	Tenant	Shared	TFC
E. Elevators, Stairwells & Corridors	n/a	n/a	n/a
F. Painting	n/a	n/a	n/a
G. Carpentry, Hardware & Floor Covering	n/a	n/a	n/a
H. Pest Control	n/a	n/a	n/a
I. Grounds Maintenance	n/a	n/a	n/a
J. Custodial Services	n/a	n/a	n/a
I. Fire Control Systems & Equipment	n/a	n/a	n/a
IV. RECYCLING AND WASTE MANAGEMENT			
A. Recycling	n/a	n/a	n/a
B. Waste Removal	n/a	n/a	n/a
C.Document Distruction	n/a	n/a	n/a
V. TENANT MOVE-IN AND MOVE-OUT			
A. General Moving Procedures	n/a	n/a	n/a
B. Moving/Delivering Equipment or Furniture	n/a	n/a	n/a
VI. EMERGENCY PROCEDURES			
A. General Guidelines	n/a	n/a	n/a
B. Point of Contact	n/a	n/a	n/a
C. Reporting an Emergency	n/a	n/a	n/a
D. Fire/Fire Control Systems	n/a	n/a	n/a
E. Medical Emergencies	n/a	n/a	n/a
F. Bomb Threat/Letter Bomb	n/a	n/a	n/a
VII. ADDITIONAL SERVICES AND PROGRAMS			
A. Building Modifications and Space Management	n/a	n/a	n/a
B. Minor Construction Projects	n/a	n/a	n/a
C. Building Directory/Signage	n/a	n/a	n/a
D. Conference Room Scheduling	n/a	n/a	n/a
E. State Surplus Property	n/a	n/a	n/a
F. Deferred Maintenance/Capitol Projects	n/a	n/a	n/a
I. Energy Management/Utilities	n/a	n/a	n/a

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT C

TFC CONTRACT NO. 18-081-000

PROPERTY MANAGER JOB DESCRIPTION

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT C

Property Manager Job Description

General Description: Performs routine (journey-level) property management duties for state-owned facility (or a complex of facilities) within the agency's inventory. Work involves managing and coordinating property operations, maintenance, and administrative functions. Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

Essential Duties:

- Serves as property manager for a large facility, or a complex of smaller facilities, that are within the agency's inventory.
- Develops and maintains professional tenant relations.
- Assists with oversight and coordination of tenant space management, renovations, and changes.
- Conducts property inspections of interior and exterior of facility/facilities.
- Creates/receives, prioritizes, distributes, and assures completion of work orders for improvements, repairs, or changes.
- Inspects the performance and work of contractors and agency staff.
- Coordinates scheduling and access for contractors and other facilities or services.
- Prepares weekly status reports and other reports to division management.
- Schedules and conducts Tenant Council meetings and acts as a liaison between the building tenant(s) and all agency programs.
- Responds to inquiries regarding facility management policies and procedures.
- Ensures all policies and procedures, pertinent laws and regulations are met, including the Americans with Disabilities Act (ADA), Texas Department of Licensing and Regulation (TDLR), Fire Code, and the agency Tenant Manual.
- May supervise the work of others.
- Performs related work as assigned.

Required Qualifications: (Minimum Qualifications)

Education and Experience:

- Graduation from an accredited four-year college or university with major course work in business administration or a related field.
- Two (2) years' experience in commercial building property management or a related field.
- Education and experience may be substituted for one another on a year-for-year basis.

Knowledge, Skills and Abilities:

- **Working knowledge of the principles and practices of property management.**
- **Knowledge of ADA, Building, and National Fire Codes,**
- **Knowledge of construction practices, including inspections and repairs.**
- **Knowledge of the agency's policies and procedures, state administrative rules.**
- **Knowledge of administrative practices and procedures.**

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

- **Skill in the use of personal computers and applicable programs, applications, and systems, including email, spreadsheet, word processing, and database software.**
- **Skill in coordinating technical activities with contractors.**
- **Skill in managing and working in a team environment.**
- **Skill in using effective organizational, time management and planning methods.**
- **Ability to establish goals and objectives;**
- Ability to coordinate the work of others.
- Ability to maintain effective working relationships with peers, agency personnel, tenants, and the general public.
- **Ability to provide customer service.**
- **Ability to supervise the work of others.**
- **Ability to communicate effectively, both orally and in writing.**

Registration, Certification or Licensure:

- Building Owners and Managers Association (BOMA) Property Management Certification preferred.
- Valid State of Texas Class "C" driver's license.

Physical Requirements and/or Working Conditions:

- This classification functions in a standard office environment.
- There are no unusual dangers involved.
- May be required to work hours other than normally-scheduled work hours.
- Will be required to maintain radio or cellular phone contact 24/7.
- Must have the ability to work flexible hours during Legislative Session.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT D

TFC CONTRACT NO. 18-081-000

CONTRACT BUDGET

DocuSign Envelope ID: 420E3810-785C-4F95-834D-320D8B0874AA

EXHIBIT D
Contract Budget

Sam Houston Generator		
Trade	Estimated Budget FY18	Estimated Budget FY19
Generator PM	$ 3,000.00	$ 3,000.00
Generator Repair	$ 5,000.00	$ 5,000.00
SHB BUDGET	$ 8,000.00	$ 8,000.00

DROC Building Equipment		
Trade	Estimated Budget FY18	Estimated Budget FY19
Generator PM	$ 9,000.00	$ 9,000.00
Repair Budget	$ 7,000.00	$ 7,000.00
In-House Labor	$ 20,000.00	$ 20,000.00
Parts	$ 5,000.00	$ 5,000.00
DROC BUDGET	$ 41,000.00	$ 41,000.00

TOTAL BUDGET	**$ 49,000.00**	**$ 49,000.00**

DIR FY18 Budget	$ 49,000.00
DIR FY19 Budget	$ 49,000.00
Variance	$ -