

**INTERAGENCY COOPERATION CONTRACT  
BETWEEN  
TEXAS FACILITIES COMMISSION  
AND  
TEXAS DEPARTMENT OF INSURANCE**

This Interagency Cooperation Contract (“Contract”) is entered into by and between the Texas Facilities Commission (“TFC”) and the Texas Department of Insurance (“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 security guard services for the William P. Hobby Building Parking Garage L located at 333 Guadalupe Street, Austin, Texas 78714 and Parking Garage N located at 300 San Antonio Street, Austin, Texas 78701 (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”). Security services are defined as all services, supplies and labor as set forth in Exhibit A – Scope of Services, attached hereto and incorporated herein for all purposes. All records that result from security work performed under this Contract shall be maintained by TFC, following TFC’s records retention policies.

1.02. **CONTRACT ADMINISTRATION.** (a) Receiving Agency shall designate a “Contract Administrator” for this 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 Interagency 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 B – Property Manager Job Description, attached hereto and incorporated herein by reference for all purposes.

**II. BASIS FOR COMPUTING REIMBURSABLE COSTS.**

2.01. **COMPUTING REIMBURSABLE COSTS.** Payments made to TFC shall be for actual facilities management services estimated by TFC in cooperation with Receiving Agency as depicted in Exhibit C – Contract Budget, attached hereto and incorporated herein for all purposes. Funds received by TFC shall only be used to cover the cost of services and resources provided to Receiving Agency. Any funds not used will be returned to Receiving Agency at the end of the fiscal year. This Contract will determine the amount of work performed and materials furnished that are to be paid under the Contract. Any modification, addition or deletion of an

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item in the scope of work will require an amendment to the terms of this Contract and may require a budget adjustment.

### III. CONSIDERATION.

3.01. **CONTRACT AMOUNT.** Receiving Agency agrees to pay TFC an amount not to exceed the sum of Five Hundred Twenty Five Thousand Two Hundred Sixty Two and 40/100 Dollars (\$525,262.40) 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 Two Hundred Sixty Two Thousand Six Hundred Thirty One and 20/100 Dollars (\$262,631.20) and for Fiscal Year 2019, Receiving Agency agrees to pay TFC an amount not to exceed the sum of Two Hundred Sixty Two Thousand Six Hundred Thirty One and 20/100 Dollars (\$262,631.20).

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 quarterly by the Performing Agency. Receiving Agency shall reimburse TFC 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, 85<sup>th</sup> 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, 85<sup>th</sup> 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, 85<sup>th</sup> 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, 85<sup>th</sup> 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
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Receiving Agency: Attention: Mike Powers  
Texas Department of Insurance  
William P. Hobby Building  
333 Guadalupe St.  
Austin, Texas 78701  
Phone: (512) 676-6128

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. Ins. Code Ann. Chapter 31.

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TEXAS FACILITIES COMMISSION

TEXAS DEPARTMENT OF INSURANCE

  
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Kay Molina

General Counsel

  
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By: PATRICIA DAVID

Title: Deputy Commissioner

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**EXHIBIT A**

**TFC CONTRACT NO. 18-080-000**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES SECURITY GUARD SERVICE**

1. **SECURITY GUARD SERVICES.** TFC shall provide contract security personnel with post orders approved by the TFC Contract Administrator and TFC Office of Risk Management. TFC shall provide the following security services:

- (i) all personnel employed to perform security duties shall be licensed as commissioned or non-commissioned security officers by the Texas Department of Public Safety;
- (ii) staff the guard station, centrally located in the Building(s) lobby, and oversee visitor sign-in and out;
- (iii) assistance with emergency evacuation;
- (iv) coordination with local life-safety and law enforcement officials;
- (v) parking lot and/or garage monitoring;
- (vi) building entrance monitoring;
- (vii) raising and lowering of flags on each business day per flag protocol, as dictated by the Office of the Governor of Texas;
- (viii) monitoring of all CCTV cameras; and
- (ix) additional guard service, as needed, for special events or as tenant services.

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**EXHIBIT B**

**TFC CONTRACT NO. 18-082-000**

**PROPERTY MANAGER JOB DESCRIPTION**

## EXHIBIT B

### 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.

- ◆ 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.

**EXHIBIT C**

**TFC CONTRACT NO. 18-082-000**

**CONTRACT BUDGET**

**Security Officer Schedule**

**WP Hobby Building, Garages L and N**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Hourly rate	Wk
Post A Lead Guard		7a-5p 10.0		50.0	\$ 18.21	\$ 910.50				
Post B Lobby/Rover		4a-12p 8.0		40.0	\$ 17.86	\$ 714.40				
Post C Officer Desk		7a-5p 10.0		50.0	\$ 14.99	\$ 749.50				
Post-D Day-Rover		<del>12p-6p</del> 0-0		0.0		\$ -				
Post E Officer Garage L		6a-3p 9.0		45.0	\$ 14.99	\$ 674.55				
Post F Officer Garage N		6a-3p 9.0		45.0	\$ 14.99	\$ 674.55				
Post G Night Rover	6p-6a 0-0	5p-12a 7.0	6p-6a 0-0	35.0	\$ 14.99	\$ 524.65				
Post-G Day-Rover	<del>6a-6p</del> 0-0						<del>6a-6p</del> 0-0	0.0		\$ -
	0.0	53.0	53.0	53.0	53.0	53.0	0.0			
<b>Total Weekly Hours</b>								<b>265.00</b>		<b>\$ 4,248.15</b>

Monthly cost	\$ 16,992.60
Vehicle	\$ 325.00
Supervisor 1/2	\$ 1,610.00
<b>Total montly invoice</b>	<b>\$ 18,927.60</b>

FY 18 total	\$ 227,131.20
Contingency	\$ 35,500.00
Total FY 18	\$ 262,631.20
Total FY 19	\$ 262,631.20
<b>Total Bienniem</b>	<b>\$ 525,262.40</b>