

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS FACILITIES COMMISSION
AND
CREDIT UNION DEPARTMENT**

This Interagency Cooperation Contract (Contract) is entered into by and between the Texas Facilities Commission (TFC) and Credit Union Department (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 (Vernon 2014).

I. STATEMENT OF WORK TO BE PERFORMED.

1.01. **PROPERTY MANAGEMENT SERVICES.** TFC shall provide property management services for the Texas Credit Union Building, located at 914 East Anderson Lane, Austin, Texas, 78752 (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 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. 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 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) dedicated "Maintenance Specialist" to perform maintenance, operation and repair services who shall meet the requirements of the job description in Exhibit B – Maintenance Specialist Job Description, attached hereto and incorporated herein by reference for all purposes, and who shall work in conjunction with the Property Manager to ensure that all maintenance and operations of the facility are performed as per the requirements of this Contract.

II. BASIS FOR COMPUTING REIMBURSABLE COSTS.

2.01. **COMPUTING REIMBURSABLE COSTS.** Services provided under this contract will be billed at rates calculated by TFC based on the chargeable rate per employee as determined by TFC multiplies by the applicable number of hours of work and such other expenses as necessary to recover actual costs associated with the delivery of services.

III. CONSIDERATION.

3.01. **CONTRACT AMOUNT.** The total amount of this contract shall not exceed the sum of Fourteen Thousand and No/Dollars (\$14,000.00) for providing the services required to fulfill the terms of this Contract. The budget for Fiscal Year 2016 shall not exceed Seven Thousand and No/Dollars (\$7,000.00) and the budget for Fiscal Year 2017 shall not exceed Seven Thousand and No/Dollars (\$7,000.00).

3.02. **COST ADJUSTMENTS.** 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 will agree to amend this Contract pursuant to Section 8.08 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 the Performing Agency and submitted to Receiving Agency for payment upon execution of this Contract for Fiscal Year 2016 funds and on September 1, 2016 for the Fiscal Year 2017 funds. ITVs or invoices for additional services shall be invoiced at the time such services are performed. Receiving Agency shall reimburse TFC within thirty (30) days from receipt of all ITVs or invoices.

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.** 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.

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.

To comply with SB 1, 83rd 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.

V. TERM OF CONTRACT.

5.01. **TERM.** This Contract shall be effective as of September 1, 2015, and shall terminate on August 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.** 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.

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

Receiving Agency: Credit Union Department
914 E. Anderson Lane
Austin, Texas 78752
Attention: Linda Clevlen
(512) 837-9236

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 2262.003 of the TEX. GOV'T 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.

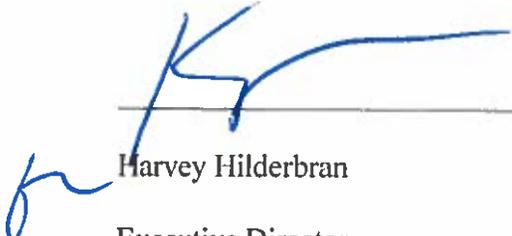
THE UNDERSIGNED do hereby certify that, (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas 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. CODE ANN., Chapter 771 and TEX. GOV. CODE ANN., Chapter 2165.

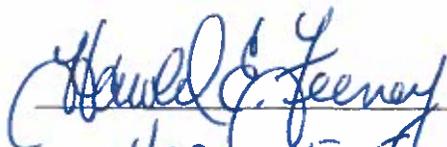
Receiving Agency further certifies that it has the authority to enter into this Contract by virtue of the authority granted in TEX. GOV. CODE ANN., §15.414.

TEXAS FACILITIES COMMISSION

CREDIT UNION DEPARTMENT



Harvey Hilderbran
Executive Director



By: HAROLD E. FEENEY
Title: COMMISSIONER

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

EXHIBIT A

TFC CONTRACT NO. 16-006-000

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES PROPERTY MANAGEMENT SERVICES

SPECIFICALLY INCLUDED SERVICES

TFC shall provide the following building operation and maintenance services under this Interagency Contract.

1. **PREVENTATIVE MAINTENANCE.** TFC shall perform preventative maintenance, periodic testing and/or inspection as required by other state, local and federal government agencies to include, but not limited to, the following:

- (i.) all HVAC systems, including but not limited to the HVAC equipment described in Attachment A-1 – Equipment List.

- (ii.) Includes filter change, cleaning of coils, drain pans and lines, monitoring refrigerant levels and testing system operations.

2. **FIRE PROTECTION SYSTEMS.** TFC shall be responsible for, at a minimum, the following fire protection system services:

- (i.) provide twenty-four (24) hour support to fire and security systems;

- (ii.) maintain, inspect and service fire extinguishers per applicable National Fire Protection Association (hereinafter referred to as “NFPA”) standards;

3. **EMERGENCY AND ON-CALL SERVICE.** TFC shall provide twenty-four (24) hour emergency services, as well as have availability of on-call maintenance and custodial services. TFC’s twenty-four (24) hour Emergency Maintenance Hotline is 512-463-3600. Emergency services shall be performed by TFC and may include, but are not limited to, repairs to electrical, plumbing, HVAC, elevator, and exterior doors or windows and may result from building system failures, natural disasters, vandalism, and other similar activities. An emergency is defined by TFC as "a reasonably unforeseen situation which presents an imminent peril to the public health, safety, or welfare, or presents an imminent peril to property, or which requires an immediate action to prevent a hazard to life, health, safety, welfare, or property." Emergency services shall be available on a twenty-four (24) hour basis with response by TFC staff or service provider within one (1) hour. When an Emergency occurs, TFC shall notify the Receiving Agency Contract Administrator within sixty (60) minutes.

SERVICES BY REQUEST ONLY

TFC shall provide the following building operation and maintenance services on an as needed basis and as requested by Receiving Agency.

1. **MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.** TFC shall provide for the following mechanical, electrical and plumbing system services:

(a.) **DEMAND MEP MAINTENANCE PROGRAM.** In addition to the preventative maintenance program, TFC shall maintain, operate and repair the following base building systems:

- (i.) the distribution systems, which shall be adjusted, balanced, and monitored regularly;
- (ii.) all HVAC systems, water systems, electrical, lighting systems, and all other similar equipment in the Building(s) or on the Premises;
- (iii.) pneumatic control systems including the associated air compressor, if applicable;
- (iv.) electronic control (building automation) systems, including computer front end, communication panels and dedicated network, if applicable; and
- (v.) the emergency back-up generator, if applicable.

(b.) **OTHER MEP SERVICES.** TFC shall provide the following MEP services:

- (i.) twenty-four (24) hour coverage of central heating and cooling plants, with offsite monitoring where available and after-hour emergency response; and
- (ii.) perform the necessary chemical treatments for cooling towers.

2. **GENERAL MAINTENANCE (CARPENTRY).** TFC shall perform general maintenance as the Contract Budget allows to include, but not be limited to, the following:

- (i.) repair and/or replace standard floor and wall coverings, as needed;
- (ii.) repainting of wall surfaces every seven (7) years, or as needed;
- (iii.) repair and/or replace standard window treatments, as needed;
- (iv.) repair and/or replace all doors and hardware, as needed, including restroom stall doors and partitions;
- (v.) repair and/or replace ceiling tiles and suspension systems, as needed; and,

- (vi.) repair and/or replace building and garage envelopes, including windows, exterior materials and finishes, roof, pavement, sidewalks and associated appurtenances.
3. **SECURITY CONTROLS AND EQUIPMENT** TFC shall provide, service and maintain the security controls and equipment at the building(s) as follows:
- (i.) building access control system equipment to include all electronic door hardware, card readers, security panels, recording equipment and any other equipment to maintain a functioning system;
 - (ii.) management and issuing of access cards and the maintenance of the database;
 - (iii.) the management and issuing of parking permits and the maintenance of the database;
 - (iv.) building surveillance system equipment to include all cameras, recording equipment and any other equipment to maintain a functioning system;
 - (v.) coordination of locksmith requirements for the Building(s) per procedures developed by TFC with keys and cores to be provided by TFC; and,
 - (vi.) maintenance of the white noise system, which may include an emergency broadcast system.
4. **PEST CONTROL.** TFC shall be responsible for pest control for the Building(s) and surrounding premises, including but not limited to, termite, fire ant, Africanized Bee, bat, rodent, wasp, hornet, and pigeon control. The *Principles of Integrated Pest Management*, as adopted by the Environmental Protection Agency, shall be used by TFC to determine the best methods for disease and pest control. TFC shall frequently inspect all plant materials to detect disease and/or pest infestation. All methods and application procedures shall comply with the rules and regulations of the Texas Department of Agriculture. Services will include the following:
- (i.) responses to tenant agency requests for pest management;
 - (ii.) quarterly exterior perimeter treatment;
 - (iii.) quarterly cafeteria treatment in dining areas only;
 - (iv.) trapping live animals and the removal of dead animals and birds; and,
 - (v.) monthly rodent control.

These services may be performed by in-house, licensed TFC staff or may be performed by a licensed contractor.

5. **GRAFFITI SERVICES.** Any graffiti on the Building(s) or surrounding premises shall be removed by TFC within forty-eight (48) hours of work request. TFC shall use appropriate and acceptable standards approved by TFC prior to cleanup.

6. **OTHER SERVICES.** Other services available by request:
 - (a.) custodial;
 - (b.) grounds; and,
 - (c.) security guard.

ATTACHMENT A-1

TFC CONTRACT NO. 16-006-000

EQUIPMENT LIST

Attachment A-1 Equipment List

HVAC Equipment

Equipment Type	Bldng	Qty	Make	Year	Model#	Serial#	Tonnage
Split System	CUB	1	Lennox	unknown	tag missing	tag missing	approx 3
RTU	CUB	1	Rudd	2004	RJKA-A060JK000	5580F250408161	6
RTU	CUB	1	York	2000	B3CH060A06C	SNCMM031546	6

EXHIBIT B

TFC CONTRACT NO. 16-006-000

MAINTENANCE SPECIALIST JOB DESCRIPTION

EXHIBIT B

Maintenance Specialist Job Description

General Description: Performs complex (journey-level) building maintenance and repair work. Work may involve maintaining and repairing buildings, utility systems, and stationary equipment; carpentry, locksmith, and remodeling; requisitioning materials and supplies; and maintaining records. Works under general supervision with moderate latitude for the use of initiatives and independent judgment.

Essential Duties:

- ◆ Performs maintenance and repair work, including plumbing, electrical, steam, air conditioning, and mechanical.
- ◆ Assists with repair work on fire control and HVAC control systems.
- ◆ Performs carpentry work such as the installation, alteration, repair, and maintenance of buildings, doors, windows, wood fixtures, furniture, and locks.
- ◆ Performs inspections of equipment, operating machinery, systems, and building accessories and appliances to ensure proper maintenance and repair.
- ◆ Maintains and repairs electrical outlets, control panels, switches, light fixtures, and accessories.
- ◆ Provides professional responses to building tenants, clients and staff as necessary.
- ◆ May schedule, coordinate, and oversee the work of contracted vendors.
- ◆ Operates a State motor vehicle in order to perform all essential functions.
- ◆
- ◆ Performs related work as assigned.

Required Qualifications: (Minimum Qualifications)

Education and Experience:

- ◆ Graduation from a standard senior high school or completion of GED.
- ◆ Two (2) years experience in a building trade or maintenance field.
- ◆ Education and experience may be substituted for one another on a year-for-year basis.

Knowledge, Skills and Abilities:

- ◆ Working knowledge of the repair, maintenance, and operation of buildings; of building materials, plumbing and electrical fixtures.
- ◆ Working knowledge of the efficient operation and maintenance of HVAC, electrical, and air conditioning systems.
- ◆ Working knowledge of preventative maintenance and repair work, including masonry, carpentry, and painting.
- ◆ Skill in the maintenance and repair of mechanical, electrical, plumbing, HVAC, carpentry, painting, fire alarm or control systems .
- ◆ Skill in the use of tools and equipment.
- ◆ Skill in handling multiple tasks.

- ◆ Ability to apply proper methods, techniques and procedures in the maintenance and repair of buildings and related equipment; and to perform maintenance.
- ◆ Ability to operate motor vehicle.
- ◆ Ability to provide customer service.
- ◆ Ability to follow instructions.
- ◆ Ability to communicate effectively, both orally and in writing.

Registration, Certification or Licensure:

- ◆ Valid State of Texas Class "C" driver's license.

Physical Requirements and/or Working Conditions:

- ◆ This position requires the ability to stoop, bend, lift, and stand for prolonged periods of time.
- ◆ Must be able to move 55 lbs. and, occasionally, 100 lbs. of products and materials.
- ◆ Must be able to work outdoors and in various weather conditions.
- ◆ Must be able to navigate uneven terrain and at various heights using ladders and lifts.
- ◆ Must be able to work flexible hours as needed.