

#16,794

INTERLOCAL COOPERATION CONTRACT

FILED FOR RECORD
at 12:30 o'clock P M

JUN 14 2021

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Hunt County (County) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Government Code Chapter 411.

County certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Government Code Chapter 791.

II. BACKGROUND and PURPOSE

The purpose of this contract is for County to provide DPS the exclusive use of approximately 3,500 square feet of office space, together with the non-exclusive use of the parking lot and publicly accessible property owned by County, to provide driver license services at a DPS Driver License office at County's property located at 2700 Stuart St., Greenville, Texas, 75401, (Premises) in Hunt County, Texas. County has determined that the responsibilities and obligations of County, as described in this contract, are within its authority.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will provide or perform the following services, at no cost to County.

- A. DPS will schedule personnel for driver license services.
- B. DPS will notify County of any changes to posted DPS business hours.
- C. Any required signage.
- D. All DPS-owned furniture and equipment required to operate the offices, which will remain the property of DPS, including the items listed below:
 1. Workstations with locking drawers and desk office chairs.
 2. Computers, photo and fingerprint capture devices, vision testing, and signature scanner devices.
 3. Automated Driver License Testing Systems based on customer volume.
 4. Modifications: DPS will complete the following modifications to the Driver License office as funds become available:
 - a. Install additional signage on doors and buildings showing that DPS emblem, DPS business hours, and DPS Driver License Office.
 - b. Install any additional security control measure.
 - c. Install signage designated "DPS PARKING ONLY" for parking slots.
 - d. Install additional equipment, such as a customer Kiosk, with final location and installation timeline determined by mutual agreement by County and DPS based on the availability of the data conduit.
- E. DPS will not sublease or assign its use of the Premises as provided in this contract.
- F. DPS will take all reasonable measures to keep the Premises secure that are in DPS's use and control.

- G. At DPS's expense, County personnel with access to the Premises, including those persons providing maintenance, repairs, or janitorial services, must submit to a DPS fingerprint-based criminal history background investigation, if required by DPS.
- H. Driver license services will be provided at the Premises during regular business hours unless inclement weather or other conditions make it unsafe for DPS employees to operate the Driver License office at the Premises.
- I. DPS retains the right to temporarily dismantle the set up and equipment at the Driver License office during times of an emergency or disaster to provide support to alternative areas requiring driver license services as a result of an emergency or disaster.
- J. Telephone lines and service.
- K. High speed ISP internet connections (T1 or Ethernet) and service.

Hunt County will provide the following services.

- A. Hunt County Justice Center Renovations as detailed in Exhibit A.
- B. Janitorial Services and Supplies as follows:
 - 1. **General Requirements:**
 - a. Janitorial Service Meeting: On an annual basis, County representative must meet with DPS staff at the Premises to review expectation.
 - b. County Sign In: County staff assigned a building access security badge will not be required to sign in. County staff without an access badge must sign in at the front desk prior to each service unless the start time is after hours. Any County staff without a badge must have a badged escort. If an access badge is lost or stolen County must notify DPS immediately. DPS will provide information to the County on background checks.
 - c. Cleaning Supplies: County will be responsible for providing all cleaning and sanitation supplies and equipment. Upon DPS request, County must provide a copy of the Safety Data Sheet for any chemical used in a DPS facility.
 - d. Janitor Closets: Janitor closets, equipment, material, and supplies must be kept neat and orderly. The janitor's closet must remain locked at all times so that access is restricted to County-contracted custodial employees and authorized DPS employees.
 - e. Building Issues: County is to notify the DPS on-site contact of defective lamps and fixtures, malfunctioning facilities and other conditions relative to this service.
 - f. Janitorial Service Report: (Attachment A): County must complete the Janitorial Service Report after each service by recording the date, selecting only the service categories completed, and writing the name of County's contracted employee. Each service report must be signed by County. In the event of incomplete services, DPS and County must agree upon a plan of action and identify amounts of invoice adjustment.
 - 2. **Daily Cleaning:**

These duties will be performed in all areas as per the General Requirements above. See Attachment A.

 - a. **General Cleaning**
 - i. Dust or damp wipe – general public areas, windowsills, low ledges, moldings, files, and other furnishings as needed.
 - ii. Doors, walls, and baseboards will be spot washed as needed.

- iii. Clean interior doors, exterior doors, and side glass.
- iv. Empty and clean exterior Ashtrays.
- v. Clean exterior of microwave ovens in the suite's primary break areas.
- vi. Clean exterior of refrigerators in the suite's primary break areas.
- vii. Pick up trash and paper daily that are within 30 feet of the perimeter of the building.
- viii. Trash containers and waste receptacles – trash containers must be emptied daily and cleaned as needed. All trash liners must be replaced when torn or soiled and removed from Premises daily.

Note:

Cleaning of electronic equipment is prohibited.

b. Restroom Cleaning and Sanitation:

- i. Commodes, urinals, and washbasins – scour and disinfect wash commode seats with disinfectant.
- ii. Floors – mop or scrub with disinfectant soap and rinse with clear water.
- iii. Bright metal fixtures, exposed pipes, fittings, and valves must be cleaned with germicidal cleaner and wiped dry.
- iv. Mirrors must be cleaned.
- v. Partitions and vanity tops must be damp cleaned using disinfectant soap solution.
- vi. Walls must be spot cleaned or washed completely as needed with disinfectant soap solution.
- vii. Clean woodwork, doors, and doorframes.
- viii. Dispensers – clean hand towel and toilet tissue dispensers.
- ix. Refill dispensers daily.

c. Floor Maintenance:

Note:

The floor finishes described below may or may not be present in the Premises.

Note:

Epoxy, stained concrete, or other types of flooring must be maintained according to the manufacturer's instructions. Preventative actions should be taken to ensure water or cleaner runoff does not damage materials stored on the floors.

- i. Sweep floors.
- ii. Damp mop floors with a mild cleaner.
- iii. Ceramic Tile floors – sweep or mop with treated dust control tools and remove beverage spills by damp mopping or wiping.
- iv. Vinyl Composition Tile floors must be spot cleaned and polished as needed.
- v. Entrance steps for front, side, and back must be swept and mopped.
- vi. Vacuum all carpeted areas once a week or more frequently as needed. This includes corners, underneath desks, and partitions.
- vii. Carpet must be spot cleaned as needed.

- viii. Mats and runners must be cleaned above and underneath, by best means, and returned to their proper place.
- ix. Chairs must be moved, cleaned underneath and returned to their proper place.

3. Monthly Cleaning:

The following duties will be performed in all areas monthly. General Cleaning:

- i. All interior glass door panels must be cleaned monthly.
- ii. High ledges, tops of doors, doorframes, exit signs, air vents, and grills must be dusted or vacuumed monthly.

4. Services to be Performed during a Pandemic:

These duties will be performed in all areas as per the contract service requirements below and as shown in Janitorial Pandemic Infection Control Protocols (Attachment B) and DPS Pandemic Janitorial Service Report (Attachment C). County will need to implement a Center for Disease Control approved or recommended "pandemic" protocol for housekeeping and janitorial protocols for maintaining a healthy environment and inhibiting the spread of the contagion on the Premises.

a. Hourly Cleaning and Sanitation

- i. Sanitize:
 - Elevators controls in lobby and car
 - Entry doors handles and knobs
 - Drinking fountains
 - All public area counter tops
 - All restroom fixture controls
 - All bathroom countertops
 - Restroom door handles and knobs
 - Break room microwaves surfaces
 - Breakroom ice machine surfaces
 - Breakroom refrigerator surfaces
 - Breakroom sink and fixtures
 - Breakroom tables and chairs
 - All handicap door buttons
 - All public kiosks and keyboards
 - Office door handles and knobs
 - Office light switches and cover plates

b. Daily Cleaning and Sanitation

- i. Sanitize:
 - Soap dispenser
 - All sharps container in restroom
 - Classroom tables
 - The entire restroom
 - Refuse containers and empty refuse containers
 - Vending machines surfaces
 - All public phones
 - Public showers

- All hand rails
 - Surfaces of copiers and control pads
 - Light switches and cover plates
- ii. Check and refill sanitizers in public areas

Note:

Sanitize is defined as cleaning something to make it free of bacteria or disease causing elements.

5. **General Maintenance:** County will oversee all general maintenance of the Premises. County is responsible to pay for the maintenance of any items it installs in the Premises including any additional security equipment for maintenance or repair calls, County will respond to routine matters within 48 hours and emergency matters within 24 hours. All exterior doors will be keyed with non-duplicating keys. County will furnish keys, individually numbered, as requested by DPS. All exterior exit doors will be solid core doors, where applicable, and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers will be of sufficiently sturdy construction to ensure security in reasonable circumstances.
- C. The Premises will comply with all applicable federal, state, and local laws, statutes, and ordinances, codes, rules, and regulations, which include compliance with all applicable handicapped accessibility requirements, such as the Americans with Disabilities Act (ADA) and Texas Accessibility Standards.
- D. The Premises will meet all zoning and building code requirements of the local government code in which the space is located. Acceptance of the Premises does not exonerate the County from meeting all applicable requirements. No DPS requirement may be waived.
- E. ADA-compliant accessible parking and accessible route.
- F. Sufficient number of customer chairs.
- G. Sufficient electrical outlets with minimum current draw of 12 amps to support required DPS equipment.
- H. ADA-compliant accessible parking and accessible route.
- I. Permission to install security cameras and secured keycard access in designated areas.
- J. Utilities, including electricity, water, gas, trash, and janitorial services.
- K. Sufficient parking to accommodate two Driver License employees and six DPS customers.
- L. Access to the Premises for DPS employees and DPS customers
- M. County will be reimbursed the following items for the operation of the DPS office:
1. Seven additional data and telecom ports.
 2. Additional electrical outlet for customer service information monitor in the lobby area, current draw of 12 amps to support DPS equipment.
 3. Additional data port and outlet for the kiosk in the customer service waiting area.
- N. Routine and preventive maintenance and repair of the Premises used by DPS. For maintenance or repair calls, County will respond to routine matters within 48 hours, exclusive of weekends and provided the County has the manpower to respond to the preventive maintenance and repair. In the event of an emergency, County will respond in a timely manner but within 24 hours.

DPS and County understand that each party to this contract will have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's

actions or omissions occurred. Each party is solely responsible for the actions or omissions of its employees, officers and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts or omissions of the parties, liability, if any, will be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties to this contract and not for the benefit of any person or entity not a party to this contract; nor will any provision in this contract be deemed a waiver of any defenses available by law.

IV. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed \$616,499.31. The total monthly amount of the General Maintenance and Janitorial Services will not exceed \$2,440.00 per month (\$146,400.00 for 60 months). County will be reimbursed for construction cost not to exceed \$470,099.31.

- A. **ZERO MONTHLY RENT.** There will be no monthly rent due and payable by DPS to County for the Premises. This is a contract for use of the Premises and non-exclusive use of County's public property in exchange for reimbursement by DPS of construction costs, general maintenance services, and janitorial services associated with Premises.

- B. **CONSTRUCTION COSTS.** The basis for computing reimbursable costs under this contract will be for actual costs incurred by County and developed from estimates received from third-party contractors. DPS will not reimburse County until all costs have been verified and DPS has approved. County will be responsible for oversight and payment for all third-party contracted services for the project. Should any additional costs or change orders be required for completion of the construction costs, DPS will reimburse County for those expenses once verified and approved by DPS. In the event of such additional costs or change orders, County will notify DPS within 10 business days of becoming aware of the additional costs.

V. TERM OF CONTRACT and AMENDMENTS

This contract is effective on the date of the last party to sign and will terminate on August 31, 2026. This contract may only be amended by mutual written agreement of the parties.

VI. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS:
Department of Public Safety
Infrastructure Operations Division - Facilities
5805 North Lamar Boulevard, Building A
Austin, Texas 78752
ATTN: Eddie King
Telephone: (512) 424-2882
Email: james.king@dps.texas.gov

With a copy to:

Department of Public Safety
5805 North Lamar Boulevard, Building A
Infrastructure Operations Division - Facilities
Austin, Texas 78752
ATTN: Leasing Specialist
Telephone: (512) 424-0305
Email: facilitiesleasing@dps.texas.gov

If to County:

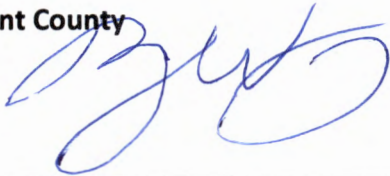
Hunt County Judge
Hunt County Courthouse
2507 Lee Street, 2nd Floor
Greenville, TX 75401
Telephone: 903-408-4146
Email: bstovall@huntcounty.net

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the parties are stated within the contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

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

Hunt County



Department of Public Safety of the State of Texas

Bobby W. Stovall
County Judge

Jeffrey Williams
Deputy Director
Law Enforcement Services

6-14-21

Date

Date

Exhibit A
Hunt County Justice Center Renovations

Attachment A
DPS Janitorial Service Report

Attachment B
DPS Janitorial Pandemic Infection Control Protocols

Attachment C
DPS Pandemic Janitorial Service Report