

## Facility Services Agreement

CUSTOMER: HAYS COUNTY

ISS FACILITY SERVICES, INC.

**ADDRESS:**

2171 Yarrington Road,  
San Marcos, Texas 78667

PHONE: 512-393-2150

FAX: 512-493-1915

E-MAIL: [james.garza@co.hys.tx.us](mailto:james.garza@co.hys.tx.us)

FEDERAL ID #:

**ADDRESS:**

10435 Burnet Road, Suite 102  
Austin, Texas 78758

PHONE: 512.836.9516

FAX: 512.836.7712

E-MAIL: [Trent.Harr@us.issworld.com](mailto:Trent.Harr@us.issworld.com)

FEDERAL ID #: 06-1535240

This agreement is entered into between Customer and ISS Facility Services, Inc. (ISS) for the performance of **JANITORIAL services** as described more specifically on the appended Specifications.

1. Customer and ISS agree, in each party's respective dealings with the other party to act in good faith.
2. ISS is an independent contractor.
3. ISS has current, active business insurance; including a minimum of \$1,000,000 General Liability, \$1,000,000 auto liability, \$1,000,000 employee crime, \$1,000,000 umbrella coverages and Worker's Compensation in statutory required amounts. ISS's evidence of insurance is attached.
4. ISS employees will be properly supervised and perform Services in a workmanlike manner in apparel suitable for the location and assigned task.
5. ISS will, at ISS's cost, correct all Services which do not comply with the appended Specifications and will re-execute the Services and correct any other work damaged by improperly performed Services. If ISS has been noticed of a failure to perform, provided a commercially reasonable opportunity to cure and failed to cure, Customer may terminate this Agreement immediately on written notice to ISS.
6. Changes in the Specifications are only valid when in writing signed by Customer and ISS. If any changes increase or decrease the cost of performing Services, an equitable adjustment in the Service fee will be negotiated.
7. Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its parent, affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent caused by the negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its directors, officers, employees, agents, or representatives is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.
8. ISS is an equal opportunity employer. ISS complies with all applicable laws and regulations related to workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related issues. ISS is in compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA), as amended. OSHA Material Safety Data Sheets will be provided to Customer as required.

9. Except for insured claims being handled in the normal course and third party claims, ISS and Customer's liability one to the other will be limited in the aggregate to the annual amount paid by Customer to ISS for services. ISS Services are performed without warranties, express or implied.
10. ISS Service fee is subject to adjustment for increases in wages and associated payroll costs; payroll taxes; health/welfare payments, insurance rates or material costs, if any, as of the date incurred.
11. Customer will pay ISS within thirty (30) days of the ISS invoice date. Customer will pay applicable sales tax, if any. A late charge of 1½% imposed on all outstanding balances for more than thirty (30) days from ISS invoice date. All collections costs, including reasonable attorneys' fees and expenses, are for the account of the customer.
12. ISS and Customer are excused from performance to the extent and for the period that required performance is prevented, delayed or hindered by a force majeure occurrence.
13. All amendments to this Agreement must be in writing signed by Customer and ISS. This Agreement supersedes all terms of any Customer document.
14. Either party may terminate this Agreement with or without cause on 30 days prior written notice to the other party or immediately if the other party is subject to a bankruptcy filings. In the event of a bankruptcy by either party, and to the extent the automatic stay would apply, the party filing bankruptcy hereby consents to the other party having relief from the automatic stay to terminate this Agreement.
15. Either party may assign this Agreement upon written notice to the other party.
16. All notices will be sent by a recognized overnight courier service with subsequent tracking confirmation of delivery.
17. Disputes not amicably resolved before any legal proceedings are commenced must be submitted to mediation under the then-current mediation procedures used by JAMS. Each party will bear equally the costs of the mediation.
18. All appended Schedules executed by Customer and ISS are incorporated in this Agreement.
19. The signers are authorized to sign and enter into contracts on behalf of Customer and ISS.

CUSTOMER

HAYS COUNTY TEXAS

*BENE COBB, M. D.*  
*HAYS COUNTY JUDGE*  
AUTHORIZED SIGNATURE

*BENE COBB*

Date

*5-14-2013*

ISS FACILITY SERVICES, INC.

*J. Paul Pich*  
AUTHORIZED SIGNATURE

Date

*May 8, 2013*

**Service Schedule**

**START DATE:** TBD by customer & ISS Facility Services, Inc.

**CUSTOMER NAME:** HAYS COUNTY

**PROJECT OR LOCATION IDENTIFICATION:**

<u>Facility</u>	<u>Square Footage</u>	<u>Address</u>
Hays County Precinct 2 Kyle, TX	14,250	5458 Jack C Hays Trail,
Hays County Precinct 3	1875	14306 RR 12 Wimberley, TX
Hays County Precinct 4	6300	195 Roger Hanks Parkway Dripping Springs, TX
Hays County Precinct 5 TX	5905	500 Jack C Hays Trail, Buda,
Hays County Development Services, Transportation, Fire Marshal	16,950	2171 Yarrington Road, San Marcos, TX
Hays County Transportation Foreman/Crew Building	2,400	2171 Yarrington Road San Marcos, TX
Hays County Local Health Dept.	9,200	401 A Broadway Street San Marcos, TX

**SPECIFICATIONS:** See attached specifications

**SERVICE FEE:** See Price Quotation page(s) in this proposal

**OTHER REQUIRMENTS, IF ANY:**

ISS shall perform all work during the hours described except when prevented by strike, Act of God, or other circumstances beyond ISS's control. In addition, no service will be performed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of these holidays falls on a Saturday, it will be observed the preceding day on Friday. If any of these holidays falls on a Sunday, it will be observed the following Monday. Service can be provided on any of these days, for an additional charge.

Customer Initials:	ISS Initials:
Date	Date

# Hays County Forms

# Additional Information

## Sample Insurance Certificate

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MMDD/YYYY) 05/23/2012		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA			<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:			
<b>INSURED</b> ISS Facility Services, Inc. 1019 Central Pkwy N. San Antonio TX 78232 USA			<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: National Union Fire Ins Co of Pittsburgh      19445 INSURER B: Greenwich Insurance Company      22322 INSURER C: XL Specialty Insurance Co      37885 INSURER D: INSURER E: INSURER F:			
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 570046331867</b> <b>REVISION NUMBER:</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <b>Limits shown are as requested</b>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL 3212199	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		RAG9437566	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		25030652 SIR applies per policy terms & conditions	01/01/2012	01/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	RwD9435335 RwR9435336	01/01/2012 01/01/2012	01/01/2013 01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-MPL-Primary		6489450 Crime-Employee Dishonesty	10/01/2011	10/01/2012	Employee Dishonesty \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Sample COI for RFP response						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
ISS Facility Services, Inc 1019 Central Pkwy N San Antonio TX 78232 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>			

Holder Identifier :

Certificate No : 570046331867