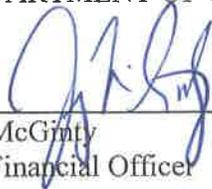
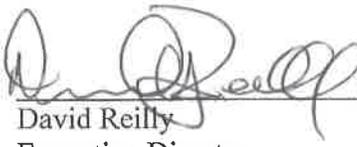
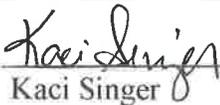




This Contract is entered into by and between the Agencies shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract shall be interpreted in accordance with Texas laws. Venue for any court disputes shall be in Travis County.

| | |
|--|---|
| RECEIVING PARTY: | TEXAS JUVENILE JUSTICE DEPARTMENT |
| MAILING ADDRESS: | P.O. Box 12757, Austin, Texas 78711-2757 |
| STREET ADDRESS: | 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758 |
| PERFORMING PARTY: | TEXAS DEPARTMENT OF CRIMINAL JUSTICE |
| MAILING ADDRESS | Laundry, Food and Supply |
| and | 2503 Lake Road, Suite 6 |
| STREET ADDRESS: | Huntsville, Texas 77320 |
| LEGAL AUTHORITY TO CONTRACT: Interagency Cooperation Act, Texas Government Code, Chapter 771 | |
| CONTRACT TERM: September 1, 2016 through August 31, 2017 | |
| TOTAL AMOUNT NOT TO EXCEED: \$3,000.00 | |
| SUMMARY OF SERVICES: The Texas Department of Criminal Justice agrees to perform laundry services for the Texas Juvenile Justice Department at the following facilities: McLennan County State Juvenile Correctional Facility, the Texas Juvenile Justice Department Program at Navarro College, and other locations mutually agreed upon. | |
| EXECUTED IN THREE ORIGINALS ON THE DATES SHOWN | |
| PERFORMING PARTY: | RECEIVING PARTY: |
| TEXAS DEPARTMENT OF CRIMINAL JUSTICE | TEXAS JUVENILE JUSTICE DEPARTMENT |
| BY:  Jerry McGinty Chief Financial Officer | BY:  David Reilly Executive Director |
| DATE: <u>5/30/16</u> | DATE: <u>5/16/16</u> |
| | Approved as to Form:  Kaci Singer TJJD Staff Attorney |

This Contract is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act," Texas Government Code, Chapter 771.

I. CONTRACTING PARTIES

The Receiving Party: Texas Juvenile Justice Department (TJJD)

The Performing Party: Texas Department of Criminal Justice (TDCJ)

II. STATEMENT OF SERVICES TO BE PERFORMED

A. The TDCJ shall provide laundry services to the TJJD facilities known as McLennan County State Juvenile Correctional Facility, the TJJD Program at Navarro College, and other locations mutually agreed upon. Laundering of sheets, pillowcases, blankets, bed spreads, towels and other items as requested by the TJJD shall be provided on a forty-eight (48) hour turn-around unless unforeseen circumstances prevent the TDCJ from providing such turn-around service. Acceptable colors are blue for blankets and white for all other linens.

B. Soiled laundry shall be delivered and picked up by the TJJD personnel or TJJD's designee within twenty-four (24) hours of completed services, at a time agreed upon by the TJJD and the TDCJ. Laundry shall be weighed for billing purposes upon receipt by the TDCJ. Soiled laundry shall be washed, dried and folded. The TJJD shall provide laundry bags for the purpose of transporting soiled laundry to the TDCJ facility.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The TJJD shall reimburse the TDCJ at the rate of \$0.15 per pound of dry soiled laundry during the term of this Contract.

IV. CONTRACT AMOUNT

The total amount of this Contract shall not exceed \$3,000.00 for the period of September 1, 2016 through August 31, 2017.

V. PAYMENT FOR SERVICES

A. The Receiving Party shall pay the Performing Party through the Interagency Transaction Voucher (ITV) process in accordance with Texas Government Code 771.008. The ITV information for the Performing Party for this contract is as follows:

AY: 17
Recurring Transaction Indicator #: 730060
Vendor ID #: 36966966966 Mail Code: 012

- B. Payments for services performed shall be billed monthly.
- C. Payments received by the TDCJ shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.
- D. In the event that the TJJJ fails to pay the TDCJ within thirty (30) days of receipt of a correct invoice, the provision of the Texas Government Code, Title 10, Section 2251.025 will apply to this Contract.

VI. TERM OF CONTRACT

This Contract shall be in effect for the period of September 1, 2016 through August 31, 2017, unless terminated sooner under the provisions stated in Section VIII. The term of Contract may be extended annually only by a written modification signed by the duly authorized representatives of the parties hereto.

VII. RELATIONSHIP OF PARTIES

The TDCJ is associated with the TJJJ only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, the TDCJ is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the TDCJ whatsoever with respect to the indebtedness, liabilities, and obligations of the TJJJ or any other party.

VIII. DEFAULT AND TERMINATION

- A. In the event that the TDCJ fails to fulfill its contractual obligations as set forth herein, the TJJJ will provide written notification to the TDCJ that possible breach of contract has occurred. The TDCJ shall submit a mutually agreeable solution to the TJJJ within twenty (20) days of notification. If an agreeable solution cannot be reached within twenty (20) days of notification, the TJJJ reserves the right to terminate this Contract upon ten (10) days written notice to the TDCJ.
- B. Either party may terminate this Contract, without cause, upon sixty (60) days prior written notice to the other party. Upon termination, the TDCJ shall be entitled to receive from the TJJJ payment for all services satisfactorily furnished under this Contract up to and including the date of termination.
- C. Within twenty (20) days after the effective date of termination, the TDCJ shall submit its statement for services rendered prior to the date of termination.

IX. DISPUTE RESOLUTION

The dispute resolution process provided for in Texas Government Code, Chapter 2009, shall be used by the TJJD and the TDCJ to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

X. NOTICES

All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third (3rd) day following deposit in the U.S. mail with proper postage affixed, addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have prescribed by notice to the sending party. Addresses for notices shall be as follows:

TDCJ: Reita Johnson, Contract Administrator
Texas Department of Criminal Justice
Contracts and Procurement
Client Services and Governmental Contracts Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
(936) 437-7135
reita.johnson@tdcj.texas.gov

TJJD: Jeanette Vrabel, Senior Contract Specialist
Texas Juvenile Justice Department
11209 Metric Boulevard, Building H, Suite A
Austin, Texas 78758
(512) 490-7728
jeanette.vrabel@tjjd.texas.gov

XI. MISCELLANEOUS

- A. This Contract may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- B. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- C. This Contract and any written modifications constitute the sole agreement of both parties. Any oral agreements or understandings outside the terms of this Contract shall be void.
- D. This Contract is executed in multiple counterparts, each of which shall constitute an original. If any part of this Contract is determined to be void or unenforceable, all other parts remain in force and effect.

- E. Neither Party shall have the right to assign or transfer their rights to any third (3rd) parties under this agreement without prior written consent of the non-transferring Party.
- F. Both Contracting Parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of the State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government; and (3) the services, supplies or materials contracted for are not required by the Constitution of Texas, Article 16, Section 21 to be supplied under contract given to the lowest responsible bidder.
- G. The TDCJ further certifies that it has the authority to perform the services contracted for by authority granted in Texas Government Code, Title 4, Subtitle G.
- H. The TJJD further certifies that it has the authority to contract for the above services by authority granted in Texas Human Resources Code, Title 12.
- I. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at www.sao.state.tx.us. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-800-832-8477.