

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

AMENDMENT 2 TO CONTRACT NUMBER CON0000427

The **Texas Juvenile Justice Department**, hereinafter "**TJJD**," and **TIBH Industries, Inc., 1011 East 53 ½ Street Austin, Texas, 78751**, hereinafter "**TIBH**," which has assigned the performance of this contract to **Relief Enterprise, Inc.**, hereinafter "**Performing Party**," acknowledge that they have previously entered into a contract for the provision of janitorial services at TJJD Central Office located at 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, for the period of **September 1, 2015**, through **August 31, 2017**. This contract is identified as Contract Number **CON0000427**.

The parties wish to continue the relationship that exists without a lapse in services. TIBH and Performing Party agree to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use TIBH's and Performing Party's services during the term of this contract.

TIBH and Performing Party represent and warrant that the individuals signing this Amendment are authorized to sign this document on behalf of TIBH and Performing Party and to bind TIBH and Performing Party under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract and amendment, subject to the following changes:

1. Pursuant to Section I General Terms, Paragraph A. Term, TJJD is hereby exercising its option to renew the contract term for one (1) year, for the period of **September 1, 2017**, through **August 31, 2018**.
2. Exhibit A is replaced with the revised Exhibit A for FY 18. (See Attached)
3. The total contract amount for the period of **September 1, 2017**, through **August 31, 2018**, shall not exceed **\$94,004.76 (ninety-four thousand, four dollars and seventy-six cents)**.
4. The contract is amended as follows under Section III, Certifications:
 - a. The following Articles 26 and 27 are added:

"Article 26: Prohibition on Contracts with Companies Boycotting Israel

If TIBH or Performing Party is a "company," as defined under Texas Government Code Section 808.001(2), then pursuant to Texas Government Code Section 2270.002, by signing this contract TIBH and Performing Party certify that they are a company that does not "boycott Israel," as defined under Texas Government Code Section 808.001(1), and will not do so at any time during the term of this contract.

Article 27: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

If TIBH or Performing Party is a "company" as defined as under Texas Government Code Section 806.001, then pursuant to Texas Government Code, Chapter 2252, Subchapter F, TIBH and Performing Party certify by signature that they are not a company engaged in business with Iran, Sudan, or a foreign terrorist organization as identified on a list maintained under Texas Government Code Sections 806.051, 807.051, or 2252.153, and thus not prohibited from entering into this contract with TJJD or that it is a company affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organizations."

5. The contract is amended as follows under Section IV, General Provisions:
 - a. Article 1 is deleted and replaced in its entirety with the following:

"Article 1: Relationship of Parties

TIBH and Performing Party are acting as independent contractors and are wholly responsible for the day-to-day operations of their programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of this contract. No employee of TIBH or Performing Party shall become an employee of TJJD by virtue of this contract.

TIBH and Performing Party agree and acknowledge that during the existence of this contract, TIBH and Performing Party shall be entirely responsible for the liability and payment of their and their employees' taxes of whatever kind, arising out of the performance of this contract. TIBH and Performing Party agree to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to neither TIBH nor Performing Party, or their employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, TIBH and Performing Party shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments."

- b. The following Sections 4 and 5 are added under Article 5: Termination:

"Section 4: Cause/Default/Breach: If TIBH or Performing Party fail to provide the goods or services contracted for according to the provisions of this contract, or fail to comply with any terms or conditions of this contract, the TJJD may, upon written notice of default or breach to TIBH and Performing Party, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. The TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless the TJJD notifies TIBH and Performing Party in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by the TJJD with respect to the enforcement of any of the remedies listed herein.

Section 5: Termination of this contract shall not release TIBH or Performing Party from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications."

- c. Article 6 is deleted and replaced in its entirety with the following:

"Article 6: Funding Out Clause

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. In addition, state agencies are prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. This contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

For the Texas Juvenile Justice Department:




David Reilly, Executive Director Date 8/22/17

For TIBH:

 Abbey Mark Regional Marketing Manager
Signature Printed Name Title Date 8/28/2017

For Performing Party:



Signature Calvin Williams COO 08/24/2017
Printed Name Title Date

Approved as to form:



TJJJD Attorney Date 8/21/17