



**FIRST AMENDMENT TO FACILITY OPERATION
AND MANAGEMENT SERVICES AGREEMENT**

This First Amendment to Facility Operation and Management Services Agreement (hereinafter referred to as "Amendment") is made to be effective as of August 30, 2019 by and between the City of Fort Worth (the "City") and LaSalle Corrections VI, L.L.C. ("Operator").

WITNESSETH

WHEREAS, City and Operator entered into a Facility Operation and Management Services Agreement dated effective October 1, 2018 (the "Agreement"), for jail facility operation and managements services for the City holding facility located at 350 Belknap, Fort Worth, Texas 76102 ("Facility"), as more particularly described in the Agreement;

WHEREAS, effective as of September 1, 2019, Texas Government Code Section 411.1471 requires a DNA sample be collected and submitted to the Texas Department of Public Safety when a defendant is arrested for certain specified felony offenses;

WHEREAS, City and Operator desire to amend the Lease to clarify the responsibilities of Operator relative to DNA sample collection to ensure City's compliance with state law.

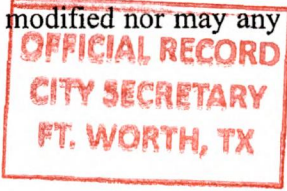
NOW THEREFORE, in consideration of the premises contained herein and in the Lease and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and Operator agree as follows:

1. Section 3.1(a) of the Agreement is hereby amended by adding the following at the end of the section:

"Operator shall collect all DNA samples as required by Texas Government Code Section 411.1471, as amended, and in compliance with Texas Department of Public Safety and the City's procedures for DNA sample collection. Operator shall take all necessary steps to avoid and ensure no cross-contamination occurs in the collection of DNA samples. Unless otherwise directed by City, Operator shall use the DNA collection kit provided by City."

2. Each of the parties hereto represents and warrants to the other that the person executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

3. Except as modified by this Amendment, all of the terms and conditions of the Agreement are ratified and remain in full force and effect. To the extent the provisions of this Amendment are inconsistent with the Agreement, the terms of this Amendment shall control. All terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement. This Agreement may not be changed or modified nor may any of its provisions be

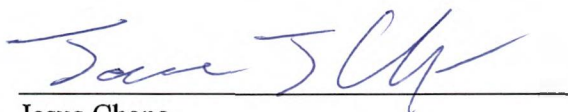


waived orally or in any manner other than by a writing signed by the party against whom enforcement of the change, modification or waiver is sought.

4. This Amendment shall become binding and effective only upon the execution and delivery of this Amendment by both City and Operator. From and after the effective date hereof, the terms, covenants and conditions contained herein are binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

EXECUTED to be effective September 1, 2019 ("Effective Date").


CITY OF FORT WORTH



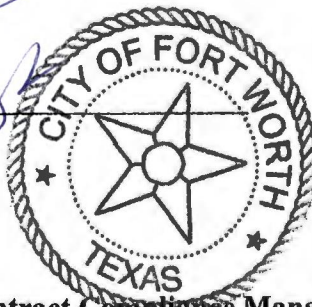
Jesus Chapa
Assistant City Manager

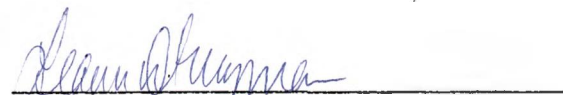
ATTEST:

APPROVED AS TO FORM
AND LEGALITY:



City Secretary






Assistant City Attorney

M&C:
1295:

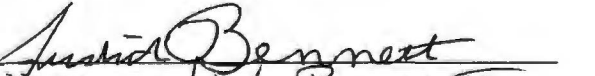
City of Fort Worth Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.



Name: J.C. STOCKTON
Title: CAPTAIN, FORT WORTH POLICE

LASALLE CORRECTIONS VI, LLC.:



Name: Judith Bennett
Title: SAIL Administrator

