

FACILITY OPERATION AND MANAGEMENT SERVICES AGREEMENT

This Facility Operation and Management Services Agreement (hereinafter "Agreement") is entered into by and between **CITY OF FORT WORTH**, a Texas home rule municipal corporation, acting by and through Jesus J. Chapa, its duly authorized Assistant City Manager (hereinafter "City") and **LASALLE CORRECTIONS VI, L.L.C.**, (hereinafter called "Operator"), a Texas corporation located at 26228 Ranch Road 12, Dripping Springs, Texas 78620 which will become effective on **October 1, 2018**.

WHEREAS, the City is seeking an Operator that can and will provide competitive pricing, excellent jail facility operation and management services and exceptional customer service for the City of Fort Worth holding facility located at 350 Belknap, Fort Worth, Texas 76102 ("Facility"); and

WHEREAS, the parties hereto desire to enter into an agreement for the operation and management of the Facility;

WHEREAS, the entering into this Agreement is found to be in the best interests of the parties, the safe operation of the Facility, and the public as it will serve the public purpose of providing space for incarceration of law violators and will provide for economical and efficient operations; and

NOW, THEREFORE, in consideration of the mutual rights, benefits and obligations herein exchanged, the parties do covenant, agree and bind themselves as follows:

I. PURPOSES

1.1 Operator agrees to operate, manage and supervise the Facility on behalf of and for the City, and to receive, detain and care for all properly classified prisoners for which the Facility is approved that may be assigned to the Facility from:

- (a) The City of Fort Worth Police Chief (the "Police Chief"); and
- (b) Other local political subdivisions, pursuant to an Interlocal Cooperation Contracts with the City;
- (c) Federal inmates under the control of Federal agencies who are awaiting transfer to other facilities or other disposition under applicable Federal law and is designed for and intended to be operated to incarcerate only such inmates.

Operator is acting as an Independent Contractor for the City, and is not a partner or joint venturer of the City. All prisoner housing contracts must be between the City and the jurisdiction or agency seeking the services. Only prisoners under such contracts shall be housed at the Facility.



1.2 Operation and management of the Facility must be in compliance with Texas Police Chief's Association (TPCA) best practice and in accordance with the applicable standards of the Texas Commission on Jail Standards and applicable requirements of prisoner housing contracts.

1.3 The City of Fort Worth contracts for arrested persons detention services, including the prisoner intake process and the housing of prisoners. The Facility is intended by the City to house inmates detained or incarcerated by City of Fort Worth or political subdivisions thereof or Federal inmates under the control of Federal agencies who are awaiting transfer to other facilities or other disposition under applicable Federal law and is designed for and intended to be operated to incarcerate only such inmates.

1.4 Operator is an independent operator engaged for the public purpose of operating a detention center on behalf of the City. No property interest or right in the Facility or grounds is granted to the Operator by this Agreement, nor is any interest in the revenues therefrom, granted to the Operator.

II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE CITY

2.1 City hereby represents, warrants and covenants to the Operator as follows:

(a) City is a duly formed and validly existing political subdivision of the State of Texas, and is governed by the laws of the State of Texas.

(b) The laws of the State of Texas authorize City to establish, acquire, construct, operate and maintain the Facility, to enter into this Agreement and the transactions contemplated hereby and to carry out its obligations under this Agreement.

(c) The officers of City executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of City's governing body or by other appropriate official motion,

(d) City has complied with all open meeting laws, all public contracting laws and all other state and federal laws applicable to this Agreement.

(e) No member of the governing body of City is now or will be an employee or officer or director of Operator.

(f) City is authorized to detain, house, and/or control any Prisoner referred to the Facility. City hereby authorizes Operator, pursuant to this Agreement, to detain, house, and/or control any Prisoner referred to the Facility.

(g) The laws of the State of Texas allow City to enter into contracts with private vendors such as Operator to operate, manage and maintain the Facility.

III. DUTIES OF OPERATOR

3.1 INTAKE AND HOLDING - Operator agrees to operate, manage and supervise the Facility for the City 24 hours per day 7 days per week every day, and to receive, detain and care

for all properly classified inmates for which the Facility is approved that may be assigned to the Facility including the following services.

- a) **Booking intake services:** Operator shall provide intake processes whereby an official record of the name and relevant details of a criminal suspect or offender are collected and entered into the City of Fort Worth jail management system, including but not limited to fingerprinting, photographing, and record-keeping and assist in the DNA sample collecting.
- b) **Identification services:** identification, through local records, of individuals booked in to the Fort Worth Jail, including the storage and maintenance of fingerprints, palm prints, and mug shots.
- c) **Maintenance Services:** Maintain the intake location, and provide all janitorial, upkeep, and basic repairs.
- d) **Operation of 350 Belknap Facility:**
 - 1. operate Facility in compliance with Texas Police Chief's Association (TPCA) best practices, the Texas Commission on Jail Standards (TCJS) if applicable, and state and local law;
 - 2. control ingress and egress at the Facility;
 - 3. have adequate staffing levels that meet or exceed TPCA best practices, including attendants necessary for the requisite level of security within the Facility, and those required to monitor the activities of the inmates confined within the Facility;
 - 4. have the care, custody and control of the booked-in prisoners until they are released as authorized or placed in the care, custody and control of another governmental entity, including during magistration, which occurs at 350 Belknap;
 - 5. have the care, custody and control of the prisoner's personal property under the same circumstances as the prisoners;
 - 6. request emergency medical services transportation for Prisoners at the Facility as needed and provide security services for the transported prisoner until Tarrant City Sheriff's Office (TCSO) or other City-authorized security servicer arrives;
 - 7. arrange for access to prisoners for magistration; and
 - 8. if probable cause is found during magistration for Class B and greater offenses, escort the prisoner to the TCSO, which is located through an underground tunnel on the premises, and remain with the prisoner until the prisoner is in the care, custody and control of the TCSO.
- e) **Records management:** Provide reports when requested, up to real-time, to the City's Jail Lieutenant on book-ins per month, charges, and warrants; keep statistical records as may be required by law and best practices.
- f) **Food and beverage services:** Provide any food and beverage to be given

to prisoners, and must meet TPCA best practices for food service.

- g) **Training:** Operator shall be responsible for the training of jailers to be employed by Operator and for all start-up costs of operations under this Agreement.
- h) **Transportation services:** Operator shall securely and safely transport prisoners from the Facility to the location that provides jail housing services, which location shall be set forth in a written notice from City to Operator, which may be changed by City from time to time in writing (“City Jail”). Operator shall securely and safely transport prisoners who are released or who are requested to be transported back to the Facility by the Fort Worth Police Department from the City Jail to the Facility. Transportation costs are included in the Operator Compensation. Transportation to the Facility shall occur at the times of day required or allowed by the operators of the City Jail. Drop off of prisoners at the City Jail shall be in compliance with the requirements and obligations of the written contract between the City and the operator of the City Jail, which shall be provided by City to Operator.

3.2 Operator shall be an independent operator engaged for the public purpose of operating a intake and holding center on behalf of the City. No property interest or right in the Facility or grounds is granted to the Operator by this Agreement. The Operator shall, upon termination of this Agreement, return the Facility and its contents including any improvements made during term of this Agreement to the City in the same condition as it was delivered to Operator save and except for normal wear, tear and depreciation under conditions of ordinary care and replacement of such property. Operator shall not make alterations to the Facility without written permission from the City.

IV. TERM

4.1 The term of this Agreement shall be three (3) years beginning on **October 01, 2018** and ending **September 30, 2021**. At the expiration of the Primary Term, the parties may mutually agree in writing to annual renewals of the Agreement on mutually acceptable terms.

4.2 Notwithstanding any renewal option or other term herein, the Parties shall also have the right to terminate this Agreement, with or without cause, at the end of each contract year, or at the end of any renewal period without any liability, cost or penalty for doing so. Notice of intent to not exercise a renewal period or to terminate at the end of each contract year must be given one-hundred eighty (180) days prior to the end of the existing term. In addition, notwithstanding anything to contrary in this Agreement, the term of this Agreement, including the Primary Term and any renewals, shall not exceed ten (10) years.

V. OPERATOR'S COMPENSATION

5.1 Holding and Intake Services - The City shall pay Operator an amount not to exceed **\$3,350,000.00 annually** (“Operator Compensation”) in accordance with the provisions of this Agreement payable in 12 monthly installments. Operator shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Operator not specified by this Agreement unless the City first approves such expenses in writing.

5.2 During the term of this Agreement, should any permanent changes occur, such as policy, procedures, local or state law, that effectively reduces or increases the number of prisoners that are booked into, housed or otherwise managed in the Facility with documentation supporting the same, the Parties agree to review the appropriate staffing levels for the jail operation and make the necessary agreed to changes allowing at least 90 days to implement. The Operator's contract will then be adjusted to reflect either the (i) Operator's actual savings or (ii) Operator's achievable savings or (iii) Operators documented actual cost increases, provided that any increases requiring City Council approval shall be subject to said approval. Should the Parties not be able to **reasonably** reach a resolution to the agreed levels of staffing and associated cost reductions then the Parties will have the ability to issue a 120-day notice to terminate. For the purposes of this Section 5.2, "permanent changes" shall mean any changes that are expected to remain in place for the term of this Agreement.

5.3 Payment terms shall be "Net 30 Days" from receipt of vendor invoices and invoices shall be no more frequently than monthly and approved by the Police Department.

5.4 Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Operator of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

5.5 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Operator for services actually rendered up to the effective date of termination and, unless requested otherwise by the City, the Operator shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination.

VI. COMPLIANCE WITH STANDARDS

6.1 Operator shall prepare and adopt a Procedures Manual within thirty (30) days of the Effective Date for the operation of the Facility so as to assure that the Facility is operated fully in accordance with Texas state law, other applicable law, and rules and procedures in compliance with the best practices of the Texas Police Chief's Association (TPCA) and applicable standards of the Texas Jail Commission. City shall have the right to review and approve the Procedures Manual.

6.2 Operator shall assure that all employees at the Facility are adequately trained to perform at standards required by Texas state law, other applicable law, and the rules and procedures promulgated by TPCA and TCJS, if applicable.

VII. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION

7.1 Disclosure of Conflicts. Operator hereby warrants to City that Operator has made full disclosure in writing of any existing or potential conflicts of interest related to Operator's

services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Operator hereby agrees immediately to make full disclosure to City in writing.

72 Confidential Information. Operator, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by City (“City Information”) as confidential and shall not disclose any such information to a third party without the prior written approval of City.

73 Unauthorized Access. Operator shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Operator shall notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Operator shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

7.4 CJIS. The parties acknowledge and understand that the Facility contains one or more areas where CJIS protected data is viewed, modified, and used. Furthermore, the parties acknowledge that Federal and State law set forth the access requirements for CJIS protected data. The parties agree to comply with all Federal and State law requirements regarding access to CJIS protected data.

VIII. LIABILITY AND INDEMNIFICATION.

8.1 **LIABILITY - OPERATOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF OPERATOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

8.2 **GENERAL INDEMNIFICATION - OPERATOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OPERATOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF OPERATOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION – Operator agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City’s use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the software and/or documentation. So long as Operator bears the**

cost and expense of payment for claims or actions against City pursuant to this section, Operator shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Operator in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Operator shall fully participate and cooperate with City in defense of such claim or action. City agrees to give Operator timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate Operator's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Operator shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Operator terminate this Agreement, and refund all amounts paid to Operator by City, subsequent to which termination City may seek any and all remedies available to City under law.

IX. ASSIGNMENT AND SUBCONTRACTING

9.1 Assignment. Operator shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee shall execute a written agreement with City and Operator under which the assignee agrees to be bound by the duties and obligations of Operator under this Agreement.

9.2 Subcontract. If City grants consent to a subcontract, subcontractor shall execute a written agreement with Operator referencing this Agreement under which subcontractor shall agree to be bound by the duties and obligations of Operator under this Agreement as such duties and obligations may apply. Operator shall provide City with a fully executed copy of any such subcontract.

X. INSURANCE

Operator shall provide City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work

pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability:

\$1,000,000 - Each
Occurrence \$2,000,000 –
Aggregate

(b) Automobile Liability: \$1,000,000 - Each
occurrence on a combined single limit basis

Coverage shall be on any vehicle used by Operator, its employees, agents, representatives in the course of the providing services under this Agreement. “Any vehicle” shall be any vehicle owned, hired and non-owned.

(c) Worker’s Compensation:

Statutory limits
Employer’s
liability

\$100,000 - Each accident/occurrence
\$100,000 - Disease - per each employee
\$500,000 - Disease - policy limit

This coverage may be written as follows:

Workers’ Compensation and Employers’ Liability coverage with limits consistent with statutory benefits outlined in the Texas workers’ Compensation Act (Art. 8308 – 1.0 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers’ Liability of:

\$100,000 -each accident/occurrence, \$500,000 bodily injury disease policy limit
\$100,000 -per disease per employee.

(d)Professional Liability (Errors & Omissions)

\$2,000,000 - Each Claim Limit
\$2,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to City to evidence coverage.

102 General Requirements

- (a) The commercial general liability and automobile liability policies shall name City as an additional insured thereon, as its interests may appear. The term City shall

include its employees, officers, officials, agents, and volunteers in respect to the contracted services.

- (b) The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of City.
- (c) A minimum of thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- (e) Any failure on the part of City to request required insurance documentation shall not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that Operator has obtained all required insurance shall be delivered to the City prior to Operator proceeding with any work pursuant to this Agreement.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.1 COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Operator agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Operator of any violation of such laws, ordinances, rules or regulations, Operator shall immediately desist from and correct the violation.

11.2 NON-DISCRIMINATION COVENANT.

Operator, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Operator's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY OPERATOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBCONTRACTORS OR SUCCESSORS IN INTEREST, OPERATOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

11.3 SOLICITATION OF EMPLOYEES.

Neither City nor Operator shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

11.4 GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

11.5 NO WAIVER.

The failure of City or Operator to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Operator's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

11.6 GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. The parties hereto agree to submit any dispute related to this Agreement to mediation, and such mediation shall be conducted and completed, prior to any litigation being filed. If the parties cannot agree on a mediator, each party shall write two choices of mediators on two separate slips of paper and place the unidentifiable slips in a box. The City shall blindly choose one slip of paper from the box, and that person shall be designated as the mediator. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

11.7 SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.8 FORCE MAJEURE.

City and Operator shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes. Provided, however, that "transportation problems" for the purposes of this Section shall not

include multiple or chronic issues with Operator's fulfillment of its duties and obligations for transportation of prisoners due to the maintenance of vehicles used by Operator to transport prisoners.

11.9 HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

11.10 REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or Exhibits A, B, C and D.

11.11 AMENDMENTS/ MODIFICATIONS/ EXTENSIONS.

No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

11.12 ENTIRETY OF AGREEMENT.

This Agreement, including Attachments A and B and Exhibits C and D, contains the entire understanding and agreement between City and Operator, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

11.13 COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

11.15 IMMIGRATION NATIONALITY ACT.

Operator shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Operator shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Operator shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Operator employee who is not legally eligible to perform such services. **OPERATOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY OPERATOR, OPERATOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Operator,

shall have the right to immediately terminate this Agreement for violations of this provision by Operator.

11.16 OWNERSHIP OF WORK PRODUCT.

City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Operator hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

11.17 SIGNATURE AUTHORITY.

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Operator whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as Exhibit "C". Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

11.18 CHANGE IN COMPANY NAME OR OWNERSHIP

Operator shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Operator or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

11.19 NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of

the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To City:
City of Fort Worth
Attn: Jesus J. Chapa, Assistant City Manger
200 Texas Street
Fort Worth, TX 76102-6314
Facsimile: (817) 392-8654

With copy to Fort Worth City Attorney's Office at same address.

To Operator:
Chief Financial Officer
Tim Kurpiewski
26228 Ranch Road 12
Dripping Springs, Texas 78620
Facsimile: (512) 858-7212

11.20 NO BOYCOTT OF ISRAEL.

Operator acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this contract, Operator certifies that Operator's signature provides written verification to the City that Operator: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples this 5th day of ~~September~~ October, 2018 ("Effective Date").

CITY OF FORT WORTH:

LASALLE CORRECTIONS VI,
LLC.

By: [Signature]
By: _____
Jesus J. Chapa
Assistant City Manager

Name: [Signature]
Title: CFO 9-19-18
Tim Rurpiewski

By: [Signature]
City Secretary
Date: 10/5/18



ATTEST:

By: _____

APPROVED AS TO FORM
AND LEGALITY:

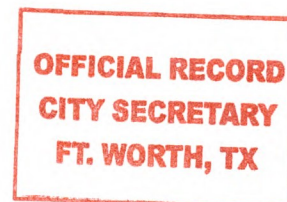
By: [Signature]
Assistant City Attorney

APPROVAL RECOMMENDED:

By: [Signature]
Name: Joel F. Fitzgerald, PhD
Title: Chief of Police


CONTRACT AUTHORIZATION:

2018-1104518
M&C: C-28877
Date Approved: 9/25/18



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.

By: 
Name: OPT J.C. STECKTON
Title: FORT WORTH POLICE

**OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX**

ATTACHMENT A
INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) shall disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire shall be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires shall be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **<http://www.ethics.state.tx.us/forms/CIQ.pdf>**.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Dee August 9-19-13

Signature of vendor doing business with the governmental entity

Date

ATTACHMENT B

OPERATOR(S)'S CONTACT INFORMATION

Operator(s)'s Name: LASALLE CORRECTIONS VI, LLC

Operator(s)'s Local Address: 26228 RANCH ROAD 12, DRIPPING SPRINGS TX 78620

Phone: 512-858-7202

Fax: 512-858-7212 _____

Email: Timkswc@aol.com

Name of persons to contact when placing an order:

Name/Title Tim Kurpiewski, CFO

Phone: (512) 858-7202 Fax: (512) 858-7212

Email: timkswc@aol.com

Name/Title _____

Phone: _____

Fax: _____

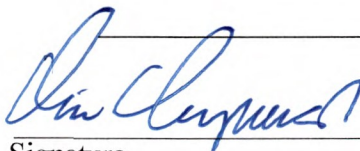
Email: _____

Name/Title _____

Phone: _____

Fax: _____

Email: _____


Signature

Tim Kurpiewski
Printed Name

7-19-08
Date

EXHIBIT C

VERIFICATION OF SIGNATURE AUTHORITY

Company Name: LASALLE CORRECTIONS VI, LLC

Address: 26228 RANCH ROAD 12

City, State, Zip Code: DRIPPING SPRINGS, TX 78620

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind the Company and to execute any agreement, amendment or change order on behalf of Company. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Company. The City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Company. Company will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. The City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by the Company.

1. Name: TIM KURPIEWSKI
Position: CFO



Signature

2. Name:
Position:

Signature

Name: 

Signature:

Title: CFO

Date: SEPTEMBER 19, 2018

EXHIBIT D

NETWORK ACCESS AGREEMENT

This NETWORK ACCESS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FORT WORTH ("City"), a home rule municipal corporation with its principal location at 200 Texas Street, Fort Worth, Texas 76102, organized under the laws of the State of Texas and with its principal location at _____, ("Contractor").

1. The Network. The City owns and operates a computing environment and network (collectively the "Network"). Contractor wishes to access the City's network in order to provide _____

_____. In order to provide the necessary support, Contractor needs access _____

2. Grant of Limited Access. Contractor is hereby granted a limited right of access to the

City's Network for the sole purpose of providing _____. Such access is granted subject to the terms and conditions forth in this Agreement and applicable provisions of the City's Administrative Regulation D-7 (Electronic Communications Resource Use Policy), of which such applicable provisions are hereby incorporated by reference and made a part of this Agreement for all purposes herein and are available upon request.

3. Network Credentials. The City will provide Contractor with Network Credentials consisting of user IDs and passwords unique to each individual requiring Network access on behalf of the Contractor. Access rights will automatically expire one (1) year from the date of this Agreement. If this access is being granted for purposes of completing services for the City pursuant to a separate contract, then, this Agreement will expire at the completion of the contracted services, or upon termination of the contracted services, whichever occurs first.

Services are being provided in accordance with City Secretary Contract No. _____.

Services are being provided in accordance with City of Fort Worth Purchase Order No. _____.

Services are being provided in accordance with the Agreement to which this Access Agreement is attached.

No services are being provided pursuant to this Agreement.

4. Renewal. At the end of the first year and each year thereafter, this Agreement may be renewed annually if the following conditions are met:

41 Contracted services have not been completed.

42 Contracted services have not been terminated.

43 Within the thirty (30) days prior to the scheduled annual expiration of this Agreement, the Contractor has provided the City with a current list of its officers, agents, servants, employees or representatives requiring Network credentials.

Notwithstanding the scheduled contract expiration or the status of completion of services, Contractor shall provide the City with a current list of officers, agents, servants, employees or representatives that require Network credentials on an annual basis. Failure to adhere to this requirement may result in denial of access to the Network and/or termination of this Agreement.

5. Network Restrictions. Contractor officers, agents, servants, employees or representatives may not share the City-assigned user IDs and passwords. Contractor acknowledges, agrees and hereby gives its authorization to the City to monitor Contractor's use of the City's Network

in order to ensure Contractor's compliance with this Agreement. A breach by Contractor, its officers, agents, servants, employees or representatives, of this Agreement and any other written instructions or guidelines that the City provides to Contractor pursuant to this Agreement is grounds for the City immediately to deny Contractor access to the Network and Contractor's Data, terminate the Agreement, and pursue any other remedies that the City may have under this Agreement or at law or in equity.

6. Termination. In addition to the other rights of termination set forth herein, the City may terminate this Agreement at any time and for any reason with or without notice, and without penalty to the City. Upon termination of this Agreement, Contractor agrees to remove entirely any client or communications software provided by the City from all computing equipment used and owned by the Contractor, its officers, agents, servants, employees and/or representatives to access the City's Network.

7. Information Security. Contractor agrees to make every reasonable effort in accordance with accepted security practices to protect the Network credentials and access methods provided by the City from unauthorized disclosure and use. Contractor agrees to notify the City immediately upon discovery of a breach or threat of breach which could compromise the integrity of the City's Network, including but not limited to, theft of Contractor-owned equipment that contains City-provided access software, termination or resignation of officers, agents, servants, employees or representatives with access to City-provided Network credentials, and unauthorized use or sharing of Network credentials.

8. LIABILITY AND INDEMNIFICATION. CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ALL DAMAGES THAT THE CITY MAY INCUR DIRECTLY ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES. THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, SHALL NOT BE LIABLE FOR ANY DAMAGES THAT CONTRACTOR MAY INCUR AS A RESULT OF THE CITY'S RESTRICTIONS TO OR DENIAL OF ACCESS TO CONTRACTOR'S DATA ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR FOR ANY REASONABLE SECURITY MEASURES TAKEN BY THE CITY. IN ADDITION, CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, AND ALL CLAIMS, DEMANDS AND JUDGMENTS THEREFOR, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS

OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES. CONTRACTOR, AT CONTRACTOR'S OWN COST OR EXPENSE, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES FROM AND AGAINST ANY CLAIM, LAWSUIT, DEMAND OR OTHER ACTION TO THE EXTENT THAT THE SAME ARISES FROM THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

2. Confidential Inform at ion. Contractor, for itself and its officers, agents, employees, and representatives, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Contractor further agrees that it shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information

in any way. Contractor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

10. Right to Audit. Contractor agrees that the City shall, during the initial term, any renewal terms, and until the expiration of three (3) years after termination or expiration of this contract, have access to and the right to examine at reasonable times any directly pertinent books, data, documents, papers and records, both hard copy and electronic, of the Contractor involving transactions relating to this Agreement. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. Contractor further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, during the initial term, any renewal terms, and until expiration of three (3) years after termination or expiration of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, data, documents, papers and records, both hard copy and electronic, of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

11. Agreement Cumulative. This Agreement is cumulative of and in addition to any written contracts, agreements, understandings or acknowledgments with the City signed by Contractor. This Agreement and any other documents incorporated herein by reference constitute the entire understanding and Agreement between the City and Contractor as to the matters contained herein regarding Contractor's access to and use of the City's Network.

12. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by an authorized representative of both the City and Contractor.

13. Assignment. Contractor may not assign or in any way transfer any of its interest in this Agreement. Any attempted assignment or transfer of all or any part hereof shall be null and void.

14. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Force Majeure. Each party shall exercise its best efforts to meet its respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure). including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

16. Governing Law / Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.





CITY COUNCIL AGENDA

COUNCIL ACTION: Approved on 9/25/2018

DATE:	9/25/2018	REFERENCE NO.:	C-28877	LOG NAME:	35JAIL INTAKE JD PD
CODE:	C	TYPE:	NON-CONSENT	PUBLIC HEARING:	NO
SUBJECT:	Authorize a Three-Year Agreement with LaSalle Corrections VI, LLC, in the Amount of \$3,350,000.00 Annually with a Contract Total of \$10,050,000.00 for Jail Intake Services for the Police Department (ALL COUNCIL DISTRICTS)				

RECOMMENDATION:

It is recommended that the City Council authorize a three-year agreement with LaSalle Corrections VI, LLC, in the amount of \$3,350,000.00 annually with a contract total of \$10,050,000.00 for jail intake services for the Police Department.

DISCUSSION:

The City of Mansfield currently provides detention services, including booking, transferring, and detention of prisoners arrested by the City of Fort Worth. The City's agreement, totaling \$7,424,445.00, with the City of Mansfield for Detention Services will end September 30, 2018. The Police Department approached the Purchasing Division to establish an agreement to provide the jail intake services currently provided by the City of Mansfield. Staff issued a Request for Proposals (RFP) to 13 vendors from the Purchasing database. The dates advertised in the Fort Worth Star-Telegram were August 1, 2018, August 8, 2018, August 15, 2018, and August 22, 2018. A pre-proposal conference was held August 8, 2018, no potential vendors attended. The City received no responses to the RFP by the established submittal deadline.

Due to the short time available until the Mansfield agreement expired and public safety considerations, City staff negotiated directly with LaSalle Corrections VI, LLC (LaSalle) under the health and safety exception to the competitive bid statute in Chapter 252 of the Texas Local Government Code. Following several discussions and a tour of the City's jail facility, the recommended agreement was successfully negotiated with LaSalle. This Agreement calls for LaSalle to be paid \$3,350,000.00 in payments of \$279,167.00 per month for the 12 month period to begin on October 1, 2018. The services to be performed include prisoner intake processing at 350 Belknap and transportation to the prisoner housing facility contracted by the City. In addition, an administrative change order or increase may be made by the City Manager in the amount up to \$50,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated. \$4.5 million was budgeted in the Fiscal Year 2019 Crime Control and Prevention Budget for jail services.

M/WBE - A waiver of the goal for M/WBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

Upon City Council approval, the Agreement shall begin October 1, 2018, and shall end on September 30, 2021. The City shall have seven one-year options to renew the Agreement which shall run from October 1 to September 30 of the following year.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that, contingent upon adoption of the Fiscal Year 2019 Budget by City Council, funds will be available in the Fiscal Year 2019 Budget of the Crime Control and Prevention District Fund and the Police Department has the responsibility to validate the availability of funds. Future year expenditures under the contract are contingent upon the adoption of future year appropriations.

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by: Jay Chapa (5804)

Originating Department Head: Joel F. Fitzgerald (4231)

Additional Information Contact: Kenneth W. Dean (4130)
Jack Dale (8357)

ATTACHMENTS

1295 Signed.pdf

C-28877

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-404518

Date Filed:
09/17/2018

Date Acknowledged:
10/5/18

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LaSalle Corrections VI, LLC
Dripping Springs, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Fort Worth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

POLICE-18-00434699
Correctional Management Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tim Kurpiewski, and my date of birth is 10/06/63

My address is 26228 RR 12 Dripping Springs TX 78620 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HAYS County, State of Texas, on the 17 day of Sept, 2018.
(month) (year)

Tim Kurpiewski
Signature of authorized agent of contracting business entity
(Declarant)