

**AMENDMENT
TO
FACILITY OPERATION AND MANAGEMENT AGREEMENT
LaSalle Corrections, L.L.C.**

This amendment (“Amendment”) to the Facility and Operation and Management Agreement (“Operating Agreement”) is entered into on **the _____ day of May, 2019**, by and between the SAN LUIS FACILITY DEVELOPMENT CORPORATION, a nonprofit corporation organized under the laws of the State of Arizona (“MPC”) and LaSALLE CORRECTIONS, L.L.C., a Limited Liability Company organized under the law of the State of Louisiana (“Operator”). The MPC and the Operator may be referred to singularly as the “Party” and collectively as the “Parties.” for the operation and management of the San Luis Regional Detention and Support Center at 406 North Avenue D, San Luis, Arizona 85349 (“Facility”).

RECITAL

WHEREAS, the MPC has agreed to enter into an Inter-Governmental Service Agreement #70CDCR19DIG000008 (“IGSA 2019”) with the United State Department of Homeland Security U.S. Immigration and Customs Enforcement Office of Enforcement and Removal Operations (“ICE”); and

WHEREAS, ICE through the IGSA 2019 contracts with the MPC for detention services; and

WHEREAS, the MPC by way of this Amendment desires to delegate those contractual duties to the Operator; and

WHEREAS, the Operator has expressed that the IGSA 2019 will be beneficial to operations by guaranteeing a population minimum of 250 for 60 months, with certain exceptions.

NOW, THEREFORE, in consideration of the mutual rights, benefits and obligations herein exchanged, the Parties covenant, agree and bind themselves:

- A.** ICE’s IGSA #70CDCR19DIG000008 (IGSA 2019) is incorporated in its entirety into this Amendment by this reference.
- B.** All the duties and obligations of operation of the Facility explicit or implied in the IGSA 2019 shall be performed by the Operator.
- C.** Compensation for the Operator and payment of the City Business License Fee and Variable Business License Fee shall continue as described in the Operating Agreement.
- D.** Beds that ICE pays for, but does not fill under the IGSA 2019 shall be treated as if they had been filled and counted as an Inmate Day as that term is defined in the Operating Agreement to calculate Operator compensation and the City of San Luis License Fee.

- E. Employment Eligibility. The Operator agrees that each employee working on the IGSA 2019 will have a Social Security Card issued and approved by the Social Security Administration. The Operator shall be responsible to the Federal Government for acts and omissions of its own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of the IGSA 2019, illegal or undocumented aliens will not be employed by the Operator, or with the IGSA 2019. The MPC and the Operator will ensure this provision is expressly incorporated into any and all Operating Agreements with the Operator. The Operator will ensure that this provision is expressly incorporated into any and all subordinate agreements issued in support of this IGSA.

- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signature of all Parties may be physically attached to a single document.
- G. Signed copies. For purposes of this Agreement, a signed original of this Agreement may be scanned and delivered by facsimile, by email or by other electronic or digital means and may be printed from that scanned original and shall be treated by the Parties as an original of this Agreement and shall be given the same force and effect.

[Intentionally left blank, signature page follows]

SIGNED by each of the Parties and acknowledged by the Trustee on the dates set forth below:

San Luis Facility Development Corporation

By: _____
Signature

Name: _____

Its: _____

Date: _____

ATTEST:

Maria Gonzalez, Secretary

APPROVED AS TO FORM:

Kay Marion Macuil, General Counsel for the Corporation

LaSalle Corrections, L.L.C

By: _____
Signature

Name: _____

Its : _____

Date: _____

Acknowledged by:

U.S. BANK NATIONAL ASSOCIATION,
Not individually but solely in its capacity as Trustee

By: _____
Signature

Name: _____

Its : _____

Date: _____