

REQUEST FOR PROPOSAL

San Luis Facility Development Corporation



**PROPOSAL SPECIFICATIONS:
FACILITY OPERATION AND MANAGEMENT**

The San Luis Facility Development Corporation of City of San Luis, Arizona (“Corporation”) invites proposals for the operation and management of the San Luis Regional Detention Center, a detention facility designed for up to 870 beds and built to American Correctional Association Standards (“Detention Center”). The Corporation intends to select a single vendor (“Vendor”) to operate and manage the Detention Center. The facility is located at 406 North Ave. D, San Luis, Arizona

Responses are to be delivered no later than Monday, July 1, 2019, at 5:00 p.m. It is the responsibility of the Vendor to ensure that delivery is made at the specified time and place. Responses received after the specified time and place may be rejected.

**Ms. Jenny Torres
President
San Luis Facility Development Corporation
c/o Office of City Clerk of the City of San Luis
P.O. Box 1170
1090 E. Union Street
San Luis, Arizona, 85349
928-341-8520**

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Submitted to:

**Ms. Jenny Torres
President
San Luis Facility Development Corporation
c/o Office of City Clerk of the City of San Luis**

LaSalle Corrections (Lasalle) is pleased to submit the attached response to the RFP – for the Operation and Management of the San Luis Facility Detention Center. The required information for this RFP is organized in the requested format of one (1) unbound original (suitable for photocopying) with eight (3) additional bound copies. The information in each packet also strictly adheres to RFP- Proposal Submission.

LaSalle understands the Operation and Management of the San Luis Regional Detention Center will be required to be in conformance with the rules and regulations of the A.R.S. §§9-402 and §§9-403, and other provisions of state law, the Operation and Management Agreement between the successful respondent and the Development Corporation, the rules of jurisdictions housing prisoners at the Facility to the extent made applicable by the terms of the prisoner housing contracts with those jurisdictions. LaSalle understands it will be responsible for negotiating and obtaining contracts for the placement of inmates/detainees within the Detention Center.

United States Department of Labor

LaSalle understands The United States Department of Labor will consider the Operation and Management for the 870 bed San Luis Regional Detention Center to be subject to the Service Contract Act; therefore, the selected operator will be required to pay its employees' wages that meet or exceed those provided under the applicable Wage Determination schedule for the applicable region, as amended and updated

I would like to thank the San Luis Facility Development Corporation and the City of San Luis for accepting and considering our proposal. We hope that our proposal is a step towards a continued partnership between San Luis Facility Development Corporation and the City of San Luis and LaSalle Corrections.

If you or anyone else in your organization require further information regarding our submission to this RFP, please do not hesitate to contact me.

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Our Management Philosophy

At LaSalle, we value those entrusted to our care. Our overriding management philosophy is to treat every inmate with the utmost respect and dignity.

Responsible. Proactive. Influential.

At LaSalle, we offer a long list of services. LaSalle offers a variety of programs and services to securely process, house, treat, and transport service for Inmates/Detainees. In addition to offering typical activities like outside recreation, telephone communications, and commissary services in our facilities, there are opportunities to pursue continuing education, participate in rehabilitative programs. The present standard services being provided to operate, manage and maintain facilities.

- Inmate Housing
- Food Service
- Laundry
- Transportation
- Commissary
- Telephone
- Mail
- Recreation
- Medical Service
- Visitation
- Job Assignments

It is the policy of the LaSalle Corrections to provide high quality correctional services in a safe, humane environment for the inmates housed therein.

Philosophy

LaSalle Corrections, within available resources, offers the widest practical range of correctional options, including institutionalization, community programs, and other similar sanctions, that will best serve the needs of society and the individual inmate, enhancing the offender's ability to return to the community and live in a law-abiding manner. LaSalle Corrections will administer its programs in an equitable manner in the least restrictive environment consistent with public safety.

LaSalle Corrections operates under the principle that all administrative and management decisions either directly or indirectly affect the security and treatment goals of the facility. In that connection, facility staff can serve as important and productive role models for inmates, conveying mainstream societal values to the inmate population. Throughout the course of a day, opportunities for interaction between staff and inmates can provide a means to teach or reinforce appropriate inmate behavior, and employees are expected to interact with inmates in a manner consistent with the objectives of the facility.

LaSalle will provide daily operation and management services and will operate, maintain, and manage the facility in compliance with all applicable federal and state constitutional requirements, laws, court orders, and U.S Marshals Service and ICE PBNDS 2000 standards, and all applicable ACA Standards and requirements whether now in effect or hereafter effected or implemented, and in accordance with the operational plan, the terms and conditions contained in the Contract, and any documents referenced therein.

LaSalle will, at all times, provide a sufficient number of trained personnel to provide for and maintain the security, control, custody, and supervision of inmates in the Facility in compliance with all applicable court orders, Arizona State Standards and each Agency's required staffing.

Maintenance: LaSalle will maintain the physical structure of the facility and all tangible personal property contained therein, including leased furnishings and equipment, in accordance with the Contract including all maintenance related to structural conditions or defects as well as ordinary routine maintenance adhering to the manufacturer's recommended preventative maintenance schedule. LaSalle will maintain, preserve and keep the facility and leased furnishings and equipment in good repair, working order and condition, subject to normal wear and tear. LaSalle will promptly make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, and inspections. All such replacements and renewals shall thereupon become part of the facility. LaSalle will develop and implement a preventive and routine maintenance plan and will keep maintenance records. Copies of inspection reports, maintenance records and maintenance plans during the term of the Contract.

Maintenance of the facility shall be the sole responsibility of LaSalle. The maintenance plan shall include the following:

- a. Plant equipment
- b. Maintenance
- c. Vehicle preventive maintenance programs.

Vehicles: LaSalle will purchase and provide all vehicles required for the operation and maintenance of the facility. LaSalle agrees to have all vehicles properly insured for comprehensive, collision, property, medical, personal injury, theft and replacement damages. All maintenance plans and records, preventative maintenance, repair records, etc.

PREA Standards: All our facilities comply with PREA Standards. We have policies in place for the prevention of prison rape and processes to report an incident if one feels threatened. LaSalle has established a zero-tolerance policy towards all forms of Sexual Abuse and Sexual Harassment in all its facilities. When a LaSalle operational subsidiary, business or program falls within the scope of the Prison Rape Elimination (PREA) and the DOJ National Standards To Prevent, Detect, and Respond To Prison Rape (Final Rule, dated, June 2012) or Subpart A of the Department of Homeland Security Standards to Prevent, Detect and Respond to Sexual Abuse and Assault in Confinement Facilities (79 Fed. Reg. 13100 dated March 7, 2014), LaSalle will comply with these

regulations as required.

Every LaSalle employee is to immediately report any information passed through them by inmate, staff, third party, or anonymously regarding sexual abuse and assault whether the allegation is against staff, another inmate, a volunteer, contractor, etc. This will include any verbal or written reports of retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, as well as staff neglect or violation of responsibilities that may have contributed to such incidents. LaSalle staff will promptly document any verbal reports of sexual harassment, touching, or other sexual act, even if the allegation may have occurred at another facility. Aside from reporting this information to a designated supervisor or official, LaSalle staff does not share information related to a sexual abuse report other than to the extent necessary, as specified in agency policy, for treatment, investigation or security and management positions.

When an allegation of inmate-on-inmate or staff-on-inmate sexual abuse or sexual harassment is made, the LaSalle Corrections Prison Rape Elimination Act (PREA) coordinator or assistant PREA coordinator shall be contacted via email. LaSalle will ensure an administrative or criminal investigation for all allegations of sexual abuse and sexual harassment will be addressed immediately upon notification. Sexual assault or abuse of inmates/detainees by other inmates/detainees or by employees, contractors, or volunteers is prohibited and subject to administrative, disciplinary, and criminal sanctions.

Policy: LaSalle Corrections shall maintain a drug free workplace through the implementation of the provisions within this directive. All unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and corrective action shall be taken against employees for violations of such prohibitions. In addition, to ensure the safety and security of institutions, employees, and the public, LaSalle shall administer drug and alcohol testing programs in accordance with U.S.M.S and ICE provisions of this directive.

Inmate Mail and Telephone: LaSalle will provide for mail and telephone systems and services in compliance any State or inmate agency standards.

Use of Force: LaSalle will administer use of force in compliance with U.S.M.S and ICE policy and procedures.

Sanitation & Hygiene: LaSalle will provide an environmentally clean, healthy, and safe facility for both employees and inmates as follows: At a minimum, sanitation and hygiene will be maintained at a level equivalent to the level maintained at all LaSalle facilities. All floors, including concrete shall be waxed and buffed. All areas of the Facility shall be maintained free of cobwebs, dirt, or dust build-up, including ceiling and wall grills. The grounds will be free of all trash. All kitchen equipment and utensils shall be free of grease build-up.

- LaSalle will inspect all areas of the facility daily for cleanliness and such inspections shall be documented.

- Lighting, ventilation and heating equipment will be functional at all times.
- No fire, safety or health hazards will exist.
- All plumbing equipment, including toilets, sinks, and showers will be operational at all times.
- All hazardous chemicals will be inventoried, stored and maintained in accordance with OSHA's policy and procedures.
- Food service areas shall be clean and in compliance with applicable state health regulations.
- Copies of all inspection reports, including internal and reports from governing agencies, will be submitted to the Compliance Monitor.

SANITATION AND PEST CONTROL PLAN

LaSalle shall provide a safe, clean, pest-free environment for its staff and inmates and shall ensure those conditions are maintained on a continuous basis. Staff shall provide all inmates housed in LaSalle facilities with the resources and facilities to maintain their persons in a clean hygienic manner and shall comply with applicable standards regarding sanitation including cleaning, laundry, and maintenance of facilities. LaSalle shall provide inmates in its facilities with clean, well-fitting clothing appropriate for the season as well as clean bedding and linen.

Sanitation: All inmates will be required to maintain a high level of personal cleanliness and will be provided the means to do so.

Clothing: Institutional clothing will be issued to all new commitments who are processed into the unit in accordance with policy. Items of permissible personal clothing will be enumerated in procedures for the admission process. Inmates will not be permitted to retain or wear clothing specific to the opposite gender. Inmates will be issued receipts for personal clothing that may not be retained by the inmates in the facility. If such clothing is not picked up within 48 hours by a relative or other approved party, it will be cleaned and stored in a secure area pending removal; no long-term storage over 30 days will be permitted. Civilian clothing may be brought in for court appearances only by relatives, attorneys, or friends, with appropriate search and receipt procedures.

Laundry Services: Laundry services will be provided for all inmates on an established schedule. Personal clothing items retained may be laundered in accordance with local procedures developed for that purpose. Dry cleaning services will not be available.

Personal Hygiene: The following personal hygiene items will be issued to inmates upon intake:

- Toothbrush
- Dentifrice
- Soap

- Comb
- Shaving implements
- Feminine hygiene item

Hygienic items will be available from housing unit staff to replenish supplies, as will toilet paper and drinking cups. The housing officer will assure that there are sufficient quantities of such items in the unit for normal use patterns.

Showers: Showers will be available and required on admission. In the housing areas, showers will be open to inmates each day on an established schedule.

Bedding: Bedding and linens will be provided to inmates during the admission process, as appropriate to the climate and season.

Exchange of linens and towels will be on an established schedule not less than once a week. Mattresses and pillows will remain in housing units and will be sanitized between uses.

SANITARY LIVING ENVIRONMENT

The Safety Officer is responsible for developing, implementing, and overseeing procedures that ensure the facility sanitation plan is carried out. Ensuring high standards of housekeeping and sanitary practices are, however, the responsibility of each department head.

Housekeeping Plan: A written housekeeping plan will be available for each area of the institution. These plans will be prepared as directed by the Chief of Security, the Safety Officer, and the head of each department, and will include the following:

- A cleaning schedule for the area
- Specific jobs for inmates and staff assigned to sanitary duties
- A time schedule for duty completion
- Specific instructions for the cleaning and/or maintenance of cells, day rooms and other common areas such as floors and doors, storage areas, other departments and program areas, walls and windows, toilet and shower facilities, and equipment.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage and disposal of all liquid and solid waste accumulations in the area. Instructions will be provided for the acquisition, utilization, and storage of cleaning supplies and equipment.

Housekeeping plans for all areas will be forwarded to the Safety Officer for review and approval. Copies of all approved plans will be distributed and maintained in the following areas:

- Office of the Department Head Responsible for the Area
- Office of the Shift Supervisor
- Office of the Safety Officer
- Office of the Chief of Security

Inmate Sanitation Responsibilities: Each inmate is required to maintain sanitary living area conditions and will be responsible for the cleanliness of their cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area. Cleaning materials and articles for cleaning will be issued by the officer to each inmate. The inmate is responsible for the proper use and care of these articles. Before departing the living area each day, every inmate will sweep and mop the floor of their personal living area and deposit any trash in the appropriate trash container. Inmate personal property limits will be enforced in the process of all inspections.

No curtains, screen, paper, cellophane, cardboard, etc., will be hung in the cell or on cell doors or bars because of fire hazards and supervision obstacles that such materials present.

Unit Sanitation: At 7:00 a.m. each day the following items will be issued from unit storage areas according the daily unit cleaning plan:

- Mops, buckets, and brooms
- Plastic container with commercial cleaner for use in cleaning toilets and showers
- Scrub brushes and cleaning rags

Cleaning items will be secured each day by 10:00 a.m. before and after issue. All cleaning equipment will be inspected by the unit officer and the shift supervisor for safety, cleanliness, and damage. Cleaning implements will be kept in a janitorial closet to provide for proper ventilation and drying. The mops will be placed on a rack that will ensure drying.

Locked Unit Sanitation: Locked unit cells will be cleaned daily and as inmates are transferred or released. This cleaning will include cleaning the bed, toilet areas and mopping the floor. Cleaning of locked unit common areas will be done by an assigned inmate under staff supervision. When a cell has been vacated, if not clean, the assigned orderly will clean the cell after it has been searched by staff.

Common Area Sanitation: The Chief of Security will identify staff that will be responsible for cleaning corridors and other common areas of the facility. The corridors will be cleaned by inmates assigned to the job. Waxing of corridors and unit floors will be done as needed during the week. All floors will be kept clean, dry, and free of hazardous substances. The shift supervisor will inspect common areas for compliance with all sanitation standards.

Inspection Program: There will be daily inspections of sanitation levels in all areas of the facility by pre-assigned staff members who will file records of those inspections with the Safety Officer. These will be in addition to the security inspections conducted under policy. Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Quarter's Officer will inspect cells and living areas daily and report any infraction of these regulations to the immediate supervisor. The unit officer will notify inmates of unsatisfactory cell conditions by immediately recalling them from work or programs; in cases of continued

noncompliance staff will issue an incident report.

Each department head will personally inspect their department or area of responsibility at least once a week; that inspection will be logged or otherwise recorded with the Safety Officer. There will be monthly inspections of sanitation levels in all areas of the facility by the Safety Officer who will maintain a record of those inspections in the safety office. There will be annual inspections of the entire sanitation program by a qualified sanitation official, and a record of those inspections will be kept on file by the Safety Officer. No inmate will inspect sanitation levels, check temperatures, or maintain the records of those inspections or check.

The Facility complies with all applicable laws and regulations of the governing jurisdiction, and documentation is provided by an independent, outside source noting any past deficiencies in annual inspections have been corrected.

Kitchen cleaning equipment will be kept separate from the other cleaning equipment. The facility's water supply will be certified by an independent auditor who will be in compliance with all applicable local laws and regulations. Water and sewage systems will be approved by local and State health departments and will be operated in continual compliance with local regulations.

Maintenance Issues: The unit will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs as described in policy. Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the maintenance department; minor maintenance may be performed by facility personnel and inmates, as appropriate.

WASTE DISPOSAL AND PEST CONTROL

The control of liquid, solid, and toxic waste products generated in the process of normal institutional operations and of pests and vermin are critical life safety issues in a correctional setting. Liquid, solid, and toxic wastes from institutional operations will be collected, stored, and disposed of in a manner that protects the health and safety of inmates, staff, and visitors and is in compliance with all applicable regulations and statutes. Pests will be controlled through an aggressive program of regular inspection and extermination.

Garbage Disposal: Garbage and other waste disposal services are provided by contract with the city sanitary department or a local private contractor. Garbage and other refuse include all garbage, rubbish, and other decomposable and non-decomposable solid waste except the liquid waste normally discharged into sewers from the facility buildings, residences, and grounds. Institutional methods of handling and dispensing of refuse will be in compliance with the requirements of all local and Federal agencies. Trash and rubbish shall be deposited in a water tight container with tight fitting lids and will be collected and removed in such a manner as to avoid creating a menace to health and as often as is necessary to maintain good sanitary conditions. These collections will meet the following minimum schedule:

- Housing units will deliver all trash refuse and garbage to the designated area on an

established schedule.

- Food service and industrial or shop waste will be delivered to the compactor or other established collection area on established schedules, but not less than three times each week.
- The refuse contractor will empty the compactor or other refuse container on a pre-agreed schedule that ensures that odors and excess accumulation of trash will be prevented.

Sewage Products: Treatment of waste and sewage will be managed by the local municipality in compliance with the applicable requirements of the state agency regulating water pollution control and the Federal Environmental Protection Agency. Water and sewage systems not a part of a city system and food preparation areas shall be inspected at least annually by health authorities.

Pests: Pests are any destructive insect, animal, or vermin that causes annoyance, discomfort, or disease. The pest control program will be managed by the Safety Officer. Each facility will have a contract with a licensed pest control firm or individual who will be readily available to provide major vermin and pest control services. Minor pest control action such as spraying will be conducted monthly throughout the facility as determined necessary by the Safety Officer. Inspection of the facility under the pest control program will be conducted monthly by the Safety Officer. Reports of those inspections will be filed with the Chief of Security. Employees will be required to report any observation of insects, rodents, or vermin throughout the facility. The Safety Officer will implement corrective action.

INMATE CLOTHING, BEDDING AND LINEN SUPPLIES

All inmates will be supplied with bedding and linens sufficient to provide comfortable, sanitary, and environmentally suitable conditions during confinement and access to clean replacements or laundry facilities. The Laundry Manager is responsible for the overall operation of the clothing issue and laundry operations.

Care of all clothing and bedding supplies issued to an inmate will be that inmate's responsibility and he/she will be held accountable for its use; the facility will not be responsible for any personal clothing that inmates are permitted to retain. A supply of clothing, linen, and bedding will be maintained at a level that exceeds the amount needed to supply the facility's maximum inmate population. Facilities will be available to provide for the thorough cleaning, disinfecting, and storage of inmate personal clothing not permitted in the facility as indicated in the intake processing policy. The Laundry Manager is responsible for directing all other aspects of the exchange program.

Standard Clothing Issue: Suitable clothing of the proper size, durable, presentable and appropriate to the climate and season will be provided to all inmates during the admission process. This standard issue includes established quantities of the items listed in the policy and other seasonal or occupational required items such as safety shoes. Each facility will develop a uniform

method for identifying clothing items issued that belong to each inmate using a numerical, bin, or other system.

Bedding Issue: The unit provides for the issue of suitable, clean bedding and linens. Standard bedding issue for all inmates will include at a minimum one mattress (on bed), two (2) blankets (seasonal), two (2) sheets, one (1) pillow, one (1) pillowcase, and (1) towel.

Laundry: Clean clothing and linen will be available to all inmates at least once a week; the system will be designed to provide at least three complete sets of clothing per week. Each facility will establish a location or method for laundering these items that ensures all inmates have the means available to obtain clean clothing and linen. Inmates in locked units will be subject to separate procedures to be established locally. All laundry exchange will be on a one-for-one basis: no exchange will be made without turning in an item. Blankets will be cleaned every three months. The responsibility for all items issued will rest with each inmate. The clothing officer will maintain a clothing card for each inmate that includes the following information:

- A listing of all items issued to the inmate
- A receipt signed by the inmate for all issued items
- Date of issue of each item
- Cost of each item
- Any correspondence regarding the issued items

Replacement will be made by the clothing officer when an item has equaled or exceeded normal life expectancy, or a lost or stolen item is authorized for replacement in writing by the Laundry Manager. The inmate will reimburse the facility for the lost or stolen item.

Prior to inmate release or transfer, all items issued will be returned to the laundry exchange area to be inventoried and have their condition verified by the clothing officer. Possession of the property of another inmate or property which has been improperly altered is a violation of institutional rules and will be reported in accordance with inmate discipline procedures.

Protective Clothing: Appropriate protective clothing will be issued to inmates assigned to food service, hospital, farm, garage, physical plant, maintenance shops, or other work details, and may be exchanged as often as necessary for the assigned work. Clothing provided will be suitable to the climate and season and will be properly fitted and presentable, as well as durable. Protective clothing will be issued when authorized in writing by the job supervisor and approved by the department head. In the case of some jobs (e.g., food service), issue of certain items will be automatic with assignment to that detail. These special clothing articles may include but not limited to the following:

- Uniforms for food service and hospital workers
- Cloth apron
- Rubber aprons

- Safety shoes with steel toes
- Parkas and/or overcoats for inmates assigned outside jobs in inclement weather
- Overshoes or boots as required
- Face Masks
- Hair Nets
- Gloves

Other: No civilian clothing or staff uniforms will be laundered or stored in a manner that allows inmates to come in contact with those items; storage of these items will be outside the secure perimeter of the facility. Storage areas for all inmate clothing, bedding, and linens will be provided in a secure area that will prevent pilferage.

All mattresses shall be swept, aired, and sprayed with a nontoxic disinfectant prior to storage.

Food Services: LaSalle will provide a food service program in compliance with the State and Federal Standards. LaSalle is responsible for providing a variety of services including diet. LaSalle will provide all food, staffing and supervision of preparation for the total delivery of food service at the facility.

1. Master Menu

- a. LaSalle agrees to develop a four-week cycle Master Menu that includes all nutritional information and shall be reviewed. The Master Menu will be followed by LaSalle to ensure inmates housed in the Facility receive the same caloric and dietary requirements. LaSalle agrees to serve three (3) meals per day in accordance with State and Federal Standards, with the exception of sack lunches or other special diets, as directed by medical staff, or the Warden in the case of an emergency,
- b. LaSalle agrees to make provisions for providing sack lunches for inmate work crews in compliance with the applicable standards.

2. Delivery of Food:

- a. **General Population:** This will include blind feeding where the inmate serving the food is not able to see the inmate receiving the tray.
- b. **Confinement/Infirmary:** Inmates who are housed in confinement or infirmaries shall be fed in the confinement units or infirmary, whichever is appropriate.
- c. **Medical Diets:** LaSalle will prepare all medical diets in accordance with the policies.

Management and Operation Agreement

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

I. PURPOSES

- 1.01 Operator agrees to operate, manage and supervise the Facility for the MPC, and to receive, detain and care for all properly classified inmates for which the Facility is approved that may be assigned to the Facility from:
- (a) the City of San Luis, Arizona ("City") through its Chief of Police, or through its Acting Chief of Police, or through such other person or persons as may be designated by its City Manager, or its Chief or Acting Chief of Police (collectively the "Police Chief");
 - (b) the United States Government or any of its agency, under an agreement between the MPC and the United States or any of its agencies;
 - (c) any Indian Tribe as defined under 25 USC §101 subject to the jurisdiction of the United States and recognized as possessing powers of self-government;
 - (d) the Arizona Department of Corrections ("ADOC"), under an agreement between ADOC and the MPC; and
 - (e) any other federal, state, county, city or local jurisdictions.

The above entities may be referred to as "Users" or "User Agencies."

- 1.02 Operation and management of the Facility must be in accordance with the applicable standards of the American Correctional Association and the requirements set forth in agreements with entities contracting with the MPC to house inmates at the Facility ("Sending Jurisdictions").
- 1.03 The Operator is an independent operator engaged for the public purpose of operating a Detention Center on behalf of the MPC. No property interest or right in the Facility or grounds is granted to the Operator by this Operating Agreement.
- 1.04 The Operator shall operate the Facility in compliance with the Indenture and this signed Operating Agreement. The Operator shall provide or cause to be provided all insurance, maintenance, certifications and other matters required of or made the obligation of the MPC under the Indenture and this Operating Agreement. This obligation includes, without limitation, preparation of all reports or disclosures required under the Indenture and this Operating Agreement.
- 1.05 Each statement contained in the introduction section of this Operating Agreement are contractual provisions and stipulations binding upon the Parties and are not mere recitals.

II. TERM

- 2.01 The MPC retains Operator exclusively, and Operator accepts this engagement for the operation, management, and maintenance of the Facility of this Operating Agreement. The term of this Operating Agreement shall begin on the Effective Date, **December 1,**

DRAFT
FACILITY OPERATION AND MANAGEMENT AGREEMENT

This Facility and Operation and Management Agreement (“Operating Agreement”) is entered into 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 WEST, 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.” This Operating Agreement is effective December 1, 2019 (“Effective Date”) 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, Background: This Operating Agreement is entered into as a response to “Request for Proposals for San Luis Regional Detention Facility” to be effective December 1, 2019.

WHEREAS The existing Facility Operation and Management Agreement with an effective date December 1, 2018 terminating on November 30, 2019 will have expired on its own terms.

WHEREAS, the MPC is the owner of the Facility, with a capacity of eight hundred seventy (870) inmate beds for secure detention; and

WHEREAS, the MPC (also sometimes referred to in this Operating Agreement as the “Issuer”) has issued bonds to finance building the Facility and other improvements to support the operation of the Facility; and

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

WHEREAS, the MPC and Operator find this Operating Agreement to be in the best interests of the Parties and the efficient and safe operation of the Facility.

WHEREAS, the Parties find this Operating Agreement to be in the best interests of the public because it serves the public purposes of providing space for incarcerating law violators and economic benefits to the local economy; and

WHEREAS, the workforce for the Facility as represented by the International Guards Union of America Local 158 is content with the Operator (LaSalle), and it wants no abrupt change of operators as it has experienced; and

WHEREAS, the MPC has entered into a Trust Indenture (“Indenture”), dated October 1, 2005, and supplemented on February 1, 2011, March 27, 2014, and April 2014, with the Trustee. Capitalized terms not otherwise defined shall have the meaning ascribed to such terms in the Indenture.

2019, and shall end on November 30, 2024 ("Primary Term") with the option of two (2) five-year renewal terms which can be exercised by the mutual agreement of the MPC and the Operator. The first Renewal Term shall be from **December 01, 2024 to November 30, 2029.**

2.02 The MPC or the Operator may terminate this Operating Agreement with or without cause at the end of each (2) two-year anniversary date with a 90-day written notice to the other party of its intent to terminate the Agreement.

2.03 The MPC may terminate with cause if Operator's continued default occurs under the terms of this Operating Agreement existing more than ninety (90) days after Operator's receipt of the MPC's notice that Operator has failed to perform any of its obligations under this Operating Agreement. If Operator does not, within ninety (90) days of receiving from the MPC written notice that Operator has failed to perform any of its obligations in this Operating Agreement, cure such failure (or if such failure cannot be cured within such ninety (90) day period, Operator does not commence such cure within the ninety (90) day period and thereafter diligently proceed with all actions necessary to cure such failure when reasonably possible), then the MPC, may upon written notice to Operator, terminate the Operating Agreement.

III. OPERATOR'S COMPENSATION

3.01 Operator Fee.

(a) Operator Fee.

Indenture. During the term of this Operating Agreement and solely from Project Revenue, MPC agrees to pay Operator compensation as set forth herein for the goods and services provided hereunder to the extent that Project Revenue are made available for that purpose under the Indenture.

Definition of Operator Fee. As used in this Operating Agreement, the term "Operator Fee" shall mean collectively the fees earned under this Operating Agreement. For the avoidance of doubt, Project Revenue generated from the Operator's operation of the Facility during any of the operation's months, including the Interim Forbearance Period, even if such Project Revenue are not actually received by the Trustee until after the termination of the 2016 Agreement, the Forbearance Agreement and this Operating Agreement, will be applied in accordance with the priorities set forth in this Operating Agreement.

Source of Funds. The MPC is only obligated to pay the Operator's share of the Operator Fees to Operator to the extent that funds are available in the Operating Account, Operator Fee Account and the Surplus Account (maintained by the Trustee pursuant to the Indenture) for such purposes. No funds of the MPC that are generated by other projects

or any other funds of the MPC, and no funds of the City, including but not limited to those that are held in the general fund of the City, and no tax, fee, enterprise or any other revenue of the City, shall be obligated to pay the Operator Fee or any fees under this Operating Agreement. MPC shall instruct the Trustee to pay the Operator's share of the Operator Fees to Operator when funds are available to the Trustee to pay such fees. The Operator shall instruct the Trustee to pay the City's fees under this Operating Agreement, when funds are available to the Trustee to pay such fees.

- (b) Operator Fee Payments and Order of Priority Once the Trustee has transferred Project Revenue to the Bond Fund and Reserve Fund under Indenture Sections 5.06(a) and (b), and made all required Principal and Interest payments on the Bonds according to the Indenture including deposits needed to cover any shortfalls of Interest and Principal due and owing from prior months, MPC shall then direct the Trustee to calculate and pay any available Project Revenue as an Operator Fee payable on a monthly basis in this order:
- (i) "Operation and Maintenance Costs" From Project Revenue available to the Trustee in the Operating Account for such purposes, MPC shall direct the Trustee to pay to Operator all of the unreimbursed "Operator and Maintenance Costs" as defined by the Indenture incurred by the Operator, including any unreimbursed "Operator Direct Expenses" from prior months. If there is not sufficient net revenue to pay these expenses, any unpaid amounts will be carried forward to the next month; and
 - (ii) "General and Administrative Expenses" and City's fees. After paying the above Operating and Maintenance Costs and carryforwards, if there is sufficient net Project Revenue in the Operator Fee Account, the MPC shall direct the Trustee to pay the Operator for its General and Administrative Expenses based on 6% of actual Operation and Maintenance Costs and the Trustee shall pay the City a fixed monthly City Business License Fee of \$50,000.00 ("City Business License Fee"), and will also include any unreimbursed "Detention Facility City Business License Fees" and the Operator's General and Administrative Expenses from prior months earned and unpaid prior to this Agreement. The amounts will be paid in a pro-rata share between the Operator and the City if there is not sufficient net Project Revenue to pay both the General Administrative Expenses and the City's fees (the City Business License Fee and the Detention Facility Business License Fee) the City and the Operator shall be paid to the extent of available net Project Revenue, and any unpaid amounts will be carried forward to the next month; and
 - (iii) "Variable Incentive Fee and City Variable Business License Fee" After paying the above costs and fees in subsection (i) and (ii), if there is sufficient net Project Revenue in the Operator Fee Account, the MPC shall direct the Trustee to pay from the Operator Fee Account a Variable Fee when the average Inmate Days for a month is 638 or above. The Operator shall be paid an amount equal to \$20 per inmate per day in that month, and the City shall be paid a Variable Business License Fee equal to \$5 per inmate per day in that month. The amounts will be paid in a pro-rata share between the Operator and the City; provided, however, if there is not sufficient net Project Revenue to pay both variable fees, the Operator and the City shall only be paid to the extent of available net Project Revenue and any unpaid amounts will be carried forward to the next month. See section 3.10 below for the calculation of those Inmate Days; and
 - (iv) "Operating Reserve/Repair/Contingency Account" To the extent that there are

sufficient available Project Revenue after satisfaction of the above priorities deposits shall be made to the Operating Reserve/Repair/Contingency Account up to \$10,000 per month, in accordance with Section 5.06(e) of the indenture, not to exceed an account balance of \$300,000; and

- (v) **“Additional Variable Incentive Fee”** After paying the above costs and fees in the subsection above if there is sufficient net Project Revenue in the Operator Fee Account, the MPC shall direct the Trustee to pay from the Operator Fee Account an Additional Variable Fee when the average Inmate Days for a month exceed 850 or above. The Operator shall be paid an amount equal to \$10 per inmate per day in that month, and the City shall be paid a Variable Business License Fee equal to \$2.5 per inmate per day in that month. The amounts will be paid in a pro-rata share between the Operator and the City; provided, however, if there is not sufficient net Project Revenue to pay both variable fees, the Operator and the City shall only be paid to the extent of available net Project Revenue and
 - (vi) **“Surplus Fund Amounts”** Any funds remaining after paying the Variable Incentive Fee and the Variable Business License Fee including any carryover shall follow the requirements for the excess of the Operator Fee Account under the Indenture as it relates to Operating Reserve/Repair/Contingency and Surplus Account defined in Section 5.06 (f) of the Indenture. In each case, nothing in this Section 3.01 of this Operating Agreement shall be construed in a manner inconsistent with the Indenture.
- (c) **(d) Termination of Operator Fee.** No Operator Fee due and owing to the Operator under this Operating Agreement shall remain due and owing after 120 calendar days have elapsed following the termination of this Operating Agreement by its own terms or otherwise. The Operator shall only be paid its share of the Operator Fee due under this Operating Agreement from Project Revenue generated by the services provided by the Operator in the operation, management and maintenance of the Facility. Project Revenue generated by any other operator of the Facility shall not be utilized to pay the Operator Fee of the Operator due and owing under this Operating Agreement.
- (e) **Operator Acknowledgement of Risk.** The Operator acknowledges that Project Revenue during the term of the Operating Agreement may not be adequate to reimburse the Operator for all Operation and Maintenance Costs advanced by the Operation.

3.02 Source of Funds. Regardless of anything to the contrary in this Operating Agreement, all amounts due and payable by the MPC to Operator shall be a current obligation payable solely from the amounts held within accounts established under the Indenture (the Operating Account, the Operator Fee Account and the Surplus Account). Never shall the City or the MPC be liable for payment of these sums except from the Operating Account, Operator Fee Account, and the Surplus Account established under the Indenture. The Surplus Account shall be used for the limited purpose of paying the Incentive Fee and City percentage accrued under the 2016 Agreement.

3.03 Payment of Business License Fee and Variable Business License Fee. The obligation to pay the Business License Fee and Variable Business License Fee to the City shall be the responsibility of the Operator. The Operator shall direct the Trustee to make the Business License Fee and Variable Business License Fee payments directly to the City. The MPC and Operator agree to cooperate with each other to establish with the Trustee such procedures as needed or necessary for the City to be paid the Business License Fee and Variable Business

License Fee directly by the Trustee from Project Revenue in the Operator Fee Account. The Business License Fee and the Variable Business License Fee (upon a monthly basis) to be paid to the City shall be as described in Section 3.01.

- 3.04 Documentation for Payment by the Trustee. The Operator shall, each month, promptly forward to the Trustee, such documentation as may be reasonably required to facilitate the payment of the Operator Fee and the Variable Business License Fee anticipated by Section 3.01 and 3.03 of this Operating Agreement. Such documentation shall include, but is not limited to, the monthly invoice prepared by Operator and forwarded to each User Agency assigning Inmates to the Facility, the monthly calculation of the amount due and owing to Operator, and such other matters as may be reasonably and prudently required by the Trustee to document the payment of Operator Fees under this Operating Agreement including but not limited to the certified actual monthly Operation and Maintenance Costs which are to be reported to the MPC in addition to the Trustee. The Operator shall prepare and submit to the City a monthly statement setting forth any amounts due and owing by Operator to the City as the City Business License Fee and the Variable Business License Fee.
- 3.05 Adjustment to Operator Fees. The amount described as the Operator Fee to be paid to Operator, set forth in Section 3.01 above, is subject to renegotiation and adjustment at the option of the Parties when the scope of services required to be provided by Operator has materially changed, so Operator is over-compensated or under-compensated for the goods and services provided.
- 3.07 Project Revenue. The term "Project Revenue" shall have the meaning set forth in the Indenture.
- 3.08 Extraordinary Costs. The Operator shall be entitled to seek reimbursement for extraordinary costs associated with the housing agreements with Sending Jurisdictions. Said extraordinary expenses may include but are not limited to, outside hospital coverage, transportation, extraordinary medical expenses, pharmaceuticals, and Facility enhancements. Said reimbursement for such costs shall not be the burden of the MPC, but only that of the User Agencies or Sending Jurisdictions, and shall be in addition to the Operator's compensation payable under this Operating Agreement.
- 3.09 City as Sending Jurisdiction. If a shortage of space in the City's jail occurs, the City, at the request of the Police Chief may house at the Facility, up to five (5) inmates at no cost to the City, for not more than seventy-two (72) consecutive hours. Should the need to exceed five (5) inmates arise for more than seventy-two (72) consecutive hours, both Parties agree to negotiate, in good faith, a rate per inmate per day acceptable to both Parties applicable to each such occurrence. Said rate shall only apply to those instances where more than five (5) inmates are housed at Facility for more than seventy-two (72) consecutive hours for any inmate. The City may not contract with other jurisdictions for the beds identified in this section. The Operator's Warden for the Facility or his designee shall contact the Police Chief and the MPC's Attorney to negotiate compensation under this Section 3.09.
- 3.10 Inmate Day. For this Operating Agreement, the term "Inmate Day" shall mean each calendar day or part thereof, during which an inmate is assigned to the Facility, which, for each calendar day, shall be determined by the Midnight Count Report. The term "Midnight Count Report" shall mean the official numerical count of the number of inmates present at the Facility at the end of

each day, which for this Operating Agreement shall be determinative of the number of inmates present at the Facility for the day just ended. If an inmate is processed into and out of the Facility in less than twenty-four (24) hours and is not in the Facility at midnight, such inmate's presence shall be made part of the official numerical count for the day such inmate arrived at the Facility. Neither the Variable Incentive Fee nor the Variable Business License Fee shall be due and owing in any month where the average monthly occupancy of the Facility is 637 or fewer.

IV. DUTIES OF OPERATOR

- 4.01 Effective December 1, 2019, Operator shall manage, operate and provide at its sole cost and expense:
- (a) replacement of all necessary furniture, fixtures and equipment required at the Facility, including, but not limited to, computers, fax and copy equipment, radios, televisions, uniforms and linens and basic office furniture and administrative phone systems, which are necessary or prudent for operation and management of the Facility and housing inmates;
 - (b) intake facilities and inmate accounting which shall encompass booking, record keeping, billing, system of controls, identification systems and records, computerized communication interface with law enforcement agencies, and such statistical records as may be required by law, Sending Jurisdictions, or as generally accepted inmate-locator practices;
 - (c) the Operator shall have a staffing plan that shall include attendants to control ingress and egress at the Facility, in addition to attendants necessary for the requisite level of security internally within the Facility and those required to monitor the activities of inmates confined within the Facility;
 - (d) food and beverage services;
 - (e) clothing and uniforms;
 - (f) engineering and maintenance;
 - (g) procurement and purchasing;
 - (h) recreational, vocational, counseling, education and exercise programs, and other program requirements required by law or inmate housing contracts;
 - (i) bookkeeping and financial accounting;
 - (j) basic medical care, over-the-counter medications, and miscellaneous medical supplies as required by Sending Jurisdictions;
 - (k) training of jailers to be employed at the Facility;

- (l) repair, upkeep, and maintenance for the Facility. This shall include (without limitation) establishment of a periodic maintenance program with applicable equipment maintenance records and extraordinary repairs;
- (m) necessary utilities and refuse services; and
- (n) all other services necessary or proper for the efficient and safe operation of the Facility, and secure custody, care and housing of inmates, in compliance with all applicable federal, state and local laws and regulations and in compliance with all signed housing agreements including but not limited to payment of costs in Section 5.06(e) of the Indenture.

Regarding 4.01(l) above, the MPC agrees to assign to Operator, when necessary and appropriate, any warranties or guarantees it might have or be entitled to regarding the Facility, Furniture, Fixtures, and Equipment ("FF&E") to effect repairs on the Facility, and FF&E, or to give Operator the right to pursue the manufacturer, builder, or other supplier who gave such warranties or guarantees, to seek reimbursement for monies expended by the Operator to meet its repair, upkeep and maintenance obligations under this Operating Agreement to the extent that those expenditures relate specifically to work covered by the warranty or guarantee. Regarding any warranties, the MPC agrees to cooperate and use its best efforts to assist Operator to recover under such warranties. Extraordinary repairs shall generally be paid or reimbursed out of the Operating Account or the Operating Reserve Repair Contingency Fund established under the Indenture where funds are available in any of those accounts. Therefore, unless extraordinary repair is due to the negligence or intentional acts of Operator's employees, or by an inmate or inmates or is covered by insurance or warranty; Operator's responsibility for extraordinary repairs, where funds are not available in a sufficient amount in the Operator Account, the Operator Fee Account or Operating Reserve Repair Contingency Fund to pay for the same, is limited to the proceeds of applicable insurance or the funds available in the Operating Account the Operating Reserve Repair Contingency Fund (Sections 5.06(c) and (e) of the Indenture), unless the need for such repairs was created by the negligence or intentional act of its employees, or by an inmate or inmates, in which case the Operator shall pay for such repairs from its independent funds.

- 4.02 Operator shall prepare and furnish such reports as may be required by law to be submitted to the City and the Police Chief regarding the operation of the Facility or the inmates detained and, in addition, such other reports as may be required by an Arizona state agency or any agency of the United States Government, or by any state or political subdivision thereof from which inmates have been assigned to the Facility.
- 4.03 Operator shall obtain, and thereafter maintain, the proper certification(s) necessary for the Facility to incarcerate federal, state and local inmates, and shall maintain such certification(s) at all times. Not limited to but included among the Operator's duties is to require that all jailers are certified by the appropriate State of Arizona Standards or the Sending Jurisdiction's requirements prior to undertaking permanent jailer duties. After such certifications have been obtained, if required by the laws of the State of Arizona, the Operator shall provide copies to the MPC.
- 4.04 Operator shall properly incarcerate all inmates assigned to the Facility for whom space is available at the Facility within the statutory and regulatory limits of the Sending Jurisdiction and under all federal, state, and local laws, ordinances, regulations, and other legal requirements.

- 4.05 Regardless of anything to the contrary in this Operating Agreement, the MPC and/or the City and/or the Trustee shall have no liability for any employees of Operator. Operator agrees to indemnify, defend and hold the MPC and/or the City and/or the Trustee harmless from all costs, claims, expenses, and liabilities (including attorneys' fees) whatsoever which may be incurred by the MPC and/or the City and/or the Trustee arising from any and all acts done or omitted to be done by Operator, or the employees, agents and assigns of Operator, in connection with services performed or to be performed under this Operating Agreement. All representations and warranties of Operator, Operator's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this Operating Agreement
- 4.06 The interviewing, hiring, training, assignment, control, management, compensation, promotion and termination of all members of the Facility's administration and staff shall be the responsibility and obligation of the Operator. The Operator shall use its best efforts to hire and train residents of San Luis, Arizona, and shall report on the status of hiring San Luis, Arizona residents upon request of the MPC.
- 4.07 Operator shall use its best efforts to purchase goods and services locally when economically feasible.
- 4.08 Operator shall provide all balance sheets, income statements, inmate rolls, accounting records or reports, audits and other such matters required of the MPC and/or the Trustee under the Indenture and this signed Operating Agreement for the Facility, and all Project operation information necessary to carry out the MPC's and/or the Trustee's continuing disclosure obligations under the Indenture and this Operating Agreement.
- 4.09 The Operator will provide to the Trustee, the underwriters, and each holder of at least \$1,000,000 in principal amount of Bonds Outstanding who has given notice to the Issuer and the Trustee of its interest in receiving the same, within 60 days after the end of each fiscal quarter of each Fiscal Year of the Issuer, an unaudited statement of income and expenditures regarding the operation of the project for such fiscal quarter, and average inmate census information for each calendar month in each such fiscal quarter.

V. MEDICAL CARE OF INMATES

- 5.01 The Operator shall provide inmates access to medical, optical, and emergency health care under those standards of the Sending Jurisdictions. The Operator shall provide on-site nurses and medical technicians to handle sick calls and medical assessments and care that does not require a physician or specialist. The Operator shall also contract with a medical doctor to serve as a medical consultant for the Facility.
- 5.02 Health care needs in excess of basic triage shall be performed off-site of the Facility. The agency having jurisdiction over the inmates bears the costs associated with care in excess of basic triage. The MPC and the City shall have no obligation for the medical care of inmates.

VI. COMPLIANCE WITH STANDARDS

- 6.01 Operator shall prepare and adopt a Procedures Manual for operating the Facility to assure that the Facility is operated fully under applicable correctional practices and under the requirements of the User Agencies.

- 6.02 Operator shall assure that all employees at the Facility are adequately trained to perform at standards required by law.
- 6.03 Operator shall comply with all standards and requirements of the inmate housing contracts entered into with each Sending Jurisdiction by the MPC and provide all services to be provided by the MPC under such contracts and under such contracts.
- 6.04 The Operator shall conform to all regulations and requirements, and seek any necessary accreditations set forth in specific housing agreements for the Facility.

VII. DUTIES OF THE CITY

[Intentionally blank, these terms are in a separate agreement between the Operator and the City]

VIII. DUTIES OF THE MPC

- 8.01 The MPC and the Operator agree it shall be to their mutual benefit and interest that the Facility be fully utilized by maintaining the maximum inmate population within statutory or regulatory limits. To this end, and throughout the term of this Operating Agreement, the MPC and the Operator agree to cooperate in efforts to obtain maximum inmate population from the sources set forth in Section 1.01 of this Operating Agreement (such as the Operator actively seeking potential additional inmate sources and the MPC entering into additional inmate housing contracts, etc.). It shall be the responsibility of Operator to assist the MPC in seeking sources of inmates for incarceration at the Facility and to assist in negotiation and presentation for acceptance by the MPC contracts for the incarceration of inmates from sources listed in Section 1.01 of this Operating Agreement.

IX. LIABILITY AND INDEMNITY

- 9.01 Operator agrees to defend, hold harmless and indemnify the MPC and/or the City representatives including but not limited to the MPC's Board of Directors and the City's Mayor and Council, from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, incurred or suffered by the MPC and/or the Trustee, their officials, officers, directors, employees, agents, or representatives, arising out of or resulting from any acts done or omitted to be done by Operator or the employees, agents or assigns of Operator under this Operating Agreement. All representations and warranties of Operator, Operator's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this Operating Agreement.

X. INSURANCE

- 10.01 Operator shall obtain and maintain in force, at its sole cost, risk and expense during the term of this Operating Agreement, a policy or policies of liability insurance in an amount of no less than Five Million Dollars (\$5,000,000.00) in coverage per occurrence, and Five Million Dollars (\$5,000,000.00) aggregate. Such insurance shall insure against all claims inclusive of defense, including but not limited to claims based on violations of civil rights arising from services performed by Operator under this Operating Agreement.
- 10.02 Said policy or policies of insurance shall name the MPC, the City and the Trustee as "additional named insureds."

- 10.03 Operator shall provide and continue in force property insurance coverage in the name of the MPC, and the Trustee as loss payees in amounts equal to the cost of replacement of all of the Facility, and shall maintain and continue fire, boiler and machinery coverage on the Facility. Operator agrees that its negotiated per diem, per inmate fee with each Sending Jurisdiction and has taken this operational expense into account.
- 10.04 Operator shall provide to the MPC insurance certificates as proof of the insurance policies obtained under this Article X. All policies shall provide that coverage shall not be canceled without thirty (30) days prior written notice to the certificate holder and all additional named insureds and loss payees. The Operator shall obtain, as soon as possible (and before cancellation) and at its sole cost, replacement insurance policies.
- 10.05 Operator shall provide workers compensation insurance for its employees at the Facility, which provides the statutorily required coverage, except that employer's liability coverage shall not be in an amount of less than \$1,000,000.
- 10.06 Operator shall carry auto liability insurance coverage for at least \$1,000,000 per single limit for bodily injury and property damage, with umbrella coverage in an amount not less than \$3,000,000, covering any vehicles used in its operations.
- 10.07 Regardless of anything to the contrary in this Operating Agreement, Operator shall provide all insurance required of the MPC under the Indenture or this Operating Agreement in the form and naming the insureds and loss payees as required in the Indenture. Operator agrees that the negotiated per diem, per inmate fee with each Sending Jurisdiction has taken this operational expense into account. This includes business interruption insurance under Section 6.16 of the Indenture. Section 6.16 of the Indenture provides:

"Property Insurance. As the Operation and Maintenance Costs, from and after the Completion Date, the Issuer shall procure and maintain continuously in effect with respect to the Project, to the extent of the amount of Bonds Outstanding, all-risk insurance, including coverage for riots, subject only to the standard exclusions contained in the policy. Issuer also shall obtain business interruption insurance protecting Issuer against the loss of Project Revenue sufficient to pay the average Operation and Maintenance Costs and annual debt service payments due hereunder for a period of one year. The proceeds of such business interruption insurance shall be paid to the Project Fund and applied as provided herein if and to the extent that other monies (other than monies held in the Reserve Fund) are not available to pay Operation and Maintenance Costs and make the annual debt service payment. All policies (or endorsements or riders) evidencing insurance required by this Section 6.16 shall be carried in the names of the Issuer and the Trustee as their respective interests may appear and shall name the Trustee as mortgagee and loss payee. The Net Proceeds of insurance required by this Section 6.16 shall be applied as in Section 6.24 hereof."

XI. APPROVAL AND MONITORING BY THE CITY POLICE CHIEF

[Intentionally blank, these terms are in a separate agreement between the Operator and the City]

XII. MAINTENANCE, UPKEEP AND REPAIR

- 12.01 All ordinary and extraordinary maintenance, upkeep and repair costs for the Facility shall be paid by Operator under subsection 4.01(l) of this Operating Agreement except as

otherwise provided. Operator agrees that the negotiated per diem, per inmate fee with each Sending Jurisdiction has taken this operational expense into account.

XIII TAXES AND GOVERNMENTAL CHARGES

13.01 The Operator shall be responsible for any taxes or governmental charges of any kind assessed or incurred after the Effective Date of this Operating Agreement which are levied or imposed on the Facility and related property. If such taxes are chargeable against the Facility and found by a final non-appealable judgment of a court of competent jurisdiction to be due and owing, the Operator shall pay them and seek reimbursement to the extent funds are available from the Operating Account or any reserve accounts available for payment thereof as amounts due or payable under the Indenture of this Operating Agreement. Such amounts are not a responsibility or debt of the MPC or the City. This Facility is, and under current law, should be exempt from property taxation based on current interpretations and decisions.

XIV ADDITIONAL PROVISIONS

14.01 Regardless of anything to the contrary in this Operating Agreement, if any bankruptcy, reorganization debt arrangement, moratorium, proceeding under any bankruptcy or insolvency law or dissolution or liquidation proceeding is instituted by Operator, or if instituted against Operator, is consented to or acquiesced in by Operator and is not dismissed within sixty (60) days, this Operating Agreement shall be immediately terminated and canceled, and the MPC shall immediately assume responsibility for the operation, management and supervision of the Facility.

14.02 If either Party is found in material breach of this Operating Agreement, said Party shall have ninety (90) days, from notification of the breach, to correct or rectify said matter. If the breaching Party makes a good faith effort to correct said breach and more time is required due to unforeseen or uncontrollable circumstances, then both Parties shall negotiate in good faith on an appropriate time frame to correct the breach. If the material breach is not corrected with this section, then this Operating Agreement shall terminate in thirty (30) days.

14.03 If a dispute arises out of or relates to this Operating Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. If the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool, an Arizona nonprofit corporation. Mediation, arbitration or another form of dispute resolution proceeding must be commenced within the time for bringing claims against public entities as permitted by A.R.S. § 12-821 and the Operator shall file a notice of claim against the MPC within 180 days after the claim accrues. Failing to commence such mediation, arbitration or another form of dispute resolution proceeding shall not bar the accrual of any such claim. However, if mediation, arbitration or another form of dispute resolution proceeding is commenced before the expiration of the 180 day period provided for in A.R.S. § 12-821.01, then such 180 day period shall abate during the pendency of such mediation, arbitration or another form of dispute resolution proceeding.

14.04 The Operator shall use sound and acceptable business and accounting practices to procure commissary and inmate phone services. The Operator controls commissary and inmate phone services proceeds. The Operator shall use said proceeds only for inmate

welfare or costs associated with operating the commissary and inmate phone services at the Facility if the law or a contract or contracts require it.

- 14.05 The City is a third-party beneficiary of the Operator's obligations under Section 3.01 Section 3.02, Section 3.03, Section 3.09, Section 4.05, Section 5.02, Section 9.01 and Section 10.02 of this Operating Agreement.

XV. APPLICABLE LAW AND VENUE; LEGAL CONSTRUCTION; MISCELLANEOUS

- 15.01 Applicable Law and Venue. This Operating Agreement shall be construed under and under the laws of the State of Arizona, and all obligations of the Parties created in this Operating Agreement are performable in San Luis, Arizona. Any legal action relating to this Operating Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this Section 15.01 shall be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. This Operating Agreement is subject to termination under A.R.S. § 38 - 511.
- 15.02 Severability. Every provision of this Operating Agreement is and shall be construed to be a separate and independent covenant. If any provision of this Operating Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Operating Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this Operating Agreement will be valid and shall be enforced to the extent permitted by the law, and the Parties shall negotiate in good faith for such amendments of this Operating Agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
- 15.03 Assignment. This Operating Agreement is not assignable unless both Parties mutually consent to assignment in writing. The Operator shall not assign the benefits of this Operating Agreement nor delegate the obligations arising under this Operating Agreement to any person or entity without the consent of the MPC. The requirements of this Operating Agreement are binding upon the heirs, executors, administrators, successors and assigns of all Parties.
- 15.04 Void/Voidable. If this Operating Agreement shall be held void or voidable, or otherwise be held unlawful, this Operating Agreement shall immediately terminate, and the Operator shall have no claim or right of action against the MPC, its officials, its employees, its agents or its attorneys for any such termination or alleged act or omission related to the same.
- 15.05 Employment Eligibility. The Operator warrants and shall require its subcontractors to warrant, that all comply with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment. A breach of this warranty shall be deemed a material breach of this Operating Agreement and is subject to penalties up to and including termination of this Operating Agreement. The City and the MPC retain the legal right to inspect the papers of the Operator or any subcontractor employee who works to service the obligations of the Operator to ensure that the Operator or its subcontractors are complying with this warranty.

- 15.06 Boycott. The Operator certifies by executing this Operating Agreement that it does not participate in and agrees not to participate in during the term of this Operating Agreement a boycott under A.R.S. § 35-93.01.
- 15.07 Counterparts. This Operating 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 that the signature of all Parties may be physically attached to a single document.
- 15.08 Headings. The descriptive headings of the Sections of this Operating Agreement are inserted for convenience only and shall not control or affect the meaning or construction of the provisions.
- 15.09 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Operating Agreement.
- 15.10 Time is of the essence of this Operating Agreement. Time is of the essence of this Operating Agreement.
- 15.11 No Partnership and Third Parties. It is not intended by this Operating Agreement to, and nothing in this Operating Agreement shall create any partnership, joint venture or other similar arrangement between the City, the MPC or the Operator. No term or provision of this Operating Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation, not a Party to this Operating Agreement and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement. Except as stipulated in Section 14.05 of this Operating Agreement, the City is a third party beneficiary of the Operator's obligations under Section 3.01, Section 3.02, Section 3.03, Section 3.09, Section 4.05, Section 5.02, Section 9.01 and Section 10.02 of this Operating Agreement.
- 15.12 No Personal Liability. No member, official or employee of the City including but not limited to the Mayor and City Council or the MPC including but not limited to the MPC's Board of Directors shall be personally liable to Operator, or any successor or assignee, (a) if any default occurs or breach by MPC or the City, (b) for any amount which may become due to the Operator or its successor or assign, or (c) pursuant any obligation of the MPC or the City under the terms of this Operating Agreement.
- 15.13 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Operating Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Operating Agreement.
- 15.14 Attorneys' Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other Party to enforce any of the terms, covenants or conditions under this Operating Agreement, or for any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other Party, and if the prevailing Party secures any judgment, all such costs and attorney's fees shall be included and set by the court and not by jury.

15.15 Survival. All representations and warranties of Operator, Operator's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this Operating Agreement.

15.16 Force Majeure. If the Operator or the MPC are prevented or materially restricted from performing any of their obligations under this Operating Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "Force Majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, earthquakes, explosions, strikes or labor disputes over which the affected Party has no control, riots over which the affected Party has no control, sabotage, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

XVI. NOTICES

16.01 Notices required to be given by any Party to the other shall be in writing and shall be valid if actually received or refused by the Party to whom such notice is given or if deposited in the United States Mail, postage prepaid and addressed to the Party as herein below specified. The effective date for noticing shall be the date actually received or refused by the Party to whom notice is being given.

Notices to the MPC shall be delivered or sent to:

San Luis Facility Development Corporation
1090 E. Union Street (Delivery)
P.O. Box 1170 (By U.S. Postal Service)
San Luis, Arizona 85349
Attention: Board President Jenny Torres

Copy to: Board Attorney Kay Marion Macuil
Copy to: Board Finance Adviser Monica Castro

Notices to the Operator shall be delivered or sent to:

LaSalle Corrections, L.L.C.
192 Bastille Lane, Suite 200
Ruston, Louisiana 71270
Attention: William K. "Billy" McConnell (Managing Director)

Copy to: Tim Kurpiewski, Chief Financial Officer
LaSalle Corrections
26228 Ranch Road 12
Dripping Springs, TX 78620

Notice to the Trustee Shall be delivered or sent to:

U. S. BANK NATIONAL ASSOCIATION
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Keith R. Marshall, Vice President

XVII. EXECUTION AUTHORITY

17.01 By his or her signature below, each signatory individual certifies that he or she is the duly authorized agent or officer of the applicable Party and has the authority to execute this Operating Agreement on behalf of such Party, and each Party certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

XVIII. AMENDMENT

18.01 This Operating Agreement may be amended only by a written instrument specifically purporting to amend this Operating Agreement and executed by all Parties.

XIX. ENTIRE AGREEMENT

19.01 This Operating Agreement supersedes any prior understandings or written or oral agreements between the Parties, provided that to the extent that either the MPC and/or the Operator already have any existing rights and/or obligations pursuant the 2016 Operating Agreement, then such Parties shall respectively maintain those rights and be responsible for those obligations. This Operating Agreement is not intended to revoke, sever or terminate the rights existing under the 2016 Agreement, but is intended to initiate new rights and obligations of the Parties as of the Effective Date.

XX. ADDITIONAL TERMINATION PROVISIONS

[Intentionally left blank.]

XXI. DEFINITIONS

21.01 All capitalized terms not otherwise defined, shall have the meanings given to those capitalized terms in the Indenture

“ADOC” has the meaning ascribed to it in Section 1.01(c).

“Bond Fund” has the meaning ascribed to it in the *Indenture*.

“City” has the meaning ascribed to it in Section 1.01(a).

“City Business License Fee” has the meaning ascribed to it in Section 3.01(b)(ii)

“day” has the meaning ascribed to it in Section 3.10.

“Effective Date” has the meaning ascribed to it in the opening paragraph.

“Emerald” has the meaning ascribed to it in the first (1st) whereas clause titled “Background.”

“Facility” has the meaning ascribed to it in the opening paragraph.

“FF&E” has the usual meaning Furniture Fixtures and Equipment as noted in the last paragraph of Section 4.01.

“Force Majeure” has the meaning ascribed to it in Section 15.16.

“General and Administrative Expenses” has the meaning ascribed to it in Section 3.01(b)(ii).

“Incentive Fee” has the meaning ascribed to it the under Section 1(f) and the **2016 Agreement**.

“Indenture” has the meaning ascribed to it in the ninth (9th) whereas clause.

“inmate or inmates have their common meaning which includes detainee(s), jailee(s), and prisoner(s). The words prisoner or prisoners are the terms sometimes used in the **Indenture** to mean the same as inmate or inmates as used in this Operating Agreement.

“Inmate Day” has the meaning ascribed to it in Section 3.10.

“Issuer” and **“MPC”** are the same. **“Issuer”** has the meaning ascribed to it in the third “whereas” clause.

“Midnight Count Report” has the meaning ascribed to it in Section 3.10.

“month” has the meaning ascribed to it in Section 3.10.

“MPC” has the meaning ascribed to it in the opening paragraph.

“Open Accounts Receivable Detail” has the meaning ascribed to it in Section 3.10.

“Operating Agreement” has the meaning ascribed to it in the opening paragraph.

“Operating Account” has the meaning ascribed to it in the **Indenture**.

“Operating Reserve/Repair/Contingency Account” has the meaning ascribed to it in the **Indenture**.

“Operation and Maintenance Costs” has the meaning ascribed to it in Section 3.01(b)(i) and the **Indenture**.

“Operator” has the meaning ascribed to it in the opening paragraph.

“Operator Direct Expenses” has the meaning ascribed to it in Section 3.01(b)(i) and Section 3.01 of the **2016 Agreement**.

“Operator Fee” has the meaning ascribed to it in Section 3.01(a) and is the collective term for the fees paid to the Operator consisting of the **Operation and Maintenance Costs**, the **General Administrative Expenses** the **Variable Incentive Fee** and the Operator’s fees accrued and unpaid under the **2016 Agreement**.

“Operator Fee Account” has the meaning ascribed to it in the **Indenture**.

“Parties” has the meaning ascribed to it in the opening paragraph.

“Party” has the meaning ascribed to it in the opening paragraph.

“Police Chief” has the meaning ascribed to it in Section 1.01(a).

“Project Revenue” has the meaning ascribed to it in the **Indenture**.

“Reserve Fund” has the meaning ascribed to it in the **Indenture**.

“Sending Jurisdiction” has the meaning ascribed to it in Section 1.02.

“Surplus Account” has the meaning ascribed to it in the **Indenture**.

“Trustee” has the meaning ascribed to it in the first (1st) whereas clause titled “Background.”

“Users” has the meaning ascribed to it in Section 1.01, the last sentence.

“User Agencies” has the meaning ascribed to it in Section 1.01, the last sentence.

“Variable Business License Fee” has the meaning ascribed to it in Section 3.01(b)(iii).

This Operating Agreement shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective Parties.

“Variable Incentive Fee” has the meaning ascribed to it in Section 3.01(b)(v).

San Luis Facility Development Corporation

By: _____
Signature

Name: _____

Its: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Olivia Jenkins, Secretary

Kay Marion Macuil, Attorney for Corporation

LaSalle Corrections West, 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: _____

Other Requirements

Vendor Information

Tim Kurpiewski, Chief Financial Officers, is the LaSalle designated contact person with authority to answer questions regarding this Proposal. Tim can be reached at: Phone, 512-858-7202; Email timkswc@aol.com.

Cell 512-694-5259

Summary of Experience

LaSalle Corrections is an established developer and operator of correctional centers throughout the States of Louisiana, Texas, Georgia, Arizona and New Mexico. Since 1997, LaSalle has been providing correction industry solutions to law enforcement agencies. Our range of facility solutions include design, construction, and operations management as well as inmate services covering security, education, rehabilitation, and healthcare. LaSalle is qualified in all custody levels of inmates, from minimum to maximum custody of convicted felons from ICE detainees to county jail inmates awaiting conviction, and the U.S. Marshalls. It is that pool of relevant, similar experience from within its own system that makes LaSalle uniquely qualified to handle the Operation and Management Transportation needs for the San Luis Regional Detention Center.

Managing a correctional facility requires a dynamic mix of special skills and experience. Our operations integrate qualified personnel and the critical resources necessary to provide the services our partners and the public expect. From facilities management, office administration, food service, commissary, laundry, transportation and logistical support, to inmate security and healthcare, we ensure professional and proper stewardship of our responsibilities.

LaSalle is committed to meeting your expectations. Our staff is dedicated to working with the San Luis Facility Development Corporation of City of San Luis, Arizona, the San Luis Regional Detention Center and any other Interlocal Cooperation Contracts in order to ensure the entire operation runs smoothly and all parties are satisfied.

The management expertise of LaSalle was greatly expanded in 2009 when three retirees from the Texas Department of Criminal Justice (TDCJ) joined LaSalle. These individuals brought nearly 90 years of collective corrections experience to the corporation. Christopher Bell, Rodney Cooper and Nathaniel Quarterman. Jay Eason joined the company in 2016 and brings the management experience and correctional expertise of TDCJ, the 2nd largest correctional institution in the United States with over 156,000 offenders and 112 facilities.

Facility References

LaSalle currently manages and/or owns 22 facilities with a total inmate/detainee capacity of over 23,500 in its care. Our experienced management and distinguished security team provides professional and dedicated services to all our partners. Our team currently consists of over 2,750 employees serving at all our locations. Our Texas-based affiliate operates under the name LaSalle Southwest. We invite you to browse our website (www.lasallecorrections.com) to learn more.

| State | Facility Name | City | Capacity |
|------------|-----------------------------------|---------------|----------|
| Arizona | San Luis Detention Center | San Luis | 870 |
| Georgia | Irwin County Detention Center | Ocilla | 1137 |
| Louisiana | Catahoula Correctional Center | Harrisonburg | 830 |
| Louisiana | Jackson Parish Correctional | Jonesboro | 1252 |
| Louisiana | LaSalle Correctional Center | Olla | 755 |
| Louisiana | Madison Correctional Center | Tallulah | 1666 |
| Louisiana | Richwood Correctional Center | Richwood | 1127 |
| Louisiana | River Correctional Center | Ferriday | 602 |
| Louisiana | Winn Correctional Center | Winnfield | 1615 |
| New Mexico | Lincoln County Detention Center | Carrizozo | 144 |
| Texas | Bowie County Correctional | Texarkana | 921 |
| Texas | City of Fort Worth Jail - Intake | Fort Worth | N/A |
| Texas | Fannin County Jail | Bonham | 550 |
| Texas | Jack Harwell Detention Center | Waco | 816 |
| Texas | Jefferson County Downtown Jail | Beaumont | 501 |
| Texas | Johnson County Jail | Cleburne | 1101 |
| Texas | Limestone County Detention Center | Groesbeck | 315 |
| Texas | Parker County Jail | Weatherford | 457 |
| Texas | Prairieland Detention Center | Alvarado | 764 |
| Texas | Rolling Plains Detention Center | Haskell | 555 |
| Texas | West Texas Detention Center | Sierra Blanca | 1398 |
| Texas | Willacy State Jail | Raymondville | 1069 |

Our Qualifications

LaSalle is very proud of its personnel's depth of corrections experience. Security operations are supervised by senior management and Jail Administrators /Wardens each of whom most often have decades worth of direct and distinguished experience managing correctional facilities for local, state, and federal law enforcement agencies in the United States. Many of our employees have also been accredited trainers of a variety of security and safety functions. At each facility, our staff undergoes training to equip them with the knowledge and skill to properly maintain a secure inmate/detainee environment. Additionally, the facilities utilize security measures such as razor fencing and video surveillance to complement security personnel. Qualified staff directly supervises inmates/detainees and the facilities through diligent monitoring of housing units, count checks, inmate transfers, substance abuse testing, and incident reporting.

National Detention Standards (NDS) 2000

The San Luis Facility currently complies with NDS established consistent conditions of confinement, program operations and management expectations within the ICE agency's detention system.

Family Visitation:

We strongly support family visitation. We offer visitation five days a week. All our facilities meet state and federal Standards.

PREA Standards:

All our facilities comply with the PREA Standards. We have policies in place for the prevention of prison rape and to report an incident if one feels threatened.

Transportation Standards:

At LaSalle, we currently transport inmates and/or detainees for local sheriffs, states and multiple federal agencies. We comply with the appropriate Transport Standards for interstate/intrastate transportation of prisoners and fugitives from justice.

References:

| BOWIE COUNTY CORRECTIONAL CENTER | |
|---|--|
| Jail Admin/Warden | James McCormick; jmccormick@lasallemcorrections.com ; 903-798-3505 |
| Address, City, State | 499 Old Columbia Road, Harrisonburg, Louisiana, 71340 |
| Capacity | 921 |
| Contract Period <i>(contract start to end)</i> | Contract Start March 1, 2003 - Present |
| County Contact(s) | Judge James Carlow, (903) 628-6718 Sheriff, James Prince; meredith@txkusa.org ; (903) 798-3149 |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: Louisiana DOC and County Males |
| CATAHOULA CORRECTIONAL CENTER | |
| Jail Admin/Warden | Sherman Ford, shermanford@lasallemcorrections.com ; 318-744-2121 |
| Address, City, State | 499 Old Columbia Road, Harrisonburg, Louisiana, 71340 |
| Capacity | 830 |
| Contract Period <i>(contract start to end)</i> | Contract Start March 1, 2003 - Present |
| Contact(s) | Sheriff: Toney Edwards, (318) 744-5411; Fax: 318-744-5568 |
| Address | 301 Bushley Street; Harrisonburg, LA 71340 |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: Louisiana DOC and County Males |
| CITY OF FORT WORTH JAIL – INTAKE DIVISION | |
| Jail Admin/Warden | Judith Bennett; judith@lasallemcorrections.com ; (254) 817-392-4055 |
| Address, City, State | 350 Belknap Street, Fort Worth, Texas 76102 |
| Capacity | N/A - Processing Center |
| Contract Period <i>(contract start to end)</i> | October 1, 2018 - Present; Primary term 3 years; annual thereafter |
| Contact Person | Chief of Police Ed Krause ed.krause@fortworthtexas.gov , (817) 392-4200 |
| Contracted Services | Booking Intake Services |

| FANNIN COUNTY JAIL | |
|--|---|
| Jail Admin/Warden | Jody Wilson; joseph.wilson@lasallecorrections.com ; 903-640-4171 |
| Address, City, State | 2389 Silo Rd., Bonham, Texas 75418 |
| Capacity | 550 |
| Contract Period (contract start to end) | September 1, 2018 - Sept 2019; up to two (2), 5-year renewal periods |
| Contact(s) | Judge Randy Moore; countyjudge@fanninco.net ; (903) 583-7455 Sheriff Mark Johnson; mjohnson@fanninco.net ; (903) 583-2143 |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: County and United States Marshal; Adult Males and Females. |
| IRWIN COUNTY DETENTION CENTER | |
| Jail Admin/Warden | David Paulk; paulk@irwincdc.com ; 229-468-4121 |
| Address, City, State | 132 Cotton Drive, Ocilla, Georgia, 31774 |
| Capacity | 1137 |
| Contract Period (contract start to end) | Contract Started December 11, 2013 - Present |
| Contact(s) | Sheriff Donnie Youghn, irwinsheriff@windstream.net 229-468-7459 |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: County, United States Marshal, Immigration and Customs Enforcement; Adult Male and Females. |
| JACK HARWELL DETENTION CENTER | |
| Jail Admin/Warden | Richard Alford; ralford@lasallecorrections.com ; 254-759-5900 |
| Address, City, State | 3101 Marlin Hwy, Waco Texas, 76705 |
| Capacity | 816 |
| Contract Period (contract start to end) | June 27, 2013 – Present, 3 Year Contract with 1-year automatic renewal's |
| Contact(s) | Judge Scott Felton, smfelton@co.mclennan.tx.us 254-757-5000 |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: County, United States Marshal; Adult Male and Females. |

| JACKSON PARISH CORRECTIONAL CENTER | |
|--|--|
| Jail Admin/Warden | Tim Ducote; tducote@lasallecorrections.com ; 318-259-4309 |
| Address, City, State | 327 Industrial Drive, Jonesboro, Louisiana, 71251 |
| Capacity | 1252 |
| Contract Period <i>(contract start to end)</i> | Contract Started November 2005 – Present |
| Contact(s) | Sheriff Andy Brown; abrown@jacksonparishsheriff.com ; 318-259-9021 |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: Louisiana DOC, County; Adult Male and Females. |
| JEFFERSON COUNTY DOWNTOWN JAIL | |
| Jail Admin/Warden | Detrah Lacy; dlacy@lasallecorrections.com ; 409-434-4653 |
| Address, City, State | 1001 Pearl Street, Beaumont, Texas 77701 |
| Capacity | 501 |
| Contact(s) | Sheriff Zena Stephens; zstephens@co.jefferson.tx.us ; 409-835-8411 |
| Contract Period <i>(contract start to end date)</i> | Contract started June 27, 2011 – Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation Includes: County, United States Marshal; Adult Male Females |
| JOHNSON COUNTY JAIL | |
| Jail Admin/Warden | Bryan Gordy; bryan.gordy@lasallecorrections.com ; 817-645-2918 |
| Address, City, State | 1800 Ridgemar Drive, Cleburne, Texas 76031 |
| Capacity | 1101 |
| Contact(s) | Judge Roger Harmon, countyjudge@johnsoncountytexas.org ; 817-556-6360; Sheriff Adam King, sheriff@johnsoncountytexas.org ; 817-556-6508 |
| Contract Period <i>(contract start to end)</i> | Contract Started June 10, 2010 - Present |
| Contracted Services | Service: Including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation Includes: County, USMS, Immigration and Customs Enforcement; Adult Male and Females |
| LASALLE CORRECTIONAL CENTER | |
| Jail Admin/Warden | Chris Frederick; cfrederic@lasallecorrections.com ; 318-495-6200 |
| Address, City, State | 15976 Highway165, Olla, Louisiana, 71480 |
| Capacity | 755 |
| Contact(s) | Scott Franklin; 318-927-2011 |
| Contract Period <i>(contract start to end)</i> | Contract Started April 1, 1999 – Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: Louisiana DOC |

| LIMESTONE COUNTY DETENTION CENTER | |
|---|---|
| Jail Admin/Warden | Charles Vondra; cvondra@lasallecorrections.com ; 254-729-2674 |
| Address, City, State | 901 N. Tyus Street, Groesbeck, Texas 76642 |
| Capacity | 315 |
| Contact(s) | Sheriff Dennis Wilson; dwilson@co.limestone.tx.us ; 254-7293278 |
| Contract Period <i>(contract start to end)</i> | Contract started February 2017 |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: County Adult Male and Females. |
| LINCOLN COUNTY DETENTION CENTER | |
| Jail Admin/Warden | Arthur Anderson; arthur.anderson@lasallecorrections.com ; 575-648-6510 |
| Address, City, State | 511 Hangar Rd., Carrizozo, NM 88301 |
| Capacity | 144 |
| Contact(s) | County Mgr: Nita Taylor, ntaylor@lincolncountynm.gov ; 575-648-2385, |
| Contract Period <i>(contract start to end)</i> | Contract Started April 2017- Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: County, USMS; Adult Male/ Females |
| PARKER COUNTY JAIL | |
| Jail Admin/Warden | Ron King; rking@lasallecorrections.com ; 817-594-4208 |
| Address, City, State | 612 Jameson St., Weatherford, Texas, 76086 |
| Capacity | 457 |
| Contact(s) | Judge Pat Deen; pat.deen@parkercountytexas.com ; (817)598-6148 Sheriff Larry Fowler; admin@parkercountysheriff.net ; (817) 594-8845 |
| Contract Period <i>(contract start to end)</i> | Contract Started October 1, 2015 – Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: County, USMS; Adult Male and Females |

| PRAIRIELAND DETENTION CENTER | |
|--|--|
| Jail Admin/Warden | Jimmy Johnson; jjohnson@lasallecorrections.com ; 817-409-3995 |
| Address | 1209 Sunflower Lane, Alvarado, Texas, 76009 |
| Capacity | 764 |
| Contact(s) | Tom Durlington, mayor@cityofalvarado.org 817-790-3351 |
| Contract Period (contract start to end) | Contract Started April 1, 2017 0 – Present |
| Contracted Services | Service: Including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: ICE, Male and Female Detainees. |
| RICHWOOD CORRECTIONAL CENTER | |
| Jail Admin/Warden | Ray Hanson; ray@lasallecorrections.com ; 318-325-8409 |
| Address, City, State | 180 Pine Bayou Circle, Richwood, Louisiana, 71202 |
| Capacity | 1127 |
| Contact(s) | Mayor Gerald Brown; Brown@townofrichwood.com ; 318-322-2104 |
| Contract (contract start to end) | Contract Started October 1, 2000 – Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: Louisiana DOC and County Males |
| RIVER CORRECTIONAL CENTER | |
| Jail Admin/Warden | Billy Tigner; Billy.tigner@lasallecorrections.com ; 318-757-0622 |
| Address, City, State | 26362 Hwy 15, Ferriday, Louisiana, 71334 |
| Capacity | 602 |
| Contact(s) | Sheriff Kenneth Hedrick; khedrick@concordiasheriff.org 318-336-5231 |
| Contract (contract start to end) | Contract Started January 2001 – Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: Louisiana DOC |

| ROLLING PLAINS DETENTION CENTER | |
|--|---|
| Jail Admin/Warden | Marcello Villegas; marcello.villegas@lasallicorrections.com ; 318-757-0622 |
| Address, City, State | 118 Co Rd 206, Haskell, TX 79521 |
| Capacity | 555 |
| Contact(s) | Winston Stephens, 940-864-2345; hascoso@wtxs.net |
| Contract (contract start to end) | Contract Started: October 1, 2017 to Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: County, USMS and ICE; Adult Males / Females |
| SAN LUIS REGIONAL DETENTION CENTER AND SUPPORT CENTER | |
| Jail Admin/Warden | David Rivas; david.rivas@lasallicorrections.com ; 928.627.2101 |
| Address | 406 Avenue D, San Luis, Arizona, 85349 |
| Capacity | 870 |
| Contact(s) | Jenny Torres, Dir. Of Economic Development; jtorres@cityofsanluis.org ; 928-341-8584 |
| Contract (contract start to end) | Contract Started April 1, 2017 - Present |
| Contracted Services | Service: Including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: The facility houses inmates in partnership with the City of San Luis, the USMS, ICE, U.S. Border Patrol, Customs and Border Patrol, Bureau of Indian Affairs, Cocopah Indian Tribe and the Colorado River Indian Tribal; Security Level: Min-Max |
| WEST TEXAS DETENTION FACILITY | |
| Jail Admin/Warden | Mike Sheppard; Mike.sheppard@lasallicorrections.com ; 915-369-2922 |
| Address | 401 South Vaquero Ave., Sierra Blanca, Texas 79851 |
| Capacity | 1398 |
| Contact(s) | Sheriff Arvin West; awest@hudspethsheriff.org ; (915) 369-2161 Judge Mike Doyal; doyal_mike@yahoo.com ; (915) 369-2321 |
| Contract (contract start to end) | Contract Started April 1, 2017 - Present |
| Contracted Services | Service: Including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation. Includes: The facility houses inmates in partnership with the United States Marshal Service and Immigration and Customs Enforcement. |

| WILLACY STATE JAIL-TDCJ | |
|-------------------------------------|--|
| Jail Admin/Warden | Aurelio Ambriz; aurelio.ambriz@lasallecorrections.com ; 956-689-4900 |
| Address | 1695 South Buffalo Drive, Raymondville, Texas 78580 |
| Capacity | 1069 |
| Contact(s) | Dir. Of Private Facility Contract Monitoring/Oversight Division; Cody Ginsel, Cody.ginsel@tdcj.state.tx.us ; 936-437-2811 |
| Contract (contract start to end) | Contracted Started September 1, 2017 - Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation Includes: TDCJ Males |
| WINN CORRECTIONAL CENTER | |
| Jail Admin/Warden | Keith Deville; kdeville@lasallecorrections.com ; 318.628.3971 |
| Address | 560 Gum Springs Rd., Winnfield, Louisiana, 71483 |
| Capacity | 1615 |
| Contact(s) | Sheriff Cranford Jordan; wpljordan@winncorrection.org ; 318-628-4611 |
| Contract (contract start to end) | Contracted Started October 1, 2015 – Present |
| Contracted Services | Service: Operations including but not limited to inmate housing, booking, food service, medical pharmacy, laundry, programs, recreation Includes: Louisiana DOC Min-Max Males |

Founding Officers

William K. McConnell, Managing Partner

Mr. McConnell founded LaSalle Management Company in 1997 and LaSalle in 2007. He oversees all aspects of LaSalle's operations but focuses primarily on the strategic direction and growth of LaSalle, Southwestern, and affiliated companies. Mr. McConnell's diverse and successful corporate and entrepreneurial career has spanned over four decades in the energy, construction, real estate, healthcare, logistics, and corrections industries. Mr. McConnell currently serves in various executive management and ownership roles in LaSalle Management Company, Southwestern Correctional, BAS Construction, M&T Property, Red River Corporation and many others. Mr. McConnell began his career as an engineer for Exxon where he spent 15 years. After rising to Manager, he supervised a staff of 40 engineers and was responsible for distribution of chemical products for North and South America. Mr. McConnell earned a B.S. in Chemical Engineering from Louisiana Tech University and J.D. from the University of Houston Bates, College of Law. He is an active member of the American Correctional Association and has a passion for effective reentry programs that change the lives of inmates.

Patrick H. Temple, Managing Partner

Mr. Temple founded LaSalle Management Company in 1997 and LaSalle in 2007. Mr. Temple passed away in early 2019. During his career, he oversaw all aspects of LaSalle's operations but focused primarily on the strategic direction and growth of LaSalle, Southwestern, and affiliated companies. Mr. Temple's diverse and successful entrepreneurial career spanned over four decades in the construction, real estate, healthcare, logistics, and corrections industries. Mr. Temple also served in various executive management and ownership roles in LaSalle Management Company, Southwestern Correctional, BAS Construction, M&T Property, Red River Corporation and many others. Mr. Temple began his career in sales for a large global pharmaceutical company. He earned a B.S. in Microbiology from Louisiana Tech University and was a licensed Commercial and General Contractor with the State of Louisiana.

Corporate Resumes



Years of Experience 22

Contact:

LaSalle Corrections HQ
192 Bastille Lane, Ste 200
Ruston, LA 71270
318-232-1500

WILLIAM K. MCCONNELL

Managing Partner

LaSalle Southwest Corrections and LaSalle Management Company

Education

B.S. in Chemical Engineering from Louisiana Tech University

J.D. from the University of Houston Bates College of Law.

Summary

Mr. McConnell founded LaSalle Management Company in 1997 and LaSalle Southwest Corrections in 2007. He oversees all aspects of LaSalle's and LaSalle Southwest's operations, but focuses primarily on the strategic direction and growth of LaSalle, LaSalle Southwest, and affiliated companies. Mr. McConnell currently serves in various executive management and ownership roles in LaSalle Management Company, LaSalle Southwest Corrections, BAS Construction, M&T Property, Red River Corporation, and many others.

Experience

Mr. McConnell's diverse and successful corporate and entrepreneurial career has spanned over four decades in the energy, construction, real estate, healthcare, logistics, and corrections industries. Mr. McConnell began his career as an engineer for Exxon where he spent 15 years.

After rising to Manager, he supervised a staff of 40 engineers and was responsible for distribution of chemical products for North and South America. He is an active member of the American Correctional Association and has a passion for effective reentry programs that change the lives of inmates.



Years of Experience 33

Contact:

LaSalle Corrections TX
26228 Ranch Road 12
Dripping Springs, TX
78620

512-858-7202

TIM KURPIEWSKI
Chief Financial Officer

Education

B. A. in Business Administration from Loyola
Marymount University

Summary

Mr. Kurpiewski joined LaSalle Southwest in 2007. He is responsible for overseeing all finance and accounting functions for the Texas operations and was a key member of the initial team that expanded LaSalle's reach into the state of Texas.

Experience

Mr. Kurpiewski has over 30 years of financial auditing and business reporting experience ranging from small companies to Fortune 500 clients. He has developed an industrial expertise in correctional budget management and operational streamlining. After receiving his CPA certification from the public accounting firm of Kenneth Leventhal & Company, a firm specializing in real estate development and construction, he worked for a real estate venture division of GE Capital before moving to Austin, TX. Using his auditing and construction experience, he joined the BRG correctional management company in late 1996 serving as the CFO.

He has over 20 years of corrections experience and has been practicing accounting for 30 years. He is a Certified Public Accountant in the states of California and Texas. Mr. Kurpiewski has worked with juvenile and adult inmate populations for new and expanding facilities handling all aspects of corrections: financing, construction, government reporting & compliance, contracts, budgeting, and offender logistics. In addition, he serves on multiple city and regional county boards.



RODNEY COOPER
Executive Director

Education

B.S. in Criminology and Corrections at Sam Houston University

Summary

Mr. Cooper joined LaSalle in 2009. He primarily focuses on facility operations and development, but also monitors general operations at all of the Texas and Georgia facilities.

Experience

Mr. Cooper retired from the Texas Department of Criminal Justice (TDCJ) after a distinguished career of almost 30 years. He began his career with the TDCJ in 1978 as a correctional officer and advanced through the ranks to Warden, Regional Director and Deputy Director for Prison and Jail Management within TDCJ's Correctional Institutions Division.

In his position as the Division's Deputy Director, Mr. Cooper was responsible for all state correctional facilities, the TDCJ Regional Directors, facility operations and security, and policy and regulation enforcement. He had oversight of approximately 152,000 inmates housed in the State's 112 facilities. Mr. Cooper served as president of the Texas Corrections Association in 2009 and is also a member of the American Corrections Association. He has been a part of the LaSalle team for four years.

Years of Experience 41

Contact:

LaSalle Corrections HQ
192 Bastille Lane, Ste
200
Ruston, LA 71270
318-232-1500



Years of Experience 30

Contact:

LaSalle Corrections TX
26228 Ranch Road 12
Dripping Springs, TX 78620
512-858-7202

ROBERT "JAY" EASON
Director of Operations – Texas and Georgia

Education

B.S. in Criminal Justice Administration
Columbia Southern University

Summary

Mr. Eason joined LaSalle in 2016. His primary focus is on facility operations and development, but he also monitors general operations of all Texas and Georgia facilities.

Experience

Mr. Eason retired from the Texas Department of Criminal Justice (TDCJ) after a distinguished career. Prior to LaSalle, Mr. Eason was a correctional officer with TDCJ in 1989 and spent 27 years with TDCJ, advancing through the ranks to Deputy Director for Prisons/Jails for the Correctional Institutions Division. As Deputy Director and 3 years prior to his retirement, Mr. Eason was responsible for the oversight of approximately 143,000 offenders in 95 state operated facilities as well as the TDCJ Regional Directors, facility operations and security, policy and regulation enforcement.

Mr. Eason obtained his B.S. in Criminal Justice Administration from Columbia Southern University in 2005. While at TDCJ, Mr. Eason attended several leadership seminars, to include: Governor's Leadership Program for Correctional Management in 2012 and the National Institute of Corrections' Executive Excellence in 2014.

Mr. Eason is a member of the Sheriff's Association of Texas, the American Correctional Association and the Texas Corrections Association. He was the TDCJ nominee to the North American Association of Wardens and Superintendents (NAAWS) in 2009 and named the Texas Corrections Association Outstanding Adult Corrections Administrator in 2009.



Years of Experience 32

Contact:

LaSalle Corrections TX
26228 Ranch Road 12
Dripping Springs, TX 78620
512-858-7202

NATHANIEL QUARTERMAN
Director of Business Development

Education

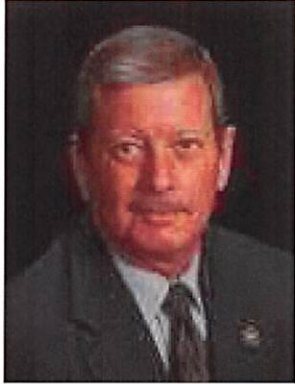
B.S. in Criminal Justice, Mountain State University
M.S. in Strategic Leadership, Mountain State University

Summary

Mr. Quarterman joined LaSalle Southwest in 2009. He is directly responsible for the identification and development of new business activities, and he also assists in the management of the Texas and Georgia operations.

Experience

Prior to joining Southwestern, Mr. Quarterman served 26 years with the Texas Department of Criminal Justice (TDCJ), retiring as the Division Director of the largest division in the Agency. He began his career with TDCJ as a correctional officer and advanced through the correctional ranks to Warden, Deputy Director and Division Director. In his role as Division Director of the Correctional Institutions Division, Mr. Quarterman directed the daily operations of the second largest correctional agency in the United States with over 156,000 offenders and 112 facilities. He has received extensive training through his distinguished career, and in 2006, the Texas Correctional Association named him the Outstanding Adult Corrections Administrator.



Years of Experience 33

Contact:

LaSalle Corrections TX
26228 Ranch Road 12
Dripping Springs, TX 78620

512-858-7202

GARY BROWN

**Government Liaison
LaSalle Southwest Corrections**

Education

Graduate University of Texas of the Permian Basin
Licensed as a Master Police Officer.

Summary

Mr. Brown joined LaSalle Southwest Corrections in 2011 and is responsible for governmental affairs.

Experience

Mr. Brown served in state and federal law enforcement for over thirty-four years. This includes 25 years with the United States Marshals Service where he retired as the United States Marshal for the Eastern District of Texas. His experience includes coordinating IGA's (Intergovernmental Agreements) with local governments for correctional facilities as well as prisoner movement and management solutions.



Years of Experience 39

Contact:

LaSalle Corrections TX
26228 Ranch Road 12
Dripping Springs, TX 78620
512-858-7202

CHRISTOPHER BELL
Regional Warden

Education

B.S. in Law Enforcement and Police Science, Sam Houston University

Summary

Mr. Bell joined LaSalle Southwest in 2009. As Regional Warden, he is responsible for all operations at the Georgia and Texas facilities, including security and staffing.

Experience

Mr. Bell retired from the Texas Department of Criminal Justice (TDCJ) in 2008, after 27 years of distinguished service. His final position with TDCJ was Senior Warden of the Wynne Unit, a 2,600-bed maximum security facility. At the Wynne Unit he was responsible for overall operations of the facility which included the Computer Recovery Facility, License Plate Plant, Mattress Factory, Sign and Plastics Facility, Graphics Facility, Mechanical Diesel Shop, Tire/Wrecker Operation, Food Service Warehouse, Freight Terminal, and Agriculture Operations. The Wynne Unit was accredited in 2008 with the American Correctional Association (ACA).

Mr. Bell began his career at TDCJ in 1980 as a correctional officer at the Ferguson Unit and promoted through the correctional ranks before becoming a Warden in 2000. Mr. Bell was the TDCJ Warden of the Year in 2006 and was nominated by TDCJ in 2008 for the North America Association Wardens and Superintendents' (NAAWS) Warden of the Year. Mr. Bell is a 1980 graduate of Sam Houston State University with a B.S. in Law Enforcement and Police Science. Mr. Bell is a member of the ACA and the Texas State Jail Association.



Years of Experience 39

Contact:

LaSalle Corrections TX
26228 Ranch Road 12
Dripping Springs, TX 78620
512-858-7202

BOB PRINCE

Director of Governmental Affairs

Education

Attended Texas Christian University

Summary

Mr. Prince joined LaSalle Southwest in 2010. He is responsible for business development and governmental affairs.

Experience

Prior to joining LaSalle Corrections, Mr. Prince worked for a private jail management company in business development and government relations.

Mr. Prince attended Texas Christian University on a football scholarship where he was a three-year letterman. After graduation, he spent six years coaching football and teaching school. Mr. Prince then entered the law enforcement field in the Texas Department of Public Safety as a State Trooper and Texas Ranger. He was honored as Officer of the Year for the Fort Worth area.

As a Texas Ranger, he was a Forensic Hypnotist, Hostage Negotiator and rose to the rank of Captain. Mr. Prince served as the president of the Texas Ranger Association, a member of the Board of Directors for the Texas Jail Association and currently serves on the Board of Directors for the Texas Ranger Museum and Hall of Fame.

Financial Statements

Available upon request

Proposers Representative

LaSalle Corrections' Texas office is located at 26228 Ranch Road 12, Dripping Springs, Texas and operates under **Federal Tax Identification Number 20-8837181**. The proposer's representative is Tim Kurpiewski, CPA, Chief Financial Officer. He can be contacted at the Dripping Springs office in Texas.