

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN TARRANT COUNTY AND
MANAGEMENT & TRAINING CORPORATION DATED AUGUST 30, 2022**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement Between Tarrant County (“County”) and Management & Training Corporation (“Contractor” or “MTC”) dated August 30, 2022 (the “Agreement”), is made and entered into as of the date this First Amendment is executed by both parties.

For purposes of entering into this First Amendment, the Tarrant County Commissioners Court grants the exemption authorized by Texas Local Government Code § 262.024(a)(2).

The Agreement is hereby amended as follows:

1. Section I(B) (the definition of “County Capacity”) is hereby deleted and replaced in its entirety with the following:

Total County Capacity – means 432 County Prisoners per Prisoner Day. Effective October 1, 2023, “Total County Capacity” means 500 County Prisoners per Prisoner Day.
2. Section I(K) (the definition of “Ramp Up Commencement Date”) is hereby deleted and replaced in its entirety with the following:

Ramp Up Commencement Date – means October 28, 2022.
3. Section I(L) (the definition of “Ramp Up Period”) is hereby deleted and replaced in its entirety with the following:

Ramp Up Period – means the period commencing on October 28, 2022, and concluding on December 26, 2022.
4. Section I(M) (the definition of “Ramp Up Services”) is hereby deleted and replaced in its entirety with the following:

Ramp Up Services – means the provision of Services to a population of less than 432 County Prisoners (including the continuation of Start Up Services as needed to prepare the Facility to operate at Total County Capacity), subject to the Facility Load Schedule and Transportation Load Schedule.
5. Section I(N) (the definition of “Service Commencement Date”) is hereby deleted and replaced in its entirety with the following:

Service Commencement Date – means December 27, 2022.
6. Section I(R) shall be and hereby is added to the Agreement as follows:

County Ramp Up Capacity – means the number of prisoner beds Contractor has agreed to provide the County during the Ramp Up Period based on the Facility Load Schedule.

7. Section IV of the Agreement is hereby deleted and replaced in its entirety with the following:

IV. TERM

The term of this Agreement shall commence upon the Effective Date and remain in full force and effect until December 31, 2024, unless earlier terminated in accordance with the terms of this Agreement (the “Term”).

8. Effective October 1, 2023, Section VI(A) is hereby deleted and replaced in its entirety with the following:
 - A. Subject at all times to Article VIII entitled Limitation of Appropriation, the County agrees to pay Contractor an amount not to exceed Forty Million Five-Hundred Thousand and 00/100 Dollars (\$40,500,000.00) for the Services (the “Contract Price”), which reflects the total maximum sum of funds certified available for this Agreement by the Tarrant County Auditor (“County Auditor”) and includes: (i) an amount not to exceed Thirty-Three Million Three-Hundred Nineteen Thousand Four-Hundred and Six Dollars and 54/100 Dollars (\$33,319,406.54) for the base Services included in Section VI(E); (ii) an amount not to exceed Two Million One-Hundred Seventy-One Thousand Two-Hundred and Sixty and 00/100 Dollars (\$2,171,260.00) for Ramp Up Services included in Section VI(D); and (iii) an amount not to exceed Five Million Nine Thousand Three-Hundred Thirty-Three and 06/11 Dollars (\$5,009,333.06) for the additional services included in Section VI(F). Payment for the services included in Section VI(F) shall be reimbursed based on invoices reviewed and approved by the TCSO and the County Auditor. This compensation includes all labor, equipment, materials, delivery, shipping costs, travel expenses, transportation services, reasonable excess medical services, and incidentals necessary to provide the Services.
9. Effective October 1, 2023, Section VI(E) is deleted and replaced in its entirety with the following:
 - E. Effective October 1, 2023, and continuing through December 31, 2024, the County shall pay MTC a fixed operating fee (“Operating Fee”) of ONE MILLION FOUR HUNDRED NINETY-ONE THOUSAND ONE HUNDRED NINETY-ONE AND 00/100 DOLLARS (\$1,491,191.00) per month, to compensate MTC for the provision of all Services except as specified in VI(F). The Operating Fee shall be paid out of the total maximum sum of funds specified in Section VI(A)(i) and is not in addition to the Contract Price.

10. Effective October 1, 2023, Section VI(G)(1) and (2) are deleted and replaced in their entirety with the following:

G. Termination and Modifications Based on Facility Capacity

1. The Facility currently has a total capacity of 1,024 beds, and the pricing and other terms agreed upon in this Agreement are based on the assumption that other counties or agencies have entered into agreements filling the 524 beds not dedicated and committed to the County (the “Other Housing Agreements”). In the event any Other Housing Agreements are terminated or modified during the Term such that the other 524 beds are not dedicated or committed to other counties or agencies (a “Triggering Event”), MTC shall promptly notify the County of such Triggering Event, in writing. The County will consider, in good faith, any proposed modifications to this Agreement presented by MTC as a result of such Triggering Event, including modifications to the compensation to be paid to MTC for the Total County Capacity, provided that MTC will work diligently to secure new housing agreements to minimize the need for such modifications with the County.
2. Should additional beds become available at the Facility, either as a result of the termination or modification of the Other Housing Agreements or an expansion of the Facility capacity beyond the current capacity of 1,024 beds, MTC will promptly notify the County and the parties to the Other Housing Agreements of the availability of additional beds. The County and the parties to the Other Housing Agreements shall collectively have a first right of refusal to add such beds to their existing capacities.

11. Section VI(J) shall be and is hereby added to the Agreement as follows:

J. Failure to Provide County Ramp Up Capacity

During the Ramp Up Period, if Contractor notifies the County in writing that it is unable to provide the full County Ramp Up Capacity during any given period of time, Contractor shall reduce the Operating Fee for such period by the sum of fourteen dollars and ninety cents (\$14.90) per Prisoner Day for each prisoner bed within the County Ramp Up Capacity that Contractor was unable to provide. The deductions required by this Section are intended to compensate the County for the partial loss of services incurred as a result of the County’s inability to use the full County Ramp Up Capacity and are not intended as a penalty. Any deductions

required in this Section shall be itemized on the monthly invoice(s) submitted pursuant to Section VII(B), which shall include (i) the date(s) on which Contractor was unable to provide the County the full County Ramp Up Capacity that month, and (ii) the number of prisoner beds Contractor was unable to provide the County each day.

12. Section VI(K) shall be and is hereby added to the Agreement as follows:

K. Failure to Provide Total County Capacity

As of the Service Commencement Date, if Contractor notifies the County in writing that it is unable to provide the County its Total County Capacity during any given period of time, Contractor shall reduce the Operating Fee for such period by the sum of forty dollars (\$40.00) per Prisoner Day for each prisoner bed within the Total County Capacity that Contractor was unable to provide. The deductions required by this Section are intended to compensate the County for the partial loss of services incurred as a result of the County's inability to use its Total County Capacity and are not intended as a penalty. Any deductions required in this Section shall be itemized on the monthly invoice(s) submitted pursuant to Section VII(B), which shall include (i) the date(s) on which Contractor was unable to provide the County its Total County Capacity that month, and (ii) the number of prisoner beds Contractor was unable to provide the County each day.

13. Effective October 1, 2023, Section VII(B)(1) is hereby deleted and replaced in its entirety with the following:

B. Invoicing and Payment Process

1. MTC shall invoice the County twice a month. The first invoice shall be issued on the 1st day of the month (or the first business day thereafter if the 1st day of the month falls on a weekend or legal holiday) and shall include all services and billable expenses provided or incurred during the period commencing on the 15th day and concluding on the last day of the preceding month. The second invoice shall be issued on the 15th day of the month (or the first business day thereafter if the 15th day of the month falls on a weekend or legal holiday) and shall include all services and billable expenses provided or incurred during the period commencing on the 1st day and concluding on the 14th day of the month.

All MTC invoices shall be submitted to: Tarrant County, Attn: County Auditor, 100 E. Weatherford, Fort Worth, TX 76196, and shall be in a form acceptable to the County Auditor and, at a minimum, include (i) any additional costs charged in accordance with Section VI(F); and (iii) the total costs for the Services provided in the preceding billing period.

All MTC invoices shall be promptly paid by the County in accordance with Texas Gov. Code Section 2251.021(a)(3), and any past due invoice shall accrue interest in accordance with Texas Gov. Code Section 2251.025.

14. Except for the changes set forth herein, the Agreement, as previously amended, remains unchanged and in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in their official capacities with legal authority to do so.

**MANAGEMENT & TRAINING
CORPORATION**

By: _____

Name: Leann Bertsch

Title: Sr. Vice President, Corrections

Date: _____

TARRANT COUNTY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should contract review from independent counsel.