

AMENDMENT ONE
TO THE AGREEMENT
BETWEEN THE CITY OF EDEN, TEXAS
AND
CORECIVIC, INC.

THE AGREEMENT effective on the 1st day of June 2019 by and between the **CITY OF EDEN, TEXAS** ("City") and **CORECIVIC, INC** ("Company"), is hereby amended as follows:

1. Delete Section 3 in its entirety and replace with the following language:

For every federal detainee/inmate accepted into custody at the Facility, CoreCivic shall comply with the terms of the applicable IGSA and supplemental documents incorporated by reference into the IGSA. Each IGSA shall be appended to and incorporated into this Agreement. Annually CoreCivic agrees to provide the City copies of all USMS audits or reviews conducted pursuant to the USMS IGSA and any corrective action plans submitted by CoreCivic.

2. Delete Section 7 in its entirety and replace with the following language:

(A) TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, CORECIVIC SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF EDEN, AND ALL OF ITS OFFICERS, COUNCIL MEMBERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CORECIVIC'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES REQUIRED BY THIS CONTRACT, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF CORECIVIC OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CORECIVIC OR ANYONE FOR WHOSE ACTS CORECIVIC MAY BE LIABLE.

(B) NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CORECIVIC SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE

CITY OF EDEN, AND ALL OF ITS OFFICERS, COUNCIL MEMBERS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CORECIVIC OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF THE CITY OF EDEN AND CORECIVIC THAT IN SUCH EVENT CORECIVIC IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CORECIVIC'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CORECIVIC UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. CORECIVIC SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(C) NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE CORECIVIC OR THE CITY TO DEFEND OR INDEMNIFY ANY PARTY FOR ANY CLAIMS, LAWSUITS, DAMAGES, EXPENSES, COSTS OR LOSSES ARISING FROM ANY HABEAS CORPUS ACTION OR ANY OTHER ACTION CHALLENGING THE VALIDITY OF A CONVICTION OR SENTENCE.

3. Delete Section 9 in its entirety and replace with the following language:

The term of this Agreement shall commence on the effective date of the USMS IGSA and end on the earlier of January 31, 2026 or expiration of the IGSA, unless otherwise terminated. The Agreement may be extended for three (3) year terms by mutual agreement of the parties. The parties agree to begin negotiations in good faith ninety (90) days prior to the expiration of the Agreement or any renewal term.

4. Delete Section 10 in its entirety and replace with the following language:

The City shall pay CoreCivic all funds received pursuant to an IGSA within 10 working days of the City's receipt of the funds from the government, less an administrative fee as defined in Paragraph 11 below. CoreCivic agrees to make a good faith effort to submit the necessary

documentation for payment as required by the applicable IGSA within six months of the end of the billing period.

5. Delete Section 11 in its entirety and replace with the following language:

Each month the City shall take from the funds received from an IGSA an administrative fee computed by multiplying the number of "Federal detainee (or inmate, if applicable), days" for which it has received payment by \$1.08. All remaining funds received shall be submitted to CoreCivic pursuant to Paragraph 10 above.

6. This Amendment shall be effective February 1, 2023.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Amendment.

CITY OF EDEN, TEXAS

By: _____
Mayor

CORECIVIC, INC.

By: _____
Natasha K. Metcalf
Vice President, Partner Contracts Counsel

**Agreement between
the City of Eden, Texas
and
CoreCivic, Inc.**

THIS Agreement is made and entered into by and between the City of Eden, Texas (the City), a political subdivision of the State of Texas and CoreCivic, Inc. (CoreCivic), a Maryland corporation with its principal offices located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

WHEREAS, the City has entered into an Intergovernmental Service Agreement with the United States Marshals Service (USMS) bearing Agreement Number 77-19-0007 (USMS IGSA), a copy of which is attached hereto and incorporated herein by reference;

WHEREAS, CoreCivic has an ownership interest in the Eden Detention Center in Eden, Texas (Facility) and desires to house federal detainees/inmates at the Facility pursuant to the USMS IGSA;

WHEREAS, the City desires CoreCivic to house federal detainees/inmates at the Facility and provide for the secure custody, safekeeping, housing, subsistence, care, and transportation of the detainees/inmates required by the USMS IGSA and any subsequent IGSA's that may be subject to this Agreement (collectively IGSA Goods and Services); and

WHEREAS, the City will benefit from CoreCivic's providing of the IGSA Goods and Services through the creation of jobs, the payment of applicable property taxes, utility revenues and the payments called for in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CoreCivic and the City hereby agree as follows:

1. The City has entered into the USMS IGSA and may enter other/additional IGSA's for IGSA Goods and Services to be provided at the Facility, all subject to CoreCivic's advance written approval.
2. The City shall place federal detainees/inmates at the Facility as directed pursuant to the applicable IGSA.
3. For every federal detainee/inmate accepted into custody at the Facility, CoreCivic shall provide all IGSA Goods and Services required under the terms of the applicable IGSA and supplemental documents incorporated by reference into the IGSA. Each IGSA shall be appended to and incorporated into this Agreement.
4. The City will not amend, terminate or otherwise change the terms of any IGSA subject to this Agreement without the advance written approval of CoreCivic, which approval shall not be unreasonably withheld.


5. CoreCivic is not obligated to house federal detainees/inmates at the Facility if an IGSA is changed without the advance written approval of CoreCivic, which approval shall not be unreasonably withheld.
6. Should CoreCivic desire to seek an increase in per diem, guard/transportation hourly rate or any other form of remuneration or reimbursement from the federal government under an IGSA, CoreCivic shall provide all documentation necessary and appropriate to that effort, and the City shall provide all necessary and reasonable cooperation in the pursuit of the increase. Any such increase in per diem rests in the sole discretion of the federal government.
7. CoreCivic shall indemnify, defend and hold harmless the City and its officers and employees from liability and any claims suits, judgments and damages to the extent such claims, suits, judgments and damages arise as a result of CoreCivic's acts and/or omissions in the performance of this Agreement. Nothing herein shall be construed to require CoreCivic to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the acts or omissions of the City, its departments, its officers, agents or employees or allegations regarding the City's authority to enter into this Agreement. Neither shall anything herein be construed to require CoreCivic or the City to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from any Habeas Corpus action or other action challenging the validity of a conviction or sentence.
8. CoreCivic shall obtain and maintain a policy of insurance providing liability coverage against all claims, including claims based on violations of civil rights, arising from or pertaining, in material part, to CoreCivic's duties and obligations under this Agreement. The policy must provide coverage in the amount of at least five million dollars (\$5,000,000.00) or such amount as may be required by law, whichever is greater. The policy must provide for the mutual benefit of CoreCivic and the City, their officers, officials, employees, agents or other individuals acting on their behalf under this Agreement. CoreCivic shall, within thirty days of commencement of this Agreement, provide the City with a copy of the declaration page of the policy evidencing compliance with this Paragraph 8. Compliance with this Subparagraph 8 shall not relieve CoreCivic from any liability or duty under Subparagraph 7 above.
9. The term of this Agreement shall commence on the effective date of the USMS IGSA and run concurrent with the term of the USMS IGSA and any subsequent IGSAs the subject of this Agreement, unless otherwise terminated.
10. The City shall pay CoreCivic all funds received pursuant to an IGSA within 10 working days of the City's receipt of the funds from the government, less an administrative fee as defined in Paragraph 11 below. CoreCivic agrees to timely submit the necessary documentation for payment as required by the applicable IGSA.

11. Each month, the City shall take from the funds received from an IGSA an administrative fee computed by multiplying the number of "Federal detainee (or inmate, if applicable) days" for which it has received payment by \$1.00. All remaining funds received shall be submitted to CoreCivic pursuant to Paragraph 10 above.
12. Either party may terminate this Agreement for convenience on sixty (60) days written notice to the other party.
13. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, including but not limited to, inmates held pursuant to the IGSA.
14. This Agreement shall not be altered, changed or amended except in writing signed by both parties.
15. This Agreement incorporates all the agreements, covenants and understandings between the parties. No prior contract or understandings, verbal or otherwise, of the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement.
16. All notices sent pursuant to this Agreement shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by email, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

and

17. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing signed by the party charged.
18. Neither party may assign this Agreement or any part thereof without the written approval of the other party, which approval shall not be unreasonably withheld.
19. This Agreement shall be governed by and is subject to the provisions of, and shall be construed in accordance with, all applicable laws of the State of Texas. Venue for any suit or legal proceeding arising from or pertaining, in material part, to this Agreement shall be in Concho County, Texas.
20. This Agreement is executed in multiple copies. It may be executed in multiple counterparts.

CITY OF EDEN, TEXAS

By: 
Mayor


Date: 22 MAY 2019

CORECIVIC, INC.

By: 
Natasha K. Metcalf,
Vice President, Partnership Development

Date: 5/22/19

ATTESTED:

By: 

Its: City Secretary