

**Agreement
between
Town of Mason, Tennessee
and
CoreCivic, Inc.**

THIS Agreement is made and entered into by and between the Town of Mason, Tennessee (the Town), a political subdivision of the State of Tennessee, and CoreCivic, Inc. (CoreCivic), a Maryland corporation with its principal offices located at 5501 Virginia Way, Brentwood, Tennessee 37027.

WHEREAS, the Town has entered into an Intergovernmental Service Agreement (IGSA) with the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE), a copy of which is incorporated herein by reference;

WHEREAS, CoreCivic is a private entity that has an ownership interest in the West Tennessee Detention Facility (Facility) located in Mason, Tennessee and desires to house federal inmates at the Facility pursuant to the IGSA; and

WHEREAS, the Town desires CoreCivic to house federal inmates at the Facility pursuant to the IGSA; and

WHEREAS, the management of the detention of federal inmates requires specialized training and skill, as well as improved real property, which would require a significant capital investment; and

WHEREAS, the Facility has the improved real property, the specialized training, and skill to house federal inmates pursuant to the IGSA; and

WHEREAS, the Town will benefit from CoreCivic's housing of the federal government's inmates at the Facility through the creation of jobs, the payment of applicable property taxes, utility revenues and the payments called for in this Agreement; and

WHEREAS, CoreCivic estimates that the operation of the Facility will entail approximately ____ full time jobs and will promote and foster the development and improvement of the Town of Mason and the County of Tipton, including, but not limited to, the educational and economic welfare thereof.

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

1. The Town will enter into the ICE IGSA and may enter other/additional IGSA's for services to be provided at the Facility, all subject to CoreCivic's advance written approval.

2. Pursuant to the applicable IGSA, ICE will place federal detainees at the Facility and CoreCivic shall receive all placed federal inmates at the Facility as applicable to the IGSA.
3. For every federal detainee accepted into custody at the Facility, CoreCivic shall provide all services required to operate the Facility in compliance with the terms of the applicable IGSA, which shall be incorporated into this Agreement by reference.
4. The Town will not amend, terminate or otherwise change the terms of the IGSA without the advance written approval of CoreCivic, whose consent shall not be unreasonably withheld. Upon receipt of proposed IGSA modifications from ICE, the Town will immediately consult with CoreCivic regarding what action to take with respect to the proposed modification. The Town shall provide all necessary and reasonable cooperation in the resolution of IGSA modifications.
5. CoreCivic is not obligated to house federal detainees at the Facility if the IGSA is changed without the advance written approval of CoreCivic.
6. Should CoreCivic desire to seek an increase in per diem from the federal government under the IGSA, CoreCivic shall provide all documentation necessary and appropriate to that effort, and the Town 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 Town and its officers, elected officials, and employees from liability for all claims and any related 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.
 - (a) 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 Town, its departments, its officers, agents or employees.
8. The term of this Agreement shall commence on the effective date of the ICE IGSA and run concurrent with the term of the ICE IGSA and subsequent IGSAs, unless otherwise terminated.
9. As requested by CoreCivic and in accord with all applicable laws, the Town shall assist with the submission of the monthly invoices to ICE. The Town shall pay CoreCivic all funds received pursuant to the IGSA without any undue delay, and not more than 30 days after the Town's receipt of the funds from the government, less an administrative fee as defined in paragraph 10 below. CoreCivic agrees to timely submit the necessary documentation for payment as required by the IGSA.

10. On a monthly basis, beginning on the Agreement effective date, CoreCivic shall pay the Town an administrative fee of \$1.00 per day per detainee held at the Facility, pursuant to this Agreement and the IGSA, calculated as follows: $\$1.00 \times \# \text{ of detainees} \times \# \text{ days in the month}$.
11. Either party may terminate this Agreement if a material breach of the Agreement by the other party remains uncured for thirty (30) days after the date of written notice of the material breach or such longer period as approved in writing by the non-breaching party.
12. 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, detainees held pursuant to the IGSA.
13. This Agreement shall not be altered, changed or amended except in writing signed by CoreCivic and the Town of Mason.
14. 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.
15. This Agreement shall be solely and exclusively governed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law provisions.
16. The exclusive and sole venue for all disputes between the parties shall be brought solely and exclusively in either the state court for Mason, Tennessee, or the United States District Court for the division including Tipton County, Tennessee. If this provision of venue is found unenforceable, either party may compel arbitration.
17. CoreCivic shall carry insurance for \$1,000,000 per incident, \$2,000,000 per aggregate and shall name the Town as an additional insured. Such insurance policy shall include a waiver of subrogation provision. CoreCivic shall annually provide a certificate of insurance to the Town. Each insurance policy shall contain a provision stating that the insurer will give the Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. A provision in the policy to the effect that the insurer will endeavor to give the Town prior notice of cancellation or material change to the policy shall not be satisfactory to the Town. The furnishing of the aforesaid insurance shall not relieve CoreCivic of its obligation to indemnify the Town in accordance with the provisions of § 7 hereinabove.
18. 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:

Town:

Eddie Noeman
Mayor
Town of Mason
12157 Main Street
Mason, TN 38049
enoeman@townofmasontn.org

CoreCivic:

Cole Carter
General Counsel
CoreCivic
5501 Virginia Way
Suite 110
Brentwood, TN 37027
Cole.Carter@CoreCivic.com

And

_____, Warden
West Tennessee Detention Facility
P.O. Box 509
Mason, TN 38049

19. 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.
20. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, amended or stricken federal laws, applicable executive orders, applicable court orders, acts of God or the public enemy, fires, floods, tornados, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform expeditiously notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
21. The Town and CoreCivic each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind the Town and CoreCivic, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party. Each party shall likewise cooperate in provide the other party additional documentation, etc. that it may need for this Agreement to go into full effect.

TOWN OF MASON, TENNESSEE

CORECIVIC, INC.

By: _____

By: _____

Natasha K. Metcalf-McGee
Deputy General Counsel
Vice President, Partner Contracts

Date: _____

Date: _____