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WEBB COUNTY, TEXAS

BY: REH DEPUTY

Agreement Between Webb County, Texas and CoreCivic, Inc.

This Renewal Agreement (Agreement) is made and entered into by and between Webb County, Texas (County), a political subdivision of the State of Texas and CoreCivic, Inc. (CoreCivic), a Maryland corporation with its principal offices located at 5501 Virginia Way, Suite 110, Brentwood, Tennessee 37027.

WHEREAS, the County is a party to a February 28, 2018 Intergovernmental Service Agreement (IGSA) with the United States Immigration and Customs Enforcement (ICE) Agency No. 70CDCR18DIG000004 and any of its amendments thereto (ICE IGSA), which is incorporated herein by reference.

WHEREAS, CoreCivic owns the Webb County Detention Facility in Laredo, Texas (Facility) and desires to house federal detainees/inmates at the Facility pursuant to the IGSA;

WHEREAS, the County desires CoreCivic to house federal detainees/inmates at the Facility pursuant to the IGSA; and

WHEREAS, the County will benefit from CoreCivic's housing of the government's detainees/inmates at the Facility through the creation of jobs and the payment of applicable property taxes.

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

1. The County has entered into the ICE IGSA and may enter into other/additional IGSA's including amendments thereto for services to be provided at the Facility, all subject to CoreCivic's advance written approval.
2. The County shall place federal inmates/detainees at the Facility as directed pursuant to the applicable IGSA.
3. For every federal inmate/detainee accepted into custody at the Facility, CoreCivic shall provide services in compliance with the terms of the applicable IGSA, which shall be appended to and incorporated into this Agreement by reference.
4. The County will not amend, terminate or otherwise change the terms of the IGSA without the advance written approval of CoreCivic.
5. CoreCivic is not obligated to house federal detainees/inmates at the Facility if the IGSA is changed without CoreCivic's advance written approval.
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 County 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. Any changes sought by CoreCivic to the IGSA, which is incorporated into this Agreement, will require notice to Webb County prior to notifying the federal government. Approval of the final IGSA changes is subject to the approval of Webb County.

7. CoreCivic shall indemnify, defend and hold harmless the County, its agents, employees, and representatives from and against any and all suits, actions, claims, damages, including damages for losses arising from the acts and/or omissions of CoreCivic, its agents, employees, representatives or subcontractors. CoreCivic's indemnifications obligations shall extend to matters arising under the IGSA and any of its amendments, as well as this Agreement. CoreCivic shall, at its own cost and expense, defend any such suit, action or proceeding, and shall pay any and all expenses, including but not limited to, costs, attorney's fees and settlement expenses which may be incurred therein. The County may elect, at its own expense, to retain separate counsel, in addition to that provided by CoreCivic.
8. CoreCivic shall name the County and its agents, employees, and representatives as an additional insured on its general liability policy. CoreCivic shall provide the County with a copy of the declaration page of the policy within thirty days of commencement of this Agreement.
9. The Term of this Agreement shall commence on March 1, 2022 and expire on the earlier of June 30, 2026 or expiration of the IGSA. The parties will begin negotiations in good faith ninety (90) days prior to the expiration of the Agreement to either renew, modify and/or extend this Agreement subject to any modification or any requirements imposed by the U.S. Federal Government pursuant to the IGSA and any amendments thereto.
10. The County shall pay CoreCivic all funds received pursuant to the IGSA within 10 working days of the County's receipt of the funds from the federal government, less an administrative fee as defined herein below. CoreCivic agrees to submit the necessary documentation for payment as set forth in the IGSA.

March 1, 2022 through June 30, 2026

0 - 300 beds X \$1.00 per detainee per day
301-400 beds X \$1.50 per detainee per day
401-500 beds X \$2.00 per detainee per day

Calculation Example: 500 beds

March 1, 2022 through June 30, 2026

0 – 300 beds X \$1.00 =	\$300
301-400 beds X \$1.50 =	\$150
401-500 beds X \$2.00 =	\$200
Total daily average Admin Fee	\$650

11. Either party may terminate this Agreement for convenience with sixty (60) days written notice to the other party.
12. Notwithstanding any other paragraph, the County may terminate this Agreement if a breach of this Agreement by CoreCivic remains uncured for more than sixty (60) days after written notice. A breach of this Agreement includes the incorporated IGSA's terms, conditions, requirements, covenants and/or amendments thereto.
13. The failure to perform any of the terms and conditions of this Agreement resulting from causes beyond the control and without fault or negligence of the parties, including but not limited to acts of God, war, epidemic, pandemic, civil insurrection or riot, shall not be a breach.
14. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights to any other person or entity, including but not limited to, detainees/inmates housed pursuant to the IGSA.
15. The Agreement shall not be altered, changed or amended except in writing signed by both parties.
16. 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.
17. All notices sent pursuant to this agreement shall be given in writing and shall be delivered in person, by certified mail, postage prepaid, return receipt requested, by facsimile, or by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows.
 - a. County: Webb County Sheriff
Attention Finance Director
902 Victoria Street
Laredo, Texas 78040
Fax No: 956-523-4544

b. CoreCivic
Attention: Cole Carter
General Counsel
5501 Virginia Way, Suite 110, Brentwood, TN 37027
Fax No: 615-263-3020

And

c. Webb County Detention Facility
Attention: Webb County Detention Warden
9998 S. Highway 83
Laredo, TX 78046
Fax No: 956-723-4602

18. Webb County will have the right to inspect, collect and retain records as required pursuant to the IGSA. In addition, Webb County reserves the right to visit the Webb County Detention Center with or without prior notice to CoreCivic.
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. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the courts of Webb County, Texas.
21. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
22. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
23. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
24. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
25. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and

agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

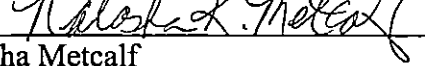
26. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto; provided, however, CoreCivic may assign the Agreement to a CoreCivic affiliate without the County's prior written consent.

27. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

WEBB COUNTY TEXAS

CORECIVIC, INC.

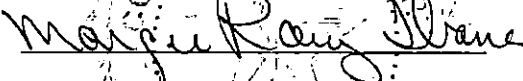
BY: 
Honorable Webb County Judge
Tano E. Tijerina

BY: 
Natasha Metcalf
Vice President, Partner Contracts Counsel

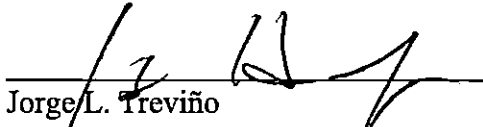
Date _____

Date: February 16, 2022

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Jorge L. Treviño
Assistant General Counsel Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On February 22, 2022; item 8A