

**Management Agreement between
Torrance County, New Mexico
and
CoreCivic, Inc.**

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

WHEREAS, the County has entered into an Intergovernmental Service Agreement (IGSA) with the United States Immigration and Customs Enforcement (ICE), a copy of which is incorporated by reference.

WHEREAS, CoreCivic owns the Torrance County Detention Facility in Estancia, New Mexico (Facility) and desires to house federal inmates at the Facility pursuant to the IGSA;

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

WHEREAS, CoreCivic will implement its emergency response plan in the event of an inmate escape from the Facility which includes notification to local law enforcement;

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

WHEREAS, this Management Agreement is subject to NMSA 1978, Section 13-1-98(M).

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 IGSA with ICE, and the County may enter other/additional IGSA's for services to be provided at the Facility, subject to CoreCivic's advance written approval.
2. The County shall place federal inmates at the Facility as directed by the applicable federal entity pursuant to the applicable IGSA.
3. For every federal inmate accepted into custody at the Facility, CoreCivic shall provide services in compliance with the terms of the applicable IGSA, which shall be incorporated into this Agreement by reference.

4. The County will not amend or otherwise change the terms of the IGSA without the advance written approval of CoreCivic, but may terminate this Agreement as provided herein without the consent of CoreCivic. CoreCivic is not obligated to house inmates at the Facility if the IGSA is changed without its written approval.
5. 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.
6. CoreCivic shall indemnify, defend and hold harmless the County and its officers and employees from all liability, costs, attorney's fees, and expenses for any claims, suits, judgments and damages to the extent such claims, suits, judgments and damages are caused by or arise out of all aspects of CoreCivic's provision and operation of the Facility. CoreCivic agrees to carry liability insurance covering its officers, jailers, employees, and agents in an amount sufficient to cover all such liability. This includes, but is not limited to, the acts of inmates while under CoreCivic's authority; any misuse or processing of data as specified in federal, state, county, and/or city regulations or statutes; and New Mexico labor and minimum wage laws. 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 any Habeas Corpus action or other action challenging the validity of a conviction or sentence.
7. The County shall pay CoreCivic all funds received pursuant to the IGSA within 15 working days of the County's receipt of the funds from the government, less an administrative fee of \$0.50 per day per inmate housed at the Facility. CoreCivic agrees to submit the necessary documentation for payment as set forth in the IGSA. The County will not be responsible for payment of funds owed but not rendered by the federal government. In those instances where allowed under the IGSA, CoreCivic will be designated the Payee and funds due pursuant to the IGSA will be paid directly to CoreCivic.

Any sums due from CoreCivic to the County pursuant to this Agreement will, each month, be applied as a credit to any sums owed CoreCivic by the County pursuant to the Inmate Confinement Agreement entered into between the parties.

8. The term of this Agreement shall continue for a period of five (5) years upon written approval of the Local Government Division of the New Mexico Department of Finance and Administration, the Office of the New Mexico Attorney General, and the Risk Management Division of the New Mexico

General Services Department unless otherwise terminated as provided herein. This Contract may be extended by mutual agreement for additional one-year, two-year, or three-year extensions not to exceed a total of six extensions. Agreements binding on future governing bodies for construction, purchase or lease of a jail facility for not more than fifteen (15) years are authorized.

9. Either party may terminate this Agreement for convenience on ninety (90) days written notice to the other party. Pursuant to NMSA 1978, Section 33-3-27(F), the County may also terminate this Contract for cause upon ninety (90) days' notice to CoreCivic. The following reasons for such termination for cause are not exclusive, but shall include at least:
 - (1) failure of CoreCivic to meet minimum standards and conditions of incarceration as set forth herein; or
 - (2) failure by CoreCivic to meet other contract provisions when the failure seriously affects the operation of the jail facility.
10. The failure of performance of any of the terms and conditions of the Agreement resulting from causes beyond the control and without fault or negligence of the parties, including but not limited to acts of God, war, civil insurrection or riot, shall not be a breach.
11. 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.
12. This Agreement shall be interpreted under the laws of the State of New Mexico. Venue shall be in Torrance County. Neither party shall be responsible for the attorneys' fees of the other except as otherwise provided herein.
13. This Agreement shall not be altered, changed or amended except in writing signed by both parties.
14. This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter herein. 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 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one Contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.
16. CoreCivic agrees to abide by all federal, state and county laws and rules and

regulations, pertaining to equal employment opportunity. In accordance with all such laws, CoreCivic assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CoreCivic is found not to be in compliance with these requirements during the life of this Agreement, CoreCivic agrees to take appropriate steps to correct these deficiencies.

17. CoreCivic agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If CoreCivic fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.
18. CoreCivic and its agents and employees are independent contractors performing professional services for the County and are not employees of Torrance County. CoreCivic and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of Torrance County as a result of this Agreement. CoreCivic acknowledges that all sums received hereunder are reportable by CoreCivic for tax purposes, including without limitation, self-employment and business income tax. CoreCivic agrees not to purport to bind Torrance County unless CoreCivic has express written authority to do so, and then only within the strict limits of that authority.
19.
 - a. Conflict of Interest/Governmental Conduct Act. CoreCivic represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
 - b. CoreCivic further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, CoreCivic specifically represents and warrants that:
 - i. in accordance with Section 10-16-4.3 NMSA 1978, Corecivic does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

ii. this Agreement complies with Section 10-16-7(B) NMSA 1978 where applicable because (i) CoreCivic is not a public officer or employee of the County; (ii) CoreCivic is not a member of the family of a public officer or employee of the County; (iii) CoreCivic is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if CoreCivic is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

c) In accordance with Section 10-16-8(C) NMSA 1978, (i) CoreCivic is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) CoreCivic is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

d) In accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, CoreCivic has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

e) CoreCivic's representations and warranties in this section 19 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. CoreCivic shall provide immediate written notice to the County if, at any time during the term of this Agreement, CoreCivic learns that CoreCivic's representations and warranties in this section 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that CoreCivic's representations and warranties in this section 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

f) All terms defined in the New Mexico Governmental Conduct Act have the same meaning in this section 19.

20. The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

21. Pursuant to federal law, no federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the

making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. 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 facsimile, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

County: Wayne Johnson
Torrance County Manager
P.O. Box 48
Estancia, NM 87016

CoreCivic: Cole Carter
General Counsel
CoreCivic
5501 Virginia Way, Suite 110
Brentwood, TN 37027

and

Warden
Torrance County Detention Facility
209 County Road AO49
Estancia, New Mexico 87016

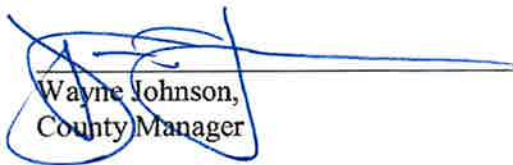
23. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing signed by the party charged, nor shall an effective waiver by a party of any of its rights be effective to waive any other rights.
24. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the federal government for the performance of the IGSA.. The federal government's decision as to whether sufficient federal appropriations are available shall be accepted by CoreCivic and shall be final. If the County proposes an amendment to the Agreement as a result of reduced federal funding, CoreCivic shall have the option to terminate the Agreement

concurrent with the effective date of the reduced funding or to agree to the reduced funding by providing written approval of the IGSA amendment. CoreCivic shall immediately notify the County, or as soon as is practicable, when CoreCivic becomes aware that federal appropriations may or will be reduced or eliminated, whichever occurs first, relating to the Facility.

25. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
26. This agreement shall extend to and be binding upon the successors and assigns, if applicable, of the parties.
27. In the event a dispute arises as to the rights and obligations among the parties hereto, the parties shall both pay any undisputed amounts and agree to attempt to resolve the dispute through non-binding mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

TORRANCE COUNTY

CORECIVIC, INC.


Wayne Johnson,
County Manager


Natasha K. Metcalf
Vice President, Partnership Development

New Mexico Attorney General/Authorized Representative

Signature: _____

Title: _____

Date: _____

Risk Management Division of the General Services Department

Signature: _____

Title: _____

Date: _____

Local Government Division of the Department of Finance and Administration

Signature: _____

Title: _____

Date: _____