

COOPERATIVE PURCHASING AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND CORECIVIC, INC. FOR JAIL SERVICE

THIS COOPERATIVE PURCHASING AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("City") and CORECIVIC, INC., a Maryland ("Contractor")

RECITALS

A. The City of Mesa, after a competitive procurement process for Private Jailing Services pursuant to Solicitation Number 2012194 ("Mesa Contract") entered into a contract with Contractor on June 1, 2017 and three subsequent amendments effective on June 1, 2020, April 1, 2021 and June 1, 2021, respectively. A copy of the 2017 Mesa Contract and the three amendments are attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Chapter 3, Article 3-7 of the Apache Junction City Code, Vol. I, to acquire such services under the Mesa Contract as a cooperative use Strategic Alliance for Volume Expenditures ("SAVE") cooperative contract.

C. The City and the Contractor desire to enter into this Agreement for the purpose of: (i) acknowledging a cooperative contractual relationship under the Mesa Contract; (ii) establishing the scope of work ("Work") to be provided by Contractor as more particularly set forth in Section 2 below; and (iii) setting the pricing pursuant to this Agreement related to the Work.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the City and the Contractor hereby agree as follows:

1. Term of Agreement: This Agreement shall be effective as of the date first set forth above and shall remain in full force until May 31, 2022 (the "Term"), unless terminated or extended pursuant to the terms and conditions of this Agreement or the Mesa Contract.

2. Scope of Work: Contractor agrees to perform the Work specifically set forth in Exhibit A to the Mesa Contract as modified by Exhibit B hereto, which is incorporated herein by reference.

3. Compensation: In accordance with the terms and conditions of this

Agreement, the City shall compensate the Contractor for its professional services as set forth in Exhibit B to the Mesa Contract as amended.

4. Contractor's Billing: Payment shall be made by the City to the Contractor on the basis of invoices submitted which must include a detailed itemization of all work, copies billings as requested and is subject to review and certification of the City's authorized representative prior to payment.

5. Notices: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, or by overnight courier, addressed to the following personnel:

If to City: City of Apache Junction
 Attn: City Manager
 300 East Superstition Blvd.
 Apache Junction, AZ 85119

And to: City of Apache Junction
 Attn: City Attorney
 300 East Superstition Blvd.
 Apache Junction, AZ 85119

If to Contractor: CoreCivic, Inc.
 Attn: Cole Carter, General Counsel
 5501 Virginia Way
 Brentwood, TN 37027

6. Termination:

6.1 Termination for Cause. In the event either party: (i) fails to fulfill in a timely and proper manner its obligations under this Agreement; or (ii) is otherwise guilty of substantial breach of a provision of the Agreement, the other party may, at its option, provide written notice to the breaching party of the breach. The breaching party will have thirty (30) calendar days from receipt of the notice to cure the breach. The thirty (30) calendar day cure period may be extended by mutual agreement of the parties.

If the breach is not cured with in the thirty (30) calendar days, the non-breaching party may, without prejudice to any other rights or remedies, terminate this Agreement immediately or on such date as specified by the terminating party.

When the City terminates the Agreement for one of the reasons stated above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor and the City may withhold any payments to the Contractor for the purpose of set-off

until such time as the exact amount of damages due the City from the Contractor is determined.

Upon the receipt of a notice of termination from the City, Contractor shall: (i) promptly discontinue all services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City copies of data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in the performance of this Agreement.

6.2 Termination by the City for Convenience. The City may terminate this Agreement without cause by giving Contractor sixty (60) calendar days written notice. Such termination shall not prejudice any other right or remedy the City may have under this Agreement. If this Agreement is terminated without cause, Contractor shall be paid for work performed to the date of termination.

7. Indemnification: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City and its elected and appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses, penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to , any injury or damages claimed by any of Contractor's and subcontractor's employees. This section shall survive the expiration or early termination of the Agreement.

8. Arbitration: The Parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim of controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) calendar days to prepare and deliver a response. Thereafter, in the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an

arbitrator mutually selected by Contractor and the City. In the event that the Parties cannot agree upon the selection of an arbitrator within seven (7) calendar days, then within three (3) calendar days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

9. Governing Law and Venue: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

10. Israel Boycott: Contractor warrants that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. § 35-393.01

11. Conflicting Terms: In the event of any inconsistency, conflict or ambiguity between the terms of this Agreement and the Mesa Contract, the terms of this Agreement shall govern. Notwithstanding the foregoing, unauthorized exceptions, conditions limitations or provisions in conflict with the terms of this Agreement or the Mesa Contract (collectively, "Unauthorized Conditions"), other than the City's specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mesa Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR:

CoreCivic, Inc., a Maryland corporation



By: Natasha K. Metcalf

Title: Vice President, Partnership Contracts Counsel

CITY:

**City of Apache Junction, an Arizona
municipal corporation**

By: Walter “Chip” Wilson

Title: Mayor

ATTEST:

Jennifer Pena
City Clerk

APPROVED AS TO FORM:

Richard J. Stern
City Attorney

EXHIBIT A

MESA CONTRACT

The Mesa Contract sets forth the applicable Scope of Work, except as modified in Exhibit B, and payment terms.



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA CONTRACT NUMBER 2012194
PRIVATE JAILING SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Telephone	(480) 644-2815
Fax	(480) 644-2655

AND

CoreCivic, Inc. ("Contractor")

Mailing Address	10 Burton Hills Blvd. Nashville, TN 37215
Delivery Address	1100 Bowling Rd Florence, AZ 85132
Attention	Natasha K. Metcalf, VP, Partnership Development
E-Mail	Natasha.Metcalf@corecivic.com
Telephone	615-263-3000
Fax	615-263-3090
Local Contact	Warden Kris Kline
E-Mail	
Telephone	
Fax	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 22nd day of May, 2017, by and between the **City of Mesa, Arizona**, an Arizona municipal corporation ("City"), and **CoreCivic, Inc.** a Maryland corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2012194** ("Solicitation") for **Private Jailing Services**, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **June 1, 2017** and ending on **May 31, 2020**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed one (1) **two (2) year period**. Any subsequent renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 This Agreement may be terminated by either party for any reason or no reason, with sixty (60) days written notice from the terminating party mailed to the other party.
- 2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A ("Scope of Work")**. Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
- 3. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - (a) Agreement
 - (b) Exhibits

1. Mesa Standard Terms & Conditions
2. Scope of Work
3. Other Exhibits not listed above
- (c) Solicitation including any addenda
- (d) Contractor Response

4. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to the third annual anniversary date of the Agreement and each annual anniversary date thereafter, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the **Consumer Price Index for All Urban Consumers (CPI-U)**, US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term except where otherwise provided in this Agreement. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- (a) Contractor name, address, and contact information;
- (b) City billing information;

- (c) City contract number as listed on the first page of the Agreement;
- (d) Invoice number and date;
- (e) Payment terms;
- (f) Date of service;
- (g) Description of services provided;
- (h) Taxes, if applicable
- (i) Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

5. **Insurance.**

6.1 Contractor shall procure and maintain in full force and effect until all of its obligations have been discharged, including any warranty periods under this Agreement, the types of insurance and applicable policy limits set forth herein in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City of Mesa does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.3 Each insurance policy required under the Agreement must be in effect at or prior to the Effective Date of the Agreement and remain in effect for the term of the Agreement, including any renewal or extension periods.

6.4 **Minimum Scope and Limits of Insurance.** Contractor shall procure and maintain the coverages described below with limits of liability of not less than those stated below.

6.4.1 **Commercial General Liability – Occurrence Form.** Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability. Limits are to be unimpaired.

6.4.1.1 General Aggregate \$20,000,000

6.4.1.2 Bodily Injury and Property Damage \$20,000,000

6.4.1.3 Personal and Advertising Injury \$20,000,000

6.4.1.4 Each Occurrence \$20,000,000

6.4.1.5 Damage to Rented Premises \$ 1,000,000

6.4.1.6 The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include **"the City of Mesa, and its officials, officers, agents and employees"** as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

6.4.1.7 The insurance policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of **"City of Mesa, and its officials, officers, agents, and employees"** for liability or losses arising out of the activities performed by or on behalf of the Contractor.

6.4.2 **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

6.4.2.1 Combined Single Limit (CSL) \$ 5,000,000

6.4.2.2 Insurance Service Office, Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto.

6.4.2.3 Hazardous Material Transport – If the Agreement includes hazardous material transportation, the automobile liability policy shall include the following endorsements; CA 99 48 Pollution Liability-broadened coverage for covered auto and the MCS-90 (Motor Carrier Act). The policy shall provide Automobile Pollution Liability specific to the transportation of hazardous materials from the project site to the final disposal location, if included in the Agreement.

6.4.2.4 The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: ***"The City of Mesa, and its officials, officers, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired or borrowed by the Contractor."***

6.4.2.5 The policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **"City of Mesa, and its officials, officers, agents, and employees"** for losses arising out of activities performed by or on behalf of the Contractor.

6.4.3 **Worker's Compensation and Employers' Liability**

6.4.3.1 Worker's Compensation Statutory

6.4.3.2 Employers' Liability

6.4.3.3 Each Accident \$ 1,000,000

6.4.3.4 Disease – Each Employee \$ 1,000,000

6.4.3.5 Disease – Policy Limit \$ 1,000,000

6.4.3.6 The policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "City of Mesa, and its officials, officers, agents, and employees" for losses arising out of activities performed by or on behalf of the Contractor.

6.4.3.7 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.4.4 **Professional Liability (Errors and Omissions Liability)** – Limits are to be unimpaired. Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract or proceeds.

6.4.4.1 Each Claim \$ 5,000,000

6.4.4.2 Annual Aggregate \$10,000,000

6.4.4.3 Within this requirement, medical services shall be insured with sub-limits as follow:

6.4.4.3.1 Hospital Professional Liability (Administration and Management) \$2,000,000 Each Claim, \$4,000,000 Aggregate.

6.4.4.3.2 Medical Malpractice Liability (Individual Medical Practitioners) (Employees of primary contractor, and/or subcontractors and/or sole proprietors) \$1,000,000 Each Claim, \$3,000,000 Aggregate.

6.4.4.4 In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

6.4.4.5 The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.4.4.6 The policy shall cover professional liability arising out of the rendering or failure to render medical services for all persons, positions and operations as described in the Scope of Services.

6.4.5 **Network Security (Cyber) and Privacy Liability**

6.4.5.1 Each Claim \$ 2,000,000

6.4.5.2 Annual Aggregate \$ 2,000,000

6.4.5.3 Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit

remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

6.4.5.4 In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.4.6 Pollution Legal Liability

6.4.6.1 Each Occurrence \$ 2,000,000

6.4.6.2 Annual Aggregate \$ 4,000,000

6.4.6.3 Coverage must be identified as specific to the operations and specific site(s) described in the Scope of Work in this Agreement.

6.4.6.4 Coverage must include cleanup and 3rd party bodily injury/property damage off-site as well as on-site.

6.4.6.5 Coverage must include cleanup of asbestos and lead-based paint in soil and groundwater, as well as coverage for 3rd party bodily injury and property damage.

6.4.6.6 Coverage must include mold and legionella within the definition of a pollution condition.

6.4.6.7 Pollution coverage must apply to all locations utilized for the acceptance, storage, or disposal of any hazardous materials.

6.4.6.8 The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.

6.4.6.9 The policy shall include coverage for property damage including physical damage to, or destruction of, tangible property and the resulting loss of use thereof, clean-up costs and the loss of use of tangible property that has not been physically damaged or destroyed.

6.4.6.10 For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminant or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in cleanup costs, bodily injury or property damage.

6.4.6.11 The policy shall include coverage for defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

6.4.6.12 If underground or above ground storage tanks are used on the property then the following language should be included in the insurance requirements.

6.4.6.13 Underground Storage Tanks will need to be scheduled on the policy; Aboveground Storage Tanks shall not be excluded.

6.4.6.14 If the Lessee transports goods or materials to or from the City property, then the following language should be included in the insurance requirements.

6.4.6.15 Coverage should also include cleanup and 3rd party bodily injury/property damage resulting from transportation of cargo (including loading & unloading) if the lessee transports goods or materials to or from City property.

6.4.7 Contractors Pollution Liability

6.4.7.1 For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section in this Agreement. The policy shall also include the following coverages: bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs. Property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed and diminution in value.

6.4.7.2 Per Occurrence \$ 2,000,000

6.4.7.3 General Aggregate \$ 4,000,000

6.4.7.4 Coverage must be identified specific to the operations as described in the Scope of Work in this Agreement.

6.4.7.5 Must include coverage for pollution losses arising out of completed operations.

6.4.7.6 The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Agreement is terminated.

6.4.7.7 Pollution coverage must apply to all phases of the work described in the Scope of Work in this Agreement.

- 6.4.7.8 The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.
- 6.4.7.9 The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- 6.4.7.10 The policy shall include coverage for environmental damage including physical damage to soil, surface water, ground water, plant, or animal life, caused by pollution conditions and giving rise to cleanup costs.
- 6.4.7.11 The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- 6.4.7.12 The policy shall include coverage for asbestos and lead, mold, with no exclusions.
- 6.4.7.13 The policy shall include Non-Owned Disposal Site coverage.
- 6.4.7.14 The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the "**City of Mesa, and its officers, officials, agents, and employees**" as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.4.7.15 The policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "**City of Mesa, and its officers, officials, agents, and employees**" for losses arising from work performed by the Contractor.

The following is only applicable to Contractor's treating, storing or disposing of City generated hazardous waste at a separate facility.

- 6.4.7.16 Treatment, Storage or Disposal of Hazardous Wastes: Contractor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$10,000,000 per occurrence/annual aggregate, and will cover sudden and gradual pollution losses arising from the facility, associated with the work performed under this Agreement.
- 6.4.7.17 For pollution losses arising from the insured facility, coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.
- 6.4.8 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, as required by this Agreement, the following provisions:

6.4.8.1 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the City of Mesa, and its agents, officials, employees shall be excess and not contributory insurance.

6.4.8.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Agreement.

6.4.9 **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, the Contractor must provide to the City of Mesa, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed to: City of Mesa, Purchasing Division, P.O. Box 1466, Mesa, AZ 85211-1466, Attn: Sharon Brause – Senior Procurement Officer.

6.4.10 **ACCEPTABILITY OF INSURERS:** Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A-VII. The City of Mesa in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.4.11 **VERIFICATION OF COVERAGE:** The successful contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award this contract. Contractor shall furnish the City of Mesa with certificates of insurance (valid ACORD form or equivalent approved by the City of Mesa as required by this Agreement).

6.4.11.1 Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement.

6.4.11.2 The City reserves the right to require Contractor to provide complete copies of all insurance policies required by this Agreement at any time.

6. **Indemnification.**

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- (a) Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - (b) Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - (c) Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - (d) Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

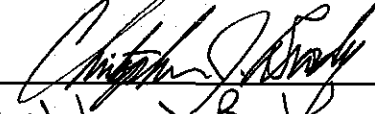
- (A) Scope of Work
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

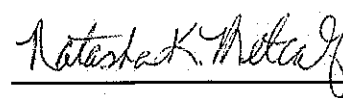
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: 
Printed Name Christopher J. Brady
Title City Manager

Title

CORECIVIC, INC.

By: 
Printed Name Natasha K. Metcalf
Title Vice President, Partnership Development

REVIEWED BY:

By: SBrause

APPROVED AS TO FORM: By:

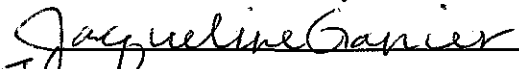

Printed Name Jacqueline Ganier
Title Assistant City Attorney

EXHIBIT A SCOPE OF WORK

The Contractor has agreed to contract for the confinement of the City Inmates at its Florence Correctional Center located at 1100 Bowling Rd, Florence, Arizona (hereinafter referred to as the "Facility") or any other mutually agreed upon location.

1. **DESCRIPTION OF ON-SITE SERVICES.** It shall be the responsibility of the Contractor to confine and supervise adult males and females charged or convicted of a misdemeanor offense committed to or in the custody of the CITY. Contractor shall provide to such Inmates care and treatment, including the furnishing of subsistence and all necessary medical care; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law. Inmates shall not be allowed to smoke at this Facility.
2. **ACCREDITATION.** Contractor agrees to maintain American Correctional Association (ACA) and National Commission on Correctional Health Care (NCHC) accreditation.
3. **RECORDS.** The Contractor shall make available CITY Inmate records for the City to inspect, including medical records, to the CITY via a computer terminal containing same at the CITY Police Department.
4. **RIGHT OF INSPECTION.** The CITY shall have the right to inspect, at any reasonable time, the Facility.
5. **ACCESS TO COURTS.** Contractor shall ensure that Inmates have meaningful access to the courts, consistent with applicable law and American Correctional Association (ACA) Standards.
6. **RETAKEING OF INMATES.** Upon demand, the Contractor will surrender any City Inmate(s) to the designated official(s) of the City.
7. **POLICIES.** City Inmates housed at the Facility shall be subject to the policies and procedures and the rules and regulations of the Contractor.
8. **APPROPRIATIONS.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CITY, this Agreement shall terminate upon sixty (60) days written notice provided by the CITY to the Contractor. The CITY's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
9. **EMERGENCY PLAN.** The Contractor shall develop and implement a written procedure outlining the coordination of law enforcement activities in the case of riot, rebellion, escape, or other situations requiring assistance from City, county or state law enforcement agencies. The plan shall include procedures to notify City as soon as practicable of any emergency incidents or situations requiring assistance from a law enforcement agency involving City inmates. City shall provide Contractor with a contact list, including phone numbers and email addresses, to be used for such notifications.
10. **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall perform its duties hereunder as a contractor and not as an employee of City. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed an agent or employee of the CITY.

Contractor shall have no authorization, express or implied, to bind the CITY to any agreements, liability or understanding except as expressly set forth herein.
11. **INMATE INFORMATION.** Prior to delivery of Inmates to the Facility, separate information packets for each individual inmate shall be provided electronically to Contractor by the CITY.

EXHIBIT A
SCOPE OF WORK

12. **BOOKING AND INITIAL TRANSPORT OF INMATES TO FACILITY.** Prior to the Contractor assuming custody of and transporting an Inmate to Facility, the CITY will book each Inmate into the automated Fingerprint Identification System (AFIS) and other national criminal databases as appropriate. Contractor is responsible transporting the Inmates from the Mesa Police Department to the Facility after the inmate has had his/her first appearance before the local judge.
13. **TRANSFER OF INMATE FUNDS/PERSONAL PROPERTY.** Personal funds due to the transferred Inmates shall be provided by the CITY upon transfer of the Inmate to the Facility, to be credited to the account of the transferred Inmate by the Contractor. The CITY will package and identify the personal property of each Inmate prior to transferring the Inmate to the facility. The CITY will ensure Inmate property is transferred to the Facility on the day the Inmate transfer. Any property sent from the CITY to the Contractor that violates the Contractor's policies and procedures will be returned to the CITY during the transport of inmates to and from the Facility.
14. **TRANSPORTATION.** Contractor shall provide round-trip transports per day to the City Police Department, seven days a week. At the present time, the CITY requires three (3) transport runs Monday through Thursday as follows:
- The first would arrive ~ 0600 with between 10 to 15 inmates scheduled for court. Transport would return empty or with overflow from the following day - see last paragraph).
 - The second would return ~1200 and would take inmates back from court.
 - The third would take new bookings (those arrested and sentenced in afternoon court) back to Contractor.
 - On Friday, Saturday and Sunday, one transportation run would be sufficient as Court is held new arrests/bookings only.
 - From time to time, the City may have a need to request up to five (5) additional transports during the month. Should the need arise, the additional transports will be billed separately based on an hourly guard rate pursuant to Exhibit B paragraph 3.
15. **INMATE WORK.** CITY Inmates may be assigned to on-site programs designed to simulate real world work experience by the Contractor. It is understood and agreed that this provision does not create an employer/employee relationship between City inmates and Contractor subject to the Federal Fair Labor Standards Act.
16. **INMATE PROGRAMS.** The Facility shall make available to CITY Inmates various programs at the Facility appropriate for the length of time in Facility, such as GED, Adult Basic Education, substance abuse and/or behavior modification programs; provided, however that programming may be limited based on the resources available. Such programs must meet or exceed minimum ACA requirements.
17. **DISCIPLINE.** The Contractor shall have disciplinary authority over all City Inmates in its custody provided: (1) the disciplinary action is reasonable and proportionate in relation to the violation; (2) the action taken is impartial and nondiscriminatory; (3) the action is neither arbitrary nor retaliatory; and (4) the discipline is not physically abusive.
- Inmates who have violated the Contractor's rules and regulations will be subject to the same disciplinary rules and regulations as any other inmate housed by the Facility. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws and regulations applicable to the CITY or the State of Arizona.
18. **HUMANE TREATMENT/USE OF FORCE.** Contractor shall provide humane treatment to City Inmates, free from unnecessary and wanton infliction of pain, grossly disproportionate treatment in light of their charges/convictions, deliberate indifference to safety, health and welfare and other

EXHIBIT A
SCOPE OF WORK

cruel and unusual punishment. Contractor may use reasonable force as required and as authorized by Contractor's policies and state and federal law.

19. **FOOD SERVICE.** Contractor shall provide food service in accordance with ACA standards. Inmates shall be provided three meals daily, with no more than fourteen (14) hours between the evening meal and breakfast.
20. **LAUNDRY, CLOTHING, AND HYGIENE ITEMS.** Contractor shall provide City inmates with clothing, laundry service, and hygiene items in accordance with applicable state and federal laws and ACA standards.
21. **DEATH OF AN INMATE.** In the event of the death of an Inmate, the Contractor shall notify the local law enforcement agency and the CITY and shall make arrangements for the disposition of the body, at the City's expense. Contractor shall make arrangements for a fingerprint (right thumb or right index finger) to be taken. The Contractor shall request the Coroner for the local jurisdiction review all deaths and a copy of all related report(s) shall be forwarded to the City.
22. **PHOTOGRAPHING AND PUBLICITY.** Contractor shall not be authorized to release publicity concerning Inmates without the CITY's approval. The Contractor may photograph Inmates for identification purposes only related to official use; however, Inmate photographs may be disseminated to law enforcement officials and to the press in the event of an escape from the Facility by Inmate.
23. **TELEPHONES.** The Contractor shall provide a telephone system for use by the CITY Inmates. The Contractor shall retain all telephone revenues.
24. **VISITATION.** Contractor shall provide physical space, furniture, equipment, including video equipment enabling conferencing for court appearances, attorney conferences, and other visitations, and supervision for inmate visitation in accordance with applicable ACA Standards. Contractor shall only offer non-contact visitation to Inmates at the Facility.
25. **COMMISSARY.** Contractor shall provide a commissary for the Inmates in accordance with ACA Standards. The Contractor shall retain all commissary revenues.
26. **MEDICAL.**
 - (a) The costs of providing routine on-site medical services such as sick call, over-the-counter medications and medical supplies, mental health or dental services, customarily provided to persons sentenced to confinement in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed Inmate day rate as provided by this Agreement.
 - (b) The Contractor is responsible for all off-site medical, mental health and dental services, prescription drugs and associated treatments, including all costs associated with hospitalization of an Inmate. The Contractor will notify the City's designated Contract Monitor(s) in the event an inmate requires extensive and costly medical services. The Contract Monitor(s) and the Contractor will collaborate to determine if the Inmate should be released from the Contractor's care to the City or if the City will reimburse the Contractor for the costly medical services. This will also involve contacting Court personnel to determine method of completing the Inmate's sentence.
 - (c) The Contractor shall provide transportation and security to such off-site medical services listed in paragraph (b). In the event of emergency, Contractor agrees to provide transportation and security. Emergency medical services shall be obtained from the nearest appropriate hospital.

EXHIBIT A
SCOPE OF WORK

- (d) The Contractor shall provide the CITY with a copy of the Contractor's healthcare policy that complies with ACA and National Commission on Correctional Health Care (NCCHC) standards.
27. **RECREATION.** Contractor shall provide opportunities for City inmate recreation that comply with ACA requirements and state and local law.
28. **RELIGIOUS ACTIVITIES AND ITEMS.** Contractor shall comply with ACA standards regarding religious activities and worship, and shall further comply with the Religious Land Use Institutionalized Persons Act.
29. **CONFIDENTIALITY.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Agreement shall be kept confidential by the Contractor unless written permission is granted by the City for its release. If and when Contractor receives a request for information subject to this Agreement, Contractor shall notify City within ten (10) days of such request and not release such information to a third party unless directed to do so by City.

**EXHIBIT B
PRICING**

1. **COST AND REIMBURSEMENT.** The compensation rate shall be fixed for two years. The compensation rate may adjust on the third annual anniversary date of the Contract and each annual anniversary date thereafter by the percentage of any increase in the U.S. Department of Labor Consumer Price Index (CPI) with prior approval from City. Nationwide figures issued for the previous year will be used to determine the CPI increase.

The City shall be billed monthly by the Contractor for the actual number of inmates housed at the per diem rate agreed upon for the "Number of Inmates" based on the average daily population per month. Inmates that are received and released from the Facility in the same day and not captured in the midnight count shall be billed at one-half the per diem rate. Payment shall be made by the City within forty-five (45) days of receipt of the invoice and detailed billing statement.

The parties recognize that rates agreed upon in this contract are based upon current law, applicable policies, American Correctional Association (ACA) standards, regulations and economic conditions in effect as of the date of this Agreement. If changes in law, policy, ACA standards, regulations or economic conditions increase the cost of Contractor's fulfillment of its obligations under the Agreement, the parties agree to review the changes and negotiate a modification of the Agreement in good faith to provide adequate compensation for the additional services.

2. **HOUSING.** The per diem for housing of City Inmates at the Facility shall be as follows:

<u>Average Monthly Number of Inmates</u>	<u>Per Diem Rate</u>
1-200	\$67.96
201-300	\$65.96
301-370	\$63.96
371-440	\$61.96
441+	\$59.96

3. **TRANSPORTATION.** The City's transportation fee is a separate fixed monthly cost of \$35,000.00 per month for the transport runs specified in Exhibit A, Section 14 and is billed as a separate fee pursuant to this Agreement. Any additional transports shall be billed at the then current hourly guard rate. The current rate is \$46.08. Fee shall be based on time spent during transport and number of guards per transport.
4. **UTILITIES.** Contractor shall pay for all utility costs incurred in the performance of this Agreement.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City, provided, however, the City approves of any subcontracts in effect at the beginning of the term of this Agreement. All current subcontracts must be identified to the City prior to start of the Agreement. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- 16. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
 - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- 17. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- 18. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement for any or no reason, in part or in whole, upon sixty (60) calendar days' written notice. Contractor acknowledges that it has no expectation that this Agreement will not be terminated for convenience for any or no reason whatsoever with the sixty (60) day notice.
- 19. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- 20. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

21. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
23. **INDEMNIFICATION/LIABILITY.**
- d. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - e. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - f. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
24. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
25. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
26. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
27. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

28. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or public City without obtaining the prior written consent of the City.
29. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
30. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
31. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
32. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
33. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
34. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
35. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
36. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

37. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

38. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
39. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
40. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
41. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

42. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
43. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
44. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
45. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

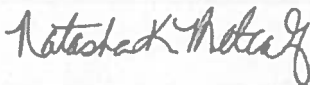
Contract Title: Private Jail Services**Contract Number:** 2012194**MA Number:** 17000381Y3**Amendment Number:** One (1)**Effective Date of Change:** June 1, 2020**Description of Change:**

1. **Section 1. Term of the AGREEMENT** is hereby amended to Extend the term of the Contract. Term of contract not to exceed ten (10) months, beginning on June 1, 2020 and ending on March 31, 2021.
2. **Exhibit B, Pricing of the AGREEMENT** is hereby amended to reflect new per diem housing rates for this contract term. New per diem rates for housing of City Inmates at the Facility shall be as follows:

<u>Average Monthly Number of Inmates</u>	<u>Per Diem Rate</u>
1-200	\$69.52
201-300	\$67.48
301-370	\$65.43
371-440	\$63.39
441+	\$61.34

3. All other terms and conditions of the above-referenced Agreement shall remain unchanged and in full force and effect.

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

CoreCivic:

Signature

Natasha Metcalf, VP, Partnership Contracts Counsel

Printed Name

05/11/2020

Date

City of Mesa:

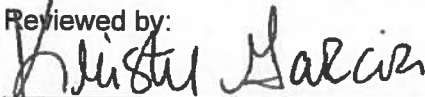
Signature

City Manager Designee

Date

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of
Mesa, Arizona, ou=Business Services,
email=ed.quedens@mesaaz.gov,
c=US
Date: 2020.05.11 10:24:58 -07'00'
Adobe Acrobat version:
2020.006.20042

Reviewed by:



Kristy Garcia, CPPO, CPPB
Procurement Supervisor



CONTRACT AMENDMENT

Contract Title: Private Jail Services

Contract Number: 2012194

MA Number: 17000381Y3

Amendment Number: Two (2)

Effective Date of Change: April 1, 2021

Description of Change:

1. **Section 1. Term of the AGREEMENT** is hereby amended to Extend the term of the Contract through May 31, 2021.
2. All other terms and conditions of the above-referenced Agreement and Amendment 1 shall remain unchanged and in full force and effect.

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

CoreCivic:



Signature

Natasha K. Metcalf

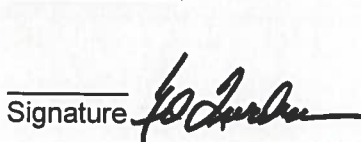
Vice President, Partnership Contracts Counsel

Printed Name

March 25, 2021

Date

City of Mesa:



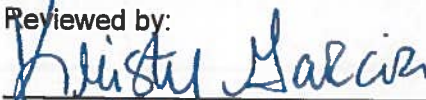
Signature

City Manager Designee

Date

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of
Mesa, Arizona, ou=Business Services,
email=ed.quedens@mesaaz.gov,
c=US
Date: 2021.03.25 08:55:29 -07'00'
Adobe Acrobat version:
2020.013.20074

Reviewed by:



Kristy Garcia, NIGP-CPP, CPPO, CPPB
Procurement Supervisor



CONTRACT AMENDMENT

Contract Title: Private Jail Services

Contract Number: 2012194

MA Number: 17000381Y4

Amendment Number: Three (3)

Effective Date of Change: June 1, 2021

Description of Change:

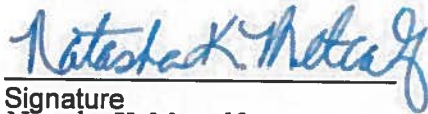
1. **Section 1. Term of the AGREEMENT** is hereby amended to Renew the term of the Contract effective June 1, 2021 through May 31, 2022.
2. **Exhibit B, Pricing of the AGREEMENT** is hereby amended to reflect new per diem housing rates for this contract term. New per diem rates for housing of City Inmates at the Facility shall be as follows:

<u>Average Monthly Number of Inmates</u>	<u>Per Diem Rate</u>
1-200	\$70.91
201-300	\$68.83
301-370	\$66.74
371-440	\$64.66
441+	\$62.57

3. All other terms and conditions of the above-referenced Agreement and Amendment(s) shall remain unchanged and in full force and effect.

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

CoreCivic:



Signature

Natasha K. Metcalf

Vice President, Partnership Contracts Counsel

Printed Name

April 5, 2021

Date

Reviewed by:



Kristy Garcia, NIGP-CPP, CPPO, CPPB
Procurement Supervisor

City of Mesa:

Signature

City Manager Designee

Date

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Cty of
Mesa, Arizona, ou=Business
Services,
email=ed.quedens@mesaaz.gov,
c=US
Date: 2021.04.20 07:11:17 -07'00'
Adobe Acrobat version:
2021.001.20145

EXHIBIT B

SCOPE OF WORK

1. **Transportation.** Section 14 of the Mesa Contract (Exhibit A) Scope of Work is not applicable. All transportation of inmates shall be provided by City.

2. **Medical.**

Substitute the following for Section 26 of the Mesa Contract (Exhibit A) Scope of Work:

- (a) The costs of providing routine on-site medical services such as sick call, medications and medical supplies, mental health or dental services, customarily provided to persons sentenced to confinement in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed Inmate day rate as provided by this Agreement.
- (b) If an inmate requires hospitalization and is not eligible for release, Contractor will be responsible for the first \$4,000 in hospitalization costs and the City will be responsible for all hospitalization costs in excess of \$4,000. For purposes of this paragraph, hospitalization includes admission to and treatment at the hospital for any hospital-based services, including, but not limited to hospital admissions, emergency room visits and observation services.
- (c) If inmate hospitalization is required, the City will be given the opportunity to provide a City police officer or Reserve Officer to guard the inmate. If the City is unable to provide a City police officer or Reserve Officer, then the City will pay Contractor its guard hour rate to guard the inmate. The current guard rate is \$47.06.
- (d) In an effort to decrease medication costs, if an inmate requires medications that were prescribed to the inmate prior to confinement, the inmate will be allowed to bring their medication and the prescription to the Facility and Contractor shall determine whether it is appropriate to issue the inmate the medication while the inmate is in the Facility. For inmates that require high cost medications, Contractor and the City will collaborate to determine if the inmate should be released from the Contractor's care to the City or if the City will reimburse the Contractor for the high cost medications. The City and Contractor will agree in writing upon those medications that qualify as high cost medications within a reasonable time after the execution of this Agreement.

3. **Miscellaneous.**

- (a) City inmates housed at the Facility will not participate in a City work release program.
- (b) Depending on Contractor's determination that space is available at the Facility, Contractor shall confine and supervise at the Facility those City inmates that the City may deliver to Contractor from time to time. Contractor may house City inmates together with other inmates housed at the Facility as appropriate, based upon classification and at the discretion of the Warden.
- (c) No attorney-client phone calls shall be intentionally recorded without the consent of the parties, while in the custody of CoreCivic.