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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 20th day of July, 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Bureau of Corrections (hereinafter referred to as "Government") and CoreCivic of Tennessee, LLC (hereinafter referred to as "Contractor") and with Citrus County Florida, by and through its Board of Commissioners (hereinafter referred to as "County") as owner of the Citrus County Detention Facility in Lecanto, Florida (hereinafter referred to as "Facility").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide off-island housing for Virgin Islands inmates on an ongoing basis, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(4), and performed services under Contract Nos. PC097BOC15 and P001BOCT20; and

WHEREAS, Contract No. P010BOCT21 expired pursuant to its terms on December 15, 2021, and the parties desire to continue their contractual relationship; and

WHEREAS, the Contractor represents that it is willing and capable providing such services; and

WHEREAS, the County is the owner of the Citrus County Detention Facility located in Lecanto, Florida and the Contractor operates the Citrus County Detention Facility; and

WHEREAS, the County approves of this Contract for the Government to house U.S. Virgin Islands inmates at the Citrus County Detention Facility in Lecanto, Florida with services to be provided by the Contractor; and

NOW, THEREFORE, in consideration of the compensation and mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

Contract No. P132BOCT22

Contractor's Initials: TKK



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1. SERVICES

The Contractor shall take custody of and house Virgin Islands inmates at the Citrus County facility, based on the Contractor's determination that space is available, and provide the services described in Addendum I (Scope of Services), attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

The term of this Contract shall be from December 16, 2021, to December 15, 2023. Upon the date of execution of this Contract by the Governor of the U. S. Virgin Islands, this Contract shall become effective for the Term set out herein. The Government in its sole discretion shall have the option to renew this Contract for a period of one year subject to the same terms noted herein, by providing the Contractor with 60 days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed NINE MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$9,855,000.00) during the term of the contract, for an amount not in excess of FOUR MILLION NINE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$4,927,500.00), per annum, in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor, when applicable, will present documented precise records of time and/or money expended under this Contract.



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6. PROFESSIONAL STANDARDS

The Contractor agrees to follow American Correctional Association ("ACA") standards in performing the services described in Addendum I.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government. Notwithstanding the foregoing, the Government will not have any rights to inspect or copy the Contractor's non-public financial records or proprietary information.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including, but not limited to, unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government, whose consent will not be unreasonably withheld. Existing subcontracts or assignments are accepted by the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.



The Government acknowledges that it will defend, at its own cost, any post-conviction actions, including without limitation, appeals and writs of habeas corpus filed by any inmate challenging the underlying judgment or conviction or the administration of the sentence imposed and all actions filed by inmates or others challenging the decision or right of the Government to place U.S. Virgin Islands inmates with Contractor at the Citrus County Detention Facility or any of the facilities listed on Schedule A-1.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and,



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at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims, provided no payment may be withheld until the Government has given the Contractor at least 30 days written notice to cure the failure to perform. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

Should the Government fail to make timely payments (including any grace periods) under the terms of this Contract, the Contractor may issue a 60-day written notices of its intent to discontinue services until payment is received and to return the inmates to the U.S. Virgin Islands at the additional expense of the Government. Should the Government continue to fail to make payment, all other remedies provided for herein may be applied.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on 60 days written notice to the other party specifying the date of termination. Termination shall be effected by delivering to the other party a Notice of Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which the termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 60-day notice.

18. PARTIAL TERMINATION

NOT APPLICABLE.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.



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20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by email, facsimile, certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT
Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, VI 00802
Email: anthony.thomas@dpp.vi.gov
Telephone: 340-774-0828



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Wynnie Testamark
Director
Bureau of Corrections
RR 1, Box 9909
Kingshill, VI 00850
Email: wtestamark@boc.vi.gov
Telephone: 340-773-6309

CONTRACTOR
Cole Carter
General Counsel
CoreCivic of Tennessee, LLC
5501 Virginia Way
Suite 110
Brentwood, TN 37027
Email: Cole.Carter@CoreCivic.com
Telephone: 615-263-3000

COUNTY
Ronald Kitchen, Jr.
Chairman
Citrus County Commissioners
110 North Apopka Avenue
Inverness, FL 34450
Email: Brian.Coleman@CitrusBOCC.com
Telephone: 352-341-6560

22. LICENSURE

The Contractor covenants that it has obtained all of the applicable licenses or permits, temporary or otherwise, as required by federal and state law where the services are being performed, to perform under this Contract.

23. OTHER PROVISIONS

Addenda I and II, and Schedule A-1, attached hereto, are a part of this Contract and are incorporated herein by reference.

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Contract No. P132BOCT22

Contractor's Initials: YK



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24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than five million dollars (\$5,000,000.00) for any one person per occurrence for death or personal injury and five million dollars (\$5,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.



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- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than five million dollars (\$5,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage as required in the jurisdiction where services are provided.
- (d) **MOTOR VEHICLE LIABILITY:** Contractor shall provide coverage to include no-fault coverage with limits of liability not less than two million five hundred thousand dollars per occurrence. Coverage shall also include all non-owned vehicles and hired vehicles.

28. LIMITATION OF CONTRACTOR LIABILITY

(a) Contractor's liability to the Government under or relating to this Contract shall be limited to actual damages and shall in no event exceed Four Million, Nine Hundred Twenty-Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$4,927,500.00), per annum, and in no event shall Contractor be liable to the Government for any indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits or good will) related to this Contract.

(b) The limitation of liability provided for in subsection (a) of this Section shall not apply in the event of gross negligence, reckless conduct, or willful misconduct on the part of the Contractor, its employees, agents or subcontractors, which event of gross negligence, reckless conduct, or willful misconduct shall include, but in no way be limited to or by, the following:

- (1) Transmission of communicable diseases;
- (2) Sexual misconduct;
- (3) Acts performed while under the influence of alcohol, narcotics, hallucinogenic agents or which results from substance abuse; and
- (4) Personal injury caused by or incurred at the discretion of Contractor, its employees, agents or independent contractors, where Contractor, its employees, agents, or independent contractors, knew or should have known that their action, or inaction, would result in such injury.



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29. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

[Signature] **GOVERNMENT OF THE VIRGIN ISLANDS**
Wynnie Testamark Wynnie Testamark, Director 4/26/2022
Bureau of Corrections Date

[Signature] *Anthony D. Thomas* 6/13/2022
Anthony D. Thomas, Commissioner Date
Department of Property and Procurement

[Signature] **CORECIVIC OF TENNESSEE, LLC**
Natasha K. Metcalf 1/24/22
Natasha K. Metcalf Date
Vice President, Partner Contracts Counsel

[Signature] **CITRUS COUNTY, FLORIDA**
Ronald E. Kitchen, Jr. 4/20/2022
Ronald E. Kitchen, Jr. Date
Chairman

APPROVEI

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BOARD OF COL
COMMISSIONE

(Corporate seal, if Contractor is a corporation)

Contract No. P132BOCT22

Contractor's Initials: *[Signature]*



APPROVED:

Date: 7/20/22

Honorable Albert Bryan Jr.
GOVERNOR OF THE U.S. VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

Date 06/13/2022

Kenneth R. Case, Esq., AAG

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and CoreCivic of Tennessee, LLC.

Anthony D. Thomas, Commissioner
Department of Property and Procurement

Contract No. P132BOCT22

Contractor's Initials: