

**AGENDA ITEM # 25**

Consider approving jail operations contract between Corrections Corporation of America and Williamson County for the T. Don Hutto facility in Taylor.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve contract between Corrections Corporation of America and Williamson County for the T. Don Hutto facility in Taylor.

Vote: Motion carried 5 - 0

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**MANAGEMENT SERVICES CONTRACT**

**BETWEEN**

**WILLIAMSON COUNTY, TEXAS**

**AND**

**CORRECTIONS CORPORATION OF AMERICA**

**THIS CONTRACT** made and entered into by and between **WILLIAMSON COUNTY, TEXAS ("THE COUNTY")** a political subdivision of the State of Texas and **CORRECTIONS CORPORATION OF AMERICA ("CONTRACTOR")** a Tennessee Corporation with its principal offices located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement

**WITNESSETH:**

**WHEREAS**, pursuant to Texas Local Government Code Annotated § 351-101, et seq., the County is authorized to enter into this contract with a private vendor;

**WHEREAS**, the County has agreed to enter into certain contractual agreements with governmental entities (hereinafter referred to as "Agreements") with terms and conditions agreeable to the County and Contractor to provide space and services for persons in the custody of those entities;

**WHEREAS**, Contractor has available a secure correctional facility and the capability of providing space and services desired by the County and to meet the requirements of the Agreements;

**WHEREAS**, the County desires bed space and services for a certain number of persons incarcerated by the County;

**WHEREAS**, the County desires Contractor to provide the space and services required by the County and the Agreements;

**WHEREAS**, the County and Contractor are in compliance with the requirements of Texas Local Government Code Annotated § 351-101, et seq.,

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

### **DEFINITIONS**

ACA - means the American Correctional Association.

ACA Standards - means the ACA Standards for Adult Correctional Institutions, Third Edition, March 1991.

Additional Services - means those additional operation and management services required to be furnished by Contractor pursuant to changes in or interpretations of ACA Standards or federal, state, local laws, regulations, ordinances, policies or court orders generally applicable to the management of the Facility from those in effect as of the effective date of this Contract and which cause an increase in the cost of operating and managing the Facility

Contract Monitor - means the Sheriff and/or the Sheriff's designee who will be the official liaison between the County and Contractor on all matters pertaining to the operation and management services of the Facility.

Facility - means the existing multi-custody level correctional facility located in Taylor, Texas.

For Cause - means failure by either party to meet provisions of the Contract when such failure seriously affects the operation of the Facility or failure of Contractor to meet minimum standards of incarceration as specified herein.

Force Majeure - means the failure of performance of any of the terms and conditions of this Contract resulting from acts of God, acts of public enemies, orders of any kind of the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority.

Inmate - means any person housed at the Facility by Williamson County, other than those incarcerated pursuant to an Agreement, and also meaning Williamson County Inmates.

Inmate Day - means each calendar day during which an Inmate is assigned to the Facility for any portion of such day and shall be the basis for billing.

Non-County Inmate - means any Inmate incarcerated at the Facility pursuant to an Agreement.

Service Commencement Date - means the date on which Contractor will begin management services at the Facility pursuant to this Contract, which will be 12:01 AM, January 22, 2000.

Standards - means ACA Standards, applicable federal, state and local laws, applicable court orders and Standards of the Texas Commission on Jails and Texas Local Government Code Annotated § 351-101.

## **SECTION ONE TERM OF THE CONTRACT**

Section 1.1 Term. The term of this Contract will be for a period of three (3) years commencing at 12:01 AM on January 22, 2000 and terminating 12:00 PM January 21, 2003 unless earlier terminated pursuant to Section 8.6 Termination Due to Unavailability of Funds or Section 8.7 Termination. This Contract may be renewed for successive two (2) year terms upon mutual agreement of the parties.

## **SECTION TWO SCOPE OF WORK**

Section 2.1 Purpose. The purpose of this Contract is to establish the terms and conditions under which Contractor will provide services, commencing on the Service Commencement Date, to the County for Inmates incarcerated at the Facility and to meet the requirements of the Agreements

Section 2.2 Williamson County Inmates. Contractor will provide services for up to two hundred (200) Inmates. Upon mutual agreement of the parties, services may be provided for additional Inmates with the per diem as set forth herein. The Inmates will be housed separately from Non-County Inmates

Section 2.2.1 Services. Contractor will provide the following services, in accordance with the Standards, for Williamson County Inmates incarcerated at the Facility:

- (a) Access to Courts,
- (b) Laundry;
- (c) Commissary;
- (d) Mail;
- (e) Religion;
- (f) Supplies, as determined by Contractor to include general hygiene items, office supplies and building support items such as cleaning supplies, mops, buckets, linens, towels, clothing, etc ,
- (g) Grievance Procedure,
- (h) Volunteer Program;

- (i) Visitation Program;
- (j) Food Service;
- (k) Recreation Program;
- (l) Medical, dental (based on routine, preventive care), pharmaceuticals and psychological services that can be provided within the Facility. The County will be responsible for the cost of all other medical care to include, but not limited to hospitalization, specialist services and security during hospitalization. Contractor will provide security during hospitalization, at the rate of a correctional officer's salary pro rated to an average hourly rate, unless the County specifically notifies CCA and assumes responsibility for the provision of security,
- (m) Transportation services at a rate of \$ .50 per mile; and
- (n) Other services as may be required by ACA Standards or the Texas Commission on Jail Standards

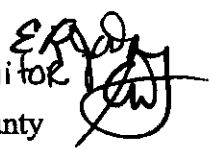
Contractor will invoice the County for medical and transportation costs allowed herein pursuant to the procedures set out in Section 5. Compensation.

Section 2.2.2 Good Time and Sentence Calculations. Contractor will provide specific information to the County for the following:

- (a) Information as to performance and behavior for the award or forfeiture of good time for Williamson County Inmates with the final decision as to award or forfeiture resting with the County; and
- (b) Essential data and information relating to computation for Williamson County Inmates with the final decision with respect to sentence computation resting with the County.

Section 2.3 Non-County Inmates The County, subject to the County Commissioners Court approval, may enter into Agreements with entities for housing and services for inmates incarcerated by said entities. Contractor will provide services that meet the requirements of the Agreements, the terms and conditions of which are hereby incorporated by reference into this Contract and shall govern the further obligations of Contractor as these Non-County Inmates.

Each and every such Agreement shall be reviewed and approved by the Contractor and the Williamson County Contract Monitor, County Attorney and Commissioners' Court. No Agreement shall be entered into or approved without the full, complete and total indemnification by Contractor, for its actions, of Williamson County and its elected officials, department heads and other employees. This indemnification shall include all cost of legal representation and should Williamson County be obligated to perform or pay, any claim because of its execution of any such Agreement, Contractor shall pay such cost.

and Williamson County Contract Monitor 

Prior to receipt of Non-County Inmates, Contractor will review the record of Non-County Inmates, to include the medical record. Only those Non-County Inmates who are classified medium security or lower, who do not have a record of institutional violence or escape or attempted escape from secure custody and who have been screened for tuberculosis will be accepted

### **SECTION THREE OPERATION**

Section 3.1 Safety and Emergency Procedures. Contractor will develop an emergency plan to provide for emergencies such as labor disputes, riots, fire and civil disaster and to include coordination of law enforcement and their assistance in such occurrences. Said Plan will be submitted to the County prior to the Service Commencement Date and thereafter may be modified by the mutual agreement of the Warden and Contract Monitor, such agreement to not be unreasonably withheld

Contractor will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with the Standards

Section 3.2 Accreditation. Contractor will maintain ACA accreditation unless such cannot be maintained due to Contractor complying with specific County requirements or Texas statutory requirements. In that event, Contractor will not be in default of this provision.

Section 3.3 Security and Control Contractor will provide security and control in accordance with the Standards.

Section 3.4 Use of Force. Contractor employees will be allowed to use force in accordance with the Standards.

### **SECTION FOUR EMPLOYEES**

Section 4.1 Independent Contractor. Contractor is associated with the County only for the purposes and to the extent set forth in this Contract. With respect to the performance of the management services set out herein, Contractor is and will be an independent contractor and, subject to the terms of this Contract, will have the sole right to manage, control, operate and direct the performance of the details of its duties under this Contract. The Contractor's agents and employees will not accrue leave, retirement, insurance, bonding, use of County vehicles or any other benefit afforded to the employees of the County as a result of this Contract. Contractor, its agents and employees will not be considered agents or employees of the County.

Section 4.2 Personnel. Contractor will provide personnel, in accordance with the Standards, to deliver twenty-four (24) hour care and supervision to inmates, as well as administrative and support service personnel for the overall operation of the Facility.

Prior to employment with Contractor, applicants will be subjected to a thorough background check, including criminal, medical, psychological and employment history.

Section 4.3 Training-Certification. Contractor will provide an orientation program for all employees and training hours in compliance with the Standards.

Section 4.4 Use of Local Disadvantaged Businesses. Contractor will use its best efforts to utilize local disadvantaged businesses as such are defined in Texas Loc Gov't. Code An. § 351.1035. The County will make available a list and any updates of such businesses.

## SECTION FIVE COMPENSATION AND ADJUSTMENTS

Section 5.1 Compensation. The County will pay Contractor compensation for operation of the Facility as follows:

(a)	Inmates 1 - 100	Inmates 101 - 200
	Year 1: \$37.86	\$48.67
	Year 2: \$39.19	\$50.37
	Year 3: \$40.56	\$52.13

- (b) For Agreements entered into by the County, pursuant to Section 2.3 Non-County Inmates, the County will remit to Contractor all funds received by the County pursuant to the Agreements except a monthly administrative fee of \$2,185.45, said amount to be increased by three percent (3%) each year on the anniversary of the Service Commencement Date. An additional fee of \$1.00 per Inmate Day will be paid for those inmates housed pursuant to the 1990 IGA Agreement between the County and the U.S. Marshals Service and will be added to the monthly administration fee. This additional fee will not be applicable until the effective date of an increase in the current per diem rate of the 1990 IGA. This \$1.00 per Inmate Day fee is not subject to the three percent (3%) annual increase.

Section 5.2 Payment Procedures. Within the first seven (7) days of each month, Contractor will submit a monthly invoice to the County as to the per diem amounts due and any medical and transportation costs due pursuant to Section 2.2.1 Services, subsections (l) and (m). Within twenty-one days of receipt of the County Inmate invoice, the County will pay the invoice. However, for Non-County Inmates, the County will pay the Non-County invoices within seven (7) days of receipt of funds. If the amounts to be paid to Contractor

are disputed, then the County will pay such amounts as are not in dispute and will advise Contractor of the basis for the dispute on or before the date the invoice is payable. If the parties cannot resolve the dispute within thirty (30) days of such advice, either party may initiate resolution pursuant to Section 11.6 Disputes.

The County will be entitled to reasonable documentation from the Contractor in order to justify reimbursement of cost and compensation due the Contractor under this Agreement

Section 5.3 Assessment of Interest. Any amount owed to Contractor more than one (1) day beyond the date such amount is due hereunder will accrue interest each day that such amount is not paid at the lesser of the following rates:

- (a) An annual rate equal to twelve percent (12%) per annum; or
- (b) The rate permitted by applicable general law, provided, however, that this provision will not excuse failure by the County to make payment in strict accordance with this Contract.

Section 5.4 Adjustments to Compensation If there are Additional Services requested by the County, Contractor will be granted a price increase, after providing documentation of such to the County, sufficient to offset the cost of such Additional Services retroactive to the date such costs were first incurred provided the County agrees with the documentation presented by the Contractor. In the event of a dispute as to a price increase, the parties will seek resolution pursuant to Section 11.6 Disputes.

## SECTION SIX INSURANCE

Section 6.1 Insurance. Contractor will provide general liability insurance coverage as may be required by law with minimum limits of Ten Million Dollars (\$10,000,000), including contractual liability endorsement with specific reference to this Agreement (i) for all claims, including claims based on violation of civil rights arising from Contractor's performance of services hereunder; and (ii) to protect the County against actions by a third party for Contractor's performance of services

Section 6.2 Workers' Compensation and Unemployment Insurance Compensation. Contractor will maintain workers' compensation insurance coverage, with minimum limits of Five Hundred Thousand Dollars (\$500,000) for employer's liability and statutory limits for all other exposures.

Section 6.3 Automobile Insurance. Contractor will maintain insurance for vehicles in an amount not less than the One Million Dollars (\$1,000,000) for each occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

Section 6.4 Property Insurance. Contractor will maintain insurance coverage on the Facility.

Section 6.5 Certificate of Insurance and Cancellation. During the performance of the management services hereunder, Contractor will maintain the plan of insurance and submit a Certificate of Insurance to the County for the mutual protection and benefit of it and the County naming the County as additional 'insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from Contractor's operation and management services hereunder, whether same be by Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The County will be notified at least thirty (30) days 'in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to the County at least fifteen (15) days prior to coverage renewal.

## **SECTION SEVEN INDEMNIFICATION**

Section 7.1 Indemnification Contractor will indemnify, defend and hold harmless the County from and against any and all suits, actions, claims (including, without limitation, claims and actions for alleged violations of civil and constitutional rights), demands, expenses, (including legal fees and disbursements), liabilities or judgments, collectively, ("Indemnified Amounts"), arising out of or in connection with acts or omissions on the part of Contractor or its respective officers, agents, subsidiaries, subcontractors or employees 'in connection with the management and operational services provided herein and will pay all costs, disbursements, reasonable attorneys' fees, expenses and liabilities incurred in connection with such Indemnified Amounts. Nothing herein is intended to deprive the County, Contractor or any of their officers, agents, subsidiaries, subcontractors or employees of the benefits of any law limiting exposure to liability or setting a ceiling on damages, or both, or of any law establishing a defense to any claim asserted against any of them.

Contractor will not waive, release or otherwise forfeit any possible defense the County may have regarding claims from, or made in connection with, the operation of the jail by Contractor without the consent of the County. Contractor will preserve all such available defenses and cooperate with the County to make such defenses available to them to the maximum extent allowed by law.

Section 7.2 Post Conviction Actions Confinement by Contractor will not deprive any Inmate of any legal right which he would have if confined in the State. Contractor will not be responsible for defense of any post conviction action, including appeals and writs of



habeas corpus, by any Inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.3 Defense/Immunity. By entering into the Contract, the Contractor does not waive any immunity defense nor does Contractor waive any immunity that may be extended to it by operation of law including limitation of damages.

Section 7.4 Notice of Claims. Within fifteen (15) working days after receipt of a summons in any action by the County, or of any agent, employee or officer thereof, or within fifteen (15) days of receipt by the County or of any agent, employee or officer thereof, of notice of claims, the County or any agent, employee or officer, will notify Contractor in writing of the commencement thereof. The notice requirement is intended to ensure that Contractor's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements can result in Contractor's refusal to indemnify the County, or any agent, employee or officer if such failure to notify results in a prejudice to Contractor, the County, or any agent, employee or officer. Contractor will provide the County similar notice of claims.

Section 7.5 Prior Occurrences. Contractor will not be responsible for any losses or costs resulting from litigation pending at the time this Contract is effective or for lawsuits arising thereafter relating to events or conditions that occurred or existed prior to the effective date of the Contract. Contractor agrees to, cooperate with the County in defense of these suits.

## **SECTION EIGHT DEFAULT AND TERMINATION**

Section 8.1 County Default. Each of the following will constitute an Event of Default on the part of the County

- (a) Non-Payment. Failure by the County to make payments to Contractor under this Contract within thirty (30) days after such payment is due, except for such payments as may be the subject of a valid dispute between the parties and said dispute is being actively negotiated or attempted to be resolved
- (b) Material Breach. Except for the obligation to make payments to Contractor, the persistent or repeated failure or refusal by the County to substantially fulfill any of its obligations under this Contract, unless justified by Force Majeure or by Contractor's default

Section 8.2 Contractor Default. An Event of Default on the part of Contractor will be a Material Breach, defined as the failure of Contractor to comply with any of the terms and conditions of this Contract

**Section 8.3    Notice of Breach.** No breach of this Contract on the part of either party will constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a default or defaults exist(s) which, unless corrected or timely cured, will constitute a material breach of this Contract on the part of the party against which a breach is asserted.

**Section 8.4    Time to Cure.** If any material breach of this Contract by either party is not cured more than thirty (30) days after written notice thereof by the party asserting the breach, such condition will be an Event of Default, provided, however, if, within thirty (30) days after such notice, a substantial good faith effort to cure said breach has been - undertaken by the party against which the breach has been asserted, said breach will not be an Event of Default if it is cured within a reasonable time thereafter.

If the breach cannot be cured within thirty (30) days after notice and such breach can be cured through an on-going effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following notice of the breach, submit a plan for curing the breach within a reasonable period of time, not to exceed six (6) months, unless extended by the non-breaching party. If the plan is approved by the non-breaching party, such approval is not to be unreasonably withheld, the non-breaching party will not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan.

Notwithstanding the above, should any material breach of the contract result in a threat to the health, safety and welfare of the general public, either party may declare the other in default of the agreement and exercise their rights hereunder without the requirements of the Notice and Time to Cure provisions contained herein.

**Section 8.5    Remedy.** Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy, it may have a law or in equity, including but not limited to:

- (a)    reducing its claim to judgment,
- (b)    specific performance;
- (c)    taking action to cure the Event of Default, and
- (d)    termination of this Contract.

**Section 8.6    Termination Due to Unavailability of Funds.** The payment of money by the County as to Williamson County Inmates is contingent upon the availability of funds appropriated to pay the sums pursuant to this Contract. In the event funds for this Contract become unavailable due to non-appropriation, the County will have the right to terminate this Contract without penalty

Section 8.7 Termination. Either party may terminate this Contract by giving written notice ninety (90) days prior to the effective date of termination. It is the intent of the parties that negotiations with respect to an option to renew this Agreement will begin no later than six (6) months prior to the termination date of the third year, and that said negotiations will terminate no later than three (3) months prior to the end of the Contract term, unless such dates are extended by mutual agreement of the parties.

Section 8.8 Force Majeure. The failure of performance of any of the terms and conditions of this Contract resulting from Force Majeure will not be a breach or an Event of Default pursuant hereto.

Section 8.9 Waiver. No waiver of any breach of any of the terms or conditions of this Contract will be held to be a waiver of any other or subsequent breach, nor will any waiver be valid or binding unless the same will be in writing and signed by the party alleged to have granted the waiver.

## **SECTION NINE CONTRACT MONITOR**

Section 9.1 Contract Monitor The Contract Monitor will be responsible for monitoring compliance by Contractor with the terms of the Contract and will have access at all times and all areas of the Facility. The Contract Monitor will have office space at the Facility reasonably necessary to perform the functions required pursuant to this Contract. Contractor will reimburse the County for Contract Monitor services in the amount of \$39,338.17 per year payable in twelve (12) equal payments of \$3,278.18 with said amount to be deducted from Contractor's monthly billing. The amount payable will be increased by three percent (3%) each year on the anniversary of the Service Commencement Date with monthly deductions adjusted accordingly.

## **SECTION TEN RECORDS/REPORTS**

Section 10.1 Inmate Records. Contractor will establish and operate a record and report system that is consistent with applicable Standards. Upon termination of a Williamson County Inmate's confinement, Contractor will forward that Inmate's records to the Contract Monitor. Contractor will retain public information which can identify the former Inmate, copies of any research data which has been depersonalized and copies of reports generated by Contractor.

Section 10.2 Criminal History Records.

- (a) To assist Contractor, the County will provide, to the extent allowed by law and at no cost to Contractor, copies of the NCIC and/or FBI criminal history records for each Williamson County Inmate housed at the Facility
- (b) If requested by Contractor and legally permissible, the County will provide these records for each job applicant whom Contractor considers to hire.

**SECTION ELEVEN  
MISCELLANEOUS PROVISIONS**

Section 11.1 Binding Nature. This Contract will not be binding upon the parties until it is approved and executed by both parties

Section 11.2 Invalidity and Severability. In the event that any provision of this Contract will be held to be invalid, such provision will be null and void, the validity of the remaining provisions of the Contract will not in any way be affected thereby.

Section 11.3 Counterparts. This Contract may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will constitute one Contract, notwithstanding, that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart will be deemed to be a signature too and may be appended to any other counterpart.

Section 11.4 Interpretation. The headings contained in this Contract are for reference purposes only and will not affect the meaning or interpretation of this Contract.

Section 11.5 Terminology and Definitions. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, will include all other genders; the singular will include the plural and the plural will include the singular.

Section 11.6 Disputes. Any issue of dispute between the parties concerning any and all matters related to this Contract will be resolved as follows:

- (a) Step 1: Negotiation in good faith by the parties with said negotiation period not to exceed thirty (30) days from the date notice is given by the party desiring negotiation unless a longer period is mutually agreed to by the parties. If negotiation does not result in a resolution, the parties may proceed to Step 2 set out herein.

- (b) **Step 2: Non-binding Mediation:** The parties will seek mediation by a certified circuit court civil mediator who will be agreed, to by the parties or, if the parties cannot agree to a mediator within thirty (30) days of the decision to seek mediation, said mediator will be chosen by the party seeking mediation. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.
- (c) **Step 3:** The parties may seek resolution of the dispute through any actions available in a court of competent jurisdiction

**Section 11.7 Venue.** The Contract will be interpreted by the laws of the State of Texas and Williamson County will be the venue in the event any action is filed to enforce or interpret provisions of this Contract.

**Section 11.8 Notices.**

**Addresses:** All notices will be sent certified mail, return receipt to:

**County:** County Judge  
Williamson County Courthouse  
710 Main Street, #201  
Georgetown, Texas 78626

**Contractor:** Facility Administrator  
T. Don Hutto Correctional Center  
1001 Welch Street  
Taylor, Texas 76574

and

Vice President/Legal Affairs  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37215

**Section 11.9 Non-Discrimination.** Contractor is an Equal Opportunity Employer. If this Contract is subject to Executive Order 11246, as amended, a copy of the Federal Contract Supplement is made a part hereof. To the extent required by applicable laws and regulations, this Contract also includes and is subject to Executive Order 11738 requiring certification of compliance with environmental regulations and to the affirmative action clauses concerning Disabled Veterans of the Vietnam Era (41 CFR 60-250) and employment of the Handicapped (41 CFR 60-741), and the appropriate clauses are either attached hereto or incorporated herein by reference

Section 11.10 Third Party Rights. The provisions of this Contract are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person.

Section 11.11 Assignment/Facility Ownership. This Contract may be assigned by either party only with the prior written consent of the other party. If CCA is the assigning party, then it will assign this Contract only to an entity with similar and/or like qualification, experience and resources; and the terms and conditions of this Contract may be subject to re-negotiation by either party. In the event there is a change in ownership of the Facility, Contractor will notify the County.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Contract as of the date first above written.

**COUNTY COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS**

BY: John C. Daehler 1-18-00

Jane E. Tobler  
ATTEST:

**SHERIFF OF WILLIAMSON COUNTY, TEXAS**

BY: Ed Richards

Pamela J. Masters  
ATTEST


REVIEWED BY: [Signature]


BY: [Signature]  
COUNTY ATTORNEY

**CORRECTIONS CORPORATION OF AMERICA**

BY:   
J. MICHAEL QUINLAN, PRESIDENT

**REVIEWED BY:**

  
LINDA G. COOPER  
VICE PRESIDENT, LEGAL AFFAIRS

  
TODD MULLENGER  
VICE PRESIDENT, FINANCE  
Contract WilliamsonCounty

**AGENDA ITEM # 26**

Consider approving resolution for WBCO supporting Emergency Grants Shelter Program.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve resolution for WBCO supporting Emergency Grants Shelter Program.

Vote: Motion carried 5 - 0

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**Attachment B**

**CERTIFICATION OF LOCAL GOVERNMENT  
APPROVAL OF ESGP APPLICATION FOR  
PRIVATE NONPROFIT ORGANIZATION\***

I, John C. Doerfler, County Judge  
(Type Name and Title)

duly authorized to act on behalf of Williamson County  
(City or County)

hereby approve the Emergency Shelter Grants Program project application submitted

to the Texas Department of Housing and Community Affairs by

Williamson-Burnet County Opportunities, Inc.  
(Name Of Private Nonprofit Organization)

and certify that the application activities are to be located in the city or county named above

John C. Doerfler  
(Signature)

1-18-00  
(Date)

- \* The State of Texas will distribute ESGP funds to private nonprofit organizations only of the unit of general local government (any city or county) in which the proposed activities are to be located certifies that it approves the subject.