

**AGENDA ITEM 37**

Consider and take appropriate action on short term contract extension between Williamson County and Corrections Corporation of America, for the T. Don Hutto Facility, and hear update on future plans and contracts.

Rick Zinsmeyer, Director of the Williamson County Community Supervisions and Corrections Department Adult Probation Department, addressed the Court.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a short term contract extension, for 90 days, between Williamson County and Corrections Corporation of America, for the T. Don Hutto Facility, with the stipulation that it be approved by the County Attorney.

Vote: **5 – 0**

< Attachment >

**AGREEMENT BETWEEN  
WILLIAMSON COUNTY, TEXAS**

**AND**

**CORRECTIONS CORPORATION OF AMERICA**

This Agreement is hereby entered into between Williamson County, Texas ("County") a political subdivision of the State of Texas and Corrections Corporation of America ("CCA") a Delaware corporation with its principal offices at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

**WHEREAS**, the County is party to Intergovernmental Service Agreement #J-D80-M-092 ("IGA") with the United States Marshals Service to house federal inmates, a copy of which is attached hereto as Exhibit A and incorporated herein by reference;

**WHEREAS**, CCA owns the T. Don Hutto Correctional Center in Taylor, Texas ("Facility") and desires to house federal inmates at the Facility;

**WHEREAS**, the federal government has a need for beds at the Facility; and

**WHEREAS**, CCA has available beds at the Facility;

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

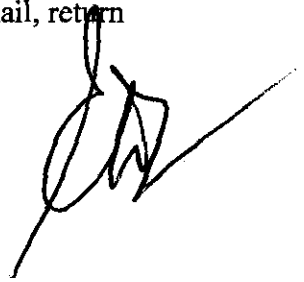
1. CCA shall provide services for federal inmates housed at the Facility in compliance with the terms of the IGA.
2. The County will not amend, terminate or otherwise change the terms of the IGA without advance notice to CCA. CCA is not obligated to house federal inmates at the Facility if space is not available or if the IGA is materially changed to CCA's detriment without CCA's approval or if the acceptance of inmates would be financially impractical for CCA as determined by CCA.
3. CCA shall indemnify, defend and hold harmless the County and its officers and employees from liability and any claims, suits, judgments and damages to the extent such claims, suits, judgments and damages arise as a result of the Contractor's acts and/or omissions in the performance of this Contract. Nothing herein shall be construed to require Contractor to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of the County, its departments, its officers, agents or employees or allegations regarding the County's authority to enter into this Contract. Neither shall anything herein be construed to require Contractor to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs

or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.

4. The County shall pay CCA the per diem fee paid to the County pursuant to the IGA. CCA agrees to submit the necessary documentation for payment to the County as set forth in the IGA. To the extent allowed under the IGA, CCA will be the designated Payee and funds due pursuant to the IGA will be paid directly to CCA.
5. The term of this Agreement shall commence on June 1, 2004 and end on August 31, 2004. This Agreement may be renewed for successive thirty (30) day periods upon mutual agreement of the parties.
6. Either party may terminate this Agreement if a breach of this Agreement by the other party remains uncured for thirty (30) days after the date of written notice of said breach.
7. The failure of performance of any of the terms and conditions of this Agreement resulting from acts of God, war, civil insurrection or riot shall not be a breach.
8. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity.
9. This Agreement shall be interpreted by the laws of the State of Texas and courts within Williamson County shall preside over any legal action filed to enforce or interpret this Agreement.
10. This Agreement shall not be altered, changed or amended except in writing executed by both parties.
11. This Agreement incorporates all the agreements, covenants and understandings between the parties. No prior contract or understandings, verbal or otherwise, of the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement.
12. All notices sent pursuant to this Agreement shall be sent certified mail, return receipt requested to :

County: Judge John Doerfler  
County Judge  
Williamson County Courthouse  
710 Main Street  
Georgetown, Texas 78626

CCA: G.A. Puryear, IV  
General Counsel



Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37215

And

Warden  
T. Don Hutto Correctional Center  
101 Welch Street  
P.O. Box 1063  
Taylor, Texas 76574

13. No waiver of any breach of any of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by an authorized representative of the party alleged to have granted the waiver.

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

BY: John C. Doerfler 5-11-04  
JOHN DOERFLER, COUNTY JUDGE  
[Signature] 5/11/04  
ATTEST

**SHERIFF OF WILLIAMSON COUNTY, TEXAS**

BY: [Signature] 5/14/04  
ATTEST  
REVIEWED BY  
BY: [Signature]  
COUNTY ATTORNEY

**CORRECTIONS CORPORATION OF AMERICA**

BY: [Signature]  
TONY GRANDE, VICE PRESIDENT  
STATE CUSTOMER RELATIONS

**AGENDA ITEM 38**

Consider approving Parking Agreement between Williamson County and San Gabriel River Place Partners LLC for use of parking garage located at Third and Rock Street.

**Commissioner Birkman** addressed the Court, and asked that this item be moved to the agenda of May 25<sup>th</sup>, 2004.

**AGENDA ITEM 39**

Consider approving the Amendment for the Preservation of a Historic Bridge Off the State System (Two-Party).

Greg Bergeron addressed the Court regarding this bridge on County Road 456.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the Amendment for the Preservation of a Historic Bridge Off the State System (Two-Party).

Vote: **5 – 0**

< Attachment >