

**AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
CORRECTIONS CORPORATION OF AMERICA**

THIS AGREEMENT is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas and Corrections Corporation of America ("CCA"), a Maryland corporation with its principal offices located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

WHEREAS, the County is a party to an Intergovernmental Service Agreement ("IGA") with the United States Bureau of Immigration and Customs Enforcement ("ICE") to house federal detainees, commencing (INSERT DATE), which is attached hereto and incorporated herein as Exhibit "A."

WHEREAS, CCA owns the T. Don Hutto Detention Facility in Taylor, Texas ("Facility") and desires to house federal detainees at the Facility;

WHEREAS, the County desires to contract with CCA to house federal detainees at the Facility pursuant to the IGA;

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

1. Federal detainees shall be placed at the Facility as directed by ICE pursuant to the IGA.
2. For every federal detainee accepted into custody at the Facility, CCA shall comply with each of the terms and conditions set forth in the IGA and provide services in strict compliance with the said terms and conditions of the IGA. CCA hereby acknowledges that it has read the IGA, that it understands the terms and conditions set forth therein and that it approves same as to form and substance.
3. The County will not amend, terminate or otherwise change the terms of the IGA without the advance written approval of CCA.
4. CCA is not obligated to house federal detainees at the Facility if space is not available or if the acceptance of detainees would be financially impractical for CCA as determined by CCA.
5. Should CCA desire to seek an increase in per diem from the federal government under the IGA, CCA shall provide all documentation necessary and appropriate to that effort, and the County shall provide all necessary and reasonable cooperation in the pursuit of the increase.
6.
 - A. CCA AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES AND OFFICERS FROM AND AGAINST EVERY PENALTY, LIABILITY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR

RESULTING FROM CCA AND/OR ITS AGENTS, EMPLOYEES, OFFICERS OR REPRESENTATIVES ACTS AND/OR OMISSIONS IN THE PROVISION OF SERVICES AT THE FACILITY UNDER THE TERMS OF THE IGA IN PERFORMANCE OF THIS AGREEMENT. CCA FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE INCLUDING ANY ACCIDENT, INJURY OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT, ARISING OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF CCA OR ITS CONTRACTORS, LICENSEES, AGENTS, SERVANTS OR EMPLOYEES. IN THE EVENT A CLAIM IS BROUGHT AGAINST THE COUNTY FOR WHICH CCA IS RESPONSIBLE PURSUANT TO THIS PROVISION, UPON NOTICE FROM THE COUNTY CCA SHALL DEFEND THE COUNTY AGAINST SUCH CLAIM WITH COUNSEL AT CCA'S EXPENSE SUBJECT TO THE COUNTY'S APPROVAL. SUCH APPROVAL BY THE COUNTY MAY NOT BE UNREASONABLY WITHHELD. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE CCA TO DEFEND OR INDEMNIFY ANY PARTY FOR ANY CLAIMS, LAWSUITS, DAMAGES, EXPENSES, COSTS OR LOSSES ARISING FROM THE ACTS OR OMISSIONS OF THE COUNTY, ITS DEPARTMENTS, OFFICERS, AGENTS, OR EMPLOYEES. NEITHER SHALL ANYTHING HEREIN BE CONSTRUED TO REQUIRE CCA TO DEFEND OR INDEMNIFY ANY PARTY FOR ANY CLAIMS, LAWSUITS, DAMAGES, EXPENSES, COSTS OR LOSSES ARISING FROM ANY HABEAS CORPUS ACTION OR OTHER ACTION CHALLENGING THE VALIDITY OF A CONVICTION OR SENTENCE.

- B. Not more than thirty (30) days after the execution of this Agreement, CCA shall provide the County with an irrevocable letter of credit (the "Letter of Credit") in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) in favor of the County to secure CCA's performance under Section 6.A. of the Agreement. If CCA either defaults or fails to perform under Section 6.A. of the Agreement, then the County may draw against the Letter of Credit at any time thereafter to recover any damages incurred by the County as a direct result of CCA's default or failure to perform under Section 6.A. of the Agreement. It is hereby acknowledged that the amount of the Letter of Credit shall not, in any way, be considered as the maximum amount of CCA's liability under Section 6.A.
- 7. 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 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.
- 8. On a monthly basis, CCA shall pay the County an administrative fee of \$1.00 per day per detainee held at the Facility pursuant to this Agreement and the IGA. In addition to the \$1.00 per day per detainee administrative fee, CCA shall also pay the County Six Thousand Dollars (\$6,000.00) per month. The said additional amount will aid the County in paying the costs and expenses associated with employing a County representative to

serve as a liaison between the County, ICE and CCA related to the services to be performed under the IGA.

9. The term of this Agreement shall commence on February 1, 2010, and shall run concurrent with the term of the IGA unless terminated in writing by either party.
10. Either party hereto may terminate this Agreement for convenience and without further liability upon giving 90 calendar days written notice to the other party. In the event of termination under this paragraph, it is understood and agreed that no penalty will be assessed for such party's termination of this Agreement for convenience.
11. Either party may terminate this Agreement for cause if a breach of the Agreement by the other party remains uncured for sixty (60) days after the date of the written notice of the breach.
12. CCA shall immediately notify the County in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including, group demonstrations, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/residents resulting in injuries requiring offsite medical attention ; resident fights resulting in injuries requiring offsite medical attention; fires resulting in structural damage or that require evacuation of the Facility; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
13. The failure of performance of any of the terms and conditions of the Agreement resulting from acts of God, war, civil insurrection or riot shall not be a breach.
14. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, including but not limited to, detainees held pursuant to the IGA.
15. Each party to the Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
16. The Exhibit referred to in this Agreement is incorporated by reference as if set forth verbatim herein.
17. Each party to this Agreement shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum wage statutes, federal and state licensing laws and regulations. When required, CCA shall furnish the County with documentation of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. All notices sent pursuant to this Agreement shall be sent certified mail, return receipt request to:

County: County Judge
Williamson County
301 S. E. Inner Loop, Ste. 109
Georgetown, TX 78626

with copy to: Williamson County Attorney
405 M.L.K. St., Box #7
Georgetown, Texas 78626

CCA: G.A. Puryear, IV
General Counsel
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

And To: Administrator
T. Don Hutto Detention Facility
101 Welch Street
P.O. Box 1063
Taylor, Texas 76574

19. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing signed by the party charged.
20. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
21. CCA ACKNOWLEDGES AND AGREES THAT UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY THE COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO CCA; THEREFORE, ALL REFERENCES OF ANY KIND TO THE COUNTY INDEMNIFYING, HOLDING OR SAVING HARMLESS ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO CCA, FOR ANY REASON WHATSOEVER ARE HEREBY DEEMED VOID AND DELETED. THE COUNTY SHALL NOT BE LIABLE TO INDEMNIFY CCA FOR DAMAGES ARISING FROM ANY ACT OF ANY THIRD PARTY.

22. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
23. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.
24. No party to this Agreement may assign, sublet, or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
25. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
26. By CCA's execution herein below, CCA certifies that CCA is a Maryland corporation, duly authorized to transact and do business in the State of Texas.
27. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
28. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
29. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
30. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
31. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each

party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

WILLIAMSON COUNTY, TEXAS

By:

Dan A. Gattis, Williamson County Judge

Date

SHERIFF OF WILLIAMSON COUNTY, TEXAS

By:

Sheriff James Wilson

Date

CORRECTIONS CORPORATION OF AMERICA

As a duly authorized representative of CCA, I acknowledge by my signature below that I have read and understand the above paragraphs and that CCA has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

By: Natasha K. Metcalf
Natasha Metcalf
Vice President, Customer Contracts

1/21/10
Date