



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 10

TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 10, executed on the respective dates indicated below, is effective as of April 16, 2011, between the Department of Public Safety, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Director (Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814, and

the City of Eloy (Provider) and Corrections Corporation of America (Provider's Administrator, "PA") ("CONTRACTOR"), a government entity and its administrator, a corporation

(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of Arizona (Provider) & Maryland (PA), whose business address and federal and state taxpayer identification numbers are as follows: 628 North Main Street, Eloy, AZ 85231;

10 Burton Hills Boulevard, FEIN: [redacted] and Nashville, TN 37215; FEIN [redacted] respectively

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract 55331 (PSD ref: PSD 06-ID/MB-54)

(Insert contract number or other identifying information)

dated June 30, 2006, which was amended by Supplemental Contract No(s) 1, 2, 3, 4, 5, 6, 7, 8 and 9, February 5, 2007, June 28, 2007, November 8, 2007, June 12, 2008, October 7, 2008, June 16, 2009, January 18, 2010, June 2, 2010

dated February 28, 2011 (hereafter collectively referred to as "Contract") whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'S change of name.

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

As set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and incorporated herein.

A tax clearance certificate from the State of Hawaii  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

(Signature)

Jodie F. Maesaka-Hirata

(Print Name)

Director

(Print Title)

(Date)

**PROVIDER**

CITY OF ELOY

(Signature)

FRANK C. ACUNA III

(Print Name)

VICE-MAYOR

(Print Title)

(Date)

April 11, 2011

**PROVIDER'S ADMINISTRATOR**

CORRECTIONS CORPORATION OF AMERICA

(Signature)

Anthony Grande

(Print Name)

Executive Vice President, Chief Development Officer

(Print Title)

(Date)

4/4/11

CORPORATE SEAL  
(if available)

APPROVED AS TO FORM:

Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

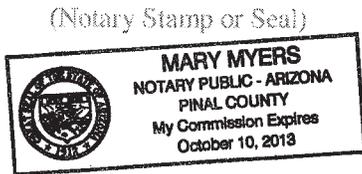
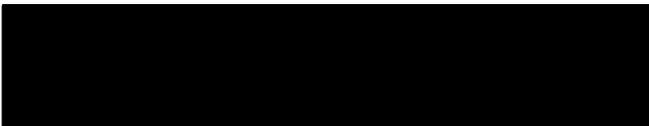


STATE OF HAWAII

PROVIDER'S ACKNOWLEDGMENT

STATE OF Arizona )
) SS.
COUNTY OF Pinal )

On this 11th day of April, 2011 before me appeared
FRANK C. ACUNA III and \_\_\_\_\_, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
Vice Mayor \_\_\_\_\_ and \_\_\_\_\_ of
CITY OF ELOY \_\_\_\_\_, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.



(Signature) Mary Myers
(Print Name)

Notary Public, State of Arizona
My commission expires: 10/10/2013

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Notary Stamp or Seal)

Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTARY CERTIFICATION



STATE OF HAWAII

PROVIDER'S ADMINISTRATOR  
ACKNOWLEDGMENT

STATE OF Tennessee )  
Nashville COUNTY OF Davidson ) SS.

On this 4th day of April, 2011 before me appeared  
Anthony R. Grande and \_\_\_\_\_, to me  
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are  
Executive Vice Pres./Chief Development Officer of  
CORRECTIONS CORPORATION OF AMERICA, the  
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said  
instrument as the free act and deed of the CONTRACTOR.



[Redacted Signature]

(Signature)

Andrea J Wilcoxon

(Print Name)

Notary Public, State of Tennessee

My commission expires: July 03, 2012

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Notary Stamp or Seal)

Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTARY CERTIFICATION



**STATE OF HAWAII**  
**PROVIDER'S**  
**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of CITY OF ELOY, PROVIDER, the undersigned does declare as follows:

1. CONTRACTOR  is  is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

**PROVIDER** [REDACTED]  
 By [REDACTED]  
(Signature)  
 Print Name FRANK C. ACUNA III  
 Print Title VICE-MAYOR  
 Name of PROVIDER CITY OF ELOY

Date April 11, 2013

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CERTIFICATE OF THE SECRETARY  
OF  
CORRECTIONS CORPORATION OF AMERICA**

The undersigned, Steve Groom, the Secretary of Corrections Corporation of America, hereby certifies that he has been duly elected, is qualified and is acting in such capacity and that, as such, he is familiar with the matters herein certified and is duly authorized to certify the same, and further certifies that:

Anthony L. Grande, is a duly appointed, qualified and acting Executive Vice President and Chief Development Officer of the Company, and, in such capacity, is authorized to respond to and enter into, in the name and on behalf of the Company, any and all contracts for the operation and management of correctional and detention facilities by the Company.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of the 31<sup>st</sup> day of March, 2011.

[Redacted Signature]

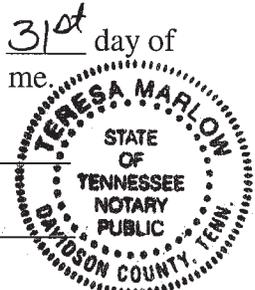
Steve Groom

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 31<sup>st</sup> day of March, 2011, by Steve Groom, who is personally known to me.

[Redacted Signature]  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



My Commission Expires AUG. 23, 2011



STATE OF HAWAII

PROVIDER'S ADMINISTRATOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of CORRECTIONS CORPORATION OF AMERICA, PROVIDER'S ADMINISTRATOR, the undersigned does declare as follows:

- 1. CONTRACTOR is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER'S ADMINISTRATOR

By



(Signature)

Print Name

Anthony Grande

Print Title

Executive Vice President, Chief Development Officer

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERICA

Date

4/4/11

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).



Attachment – S2  
STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

The contract amount is increased for the following periods: April 23, 2011 to June 30, 2011 (Red Rock) and April 17, 2011 to June 30, 2011 (Saguaro) by the following amounts:

**Housing Per Diem** funding is based on the following estimated calculations:

| <u>Estimated</u><br><u>Time of Performance</u> | <u>Facility</u> | <u>Estimated</u><br><u>No of inmates</u> | <u>Per diem</u> | <u>Estimated</u><br><u>No of days</u> | <u>Estimated</u><br><u>Total Cost</u> |
|--|-----------------|--|-----------------|---------------------------------------|---------------------------------------|
| FY 11<br>4/23/11 to 6/30/11                    | Redrock         | 60                                       | \$63.22         | 69                                    | \$261,730.80                          |
| FY 11<br>4/17/11 to 6/30/11                    | Saguaro         | 1800                                     | \$63.22         | 75                                    | \$8,534,700.00                        |
|  |                 | 1860                                     | Total Cost      |                                       | \$8,796,430.80                        |

All other terms and conditions remain unchanged.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

[Redacted signature area]

4-20-11  
\_\_\_\_\_  
(Date)

(Signature)  
Jodie F. Maesaka-Hirata  
\_\_\_\_\_  
(Print Name)  
Director  
\_\_\_\_\_  
(Print Title)

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

**NOTE:** Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Print Title, if designee of the Director of DHRD)

\_\_\_\_\_  
(Date)







## ADDITIONAL REMARKS SCHEDULE

|                                     |           |   |  |
|-------------------------------------|-----------|---|--|
| AGENCY<br>Willis of Tennessee, Inc. |           | NAMED INSURED<br>Corrections Corporation of America<br>10 Burton Hills Blvd.<br>Nashville, TN 37215 |  |
| POLICY NUMBER<br>See First Page     |           | EFFECTIVE DATE: See First Page  |  |
| CARRIER<br>See First Page           | NAIC CODE |   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Workers Compensation - New Jersey  
 Carrier: New Hampshire Insurance Company  
 Policy Number: 061967467  
 Policy Period: 04/01/2011 - 04/01/2012  
 Limits:  
 \$1,000,000 EL Each Accident  
 \$1,000,000 EL Disease - Each Employee  
 \$1,000,000 EL Disease - Policy Limit

The Certificate Holder shall be named as an Additional Insured as required by written contract for General Liability Coverage. Property Locations: Otter Creek Correctional, Hwy 306, Wheelwright, KY 41669; Red Rock Correctional, 1750 East Arica Rd, Eloy AZ 85231; Saguaro Correctional, 1250 East Arica Road, Eloy, AZ 85231.