



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 9

TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 9, executed on the respective dates indicated below, is effective as of February 28, 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, February 5, 2007, June 28, 2007, November 8, 2007, June 12, 2008, October 7, 2008, June 16, 2009, January 18, 2010

dated June 2, 2010 (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) _____
~~Clayton A. Frank~~ Jodie F. Maesaka-Hirata
(Print Name)
~~Director~~ Interim Director
(Print Title)
2/28/11
(Date)

PROVIDER
CITY OF ELOY
(Name) _____
(Signature) _____
FRANK C. ACUNA III
(Print Name)
VICE-MAYOR
(Print Title) *
11-10-10
(Date)

CORPORATE SEAL
(If available)

PROVIDER'S ADMINISTRATOR
CORRECTIONS CORPORATION OF AMERICA

(Signature) _____
Anthony Grande
(Print Name)
Executive Vice President / Chief Development Officer
(Print Title)
11/5/2010
(Date)

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.

**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 27th day of October, 2010.

[Redacted Signature]

Steve Groom

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 27th day of October, 2010, by Steve Groom, who is personally known to me.

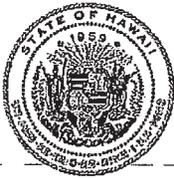
[Redacted Signature]

NOTARY PUBLIC

My commission expires: _____



My Commission Expires AUG. 23, 2011



STATE OF HAWAII

PROVIDER'S ADMINISTRATOR
ACKNOWLEDGMENT

STATE OF Tennessee)
Davidson COUNTY OF Nashville) SS.

On this 5 day of November, 2010 before me appeared
Anthony L. 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 VP, Chief Development Officer and _____ 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)
Darla J. McAllister
(Print Name)

Notary Public, State of Tennessee
My commission expires: 9/3/2012

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

Notary Signature _____ Date _____

NOTARY CERTIFICATION

(Notary Stamp or Seal)



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
 By 
(Signature)
 Print Name FRANK C. ACUNA III
 Print Title VICE-MAYOR
 Name of PROVIDER CITY OF ELOY
 Date 11-10-10

* **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).



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 [Redacted Signature]

(Signature)

Print Name Anthony Grande

Print Title Executive Vice President and Chief Development Officer

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERICA

Date 11/5/2010

*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: October 23, 2010 to April 22, 2011 (Red Rock) and October 16, 2010 to April 16, 2011 (Saguaro) by the following amounts:

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

<u>Estimated</u> <u>Time of Performance</u>	<u>Facility</u>	<u>Estimated</u> <u>No of inmates</u>	<u>Per diem</u>	<u>Estimated</u> <u>No of days</u>	<u>Estimated</u> <u>Total Cost</u>
FY 11 10/23/10 to 4/22/11	Redrock	75	\$63.22	182	\$862,953.00
FY 11 10/16/10 to 4/16/11	Saguaro	1896	\$63.22	183	\$21,935,316.96
		1971	Total Cost		\$22,798,269.96

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]

2/28/11

(Signature)

(Date)

~~Clayton A. Frank~~ Jodie F. Maesaka-Hirata

(Print Name)

~~Director~~ Interim 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)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII

SUPPLEMENTAL SPECIAL CONDITIONS

Corrections Corporation of America shall administer the intergovernmental services that the City of Eloy has contracted to provide to the State of Hawaii, pursuant to the terms of the Hawaii Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2010

Page 1 of 3

PRODUCER 877-945-7378 Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215		INSURERS AFFORDING COVERAGE INSURER A: Steadfast Insurance Company INSURER B: National Union Fire Insurance Company INSURER C: Chartis Specialty Insurance Company INSURER D: Steadfast Insurance Company INSURER E:	NAIC# [REDACTED]

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	[REDACTED]	4/1/2010	4/1/2011	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	[REDACTED]	4/1/2010	4/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
	<input type="checkbox"/> GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
C	<input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY	[REDACTED]	4/1/2010	4/1/2011	EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 25,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
D	<input type="checkbox"/> OTHERHealthcare	[REDACTED]	4/1/2010	4/1/2011	\$5,000,000 Per Medical Incident	
	<input type="checkbox"/> Professional Liability				\$5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Dept. of Public Safety, Planning Programming and Budge Office--Purchasing and Contracts, 919 Ala Moana Blvd., Room 413, Honolulu, HI 96814.

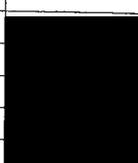
CERTIFICATE HOLDER State of Hawaii Dept. of Public Safety 919 Ala Moana Blvd., Room 413 Honolulu, HI 96814	CANCELLATION [REDACTED]
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CERTIFICATE OF LIABILITY INSURANCE

Page 2 of 3

DATE
03/25/2010

PRODUCER 877-945-7378 Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Steadfast Insurance Company	
	INSURER B: National Union Fire Insurance Company	
	INSURER C: Chartis Specialty Insurance Company	
	INSURER D: Steadfast Insurance Company	
INSURER E:		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

It is agreed that State of Hawaii is included as Additional Insured as respects to General Liability.

It is agreed by that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this General Liability policy.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.