STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 3

TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 3, executed on the respective dates indicated below, is effective as of November 8, 2007, between the Department of Public Safety, State of

(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 Maryland (for the PA), whose business address and federal and state taxpayer identification numbers are as 628 North Main Street, Eloy, AZ 85231; 10 Burton Hills Boulevard, Nashville, TN 37215; FEIN: [redacted] and FEIN [redacted] respectively

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract 55331

(Insert contract number or other identifying information)

dated June 30, 2006, which was amended by Supplemental Contract No(s) 1, and 2 dated February 05, 2007 June 28, 2007 (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- 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.

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 to be submitted to the STATE prior to commencing any performance under this Supplemental

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 below, to be effective as of the date first above written.

STATE

Clayton A. Frank
(Signature)

Clayton A. Frank
(Print Name)

Director
(Print Title)

1/24/08
(Date)

PROVIDER

CITY OF ELOY
(Name of Contractor)

Frank C. Acuna III
(Signature)

FRANK C. ACUNA III
(Print Name)

VICE-MAYOR *
(Print Title)

12-17-07
(Date)

APPROVED AS TO FORM:

Deputy Attorney General

CORPORATE SEAL
(If available)

PROVIDER'S ADMINISTRATOR

CORRECTIONS CORPORATION OF AMERICA
(Name of Contractor)

Anthony L. Grande
(Signature)

Anthony L. Grande
(Print Name)

Senior Vice President, Business Development
(Print Title)

12/12/07
(Date)

* 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, G. A. Puryear IV, 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 Senior Vice President 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 7th day of December, 2007.

G. A. Puryear, IV

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 7th day of December, 2007, by G.A. Puryear, IV, who is personally known to me.

NOTARY PUBLIC
My commission expires:

ALICE HOGAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 3, 2011

STATE OF HAWAII

PROVIDER'S ADMINISTRATOR ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

On this 12th day of Dec., 2007 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 Senior Vice President, Business Development ~~Vice-President State Customer Relations~~ and _____ of CORRECTIONS CORPORATION OF AMERICA, the PROVIDER'S ADMINISTRATOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER'S ADMINISTRATOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER'S ADMINISTRATOR.

ANDREA J. WILCOXEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
(Notary Seal)

My Commission Expires JULY 19, 2008

Andrea J. Wilcoxen
(Signature)

Andrea J. Wilcoxen
(Print Name)

Notary Public, State of Tennessee

My commission expires: July 19, 2008

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. PROVIDER'S ADMINISTRATOR ☐ 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. PROVIDER'S ADMINISTRATOR 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. PROVIDER'S ADMINISTRATOR 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. PROVIDER'S ADMINISTRATOR 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).

PROVIDER'S ADMINISTRATOR 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 L. Grande

Print Title Senior Vice President, Business Development ~~Vice President of State Customer Relations~~

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERCA

12/12/07

Date 12/12/07

* 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 ACKNOWLEDGMENT

STATE OF ARIZONA)
) **SS.**
COUNTY OF PINAL)

On this 17th day of December, 2007 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 PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.

(Notary Seal)

MARY RIDGELL
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Comm. Exp.: October 10, 2009

Mary Myers, Mary Ridgell
(Signature)

Mary Myers, Mary Ridgell
(Print Name)

Notary Public, State of Arizona

My commission expires: 10/10/09

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. PROVIDER ☐ 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. PROVIDER 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. PROVIDER 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. PROVIDER 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).

PROVIDER 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 Frank C. Acuna III
(Signature)

Print Name FRANK C. ACUNA III

Print Title VICE-MAYOR

Name of PROVIDER CITY OF ELOY

Date 12/17/07

* 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

COMPENSATION AND PAYMENT SCHEDULE

COMPENSATION

The contract amount is increased for the following period: November 13, 2007 up to and including February 28, 2008 by the following amounts:

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

Estimated Time of Performance	Facility	Estimated No of inmates	Per diem	Estimated No of days	Estimated Total Cost
FY 08 11/13/07 to 2/28/08	Redrock	60	$ 58.43	108	$378,626.40
FY 08 11/13/07 to 2/28/08	Saguaro	1670	$ 58.43	108	$10,538,434.80
			Total Cost		$10,917,061.20

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).

(Signature) (Date)

Clayton A. Frank
(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) (Date)

(Print Name)

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

STATE OF HAWAII

SUPPLEMENTAL SPECIAL CONDITIONS

The following is added to Exhibit A, page 12, Item 10.c.i) Educational Services:

"Distance-Learning Alternatives. The State may provide distance-learning alternatives via interactive, satellite broadcast classes provided by the Corrections Learning Network (CLN) and/or Transforming Lives Network (TLN), sponsored by the Correctional Educational Association (CEA), allowing Hawaii inmates to participate in additional programming and earn certificates of completion in these programs at no cost to the Provider or the Provider's Administrator."