STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 8

TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 8, executed on the respective dates indicated below, is effective as of June 2, 2010, 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 and 7

February 5	2007
June 28	2007
November 8	2007
June 12	2008
October 7	2008
June 16	2009

dated January 18, 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
(Print Name)

Director
(Print Title)

6/2/10
(Date)

PROVIDER

CITY OF ELOY
(Name of Contractor)

(Signature)

FRANK C. ACUNA III
(Print Name)

VICE-MAYOR *
(Print Title)

4/26/10
(Date)

PROVIDER'S ADMINISTRATOR

CORPORATE SEAL
(If available)

CORRECTIONS CORPORATION OF AMERICA
(Name of Contractor)

(Signature)

ANTHONY L. GRANDE
(Print Name)

Executive VP, Chief Development Officer *
(Print Title)

4/14/10
(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, 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 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 14th day of April, 2010.

G. A. Puryear, IV

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 14th day of April, 2010, by G.A. Puryear, IV, who is personally known to me.

NOTARY PUBLIC
My commission expires:

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

STATE OF HAWAII

PROVIDER'S ACKNOWLEDGMENT

STATE OF Arizona)
) SS.
COUNTY OF Pinal)

On this 26th day of April, 2010 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.

(Notary Stamp or Seal)
CYNTHIA M HANEY
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Comm. Exp.: October 21, 2012

(Signature)

Frank C Acuña III
(Print Name)

Notary Public, State of Arizona
My commission expires: 10-21-2012

Doc. Date: _____ # Pages: _____
Notary Name: _____ _____ Circuit
Doc. Description: _____

(Stamp)
CYNTHIA M HANEY
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Comm. Exp.: October 21, 2012

Cynthia M. Haney 04-26-2010
Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

PROVIDER'S ADMINISTRATOR ACKNOWLEDGMENT

STATE OF Tennessee)
) SS.
Nashville COUNTY OF Davidson)

On this 14th day of April, 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.

(Notary Stamp or Seal)

ANDREA J. WILCOXEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Andrea Wilcoxen
(Signature)

Andrea J. Wilcoxen
(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

By _____ *(Signature)*

Print Name FRANK C. ACUNA III

Print Title VICE-MAYOR

Name of PROVIDER CITY OF ELOY

Date 4/26/10

* 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* ☒ 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 L. Grande

Print Title Executive V.P., Chief Development Officer

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERCA

Date 4/14/18

* 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 15, 2010 up to October 22, 2010 (Red Rock) and April 5, 2010 up to October 15, 2010 (Saguaro) by the following amounts:

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

Time of Performance	Facility	No of inmates	Per diem	No of days	Total Cost
FY 10 04/15/10 to 06/30/10	Redrock	75	$61.68	77	$356,202.00
FY 09 04/05/10 to 06/30/10	Saguaro	1896	$61.68	88	$10,291,184.64
			Total Cost		$10,647,386.64
FY 11 7/1/10 to 10/22/10	Redrock	75	$63.22	114	$540,531.00
FY 11 7/1/10 to 10/15/10	Saguaro	1896	$63.22	107	$12,825,567.84
			Total Cost		$13,366,098.84
			FY 10 + FY 11		$24,013,485.48

All other terms and conditions remain unchanged.

Attachment – S2
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Data extracted on: April 7, 2010 (2:34:19 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0400SA0,CUUS0400SA0
Not Seasonally Adjusted
Area: West urban
Item: All items
Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	171.0	172.0	173.5	173.7	174.0	174.3	175.2	175.9	176.6	177.2	177.2	177.1
2001	178.3	179.3	180.1	180.4	181.3	182.0	182.0	181.9	182.5	182.5	182.3	181.6
2002	182.4	183.2	184.0	185.1	184.8	184.5	184.7	185.3	185.7	185.8	185.8	185.5
2003	186.6	188.1	189.3	188.8	188.5	188.1	188.4	189.2	189.6	189.4	188.5	188.3
2004	189.4	190.8	192.2	192.3	193.4	193.3	192.9	193.0	193.8	195.0	195.1	194.2
2005	194.5	195.7	197.1	198.6	198.8	198.0	198.6	199.6	201.7	202.6	201.4	200.0
2006	201.7	202.7	203.8	205.3	206.9	206.4	206.7	207.5	207.8	207.1	206.3	206.2
2007	207.790	208.995	210.778	212.036	213.063	212.680	212.542	212.406	212.920	213.917	214.904	214.733
2008	215.739	216.339	218.533	219.437	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685
2009	215.923	217.095	**217.357**	217.910	218.567	219.865	219.484	219.884	220.294	220.447	219.728	219.307
2010	219.989	**220.179**										

(220.179 – 217.357) / 217.357 = 0.012983

<u>Rate Effective July 1, 2010 through June 30, 2011</u>

$61.68 + $1.54 ($61.68 x 025) = $63.22

Attachment – S4

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) 6/2/13

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) _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 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	26387-000
INSURER B: National Union Fire Insurance Company	19445-002
INSURER C: Chartis Specialty Insurance Company	26883-005
INSURER D: Steadfast Insurance Company	26387-002
INSURER E:	

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Willis

CERTIFICATE OF LIABILITY INSURANCE

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	26387-000
INSURER B: National Union Fire Insurance Company	19445-002
INSURER C: Chartis Specialty Insurance Company	26883-005
INSURER D: Steadfast Insurance Company	26387-002
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.