

**FIRST AMENDMENT TO  
AMENDED AND RESTATED CONTRACT  
BETWEEN  
HERNANDO COUNTY, FLORIDA  
AND  
JUVENILE AND JAIL FACILITY MANAGEMENT SERVICES, INC.,D/B/A  
CORRECTIONS CORPORATION OF AMERICA**

THIS FIRST AMENDMENT to the Amended and Restated Contract dated April 18, 2006 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 between HERNANDO COUNTY, FLORIDA (“County”) and Juvenile and Jail Facility Management Services, Inc., d/b/a CORRECTIONS CORPORATION OF AMERICA, (“CCA”).

**WITNESSETH:**

**WHEREAS**, the Amended and Restated Contract (“Contract”) provides that the County shall not require CCA to incarcerate more than an average of seven hundred thirty (730) Inmates per day in the Detention Facility, with six hundred fifty-two Permanent Beds (652) and seventy-eight (78) Additional Beds; and

**WHEREAS**, the County and CCA desire to increase the average number of Inmates that CCA can incarcerate in the Detention Facility each month; and

**WHEREAS**, the capacity of the Detention Facility may be expanded by the placement of one hundred and four (104) more Permanent Beds (the “Expanded Capacity Beds”) and forty-two (42) Additional Beds in order to increase the average number of Inmates CCA may incarcerate in the Detention Facility; and

**WHEREAS**, the parties wish to modify the Contract only to the extent specifically set forth below in this First Amendment to said Contract.

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

1. At no expense to the County, CCA will expand the capacity of the Detention Facility by adding one hundred and four (104) Permanent Beds and forty-two (42) Additional Beds.

2. In the **DEFINITIONS** section of the Contract, the definition of “Additional Beds” is revised to read as follows:

**“Additional Beds** Shall mean up to one hundred twenty (120) non-permanent beds, which CCA shall be able to utilize for housing of inmates, provided that use of these beds does not violate any laws, rules, regulations or procedures established herein.”

3. In the **DEFINITIONS** section of the Contract, regarding the term “Permanent Beds,” the first sentence of this paragraph is amended to read as follows:

**“Permanent Beds** Shall mean any of the five hundred ninety six (596) main housing unit regular beds, which include the Expanded Capacity Beds, all medical cell beds, and the one hundred sixty (160) beds located in the Minimum Security Facility and any other additional beds in whatever category that may be authorized now or in the future by the COUNTY or any other authorizing agency.”

4. The first paragraph of Section **5.4, DETENTION FACILITY CAPACITY**, is amended to read as follows:

“The COUNTY shall not require CCA to incarcerate an average of more than eight hundred seventy six (876) Inmates per day in the Detention Facility (seven hundred fifty six (756) Permanent Beds plus one hundred twenty (120)

Additional Beds), calculated on a monthly basis, unless the **COUNTY and CCA** agree on a higher number of Inmates for the Detention Facility, or unless a final Order of a Court of competent jurisdiction requires the incarceration of a higher number of Inmates in the Detention Facility.”

5. Section 5.7 **STAFFING LEVELS:** Delete the last sentence of sub-paragraph a), which reads “At a minimum, CCA shall maintain a ratio of one (1) Correctional Officer per six (6) Inmates.”

6. Sub-paragraphs a) and b) of Section 6.6, **HOUSING OF OTHER INMATES** are amended to read as follows:

“a) **Detention Facility Capacity** The maximum capacity of the Detention Facility shall be eight hundred seventy six (876).

b) **Contracts With Other Agencies** COUNTY agrees to enter into separate contracts and agreements with other governmental agencies for the housing of their inmates in the Detention Facility from time to time, provided that those inmates will only occupy those beds in the Detention Facility not occupied by COUNTY Inmates, and, subject to Subsection 6.6(c).

(i) Except as provided in 6.6 b)(ii) below, for those Inmates housed from other agencies, including Transcor Inmates held in the Detention Facility in excess of twelve (12) hours, CCA and the COUNTY shall divide the proceeds received under said contracts and agreements monthly on a 85% - 15% basis, with CCA retaining eighty five percent (85%) of the amounts received and the COUNTY receiving the remaining fifteen percent (15%).

(ii) CCA and the COUNTY agree to divide the compensation received by CCA for use of the one hundred four (104) Expansion Capacity Beds on a 70% - 30% basis, with CCA retaining seventy percent (70%) of the

amounts received and the COUNTY receiving the remaining thirty percent (30%). Said amounts shall be paid to the COUNTY for all inmates occupying an Expanded Capacity Bed, including both COUNTY and NON-COUNTY inmates.

The parties agree that all terms and conditions specified in the Contract of April 18, 2006 shall remain in effect, unless specifically modified by this First Amendment.

(SEAL)

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA**

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairperson

Approved as to form:

Date: \_\_\_\_\_

\_\_\_\_\_  
County Attorney  
Date: \_\_\_\_\_

**CORRECTIONS CORPORATION  
OF AMERICA**

\_\_\_\_\_  
Damon Hininger  
Vice President Federal and Local Customer  
Relations

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Federal Tax ID: 62-1806755

Date: \_\_\_\_\_