

# POLICE DEPARTMENT COUNTY OF MAUI



ALAN M. ARAKAWA  
MAYOR  
MM/lu  
OUR REFERENCE  
YOUR REFERENCE

55 MAHALANI STREET  
WAILUKU, HAWAII 96793  
(808) 244-6400  
FAX (808) 244-6411

TIVOLI S. FAAUMU  
CHIEF OF POLICE  
  
DEAN M. RICKARD  
DEPUTY CHIEF OF POLICE

April 25, 2018

Mr. Sananda Baz  
Budget Director, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

Honorable Alan M. Arakawa  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

For transmittal to:

Honorable Mike White, Chair  
and Members of the Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

Dear Chair White and Members:

SUBJECT: Office of Youth Services Grant

In accordance with Ordinance No. 4456, Bill 65 (2017) Fiscal Year 2018 Budget, we are hereby transmitting to you a copy of the grant agreement with the Office of Youth Services for the Positive Outreach Intervention (POI) Program for the period of May 1, 2018 to April 30, 2019 in the amount of \$85,263.00.

Thank you for your attention to this matter. If you have any questions, please feel free to contact our accountant, Lesley Ann Uemae, at ext. 6309.

Sincerely,

TIVOLI S. FAAUMU  
Chief of Police

Attachment

RECEIVED  
2018 APR 27 PM 3:14  
OFFICE OF THE  
COUNTY CLERK

APPROVED FOR TRANSMITTAL

Acting Mayor  
Date 4/25/18

COUNTY COMMUNICATION NO. 18-182



STATE OF HAWAI'I  
SUPPLEMENTAL CONTRACT NO. 2  
TO CONTRACT DHS-16-OYS-635

*(Insert contact number or other identifying information)*

This Supplemental Contract No. 2, executed on the respective  
dates indicated below, is effective as of April 30, 20 18 between the  
Department of Human Services, Office of Youth Services  
*(Name of the state department, agency board or commission)*

State of Hawai'i ("STATE"), by its Executive Director  
*(Title of person signing for the STATE)*

whose address is: 1010 Richards Street, Room 314  
Honolulu, Hawaii 96813

and County of Maui, Maui Police Department  
*(Name of PROVIDER)*

("PROVIDER"), a Government Entity  
*(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)*

under the laws of the State of Hawaii whose business street address and taxpayer  
identification numbers are as follows:

Business street address:

55 Mahalani Street

Wailuku, Hawaii 96793

Mailing address if different than business street address:

Federal employer identification number: 99-6000618

Hawai'i general excise tax number: N/A

I certify that this is a complete,  
true, and accurate copy of the  
original on file in our office.

Office of Youth Services

**RECITALS**

A. WHEREAS, the STATE and the PROVIDER entered into a Contract  
DHS-16-OYS-635

*(Insert contract number or other identifying information)*

effective May 1, 20 16, which was amended by Supplemental Contract No(s). 1  
effective April 30, 20 17, which was amended by Supplemental Contract No(s). N/A  
effective \_\_\_\_\_, 20 \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_  
effective \_\_\_\_\_, 20 \_\_\_\_\_ (hereinafter collectively referred to as "Contract) whereby  
the PROVIDER 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 PROVIDER 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 attached hereto and incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the PROVIDER'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 supplemental agreement by their signatures below.

STATE

By Merton Chinen  
*(Signature)*

Print Name Merton Chinen

Print Title Executive Director

Date 4/10/18

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By \_\_\_\_\_  
*(Signature)*

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

CONTRACT NO. DHS-16-OYS-635

CORPORATE SEAL  
(if available)

PROVIDER

By Tivoli S. Faumu  
(Signature)

Print Name TIVOLI S. FAUMU

Print Title CHIEF OF POLICE

Date 2/16/18

APPROVED AS TO FORM:

N/A Certification Attached

\_\_\_\_\_  
Deputy Attorney General

**PROVIDER'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me appeared \_\_\_\_\_  
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 the  
\_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_,  
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)

By \_\_\_\_\_ (Signature)  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Notary Stamp or Seal)

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

NOTARY CERTIFICATION

**THIS FORM IS DELETED AND INOPERATIVE**

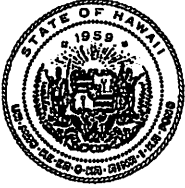


STATE OF HAWAII

**TIME OF PERFORMANCE**

The original Time of Performance is amended as follows:

1. This Supplemental Contract No. 2 extends the Contract period from May 1, 2018 to April 30, 2019, unless this Contract is sooner terminated.
2. The STATE, at its option, may extend this Contract in writing for another 12-month period pending the appropriation and availability of funds for each and every fiscal year and the satisfactory performance of the Required Services as determined by the STATE, or unless this Contract is sooner terminated.



## STATE OF HAWAII COMPENSATION AND PAYMENT SCHEDULE

Item 1 of the original Compensation and Payment Schedule is amended as follows:

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this Supplemental Contract No. 2, the STATE agrees to pay the PROVIDER a sum of money not to exceed **EIGHTY-FIVE THOUSAND TWO HUNDRED SIXTY-THREE AND NO/100 DOLLARS (\$85,263.00)** for the supplemental Contract period, subject to the appropriation and availability of funds for each and every fiscal year. The source of funds shall be specified in the Fiscal and Budget Information, attached hereto as Exhibit C and incorporated by reference.

All other terms and conditions of the original Compensation and Payment Schedule shall remain unchanged and in effect.



CERTIFICATION OF CHAPTER 103F CONTRACT WHEN  
NEW CONTRACT IS SUBSTANTIALLY SIMILAR TO PRIOR CONTRACT

The undersigned agency officer or employee declares:

1. The agency has had during the immediately preceding year a Chapter 103F agreement with the same recipient or provider, the scope of services and other terms and conditions of which are substantially the same as those of the new agreement.
2. I am not currently aware of any reason why the new agreement should not be entered into with the provider or recipient, as the case may be.
3. Unless deleted or modified by the earlier agreement, all of the General Conditions for Health and Human Services Contracts, AG Form 103F (9/06), will apply to the new agreement.
4. No new Special Conditions will apply to the new agreement.
5. The Scope of Services of the new agreement will not conflict with or vary any material term of the proposal received from the recipient or provider for the agreement.
6. The earlier agreement was approved as to form by a deputy attorney general or pre-approved pursuant to the terms set forth in this Interdepartmental Memorandum.

DATED: Honolulu, Hawai'i, 4/10/18

AGENCY: Department of Human Services,  
Office of Youth Services

By: Merton Chinen  
(Certifying Signature)

Merton Chinen  
(Print or Type Name of Certifying Signature)

Its: Executive Director  
(Title of Certifying Signature)

The completion of this certificate in compliance with ATTORNEY GENERAL'S INTERDEPARTMENTAL MEMORANDUM NO. 1999-05 constitutes approval as to the form of the attached contract by the Department of the Attorney General without further review.

**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:

County of Maui, Maui Police Department  
*(Name of PROVIDER)*

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, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

\* 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 may not be awarded unless the agency 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).

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 \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

**THIS FORM IS DELETED AND INOPERATIVE**

**FISCAL AND BUDGET INFORMATION**

**SOURCE OF FUNDS**

		Original Contract	Supplemental No. 1	Supplemental No. 2		Total
Time of Performance	From:	5/1/2016	5/1/2017	5/1/2018		
	To:	4/30/2017	4/30/2018	4/30/2019		
State General Funds				\$85,263		\$85,263
Total State General Funds		\$0	\$0	\$85,263		\$85,263

Federal Funds	CFDA					
DHHS, Social Services Block Grant, Title XX	93.667					\$0
DOJ, OJJDP, Title II Formula Grant	16.540	\$85,263	\$85,263			\$170,526
DOJ, OJJDP, JABG Grant	16.523					\$0
DOJ, OJJDP, JABG Grant*	16.523					\$0
DOJ, OJJDP, Title V Grant	16.548					\$0
Total Federal Funds		\$85,263	\$85,263	\$0		\$170,526
Grand Total		\$85,263	\$85,263	\$85,263		\$255,789