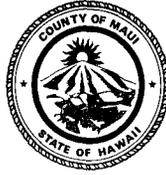


ALAN M. ARAKAWA  
Mayor



LANCE T. HIROMOTO  
Director

DAVID J. UNDERWOOD  
Deputy Director

COUNTY OF MAUI  
**DEPARTMENT OF PERSONNEL SERVICES**

200 S. HIGH STREET • WAILUKU, MAUI, HAWAII 96793-2155  
PHONE (808) 270-7850 • FAX (808) 270-7969

Website: [www.mauicounty.gov/departments/Personnel](http://www.mauicounty.gov/departments/Personnel) • Email: [personnel.services@mauicounty.gov](mailto:personnel.services@mauicounty.gov)

April 13, 2016

Mr. Sananda K. 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

 4/15/16

For Transmittal to:

Honorable Riki Hokama  
Chair, Budget and Finance Committee  
Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

Dear Chair Hokama:

**SUBJECT: FISCAL YEAR ("FY") 2017 BUDGET (PS-4) (BF-1)**

In your letter dated April 11, 2016, you requested that we provide responses to several questions. Please find our answers below.

*"1. Explain how the Bureau Opportunity Benefit Incentive is calculated for employees in the Excluded Managerial Compensation Plan for Bargaining Unit 11 and provide the amount for each authorized position. Further, provide a copy of the document authorizing the compensation, highlighting the appropriate section."*

The Bureau Opportunity Benefit Incentive is currently set at \$350 per month for employees in the Excluded Managerial Compensation Plan for Bargaining Unit 11. This amount is identical to that provided to included BU 11 employees. There are currently four

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COUNTY CLERK  
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Honorable Riki Hokama  
Chair, Budget and Finance Committee  
Page 2  
April 13, 2016

positions receiving this incentive: 2 Assistant Fire Chiefs, 1 Fire Battalion Chief, and 1 Fire Services Officer.

We have provided an excerpt from Executive Order No. 2014-01, which grants Excluded Managerial employees whose work is related to that of employees in Bargaining Unit 11 compensation adjustments and benefit consideration identical to those provided in the BU 11 collective bargaining agreement unless otherwise specified. We have also provided an excerpt from the BU 11 collective bargaining agreement containing the specific provision for this incentive.

(To reduce resource usage, we have only provided excerpts from the executive orders and collective bargaining agreements in this and subsequent answers, as the full documents are quite large. Should you require more detail, the full documents are available in their entirety on our HR Policies Wiki at <http://hr5/DPSWiki/>.)

*“2. Are the Fire Chief and Deputy Fire Chief entitled to and receiving Bureau Opportunity Benefit Incentive compensation? If so, provide a copy of the document authorizing the compensation, highlighting the appropriate section.”*

To our knowledge, neither the Fire Chief nor the Deputy Fire Chief is currently entitled to or receiving this incentive.

*“3. Explain how the Standard of Conduct Differential is calculated for employees in the Excluded Managerial Compensation Plan for Bargaining Unit 12 and provide the amount for each authorized position. Further, provide a copy of the document authorizing the compensation, highlighting the appropriate section.”*

The Standard of Conduct Differential is currently set at a rate of \$3.80 per hour for employees in the Excluded Managerial Compensation Plan for Bargaining Unit 12, and scheduled to rise to \$4.00 per hour on July 1, 2016. This amount is identical to that provided to ranked officers included in BU 12. All employees in the Excluded Managerial Compensation Plan for Bargaining Unit 12 are entitled to receive this differential.

We have provided an excerpt from Executive Order No. 2013-6, which grants Excluded Managerial employees whose work is related to that of employees in Bargaining Unit 12 compensation adjustments and benefit consideration identical to those provided in the BU 12 collective bargaining agreement unless otherwise specified. We have also provided an excerpt from the BU 12 collective bargaining agreement containing the provision for the Standard of Conduct Differential.

Honorable Riki Hokama  
Chair, Budget and Finance Committee  
Page 3  
April 13, 2016

*"4. Are the Police Chief and Deputy Police Chief entitled to and receiving Standard of Conduct Differential compensation? If so, provide a copy of the document authorizing the compensation, highlighting the appropriate section."*

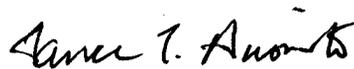
It is our understanding that the Police Chief and Deputy Police Chief are receiving the Standard of Conduct Differential. We have attached correspondence between the Department of Police, Department of Management, and Department of Finance regarding this issue.

*"5. Provide a copy of the union contracts for Bargaining Units 2, 3, and 4, effective July 1, 2015."*

We regret that we are unable to provide these documents. Although Bargaining Units 2, 3, and 4 did reach new agreements for the period of July 1, 2015 through June 30, 2017, the union contracts for that period have not been printed at this time. We would note, however, that the collective bargaining agreements viewable on our wiki have been amended with the changes negotiated for the current period. While the wiki format does not allow easy printing or downloading of the entire document, you can easily refer to individual sections should you have specific questions.

If you have any questions or require additional information, please feel free to contact me at Ext. 7850.

Sincerely,



LANCE T. HIROMOTO  
Director of Personnel Services

DJU  
Attachments

cc w/att: Mayor Alan M. Arakawa  
Sandy Baz, Budget Director

County of Maui

EXECUTIVE ORDER NO. 2014-01

WHEREAS, HRS Chapter 89C authorizes the appropriate authorities of the State and Counties to make adjustments in the compensation, hours, terms and conditions of employment, and other benefits for public officers and employees who are excluded from collective bargaining coverage under HRS Chapter 89;

WHEREAS, HRS Chapter 89C provides that each jurisdiction shall determine the adjustments that are relevant for its excluded civil service employees, based on recommendations from its personnel director;

WHEREAS, HRS Chapter 89C further provides that, to the extent possible, adjustments for excluded civil service employees shall uniformly apply to every excluded employee within homogeneous groups and ensures that such adjustments result in compensation and benefit packages that are at least equal to the compensation and benefit packages provided under collective bargaining unit agreements for counterparts and subordinates within the employer's jurisdiction, provided specific adjustments may be made based on the nature of the work performed or working conditions;

NOW, THEREFORE, I, Alan M. Arakawa, Mayor of the County of Maui, pursuant to the provisions of HRS Chapter 89C, do hereby grant to the County officers and employees in the executive branch, who are in the Excluded Managerial Compensation Plan (EMCP) and whose work is related to that of officers and employees in BU 11, adjustments and benefit considerations identical to those provided in the BU 11 collective bargaining agreement, effective July 1, 2011, except where provisions of the agreement reference union representation or collective bargaining coverage and unless otherwise specified below:

3. The Fire Chief or designee in each jurisdiction has the sole responsibility to assign rank-for-rank recall (Fire Fighter II, Fire Fighter III and Fire Captain for the Counties and Airport Fire Equipment Operator, Airport Fire Lieutenant and Airport Fire Captain for the State), and shall in good faith endeavor to assign such overtime work on a fair and equitable basis giving due consideration to operational requirements. Procedures to implement the Rank-for-Rank Recall program including proper and timely notification of availability and eligibility limitations for this program pursuant to 2. above shall be developed in good-faith consultation between the parties. There shall be no changes in the classifications covered by said policy and procedures.
4. Each jurisdiction shall, in good faith, meet with the Union at least annually monitor the costs, the operational efficiency, the equitable distribution of overtime among the various fire fighter ranks and to assess the viability of modifying, continuing or expanding this program prior to the expiration of the Unit 11 Agreement.

#### **Section 28. BUREAU OPPORTUNITY BENEFIT INCENTIVE.**

Employees occupying 40-hour positions assigned to a Bureau via a regular appointment or temporary assignment for a period of fifteen (15) consecutive calendar days or longer shall qualify for a Bureau Opportunity Benefit Incentive. In addition, other Employees on designated special "40-hour" assignments by approval of the Fire Chief shall qualify for Bureau Opportunity Benefit Incentive. For purposes of this section, Employees performing light or limited duty assignment on a 40-hour basis and Fire Fighter Recruits are not eligible for Bureau Opportunity Benefit Incentive.

Effective July 1, 2005, the amount of the Bureau Opportunity Benefit Incentive is \$350 per month and shall be payable during the pay period following the month in which it was earned. The Bureau Opportunity Benefit Incentive shall be in addition to the Employee's regular salary and paid in the same manner as the Employee's regular salary. It shall also be treated in the same manner as salary in computing adjustments involving less than a full month's pay, but shall not be used for purposes of computing all types of premium pay and differentials and shall not be affected by such premiums and differentials. The Bureau Opportunity Benefit Incentive shall not be considered as part of the Employee's base pay or included in any calculations to determine pay resulting from a promotion, demotion, transfer or other personnel movement. In addition, the Bureau Opportunity Benefit Incentive shall not be part of the Employee's base pay for purposes of computing overtime as specified in Section 21.

Covered Employees shall continue to receive the Bureau Opportunity Benefit Incentive in performance of temporary assignment to higher level positions covered by this section.

The Bureau Opportunity Benefit Incentive shall not be payable during periods of suspension and leaves without pay and shall be deducted on a prorated basis. In addition, it shall not be paid during any period of authorized leaves of absence with pay, including industrial injury leaves, which exceed a continuous period of sixty (60) days.

The Fire Chief shall be responsible for determining the criteria and qualifications necessary for Employee assignment to any of these positions. In consultation with the Union, the Fire Chief shall formulate and implement policies and procedures involving the eligibility of Bureau Opportunity Benefit Incentive.

County of Maui

EXECUTIVE ORDER NO. 2013 - 6

WHEREAS, HRS Chapter 89C authorizes the appropriate authorities of the State and Counties to make adjustments in the compensation, hours, terms and conditions of employment, and other benefits for public officers and employees who are excluded from collective bargaining coverage under HRS Chapter 89;

WHEREAS, HRS Chapter 89C provides that each jurisdiction shall determine the adjustments that are relevant for its excluded civil service employees, based on recommendations from its personnel director;

WHEREAS, HRS Chapter 89C further provides that, to the extent possible, adjustments for excluded civil service employees shall uniformly apply to every excluded employee within homogeneous groups and ensures that such adjustments result in compensation and benefit packages that are at least equal to the compensation and benefit packages provided under collective bargaining unit agreements for counterparts and subordinates within the employer's jurisdiction, provided specific adjustments may be made based on the nature of the work performed or working conditions;

NOW, THEREFORE, I, Alan M. Arakawa, Mayor of the County of Maui, pursuant to the provisions of HRS Chapter 89C, do hereby grant to the County officers and employees in the executive branch, who are in the Excluded Managerial Compensation Plan (EMCP) and whose work is related to that of officers and employees in BU 12, adjustments and benefit considerations identical to those provided in the BU 12 collective bargaining agreement, effective July 1, 2011, except where provisions of the agreement reference union representation or collective bargaining coverage and unless otherwise specified below:

(1/2) hour or less of work and fifty-five cents (\$.55) for more than one-half (1/2) hour of work.

**B. Hazardous Pay**

**1. Positions Granted Hazardous Pay** - Upon recommendation of the police chief, the personnel director, in consultation with the Union, may grant differentials in pay for employees exposed temporarily to unusually hazardous working conditions; provided that the hazard has not already been recognized as a factor in assigning classes to salary ranges. Such pay differentials may not exceed twenty-five percent (25%) of the minimum rate of the salary range and shall terminate six (6) months at a time. The following positions and the amount of hazardous pay shall be granted as follows:

- a. 20% for instructors and trainees engaged in police pursuit and defensive driving course;
- b. 25% for two-wheel solo motorcycle operators;
- c. 20% for three-wheel motorcycle operators;
- d. 25% for aerial observers;
- e. 25% for scuba divers and other underwater divers or personnel required to perform equivalent functions on a regular or occasional basis;
- f. 25% for hostage negotiators;
- g. 20% for operators of All Terrain Vehicles; and
- h. 25% for K-9 Decoys during canine bite training.

**2. Basic Unit of Payment** - The basic unit for computing such payments shall be the hour, provided that:

- a. A fraction of an hour shall be considered an hour;
- b. A full day's pay at hazard rates shall be allowed for four (4) or more hours of hazard work per day; and
- c. This pay is in addition to any other rate that may apply to the job.

**3. Differential Not Contained in Contract** - Recommendations for hazard pay differentials not contained herein shall be submitted on such forms and such manner as the Employer may require.

**4. Grievance Procedure** - Any disagreement on the denial of hazardous pay or the amount of differential shall be subject to Article 32, Grievance Procedure, starting at Step III, the Employer level.

**C. Standard of Conduct Differential** - Police officers are subject to departmental standards of conduct whether on or off duty, 24 hours per day and shall be paid a monthly Standard of Conduct differential (SOCD) due to these unique working conditions. The amount of the SOCD shall be based on the salary range at which employees receive their compensation as follows:

- 1. For eligible employees who are paid at PO 8 salary range and below:

<u>Effective</u>	<u>Per Hour</u>
July 1, 2013	\$2.00
July 1, 2014	\$2.60
July 1, 2015	\$3.60
July 1, 2016	\$3.80

- 2. For eligible employees who are paid at PO 9 salary range and above:

<u>Effective</u>	<u>Per Hour</u>
July 1, 2013	\$2.20
July 1, 2014	\$2.80
July 1, 2015	\$3.80
July 1, 2016	\$4.00

2. Employees on the salary schedule designated as Exhibit G as of June 30, 2016 shall be placed on the corresponding pay range and step of Exhibit H.

3. Employees shall move or remain on Exhibit H or Exhibit I as applicable, as follows:

a. **Catch-up step movements:** All employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in the pertinent compensation adjustment provisions shall move to the next higher step in their salary range on the employee's police service anniversary date.

b. **Service step movements:** All employees who complete the cumulative years of service required for the next higher step in the pay range as provided in the pertinent compensation adjustment provisions shall move to such step on the employee's police service anniversary date provided that employees did not receive a step movement in accordance with G.3.a above.

c. All other employees who are on or beyond their appropriate step based on their cumulative years of service shall remain at their respective step or rate.

d. Employees shall receive no more than one step movement under G.3.a or G.3.b above from July 1, 2016 to June 30, 2017.

**H. Subject to the approval of the respective legislative bodies and effective January 1, 2017:**

1. The salary schedule designated as Exhibit H shall be amended to reflect a three and three tenths percent (3.30%) salary adjustment and such schedule shall be redesignated as Exhibit I.

2. Employees on the salary schedule designated as Exhibit H as of December 31, 2016 shall be placed on the corresponding pay range and step of Exhibit I.

I. The term "service" as it is used in this article relating to step movements shall be defined as provided in Article 54, Compensation Adjustments.

**ARTICLE 31. PAY DIFFERENTIAL**

**A. Night Differential**

1. **Scheduled Work Hours** - Whenever an employee's scheduled straight time hours fall between the hours of 6:00 p.m. and 6:00 a.m., the employee shall be paid, in addition to the employee's basic compensation, the amount of fifty-five cents (\$.55) per hour for each hour of actual work performed during such 6:00 p.m. to 6:00 a.m. hours; provided, however, if one-half (1/2) or more of the employee's scheduled straight-time hours fall between 6:00 p.m. and 6:00 a.m., the employee shall be paid, in addition to the employee's basic compensation, the amount of fifty-five cents (\$.55) per hour for each straight-time hour actually worked.

2. **Overtime Hours** - Whenever an employee's overtime hours fall between the hours of 6:00 p.m. and 6:00 a.m., the employee shall be paid the night differential for each hour of actual overtime work performed during such 6:00 p.m. to 6:00 a.m. hours; provided, however, if an employee is required to work an established shift on an overtime basis and one-half (1/2) or more of the overtime shift hours fall between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential for all hours of such shift worked on an overtime basis. It is further provided that the employee's basic compensation plus the night differential earned will be used in determining the cash payment for overtime work pursuant to the provision on Overtime contained in this Agreement.

3. **Portion of an Hour** - For the purpose of granting night differential for a portion of an hour, the employee will be paid twenty-eight cents (\$.28) for one-half

3. To facilitate the processing and payment of the SOCD the hourly rates are converted to monthly rates, to be paid semi-monthly with employee salaries, according to the following conversion formula: SOCD hourly rate multiplied by 2080 hours (52 weeks x 40 hours) and divided by 12 months equals the monthly rate.

4. The hourly differentials shall be paid for each hour an employee is in paid status (excluding overtime hours), to a maximum of 2080 hours per year.

The SOCD shall be in addition to the employee's regular salary and paid in the same manner as the employee's regular salary. SOCD pay shall be treated in the same manner as salary in computing adjustments involving less than a full month's pay, but shall not be used for purposes of computing all types of premium pay and differentials nor shall it be affected by such premiums and differentials. The differential shall cease during periods of suspension of five (5) or more days on a pro-rated basis. The differential shall not be payable should the Standards of Conduct be modified to exclude off-duty conduct. In the event that the Standards of Conduct are modified to exclude off-duty conduct, then the SOCD shall revert back to a uniform maintenance allowance and a firearms maintenance allowance. The amount of each allowance shall be subject to the negotiations of the parties.

**D. Other Differentials** - The following differentials shall be paid to the respective assignments listed below:

1. **Bomb Technicians** - 10% of employee's monthly base pay for bomb technicians (E.O.D.);

2. **Explosive Canine Handlers** - 5% of employee's monthly base pay for explosive canine handlers assigned to seek out explosives; and

3. **Canine Handlers** - \$132 per month for canine handlers (in addition to any amount paid as explosive canine handlers); provided that the employee shall be entitled to reasonable reimbursements for medical and health costs necessary for the animal in accordance with prior arrangement with the Employer or, at the option of the Employer, such medical and health services shall be provided by the Employer.

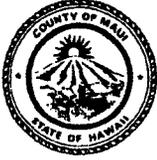
## **ARTICLE 32. GRIEVANCE PROCEDURE**

**A. Statement of Intent** - It is the sincere desire of both parties that employee grievances be settled as fairly and as quickly as possible. Employee grievances which arise out of the alleged violations, misinterpretation or misapplication of this Agreement shall be resolved in accordance with provisions set forth herein.

### **B. Definitions:**

1. **"Grievance"** shall mean a complaint filed by a bargaining unit employee or by the Union individually or on an employee's behalf, alleging a violation, misinterpretation or misapplication of a provision of this Agreement occurring after the effective date of this Agreement.

2. **"Adverse Action Resulting from a Civil Service Employee's Failure to Meet Performance Requirements"** shall mean: discharge or involuntary separation from government service; involuntary demotion; involuntary transfer; or reduction in pay resulting from the reassignment of another pay range or category, due to a substandard performance evaluation. The following actions resulting from a civil service employee's failure to meet performance requirements of the employee's position shall not be subject to the grievance procedure: a notice to improve performance or notice of substandard performance; a performance improvement period; or a return to the employee's former position or comparable position as required by law because of failure to successfully complete a new probationary period.



ALAN M. ARAKAWA  
MAYOR

OUR REFERENCE  
YOUR REFERENCE

# POLICE DEPARTMENT

## COUNTY OF MAUI

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

September 5, 2013



GARY A. YABUTA  
CHIEF OF POLICE

CLAYTON N.Y.W. TOM  
DEPUTY CHIEF OF POLICE

TO: WAYNE FUJITA, ACCOUNTING ADMINISTRATOR  
VIA: DANNY AGSALOG, DIRECTOR OF FINANCE  
FROM: GARY YABUTA, CHIEF OF POLICE  
SUBJECT: COMPENSATION ADJUSTMENTS  
CHIEF OF POLICE AND DEPUTY CHIEF OF POLICE

Effective July 1, 2013, the Chief of Police and the Deputy Chief of Police are entitled to the following compensation adjustments:

### Standard of Conduct Differential (SOCD)

#### Effective July 1, 2013

\$4,576 Annually \$2.20 / Hour x 2,080 Hours Annually

#### Effective July 1, 2014

\$5,824 Annually \$2.80 / Hour x 2,080 Hours Annually

#### Effective July 1, 2015

\$7,904 Annually \$3.80 / Hour x 2,080Hours Annually

#### Effective July 1, 2016

\$8,320 Annually \$4.00 / Hour x 2,080Hours Annually

### Uniform Allowance

#### Effective July 1, 2013 - June 30, 2017

\$300 Annually

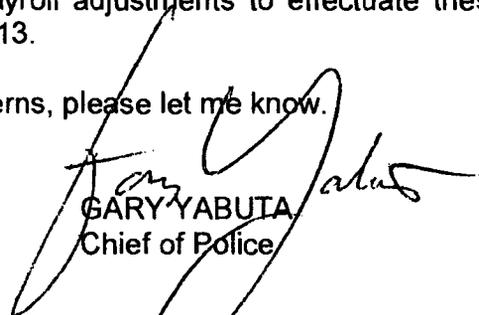
### Firearms Allowance

#### Effective July 1, 2013 - June 30, 2017

\$500 Annually

Please process the necessary payroll adjustments to effectuate these compensation increases effective from July 1, 2013.

If you have any questions or concerns, please let me know.



GARY YABUTA  
Chief of Police

Attachment - Managing Director Approval - August 19, 2013  
cc: Lance Hiromoto, Director of Personnel Services

ALAN M. ARAKAWA  
MAYOR

*Cregt.*  
*Coordinate appropriation*  
*of SOCD and Uniform and*  
*Gun Allowance*  
*for A-1, A-2, beginning 7/1/13.*  
*Chief for Yabuta*  
*8/20/13*



DEPARTMENT OF MANAGEMENT  
COUNTY OF MAUI

KEITH A. REGAN  
MANAGING DIRECTOR

*Chief for Yabuta*  
*8/20/13*  
*CC: A-1*

August 19, 2013

Mr. Gary A. Yabuta  
Chief of Police  
Maui Police Department  
55 Mahalani Street  
Wailuku, HI 96793

MAUI POLICE DEPARTMENT

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Dear Chief Yabuta,

Re: SHOPO-Standard of Conduct Difference and Uniform and Gun Allowance

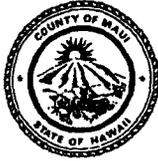
On August 9, 2013 our office received your letter regarding the above referenced topic. **After careful review of your letter and the information provided, Mayor Alan M. Arakawa and myself approve your request to receive the Standard of Conduct Difference and Uniform and Gun Allowance benefits.**

Should you have any questions, please do not hesitate to contact me through Tiffany Iida at 270-7211.

Sincerely,

  
KEITH A. REGAN  
Managing Director

KAR/ti



ALAN M. ARAKAWA  
MAYOR

OUR REFERENCE  
YOUR REFERENCE

**POLICE DEPARTMENT**  
COUNTY OF MAUI

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

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OFFICE OF THE MAYOR



GARY A. YABUTA  
CHIEF OF POLICE

CLAYTON N.Y.W. TOM  
DEPUTY CHIEF OF POLICE

August 7, 2013

Mr. Keith Regan  
Managing Director  
Department of Management  
200 South High Street  
Wailuku, HI 96793

Re: SHOPO-Standard Of Conduct Difference and Uniform and Gun Allowance

Dear Mr. Regan:

Currently, the Chief of Police and the Deputy Chief of Police remain as the only two police officers for the Maui Police Department who do not receive two articles of the Collective Bargaining Agreement: Standard Of Conduct Differential (SOCD) and Uniform and Gun Allowance. The Chief of Police and Deputy Chief of Police of the Kauai Police Department also do not receive SOCD and Uniform and Gun Allowance; however, the Chiefs and Deputy Chiefs of the Honolulu Police Department and Hawaii County Police Department have received and continue to receive these benefits.

Pursuant to an interest arbitration decision involving the Collective Bargaining Agent, Unit 12 (SHOPO), and the Employers of the City and County of Honolulu, Hawaii County, Kauai County and Maui County; each sworn police officer was given an increase in their SOCD and Uniform and Gun Allowance. The current and upcoming SOCD and Uniform and Gun Allowance benefits are listed, as follows:

FISCAL YEAR	SOCD	UNIFORM/GUN
2014	\$4,576 each officer	\$800 each officer
2015	\$5,824 each officer	\$800 each officer
2016	\$7,904 each officer	\$800 each officer
2017	\$8,320 each officer	\$800 each officer

The Chief of Police and the Deputy Chief of Police of the Maui Police Department are responsible for the same Standard of Conduct rules and policy for which their officers are

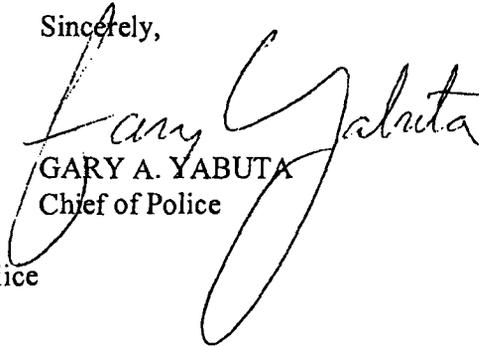
Mr. Keith Regan  
August 7, 2013  
Page 2

responsible for. Also, both the Chief of Police and Deputy Chief of Police are obligated to maintain and upkeep their uniforms and firearms to the same standards of the sworn police officer membership under their command. It is therefore recommended by the Chief of Police of the Maui Police Department that an Executive Order be established to provide equal benefits associated to the SOCD and Uniform and Gun Allowance, beginning FY 2014 (July 1, 2013) and continuing into FY 2017, for the Chief and Deputy Chief.

Your consideration will be greatly appreciated.

If you have any questions or need further clarification, please do not hesitate to contact me.

Sincerely,



GARY A. YABUTA  
Chief of Police

c: Clayton Tom, Deputy Chief of Police