

ALAN M. ARAKAWA
Mayor



KA'ALA BUENCONSEJO
Director

BRIANNE L. SAVAGE
Deputy Director

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DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nakoa Street Unit 2, Wailuku, Hawaii 96793

June 26, 2018

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

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

For Transmittal to:

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

Dear Chair White and Members:

SUBJECT: PLAY AND LEARN SESSIONS (PALS) FOOD SERVICE PROGRAM

In accordance with Ordinance No. 4861, Bill 57 (2018) Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the notice of grant award from the State of Hawaii, Department of Education for the program listed above for the period of March 8, 2018 to July 31, 2018, in the amount of \$200,000.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at ext. 4060.

Sincerely,

KA'ALA BUENCONSEJO
Director of Parks and Recreation

Attachment

c: Ortaeine Acidera, Accountant IV

KB:ha

APPROVED FOR TRANSMITTAL

Mayor Date 6/28/18

OFFICE OF THE
COUNTY CLERK

2018 JUN 29 PM 3:44

RECEIVED

COUNTY COMMUNICATION NO. 18-261

GOVERNMENT AGENCIES AGREEMENT

For the Provision of Meal Service
By the State of Hawaii, Department of Education

This Agreement, entered into and effective upon execution of this Agreement by all parties, is between the Department of Education, State of Hawaii, hereinafter called the "Contractor" and County of Maui-Department of Parks and Recreation-PALS Program located at 700 Halia Nakoa Street, Wailuku, HI 96793 hereinafter called the "Agency." The parties to this Agreement agree that:

WHEREAS, the State of Hawaii, through the Contractor, is the State Department responsible for the administering of the Child Nutrition Programs for the U.S. Department of Agriculture, pursuant to the Child Nutrition Act (Public Law 95-627); and

WHEREAS, the Contractor is responsible to provide at least one-third of the daily nutritional requirements to students of all public schools participating in the Child Nutrition Programs; and

WHEREAS, the Contractor is authorized, by its Superintendent, to contract with the private non-profit organizations or government bodies which are eligible to participate in Child Nutrition Programs and Title III of the Older Americans Act; and

WHEREAS, the Agency desires to engage the Contractor to provide at least one-third the daily nutritional requirements to its participants and will compensate the Contractor for all meals provided in accordance with the schedule listed herein; and

WHEREAS, the Contractor has demonstrated capacity to provide at least one-third the daily nutritional requirements to its participants and is ready and willing to provide the required services; and the Agency will compensate the Contractor for all meals provided in accordance with the schedule listed herein;

NOW, THEREFORE, the parties mutually agree to the terms and special requirements as follows:

A. Scope of Services

The Contractor shall, in a satisfactory and proper manner, and in accordance with the terms and conditions of this Agreement, provide and perform the following services as listed in Attachment A, which is attached hereto and made a part hereof.

B. Special Requirements

The Agency shall, in a satisfactory and proper manner, and in accordance with the terms and conditions of this Agreement, adhere to the following requirements as listed in Attachment B, which is attached hereto and made a part hereof.

C. Term of Agreement

This Agreement shall be in effect for the period from full execution by all parties to July 31, 2018, unless this Agreement is sooner terminated as hereinafter provided.

D. Observation of Laws

The Agency shall at all times herein observe and comply with all federal and state laws, ordinances, rules and regulations now or hereinafter made by any government authority, which laws, ordinances, rules and regulations in any manner apply to or affect the conduct of the work hereunder.

E. Force Majeure

The Contractor shall not be liable to the Agency should the Contractor be unable to provide meals to the Agency due to legal restrictions, labor disputes, strikes, boycotts, fire, acts of God, wars or any other reason including but not limited to mechanical breakdowns, beyond the control of the Contractor.

F. Amendments in Writing

No amendments or other variation of this Agreement shall be valid unless in writing, signed by the duly authorized signatories of the parties hereto.

G. Notices

All notices, requests, demands and other communication hereunder shall be in writing and may be delivered personally to the Contractor or Agency and, in such event, the same shall be deemed given as of the date of delivery. Any such

notice, request, demand or other communication may be mailed, postage prepaid, and addressed as provided in the Agreement Face Sheet in which event, the same shall be deemed delivered 24 hours after mailing.

H. Waiver of Agreement

It is expressly understood and agreed that no waiver granted by either party on account of any violation of any promise, term, or condition of this Agreement shall constitute or be construed in any manner as a waiver of the promise, term, or condition or the right to enforce the same as to any other further violation.

I. Number and Gender

As used herein, words in the singular or plural and related verbs and pronouns shall include and signify both the plural and singular, and use of any gender shall include all genders, according to the context hereof.

J. Remedy for Default

Parties agrees that any remedy of either party herein for default of the other party shall be deemed to be cumulative with other remedies of either party and shall not impair any other right or remedy of either party hereunder.

K. Termination of Agreement

If, for any cause, the Contractor fails to satisfactorily fulfill in a timely manner its obligations under this Agreement or if the Contractor breaches the terms or conditions of the Agreement, and the Contractor upon receipt of written notification by the Agency, fails to correct or cure any such default within ten (10) calendar days, the Agency shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination, ten (10) calendar days before the effective termination date.

Also, if, for any reason or cause, the Agency fails to fulfill its obligations as set forth in this Agreement, and the Agency fails to correct such defaults within ten (10) calendar days from receipt of written notice from the Contractor, the Contractor shall have the right to terminate this Agreement by giving written notice to the Agency of such termination ten (10) calendar days before the effective termination date. The Contractor shall be entitled to payment for all meals provided up to the effective date of termination, in the event of termination of the Agreement by the Contractor and the Agency.

L. Work Hours and Safety Standards Act – Section 103

In complying with this Agreement, the Contractor must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation.

M. Clear Air Act, Clean Water Act, and Environmental Protection Agency Regulations

In complying with this Agreement, the Contractor must comply with Section 306 of the Clean Air Act (42 USC Part 1857 (h)), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

N. Equal Employment Opportunity

In complying with this Agreement, the Contractor must comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

O. Dispute

Upon identifying or discovering a dispute, the Agency or Contractor shall provide written notification to the other party of the dispute by close of business on the next business day.

The Agency and Contractor will make good faith attempts to resolve any disputes within two (2) business days.

The Contractor shall submit to the Superintendent of the Contractor, or her duly appointed representative (hereinafter referred to as "Superintendent") for decision, notice of any dispute arising from this Agreement that is not resolved by the Agency and Contractor within two (2) business days. The Contractor shall submit the notice to the Superintendent by close of business on the third business day after receipt of the original written notification of dispute by either party. A copy of the notice shall be provided to the Agency. Should the Contractor fail to timely submit the notice to the Superintendent, the Agency may submit the notice to the Superintendent by close of business on the sixth (6) business day after receipt of the original notification of dispute by either party.

The Agency and the Contractor shall have ten (10) calendar days from the date of the notice to the Superintendent to provide any and all documentation or information to the Superintendent for consideration. The decision of the Superintendent shall be provided to each party within fifteen (15) calendar days of receipt of the notice of the dispute from the Contractor or the Agency if the Contractor fails to provide the notice.

The decision of the Superintendent shall be final and binding. Pending the decision of the Superintendent, the Agency shall make full payment, including on any disputed invoices. Upon the Superintendent's decision relating to any disputed invoice, any necessary adjustment shall be made to the Agency's account.

P. Execution of Agreement


The Agreement shall be signed by the Agency and returned, together with a Certificate of Authorization attesting that the signatories are authorized to execute binding agreements on behalf of the Agency.

Q. Binding Effect of Agreement

This Agreement shall be binding when it has been fully executed by all the parties thereto. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and shall be in full force and effect upon proper execution by all parties.

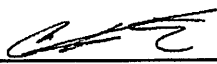
IN WITNESS WHEREOF, the parties have executed the Agreement effective as of the date first above written.

AGENCY


Its Director

3/8/2018
Date

CONTRACTOR
DEPARTMENT OF EDUCATION


Its Superintendent,
Dr. Christina M. Kishimoto

03-28-2018
Date

DOE
SCHOOL FOOD SERVICES
2018 MAR 15 P 3:06

SCOPE OF SERVICES

The Contractor shall:

1. Provide breakfast, lunch meals and/or snacks to the Agency only on days the Department of Education is in operation. Contractor shall provide meal schedule to each Agency site coordinator. Contractor reserves the right to change the meal schedule.
2. Provide breakfast, lunch meals and/or snacks that comply with the nutritional standards mandated by the U.S. Department of Agriculture which administers the Child Nutrition Program.
3. Comply with Federal, State and local laws and maintain proper sanitation and health standards in all aspects of food service.
4. Invoice the Agency monthly for all meals and/or snacks ordered, picked up, and/or delivered in accordance with the following:

\$5.75	per student or adult lunch meal
\$2.40	per student or adult breakfast meal
\$1.00	per student or adult snack
	per meal and/or snack is added for delivery by the Contractor. Delivery will be provided to the Agency site at the sole discretion of the Contractor and only when appropriate resources are available to Contractor. Provision of delivery service will only be considered by the Contractor for 50 or more meals and/or snacks per site per day.
\$0.50	
\$0.60	per ½ pint milk
5. Provide and plan for, on a daily basis, the number of meals and/or snacks ordered by the Agency for each site.
6. Not be required to deviate from the central menus to accommodate any changes in the Agency's operation and shall not be required to deviate from normal serving procedures to accommodate Agency's operations.
7. Have the flexibility to alter menus or deviate from the central menus to adjust for market conditions.
8. Prepare and containerize (in bulk) the meals and/or snacks for pick-up by the Agency and/or delivery to its sites.
9. Reserve the right to select the preparation site, or to move or consolidate the preparation sites. The Contractor shall notify the Agency at least 10 operating days prior to any move or consolidation.
10. Proper recordkeeping relating to the food services provided shall be maintained. Such recordkeeping shall include daily number of meals ordered, food production records, and monthly certificates, which are used for billing purposes. These records shall be made available for inspection within two working days upon request by the Agency.

SPECIAL REQUIREMENTS

The Agency shall:

1. Obtain written approval from the Superintendent of Education or designee to allow the Agency to receive meal service.
2. Within ten (10) working days after final execution of the Agreement, the Agency shall submit to the Contractor an application for meal service (Attachment C) for each site. Such submission shall apply for the period of the contract with allowable changes as described below.
3. Notify the Contractor in writing of any changes in the number of meals and/or snacks required per site. Ten working days written notice shall be given in advance of any changes in number of meals and/or snacks required per site or if no meals and/or snacks are required. In the event no meals and/or snacks are required by the Agency, such period shall not exceed two consecutive working days unless mutually agreeable.

When the number of meals and/or snacks to be adjusted is plus or minus five (5) or less, the Agency need only orally notify the Contractor by 8:30 am, the day of meal service. When the number of meals and/or snacks to be adjusted is plus or minus six (6) or more, the Agency shall inform the Contractor in writing 10 working days in advance.

4. Transport daily meals and/or snacks to their listed project sites (unless otherwise agreed to by Contractor). If the Contractor's serving containers are utilized, containers must be rinsed out and returned by the next working day. If containers are not returned, services will be suspended.
5. Not request the Contractor to deviate from the central menus provided by the Contractor.
6. Make payment to the Contractor as follows:
 - a. The Agency shall pay the Contractor for meals and/or snacks received for that month. Payments should equal the total of the monthly billing received from the Contractor.
 - b. Upon receipt of the billing, the Agency shall remit payment to the Contractor within thirty (30) calendar days.
 - c. In the event of a dispute on the billing, see provision O of the Agreement for the dispute resolution process.
 - d. Checks should be payable to: Department of Education
 - e. Remittances shall be mailed to:

School Food Services Branch
Attn: Payments
1106 Koko Head Avenue
Honolulu, HI 96816

(5) Hale Makua Health Services	212,000
Project: Hale Makua Kahului Fire Alarm System Upgrade	
(i) Rehabilitation of the Hale Makua Health Services Kahului facility to include upgrade of the fire alarm system.	
(6) Hale Makua Health Services	47,000
Project: Hale Makua Wailuku Fire Alarm System Upgrade	
(i) Rehabilitation of the Hale Makua Health Services Wailuku facility to include replacement of the existing fire alarm system.	
(7) Hale Makua Health Services	36,535
Project: Hale Makua Health Wailuku Rehabilitation	
(i) Rehabilitation of the Hale Makua Health Services Wailuku facility to include installation of new flooring, cabinets, and a grease trap in the facility's kitchen.	
(8) CDBG Program Administration	380,134
(i) Provided, that disbursement for salaries and premium pay is not restricted by Section 5.	
7. Department of Parks and Recreation	
a. Play and Learn Sessions (PALS) Food Service Program	200,000
b. Recreation Programs	50,000
8. Department of Planning	
a. Certified Local Government (CLG) Program	25,000
b. Coastal Zone Management Program	414,005
(1) Provided, that disbursement for salaries and premium pay is limited to 4.0 LTA equivalent personnel.	
9. Department of Police	
a. Bulletproof Vest Partnership (BVP) Program	15,000
b. Department of Health (DOH) Grants	416,262
(1) Provided, that disbursement for salaries and premium pay is limited to 5.0 LTA equivalent personnel.	
c. Department of Transportation Highway Safety Grants	1,008,000
d. Domestic Cannabis Eradication/Suppression Program - Drug Enforcement Agency (DEA)	51,000
e. Edward Byrne Memorial Justice Assistance Grants	96,000

APPENDIX A

I. GRANTS AND RESTRICTED USE REVENUES- SCHEDULE OF GRANTS AND RESTRICTED USE REVENUES BY DEPARTMENTS AND PROGRAMS FOR FISCAL YEAR 2019

<u>REQUEST DEPARTMENT/PROGRAM</u>	<u>APPROPRIATION</u>
1. Emergency Management Agency	
a. Emergency Management Performance Grant (EMPG)	100,000
b. State Homeland Security Grant (SHSG) Program	500,000
2. Department of Environmental Management	
a. Electronics Program	400,000
b. Glass Recovery Program	120,000
c. Recycling Program - Landfill Diversion	300,000
d. State of Hawaii, Department of Health – 604b Grant Program	104,000
3. Department of Finance	
a. Commercial Driver's License (CDL) Program	625,342
(1) Provided, that disbursement for salaries and premium pay is limited to 6.0 Limited Term Appointment (LTA) equivalent personnel.	
b. Periodic Motor Vehicle Inspection Program	538,819
(1) Provided, that disbursement for salaries and premium pay is limited to 5.0 LTA equivalent personnel.	
c. State Disability and Communications Board (DCAB) Program	11,170
(1) Provided, that disbursement for salaries and premium pay is limited to 0.3 LTA equivalent personnel.	
d. State Identification (SID) Program	236,502
(1) Provided, that disbursement for salaries and premium pay is limited to 2.0 LTA equivalent personnel.	
e. State Motor Vehicle Registration Program	360,470
(1) Provided, that disbursement for salaries and premium pay is limited to 4.0 LTA equivalent personnel.	
4. Department of Fire and Public Safety	