

AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF KAUAI, a political subdivision of the State of Hawaii, through its Office of the Prosecuting Attorney, whose place of business is 3990 Kaana Street, Suite 210, Lihue, HI 96766, hereinafter called "COUNTY", and M & P LEGAL SUPPORT SERVICES, LLC whose mailing address is 3178 Kūhi'ō Hwy. #B-2, Lihue, Hawaii, 96766, hereinafter called "CONTRACTOR."

BACKGROUND

WHEREAS, COUNTY, through the County of Kaua'i Council Members approved the submission of application, and the receipt and expense of federal funds, to include funds for use of Process Subpoena Services, C 2007-289, for the FY 2007 Edward Byrne Memorial Justice Grant Program.

WHEREAS, COUNTY executed contract number, 2007-DJ-BX-0890, the FY 2007 Edward J. Byrne Memorial Justice Assistance Grant Program with the Department of Justice, Office of Justice Programs Bureau of Justice Assistance.

A. SCOPE OF SERVICES

CONTRACTOR shall provide process serving services of subpoenas to witnesses of cases involving crimes of domestic violence complete as specified.

B. COMPENSATION

For services performed, the total amount paid to CONTRACTOR shall not exceed the sum of FORTY SIX THOUSAND SIX HUNDRED FORTY and NO/100 DOLLARS (\$46,640.00). CONTRACTOR will bill the COUNTY on a monthly basis for reimbursement for the services provided in the amounts listed and in accordance with the costs identified in the Fiscal and Budget Information (Attachment A) and made a part hereof.

C. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, save, and hold harmless the COUNTY, its officers, agents, and employees from and against any and all claims, fines, suits, actions, damages, costs, losses, or liabilities of every nature or kind arising either directly or indirectly out of the acts, errors, or omissions of the CONTRACTOR or its officers, employees, agents, contractors, and subcontractors in the performance of this agreement. CONTRACTOR shall defend the COUNTY against any such action or claim that does not involve an act or omission solely of the COUNTY, its officers, agents or employees.

D. CONTRACTOR'S QUALIFICATIONS

The CONTRACTOR:

1. Shall provide the amount of personnel necessary to provide service.
2. Shall provide personnel that are at least eighteen (18) years of age.
3. Shall provide personnel that have at least one (1) year process serving experience.
4. Shall provide personnel that have not been previously convicted of a criminal offense.
5. Shall notify Office of the Prosecuting Attorney in writing within ten (10) working days of any changes in personnel used to provide process of subpoena services.
6. Shall provide all transportation necessary for operation.
7. Will be responsible for all taxes, licenses and all other related and implied expenses.

E. TERM OF CONTRACT

The term shall commence from the execution of a contract through September 30, 2008 unless otherwise mutually agreed upon by the parties hereto. Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month basis or terms, for an additional period or periods not exceed a total of twenty-four (24) months. Any extension to the contract is subject to the availability of funds, and will be at the same contract unit prices and under the same terms and conditions as specified herein. Any extension shall be accomplished

by issuance of a letter by the County and acceptance of the extension shall be by appropriate endorsement of said letter by the Contractor.

F. INSURANCE REQUIREMENTS

1. During the life of the contract and for such additional time as may be required, CONTRACTOR will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage(s) at not less than the prescribed minimum limits of liability, and with the financial's Best's Rating of A-VII or better, covering the CONTRACTORS activities.
2. Prior to issuance of the notice to proceed for the proposed contract, the CONTRACTOR shall, provide to the County of Kauai a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage(s) required herein is in effect and specifying that the liability coverage(s) is written on an occurrence form and that the coverage(s) will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to COUNTY. All coverage(s) required of the CONTRACTOR will be primary over and non-contributory with any insurance or self-insurance program carried by the COUNTY. The COUNTY reserves the right to require complete certified copies of all insurance policies, including endorsements, effecting the coverage required at any time.

Failure to secure and maintain the required insurance shall be considered as a major breach of contract. Should the COUNTY be forced to expend funds which would have been covered under the specified insurance, CONTRACTOR agrees to reimburse COUNTY for such funds.

3. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage(s) of Insurance Service Office (ISO) policies, forms and endorsements.

4. Insurance Policies:

a. Commercial General Liability: The CONTRACTOR will maintain commercial general liability insurance covering all operations by or on behalf of CONTRACTOR on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal and advertisers injury.

Such insurance will have these minimum limits and coverage(s):

\$500,000 per occurrence, \$1,000,000 general aggregates on a “per location” basis, \$1,000,000 products and completed operations aggregate, Severability of interest, and additional insured endorsement.

b. Business Automobile Liability: The CONTRACTOR agrees to maintain Business Automobile Liability insurance written on occurrence form for all owned, non-owned, and hired automobiles. If the CONTRACTOR does not own automobiles, CONTRACTOR shall agree to maintain coverage for hired and non-owned auto liability insurance, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability policy. Coverage shall be for automobile contractual liability, uninsured and underinsured motorist coverage, basic no-fault and personal injury protection as required by Hawai‘i law with the following limits:

1. Bodily Injury: \$1,000,000 per occurrence/\$1,000,000 per accident

2. Property Damage: \$1,000,000 per accident

- c. Workers' Compensation and Employers Liability: CONTRACTOR agrees to maintain Workers' Compensation and Employer's Liability insurance in accordance with the State of Hawai'i Revised Statute Chapter 386. The minimum limits of liability to be maintained are as follows:
1. Coverage A: Workers' Compensation – Statutory
 2. Coverage B: Employer's Liability - \$1,000,000 Bodily Injury from each accident injury, \$1,000,000 bodily injury from Disease, \$1,000,000 Aggregate Bodily Injury from Disease. Self-Insurance is permitted subject to submission of a copy of the appropriate governmental authorization and qualification by the CONTRACTOR.
- d. Waiver of Subrogation. CONTRACTOR shall agree by entering into a contract or agreement with the COUNTY to a waiver of subrogation for each required herein. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- e. Additional Insured: Contractor agrees to endorse the COUNTY, its elected and appointed officials, officers, employees, and volunteers, as additional insured, to the Commercial General Liability and Business Automobile Liability Insurance.
- f. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the COUNTY and remain the responsibility of the CONTRACTOR. At the option of the County, either; the insured shall reduce or eliminate such deductibles or self-insured retentions as

respects the COUNTY, its elected and appointed officials, officers, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee (audited financial statement) satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- g. Right to Refuse or Reject: County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work or specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

G. SCOPE OF WORK

Occasionally on Fridays, approximately two weeks before a trial date (i.e. the date a witness is required to appear in court), the COUNTY will fax the CONTRACTOR a Request for Service of subpoena(s) to be processed by Thursday of the next week.

By Thursday of the following week, the CONTRACTOR shall have;

1. Picked up the following documents from the OFFICE OF THE PROSECUTING ATTORNEY, 3990 Ka'ana Street, Suite 210, Līhu'e, HI;
 - One (1) original subpoena and one (1) copy of the subpoena. Examples of Subpoenas are attached as "Attachment A, B, C, D, and E" for reference.

- One (1) Fact Sheet to provide the CONTRACTOR additional information the OFFICE OF THE PROSECUTING ATTORNEY may have that could assist the contractor in serving the subpoena. A blank Fact Sheet is attached as “Attachment F” for reference.
- One (1) service Attempt Form. A blank Service Attempt Form is attached as “Attachment G” for reference.

2. Served or made at minimum one attempt to serve the witness;

- For the subpoena to be considered served, the CONTRACTOR shall have physically served the copy of the subpoena to the witness listed on the subpoena and completed the RETURN OF SERVICE section on the original subpoena with the following information;

SERVICE WAS MADE AT: DATE, TIME AND PLACE

COMMENTS:

DATE:

TYPE OR PRINT NAME OF SERVER:

SIGNATURE:

- If a physical attempt to serve a subpoena was made but did not result in the service of the subpoena, a Service Attempt Form shall be completed by the CONTRACTOR.
- The following documents shall be hand delivered to the Office of Prosecuting Attorney, 3990 Ka’ana Street, Suite 210, Līhu‘e, HI by 2:30 PM, HST by the next Thursday following the Friday the Request for Service was faxed to the CONTRACTOR;

- a) If the Subpoena was served, the original subpoena with the return of service section completed and the fact sheet.
- b) If the Subpoena was not served, the original subpoena, copy of the subpoena, fact sheet, and a completed Service Attempt Form.

H. **INVOICING**

The CONTRACTOR shall submit invoice(s) to the Office of the Prosecuting Attorney, 3990 Ka'ana Street, Suite 210, Līhu'e, HI, ATTN: Grant Coordinator, at the end of each month.

Invoice(s) shall include, but not be limited to the following information:

1. Contract Number
2. Case Number
3. Name of person served
4. Any other pertinent data affecting subpoena

H. **SPECIAL TERMS and CONDITIONS**


1. The CONTRACTOR may only invoice the County of Kaua'i, OFFICE of the PROSECUTING ATTORNEY for subpoenas which were served. No cost will be provided when a service attempt did not result in the subpoena being served.

I. **TERMINATION OF AGREEMENT**

If, for any cause, the CONTRACTOR fails to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement or if the CONTRACTOR breaches any of the promises, terms or conditions under this Agreement or if the CONTRACTOR breaches any of the promises, terms or condition of this Agreement and, having been given reasonable notice of an opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by the COUNTY, COUNTY may terminate this Agreement by giving written notice to the CONTRACTOR of such termination. The COUNTY may terminate this Agreement


IN WITNESS WHEREOF, the parties hereto have set their hands of this
27th day of May, 2008.

M & P LEGAL SUPPORT SERVICES, LLC

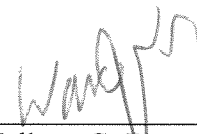


Melvin Rapozo
Member

COUNTY OF KAUAI





Craig A. De Costa
Prosecuting Attorney



Wallace G. Rezentes, Jr.
Director of Finance

APPROVED AS TO FORM AND
LEGALITY:



County Attorney 

Rezentes

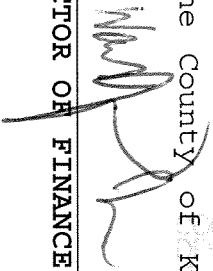
ORIGINAL CERTIFICATION CON NO: 7767

I hereby certify that on the date of the filing of this contract or agreement in the Department of Finance, there will be available **FEDERAL OR STATE GRANTS:**

250-0401-513-30-00	OTHER SERVICES	\$44,000.00
	PROJECT NO. A08001	
251-0401-513.30-00	OTHER SERVICES	\$2,640.00
	PROJECT NO: A08101	

sufficient to cover the obligation of the county of Kauai under this contract.

March 7, 2008


DIRECTOR OF FINANCE

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 27th day of MAY, 2008, before me appeared MELVIN RAPOZO, to me personally known, who, being by me duly sworn, did say that he is a Member of M & P Legal Support Services, LLC, and that such instrument was signed on behalf of such limited liability company by authority of its Member, MEL RAPOZO who acknowledged such instrument to be the free act and deed of such limited liability company.

Dorothy M. Dutra

Print Name: DOROTHY M. DUTRA
Notary Public, State of Hawaii
My commission expires: 04-04-2011

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 30th day of May, 2008, before me appeared WALLACE G. REZENTES, JR., to me personally known, who, being by me duly sworn did say that he is the Director of Finance of the COUNTY OF KAUAI, a political subdivision of the State of Hawaii; that the seal affixed to the foregoing instrument is the seal of said COUNTY OF KAUAI, and that said instrument was signed and sealed on behalf of said COUNTY OF KAUAI by authority of its Charter; and said WALLY REZENTES, JR. acknowledged said instrument to be the free act and deed of said COUNTY OF KAUAI.

Donna M. Gabriel

Donna M. Gabriel
Notary Public, State of Hawaii
My commission expires: 7/28/10

CS

"Attachment A"

FISCAL & BUDGET INFORMATION

ITEM NO.	DESCRIPTION OF SERVICE	EST. QTY.	UNIT COST	TOTAL PRICE
1	Subpoena service in Zone I, North Shore (Ha'ena to Valley stream center to Pa'a Bridge in Moloa'a)	176	\$ <u>65.00</u>	11,440.00
2.	Subpoena service in Zone 2, Kapa'a (Valley stream center to Pa'a Bridge in Moloa'a to center of Wailua River Bridge)	176	\$ <u>45.00</u>	7,920.00
3.	Subpoena service in Zone 3, Lihu'e (Center of Wailua River Bridge to center of Halfway Bridge)	176	\$ <u>35.00</u>	6,160.00
4.	Subpoena service in Zone 4, South Shore (Center of Halfway Bridge to and including Ele'ele Town)	176	\$ <u>55.00</u>	9,680.00
5.	Subpoena service in Zone 5, West Side (Hanapepe Town to and including Pacific Missile Range Facility)	176	\$ <u>65.00</u>	11,440.00
			TOTAL SUM BID, Item no. 1 thru 5 inclusive	\$ <u>46,640.00</u>

"Attachment B"

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL CIRCUIT

_____ DIVISION
STATE OF HAWAII

STATE OF HAWAII)
vs.) Complaint/Citation No. _____
) KPD No./OBTS _____
) Case No. _____ of _____
) Violation Section _____
Defendant) Offense _____

SUBPOENA

STATE OF HAWAII:

TO

YOU ARE COMMANDED to appear in and before the District Court of the Fifth Judicial Circuit, _____
Hawaii on _____
at _____ o'clock _____ M., to testify on behalf of the STATE OF HAWAII in the above-entitled action.
Disobedience of this subpoena may be punished as CONTEMPT by this Court.

TO THE SHERIFF of the State of Hawaii or his Deputy, or any Police Officer in the State of Hawaii:

YOU ARE COMMANDED to subpoena the above-named and make due return of this subpoena.

Dated: Lihue, Hawaii, _____

[Handwritten signature and circular court seal]

RETURN OF SERVICE

I served the within subpoena by delivering a copy of the within-named _____
_____, 20____, at _____ M.
at _____
Address/Location of Service

Serving Officer

"Attachment C"

STATE OF HAWAII FAMILY COURT FIFTH CIRCUIT	SUBPOENA PROOF OF SERVICE	CASE NUMBER FC-J NO.					
IN THE INTEREST OF							
THE STATE OF HAWAII TO:							
<p> YOU ARE COMMANDED to appear in the Family Court of this circuit at the date, time and place indicated below to testify on behalf of: </p> <hr/> <p> <input type="checkbox"/> You are further ordered to bring with you the items listed in the comments section on the right. </p>		COMMENTS:					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:35%; padding: 2px;">DATE</td> <td style="width:65%; padding: 2px;">TIME</td> </tr> <tr> <td colspan="2" style="padding: 2px;">PLACE</td> </tr> <tr> <td colspan="2" style="padding: 2px;">REPORT TO:</td> </tr> </table>			DATE	TIME	PLACE		REPORT TO:
DATE	TIME						
PLACE							
REPORT TO:							
DATE	CLERK OF THE COURT 						
PROOF OF SERVICE							
SERVICE WAS MADE:	DATE	TIME					
		PLACE					
DATE	SIGNATURE OF SERVING OFFICER						

"Attachment D"

STATE OF HAWAI'I CIRCUIT COURT OF THE FIFTH CIRCUIT	SUBPOENA NOTICE TO APPEAR IN COURT <input type="checkbox"/> SUBPOENA DUCES TECUM	CASE NUMBER CR- _____	
STATE OF HAWAI'I VS (DEFENDANT)		ATTORNEY (NAME and ADDRESS)	
THE STATE OF HAWAI'I TO: ANY OFFICER AUTHORIZED BY LAW TO SERVE SUBPOENAS IN THE STATE OF HAWAI'I YOU ARE COMMANDED to subpoena the individual named below.		COMMENTS:	
NAME AND ADDRESS OF WITNESS		ATTACH CONTINUATION PAGE IF NEEDED	
WITNESS, YOU ARE COMMANDED to appear at the time and place indicated to testify as a witness on behalf of the <input type="checkbox"/> STATE OF HAWAI'I <input type="checkbox"/> DEFENDANT <input type="checkbox"/> You are further ordered to bring with you the items listed in the comments section.			
DATE	TIME		
LOCATION/ROOM FIFTH JUDICIAL CIRCUIT 3970 Kā'ana Street Līhu'e, Hawai'i 96766-1282	JUDGE		
DISOBEDIENCE of this subpoena may be punished as contempt by this court.			
DATE ISSUED	CLERK <i>Marionne A. Rydz</i>		
RETURN OF SERVICE			
SERVICE WAS MADE AT:	DATE	TIME	PLACE
Comments: <input type="checkbox"/> I served the above named person. <input type="checkbox"/> I served this subpoena on another individual. (explain)			
DATE	TYPE OR PRINT NAME OF SERVER	SIGNATURE	

DISTRIBUTION: ORIG. AND COPY -- SERVING OFFICER PROS. FILE

SUBPOENA NOTICE TO APPEAR IN COURT

"Attachment E"

STATE OF HAWAI'I FAMILY COURT OF THE FIFTH CIRCUIT	SUBPOENA NOTICE TO APPEAR IN COURT <input type="checkbox"/> SUBPOENA DUCES TECUM	CASE NUMBER FC- _____
STATE OF HAWAI'I VS (DEFENDANT)	ATTORNEY (NAME and ADDRESS)	
THE STATE OF HAWAI'I TO: ANY OFFICER AUTHORIZED BY LAW TO SERVE SUBPOENAS IN THE STATE OF HAWAI'I YOU ARE COMMANDED to subpoena the individual named below.		COMMENTS:
NAME AND ADDRESS OF WITNESS _____ _____		ATTACH CONTINUATION PAGE IF NEEDED
WITNESS, YOU ARE COMMANDED to appear at the time and place indicated to testify as a witness on behalf of the <input type="checkbox"/> STATE OF HAWAI'I <input type="checkbox"/> DEFENDANT <input type="checkbox"/> You are further ordered to bring with you the items listed in the comments section.		
DATE LOCATION/ROOM	TIME JUDGE	FIFTH JUDICIAL CIRCUIT 3970 Kā'ana Street Līhu'e, Hawai'i 96766-1282
DISOBEDIENCE of this subpoena may be punished as contempt by this court.		
DATE ISSUED	CLERK 	
RETURN OF SERVICE		
SERVICE WAS MADE AT:	DATE	TIME
Comments:	PLACE <input type="checkbox"/> I served the above named person. <input type="checkbox"/> I served this subpoena on another individual. (explain)	
DATE	TYPE OR PRINT NAME OF SERVER	SIGNATURE

DISTRIBUTION: ORIG. AND COPY - SERVING OFFICER PROS. FILE
 FORM NO. 000103 5C-E-004 (01/06)

SUBPOENA NOTICE TO APPEAR IN COURT

"Attachment F"

STATE OF HAWAI'I CIRCUIT COURT OF THE FIFTH CIRCUIT	GRAND JURY SUBPOENA	JANUARY _____ TERM
IN THE MATTER OF THE PROCEEDINGS OF THE GRAND JURY OF THIS COURT FOR THE JANURAY _____ TERM	COMMENTS: ATTACH CONTINUATION PAGE IF NEEDED	
THE STATE OF HAWAI'I TO: ANY OFFICER AUTHORIZED BY LAW TO SERVE SUBPOENAS IN THE STATE OF HAWAI'I YOU ARE COMMANDED to subpoena the individual named below to appear before the Grand Jury of this court.		
NAME AND ADDRESS OF WITNESS <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
WITNESS, YOU ARE COMMANDED to appear at the time and place indicated to testify as a witness on the part of the STATE OF HAWAI'I		
DATE	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
TIME	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
LOCATION/ROOM	FIFTH JUDICIAL CIRCUIT 3970 Kā'ana Street Līhu'e, Hawai'i 96766-1282	
DISOBEDIENCE of this subpoena may be punished as contempt by this court.		
DATE ISSUED	CLERK	
RETURN OF SERVICE		
SERVICE WAS MADE AT:	DATE	TIME
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	PLACE
Comments: <input type="checkbox"/> I served the above named person. <input type="checkbox"/> I served this subpoena on another individual. (explain)		
DATE	TYPE OR PRINT NAME OF SERVER	SIGNATURE
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

“Attachment G”

FACT SHEET

Case: Case No. _____, State v. [Defendant]

Trial Date: [date]

Date subpoena issued to Contractor: [date]

Deadline to serve subpoena: [date]

Witnesses to be served:

1. Witness: [name]

Male Female

DOB: [date]

Race: [if applicable]

Home Address

Home Phone:

Work Address:

Work Phone:

Other:

“Attachment H”

SERVICE ATTEMPT FORM

Case: State v. [Defendant]

Trial Date: [date]

Date subpoena issued to Contractor: Friday, [date]

Deadline to serve subpoena: Thursday [date]

WITNESS NAME	DATE OF SERVICE ATTEMPT	TIME OF SERVICE ATTEMPT	PLACE OF SERVICE ATTEMPT	COMMENTS

I declare under penalty of law that the foregoing is true and correct.

Signature

Date



OFFICE OF THE PROSECUTING ATTORNEY

COUNTY OF KAUAI, STATE OF HAWAII
3990 KAANA STREET, SUITE 210
LIHUE, HAWAII 96766



Craig A. De Costa
Prosecuting Attorney

Christopher Brid
First De

TELEPHONE (808) 241-1888
FAX (808) 241-1758
EMAIL prosecutor@kauai.gov
DM. OF PURCHASING
DIV. OF FINANCE
COUNTY OF KAUAI

08 JUN -3 10:16

FILE

June 2, 2008

Mr. Melvin Rapozo
M & P Legal Support Services, LLC
3178 Kūhi'ō Highway, # B-12
Līhu'e, HI 96766

RE: Contract No. 7767

Dear Mr. Rapozo:

The official commencement date to proceed for the subject contract is June 3, 2008. The aforementioned date relates to the purchase of services for SUBPOENA SERVICES.

Request for extension of completion time shall be considered only when submitted in writing, with full justifications, and received prior to the expiration of the completion date of September 30, 2008.

Any change orders or amendment to the scope of work shall be of no force and effect unless and until the changes or amendments have been approved in writing by the Director of Finance and the County Attorney.

If you have any questions regarding this transmittal, please call Jamie Chong at 241-1756.

Sincerely,

Craig A. De Costa
Prosecuting Attorney

/jc

c: Purchasing/E. Muraoka
Finance-Accounting/L. Kuboyama

EXTENSION REQUEST



DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
4444 RICE STREET, ROOM 303
LIHUE, HAWAII 96766

September 30, 2008

M & P Legal Support Services, LLC
3-3178 Kuhio Hwy., B-2
Lihue, HI 96766

Attn: Melvin Rapozo, Owner

Gentlemen:

RE: Contract No. 7767 PROCESS SERVING SERVICES OF SUBPOENAS

The County's Office of the Prosecuting Attorney submitted a Request for Contract Time Extension for approval. We concur with said request. Your contract term is extended from September 30, 2008 to June 30, 2009.

Please feel free to call on any questions or if we may be of further service.

Very truly yours,

ELMER J. MURAOKA
Purchasing & Assistant
Contracts Administrator

:cc Finance/D Gabriel
OPA/J Chong

EJM:ew

AMENDMENT NO. 2 TO CONTRACT NO. 7767

THIS AMENDMENT NO. 2 TO CONTRACT NO. 7767 is made by and between the COUNTY OF KAUAI, a political subdivision of the State of Hawaii, through its Office of the Prosecuting Attorney, whose address is 3990 Kaana Street, Suite 210, Lihue, HI 96766, hereinafter called "County", and M & P Legal Support Services LLC, whose principal place of business is located at 3178 Kūhi'ō Hwy., #B-2, Līhu'e Hawai'i, 96766, hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into an agreement on June 3, 2008 to provide Subpoena Services; and

WHEREAS, the County of Kaua'i, Office of the Prosecuting Attorney would now like to replace the term "Subpoena Services" with the term "Legal Documents";

WHEREAS, the County's initial term of contract for the services was to end on June 30, 2009; and

WHEREAS, the County would like to extend the contract to end on September 30, 2010 and subject to the availability of funds; and

WHEREAS, the County's original scope of work was for the Request of Service to be faxed to the CONTRACTOR approximately two weeks before a trial date; and

WHEREAS, the County will now fax the Request of Service of Legal Documents to the CONTRACTOR approximately 4 days before a hearing/trial date to be processed.

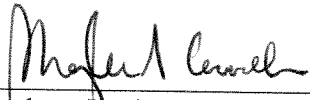
NOW, THEREFORE, the County and CONTRACTOR hereby agree that Contract No. 7767 is amended as follows:

1. Page 1, A. SCOPE OF SERVICES
CONTRACTOR shall provide process serving of legal documents.
2. Page 2, E. TERM OF CONTRACT
The term shall commence from the execution of a contract through September 30, 2010 and subject to the availability of funds.
3. Page 6, G. SCOPE OF WORK
A Request of Service of Legal Documents will be faxed to the CONTRACTOR approximately 4 days before a hearing/trial date and will be completed before the hearing/trial date.

The County and Contractor further mutually agree that all other provisions of Contract No. 7767 shall remain in full force and effect except as amended herein.

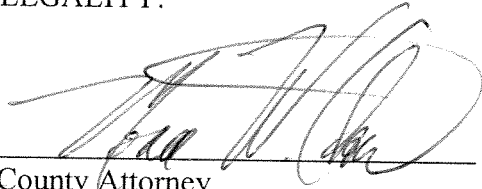
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2009.

COUNTY OF KAUAI



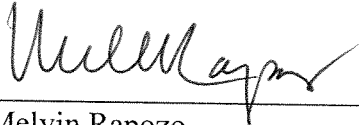
Shaylene Iseri-Carvalho
Prosecuting Attorney

APPROVED AS TO FORM AND
LEGALITY:



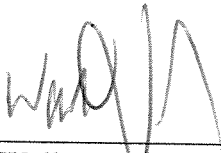
Deputy County Attorney

M & P Legal Support Services, LLC



Melvin Rapozo
Owner

COUNTY OF KAUAI



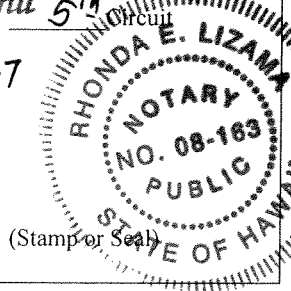
Wallace G. Rezentes Jr.
Director of Finance

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 26th day of May, 2009, before me appeared WALLACE G. REZENTES, JR., to me personally known, who, being by me duly sworn did say that he is the Director of Finance of the COUNTY OF KAUAI, a political subdivision of the State of Hawaii; and that said instrument was signed on behalf of said COUNTY OF KAUA'I by authority of it's Charter; and said WALLACE G. REZENTES, JR. acknowledged said instrument to be the free act and deed of said COUNTY OF KAUAI.

Doc. Date: <u>none</u>	# of Pages: <u>3</u>
Notary Name: <u>Rhonda E. Lizama 5th Circuit</u>	
Doc. Description: <u>Contract # 7767</u> <u>Amendment # 2</u>	
<u>Rhonda E. Lizama</u> Notary Signature	<u>5/20/09</u> Date

(Stamp or Seal)



Rhonda E. Lizama
Notary Public, State of Hawaii
Rhonda E. Lizama
My commission expires:

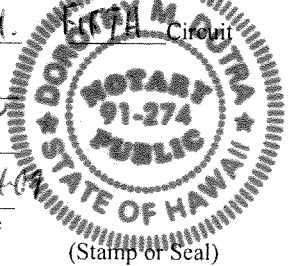
**My Commission Expires:
5/18/2012**

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 14th day of MAY, 2009, before me appeared MELVIN RAPOZO, to me personally known, who, being by me duly sworn, did say that he is a Member of M & P Legal Support Services, LLC, and that such instrument was signed on behalf of such limited liability company by authority of its Member MELVIN RAPOZO acknowledged such instrument to be the free act and deed of such limited liability company.

Doc. Date: <u>5-14-09</u>	# of Pages: <u>3</u>
Notary Name: <u>DURUTHY M. DUTRA 5th Circuit</u>	
Doc. Description: <u>AMENDMENT NO. 2 TO</u> <u>CONTRACT NO. 7767</u>	
<u>Duruthy M. Dutra</u> Notary Signature	<u>5-14-09</u> Date

(Stamp or Seal)



Duruthy M. Dutra
Print
Name: DURUTHY M. DUTRA
Notary Public, State of Hawaii
My commission expires: 04-04-2011

AMENDMENT NO. 3 TO CONTRACT NO. 7767

THIS AMENDMENT NO. 3 TO CONTRACT NO. 7767 is made by and between the COUNTY OF KAUAI, a political subdivision of the State of Hawaii, through its Office of the Prosecuting Attorney, whose address is 3990 Kaana Street, Suite 210, Lihue, HI 96766, hereinafter called "County", and M & P Legal Support Services LLC, whose principal place of business is located at 3178 Kūhi'ō Hwy., #B-2, Līhu'e Hawai'i, 96766, hereinafter called "CONTRACTOR".

WHEREAS, the County's initial funding for the contract totaled FORTY SIX THOUSAND, SIX HUNDRED FORTY and NO/100 DOLLARS (\$46,640.00); and

WHEREAS, County now has available and additional funding in the amount of FOURTEEN THOUSAND and NO/100 DOLLARS (\$14,000.00) in Federal monies; and

NOW, THEREFORE, the County and CONTRACTOR hereby agree that Contract No. 7767 is amended as follows:

1. Page 1, B. COMPENSATION of Contract No. 7767 is deleted in its entirety and replaced with the following:


"For services performed, the amount paid to Contractor shall not exceed the sum of Sixty Thousand Six Hundred Forty and NO/100 Dollars (\$60,640.00). Contractor will bill the COUNTY on a monthly basis for reimbursement for the services provided in the amounts listed and in accordance with the costs identified in the Fiscal and Budget Information (Attachment A) and made a part hereof"

The County and Contractor further mutually agree that all other provisions of Contract No. 7767 and Amendment # 2 shall remain in full force and effect except as amended herein.

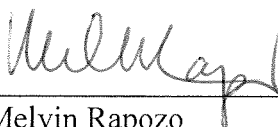
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 7th day of March April, 2010.

COUNTY OF KAUAI

M & P Legal Support Services, LLC

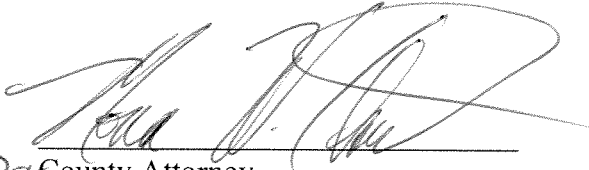


Shaylene Iseri-Carvalho
Prosecuting Attorney



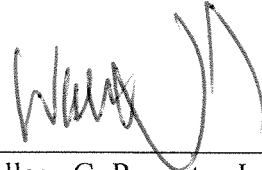
Melvin Rapozo
Member

APPROVED AS TO FORM AND
LEGALITY:



P.G. County Attorney

COUNTY OF KAUAI

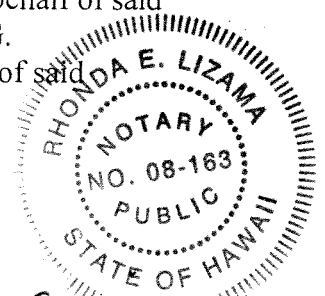


W.G.R. Wallace G. Rezentes Jr.
Director of Finance

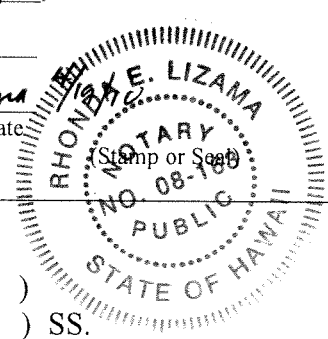
STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 19th day of April, 2010, before me appeared WALLACE G. REZENTES, JR., to me personally known, who, being by me duly sworn did say that he is the Director of Finance of the COUNTY OF KAUAI, a political subdivision of the State of Hawaii; and that said instrument was signed on behalf of said COUNTY OF KAUA'I by authority of it's Charter; and said WALLACE G. REZENTES, JR. acknowledged said instrument to be the free act and deed of said COUNTY OF KAUAI.

Doc. Date: <u>7 APR 10</u> # of Pages: <u>3</u>
Notary Name: <u>Rhonda E. Lizama</u> <u>5th</u> Circuit
Doc. Description: <u>Contract 776 7</u>
<u>Amendment # 3</u>
<u>Rhonda E. Lizama</u> Notary Signature Date: _____



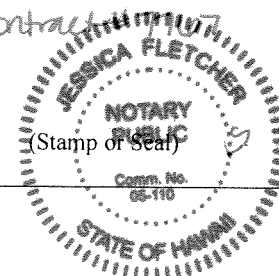
Rhonda E. Lizama
Notary Public, State of Hawaii
Rhonda E. Lizama
My commission expires: 5.18.2012



STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 7 day of April, 2010, before me appeared MELVIN RAPOZO, to me personally known, who, being by me duly sworn, did say that he is a Member of M & P Legal Support Services, LLC, and that such instrument was signed on behalf of such limited liability company by authority of its Member and said MELVIN RAPOZO acknowledged such instrument to be the free act and deed of such limited liability company.

Doc. Date: <u>April 7 2010</u> # of Pages: <u>2</u>
Notary Name: <u>Jessica Fletcher</u> <u>5th</u> Circuit
Doc. Description: _____
<u>Amendment #3 to Contract 11107</u>
<u>Jessica Fletcher</u> Notary Signature Date: <u>4-7-10</u>



Jessica Fletcher
Print Name: Jessica Fletcher
Notary Public, State of Hawaii
My commission expires: February 27 2013


**ORIGINAL CERTIFICATION CON NO: 7767
AMENDMENT NO: 3**

I hereby certify that on the date of the filing of this contract or agreement in the Department of Finance, there will be available **FEDERAL OR STATE GRANTS :**

250-0401-513.32-00 CONSULTANT SERVICES / A10001 \$ 14,000.00

sufficient to cover the obligation of the County of Kauai under this contract.

March 11, 2010



Director of Finance