

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 on July 28, 2010, approved the submission of application, and the receipt and expense of federal funds, to include funds for use of Process Services, C 2008-209 for the FY 2008 Edward Byrne Memorial Justice Assistance Grant Program, and C 2010-199 for the FY 2010 Edward Byrne Memorial Justice Assistance Grant Program.

WHEREAS, COUNTY executed contract number, 2008-DJ-BX-0510, the FY 2008 Edward Byrne Memorial Justice Assistance Grant Program, and contract number 2010-DJ-BX-0346, the FY 2010 Edward Byrne Memorial Justice Assistance Grant Program with the Department of Justice, Office of Justice Programs Bureau of Justice Assistance. Now therefore, County and Contractor agree as follows:

A. SCOPE OF SERVICES

CONTRACTOR shall provide process serving services to witnesses and/or victims of cases involving crimes handled by the County of Kaua'i, Office of the Prosecuting Attorney.

B. COMPENSATION

For services performed, the total amount paid to CONTRACTOR shall not exceed the sum of THIRTY ONE THOUSAND and NO/100 DOLLARS (\$31,000.00). 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, 2011 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

Approximately four days before a trial date (i.e. the date a witness is required to appear in court), the COUNTY will fax, email or call the CONTRACTOR a Request for Service of subpoena(s) to be processed by the date of the trial.

Within 24 hours of contact, 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 B, C, D, E and F" 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 G” for reference.
- One (1) service Attempt Form. A blank Service Attempt Form is attached as “Attachment H” 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.
2. A maximum of \$0.50 per mile may be charged for process serving that contains an incorrect address and an attempt was made.
3. All taxes and expenses of a subpoena being served, such as mileage, shall be included in the invoice.

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 without cause by giving written notice to the CONTRACTOR thirty (30) calendar days before the effective date of such termination.

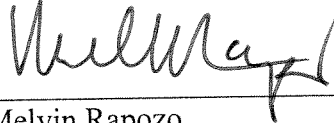
J. This Contract is subject to the laws of the State of Hawai`i.

K. General Terms and Conditions for Goods and Services Contracts

CONTRACTOR understands and agrees that the General Terms and Conditions for Goods and Service Contracts, dated December 1, 2000 (hereafter "General Terms and Conditions), and Special Provisions, which were incorporated in Invitation to Bid #3123, shall be incorporated by reference into this Contract. In the event of a conflict between the General Terms and Conditions or Special Provisions and this Contract, the terms of this Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands of this _____ day of _____, 2011.

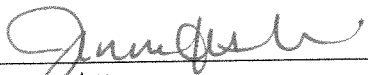
M & P LEGAL SUPPORT SERVICES, LLC

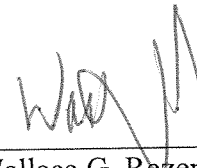


Melvin Rapozo
Owner


COUNTY OF KAUAI

Approved as to Form and Legality:


County Attorney


Wallace G. Rezendes, Jr.
Director of Finance

Recommended for Approval:


Shaylene Iseri-Carvalho
Prosecuting Attorney

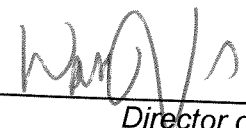
ORIGINAL CERTIFICATION CON NO: 8399

I hereby certify that on the date of the filing of this contract or agreement in the Department of Finance, there remains unexpended and unpaid, a balance in appropriation and available **FEDERAL OR STATE GRANTS**:

250-0401-513.32-00	CONSULTANT SERVICES/A11025	\$	20,427.00
250-0401-513.32-00	CONSULTANT SERVICES/A10001	\$	8,685.00
001-0401-513.30-00	OTHER SERVICES	\$	1,888.00

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

February 9, 2011


Director of Finance

RECEIVED
11 FEB 10 AM 12:28
COUNTY OF KAUAI
DEPT. OF FINANCE

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 21ST day of FEBRUARY, 2011, before me appeared MELVIN RAPOZO, to me personally known, who, being by me duly sworn, did say that he is the Owner of M & P Legal Support Services, LLC, and that such instrument was signed on behalf of such limited liability company by authority of its Owner, MELVIN RAPOZO acknowledged such instrument to be the free act and deed of such limited liability company.

Doc Date: 21 FEB 2011 #Pages: 19
Notary Name: WILLIAM HEIL 5TH Circuit
Doc Description: AGREEMENT

William Heil
Notary Signature Date 21 FEB 2011

William Heil
Print Name: WILLIAM HEIL
Notary Public, State of Hawaii
My commission expires: 30 MAY 2012

LS

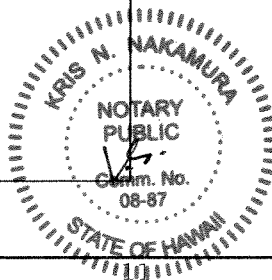
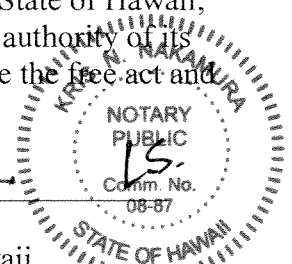
STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 3rd day of March, 2011, 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 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.

Doc Date: undated at time of notarization #Pages: 19
Notary Name: Kris N. Nakamura Fifth Circuit
Doc Description: Contract No. 8460
M&P Legal Support Services, LLC

Kris Nakamura
Notary Signature Date 3/3/11

Kris Nakamura
Kris Nakamura
Notary Public, State of Hawaii
My commission expires: April 20, 2012



"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)	100	<u>\$70.00</u>	7,000.00
2.	Subpoena service in Zone 2, Kapa'a (Valley stream center to Pa'a Bridge in Moloa'a to center of Wailua River Bridge)	100	<u>\$ 60.00</u>	6,000.00
3.	Subpoena service in Zone 3, Lihu'e (Center of Wailua River Bridge to center of Halfway Bridge)	100	<u>\$ 50.00</u>	5,000.00
4.	Subpoena service in Zone 4, South Shore (Center of Halfway Bridge to and including Ele'ele Town)	100	<u>\$ 60.00</u>	6,000.00
5.	Subpoena service in Zone 5, West Side (Hanapepe Town to and including Pacific Missile Range Facility)	100	<u>\$ 70.00</u>	7,000.00
			TOTAL SUM BID, Item no. 1 thru 5 inclusive	<u>\$ 31,000.00</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.

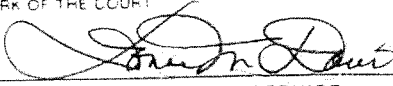
Dated: Lihue, Hawaii, _____ [Signature]
Clerk of the above-entitled Court

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> <p>_____</p> <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:33%; padding: 2px;">DATE</td> <td style="width:66%; 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 HAWAII CIRCUIT COURT OF THE FIFTH CIRCUIT	SUBPOENA NOTICE TO APPEAR IN COURT <input type="checkbox"/> SUBPOENA DUCES TECUM	CASE NUMBER _____ CR- _____
STATE OF HAWAII VS (DEFENDANT)		ATTORNEY (NAME and ADDRESS)
THE STATE OF HAWAII TO: ANY OFFICER AUTHORIZED BY LAW TO SERVE SUBPOENAS IN THE STATE OF HAWAII YOU ARE COMMANDED to subpoena the individual named below.		COMMENTS: ATTACH CONTINUATION PAGE IF NEEDED
NAME AND ADDRESS OF WITNESS		
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 HAWAII <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 Ka'ana Street Lihu'e, Hawaii 96766-1282	JUDGE	
DISOBEDIENCE of this subpoena may be punished as contempt by this court.		
DATE ISSUED	CLERK <i>Marissa A. Rygo</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 HAWAII FAMILY COURT OF THE FIFTH CIRCUIT	SUBPOENA NOTICE TO APPEAR IN COURT <input type="checkbox"/> SUBPOENA DUCES TECUM	CASE NUMBER FC- _____
STATE OF HAWAII VS (DEFENDANT)	ATTORNEY (NAME and ADDRESS)	
THE STATE OF HAWAII TO: ANY OFFICER AUTHORIZED BY LAW TO SERVE SUBPOENAS IN THE STATE OF HAWAII 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 HAWAII <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 Ka'ana Street Lihu'e, Hawaii 96766-1282	JUDGE
DISOBEDIENCE of this subpoena may be punished as contempt by this court.		
DATE ISSUED	<small>CLERK</small> 	
RETURN OF SERVICE		
SERVICE WAS MADE AT:	DATE	TIME
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
 FORM NO. 000103 5C-E-004 (01/06)

SUBPOENA NOTICE TO APPEAR IN COURT

"Attachment F"

STATE OF HAWAII 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 HAWAII TO: ANY OFFICER AUTHORIZED BY LAW TO SERVE SUBPOENAS IN THE STATE OF HAWAII YOU ARE COMMANDED to subpoena the individual named below to appear before the Grand Jury of this court.								
NAME AND ADDRESS OF WITNESS 								
WITNESS, YOU ARE COMMANDED to appear at the time and place indicated to testify as a witness on the part of the STATE OF HAWAII								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; padding: 5px;">DATE</td> <td style="width:70%;"></td> </tr> <tr> <td style="padding: 5px;">TIME</td> <td></td> </tr> <tr> <td style="padding: 5px;">LOCATION/ROOM</td> <td style="padding: 5px;"> FIFTH JUDICIAL CIRCUIT 3970 Kā'ana Street Līhu'e, Hawai'i 96766-1282 </td> </tr> </table>			DATE		TIME		LOCATION/ROOM	FIFTH JUDICIAL CIRCUIT 3970 Kā'ana Street Līhu'e, Hawai'i 96766-1282
DATE								
TIME								
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						
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						

“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

Contract Extension

Bernard P. Carvalho, Jr.
Mayor



Wallace G. Rezentes, Jr.
Director of Finance

Gary K. Heu
Managing Director

Sally A. Motta
Deputy Director of Finance

DEPARTMENT OF FINANCE
County of Kaua'i, State of Hawai'i
DIVISION OF PURCHASING

4444 Rice Street, Suite 303, Lihue, Hawai'i 96766
TEL (808) 241-4288 FAX (808) 241-6297

September 12, 2011

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

DIV. OF PURCHASING
DEPT. OF FINANCE
COUNTY OF KAUAI

11 NOV 15 A9 56

RECEIVED

Mr. Rapozo:

RE: Contract No. 8460 – PROCESS SERVING SERVICES OF SUBPOENAS FOR THE PROSECUTING ATTORNEY'S OFFICE

The subject contract is scheduled to expire September 30, 2011. However, the Office of the Prosecuting Attorney has requested an extension to September 30, 2012 under the same terms and conditions originally agreed, pursuant to Section E. TERM OF CONTRACT. We concur with said request and understand that you are also agreeable to this amendment.

Please print this letter and sign the acknowledgement and concurrence in the space provided. This will meet the requirements outlined in the original contract that the parties mutually concur with the extension. You may return the signed acknowledgment via hand-carry or standard mail delivery.

Upon receipt and signature of the Director of Finance, we will extend the contract to September 30, 2012 under the same terms and conditions agreed to therein. An electronic copy of the fully executed letter will be provided to you. Please feel free to contact the Division of Purchasing if there are any questions.

Sincerely,

ERNEST W. BARREIRA, M.S.
Assistant Chief Procurement Officer

CONCURRENCE AND ACKNOWLEDGEMENT OF CONTRACT EXTENSION:

M & P Legal Support Services, LLC:

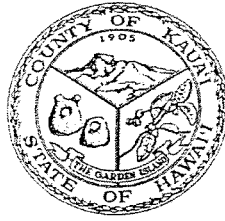
Wallace G. Rezentes, Jr.

[Signature] 11/14/11
Its: Meulme Date

[Signature] 11.22.11
Director of Finance Date

: cc OPA/S. Iseri-Carvalho

Bernard P. Carvalho, Jr.
Mayor



Wallace G. Rezentes, Jr.
Director of Finance

Gary K. Heu
Managing Director

Sally A. Motta
Deputy Director of Finance

DEPARTMENT OF FINANCE
County of Kaua'i, State of Hawai'i
DIVISION OF PURCHASING
4444 Rice Street, Suite 303, Lihu'e, Hawai'i 96766
TEL (808) 241-4288 FAX (808) 241-6297

April 14, 2011

M & P Legal Support Services, LLC
3178 Kūhi'ō Highway, #B-2
Līhu'e, HI 96766

Gentlemen:

Re: Contracts 8399 & 8460- Process Serving Services of Subpoenas for the Prosecuting Attorney's Office

Copies of the Revised/Original Certifications for Contract No. 8399 and 8460, respectively for your records. The fund certification for Contract No. 8399 was inadvertently attached to the fully executed contract set; therefore, these certifications are transmitted to correct the original certification.

Please call Erwin Wright at (808) 241-4293 with any questions relating to this transmittal.

Sincerely,

Ernest W. Barreira, M.S.
Assistant Chief
Procurement Officer

Attach.- Fund Cert.

cc: Finance-T. Caires
OPA

:ew/hs

Department of Finance, there remains unexpended and unpaid, a balance in appropriation and available **FEDERAL OR STATE GRANTS** :

25,598.99M 11'

250-0401-513.32-00	CONSULTANT SERVICES/A11025	\$	20,427.00	1.1M
250-0401-513.32-00	CONSULTANT SERVICES/A10001	\$	8,685.00	1.1M
001-0401-513.30-00	OTHER SERVICES	\$	1,888.00	1.1M

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

April 6, 2011


Director of Finance



ORIGINAL CERTIFICATION CON NO: 8399

25,598.99M

I hereby certify that on the date of the filing of this contract or agreement in the Department of Finance, there remains unexpended and unpaid, a balance in appropriation and available **FEDERAL OR STATE GRANTS** :

25,598.99M 11'

250-0401-513.32-00	CONSULTANT SERVICES/A11025	\$	(20,427.00)	1.1M
250-0401-513.32-00	CONSULTANT SERVICES/A10001	\$	(8,685.00)	1.1M
001-0401-513.30-00	OTHER SERVICES	\$	(1,888.00)	1.1M

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

April 6, 2011


Director of Finance





OFFICE OF THE PROSECUTING ATTORNEY

COUNTY OF KAUA'I, STATE OF HAWAII
3990 KAANA STREET, SUITE 210, LIHU'E, HI 96766
TEL: (808) 241-1888 FAX: (808) 241-1758
prosecutor@kauai.gov



FILE

Shaylene Iseri-Carvalho
Prosecuting Attorney

Lauren McDowell
Second Deputy Prosecuting Attorney

Jake Delaplane
First Deputy Prosecuting Attorney

March 7, 2011

RECEIVED
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DIV. OF PROSECUTION
DEPT. OF FINANCE
COUNTY OF KAUA'I

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

RE: Contract No. 8460

Dear Mr. Rapozo:

The official commencement date to proceed for the subject contract is March 7, 2011. 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, 2011.

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,

Shaylene Iseri-Carvalho
Prosecuting Attorney

/jc

c: Purchasing/E.Barreira

Deputy Prosecuting Attorneys:

Lisa R. Arin
Lucas Burns
Shauna Lee Cahill
R. Hermann Heimgartner

Samuel Jajich
Geoffrey S. Lee

Melinda K. Mendes
Tracy Murakami
John Murphy
Rebecca A. Vogt