

# REPORT OF THE COMMITTEE ON BUDGET

## Voting Members:

Ann H. Kobayashi, Chair; Joey Manahan, Vice Chair;  
Carol Fukunaga, Trevor Ozawa, Kymberly Marcos Pine

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Committee Meeting Held  
March 30, 2016

Honorable Ernest Y. Martin  
Chair, City Council  
City and County of Honolulu

Mr. Chair:

Your Committee on Budget, which considered Resolution 16-72 entitled:

"RESOLUTION AUTHORIZING THE MAYOR, THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES, OR THE DIRECTOR'S DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES (OYS), TO CONTINUE FUNDING OF THE JUVENILE JUSTICE CENTER,"

transmitted by Communication D-168, dated March 1, 2016, from the Department of Community Services, reports as follows:

The purpose of this Resolution is to authorize the Mayor, the Director of Community Services, or the Director's designee to enter into an intergovernmental agreement with the State of Hawaii, Department of Human Services, Office of Youth Services (OYS), to continue funding of the Juvenile Justice Center.

The Director of Community Services testified in support of the Resolution noting that funds from the State would be used to continue funding of the Center, which continues to provide better opportunities for at-risk youths to prevent further involvement in the juvenile justice system.

No public testimony was presented or received on this Resolution.

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**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

ADOPTED ON APR 20 2016

COMMITTEE REPORT NO. 102

# REPORT OF THE COMMITTEE ON BUDGET

## Voting Members:

Ann H. Kobayashi, Chair; Joey Manahan, Vice Chair;  
Carol Fukunaga, Trevor Ozawa, Kymberly Marcos Pine

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Committee Meeting Held  
March 30, 2016  
Page 2

After consideration, your Committee has approved a CD1 version of the Resolution that adds a new BE IT RESOLVED clause which reads as follows:

- A. BE IT RESOLVED by the Council of the City and County of Honolulu that the proposed intergovernmental agreement, attached hereto as Exhibit A, is hereby consented to and approved;

Your Committee on Budget is in accord with the intent and purpose of Resolution 16-72, as amended herein, and recommends its adoption in the form attached hereto as Resolution 16-72, CD1. (Ayes: Kobayashi, Fukunaga, Manahan, Ozawa, Pine – 5; Noes: None.)

Respectfully submitted,

  
Committee Chair

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CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

ADOPTED ON APR 20 2016

COMMITTEE REPORT NO. 102

**SUMMARY OF PROPOSED COMMITTEE DRAFT:**

**Resolution 16-72**

**RESOLUTION AUTHORIZING THE MAYOR, THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES, OR THE DIRECTOR'S DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES (OYS), TO CONTINUE FUNDING OF THE JUVENILE JUSTICE CENTER.**

The proposed CD1 adds a new BE IT RESOLVED clause which reads as follows:

BE IT RESOLVED by the Council of the City and County of Honolulu that the proposed intergovernmental agreement, attached hereto as Exhibit A, is hereby consented to and approved;



## RESOLUTION

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AUTHORIZING THE MAYOR, THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES, OR THE DIRECTOR'S DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES (OYS), TO CONTINUE FUNDING OF THE JUVENILE JUSTICE CENTER.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, states that any intergovernmental agreement or amendments thereto which place an obligation on the City or any department or agency thereof shall require prior consent and approval of the City Council; and

WHEREAS, the Department of Community Services for the City and County of Honolulu currently implements a Juvenile Justice Center to provide juveniles arrested for status offenses or first-time minor law violations with accountability-based sanctions and services to prevent further involvement in the juvenile justice system; and

WHEREAS, since 2001 the Juvenile Justice Center has been funded through Juvenile Accountability Block Grant funds (JABG), which funds are allocated by the State of Hawaii, Department of Human Services, Office of Youth Services (OYS) to the State's four counties to strengthen the juvenile justice system; and

WHEREAS, OYS has allocated to the City and County of Honolulu the amount of \$75,000.00 for the budget period starting May 1, 2016 and ending April 30, 2017 of JABG funds for the period; and

WHEREAS, the Department of Community Services desires to receive JABG funds through OYS to allow for the continuation of the Juvenile Justice Center; and

WHEREAS, a copy of the proposed intergovernmental agreement with OYS (Supplemental Contract No.6), is attached hereto as Exhibit A; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the proposed intergovernmental agreement, attached hereto as Exhibit A, is hereby consented to and approved; and

BE IT FURTHER RESOLVED that the Mayor, the Director of Community Services, or the Director's designee is hereby authorized to:

1. Execute the Supplemental Contract No. 6 to Contract DHS-12-OYS-264 in substantially the same form as the agreement attached as Exhibit A; and



**RESOLUTION**

- 2. Execute any incidental or related agreements or documents in furtherance of the above agreement, provided that such agreements and documents do not incur additional obligations on the part of the City; and

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that copies of this Resolution be transmitted to the Mayor and Gary K. Nakata, Director of the Department of Community Services, 715 South King Street, Suite 311, Honolulu, Hawaii 96813.

INTRODUCED BY:

Ernest Martin (BR)

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DATE OF INTRODUCTION:

March 17, 2016  
Honolulu, Hawaii

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Councilmembers

CONTRACT NO. DHS-12-OYS-264



**STATE OF HAWAI'I**  
**SUPPLEMENTAL CONTRACT NO. 6**  
**TO CONTRACT DHS-12-OYS-264**  
*(Insert contract number or other identifying information)*

This Supplemental Contract No. 6, executed on the respective dates indicated below, is effective as of April 30, 20 16 between the  
Department of Human Services, Office of Youth Services  
*(Name of the state department, agency board or commission)*

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

whose address is: 707 Richards Street, Suite 525  
Honolulu, Hawaii 96813

and City and County of Honolulu, Department of Community Services  
*(Name of PROVIDER)*

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

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

Business street address:  
715 South King Street, Suite 311  
Honolulu, Hawaii 96813

Mailing address if different than business street address:  
\_\_\_\_\_  
\_\_\_\_\_

Federal employer identification number: 99-6001257

Hawai'i general excise tax number: N/A

**RECITALS**

A. WHEREAS, the STATE and the PROVIDER entered into a Contract  
DHS-12-OYS-264

*(Insert contract number or other identifying information)*

effective April 16, 20 12, which was amended by Supplemental Contract No(s). 1  
effective August 1, 20 12, which was amended by Supplemental Contract No(s). 2  
effective April 30, 20 13, which was amended by Supplemental Contract No(s). 3  
effective (see next page), 20 \_\_\_\_\_ (hereinafter collectively referred to as "Contract") whereby

the PROVIDER agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract,

NOW, THEREFORE, the STATE, and the PROVIDER mutually agree to amend the Contract as follows:

(Check applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the PROVIDER's change of name

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPPLEMENTAL CONTRACT**

**RECITALS**

A. WHEREAS, the STATE and the PROVIDER entered into a Contract  
DHS-12-OYS-264

*(Insert contract number or other identifying information)*

effective August 1, 20 13, which was amended by Supplemental Contract No(s). 4  
effective April 30, 20 14, which was amended by Supplemental Contract No(s). 5  
effective April 30, 20 15, which was amended by Supplemental Contract No(s). N/A  
effective \_\_\_\_\_, 20 \_\_\_\_ (hereinafter collectively referred to as "Contract) whereby

the PROVIDER agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract,  
NOW, THEREFORE, the STATE, and the PROVIDER mutually agree to amend the  
Contract as follows:

(Check applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the PROVIDER's change of name

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and incorporated herein.

A tax clearance certificate from the State of Hawaii  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract as amended herein shall remain in full force and effect.

In view of the above, the parties execute this supplemental agreement by their signatures below.

STATE

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

Print Name Merton Chinen

Print Title Executive Director, Office of Youth Services  
Department of Human Services

Date \_\_\_\_\_

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

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

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

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

Date \_\_\_\_\_

**SUPPLEMENTAL CONTRACT**

CONTRACT NO. DHS-12-OYS-264

CORPORATE SEAL  
(if available)

PROVIDER

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

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

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

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

N/A Certification Attached  
\_\_\_\_\_  
Deputy Attorney General

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Deputy Corporation Counsel  
Department of Corporation Counsel

**PROVIDER'S ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me appeared \_\_\_\_\_  
and \_\_\_\_\_, to me known, to be the  
person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the  
\_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_,  
the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument  
as the free act and deed of the PROVIDER.

(Notary Seal)

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

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

(Notary Stamp or Seal)

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

NOTARY CERTIFICATION

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

The undersigned agency officer or employee declares:

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

DATED: Honolulu, Hawai'i, \_\_\_\_\_

AGENCY: Department of Human Services,  
Office of Youth Services

By: \_\_\_\_\_  
(Certifying Signature)

Merton Chinen  
(Print or Type Name of Certifying Signature)

Its: Executive Director  
(Title of Certifying Signature)

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



Contract No. DHS-12-OYS-264  
Attachment S2

STATE OF HAWAII

**TIME OF PERFORMANCE**

This Supplemental Contract No. 6 extends the period of time that the PROVIDER shall provide the Required Services from May 1, 2016 to April 30, 2017, unless this Contract is sooner terminated.



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this Supplemental Contract Number 6, the STATE agrees to pay the PROVIDER a total sum of money not to exceed SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$75,000.00) for the Contract period, subject to the appropriation and availability of funds for each and every fiscal year. The source of funds shall be specified in the Fiscal and Budget Information, attached hereto as Exhibit A and incorporated by reference.
2. All other terms and conditions of the original Compensation and Payment Schedule shall remain unchanged and in effect.

PROVIDER'S  
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

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*(Name of PROVIDER)*

PROVIDER, the undersigned does declare as follows:

1. PROVIDER  is\*  is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

\* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER'S  
STANDARDS OF CONDUCT DECLARATION

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

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

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

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

Date \_\_\_\_\_

**THIS FORM IS DELETED AND INOPERATIVE**

FISCAL AND BUDGET INFORMATION

SOURCE OF FUNDS

Time of Performance	From:	Supplemental				Total
		No. 6				
	To:	5/1/2016				
		4/30/2017				
State General Funds		\$ -	\$ -	\$ -	\$ -	\$ -
Total State General Funds		\$ -	\$ -	\$ -	\$ -	\$ -

Federal Funds	CFDA					
DHHS, Social Services Block Grant, Title XX	93.667					
DOJ, OJJDP, Title II Formula Grant	16.540					
DOJ, OJJDP, JABG Grant	16.523	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00
DOJ, OJJDP, JABG Grant	16.523					
DOJ, OJJDP, Title V Grant	16.548					
Total Federal Funds		\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00

Match Amount Required		\$ 8,334.00	\$ -	\$ -	\$ -	\$ 8,334.00
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Grand Total		\$ 83,334.00	\$ -	\$ -	\$ -	\$ 83,334.00
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