

KALAUPAPA MUTUAL AID AGREEMENT ("AGREEMENT")

This AGREEMENT, made this 22 day of Sept., 2015, is between the STATE OF HAWAII, ("STATE") by Virginia Pressler, M.D., its Director of Health, and the COUNTY OF MAUI ("COUNTY") by Alan M. Arakawa, its Mayor. (The STATE and the COUNTY are hereinafter collectively referred to as "the PARTIES" or singularly as "PARTY").

WHEREAS, the County of Kalawao ("Kalaupapa") is comprised of Kalaupapa Settlement, Kalawao, the airport, the lighthouse, the pali trail, and the valleys of Waikolu, Makanalua, and Pelekunu; and

WHEREAS, Kalaupapa is administered by the Department of Health ("DOH") pursuant to chapter 326, Hawaii Revised Statutes "HRS"); and

WHEREAS, pursuant to sections 326-34 through 326-38, HRS, the DOH has the responsibility to govern Kalaupapa, including appointing a sheriff to preserve the public peace, who in turn may appoint as many police officers as may be authorized by the DOH; and

WHEREAS, under certain circumstances, Kalaupapa's fire and law enforcement personnel may encounter situations beyond its capabilities; and

WHEREAS, securing fire and law enforcement resources of the COUNTY available on the islands of Molokai and Maui is the most efficient and timely means of securing assistance for Kalaupapa; and

WHEREAS, the COUNTY has assisted the STATE by providing fire and law enforcement assistance over the past 25 years under a previous mutual aid compact; and

WHEREAS, this COUNTY assistance has been deemed useful and necessary by the STATE; and

WHEREAS, the STATE, through its Kalaupapa administrator has historically assisted the COUNTY by providing fire and law enforcement assistance to the County; and

WHEREAS, this STATE assistance has been deemed useful and necessary by the COUNTY; and

WHEREAS, the PARTIES entered into an agreement dated September 7, 1990, to establish a mutual aid compact between the STATE and the COUNTY in order to provide fire and law enforcement assistance at the Settlement for five years, which agreement was amended four times to add four additional five-year increments; the original and the four amendments are attached hereto as Exhibits 1-5. The latest amended agreement will terminate on June 30, 2015; and

WHEREAS, the PARTIES seek to continue sharing their mutual aid to provide fire and law enforcement assistance at Kalaupapa; and

WHEREAS, the mutual assistance provided by the STATE and COUNTY has been deemed useful and necessary by the PARTIES;

NOW, THEREFORE, the PARTIES agree as follows:

Section 1. Mutual Aid Agreement. The PARTIES shall continue to provide fire and law enforcement assistance at Kalaupapa.

Section 2. Scope of Assistance. The scope of fire and law enforcement assistance under this AGREEMENT shall be as follows:

- A. The STATE, through its Kalaupapa administrator, may submit a request for fire or law enforcement assistance to the COUNTY by way of the Chief of Police, the Fire Chief or their designated representatives who shall approve or disapprove a request made by the STATE; and
- B. The COUNTY, through its Chief of Police, Fire Chief, or other designated representative may submit a request for fire or law enforcement assistance to the STATE'S Kalaupapa administrator who shall approve or disapprove a request made by the COUNTY.

Section 3. Response Time. Upon approval of a request, the STATE and COUNTY shall agree on the time necessary to respond to the request.

Section 4. Deputization of County Officials. When necessary and appropriate, the STATE, through its Kalaupapa administrator, may deputize COUNTY officials or employees to carry out law enforcement activities at Kalaupapa.

Section 5. Coordination of Activities. The STATE, through its Kalaupapa administrator, shall be responsible for overall coordination of activities at Kalaupapa under this AGREEMENT.

Section 6. Compensation. The compensation for services rendered by the COUNTY or the STATE under this AGREEMENT shall be as follows:

- A. Travel Expenses. All reasonable and necessary travel expenses, including air fare or air transportation costs for COUNTY or STATE personnel, incurred in the performance of this AGREEMENT shall be paid by the recipient jurisdiction. (For purposes of this AGREEMENT, "recipient jurisdiction" means the PARTY that requested and received the assistance.);
- B. Overtime Payments. If the assistance rendered by COUNTY or STATE personnel requires overtime work compensation, the recipient jurisdiction may be required to reimburse the providing jurisdiction for those services. (For purposes of this AGREEMENT, "providing jurisdiction" means the PARTY that provided the assistance.);
- C. Food, Lodging, and Ground Transportation. The STATE shall provide food, lodging, and ground transportation as appropriate and required to COUNTY personnel providing fire or law enforcement assistance at Kalaupapa. The COUNTY shall provide food, lodging, and ground transportation as appropriate and

required to STATE personnel providing fire or law enforcement assistance outside of Kalaupapa;

D. Access to Equipment. The PARTIES shall provide access to equipment and facilities as may be required to provide the requested assistance;

E. Reimbursement Process. The reimbursement for services rendered under this AGREEMENT shall be as follows:

1. If the providing jurisdiction is the COUNTY, it shall submit an invoice in triplicate to the STATE'S Kalaupapa administrator for approval in payment processing;
2. If the providing jurisdiction is the STATE, it shall submit an invoice in triplicate to the COUNTY through the Maui County Police Chief, Fire Chief, or their designated representatives, as applicable, for approval in payment processing;
3. If an invoice is disapproved by the recipient jurisdiction, the PARTIES shall negotiate the terms of compensation through the STATE's Kalaupapa administrator and the COUNTY's applicable department head; and
4. Where a disagreement cannot be resolved through negotiations, a third party mutually agreed upon by both the STATE and COUNTY shall determine the compensation rate.

Section 7. Effective Date. This AGREEMENT shall be effective on the 1st day of July, 2015 and shall remain in effect for a period not to exceed twenty-five (25) years, unless terminated under the provisions in Section 8 of this AGREEMENT.

Section 8. Termination. This AGREEMENT may be terminated by any PARTY at any time during its effective period by giving thirty (30) days prior written notice to the other PARTY.

Section 9. Amendment. This AGREEMENT may be amended at any time in writing by mutual agreement of the PARTIES.

IN WITNESS THEREOF, the STATE and COUNTY have executed this AGREEMENT as of the date first written above.

STATE OF HAWAII

By Virginia Pressler
(Signature)

Virginia Pressler, M.D.
(Print name above)

Its Director of Health

COUNTY OF MAUI:

By Alan Arakawa

ALAN M. ARAKAWA
Its Mayor

APPROVED AS TO FORM AND LEGALITY:

J. L. Sheppard
JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui

APPROVED AS TO FORM AND LEGALITY:

Jill T. Nagamine
Jill T. Nagamine
Deputy Attorney General
State of Hawaii

KALAUPAPA MUTUAL AID COMPACT

THIS AGREEMENT made this 7 day of September, 1990, by and between the STATE OF HAWAII by John C. Lewin, M.D., its Director - Department of Health hereinafter referred to as "STATE", and the COUNTY OF MAUI by Hannibal Tavares, its Mayor, hereinafter referred to as "COUNTY".

W I T N E S S E T H :

WHEREAS, the Kalaupapa Settlement in the County of Kalawao is administered by the STATE Department of Health (HRS §326-24) under the laws of Hawaii (HRS §326-35 to §326-38) the State has the responsibility for enforcement of State laws and certain regulations; and

WHEREAS, under these specified laws, the Settlement shall have only a sheriff and deputized police officers; and

WHEREAS, under certain circumstances, the Kalaupapa Settlement fire and law enforcement personnel may encounter situations beyond local capabilities; and

WHEREAS, securing fire and law enforcement resources of the COUNTY on the Island of Molokai is the most efficient and timely means of securing assistance for Kalaupapa; and

WHEREAS, the COUNTY has assisted the STATE by providing fire and law enforcement assistance informally over the past years; and

WHEREAS, this COUNTY assistance has been deemed useful and necessary by the STATE; and

WHEREAS, the STATE through its chief administrator at Kalaupapa has also informally over the past years assisted the COUNTY by providing fire and law enforcement assistance, although on a less frequent basis than assistance provided by the COUNTY; and

WHEREAS, this STATE assistance has been deemed useful and necessary by the COUNTY;

NOW, THEREFORE, the STATE and COUNTY agree as follows:

Section 1. Mutual Aid Compact. There shall be established a mutual aid compact between the STATE and the COUNTY in order to provide fire and law enforcement assistance at the Kalaupapa Settlement in the County of Kalawao.

EXHIBIT 1

Section 2. Scope of Assistance. The scope of fire and law enforcement assistance under this Compact shall be as follows:

- A. The STATE through the STATE's chief administrator at Kalaupapa may submit a request for fire or law enforcement assistance to the COUNTY by way of the Chief of Police, the Fire Chief or their designated representatives who shall approve or disapprove a request made by the STATE; and
- B. The Chief of Police, the Fire Chief or his designated representatives may submit a request for fire or law enforcement assistance to the STATE's chief administrator at Kalaupapa who shall approve or disapprove a request made by the COUNTY.

Section 3. Response Time. Upon approval of a request, the STATE and COUNTY shall agree on the time necessary to respond to the request.

Section 4. Deputization of County Officials. When necessary and appropriate, the STATE through the Sheriff at Kalaupapa may deputize COUNTY officials or employees to carry out law enforcement activities at Kalaupapa.

Section 5. Coordination of Activities. The STATE through its chief administrator at Kalaupapa shall be responsible for overall coordination of activities at Kalaupapa under this Compact.

Section 6. Compensation. The compensation for services rendered by the COUNTY or the STATE under this Compact shall be as follows:

- A. Travel Expenses. All reasonable and necessary travel expenses, including air fare or air transportation costs for COUNTY or STATE personnel, incurred in performance of Compact requests shall be paid by the recipient jurisdiction;
- B. Overtime Payments. Should the Compact assistance rendered by COUNTY or STATE personnel require overtime work compensation, the requesting jurisdiction may be required to reimburse the provider agency for such services;

- C. Kalaupapa Food, Lodging, and Ground Transportation. The STATE shall provide food, lodging, and ground transportation as appropriate and required to COUNTY officials providing assistance at Kalaupapa; if the State fire or law enforcement assistance is provided outside of Kalaupapa, the COUNTY shall provide food, lodging, and ground transportation as appropriate and required;
- D. Access to Equipment. The STATE shall also provide access to other equipment and facilities as may be required by the COUNTY to carry out the requested Compact assistance;
- E. Reimbursement Process. The reimbursement for services rendered under this Compact shall be as follows:
1. The providing Jurisdiction shall submit an invoice in triplicate to the STATE's chief administrator at Kalaupapa, the Maui County Police Chief, Fire Chief or their designated representatives as the case may be for approval in payment processing;
 2. If an invoice is disapproved by the requestor Jurisdiction, the STATE's chief administrator at Kalaupapa or the respective County department head shall negotiate the terms of compensation;
 3. Where a disagreement cannot be resolved through negotiations, a third party mutually agreed upon by both the STATE and COUNTY shall determine the compensation rate.

Section 7. Effective Date. This Compact shall be effective on the 1st day of JULY, 1990 and shall remain in effect for a period not to exceed five (5) years unless terminated under the provisions in Section 8. of this Compact.

Section 8. Termination. This Compact may be terminated at any time during its effective period by giving thirty (30) days prior written notice to the other party.

Section 9. Amendment. This Compact may be amended at any time in writing by mutual agreement of the STATE and COUNTY.

IN WITNESS THEREOF, the STATE and COUNTY have executed this Compact as of the date first written above.

STATE OF HAWAII

By 

JOHN C. LEWIN, M.D.
(Print name above)

Its Director of Health

COUNTY OF MAUI

By 

HANNIBAL TAVARES

Its Mayor

APPROVED AS TO FORM AND LEGALITY:



GUY A. HAYWOOD
Deputy Corporation Counsel
County of Maui 24.forms.1n

APPROVED AS TO FORM AND LEGALITY:

Deputy Attorney General
State of Hawaii

FIRST AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT

THIS FIRST AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT, made this 26 day of June, 19 95, by and between the STATE OF HAWAII, Department of Health, P. O. Box 3378, Honolulu, Hawaii 96801, hereinafter referred to as the "STATE", and the COUNTY OF MAUI, 200 South High Street, Wailuku, Hawaii 96793, hereinafter referred to as the "COUNTY".

W I T N E S S E T H :

WHEREAS, COUNTY and STATE entered into that certain agreement dated September 7, 1990, attached hereto as Exhibit "1", to establish a mutual aid compact between the STATE and the COUNTY in order to provide fire and law enforcement assistance at the Kalaupapa Settlement in the County of Kalawao;

WHEREAS, COUNTY and STATE desire to amend the agreement to provide for additional term of agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereby agree to amend the Kalaupapa Mutual Aid Compact to read as follows:

Section 7., Effective Date, is amended in its entirety to read as follows:

"Section 7. Effective Date. This Compact shall be effective on the 1st day of July, 1990 and shall remain in effect for a period not to exceed ten (10) years, unless terminated under the provisions in Section 8. of this Compact."

EXHIBIT 2

All other provisions of the original Kalaupapa Mutual Aid Compact, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

STATE OF HAWAII

By Lawrence Miike
(Signature)
Lawrence H. Miike
(Print Name Above)
Its Director of Health
(Title)

COUNTY OF MAUI:

By Linda Crockett Lingke
LINDA CROCKETT LINGKE
Its Mayor

APPROVED AS TO FORM
AND LEGALITY:

Nelson B. Befitel
NELSON B. BEFITEL
Deputy Corporation Counsel
County of Maui agrnts\kalauam\ln

APPROVED AS TO FORM
AND LEGALITY:

Deputy Attorney General
State of Hawaii

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

On this 26 day of June, 19 95, before me appeared Lawrence H. Miike, to me personally known, who, being by me duly sworn, did say that he is the Director - Department of Health of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said State of Hawaii, and that the said instrument was signed and sealed on behalf of said State of Hawaii; and the said Lawrence H. Miike acknowledged the said instrument to be the free act and deed of said State of Hawaii.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Caroline Alvarez
Notary Public, State of Hawaii

My commission expires: 2-23-97

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

On this 30 day of June, 19 95, before me appeared LINDA CROCKETT LINGLE, to me personally known, who being by me duly sworn did say that she is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the aid County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said LINDA CROCKETT LINGLE acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Anna K. Romalis
Notary Public, State of Hawaii

My commission expires: 10/19/9

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SECOND AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT

THIS SECOND AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT, made this 22 day of November, 2000, by and between the STATE OF HAWAII, Department of Health, P. O. Box 3378, Honolulu, Hawaii 96801, hereinafter referred to as the "STATE", and the COUNTY OF MAUI, 200 South High Street, Wailuku, Hawaii 96793, hereinafter referred to as the "COUNTY".

W I T N E S S E T H :

WHEREAS, COUNTY and STATE entered into that certain agreement dated September 7, 1990, attached hereto as Exhibit "1", to establish a mutual aid compact between the STATE and the COUNTY in order to provide fire and law enforcement assistance at the Kalaupapa Settlement in the County of Kalawao;

WHEREAS, COUNTY and STATE agreed to a first amendment to said compact on or about June 30, 1995, by extending the term of the compact to ten years, attached hereto as Exhibit "2";

WHEREAS, COUNTY and STATE desire to amend the agreement to provide for additional term of agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereby agree to amend the Kalaupapa Mutual Aid Compact to read as follows:

Section 7., Effective Date, is amended in its entirety to read as follows:

"Section 7. Effective Date. This Compact shall be effective on the 1st day of July, 1990 and shall remain in effect for a period not to exceed fifteen (15) years, unless terminated under the provisions in Section 8. of this Compact."

EXHIBIT 3

All other provisions of the original Kalaupapa Mutual Aid Compact, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

STATE OF HAWAII

By *Bruce Anderson*
(Signature)
Bruce Anderson
(Print Name Above)
Its Director, Department of Health
(Title)

COUNTY OF MAUI:

By *Grant you Chun*
~~JAMES H. APANA, JR.~~
Its, Mayor **GRANT Y. M. CHUN**
ACTING

APPROVED AS TO FORM
AND LEGALITY:

John D. Kim
JOHN D. KIM
Deputy Corporation Counsel
County of Maui S:\ALL\Jdk\police\Kaulapapa.mac\KALAUAM

APPROVED AS TO FORM
AND LEGALITY:

Arthur N. Indiola
ARTHUR N. INDIOLA
Deputy Attorney General
State of Hawaii

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 6 day of November, 2000, before me appeared Bruce S. Anderson, to me personally known, who, being by me duly sworn, did say that he is the Director of Health of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said State of Hawaii, and that the said instrument was signed and sealed on behalf of said State of Hawaii; and the said Bruce S. Anderson acknowledged the said instrument to be the free act and deed of said State of Hawaii.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Caroline Alban
Notary Public, State of Hawaii
Print name: CAROLINE ALBAN
My commission expires: 02/23/2001

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 22 day of November, 2000, before me appeared GRANT Y. M. CHUN, to me personally known, who being by me duly sworn did say that he is the Acting Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-6.1 Section 9-18.1 of the Charter of the County of Maui; and the said GRANT Y. M. CHUN acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Linda K. Tamashiro
LINDA K. TAMASHIRO
Notary Public, State of Hawaii
My commission expires: October 19, 2002

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THIRD AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT

THIS THIRD AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT, made this _____ day of DEC 2 2004, 2004, by and between the STATE OF HAWAII, Department of Health, P. O. Box 3378, Honolulu, Hawaii 96801, hereinafter referred to as the "STATE", and the COUNTY OF MAUI, 200 South High Street, Wailuku, Hawaii 96793, hereinafter referred to as the "COUNTY".

W I T N E S S E T H :

WHEREAS, COUNTY and STATE entered into that certain agreement dated September 7, 1990, attached hereto as Exhibit "1", to establish a mutual aid compact between the STATE and the COUNTY in order to provide fire and law enforcement assistance at the Kalaupapa Settlement in the County of Kalawao;

WHEREAS, COUNTY and STATE agreed to a first amendment to said compact on or about June 30, 1995, by extending the term of the compact to ten years, attached hereto as Exhibit "2";

WHEREAS, COUNTY and STATE agreed to a second amendment to said compact on or about November 22, 2000, by extending the term of the compact to fifteen years, attached hereto as Exhibit "3";

WHEREAS, COUNTY and STATE desire to amend the agreement to provide for additional term of agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereby agree to amend the Kalaupapa Mutual Aid Compact to read as follows:

Section 7., Effective Date, is amended in its entirety to read as follows:


"Section 7. Effective Date. This compact shall be effective on the 1st day of July, 1990 and shall remain in effect for a period not to exceed twenty (20) years, unless terminated under the provisions in Section 8. of this Compact."

All other provisions of the original Kalaupapa Mutual Aid Compact, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

STATE OF HAWAII

By



(Signature)

Chiyome L. Fukino, M.D.
(Print Name Above)

Its Director of Health
(Title)

COUNTY OF MAUI:

By




Alan Arakawa,
Its Mayor

APPROVED AS TO FORM
AND LEGALITY:



John D. Kiri
Deputy Corporation Counsel

APPROVED AS TO FORM
AND LEGALITY:

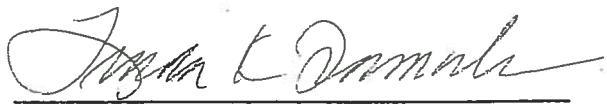


Deputy Attorney General
State of Hawaii

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of DEC 2 2004, 2004, before me appeared ALAN M. ARAKAWA, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



LINDA K. TAMASHIRO
Notary Public, State of Hawaii
My commission expires: October 19, 2006

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STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 5th day of January, 2005^A, before me appeared Chiyome L. Fukino, M.D., to me personally known, who, being by me duly sworn, did say that she is the Director of Health of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said State of Hawaii, and that the said instrument was signed and sealed on behalf of said State of Hawaii; and the said Director of Health acknowledged the said instrument to be the free act and deed of said State of Hawaii.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Vivian S. Lee Vivian S. Lee
Notary Public, State of Hawaii
My commission expires: 4/13/06

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

LS

On this _____ day of _____, 2004, before me appeared _____, to me personally known, who, being by me duly sworn, did say that _____ Is the _____ of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said State of Hawaii, and that the said instrument was signed and sealed on behalf of said State of Hawaii; and the said _____ acknowledged the said instrument to be the free act and deed of said State of Hawaii.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

My commission expires: _____

FOURTH AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT

THIS FOURTH AMENDMENT TO KALAUPAPA MUTUAL AID COMPACT, made this 24th day of March, 2010, by and between the STATE OF HAWAII, Department of Health, P. O. Box 3378, Honolulu, Hawaii 96801, hereinafter referred to as the "STATE", and the COUNTY OF MAUI, 200 South High Street, Wailuku, Hawaii 96793, hereinafter referred to as the "COUNTY".

W I T N E S S E T H :

WHEREAS, COUNTY and STATE entered into that certain agreement dated September 7, 1990, attached hereto as Exhibit "1", to establish a mutual aid compact between the STATE and the COUNTY in order to provide fire and law enforcement assistance at the Kalaupapa Settlement in the County of Kalawao;

WHEREAS, COUNTY and STATE agreed to a first amendment to said compact on or about June 30, 1995, by extending the term of the compact to ten years, attached hereto as Exhibit "2";

WHEREAS, COUNTY and STATE agreed to a second amendment to said compact on or about November 22, 2000, by extending the term of the compact to fifteen years, attached hereto as Exhibit "3";

EXHIBIT 5

WHEREAS, COUNTY and STATE agreed to a third amendment to said compact on or about December 4, 2004, by extending the term of the compact to twenty years, attached hereto as Exhibit "4";

WHEREAS, COUNTY and STATE desire to amend the agreement to provide for additional term of agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereby agree to amend the Kalaupapa Mutual Aid Compact to read as follows:

Section 7., Effective Date, is amended in its entirety to read as follows:

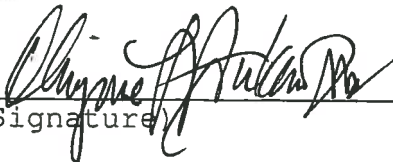
"Section 7. Effective Date. This compact shall be effective on the 1st day of July, 1990 and shall remain in effect for a period not to exceed twenty-five (25) years, unless terminated under the provisions in Section 8. of this Compact."

All other provisions of the original Kalaupapa Mutual Aid Compact, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

STATE OF HAWAII


By


(Signature)

Chiyome Leinaala Fukino, M.D.
(Print Name Above)

Its Director of Health
(Title)


COUNTY OF MAUI:

By 
Charmaine Tavares,
Its Mayor

APPROVED AS TO FORM
AND LEGALITY:


~~ADRIANNE N. HEELY~~
Deputy Corporation Counsel

APPROVED AS TO FORM
AND LEGALITY:



Deputy Attorney General
State of Hawaii