



POLICE DEPARTMENT COUNTY OF MAUI



MICHAEL P. VICTORINO
MAYOR
MIM/lu
OUR REFERENCE
YOUR REFERENCE

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411

RECEIVED
2019 AUG 21 PM 7:40
OFFICE OF THE MAYOR

TIVOLI S. FAAUMU
CHIEF OF POLICE
DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

August 20, 2019

Ms. Michele Yoshimura *my*
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For transmittal to:

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

Dear Chair King and Members:

SUBJECT: DEPARTMENT OF HEALTH (DOH) GRANTS

In accordance with Ordinance No. 4988, Bill 36 (2019) Draft 1 Fiscal Year 2020 Budget, we are hereby transmitting to you a copy of the MOU with the Department of Health, Alcohol and Drug Abuse Division for the Prohibiting Tobacco Sales to Persons Under the Age of Twenty-One program for the period of September 3, 2019 to August 30, 2020 in the amount of \$11,000.00.

Thank you for your attention to this matter. If you have any questions, please feel free to contact our accountant, Lesley Ann Uemae, at ext. 6309.

Sincerely,

Tivoli S. Faauu
TIVOLI S. FAAUMU
Chief of Police

APPROVED FOR TRANSMITTAL

Michael P. Victorino 8/22/19
Mayor Date

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2019 AUG 29 AM 8:49
OFFICE OF THE
COUNTY CLERK

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MAUI POLICE DEPARTMENT

**STATE OF HAWAII
DEPARTMENT OF HEALTH
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA"), executed on the respective date of the signatures of the parties shown hereafter, is effective as of September 03, 2019, between the DEPARTMENT OF HEALTH, Alcohol and Drug Abuse Division, STATE OF HAWAII (hereinafter "STATE"), by its Division Chief, (hereinafter "CHIEF"), and County of Maui, (hereinafter "CONTRACTOR"), a Government Entity, under the laws of the State of Hawaii, whose business address and taxpayer identification numbers are as follows: 55 Mahalani Street, Wailuku, Hawaii, 96793-2530; Federal Tax ID # 99-6000618; State Tax ID # N/A.

RECITALS

A. The STATE is in need of the goods or services, or both, described in this MOA and its attachments. The CONTRACTOR is agreeable to providing the goods and services.

B. This MOA is for (check one box):

[] (1) an emergency procurement of goods and services;

[] (2) a small purchase procurement of goods and services; or

[X] (3) a procurement expenditure of public funds for goods and

services that is expressly exempt from public bidding by section 103D-102(b), HRS.

C. Money is available to fund this MOA in the following amounts:

(1) State \$11,000.00 [X] general or [] special

(2) Federal \$ N/A

NOW, THEREFORE, in consideration of the promises contained in this MOA, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods and services set forth in Attachment 1, which is hereby made a part of this MOA.

2. Time of Performance. The performance required of the CONTRACTOR under this MOA shall be completed in accordance with the Time Schedule set forth in Attachment 2, which is hereby made a part of this MOA.

COPY

3. **Compensation.** The CONTRACTOR shall be compensated in accordance with the Compensation and Payment Schedule set forth in Attachment 3, which is hereby made a part of this MOA.

4. **Other Terms and Conditions.** Any other applicable terms and conditions set forth in Attachment 4, if attached, is hereby made a part of this MOA.

IN VIEW OF THE ABOVE, the parties execute this MOA by their signatures, on the dates below, to be effective as of the date first above written.

STATE
By [Signature]
Print Name Janelle Saucedo
Title Administrator
Date 8/9/19

CONTRACTOR
By [Signature]
Print Name TIVOLI S. FAGUNDI
Title CHIEF OF POLICE
Date 7/31/19

SCOPE OF SERVICES

This Memorandum of Agreement sets forth the responsibilities and finances for a cooperative agreement between the County of Maui, Maui County Police Department ("CONTRACTOR") and the Department of Health, Alcohol and Drug Abuse Division, State of Hawaii ("STATE") to enforce Section 712-1258, Hawaii Revised Statutes, the state law prohibiting tobacco sales to minors.

- 1. The CONTRACTOR shall:**
 - a. In collaboration with the University of Hawaii, Office of Public Health Studies ("UH") conduct a minimum of three (3) enforcement operations using plain clothes officers to observe tobacco purchase attempts by minor volunteers and cite retail store personnel who are found making illegal sales to minors;**
 - b. Establish procedures to orient and supervise youth and adult volunteers to ensure their safety and compliance with operational procedures;**
 - c. Assign planning and supervisory staff to the project to ensure that operations are carried out in accordance with state law and the Maui County Police Department procedures;**
 - d. Provide the STATE with timely invoices on dates of operations, officer names, base salary rate, overtime-hourly rate, and overtime pay charged to this Agreement; and,**
 - e. Provide the STATE with timely information on dates of operations, number of sites inspected, and citations issued.**
- 2. The STATE, through a separate agreement with UH, shall:**
 - a. Recruit and train youth and adult volunteers to assist the CONTRACTOR;**
and,

b. Provide information to the CONTRACTOR on names and locations of retail outlets selling tobacco products in Maui County.

Attachment 2

TIME OF PERFORMANCE

The CONTRACTOR shall provide the services required under the MOA from September 3, 2019 to and including August 30, 2020, unless this MOA is extended or sooner terminated as hereinafter provided.

Attachment 3

COMPENSATION AND PAYMENT SCHEDULE

Upon receipt of a signed memorandum of agreement and a purchase order the CONTRACTOR shall invoice the STATE monthly for costs associated with the project, not to exceed ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) for the total amount of the MOA. The final invoice shall be submitted the STATE no later than September 30, 2020.

All invoices shall be sent to the Hawaii State Department of Health, Alcohol and Drug Abuse Division, 601 Kamokila Boulevard, Suite 360, Kapolei, Hawaii 96707.

OTHER TERMS AND CONDITIONS

Amendment Procedures. This Agreement may be amended through mutually agreeable written statements by both parties.

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11.205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Option to Extend. Unless terminated, this MOA may be extended by the State for a specified period of time not to exceed one (1) year or for not more than one (1) additional twelve (12) month period upon mutual agreement and the execution of a supplemental agreement. The MOA price may be adjusted at the beginning of the extension period and shall be subject to allotment and availability of funds.