

REQUEST FOR LEGAL SERVICES

RECEIVED

By Corporation Counsel at 7:32 am, Mar 25, 2025

Date: March 24, 2025

From: Tamara Paltin, Chair

Disaster Recovery, International Affairs, and Planning Committee

TRANSMITTAL

Memo to: DEPARTMENT OF THE CORPORATION COUNSEL

Attention: Michael J. Hopper, Esq. or Cody E. Minatodani, Esq.

Subject: **BILL 158 (2024), RELATING TO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KAUAI FOR FORENSIC TESTING SERVICES BETWEEN THE KAUAI POLICE DEPARTMENT AND THE MAUI POLICE DEPARTMENT** (DRIP-6)

Background Data: Please submit a proposed CD1 version of Bill 158 (2024), approved as to form and legality. Please label the bill as a CD1, remove the phrase "or the Mayor's authorized representative" from Section 2, strike "wai:misc:XXXbill01" from the document's coding, label the attached agreement as "Exhibit "1," update the year of the agreement's start date, and fill in the agreement's end date in Section VI (Term and Amendment). Please submit your response to drip.committee@mauicounty.us with a reference to DRIP-6.

Work Requested: ☐ FOR APPROVAL AS TO FORM AND LEGALITY

☒ OTHER: Proposed CD1 version of bill.

Requestor's signature

Tamara A. M. Paltin

Tamara Paltin, Chair

Contact Person

Jarret Pascual

(Telephone Extension: 7141)

☒ ROUTINE (WITHIN 15 WORKING DAYS)

☐ RUSH (WITHIN 5 WORKING DAYS)

☐ PRIORITY (WITHIN 10 WORKING DAYS)

☐ URGENT (WITHIN 3 WORKING DAYS)

☐ SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): _____

REASON: _____

FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO: MJH/CEM

ASSIGNMENT NO. 2025-0175

BY: maa

TO REQUESTOR: ☒ APPROVED ☐ DISAPPROVED ☐ OTHER (SEE COMMENTS BELOW)

☐ RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): _____

See updated/approved Bill No. 158 CD1 (2025).

DEPARTMENT OF THE CORPORATION COUNSEL

Date 06/02/2025

By MJH

(Rev. 7/03)

ORDINANCE NO. _____

BILL NO. **158, CD1** (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KAUA'I FOR
FORENSIC TESTING SERVICES BETWEEN THE KAUA'I POLICE
DEPARTMENT AND THE MAUI POLICE DEPARTMENT

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. The County of Maui and the County of Kaua'i seek to enter into an agreement for forensic testing services between the Kaua'i Police Department and the Maui Police Department, as described in the Memorandum of Agreement attached as Exhibit "1."

Section 2.20.020, Maui County Code, provides, "Unless authorized by ordinance, the mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof."

SECTION 2. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor to execute the Memorandum of Agreement and any amendments consistent with the purpose and scope of the Memorandum of Agreement that do not increase the County's financial obligation or the agreement's duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:

/s/ Michael J. Hopper

Department of the Corporation Counsel
County of Maui

drip:misc:006abill01:jpp

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Alice L. Lee".

ALICE L. LEE

Upon the request of the Mayor.

EXHIBIT "1"

MEMORANDUM OF UNDERSTANDING FOR FORENSIC TESTING SERVICES BETWEEN THE KAUAI POLICE DEPARTMENT AND THE MAUI POLICE DEPARTMENT

This Memorandum of Understanding ("MOU") is entered into by and between the Kauai Police Department ("KPD") of the County of Kauai and the Maui Police Department ("MPD") of the County of Maui to formalize the provision of forensic drug testing services by MPD for KPD.

This Memorandum of Understanding establishes the collaboration between KPD and MPD for forensic drug testing services, ensuring the integrity of evidence and the proper management of associated costs.

BACKGROUND:

The Kauai Police Department requires reliable forensic drug testing services to support criminal investigations and court cases within the County of Kauai. The Maui Police Department possesses the necessary expertise and laboratory resources to provide these services. This MOU outlines the terms and responsibilities associated with the provision of these services, including a required secondary technical review by Solutions for Quality Management.

TERMS OF AGREEMENT:

- I. Scope of Services:
 - A. MPD agrees to perform forensic drug testing for KPD at no direct cost to KPD.
 - B. The forensic testing will be conducted to support criminal investigations and legal proceedings within the County of Kauai.
- II. Responsibilities:
 - A. Maui Police Department (MPD):
 1. Conduct accurate and timely forensic drug testing.
 2. Adhere strictly to chain of custody protocols to maintain the integrity and admissibility of evidence.
 3. Provide KPD with comprehensive and reliable testing results.
 - B. Kauai Police Department (KPD):
 1. Provide MPD with necessary information, samples, and case details for testing that was agreed upon in advance with MPD and the County of Kauai Office of the Prosecuting Attorney.
 2. Ensure secure handling and transportation of evidence to MPD's laboratory facilities.

3. Accept / resume custody of all relative evidence back from MPD after sample testing is completed, analyzed, and verified.
4. Utilize the results in criminal court proceedings within the County of Kauai.

III. Chain of Custody Protocol:

Both KPD and MPD commit to maintaining a meticulous chain of custody for all evidence collected and tested. This includes detailed documentation of the custody, handling, and storage of physical evidence from collection through to presentation in court.

IV. Secondary Technical Review and Cost:

- A. MPD's forensic testing requires a secondary technical review by the private laboratory Solutions for Quality Management to ensure quality and compliance. There is a cost associated with the required secondary technical review.
- B. The per case cost for this secondary technical review will be the responsibility of KPD.
- C. KPD will procure the services of Solutions for Quality Management in accordance with Hawaii State Procurement Laws.

V. Invoicing and Payment:

- A. KPD will handle invoicing and payment directly with Solutions for Quality Management for the secondary technical review services; no aspect of invoicing or payment between KPD and Solutions for Quality Management will be the responsibility of MPD.
- B. KPD will reimburse MPD for the purchase of controlled reference standards if the case requires new standard(s) (not readily available in the MPD inventory) for the correct identification.
- C. Should MPD personnel be subpoenaed for trial and / or any other court hearing related to testing done by MPD, KPD shall be responsible for any and all associated costs, including, but not limited to, travel (e.g., airfare).

VI. Term and Amendment:

This MOU shall be effective from the date of the last signature hereto and shall remain in force for one calendar year therefrom. Any modifications or amendments to this agreement must be mutually agreed upon in writing by both parties.


VII. Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

Signatures:

In witness whereof, the undersigned representatives of the Kauai Police Department and the Maui Police Department have executed this Memorandum of Understanding.

COUNTY OF KAUAI:

 05/21/2025
for TODD RAYBUCK Date
Chief of Police
Kauai Police Department

Approved As to Form and Legality:

 05/21/2025
Date

Deputy County Attorney
County of Kauai

COUNTY OF MAUI:

RICHARD T. BISSEN, JR. Date
Mayor

Approval Recommended:

 5/28/25
JOHN PELLETIER Date
Chief of Police
Maui Police Department

Approved As to Form and Legality:

Date
Deputy Corporation Counsel
County of Maui

DRIP Committee

From: Melody A. Andrion <Melody.Andrion@co.maui.hi.us>
Sent: Monday, June 2, 2025 10:04 AM
To: DRIP Committee
Cc: Jarret P. Pascual; michael.hopper@co.maui.hi.us
Subject: DRIP-6 Proposed Bill 158 CD1 (2025) Forensic Testing Services KPD & MPD
Attachments: DRIP-6 2025-06-02 RAFL Closing Bill 158 CD1 (2025) Forensic Testing.pdf

Importance: High

See attached closing of RFLS received on 03/25/2025 regarding the subject matter (A Bill For An Ordinance Authorizing The Mayor To Enter Into An Intergovernmental Agreement with the County of Kauai for Forensic Testing Services between Kauai Police Department and the Maui Police Department) **BILL NO. 158, CD1 (2025)** e-signed by Michael Hopper.
Thanks!

NOTICE: The information in this transmittal (including attachments, if any) is privileged and confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of, the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.