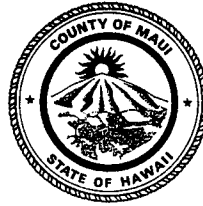


ALAN M. ARAKAWA
MAYOR



RECEIVED

KEITH A. REGAN
MANAGING DIRECTOR

2017 SEP -6 AM 9:45

OFFICE OF THE MAYOR

Ke'ena O Ka Meia

COUNTY OF MAUI - Kalana O Maui

OFFICE OF THE
COUNTY COUNCIL

REFERENCE NO. BD-BA 18-23

September 5, 2017

Honorable Alan Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Riki Hokama, Chair
Budget and Finance Committee
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Hokama:

SUBJECT: AMENDMENTS TO APPENDIX A, GRANT REVENUE – SCHEDULE OF GRANTS BY DEPARTMENTS AND PROGRAMS FOR FISCAL YEAR 2018 (BF-61)

On behalf of the Department of Public Works, I am transmitting the attached proposed bill for the purpose of adding a new grant appropriation entitled, "State of Hawaii Department of Health", in the amount of \$24,500 under Appendix A, Part I of the Fiscal Year 2018 Budget.

A copy of a Memorandum of Agreement between the State of Hawaii Department of Health, Chronic Disease Prevention and Health Promotion Division and the County of Maui is attached for your review. The MOA makes available \$24,500 in federal funds for training and capacity building for Maui County staff involved in implementing Complete Street policies and projects.

Thank you for your attention in this matter. Should you have any questions, please feel free to contact me at Ext. 7212.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynn A.S. Araki-Regan".

LYNN A.S. ARAKI-REGAN
Budget Director

Attachments (2)

cc: Keith Regan, Managing Director
Danny Agsalog, Director of Finance
David Goode, Director of Public Works

ORDINANCE NO. _____

BILL NO. _____ (2017)

A BILL FOR AN ORDINANCE AMENDING
THE FISCAL YEAR 2018 BUDGET FOR THE COUNTY OF MAUI
AS IT PERTAINS TO APPENDIX A, PART I, GRANT REVENUE -
SCHEDULE OF GRANTS BY DEPARTMENTS AND PROGRAMS,
DEPARTMENT OF PUBLIC WORKS
(STATE OF HAWAII DEPARTMENT OF HEALTH)

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

SECTION 1. Ordinance No. 4456, Bill No. 65 (2017), Draft 1, as amended, "Fiscal Year 2018 Budget", Appendix A, Part I, Grant Revenue - Schedule of Grants by Departments and Programs for Fiscal Year 2018, is hereby amended as it pertains to the Department of Public Works, by adding an appropriation for a grant entitled, "State of Hawaii Department of Health", in the amount of \$24,500, to read as follows:

"12. Department of Public Works

a. Federal Highway Administration, Federal-Aid and Other Transportation Grants	11,200,000
b. Hazard Mitigation Grant Program	150,000
c. Private Contributions	30,000
d. State of Hawaii Department of Transportation	1,200,000
e. State of Hawaii Department of Transportation – Safe Routes to School Program Special Fund	225,000
f. <u>State of Hawaii Department of Health</u>	<u>24,500</u> "

SECTION 2. Material to be repealed is bracketed. New material is underscored.

SECTION 3. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel

STATE OF HAWAII
DEPARTMENT OF HEALTH
INTERAGENCY
MEMORANDUM OF AGREEMENT

This Interagency Memorandum of Agreement (hereinafter "MOA"), executed on the respective date of the signature of the parties shown hereafter, is effective as of July 1, 2017, between the DEPARTMENT OF HEALTH, Chronic Disease Prevention and Health Promotion Division, STATE OF HAWAII (hereinafter "STATE"), by its Administrator, (hereinafter "CHIEF"), and Maui County Department of Public Works, (hereinafter "CONTRACTOR"), a county agency, under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows:

200 South High Street, Wailuku, Hawaii; Federal Tax ID #99-600-0618

RECITALS

- A. The STATE is in need of the goods and 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:
- (1) an emergency procurement of goods and services;
 - (2) a small purchase procurement of goods and services; or
 - (3) a procurement expenditure of public funds for goods and services that is expressly exempt from public bidding by section 103D-102(b), (3) HRS, because it is a contract to procure goods and services from a governmental body.
- C. Money is available to fund this MOA in the following amounts:
- (1) State \$ _____ general or special
 - (2) Federal \$ 24,500.00

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by representatives from the State and Contractor, 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.

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



(Signature)

Lola H. Irvin, M.Ed.

(Print Name)

Administrator, Chronic Disease Prevention and Health Promotion Division, Hawaii Department of Health

(Print Title)

6-30-2017

(Date)

CONTRACTOR

County of Maui

(Name of Contractor)

(Signature)

Alan Arakawa

(Print Name)

Mayor, County of Maui

(Print Title)


JUN 21 2017

(Date)

APPROVED AS RECOMMENDED


David C. Godde
Director, Department of Public Works

APPROVED AS TO FORM:


Deputy Corporation Counsel

SCOPE OF SERVICES

Project: Complete Streets training and capacity building for Maui County Staff (hereinafter "COUNTY STAFF") involved in implementing Complete Streets policy and projects. Complete Streets is defined as streets that are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

Description: The State Department of Health will provide funding to Maui County Department of Public Works (hereinafter "DPW") for the purpose of capacity building through training opportunities for COUNTY STAFF to implement Complete Streets principles and include design elements into planning, projects and programs.

As part of this agreement:

1. DPW may send COUNTY STAFF to specific training events where they will learn how to design and implement Complete Streets, to see completed projects and to meet and train with experts involved in the implementation of projects.
2. DPW may also bring experts to Hawaii to lead training exercises and provide recommendations for specific projects and locations.
3. DPW may also use funds for other COUNTY STAFF capacity building opportunities that shall be mutually agreed to by the DPW and STATE.
4. DPW agrees to participate in evaluation activities which may include and are not limited to: evaluation forms or surveys, and a phone call follow-up survey.
5. DPW will submit documentation of work completed including; reports on trainings, participation, trainer reports, and other documentation as attachments such as but not limited to, agendas, sign in sheets, and training presentations, that will show proof of work.

The result will be more capable COUNTY STAFF with the understanding and skills to carry out the requirements of state and local Complete Streets policies and provide internal training opportunities. Trained staff will become the “trainers” of other DPW staff as well as staff in other agencies and counties. The capacity building events will allow DPW to institutionalize internal capacity and sustainability in its complete streets implementation efforts.

TIME OF PERFORMANCE

1. The DPW shall provide the services required under this MOA from July 1, 2017 to and including January 1, 2018, unless this Agreement is extended or sooner terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.
2. Option to Extend Agreement. Unless terminated, this Agreement may be extended at no additional cost for not more than one (1) additional twelve (12) month period upon mutual agreement in writing at least thirty (30) days prior to expiration of this Agreement and execution of a modification to the Agreement. This Agreement may be extended providing that the terms and conditions are mutually acceptable. The DPW or the STATE may terminate the extended Agreement at any time upon thirty (30) days prior written notice.

COMPENSATION AND PAYMENT SCHEDULE

In full consideration for the services performed by the DPW under this MOA, the STATE agrees, subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, and subject to the availability of Federal funds, to pay to the DPW a total sum of money not to exceed TWENTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$24,500.00), in accordance with and subject to the following:

- a. Payment shall be made on a quarterly basis upon submission by the DPW of an invoice for the services to be provided in accordance with Attachment 1, "Scope of Services".
- b. The DPW shall submit to the STATE a final report providing an update and listing of trainings and numbers trained at the end of the project. The level of detail required on the final report shall be mutually agreed to by the DPW and STATE.
- c. Completion of this Agreement shall include submission and acceptance of a final report by the DPW to the STATE, and resolution of all discrepancies in expenditures or performance of services.
- d. In the event there is or are no Federal or Special funds available, to provide or complete the goods and/or services agreed to, the STATE and CONTRACTOR agree that the CONTRACTOR is no longer obligated to provide or complete any goods and/or services as described in the MOA.

SPECIAL CONDITIONS

1. The DPW may subcontract any portion of the services to be provided to the STATE in accordance with established procurement statutes, administrative rules, policies and procedures that govern the DPW's subcontracting practices, and any other applicable laws. Any subcontracting under this Agreement shall be reported in writing to the STATE.
2. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement shall be made by written amendment to this Agreement, signed by the STATE and the DPW.
3. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i, to include but is not limited to the Revised Ordinances of Honolulu and related rules and regulations.
4. In the event that a court declares any provision of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.