

ORDINANCE NO. _____

BILL NO. 158 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KAUAI FOR FORENSIC TESTING SERVICES BETWEEN THE KAUAI 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 Kauai seek to enter into an agreement for forensic testing services between the Kauai 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 or the Mayor’s authorized representative 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:

Department of the Corporation Counsel
County of Maui

wai:misc:XXXbill01

INTRODUCED BY:

**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 this _____ day of _____, 2024, 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 expenses (e.g., airfare).

VI. Term and Amendment:

This MOU shall be effective from the date of signing and shall remain in force until _____. 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.

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



TODD RAYBUCK
Chief of Police
Kauai Police Department

Approved As to Form and Legality:




Deputy County Attorney
County of Kauai

COUNTY OF MAUI

RICHARD T. BISSEN, JR.
Mayor

Approval Recommended:



JOHN PELLETIER
Chief of Police
Maui Police Department

Approved As to Form and Legality:

CODY MINATODANI
Deputy Corporation Counsel
County of Maui

INTRODUCED BY:

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

ALICE L. LEE

Upon the request of the Mayor.