

ALAN M. ARAKAWA  
MAYOR  
Iu  
OUR REFERENCE  
YOUR REFERENCE

**POLICE DEPARTMENT**  
COUNTY OF MAUI

55 MAHALANI STREET  
WAILUKU, HAWAII 96793  
(808) 244-6400  
FAX (808) 244-6411  
August 17, 2017



RECEIVED  
2017 AUG 22 AM 9:59  
OFFICE OF THE MAYOR  
TIVOLI S. FAAUMU  
CHIEF OF POLICE  
DEAN M. RICKARD  
DEPUTY CHIEF OF POLICE

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

For transmittal to:

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

RECEIVED  
2017 AUG 23 AM 9:35  
OFFICE OF THE  
COUNTY CLERK

APPROVED FOR TRANSMITTAL  
*Al Arakawa* 8/22/17  
Mayor Date

Dear Chair White and Members:

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII,  
DEPARTMENT OF HEALTH

We are hereby transmitting a bill for an ordinance authorizing the Mayor of the County of Maui to enter into an intergovernmental agreement with the State of Hawaii, Department of Health. Exhibit "1" is the Memorandum of Agreement (MOA) between the Department of Health and the County of Maui for the enforcement of the state law prohibiting tobacco and electronic smoking devices sales to persons under the age of twenty-one. The MOA is from September 1, 2017 to August 31, 2018 for \$8,000.00.

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. Faumu*  
TIVOLI S. FAAUMU  
Chief of Police

COUNTY COMMUNICATION NO. 17-351

ORDINANCE NO. \_\_\_\_\_

BILL NO. \_\_\_\_\_ (2017)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
WITH THE STATE OF HAWAII, DEPARTMENT OF HEALTH

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

SECTION 1. The State of Hawaii, Department of Health, (DOH) has partnered with the Maui Police Department (MPD) to enforce state laws prohibiting sale of tobacco and electronic smoking devices to persons under the age of twenty-one through a Memorandum of Agreement. DOH provides annual grant funds to implement this program. The Memorandum of Agreement, attached hereto as Exhibit "1", reduces the minimum number of enforcement operations per year from four to three, and updates the governing Hawaii Revised Statutes Section to 712-1258. MPD desires to continue performing this program in partnership with DOH as long as DOH grants annual funds as reflected in the County's annual budget ordinance.

Section 2.20.020, Maui County Code, provides that, 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. Council Authorization. The Council hereby authorizes the Mayor, on behalf of the County of Maui, through the Chief of Police, to execute the Memorandum of Agreement with the Department of Health, and all amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:

A handwritten signature in black ink, appearing to read "J. L. Sheppard", is written over a horizontal line.

JERRIE L. SHEPPARD  
Deputy Corporation Counsel  
County of Maui  
LF 2017-0689

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DEPARTMENT OF HEALTH AND THE COUNTY OF MAUI  
FOR THE ENFORCEMENT OF THE STATE LAW PROHIBITING TOBACCO  
AND ELECTRONIC SMOKING DEVICES SALES  
TO PERSONS UNDER THE AGE OF TWENTY-ONE**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA"), executed on the respective date of the signatures of the parties shown hereafter, is effective as of September 1, 2017, between the DEPARTMENT OF HEALTH, CHRONIC DISEASE PREVENTION AND HEALTH PROMOTION DIVISION (hereinafter "CDPHPD"), by its CHRONIC DISEASE PREVENTION AND HEALTH PROMOTION DIVISION ADMINISTRATOR (hereinafter "ADMINISTRATOR"), and the Maui County Police Department (hereinafter "CONTRACTOR"), a local government body, under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: **55 Mahalani Street, Wailuku, Hawaii 96793-2530, taxpayer identification number # 99-6000618.**

**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
- (3) a procurement expenditure of public funds for goods and services

that is expressly exempt from public bidding by Section 103D-102(b), Hawaii Revised Statutes.

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

- (1) State \$8,000.00  General or  Special

DOH REF. NO TPEP18M

1

DOH-MOA

**EXHIBIT " 1 "**

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by CDPHPD, 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 of Performance 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, are hereby made a part of this MOA.

5. Budget. The budget for the provision of enforcement for retail tobacco outlets from September 1, 2017 to August 31, 2018 set forth in the Budget, Attachment 5, 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 of the first above written.

STATE

By: \_\_\_\_\_

Print Name: Lola Irvin

Title: CDPHPD Administrator

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Print Name: Alan Arakawa

Title: Mayor

Date: \_\_\_\_\_

Recommended Approval:

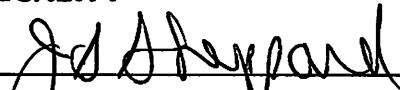
By: 

Print Name: Tivoli Faamu

Title: Chief of Police

Date: 8/16/17

APPROVED AS TO FORM  
AND LEGALITY

By: 

Print Name: Jerrie Sheppard

Title: Deputy Corporation Counsel

Date: 8/14/2017

## 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 (the “CONTRACTOR”) and the State of Hawaii, Department of Health, Chronic Disease Prevention and Health Promotion Division (“CDPHPD”) to enforce Chapter 712.1258, HRS, the State law prohibiting tobacco and electronic smoking device sales to any person under the age of twenty-one (21) years.

The CONTRACTOR shall:

- a. Conduct a minimum of three (3) enforcement operations using plain clothes officers to observe tobacco and electronic smoking device purchase attempts by underage participants and cite retail store personnel who are found making illegal sales to persons under the age of twenty-one (21) years;
- 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 CDPHPD 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 CDPHPD with timely information on dates of operations, number of sites inspected and citations issued.

CDPHPD, through a separate agreement with the University of Hawaii, shall:

- a. Recruit and train underage and adult participants to assist the CONTRACTOR;  
and
- b. Provide information to the CONTRACTOR on names and locations of retail outlets selling tobacco products and electronic smoking devices in Maui County.



**TIME OF PERFORMANCE**

The CONTRACTOR shall provide the services required under this MOA from September 1, 2017 to and including August 31, 2018, unless this MOA is sooner terminated.

**COMPENSATION AND PAYMENT SCHEDULE**

Upon receipt of a signed memorandum of agreement by the ADMINISTRATOR, the CONTRACTOR shall submit monthly invoices to CDPHPD for costs associated with this MOA, the total sum of which shall not exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00). This final invoice shall be submitted to CDPHPD no later than September 1, 2018.

All invoices shall be sent to:

Department of Health  
Chronic Disease Prevention and Health Promotion Division  
Attn: Tobacco Prevention and Education Program  
1250 Punchbowl Street Rm. 217  
Honolulu, Hawaii 96813.

**OTHER TERMS AND CONDITIONS**

Amendment Procedures. All amendments to this Agreement shall be made in writing and mutually agreed upon by the CONTRACTOR and CDPHPD.

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 general funds.

**BUDGET**

September 1, 2017 to August 31, 2018

Provide enforcement of retail tobacco outlets in the County of Maui for enforcing the prohibition of tobacco and electronic smoking devices sales to persons under twenty-one (21) years of age.	\$8,000.00
---	------------

SOURCE OF FUNDS:  
G 18 101 H 064 590 GR