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COUNTY COUNCIL
COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.MauiCounty.us

February 26, 2019

Mr. Michael Miyamoto, Director
Department of Environmental Management
County of Maui
Wailuku, Hawaii 96793

Dear Mr. Miyamoto:

**SUBJECT: INTERGOVERNMENTAL AGREEMENTS WITH
STATE DEPARTMENT OF HEALTH RELATING TO
CONTRACTS FOR GLASS RECYCLING AND E-
WASTE (EACP-21)**

At its meeting of February 15, 2019, reconvened on February 22, 2019, the Council referred County Communication 19-85 to its Environmental, Agricultural, and Cultural Preservation Committee.

The communication from you transmits a proposed bill entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF HAWAII DEPARTMENT OF HEALTH RELATING TO CONTRACTS FOR GLASS RECYCLING AND E-WASTE."

May I please request your written response to the following:

1. The contracts attached as Exhibits "A" (electronic device recycling) and "B" (glass recycling) are effective July 1, 2018. What is the reason for the delay in seeking Council authorization for the Mayor to enter into the contracts?
2. Has work under either contract been performed despite the lack of an authorizing ordinance?
3. If so, has the County issued invoices to the State for either contract or accrued charges to prospectively invoice the State for

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- services rendered under either contract? Has the County provided any quarterly reports as required by the contracts?
4. If work under the contracts has not been performed, what adjustments will need to be made to funds recognized in the Fiscal Year 2019 Budget for the services contemplated by these contracts?
 5. How much has the County paid its vendors for performing these services? Are the contracts with the State essential to continue the services through the remainder of the fiscal year?
 6. If the State previously did not require the County to be bound by provisions relating to defense and indemnification, but is now requiring the County to agree to these provisions, is the Department still supportive of these contracts? May the County require its vendors performing the services contemplated by these contracts to defend and indemnify the State?

I would appreciate receiving your response by **Friday, March 8, 2019**. To ensure efficient processing, please include the relevant Committee item number in the subject line of your response.

Should you have any questions, please contact me or the Committee staff (Carla Nakata at ext. 7659, Kasie Apo-Takayama at ext. 7665, or Nicole Siegel at ext. 8008).

Sincerely,



SHANE M. SINENCI, Chair
Environmental, Agricultural, and
Cultural Preservation Committee

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cc: Mayor Michael P. Victorino
Richelle Thomson, Deputy Corporation Counsel