



POLICE DEPARTMENT

COUNTY OF MAUI



MICHAEL P. VICTORINO
MAYOR
MM/me
OUR REFERENCE
YOUR REFERENCE

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

JOHN PELLETIER
CHIEF OF POLICE

CHARLES L. HANK III
DEPUTY CHIEF OF POLICE

December 22, 2021

Ms. Michele Yoshimura *my*
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For transmittal to:

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

Dear Chair Lee and Members:

SUBJECT: DEPARTMENT OF HEALTH (DOH) GRANTS

In accordance with Ordinance No. 5217, Bill 46 (2021) Draft 1 Fiscal Year 2022 Budget, we are hereby transmitting to you a copy of the MOU with the Department of Health, Alcohol and Drug Abuse Division for the Prohibiting Tobacco Sales to Persons Under the Age of Twenty-One program for the period of September 01, 2021 to August 31, 2022 in the amount of \$11,000.00.

Thank you for your attention to this matter. If you have any questions, please feel free to contact our accountant, Mary Eusebio, at ext. 6309.

Sincerely,

JOHN PELLETIER
Chief of Police

Enclosures

RECEIVED
DEC 30 AM 10:34
OFFICE OF THE
COUNTY CLERK

APPROVED FOR TRANSMITTAL

Michael P Victor 12/27/21
Mayor Date

COUNTY COMMUNICATION NO. 22-1

**STATE OF HAWAII
DEPARTMENT OF HEALTH
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA"), executed on the respective date of the signatures of the parties shown hereafter, is effective as of September 01, 2021, between the DEPARTMENT OF HEALTH, Alcohol and Drug Abuse Division, STATE OF HAWAII (hereinafter "STATE"), by its Acting Administrator, (hereinafter "CHIEF"), and County of Maui, Maui County Police Department, (hereinafter "CONTRACTOR"), a Government Entity, under the laws of the State of Hawaii, whose business address and taxpayer identification numbers are as follows: 55 Mahalani Street, Wailuku, Hawaii, 96793-2530; Federal Tax ID # 99-6000618; State Tax ID # N/A.

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), HRS.

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

(1) State \$11,000.00 ☒ general or ☐ special
(2) Federal \$ N/A

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, 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

By DEPR

Print Name Amahan Aiona

Title Acting Administrator

Date 5/4/21

CONTRACTOR

By Tivoli S. Faumu

Print Name TIVOLI S. FAUMU

Title CHIEF OF POLICE

Date 04/26/2021

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 ("CONTRACTOR") and the Department of Health, Alcohol and Drug Abuse Division, State of Hawaii ("STATE") to enforce Section 712-1258, Hawaii Revised Statutes, the state law prohibiting tobacco sales to minors.

1. The CONTRACTOR shall:

- a. In collaboration with the University of Hawaii, Office of Public Health Studies ("UH") conduct a minimum of three (3) enforcement operations using plain clothes officers to observe tobacco purchase attempts by minor volunteers and cite retail store personnel who are found making illegal sales to minors;
- 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; and,
- d. Provide the STATE with timely invoices on dates of operations, officer names, base salary rate, overtime-hourly rate, and overtime pay charged to this Agreement.
- e. Provide the STATE with timely information on dates of operations, number of sites inspected, and citations issued.

2. The STATE, through a separate agreement with UH, shall:

- a. Recruit and train youth and adult volunteers to assist the CONTRACTOR;
- and,
- b. Provide information to the CONTRACTOR on names and locations of retail outlets selling tobacco products in Maui County.

TIME OF PERFORMANCE

The CONTRACTOR shall provide the services required under the MOA from September 1; 2021 to and including August 31, 2022, unless this MOA is extended or sooner terminated as hereinafter provided.

COMPENSATION AND PAYMENT SCHEDULE

Upon receipt of a signed memorandum of agreement and a purchase order the CONTRACTOR shall invoice STATE monthly for costs associated with the project, not to exceed ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) for the total amount of the MOA. The final invoice must be submitted to ADAD no later than August 31, 2022.

All invoices shall be sent to the Hawaii Department of Health, Alcohol and Drug Abuse Division, 601 Kamokila Boulevard, Suite, 360, Kapolei, Hawaii 96707.

OTHER TERMS AND CONDITIONS

Amendment Procedures. This Agreement may be amended through mutually agreeable written statements by both parties.

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 funds.

Counterparts and Electronic Signatures. This Contract may be executed in counterparts and by facsimile or any electronic means, each of which shall be an original instrument and all of which shall together constitute one and the same agreement and shall be fully binding and effective for all purposes.