

ALAN M. ARAKAWA  
MAYOR

OUR REFERENCE  
GT/lu  
YOUR REFERENCE

# POLICE DEPARTMENT

## COUNTY OF MAUI

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

November 22, 2016



TIVOLI S. FAAUMU  
CHIEF OF POLICE

DEAN M. RICKARD  
DEPUTY CHIEF OF POLICE

2016 NOV 25 AM 9:44

OFFICE OF THE MAYOR

RECEIVED  
2016 NOV 29 AM 9:29  
OFFICE OF THE  
COUNTY CLERK

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

APPROVED FOR TRANSMITTAL

*Alan Arakawa* 11/24/16  
Mayor Date

Dear Chair White and Members:

SUBJECT: PROHIBITING TOBACCO SALES TO PERSONS UNDER TWENTY-ONE

In accordance with Ordinance No. 4334, Bill 62 (2016) Fiscal Year 2017 Budget, we are hereby transmitting to you a copy of the MOU with the Department of Health, Chronic Disease Prevention and Health Promotion Division for the Prohibiting Tobacco Sales to Persons Under the Age of Twenty-One program for the period of September 1, 2016 to August 31, 2017 in the amount of \$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. Faaumua*  
TIVOLI S. FAAUMU  
Chief of Police

cc: Sananda K. Baz, Budget Director

COUNTY COMMUNICATION NO. 16-314

**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, 2016, 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"), a governmental body, a governmental body 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  
[ X ] (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:

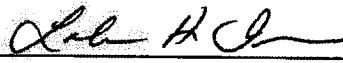
(1) State \$8,000.00 [ X ] General or [     ] Special

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 Amendment 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.

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

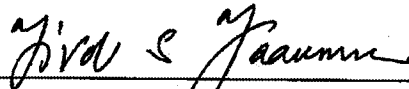
By: 

Print Name: Lola Irvin

Title: CDPHPD Administrator

Date: 8-01-14

CONTRACTOR

By: 

Print Name: Yivoli Faaumu

Title: Chief of Police

Date: 7/26/16

## 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 Section 709-908 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 four (4) 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 be responsible for:

- (1) Recruiting and training underage and adult participants to assist the CONTRACTOR and,
- (2) Providing 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 the MOA from September 1, 2016 to and including August 31, 2017, unless this MOA is sooner terminated.

**COMPENSATION AND PAYMENT SCHEDULE**

Upon receipt of a signed memorandum of agreement, the CONTRACTOR shall invoice CDPHPD monthly for costs associated with this project, not to exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) of General Funds for the total amount of the MOA. The final invoice must be submitted to CDPHPD no later than September 1, 2017.

## **OTHER TERMS AND CONDITIONS**

**Amendment Procedures.** This Agreement may be amended through mutually agreeable written statements.

**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, 2016 to August 31, 2017

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 17 101 H 064 590 GR