

ALAN M. ARAKAWA
Mayor

STEWART STANT
Director

MICHAEL M. MIYAMOTO
Deputy Director



MICHAEL P. RATTE
Solid Waste Division

ERIC NAKAGAWA, P.E.
Wastewater Reclamation Division

**COUNTY OF MAUI
DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**
2050 MAIN STREET, SUITE 2B
WAILUKU, MAUI, HAWAII 96793

May 23, 2018

RECEIVED
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OFFICE OF THE
COUNTY COUNCIL

Mr. Sananda Baz
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL
Alan Arakawa 6/6/18
Mayor Date

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

For Transmittal to:

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

RECEIVED
2018 JUN -7 PM 12:27
OFFICE OF THE
COUNTY CLERK

Dear Chair White:

**SUBJECT: DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
ELECTRONICS PROGRAM STATE GRANT, FISCAL YEAR 2018
FOR \$45,000**

In accordance with Ordinance No. 4456, we are hereby transmitting to you a copy of the Memorandum of Understanding grant award from the State of Hawaii, Department of Health, for the Environmental Protection & Sustainability's E-Cycling program.

Should you have any questions, please contact Michael Miyamoto at ext. 8230.

Sincerely,

Stewart Stant
Stewart Stant
Director of Environmental Management

COUNTY COMMUNICATION NO. 18-212

**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 April 01, 2018, between the DEPARTMENT OF HEALTH, Environmental Management Division, STATE OF HAWAII (hereinafter "STATE"), by its Director, (hereinafter "CHIEF"), and County of Maui, (hereinafter "CONTRACTOR"), a Government Entity, under the laws of the State of Hawaii, whose business address and taxpayer identification numbers are as follows: Department of Environmental Management, Recycling Section, 200 South High Street #2B, Wailuku, Hawaii, 96793; 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 \$45,000.00 ☐ 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 [Signature]

Print Name Lem Lchinstano

Title Actg SMD Chief

Date 03/29/18

APPROVED AS TO FORM
AND LEGALITY

[Signature]

Deputy Corporation Counsel
County of Maui

CONTRACTOR

By [Signature]

Print Name Mark R. Walker

Title Director of Finance

Date March 16, 2018

SCOPE OF SERVICES

1. The CONTRACTOR shall provide community collection services to obtain Covered Electronic Devices (“CEDs”) and Covered Televisions (“CTVs”) under the Electronic Waste and Television Recycling and Recovery Act. Collection and associated services shall include, but not be limited to, the following:
 - a. Collections conducted under this MOA shall be open to all entities covered by the Electronic Waste and Television Recycling and Recovery Act;
 - b. Ensure that all collected CEDs and CTVs are transported to an e-Stewards or R2 Certified electronics recycler.
 - c. Ensure that all collected CEDs and CTVs are properly recycled by an e-Stewards or R2 Certified electronics recycler.
 - d. Collect and compile data on the total weights of CEDs and CTVs collected.
 - e. Comply with all applicable rules and regulations, including the Hawaii Administrative Rules (HAR), the Hawaii Revised Statutes (HRS), and their federal counterparts. In the event that a state or federal agency determines that the CONTRACTOR or their subcontractor has violated any state or federal law, the DOH may terminate this MOA.
2. The CONTRACTOR shall submit a comprehensive workplan and budget to the STATE, for the STATE’s review and approval, within fourteen (14) calendar days of the execution of this MOA. The budget shall include, but not be limited to, amounts allocated for personnel, advertising, rent, and shipping/transportation. The workplan shall include, but not be limited to:
 - a. A description of the services planned under this MOA. The description shall include an overview of how electronics will be collected for recycling, who will collect the electronics for recycling, and where the electronics will be sent for recycling;
 - b. Name and qualifications of any subcontractors that will be paid under this MOA. Also provide contact (phone number, email) details for each subcontractor;
 - c. A listing of all electronic recycling collection locations that includes the address of each collection location, hours and days of operation for each collection location, phone number for each collection location, any fees charged for electronics recycling, and name of the contact person for each collection location; and
3. The CONTRACTOR shall provide the STATE prior notification and receive approval from the STATE prior to making any changes to any items included in the submitted workplan and budget (item #2).
4. The CONTRACTOR shall assist the STATE with providing educational and outreach support to promote the Electronic Waste and Television Recycling and Recovery Act and recycling of CEDs and CTVs. Assistance shall include, but not be limited to, promotion of community collection services through use of television, radio, newspaper, internet, informational fliers, or other means, as appropriate.

5. The CONTRACTOR shall prepare and submit a final report by October 15, 2018. The report shall include, but not be limited to, the following:
 - a. Description of work completed;
 - b. Data to be collected include:
 1. Total pounds of CEDs collected and total pounds of CTVs collected.
 - c. Summary of all expenditures during the quarter and copies of all timesheets, invoices, and receipts for which reimbursement is requested; and
 - d. Copies of all bills of lading and certificates of recycling that show collected CEDs and CTVs were transported to and recycled by an e-stewards or R2 Certified recycler.

TIME OF PERFORMANCE

The CONTRACTOR shall provide the services required under this MOA from April 1, 2018, to and including June 30, 2018, unless this MOA is sooner terminated as hereinafter provided.

COMPENSATION AND PAYMENT SCHEDULE

In full consideration for the services performed by the CONTRACTOR under this MOA, the STATE agrees, subject to the allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, to pay to the CONTRACTOR a total sum of money not to exceed FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) of special funds, which shall be paid in accordance with and subject to the following:

- a. Payments shall be made upon the submission by the CONTRACTOR of a final invoice for the services to be provided in accordance with the "Scope of Services" and in accordance with the costs identified in the Budget attached hereto as Exhibit "A" and made a part of this MOA. In addition, the CONTRACTOR shall submit a STATE approved detailed Budget no later than fourteen (14) days after execution of this MOA, and failure to comply may result in the withholding of payments to the CONTRACTOR.
- b. The CONTRACTOR shall submit a final invoice along with the final report as identified in "Scope of Services." Invoice shall be accompanied by expenditure reports for the billing period and certified by the CONTRACTOR to contain expenditures actually incurred for the services provided under this MOA.
- c. The expenditure reports shall be reviewed by the STATE and shall be subject to the STATE's preliminary determination of appropriateness and allowability of the reported expenditures. The STATE's preliminary determination of appropriateness and allowability of the reported expenditures shall be subject to later verification and subsequent audit.
- d. If an amount of reported expenditures is preliminarily determined by the STATE to be inappropriate and unallowable, the STATE may withhold payment of the amount of moneys equivalent to the questioned expenditures until later resolution of the discrepancy by audit or other means. If, after payment of the last installment, investigation and examination reveal additional expenditures that are determined by the STATE to be inappropriate and unallowable, the STATE may require that an equivalent amount of moneys be refunded by the CONTRACTOR, notwithstanding the STATE's preliminary determination of appropriateness and allowability. An amount of moneys to be refunded by the CONTRACTOR may be offset against the amount of moneys withheld by the STATE in determining the amount of the final payment to be made to the CONTRACTOR in final settlement of this MOA. Final settlement of this MOA shall include submission and acceptance of all reports and other materials to be submitted by the CONTRACTOR to the STATE, resolution of all discrepancies in expenditures or performance of services, and completion of all other outstanding matters under this MOA.

- e. The Final Invoice shall be submitted to the STATE by October 15, 2018. No payment shall be made if invoices are received by the STATE after October 15, 2018.

Attachment 4

OTHER TERMS AND CONDITIONS

No other terms and conditions are included as a part of this MOA.

BUDGET

From April 1, 2018 to June 30, 2018

E-waste Community Collections Programs \$45,000.00

FUNDING LIMITS

FY 2018 FUNDING LIMIT \$45,000.00

TOTAL STATE FUNDS: \$45,000.00

TOTAL NOT-TO-EXCEED: \$45,000.00

SOURCE OF FUNDS: S-18-319-H-000331-00-372 \$45,000.00

LIMITED DISTRIBUTION

COUNTY OF MAUI
FY 2018 COUNCIL ADOPTED BUDGET
EXPLANATION OF CHANGES TO OPERATIONS FOR GRANT REVENUE

Department Environmental Management

Program ENVIRONMENTAL PROTECTION AND SUSTAINABILITY PROGRAM

Fund Special Revenue Fund

Sub-Fund Grant Revenue Fund

Index Code	Sub-Object Code/Description	FY 2016 Actual	FY 2017 Adopted	FY 2018 Proposed	FY 2018 Adopted	EXPLANATION OF CHANGES
166710 ELECTRONICS PROGRAM						
166710	6317 County grant subsidy	\$50,000			\$0	
Total	166710 ELECTRONICS PROGRAM	\$50,000	\$0	\$0	\$0	
166709 GLASS RECOVERY PROGRAM						
166709	6317 County grant subsidy	\$55,333			\$0	
Total	166709 GLASS RECOVERY PROGRAM	\$55,333	\$0	\$0	\$0	
xxxxxx DEPOSIT BEVERAGE CONTAINER PROGRAM						
xxxxxx	6221 Miscellaneous Other Costs			\$50,000	\$50,000	Anticipated FY 2018 grant award for Deposit Beverage Container HI-5 Program.
Total	xxxxxx DEPOSIT BEVERAGE CONTAINER PROGRAM	\$0	\$0	\$50,000	\$50,000	
xxxxxx ELECTRONIC DEVICE RECYCLING						
xxxxxx	6400 Grant appropriations			\$400,000	\$400,000	Anticipated FY 2018 grant award for E-Waste Recycling Program.
Total	xxxxxx ELECTRONIC DEVICE RECYCLING	\$0	\$0	\$400,000	\$400,000	
xxxxxx GLASS RECOVERY PROGRAM						
xxxxxx	6317 County grant subsidy		\$83,000	\$110,000	\$110,000	Increase based on anticipated grant award.
Total	xxxxxx GLASS RECOVERY PROGRAM	\$0	\$83,000	\$110,000	\$110,000	
xxxxxx RECYCLING PROGRAM LANDFILL DIVERSION						
xxxxxx	6317 County grant subsidy		\$300,000	\$300,000	\$300,000	
Total	xxxxxx RECYCLING PROGRAM LANDFILL DIVERSION	\$0	\$300,000	\$300,000	\$300,000	
TOTAL	ENVIRONMENTAL PROTECTION AND SUSTAINABILITY PROGRAM	\$105,333	\$383,000	\$860,000	\$860,000	