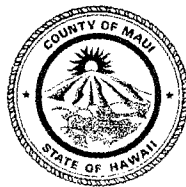


Michael P. Victorino
Mayor

Sananda K. Baz
Managing Director



OFFICE OF THE MAYOR
COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov

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COUNTY COUNCIL
REFERENCE NO. BDBA 19-88

May 9, 2019

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

APPROVED FOR TRANSMITTAL

Michael P. Victorino 5/9/19

Mayor Date

For Transmittal to:

Honorable Keani Rawlins-Fernandez, Chair
Economic Development and Budget Committee
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Rawlins-Fernandez:

**SUBJECT: AMENDMENT TO APPENDIX A, GRANT REVENUE -
SCHEDULE OF GRANTS AND RESTRICT USE REVENUES
BY DEPARTMENT AND PROGRAMS FOR FISCAL YEAR
2019 (EDB-157)**

On behalf of the Department of Planning, I am transmitting the attached proposed bill for the purpose of adding an appropriation of \$45,000 from the State of Hawaii, Department of Health for Complete Streets Training. The acceptance of the grant would allow for reimbursement for employee participation of conferences and workshops.

Attached for your information is a copy of a draft Memorandum of Agreement between the State of Hawaii, Department of Health, Chronic Disease Prevention and Health Promotion Division and County of Maui.

Thank you for your attention in this matter. Should you have any questions, please feel free to contact me at ext. 7212.

Sincerely,

Michele M. Yoshimura

MICHELE M. YOSHIMURA
Budget Director

Attachments

cc: Michele McLean, Planning Director

ORDINANCE NO. _____

BILL NO. _____ (2019)

A BILL FOR AN ORDINANCE AMENDING
THE FISCAL YEAR 2019 BUDGET FOR THE COUNTY OF MAUI
AS IT PERTAINS TO APPENDIX A, PART I,
GRANTS AND RESTRICTED USE REVENUES - SCHEDULE OF GRANTS AND
RESTRICTED USE REVENUES BY DEPARTMENTS AND PROGRAMS,
DEPARTMENT OF PLANNING
(STATE OF HAWAII DEPARTMENT OF HEALTH,
COMPLETE STREETS TRAINING)

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

SECTION 1. Ordinance No. 4861, Bill No. 57 (2018), as amended, "Fiscal Year 2019 Budget", Appendix A, Part I, Grants and Restricted Use Revenues – Schedule of Grants and Restricted Use Revenues by Departments and Programs for Fiscal Year 2019, is hereby amended as it pertains to the Department of Planning, by adding an appropriation entitled, "State of Hawaii Department of Health, Complete Streets Training", in the amount of \$45,000, to read as follows:

"8. Department of Planning

- | | |
|--|----------------|
| a. Certified Local Government (CLG) Program | 25,000 |
| b. Coastal Zone Management Program | 414,005 |
| (1) Provided, that disbursement for salaries and premium pay is limited to 4.0 LTA equivalent personnel. | |
| c. <u>State of Hawaii Department of Health, Complete Streets Training</u> | <u>45,000"</u> |

SECTION 2. New material is underscored.

SECTION 3. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel

**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 15, 2019, between the DEPARTMENT OF HEALTH, Chronic Disease Prevention and Health Promotion Division, STATE OF HAWAII (hereinafter "STATE"), by its Lola H. Irvin, (hereinafter "CHIEF"), and Maui County Planning Department, (hereinafter "CONTRACTOR"), a Government Entity, under the laws of the State of Hawaii, whose business address and taxpayer identification numbers are as follows: One Main Plaza, 2200 Main Street, Wailuku, Hawaii, 96793; Federal Tax ID # 99-6000061; 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 _____
Print Name _____
Title _____
Date _____

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

SCOPE OF SERVICES

Project: Complete Streets training and capacity building for Maui County Planning Department Staff (hereinafter "COUNTY STAFF") involved in implementing Complete Streets policy and projects. Complete Streets is defined as streets that are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities.

Description: The STATE shall provide funding to the CONTRACTOR for the purpose of capacity building through training opportunities for COUNTY STAFF to implement Complete Streets principles and include design elements into planning, projects and programs.

As part of this agreement:

1. The CONTRACTOR shall provide monthly updates, in writing, on budget and workplan details to be approved by the STATE before funds are expended.
2. The CONTRACTOR may send COUNTY STAFF to specific training events where they will learn how to design and implement Complete Streets, to see completed projects and to meet and train with experts involved in the implementation of projects.
3. The CONTRACTOR may also bring experts to Hawaii to lead training exercises and provide recommendations for specific projects and locations.
4. The CONTRACTOR shall use Special Funds, as allowable by Supplemental Nutrition Assistance Program Education (SNAP Ed) guidance, to provide COUNTY STAFF capacity building opportunities that shall be mutually agreed to by the CONTRACTOR and STATE.

5. The CONTRACTOR may also use funds for other COUNTY STAFF capacity building opportunities that shall be mutually agreed to by the CONTRACTOR and STATE.
6. The CONTRACTOR agrees to participate in evaluation activities which may include and are not limited to: evaluation forms or surveys, and a phone call follow-up survey.
7. The CONTRACTOR will submit documentation of work completed including; individual participant training reports, participation numbers, trainer or consultant reports, and other documentation as attachments such as, but not limited to, agendas, sign in sheets, training presentations, and work plans, that will show proof of work.

The result will be more capable COUNTY STAFF with the understanding and skills to carry out the requirements of state and local Complete Streets policies and provide internal training opportunities. COUNTY STAFF will better understand the impact of their work on low-income communities with transportation inequities and high health disparities. Trained staff will become the trainers of other CONTRACTOR staff as well as staff in other agencies and counties. The capacity building events will allow the CONTRACTOR to institutionalize internal capacity and sustainability in its Complete Streets implementation efforts.

TIME OF PERFORMANCE

1. The CONTRACTOR shall provide the services required under this MOA from April 15, 2019 to and including May 31, 2020, unless this Agreement is extended or sooner terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

COMPENSATION AND PAYMENT SCHEDULE

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

- a. Payment shall be made on a quarterly basis upon submission by the CONTRACTOR of an invoice for the services to be provided in accordance with Attachment 1, "Scope of Services". The CONTRACTOR shall indicate on the invoice the source of funds being billed according to the Budget, attached hereto as Exhibit "A".
- b. The CONTRACTOR shall submit to the STATE a final report providing an update and listing of trainings and numbers trained at the end of the project. The level of detail required on the final report shall be mutually agreed to by the CONTRACTOR and STATE.
- c. Completion of this Agreement shall include submission and acceptance of a final report by the CONTRACTOR to the STATE, and resolution of all discrepancies in expenditures or performance of services.
- d. In the event there is, or are, no General or Special funds available, to provide or complete the goods and/or services agreed to, the STATE and CONTRACTOR agree that the CONTRACTOR is no longer obligated to provide or complete any goods and/or services as described in the MOA.

OTHER TERMS AND CONDITIONS

1. The CONTRACTOR may subcontract any portion of the services to be provided to the STATE in accordance with established procurement statutes, administrative rules, policies and procedures that govern the CONTRACTOR's subcontracting practices, and any other applicable laws. Any subcontracting under this Agreement shall be reported in writing to the STATE.
2. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement shall be made by written amendment to this Agreement, signed by the STATE and the CONTRACTOR.
3. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i, to include but is not limited to any county related rules and regulations.
4. In the event that a court declares any provision of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

BUDGET

Source of Funds:

General Funds

\$25,000.00

G 19 101 H 0801 032

Special Funds ("U" Funds)

\$20,000.00

S 19 316 H 0082 OTSP01 19 061

Total:

\$45,000.00