



MICHAEL P. VICTORINO
MAYOR

OUR REFERENCE

YOUR REFERENCE

POLICE DEPARTMENT
COUNTY OF MAUI

55 MAHALANI STREET
WAILUKU, HAWAII 96793
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September 3, 2019



2019 SEP -5

TIVOLI S. FAAUMU
CHIEF OF POLICE

DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

Ms. Michele M. Yoshimura
Budget Director, County of Maui
200 South High Street
Wailuku, HI 96793

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

APPROVED FOR TRANSMITTAL



Mayor Date

For Transmittal to:

Honorable Keani Rawlins-Fernandez
Chair, Economic Development & Budget Committee
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

**SUBJECT: MAUI COUNTY LAW ENFORCEMENT OFFICERS SENT TO
MAUNA A WAKEA (EDB-24(13))**

Dear Chair Rawlins-Fernandez:

Thank you for the opportunity to respond to your questions in response to the Economic Development & Budget Committee letter, dated August 8, 2019. As requested, we are providing the following responses to your request in relation to:

1. Please provide a copy of the Memorandum of Understanding between the County of Maui and County of Hawaii police departments referenced during the meeting.

The requested MOU is attached.

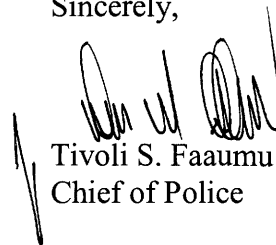
2. Identify all costs absorbed by the County of Maui for officers' deployment to Mauna a Wakea that are not covered by the County of Hawaii, such as backfill of positions covering the deployment of patrol officers from Wailuku and Kihei and health-benefit costs for deployed officers.

Honorable Rawlins-Fernandez
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The cost absorbed by the Maui Police Department, County of Maui, that was not covered by reimbursement is \$26,098.53, which includes overtime, temporary assignments, and contractual benefits.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Tivoli S. Faaumu', is written over the printed name and title. The signature is stylized with loops and a long horizontal stroke at the end.

Tivoli S. Faaumu
Chief of Police

Attachment
Inter-Departmental Assignment Agreement

INTER-DEPARTMENTAL ASSIGNMENT AGREEMENT

THIS AGREEMENT made this 16 day of July, 2019, by and between the Hawaii County Police Department (hereinafter "HCPD" or "Receiving Agency") and the Maui Police Department (hereinafter "MPD" or "Sending Agency") regarding an inter-departmental assignment of MPD officers named in Attachment A (hereinafter collectively referred to as "MPD personnel"):

WITNESSETH THAT:

WHEREAS, Hawaii Revised Statutes Section 78-27 provides that with the approval of the respective employer, a governmental unit of the State of Hawaii may participate in any program of temporary inter- or intra-departmental assignments or exchanges of employees as a sending or receiving agency;

WHEREAS, HCPD desires the services of MPD personnel and MPD has agreed to the temporary assignment of MPD personnel and to support and manage police operations in conjunction with the Thirty Meter Telescope Project ("TMT Project") and any other assignment as deemed necessary by the HCPD Chief of Police or his designee with the approval of MPD; and

WHEREAS, this employment is a temporary inter-departmental assignment and this employment is made under the provisions of Hawaii Revised Statutes 78-27 (a-d).

NOW, THEREFORE, HCPD and MPD mutually agree as follows:

1. HCPD and MPD agree that MPD personnel shall be on temporary inter-departmental assignment to HCPD effective July 16, 2019, to support and manage police operations in conjunction with the TMT Project and any other assignment as deemed necessary by the HCPD Chief of Police or his designee with the approval of MPD.

2. This agreement will be for the period of July 16, 2019, until the end of police operations for this project as deemed necessary by the HCPD or until termination of this agreement by the MPD in accordance with this agreement.

3. It is the understanding of the parties that the State Attorney General's Office has agreed to pay for and/or reimburse the Sending Agency for the costs, any portion of the costs, overtime, benefits, and travel and transportation expenses on behalf of the Receiving Agency. However, HCPD shall ultimately be responsible for said costs and expenses should the State Attorney General's Office fail to pay for and/or reimburse the Sending Agency for any expenditures related to the TMT Project and any other assignment as deemed necessary by the HCPD Chief of Police or his designee with the approval of MPD. Such expenses may be paid for or reimbursed to the MPD.

4. The MPD personnel are to carry out and observe all lawful instructions and orders issued by the appointing authority or designee relative to employment.

5. The MPD personnel shall perform all of the work under the supervision of an immediate supervisor in the Sending Agency or any other person in the Receiving Agency who has the authority to supervise the activities.

6. During the time period of this agreement, the MPD personnel shall be acting under the authority of the HCPD Chief of Police to support and manage police operations in conjunction with the TMT Project and any other assignment as deemed necessary by the HCPD Chief of Police or his designee with the approval of MPD. (See Attachment B)

7. This agreement may be terminated by either party provided that written notice of such termination be sent within ten (10) days before such termination. The MPD reserves the right to terminate this agreement immediately without written notification after the Chief of Police of MPD has verbally communicated said intent to the Chief of Police of HCPD.

8. This agreement may be amended at any time by the mutual agreement of HCPD and MPD.

9. This employment will be subject to all laws, ordinances, and rules and regulations having the effect of law governing employment of public employees; and

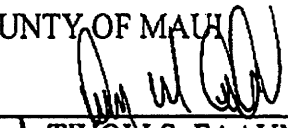
10. Any and all collective bargaining agreements pertinent to MPD personnel's regular position with the MPD shall apply, including but not limited to salary.

11. Nothing in this agreement is intended to conflict with current law, regulation, policy, procedure, or directive of HCPD or MPD. If a term of this agreement is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their hands to be set on this Inter-Departmental Assignment Agreement as of the date and year first written above.

COUNTY OF MAUI

By


TIVOLI S. FAAUMU

Chief of Police

Maui Police Department

COUNTY OF HAWAII

By


PAUL FERREIRA

Chief of Police

Hawaii County Police Department

Approved as to legality and form:

Deputy Corporation Counsel
County of Maui

DELEGATION OF POLICE AUTHORITY

Under the authority of the Chief of Police, of Hawai'i County Police Department, the following officers of the Honolulu Police Department (please see attached list), are granted full police officer power, privilege and authority, under HRS 52D-5. The purpose of this delegation of authority, while assigned to Hawai'i county will be to support and manage police operations in conjunction with the Thirty Meter Telescope project and any other assignment as deemed necessary by the Hawai'i County Police Chief or his designee. This delegation of Police authority shall be effective from July 16, 2019 until the end of police operations for this project as deemed necessary by the Hawai'i County Chief of Police.

A handwritten signature in black ink, appearing to read "Paul Ferreira", is written over a horizontal line.

PAUL FERREIRA, Chief of Police

Hawai'i County Police Department

July, 16, 2019