

RECEIVED
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C & C OF HONOLULU

CITY COUNCIL
REFERRAL APPEAL FORM

DATE: January 23, 2014

2014 JAN 23 PM 3:53
TO: COUNCIL CHAIR

FROM: KYMBERLY MARCOS PINE
COMMITTEE CHAIR

BILL/RESOLUTION/COMMUNICATION AND SUBJECT:

RES. 14-13 - Intergovernmental Agreement with the DTS and the State Department of Health,
Tobacco Settlement Project Office

STATUS (Reading/PH):

Introduced January 14, 2014

CURRENTLY REFERRED TO
COMMITTEE(S):

Intergovernmental Affairs and Human Services

DESIRED COMMITTEE(S)
RE-REFERRED TO:

OR

DIRECT REFERRAL TO COUNCIL
FLOOR

Reason(s) for Appeal:

Time Sensitive

Kymerly Pine

Committee Chair (Requestor)

Committee Chair

[Signature]
Council Chair

Date

Granted

Denied

cc: Councilmembers
City Clerk
Council Assistance

(Rev. 9/23/05)



RESOLUTION

AUTHORIZING THE CITY AND COUNTY DEPARTMENT OF TRANSPORTATION SERVICES (DTS) TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF HEALTH, TOBACCO SETTLEMENT PROJECT OFFICE, STATE OF HAWAII TO PROVIDE FUNDING FOR THE PURPOSE OF CAPACITY BUILDING THROUGH TRAINING OPPORTUNITIES FOR THE DTS STAFF TO IMPLEMENT COMPLETE STREETS PINCIPLES AND INCLUDE DESIGN ELEMENTS INTO PROJECTS AND PROGRAMS.

WHEREAS, Chapter 1, Article 8. Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or amendment thereto which places an obligation to the City or any department or agency thereof, receive the prior consent and approval of the Council of the City and County of Honolulu; and

WHEREAS, the Department of Health, State of Hawaii, has offered to provide funding to the City and County of Honolulu DTS for the purpose of capacity building through training opportunities for DTS staff to implement Complete Streets principles and include design elements into projects and programs now therefore,

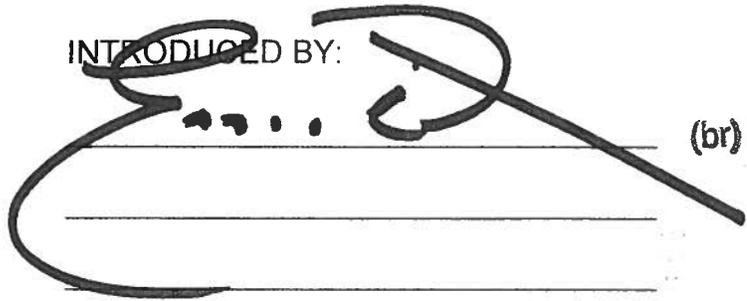
BE IT RESOLVED by the Council of the City and County of Honolulu that the Department of Transportation Services is hereby authorized to enter into an agreement with the Department of Health, Tobacco Settlement Project Office, State of Hawaii in substantially the form attached hereto as Exhibit A, for the implementation of training opportunities for DTS staff to implement Complete Streets principles and include design elements into projects and programs.



RESOLUTION

BE IT FINALLY RESOLVED that the Clerk is directed to transmit a certified copy of the Resolution to the Director of Transportation.

INTRODUCED BY:

 (br)

DATE OF INTRODUCTION:

JAN 14 2014

Honolulu, Hawaii

Councilmembers

STATE OF HAWAII
DEPARTMENT OF HEALTH
MEMORANDUM OF
AGREEMENT

This Memorandum of Agreement (hereinafter "MOA"), executed on the respective date of the signature of the parties shown hereafter, is effective as of December 19, 2013, between the DEPARTMENT OF HEALTH, Tobacco Settlement Project Office, STATE OF HAWAII (hereinafter "STATE"), by its Project Manager, (hereinafter "CHIEF"), and City & County of Honolulu Department of Transportation Services, (hereinafter "CONTRACTOR"), a city agency, under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows:

650 South King Street 3rd Floor, Honolulu, Hawaii; Federal Tax ID #99-6001257.

RECITALS

A. The STATE is in need of the goods and 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:

(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), (3) HRS, because it is a contract to procure goods and services from a governmental body.

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

(1) State \$ 24,500.00 general or special

(2) Federal \$ _____

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by representatives from the State and Contractor, 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

(Signature)

Lola Irvin, M.Ed.

(Print Name)

Tobacco Settlement Project Manager

(Print Title)

(Date)

CONTRACTOR

City & County of Honolulu, Department of
Transportation Services

(Name of Contractor)

(Signature)

Michael D. Formby

(Print Name)

Director, Department of Transportation Services

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Corporation Counsel

SCOPE OF SERVICES

Project: Complete Streets training and capacity building for Department of Transportation Services (“DTS”) staff

Description: The State Department of Health will provide funding to the City & County of Honolulu DTS for the purpose of capacity building through training opportunities for DTS staff to implement Complete Streets principles and include design elements into projects and programs.

As part of this agreement:

1. DTS will send 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.
2. DTS may also bring experts to Hawaii to lead training exercises and provide recommendations for specific projects and locations.
3. DTS agrees to participate in evaluation activities which may include and is not limited to: evaluation forms or surveys, and phone call follow-up survey.
4. DTS will submit documentation of work completed including; reports on trainings, participation, trainer reports, and other documentation as attachments such as but not limited to, agendas, sign in sheets, and training presentations, that will show proof of work.

The result will be a more capable DTS staff with the skills to carry out the requirements of the Complete Streets Ordinance and provide internal training opportunities. Trained staff will become the “trainers” of other DTS staff as well as staff in other agencies and counties. The capacity building events will allow DTS to institutionalize internal capacity and sustainability in its complete streets implementation efforts.

**TIME OF
PERFORMANCE**

1. The DTS shall provide the services required under this MOA from December 23, 2013 to and including January 1, 2015, 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.
2. Option to Extend Agreement. Unless terminated, this Agreement may be extended at no additional cost for not more than one (1) additional twelve (12) month period upon mutual agreement in writing at least thirty (30) days prior to expiration of this Agreement and execution of a supplemental agreement. This Agreement may be extended providing that the terms and conditions are mutually acceptable. The DTS or the STATE may terminate the extended Agreement at any time upon thirty (30) days prior written notice.

COMPENSATION AND PAYMENT SCHEDULE

In full consideration for the services performed by the DTS 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 tobacco settlement funds, to pay to the DTS a total sum of money not to exceed TWENTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$24,500.00), in accordance with and subject to the following:

- a. Payment shall be made on a quarterly basis upon submission by the DTS of an invoice for the services to be provided in accordance with Attachment 1, "Scope of Services".
- b. The DTS 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 DTS and STATE.
- c. Completion of this Agreement shall include submission and acceptance of a final report by the DTS to the STATE, and resolution of all discrepancies in expenditures or performance of services.
- d. In the event there is or are no Tobacco Settlement 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.

SPECIAL CONDITIONS

1. The DTS 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 DTS'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 DTS.
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 the Revised Ordinances of Honolulu and 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.

DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 3RD FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8305 • Fax: (808) 768-4730 • Internet: www.honolulu.gov

KIRK CALDWELL
MAYOR



MICHAEL D. FORMBY
DIRECTOR

MARK N. GARRITY, AICP
DEPUTY DIRECTOR

January 10, 2014

The Honorable Ernest Y. Martin, Chair
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

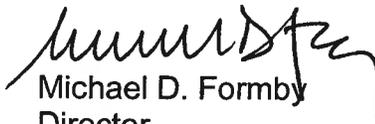
Dear Chair Martin and Councilmembers:

SUBJECT: Request for Council Approval of Intergovernmental Agreement

We respectfully request the approval by the Council of the intergovernmental agreement between the City & County of Honolulu Department of Transportation Services (DTS) and the State of Hawaii Department of Health, Tobacco Settlement Project Office, to provide funding for the purpose of capacity building through training opportunities for DTS staff to implement Complete Streets principles and include design elements into projects and programs.

Please feel free to speak with Deputy Director Mark N. Garrity at 768-8302, if you have any questions regarding this request.

Sincerely,


Michael D. Formby
Director

Attachment

APPROVED:



Ember Lee Shinn
Managing Director

DEPT. COM.

RECEIVED
CITY CLERK
C & C OF HONOLULU
2014 JAN 14 PM 1:32
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