

ORDINANCE NO. \_\_\_\_\_

BILL NO. 81 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF  
MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE  
STATE OF HAWAII DEPARTMENT OF HEALTH

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

SECTION 1. Purpose. The State of Hawaii Department of Health (“State”) and the Department of Planning, County of Maui (“Department”) desire to enter into the proposed intergovernmental memorandum of agreement (the “Agreement”) that is attached hereto and incorporated herein by reference as Exhibit “1.” The Agreement would provide the Department with funds for training and capacity building to implement multi-modal transportation safety policies and projects. The Agreement would provide State funding to the Department in the amount of \$75,000.00, which was not provided in the Fiscal Year 2024 Budget for the Department.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the County or any department or agency thereof.

SECTION 2. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreement, all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval. All action heretofore taken, not inconsistent with the provisions of this ordinance, is hereby ratified, approved and affirmed.

APPROVED AS TO FORM  
AND LEGALITY:



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KRISTIN K. TARNSTROM  
Deputy Corporation Counsel  
County of Maui  
LF 2024-0073  
Draft Ord for IGA.docx

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Chris Lee", is written above a horizontal line.

Upon the request of the Mayor.

**Exhibit "1"**

**MEMORANDUM OF AGREEMENT**

**between**

**THE STATE OF HAWAII, DEPARTMENT OF HEALTH**

**and**

**COUNTY OF MAUI, PLANNING DEPARTMENT**

This Memorandum of Agreement (hereinafter "MOA") is entered into as of May 1, 2024 (the "Effective Date"), between the DEPARTMENT OF HEALTH, STATE OF HAWAII (hereinafter "STATE"), by its Director of Health, and County of Maui, 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: 2200 Main Street, Wailuku, Hawaii, 96793; Federal Tax ID # 99-6000061; State Tax ID # N/A. The STATE and CONTRACTOR are referred to herein individually as "Party" and collectively as "Parties."

**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)(2)(G), HRS.

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

(1) State N/A ☐ general or ☐ special

(2) Federal \$ 75,000.00

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, is and 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.

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Print Name Ana Lillis  
Title Deputy Director of Planning  
Date \_\_\_\_\_

**STATE**

By \_\_\_\_\_  
Print Name Kenneth S. Fink, MD,  
MGA, MPH  
Title Director of Health  
Date \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY**

By \_\_\_\_\_  
Print Name Kristin K. Tarnstrom  
Title Deputy Corporation Counsel  
Date \_\_\_\_\_

**COUNTY OF MAUI**

By \_\_\_\_\_  
Print Name Richard T. Bissen  
Title Mayor  
Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Deputy Attorney General**

\*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

**SCOPE OF SERVICES**

This MOA sets forth the responsibilities and payment arrangements between the CONTRACTOR and the STATE to support training and capacity-building for Maui County staff (hereinafter "COUNTY STAFF") involved in implementing multi-modal transportation safety policies and projects including, but not limited to, Complete Streets and Vision Zero policy and plan implementation, and addressing health equity and health disparities, especially as related to the impact of the COVID-19 pandemic, among populations and communities at higher risk. The disproportionate experience of some populations and communities provides an opportunity to rethink and advance public spaces, including streets, sidewalks, and cycling lanes, that will be inclusive and support vibrant, resilient local communities.

The training objectives are to: (1) enhance COUNTY STAFF's understanding, skills, and capabilities to carry out the requirements of state and local multi-modal safety policies; and (2) provide internal training opportunities. The goal is for COUNTY STAFF to gain a better understanding of the role transportation plays in creating opportunities for low-income communities with high health disparities. Well-trained staff will also have the ability to train co-workers, including staff in other agencies and counties. The goal for the capacity-building events will allow the CONTRACTOR to institutionalize internal capacity and sustainability in its multi-modal transportation safety implementation efforts.

**I. CONTRACTOR's Responsibilities:**

The CONTRACTOR shall:

**A. Training and Capacity Building Requirements.**

1. Send COUNTY STAFF to attend specific training events on designing and implementing multi-modal transportation safety policies and projects, to view completed projects, and to meet and train with experts involved in the implementation of projects.
2. Bring experts to Hawaii to lead training exercises and provide recommendations for specific multi-modal safety policies, projects, and locations, as approved by the STATE.
3. Provide COUNTY STAFF with other capacity-building opportunities.
4. All training and capacity-building activities and events shall be pre-approved by the STATE.

**B. Reporting Requirements.**

1. Submit electronically by email on a quarterly basis summary reports,

**budget reports, updated budget narratives, and work plan details to the STATE within thirty (30) calendar days after the end of each calendar quarter.**

- 2. Participate in evaluation activities, such as interviews, evaluation forms, or surveys.**
- 3. Submit a final report electronically via email to the STATE documenting the activities and deliverables of this MOA. The final report shall include accurate data and a summary of work completed, including individual participant training reports, participation numbers, and trainer and consultant reports. The final report may also include agendas, sign-in sheets, training presentations, training materials, photos, and work plans. The final report shall be submitted within forty-five (45) calendar days after the expiration of the MOA.**

**C. Media and Service Announcements. Work collaboratively with the STATE to develop messages that acknowledge the partnership and funding source for any project-associated public-facing events or announcements.**

**TIME OF PERFORMANCE**

The CONTRACTOR shall provide the services required under this MOA from May 1, 2024, to and including April 30, 2026, unless this MOA is sooner terminated as hereinafter provided.



**COMPENSATION AND PAYMENT SCHEDULE**

Total compensation for this MOA shall not exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) consisting only federal funds under the Federal Grant, which shall be paid in accordance with and subject to the following:

- a. Source of Funding: S 21 662 H - \$75,000.00
- b. Funding Agency: Centers for Disease Control & Prevention ("CDC")
- c. Catalog of Federal Domestic Assistance ("CFDA") Number: 93.391
- d. This funding is subject to uniform guidance ("2 CFR 200").

The CONTRACTOR shall submit monthly invoices with monthly progress reports. It is the responsibility of the CONTRACTOR to provide adequate invoice detail to the satisfaction of the STATE, including a brief summary of the services performed. The final invoice shall accompany the required proof of deliverables in a final report.

The CONTRACTOR is responsible for the expenditure of funds and for maintaining adequate supporting reports of expenditures. Final settlement of this MOA shall include mutually agreed resolution of all discrepancies in the expenditures or performance of services and completion of progress/status reports and deliverables under this MOA.

If the CONTRACTOR materially fails to comply with the terms and conditions of this MOA, the STATE may, as appropriate under the circumstances:

1. Temporarily withhold payments pending corrections of a deficiency or non-submission of a deliverable by the CONTRACTOR.
2. Disallow all or part of the invoice submitted by the CONTRACTOR.
3. Suspend or terminate this MOA.

All invoices shall be sent to:

Hawaii State Department of Health  
Chronic Disease Prevention and Health Promotion Division  
Attn: Physical Activity and Nutrition Section  
1250 Punchbowl Street, Room 210  
Honolulu, Hawaii 96813

All electronic copies shall be sent to:

[Justin.menina@doh.hawaii.gov](mailto:Justin.menina@doh.hawaii.gov) and [heidi.hansen-smith@doh.hawaii.gov](mailto:heidi.hansen-smith@doh.hawaii.gov)

**OTHER TERMS AND CONDITIONS**

1. This MOA shall not be construed or interpreted as creating an agency or employment relationship between parties. The CONTRACTOR shall be responsible for performance and details of the work and services requested under this MOA.
2. Entire Agreement. This MOA represents the entire agreement between the Parties and supersedes any prior and/or contemporaneous discussions, representation, agreements, or understandings, whether oral or written, between the Parties regarding this matter.
3. Amendments. It is understood and agreed that the Parties may amend, revise, or modify this MOA, in writing and signed by both Parties. There shall be no amendments to increase the total compensation amount paid under this MOA for the contracted services set forth in the Attachment 1, "Scope of Services."
4. Severability. In the event that any provision of this MOA is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity of the enforceability of the remaining terms of this MOA.
5. Waiver. The failure of a Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the provisions of this MOA shall not be construed as a waiver of that violation or of any future violations of the provisions of this MOA.
6. Notice to Parties. Any notices required under this MOA may be sent to the Parties by overnight delivery service or certified or registered mail, return receipt requests, postage prepaid, at the addresses set forth below, or may be delivered personally:

If to the STATE:

Lola H. Irvin, M.Ed.  
CDPHPD Administrator  
Hawaii State Department of Health  
1250 Punchbowl Street, Room 422  
Honolulu, HI 96813  
Phone: (808) 586-4488  
Email: [lola.irvin@doh.hawaii.gov](mailto:lola.irvin@doh.hawaii.gov)

If to the CONTRACTOR:

Ana Lillis  
Deputy Director of Planning  
County of Maui  
2200 Main Street  
Wailuku, HI 96793  
Phone: (808) 270-7372  
Email: [ana.lillis@co.maui.hi.us](mailto:ana.lillis@co.maui.hi.us)

Notices shall be deemed delivered immediately upon personal delivery or three (3) business days after being mailed.

7. Governing Law. This MOA shall be construed and enforced in accordance with the laws of the State of Hawaii.
8. No Third-Party Beneficiaries. The Parties do not intend the benefits of the MOA to inure any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party, before or after signing this MOA, this MOA shall not be construed as creating any right, claim, or cause of action against any Party by any person or entity not a Party to this MOA.
9. Ownership Rights and Copyright. The STATE shall have complete ownership of all materials, both finished and unfinished, which are developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this MOA, and all such material shall be considered "works made for hire." All such materials shall be delivered to the STATE upon expiration or termination of this MOA. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this MOA.
10. Termination. Either party may terminate this MOA at any time upon thirty (30) calendar days written notice.
11. Intellectual Property. The STATE shall have exclusive intellectual property rights and ownership of all finished and draft elements produced pursuant to this Scope of Services, whether published or unpublished. The CONTRACTOR shall not make use of any content that are produced in the course of the Scope of Services for the STATE but may present a screenshot of the content as a record of work.
12. Non-Disclosure. The CONTRACTOR shall, in good faith, regard the collaboration and development of all finished and draft elements, whether published or unpublished, as wholly proprietary processes to the STATE, and shall not disclose the content, methods, practices, or information employed in developing the content under this Scope of Services.
13. Authority. Each signatory to this MOA represents and warrants that he/she is authorized to execute and deliver this MOA in the capacity shown on the signature page.
14. Compliance with the Laws. Each Party shall perform under this MOA in accordance with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations:
  - a. Federal Citation. Pursuant to 301(a) and 317(k)(2) of the Public Health Service Act, [42 U.S.C. Section 241(a) and 247b(k)(2)], as amended, the CDC of the United States Department of Health and Human Services has granted federal funds to the STATE under cooperative agreement, National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities, Federal Assistance ID No. NH75OT000069, dated February 29, 2024, for the budget period from June

1, 2021 through May 31, 2026, CFDA No. 93.391, which notice of award, grant application, and other applicable documents and conditions are hereinafter collectively referred to as "Federal Grant."

- b. **Nondiscrimination.** CONTRACTOR shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- c. **Certifications.** The use of federal funds requires certifications regarding the following: (a) Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions; (b) Drug-Free Workplace Requirements; (c) Lobbying; (d) Program Fraud Civil Remedies Act (PFCRA); and (e) Environmental Tobacco Smoke which are attached hereto as Exhibit "B" and made a part of this MOA.

15. **Counterparts and Electronic Signatures.** This MOA may be executed in counterparts and by facsimile or any electronic means, each of which shall be an original instrument and all of which shall together constitute one and the same agreement and shall be fully binding and effective for all purposes.

## **BUDGET**

### **Training and Capacity Building for Maui County Staff May 1, 2024, to April 30, 2026**

**Training and capacity-building for Maui County staff  
implementing multi-modal transportation safety  
policies and projects:**

**\$75,000.00**

**Total: \$75,000.00**

**Source of Funds:  
S 21 662 H**

# **CERTIFICATIONS**

## **1. Certification Regarding Debarment and Suspension**

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.

(b) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.

(d) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

## **2. Certification Regarding Drug-Free Workplace Requirements**

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- (b) Establishing an ongoing drug-free awareness program to inform employees about –
- (1) The dangers of drug abuse in the workplace.
  - (2) The grantee's policy of maintaining a drug-free workplace.
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above.
- (d) Notifying the employee in the statement required by paragraph (a), above, that as a condition of employment under the grant, the employee will –
- (1) Abide by the terms of the statement.
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management  
Office of Grants Management  
Office of the Assistant Secretary for Management and Budget  
Department of Health and Human Services  
200 Independence Avenue, S.W., Room 517-D  
Washington, D.C. 20201

### **3. Certification Regarding Lobbying**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and



that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

## **5. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourage all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

**Signature of Authorized Certifying Official:**

**Title:**

**Applicant Organization *(Please Print)*:**

**Date Signed & Submitted:**

DIGEST

ORDINANCE NO. \_\_\_\_\_  
BILL NO. 81 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF  
MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE  
STATE OF HAWAII DEPARTMENT OF HEALTH

This bill proposes to authorize the Mayor to enter into an intergovernmental memorandum of agreement with the State of Hawaii Department of Health to provide the Department of Planning with funds for training and capacity-building to implement multi-modal transportation safety policies and projects.

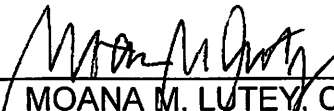
I, MOANA M. LUTEY, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 81 (2024) was passed on First Reading  
by the Council of the County of Maui, State of Hawaii, on the 3rd day of May, 2024, by  
the following vote:

AYES: Councilmembers Gabriel Johnson, Natalie A. Kama, Tamara A. M.  
Paltin, Keani N. W. Rawlins-Fernandez, Shane M. Sinenci,  
Yuki Lei K. Sugimura, Nohelani U'u-Hodgins, and Chair Alice L. Lee.

NOES: None.

EXCUSED: Councilmember Tom Cook.

DATED at Wailuku, Maui, Hawaii, this 6th of May, 2024.

  
\_\_\_\_\_  
MOANA M. LUTEY, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk,  
County of Maui, for use and examination by the public.