

**COUNCIL OF THE COUNTY OF MAUI**  
**BUDGET, FINANCE, AND ECONOMIC**  
**DEVELOPMENT COMMITTEE**

September 8, 2025

**Committee**  
**Report No. \_\_\_\_\_**

Honorable Chair and Members  
of the County Council  
County of Maui  
Wailuku, Maui, Hawaii

Chair and Members:

Your Budget, Finance, and Economic Development Committee,  
having met on August 19, 2025, makes reference to the following:

1. Bill 90 (2025), entitled “A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HAWAI‘I.”

Bill 90’s purpose is to authorize the Mayor to execute an intergovernmental agreement between the County of Maui, Department of Finance, and the County of Hawai‘i, Department of Finance, to provide temporary support for commercial driver’s license examination services.

2. Bill 91 (2025), entitled “A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF HONOLULU.”

Bill 91’s purpose is to authorize the Mayor to execute an intergovernmental agreement between the County of Maui, Department of Finance, and the City and County of Honolulu, Department of Customer Services, to provide temporary support for commercial driver’s license examination services.

Your Committee notes that under Section 2.20.020, Maui County Code, the Mayor must not enter into any intergovernmental agreement that places a financial obligation on the County, unless authorized by ordinance.

**COUNCIL OF THE COUNTY OF MAUI**  
**BUDGET, FINANCE, AND ECONOMIC**  
**DEVELOPMENT COMMITTEE**

Page 2

**Committee**  
**Report No. \_\_\_\_\_**

Your Committee further notes that Chapter 78-27, Hawai'i Revised Statutes, allows governmental units to participate in programs for temporary assignments or exchanges of employees, with specific rights and benefits for both sending and receiving agencies.

A representative from the Department of Finance said that while federal and state regulations govern the requirements for commercial driver's licenses, each county administers their own testing. However, staffing shortages have affected the timely administration of the tests for the County of Hawaii and the City and County of Honolulu.

Your Committee noted the County of Hawai'i and City and County of Honolulu will be responsible for all costs and fees incurred by Maui County associated with the temporary assignments, except those that are covered by the current State Department of Transportation grant. The agreements are effective upon execution and will remain in effect until terminated by either party.

The Department representative confirmed that Maui County's examination needs will be met first before assisting with the other counties' needs. Moreover, Maui County staff administering skills testing to the other counties will be on a voluntary basis.

Your Committee voted 8-0 to recommend passage of Bills 90 (2025) and 91 (2025), on first reading. Committee Chair Sugimura, Vice-Chair Kama, and members Cook, Johnson, Lee, Paltin, Sinenci, and U'u-Hodgins voted "aye." Committee member Rawlins-Fernandez was excused.

Your Committee is in receipt of Bills 90, CD1 (2025) and 91, CD1 (2025), approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions.

COUNCIL OF THE COUNTY OF MAUI

# BUDGET, FINANCE, AND ECONOMIC DEVELOPMENT COMMITTEE

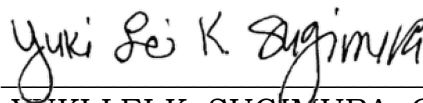
Page 3

**Committee  
Report No. \_\_\_\_\_**

Your Budget, Finance, and Economic Development Committee  
RECOMMENDS the following:

1. That Bill 90, CD1 (2025), attached, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HAWAII," be PASSED ON FIRST READING and be ORDERED TO PRINT; and
2. That Bill 91, CD1 (2025), attached, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF HONOLULU," be PASSED ON FIRST READING and be ORDERED TO PRINT.

This report is submitted in accordance with Rule 3 of the Rules of the Council.



\_\_\_\_\_  
YUKI LEI K. SUGIMURA, Chair

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

BILL NO. **90, CD1 (2025)**

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HAWAI‘I

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

SECTION 1. The County of Maui and the County of Hawai‘i intend to enter into an intergovernmental agreement, as described in the Inter-Governmental Assignment Agreement attached as Exhibit “1.”

Section 2.20.020, Maui County Code, provides, “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. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor to execute the Inter-Governmental Assignment Agreement and any amendments consistent with the purpose and scope of the agreement that do not increase the County’s financial obligation or the agreement’s duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:



for NĀHULU NUNOKAWA

Department of the Corporation Counsel  
County of Maui

bfed:ltr:002acc01\_Attachment01\_Bill 90 (2025)

## **INTER-GOVERNMENTAL ASSIGNMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Department of Finance, Vehicle Registration & Licensing Division, County of Hawai'i, (hereinafter "VRL" or "Receiving Agency") and the Department of Finance, County of Maui (hereinafter "FIN" or "Sending Agency") regarding an inter-governmental assignment of an FIN employee(s) to be determined (hereinafter referred to as "FIN personnel"):

### **WITNESSETH THAT:**

WHEREAS, Hawaii Revised Statutes § 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-governmental assignments or exchanges of employees as a sending or receiving agency;

WHEREAS, VRL desires the services of the FIN personnel for the purpose of conducting road test examinations for commercial driver's license applicants, and FIN has agreed to the temporary assignment of FIN personnel for this purpose, and VRL has agreed to pay and/or reimburse FIN for one hundred percent (100%) of the costs and fees associated with the temporary assignment of FIN personnel for this purpose; and

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

NOW, THEREFORE, FIN and VRL mutually agree as follows:

1. VRL and FIN agree that FIN personnel shall be on temporary inter-governmental assignment to VRL effective upon execution of this agreement until

November 30, 2025, or until termination of this agreement by the VRL or FIN in accordance with this agreement.

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

3. The FIN personnel shall perform all of the work under the supervision of an immediate supervisor in FIN, Supervising Driver License Examiner, or their designees.

4. This agreement may be terminated by VRL or FIN, provided that written notice of such termination be sent within ten (10) days before such termination. VRL and FIN reserve the right to terminate this agreement immediately without written notification after the agency Director verbally communicated said intent to the other agency Director.

5. This agreement may be amended at any time by the mutual agreement of VRL and FIN.

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

7. Any and all collective bargaining agreements pertinent to FIN personnel's regular position of Driver License Examiner II as a member of Hawai'i Government Employee Association (HGEA) bargaining Unit 3 shall apply, including but not limited to salary and benefits.

8. Nothing in this agreement is intended to conflict with current law, regulation, policy, procedure, or directive of VRL or FIN. 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-Governmental Assignment Agreement as of the date and year first written above.

COUNTY OF HAWAI'I

By \_\_\_\_\_  
DIANE NAKAGAWA  
Director  
Department of Finance  
County of Hawai'i

COUNTY OF MAUI

By \_\_\_\_\_  
MARCY MARTIN  
Director of Finance  
County of Maui

By \_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Mayor  
County of Maui

Approved as to legality and form:

\_\_\_\_\_  
Deputy Corporation Counsel  
County of Hawai'i

\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Alice L. Lee".

---

ALICE L. LEE

Upon the request of the Mayor.



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

BILL NO. **91, CD1** (2025)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER  
INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND  
COUNTY OF HONOLULU

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

SECTION 1. The County of Maui and the City and County of Honolulu intend to enter into an intergovernmental agreement, as described in the Inter-Governmental Assignment Agreement attached as Exhibit “1.”

Section 2.20.020, Maui County Code, provides, “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. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor to execute the Inter-Governmental Assignment Agreement and any amendments consistent with the purpose and scope of the agreement that do not increase the County’s financial obligation or the agreement’s duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read 'Nahulu Nunokawa', written over a horizontal line.

NĀHULU NUNOKAWA

Department of the Corporation Counsel  
County of Maui

bfed:ltr:003acc01\_Attachment01\_Bill 91 (2025)

## **INTER-GOVERNMENTAL ASSIGNMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Department of Customer Services, City and County of Honolulu (hereinafter “CSD” or “Receiving Agency”) and the Department of Finance, County of Maui (hereinafter “FIN” or “Sending Agency”) regarding an inter-governmental assignment of an FIN employee(s) to be determined (hereinafter referred to as “FIN personnel”):

### WITNESSETH THAT:

WHEREAS, Hawaii Revised Statutes § 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-governmental assignments or exchanges of employees as a sending or receiving agency;

WHEREAS, CSD desires the services of the FIN personnel for the purpose of conducting road test examinations for commercial driver’s license applicants, and FIN has agreed to the temporary assignment of FIN personnel for this purpose, and CSD has agreed to pay and/or reimburse FIN for one hundred percent (100%) of the costs and fees associated with the temporary assignment of FIN personnel for this purpose; and

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

NOW, THEREFORE, FIN and CSD mutually agree as follows:

1. CSD and FIN agree that FIN personnel shall be on temporary inter-governmental assignment to CSD effective upon execution of this agreement until

November 30, 2025, or until termination of this agreement by the CSD or FIN in accordance with this agreement.

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

3. The FIN personnel shall perform all of the work under the supervision of an immediate supervisor in FIN, Chief of Licensing, or their designees.

4. This agreement may be terminated by CSD or FIN, provided that written notice of such termination be sent within ten (10) days before such termination. CSD and FIN reserve the right to terminate this agreement immediately without written notification after the agency Director verbally communicated said intent to the other agency Director.

5. This agreement may be amended at any time by the mutual agreement of CSD and FIN.

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

7. Any and all collective bargaining agreements pertinent to FIN personnel's regular position of Driver License Examiner II as a member of HGEA Unit 3 shall apply, including but not limited to salary and benefits.

8. Nothing in this agreement is intended to conflict with current law, regulation, policy, procedure, or directive of CSD or FIN. 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-Governmental Assignment Agreement as of the date and year first written above.

CITY AND COUNTY OF HONOLULU

By \_\_\_\_\_  
KIMBERLY M. HASHIRO  
Director  
Department of Customer Services  
City and County of Honolulu

COUNTY OF MAUI

By \_\_\_\_\_  
MARCY MARTIN  
Director of Finance  
County of Maui

By \_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Mayor  
County of Maui

Approved as to legality and form:

\_\_\_\_\_  
Deputy Corporation Counsel  
City and County of Honolulu

Approved as to legality and form:

\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Alice L. Lee".

---

ALICE L. LEE

Upon the request of the Mayor.