

REQUEST FOR LEGAL SERVICES

D a t e: September 11, 2025

F r o m: Tamara Paltin, Chair

Disaster Recovery, International Affairs, and Planning Committee

TRANSMITTAL


Memo to: **DEPARTMENT OF THE CORPORATION COUNSEL**
Attention: Michael J. Hopper, Esq., or Thomas Kolbe, Esq.

Subject: **BILL 121 (2025), INTERGOVERNMENTAL AGREEMENT WITH THE HAWAII
ARMY NATIONAL GUARD FOR INTRUSION DETECTION SYSTEM ALARM RESPONSE
PROCEDURES** (DRIP-15)

Background Data: Bill 121 does not appear to place a financial obligation on the County that would trigger the requirement of Council authorization under Section 2.20.020, Maui County Code. Please opine if the Department views the agreement as imposing a financial obligation on the County, and if so, what the financial obligation consists of. Please submit your response to drip.committee@mauicounty.us with a reference to DRIP-15.

Work Requested: ☐ FOR APPROVAL AS TO FORM AND LEGALITY

☒ OTHER: Legal opinion.

<p>Requestor's signature</p> <p></p> <p>Tamara Paltin, Chair</p>	<p>Contact Person</p> <p><u>Jarret Pascual or Carla Nakata</u></p> <p>(Telephone Extension: <u>7141 or 5519, respectively</u>)</p>
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☐ ROUTINE (WITHIN 15 WORKING DAYS)

☐ RUSH (WITHIN 5 WORKING DAYS)

☐ PRIORITY (WITHIN 10 WORKING DAYS)

☐ URGENT (WITHIN 3 WORKING DAYS)

☒ SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): September 23, 2025

REASON: For consideration at the September 24, 2025, DRIP Committee meeting.

FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO:	ASSIGNMENT NO.	BY:
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TO REQUESTOR: ☐ APPROVED ☐ DISAPPROVED ☐ OTHER (SEE COMMENTS BELOW)

☐ RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): _____

DEPARTMENT OF THE CORPORATION COUNSEL

Date _____

By _____

(Rev. 7/03)

drip:ltr:015acc01:jpp
Attachment

ORDINANCE NO. _____

BILL NO. 121 (2025)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE MAUI POLICE DEPARTMENT AND THE HAWAI'I ARMY NATIONAL GUARD FOR THE INTRUSION DETECTION SYSTEM ALARM RESPONSE PROCEDURES

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

SECTION 1. The County of Maui and the Hawai'i Army National Guard seek to enter into an agreement regarding the Intrusion Detection System, as described in the Memorandum of Understanding 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."

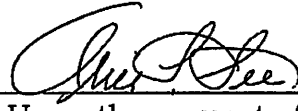
SECTION 2. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor, or the Mayor's authorized representative, to execute the Memorandum of Understanding and any amendments consistent with the purpose and scope of the Memorandum of Understanding that do not increase the County's financial obligation or the agreement's duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:

/s/ Thomas Kolbe
THOMAS KOLBE
Department of the Corporation Counsel
County of Maui
LF 2025-1313

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "John R. Lee". The signature is written in black ink and is positioned above a horizontal line.

Upon the request of the Mayor.

EXHIBIT 1

CUI

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHIEF OF POLICE - MAUI POLICE DEPARTMENT
AND
COMMANDER - HAWAII ARMY NATIONAL GUARD

SUBJECT: Intrusion Detection System (IDS) Alarm Response Procedures – Hawaii Army National Guard (HIARNG) and Maui Police Department (MPD)

1. References:

- a. AR 190-11 (Physical Security of Arms, Ammunition, and Explosives)
- b. DODM 5200.01 (DoD Information Security Program), 24 February 25

2. Purpose: This Memorandum of Understanding (MOU) establishes procedures for coordinated responses to IDS alarms at HIARNG facilities, enhancing security and operational readiness through partnership with the MPD.

3. Understanding: HIARNG and MPD agree to the following:

a. MPD Response: MPD will respond to all IDS alarms at HIARNG facilities within 15 minutes, providing immediate law enforcement support to secure personnel and assets. MPD's response will occur after initial dispatch and assessment by the HIARNG Contracted Security Guard Force.

b. MPD will respond to all IDS alarms at HIARNG facilities within 15 minutes, providing immediate law enforcement support to secure personnel and assets.

c. HIARNG Support: HIARNG authorizes MPD officers access to HIARNG parking lots for administrative duties during patrols.

d. Coordination: Both HIARNG and MPD will maintain open communication to resolve issues and optimize security procedures.

Controlled by: G3, HIARNG CUI Category: PHYSEC/OPSEC Distribution Control: B POC: MAJ Floyd Feliciano floyd.i.feliciano.mil@army.mil (808 844-6322)
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CUI

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SUBJECT: Intrusion Detection System (IDS) Alarm Response Procedures – Hawai'i Army National Guard (HIARNG) and Maui Police Department (MPD)

4. General Provisions:

a. Personnel: Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

b. Annual Review: HIARNG and MPD will conduct an annual review of this MOU to ensure continued effectiveness.

c. Points of Contact: The following Points of Contact (POC) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

HING Understanding POC: BINGHAM L. TUISAMATATELE
Rank, Position, Phone: LTC, HIARNG G3, (808) 672-1406
Email: bingham.l.tuisamatatele2.mil@army.mil

MPD Understanding POC:
Rank, Position, Phone:
Email:

d. Correspondence: All correspondence to be sent and notices to be given pursuant to the MOU will be addressed to the above POCs.

e. Modification of Understanding: This MOU may only be modified by the written understanding of the Parties, duly signed by their authorized representatives.

f. Dispute Resolution: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

g. Termination of Understanding: This MOU may be terminated by either Party by giving at least 30 days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

h. Transferability: This MOU is not transferable except with the written consent of the Parties.

i. Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

j. Effective Date: This MOU is effective beginning on the day after the last Party signs.

CUI

SUBJECT: Intrusion Detection System (IDS) Alarm Response Procedures – Hawai'i
Army National Guard (HIARNG) and Maui Police Department (MPD)

k. Expiration Date: This MOU expires one year from the date of the last Party signature.

l. Local Implementation: Individual HIARNG facilities and MPD Districts may develop supplemental understandings to address specific site requirements for IDS alarm response

APPROVAL RECOMMENDED:



JOHN PELLETIER
Maui Police Department
Chief of Police
Date:

STEPHEN F. LOGAN
Major General, HING
Adjutant General
Date:

APPROVED AS TO FORM AND
LEGALITY:

THOMAS KOLBE
Deputy Corporation Counsel

COUNTY OF MAUI:

RICHARD T. BISSEN, Mayor

DRIP Committee

From: DRIP Committee
Sent: Thursday, September 11, 2025 2:24 PM
To: CorpCounselRFLS@co.maui.hi.us
Cc: DRIP Committee
Subject: (OCS) (DRIP-15); reply by 9/23/25
Attachments: 015acc01 signed.pdf