

ORDINANCE NO. _____

BILL NO. 10, FD1 (2025)

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,
BEHAVIORAL HEALTH ADMINISTRATION FOR AN EMERGENCY
RESPONSE GRANT

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

SECTION 1. The County of Maui and the State of Hawai'i Department of Health, Behavioral Health Administration seek to enter into an agreement for training initiatives to build capacity within Maui to deliver mental health services, as described in the Memorandum of 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 or the Mayor's authorized representative to execute the Memorandum of Agreement and any amendments consistent with the purpose and scope of the Memorandum of Agreement that do not increase the County's financial obligation or the agreement's duration.

SECTION 3. This Ordinance takes effect on approval.

INTRODUCED BY:

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

Upon the request of the Mayor.

MEMORANDUM OF AGREEMENT
Between
The State of Hawaii Department of Health, Behavioral Health
Administration
And
The County of Maui Police
Department

This Memorandum of Agreement ("MOA") is entered into by and between the State of Hawaii Department of Health, Behavioral Health Administration ("DOH") doing business at Kinau Hale, 1250 Punchbowl Street, Honolulu, Hawaii, 96813; and the County of Maui Police Department ("MPD") doing business at 55 Mahalani Street, Wailuku, Hawaii, 96793. The DOH and MPD are collectively referred to as the "PARTIES."

RECITALS

- A. In order to support its response to the Lahaina Wildfire Disaster, which began on August 8, 2023, DOH applied for and received the Substance Abuse and Mental Health Services Administration ("SAMHSA") Emergency Response Grant ("SERG") to provide services for individuals and families impacted by the Maui Wildfire disaster.
- B. The grant provides the opportunity for training initiatives to build capacity within Maui to deliver mental health services.
- C. First responders represent a critical gap population for behavioral health intervention. With approximately 500 affected first responders in the area, special care is needed to address this crucial population and their families, as many of these workers are also navigating their own personal and/or familial loss related to the fires.
- D. The long-term physical and emotional effects of responding to a disaster may result in maladaptive coping strategies such as substance use, vicarious trauma, and compassion fatigue. Long-term support and trauma-informed training can help prevent burn out and vicarious trauma.
- E. MPD has identified a peer support trauma-informed training focusing on resiliency and stress management for selected first responders and shall establish and maintain a Peer Support Team within MPD to support department personnel.

NOW, THEREFORE, for good and valuable consideration, in recognition of the mutual aid that each party brings to this effort, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereto mutually agree as follows:

- 1. MPD Responsibilities.

The MPD shall:

- a. Train thirty (30) instructors – ten (10) from Maui, ten (10) from Oahu, five (5) from Kauai, five (5) from Hawaii Island – in International Critical Incident Stress Foundation, Inc (“ICISF”) core classes within the first six months following the effective date of this agreement.
- b. Instructors to complete the ICISF Approved Instructors Critical Incident Stress Management (“CISM”) exam and receive the Certificate in Critical Incident Stress Management (“CCISM”) within the first six months following the effective date of this agreement.
- c. Maintain at least four (4) ICISF Approved Instructors within MPD to train peers on island within the first twelve (12) months following the effective date of this agreement.
- d. Maintain MPD involvement in the Maui CISM network with other agencies.
- e. Develop MPD’s Peer Support Team of 50 trained peers to work together with other agencies and within the network in responding to incidents as necessary within the first twelve months following the effective date of this agreement.
- f. MPD’s Peer Support Team shall provide support and assistance to department personnel through a variety of means including: One-on-one peer support, interactive group interventions, informative group interventions; referrals to chaplains; the Employee Assistance Program, and mental health professionals; specialized interventions, family activities, and other outreach.
- g. Provide CISM assistance, advice, and training to other agencies when requested.
- h. Provide to DOH a report by the 20th day following each calendar quarter including:
 - i. The instructor training participants and their agencies and locations
 - ii. A list of ICISF Approved Instructors
 - iii. Status update on MPD’s Peer Support Team members and assistance provided
 - iv. Any additional CISM assistance, advice and training given to other agencies
- i. Be responsible for all coordination of trainings, classes, and certification for instructors.
- j. Provide invoices of all expenses for reimbursement relating to the trainings

and certification included in the Bill of Collection.

- k. Send Bill for Collection ("Bill") to DOH for payment.
 - i. The Bill shall:
 - 1. Detail services to be provided and dates of services provided covered by the Bill.
 - 2. Indicate the accounting codes of the MPD for the DOH to process payment.
 - ii. The first Bill for SIXTY-SIX THOUSAND, ONE HUNDRED AND FIFTY DOLLARS (\$66,150.00) shall be sent to DOH for coordination and cost of trainings once organized and scheduled.
 - iii. The second Bill for SEVEN THOUSAND, THREE HUNDRED AND FIFTY DOLLARS (\$7,350) shall be sent to DOH following the submittal of the final annual report.
- l. Identify a MPD point of contact for DOH communications.
 - i. All requirements and communication regarding this MOA from MPD shall be sent via email to the DOH Project Manager.
- m. Review, approve, or disapprove any contract or contract modification utilizing funds from this MOA within five (5) business days of receipt from DOH.
 - i. Should a contract or contract modification be disapproved based on source of funding requirements, MPD shall provide feedback or edits to DOH in as timely a manner as possible.

2. DOH Responsibilities.

The DOH shall:

- a. Create a Purchase Order to MPD in an amount not to exceed SEVENTY-THREE THOUSAND, FIVE HUNDRED DOLLARS (\$73,500.00) of funds to pay MPD for services, subject to the appropriation and availability of funds.
- b. Identify a DOH Project Manager to serve as the point of contact for MPD.
 - i. All requirements and communication regarding this MOA from DOH shall be sent via email to the MPD Point of Contact.

- c. Review, approve, or disapprove any contract or contract modification utilizing funds from this MOA within five (5) business days of receipt from MPD.
 - i. Should a contract or contract modification be disapproved based on source of funding requirements, DOH shall provide feedback or edits to MPD in as timely a manner as possible.
 - d. Review and discuss any reporting requirements or fiscal reports with the MPD when available.
 - e. Upon receipt of a Bill, make payment to the MPD within thirty (30) days.
 - i. All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes.
 - f. Should any billing, disallowed costs, or payment errors be found, the DOH shall submit a Bill of Collection to MPD to reclaim the funds transferred in error.
 - g. Communicate any future source of funding guidance received from the Federal government and coordinate with the MPD to ensure that all requirements and performance measures are met.
3. Indemnity. MPD shall be responsible for damage or personal injury resulting from acts or omissions of MPD employees while acting within the scope of their employment to the extent that MPD's liability for such damage or injury has been determined by a court or otherwise agreed to by MPD, and to the extent that funds have been authorized and appropriated by the County Council for such purpose, and the funds have been allocated by the executive budget process.

The DOH shall be responsible for damage or personal injury resulting from acts or omissions of DOH employees while acting within the scope of their employment to the extent that DOH's liability for such damage or injury has been determined by a court or otherwise agreed to by DOH. The DOH shall pay for such damages and injury to the extent that funds have been authorized and appropriated by the Legislature for such purpose, and the funds have been allocated by the executive budget process.

To the extent that the PARTIES are engaged in an emergency management function under the authority of an emergency declaration, the protections, rights, privileges, and immunities of section 127A-9, HRS, shall apply.

4. Authorization. Each person signing this MOA represents that he or she has the power and authority to bind the Party for which he or she signs to all terms and

conditions of this MOA.

5. Access to and Retention of Records. All payments under this Agreement are subject to audit. MPD shall retain copies of invoices and supporting documentation for a period of not less than three (3) years after submission and shall allow the DOH access to these records for purposes of verification or for fraud and abuse investigations.
6. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liability to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.
7. Assignment. This Agreement shall not be assigned, sold, or transferred by MPD to any other party.
8. Term. This MOA shall be effective from April 1, 2024 to and including June 30, 2025, unless this MOA is sooner terminated, as hereinafter provided.
9. Modifications. Any modification, alteration, or change to this MOA shall be made only by written amendment of this MOA executed by the DOH and MPD.
10. Termination. This MOA may be terminated by any Party upon written notice of cancellation at least sixty (60) calendar days prior to the termination date that includes a brief statement of the reason for the termination.
11. Notice. Any notice, demand, request, consent, approval, or communication required or permitted under this MOA shall be in writing and given by delivering the same to the below point of contact in-person, by postal mail, or email as follows:

<p>MPD</p> <p>Name: <u>John Pelletier, Chief of Police</u></p> <p>Address: <u>55 Mahalani St., Wailuku, HI 96793</u></p> <p>Phone: <u>(808) 244-6304</u></p> <p>Email: <u>John.Pelletier@mpd.net</u></p>	<p>DOH</p> <p>Name: <u>Trevor Davis</u></p> <p>Address: <u>45-691 Keaahala Rd., Kaneohe, HI 96744</u></p> <p>Phone: <u>(808) 658-9788</u></p> <p>Email: <u>trever.davis@doh@hawaii.gov</u></p>
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12. Binding Effect. This MOA is a binding agreement and may be modified, altered, or changed at any time. It is not intended to create any rights, interests, or remedies for any third-party beneficiaries, and third parties may not rely upon this MOA to assert any claim against the State or any State employee.

whether individually or in their official capacity.

13. Modification of Point of Contact. Should a modification be made to the DOH or MPD Project Manager or Point of Contact, the party making the modification must notify the other parties within five (5) business days with the name, phone number, and email of the new point of contact.
14. Compliance with Laws. This Agreement will be subject to all laws, ordinances, and rules and regulations having the effect of law governing employment.
15. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement, and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.
16. 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 Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.
17. Entire Agreement. This MOA contains the entire agreement of the parties regarding the subject matter of this MOA, and there are no other promises or conditions in any other agreement whether oral or written. This MOA supersedes any prior written or oral agreements between the PARTIES.
18. No Third-Party Rights. The PARTIES do not intend the benefits of this Agreement to inure to 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 Agreement, this Agreement 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 Agreement.
19. Signatures. The submission of a signature page by email, facsimile, and/or pdf shall be considered an original signature page for purposes of this MOA.

The DOH and MPD have executed this MOA by their signatures on the date below.

DEPARTMENT OF HEALTH:

By:

Print Name:

_____ Kenneth S. Fink, MD, MGA, MPH _____

Title:

_____ Director of Health _____

Date:

_____ November 15, 2023 _____

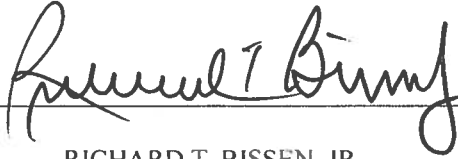
Approved as to form:

Deputy Attorney General for DOH

Date

COUNTY OF MAUI

By:



Print Name:

RICHARD T. BISSEN, JR.


Title:

Mayor

Date:

11-20-24

Approval Recommended.



JOHN PELLEVER
Chief of Police

NOV 14 2024

Date

Approved as to form:

KRISTIN K. TARNSTROM
Deputy Corporation Counsel
LF2024-0073

Date

DIGEST

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AGREEMENT WITH THE STATE OF HAWAII DEPARTMENT OF HEALTH,
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RESPONSE GRANT

This bill proposes to authorize the Mayor to enter into an intergovernmental agreement with the State of Hawaii Department of Health, Behavioral Health Administration to provide the opportunity for training initiatives to build capacity within Maui to deliver mental health services.

I, MOANA M. LUTEY, County Clerk of the County of Maui, State of Hawaii, DO
HEREBY CERTIFY that the foregoing BILL NO. 10, FD1 (2025) was passed on First
Reading by the Council of the County of Maui, State of Hawaii, on the 7th day of February,
2025, by the following vote:

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

NOES: None.

DATED at Wailuku, Maui, Hawaii, this 12th of February, 2025.



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.