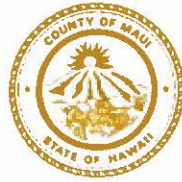


RICHARD T. BISSEN, JR.
Mayor

JOSIAH K. NISHITA
Managing Director

BRADFORD K. VENTURA
Fire Chief

GAVIN L.M. FUJIOKA
Deputy Fire Chief



DEPARTMENT OF FIRE & PUBLIC SAFETY
COUNTY OF MAUI
200 DAIRY ROAD
KAHULUI, MAUI, HAWAII 96732
www.mauicounty.gov

January 27, 2026

The Honorable Richard T. Bissen, Jr.
Mayor, County of Maui
200 South High Street
Wailuku, HI 96793

APPROVED FOR TRANSMITTAL

Bradford K. Ventura 1-28-26
Mayor Date

For Transmittal to:

The Honorable Keani Rawlins-Fernandez
Chair, Kōmike Aloha 'Āina
Maui County Council
200 South High Street
Wailuku, HI 96793

SUBJECT: TRANSITIONING KALAWAO COUNTY TO MAUI COUNTY
((KA'Ā-1(2))

Dear Chair Rawlins-Fernandez,

The Department of Fire & Public Safety is in receipt of your letter dated January 22, 2026. Please see the attached Mutual Aid Agreement dated September 22, 2015 which is in effect for 25 years.

If you have any questions or concerns, please contact the Office of Fire Chief (808) 270-7561.

Sincerely,

Brad K. Ventura

BRADFORD K. VENTURA
Fire Chief

RECEIVED AT KAĀ MEETING ON 01/29/2026

KALAUPAPA MUTUAL AID AGREEMENT ("AGREEMENT")

This AGREEMENT, made this 22 day of Sept., 2015, is between the STATE OF HAWAII, ("STATE") by Virginia Pressler, M.D., its Director of Health, and the COUNTY OF MAUI ("COUNTY") by Alan M. Arakawa, its Mayor. (The STATE and the COUNTY are hereinafter collectively referred to as "the PARTIES" or singularly as "PARTY").

WHEREAS, the County of Kalawao ("Kalaupapa") is comprised of Kalaupapa Settlement, Kalawao, the airport, the lighthouse, the pali trail, and the valleys of Waikolu, Makanalua, and Pelekunu; and

WHEREAS, Kalaupapa is administered by the Department of Health ("DOH") pursuant to chapter 326, Hawaii Revised Statutes "HRS"); and

WHEREAS, pursuant to sections 326-34 through 326-38, HRS, the DOH has the responsibility to govern Kalaupapa, including appointing a sheriff to preserve the public peace, who in turn may appoint as many police officers as may be authorized by the DOH; and

WHEREAS, under certain circumstances, Kalaupapa's fire and law enforcement personnel may encounter situations beyond its capabilities; and

WHEREAS, securing fire and law enforcement resources of the COUNTY available on the islands of Molokai and Maui is the most efficient and timely means of securing assistance for Kalaupapa; and

WHEREAS, the COUNTY has assisted the STATE by providing fire and law enforcement assistance over the past 25 years under a previous mutual aid compact; and

WHEREAS, this COUNTY assistance has been deemed useful and necessary by the STATE; and

WHEREAS, the STATE, through its Kalaupapa administrator has historically assisted the COUNTY by providing fire and law enforcement assistance to the County; and

WHEREAS, this STATE assistance has been deemed useful and necessary by the COUNTY; and

WHEREAS, the PARTIES entered into an agreement dated September 7, 1990, to establish a mutual aid compact between the STATE and the COUNTY in order to provide fire and law enforcement assistance at the Settlement for five years, which agreement was amended four times to add four additional five-year increments; the original and the four amendments are attached hereto as Exhibits 1-5. The latest amended agreement will terminate on June 30, 2015; and

WHEREAS, the PARTIES seek to continue sharing their mutual aid to provide fire and law enforcement assistance at Kalaupapa; and

WHEREAS, the mutual assistance provided by the STATE and COUNTY has been deemed useful and necessary by the PARTIES;

NOW, THEREFORE, the PARTIES agree as follows:

Section 1. Mutual Aid Agreement. The PARTIES shall continue to provide fire and law enforcement assistance at Kalaupapa.

Section 2. Scope of Assistance. The scope of fire and law enforcement assistance under this AGREEMENT shall be as follows:

- A. The STATE, through its Kalaupapa administrator, may submit a request for fire or law enforcement assistance to the COUNTY by way of the Chief of Police, the Fire Chief or their designated representatives who shall approve or disapprove a request made by the STATE; and
- B. The COUNTY, through its Chief of Police, Fire Chief, or other designated representative may submit a request for fire or law enforcement assistance to the STATE'S Kalaupapa administrator who shall approve or disapprove a request made by the COUNTY.

Section 3. Response Time. Upon approval of a request, the STATE and COUNTY shall agree on the time necessary to respond to the request.

Section 4. Deputization of County Officials. When necessary and appropriate, the STATE, through its Kalaupapa administrator, may deputize COUNTY officials or employees to carry out law enforcement activities at Kalaupapa.

Section 5. Coordination of Activities. The STATE, through its Kalaupapa administrator, shall be responsible for overall coordination of activities at Kalaupapa under this AGREEMENT.

Section 6. Compensation. The compensation for services rendered by the COUNTY or the STATE under this AGREEMENT shall be as follows:

- A. Travel Expenses. All reasonable and necessary travel expenses, including air fare or air transportation costs for COUNTY or STATE personnel, incurred in the performance of this AGREEMENT shall be paid by the recipient jurisdiction. (For purposes of this AGREEMENT, "recipient jurisdiction" means the PARTY that requested and received the assistance.);
- B. Overtime Payments. If the assistance rendered by COUNTY or STATE personnel requires overtime work compensation, the recipient jurisdiction may be required to reimburse the providing jurisdiction for those services. (For purposes of this AGREEMENT, "providing jurisdiction" means the PARTY that provided the assistance.);
- C. Food, Lodging, and Ground Transportation. The STATE shall provide food, lodging, and ground transportation as appropriate and required to COUNTY personnel providing fire or law enforcement assistance at Kalaupapa. The COUNTY shall provide food, lodging, and ground transportation as appropriate and

required to STATE personnel providing fire or law enforcement assistance outside of Kalaupapa;

D. Access to Equipment. The PARTIES shall provide access to equipment and facilities as may be required to provide the requested assistance;

E. Reimbursement Process. The reimbursement for services rendered under this AGREEMENT shall be as follows:

1. If the providing jurisdiction is the COUNTY, it shall submit an invoice in triplicate to the STATE'S Kalaupapa administrator for approval in payment processing;
2. If the providing jurisdiction is the STATE, it shall submit an invoice in triplicate to the COUNTY through the Maui County Police Chief, Fire Chief, or their designated representatives, as applicable, for approval in payment processing;
3. If an invoice is disapproved by the recipient jurisdiction, the PARTIES shall negotiate the terms of compensation through the STATE's Kalaupapa administrator and the COUNTY's applicable department head; and
4. Where a disagreement cannot be resolved through negotiations, a third party mutually agreed upon by both the STATE and COUNTY shall determine the compensation rate.

Section 7. Effective Date. This AGREEMENT shall be effective on the 1st day of July, 2015 and shall remain in effect for a period not to exceed twenty-five (25) years, unless terminated under the provisions in Section 8 of this AGREEMENT.

Section 8. Termination. This AGREEMENT may be terminated by any PARTY at any time during its effective period by giving thirty (30) days prior written notice to the other PARTY.

Section 9. Amendment. This AGREEMENT may be amended at any time in writing by mutual agreement of the PARTIES.

IN WITNESS THEREOF, the STATE and COUNTY have executed this AGREEMENT as of the date first written above.

STATE OF HAWAII

By Virginia Pressler
(Signature)

Virginia Pressler, M.D.
(Print name above)

Its Director of Health

COUNTY OF MAUI:

By Alan M. Arakawa
ALAN M. ARAKAWA
Its Mayor

APPROVED AS TO FORM AND LEGALITY:

Jerry L. Sheppard
JERRY L. SHEPPARD
Deputy Corporation Counsel
County of Maui

APPROVED AS TO FORM AND LEGALITY:

Jill T. Nagamine
Jill T. Nagamine
Deputy Attorney General
State of Hawaii