

# REQUEST FOR LEGAL SERVICES

**RECEIVED**  
By Corporation Counsel at 12:33 pm, Oct 25, 2024

**Date:** October 25, 2024  
**From:** Yuki Lei K. Sugimura, Chair  
Budget, Finance, and Economic Development Committee

**TRANSMITTAL**  
**Memo to:** DEPARTMENT OF THE CORPORATION COUNSEL  
Attention: Kristina C. Toshikiyo, Esq.

**Subject:** BILL 140 (2024), AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH 15TH SPACE SURVEILLANCE SQUADRON, AIR FORCE MAUI OPTICAL & SUPERCOMPUTING, AND AIR FORCE RESEARCH LABORATORY FOR FIRE AND EMERGENCY/NON-EMERGENCY SERVICES (BFED-105)

**Background Data:** Please see revised bill. Please submit your response to bfed.committee@mauicounty.us with a reference to BFED-105.

**Work Requested:**  FOR APPROVAL AS TO FORM AND LEGALITY  
 OTHER:

Requestor's signature <u>Yuki Lei K. Sugimura</u> Yuki Lei K. Sugimura, Chair	Contact Person <u>James Krueger or Carla Nakata</u> (Telephone Extension: 7761 or 5519, respectively)
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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): November 6, 2024  
REASON: Posting for the November 15, 2024, Council Meeting

**FOR CORPORATION COUNSEL'S RESPONSE**

ASSIGNED TO: <u>KCT/MDJ</u>	ASSIGNMENT NO. <u>2023-0087</u>	BY: <u>maa</u>
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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 10/25/24

By Kristina C. Toshikiyo, Esq.

(Rev. 7/03)

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

BILL NO. 140, CD1 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE 15<sup>TH</sup> SPACE SURVEILLANCE SQUADRON, AIR FORCE MAUI OPTICAL & SUPERCOMPUTING, AND AIR FORCE RESEARCH LABORATORY FOR FIREFIGHTING, EMERGENCY AND NON-EMERGENCY SERVICES, AND HAZARDOUS MATERIALS INCIDENT RESPONSE

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

SECTION 1. The County of Maui and the 15<sup>th</sup> Space Surveillance Squadron, Air Force Maui Optical & Supercomputing, and Air Force Research Laboratory seek to enter into an agreement for firefighting, emergency and non-emergency services, and hazardous materials incident response, 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.

APPROVED AS TO FORM AND LEGALITY:



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KRISTINA C. TOSHIKIYO

Department of the Corporation Counsel  
County of Maui

bfed:misc:105abill01:jgk

INTRODUCED BY:

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

Upon the request of the Mayor.

# EXHIBIT "1"

MEMORANDUM OF AGREEMENT  
BETWEEN  
COUNTY OF MAUI, HAWAII  
DEPARTMENT OF FIRE & PUBLIC SAFETY, MAUI COUNTY (CMDFPS)  
AND  
15TH SPACE SURVEILLANCE SQUADRON (15 SPSS)  
AIR FORCE MAUI OPTICAL & SUPERCOMPUTING (AMOS)  
AND  
AIR FORCE RESEARCH LABORATORY (AFRL)  
FOR FIRE AND EMERGENCY/NON-EMERGENCY SERVICES  
AGREEMENT NUMBER: FB2500-230009-0200

This is a Memorandum of Agreement (MOA) between the Maui County Department of Fire and Public Safety and the 15 Space Surveillance Squadron (SPSS). When referred to collectively, Maui County Department of Fire and Public Safety and the 15 SPSS are referred to as the "Parties".

1. **BACKGROUND:** In an effort to enhance space support to the warfighter, the Air Force Research Lab Detachment 15 has been inactivated and transitioned to the Space Force as the 15<sup>th</sup> Space Surveillance Squadron. This MOA is meant to outline the responsibilities in firefighting, emergency and non-emergency services, and hazardous materials incident response to be held by the County of Maui, Hawaii, Department of Fire & Public Safety (hereinafter to be referred to as the Maui County Fire Department), to be delivered to 15 SPSS, Air Force Maui Optical and Supercomputing Site, Air Force Research Laboratory (AMOS) Maui, Hawaii.

2. **AUTHORITIES:** DoDI 4000.19 *Support Agreements*, December 16, 2020.

3. **PURPOSE:** This Memorandum of Agreement (MOA) details how the Maui County Department of Fire and Public Safety agrees to offer their services in protection of the following military facilities: Maui Space Surveillance Complex; Remote Maui Experiment Site, 805 East Lipoa Parkway; 15 SPSS HQ, 550 Lipoa Parkway, Kihei, HI 96753; Logistics Center, 360 Ho'ohana Street #B110, Kahului, HI 96732

#### 4. UNDERSTANDINGS OF THE PARTIES:

##### 4.1. Maui County Department of Fire and Public Safety will:

4.1.1. Provide Fire and Emergency Services to military facilities listed in this agreement. When requested, the Maui County Fire Department will respond to facilities primarily occupied by 15 SPSS personnel, to perform fire suppression, emergency medical, and hazardous materials incident response.

4.1.2. In the event of a fire, medical, or hazardous materials response request by the 15<sup>th</sup> SPSS, Maui County Fire Chief will be the Senior Fire Official on scene. If unavailable for response, the SFO will appoint a representative from Maui County Fire to act in his/her stead.

4.1.3. Perform facility pre-fire planning and facility/area familiarization.

4.1.4. When available, and with prior notification, participate in scheduled 15 SPSS exercises.

4.1.5. In the event that simultaneous responses occur to multiple 15 SPSS' Government facilities, provide an emergency vehicle and crew to the following locations in prioritized order:

4.1.5.1 Summit Site:

4.1.6.1.a. AEOS, Building 4

4.1.6.1.b. MSSS, Building 1

4.1.6.1.c. Butler, Building 2

4.1.5.2 Sea Level Sites:

4.1.6.2.a. Building 550, Lipoa Pkwy

4.1.6.2.b. Remote Maui Experiment (RME), 805 Lipoa Pkwy

4.1.6. All equipment and personnel dispatched to 15 SPSS facilities for purposes of emergency response mitigation and/or training purposes, shall be under the control of the Maui County Department of Fire and Public Safety.

4.2. 15th Space Surveillance Squadron will:

4.2.1. Provide access for emergency vehicles and personnel from Maui County Department of Fire and Public Safety when responding to an incident at one of the government facilities mentioned in paragraph (3).

4.2.2. Supply documentation of inspections, testing, and maintenance of fire suppression/detection systems. Purchase any new or replacement fire extinguishers as required and/or identified by Maui County Department of Fire and Public Safety.

4.2.3. Provide Maui County Department of Fire and Public Safety with copies of previous facility pre-fire plans, special hazard information and any other relevant information that would assist Maui County Department of Fire and Public Safety in the performance of their duties while on 15 SPSS property.

4.2.4. Provide government specific forms/documents that Maui County Department of Fire and Public Safety may need in order for them to perform their duties on military installations.

5. 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. This MOA neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOA will be interpreted to require obligation or payment of funds.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs): The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For Maui County Department of Fire and Public Safety:

6.1.1.1. Jeffrey Giese  
Assistant Chief-Support Services  
808-270-6232  
jeffrey.giese@co.maui.hi.us

6.1.1.2 Bradford Ventura  
Fire Chief  
808-270-7920  
bradford.ventura@co.maui.hi.us

6.1.2. For 15th Space Surveillance Squadron:

6.1.2.1. Mike Rachanow  
15 SPSS Emergency Management  
808-891-7711  
michael.rachanow@spaceforce.mil

6.1.2.2. Matthew Erfman, TSgt, USSF  
Security Forces Operations Chief  
808-891-7759  
matthew.erfman@us.af.mil

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to Maui County Department of Fire and Public Safety, to-

Maui County Department of Fire and Public Safety:

6.2.1. BRADFORD VENTURA, FIRE CHIEF  
200 DAIRY ROAD  
KAHULUI, HI 96732  
bradford.ventura@co.maui.hi.us

6.2.1.1. GAVIN FUJIOKA, DEPUTY FIRE CHIEF  
200 DAIRY ROAD  
KAHULUI, HI 96732  
gavin.fujioka@co.maui.hi.us

15th Space Surveillance Squadron:

6.2.2. MAUI SPACE SURVEILLANCE COMPLEX REMOTE MAUI  
EXPERIMENT SITE  
805 EAST LIPOA PARKWAY  
KIHEI, HI 96753

15 SPSS HQ  
550 LIPOA PARKWAY  
KIHEI, HI 96753

LOGISTICS CENTER  
360 HO'OHANA STREET #B110  
KAHULUI, HI 96732

6.3. FUNDS AND MANPOWER: This MOA neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOA will be interpreted to require obligation or payment of funds.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA 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.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties. There is no requirement for reimbursable payment for unavoidable termination.

6.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOA expires on ten years minus one day after the last Party signs.

6.11. CANCELLATION OR MODIFICATION OF PREVIOUS MOA: This is a new MOA.

6.12. NO THIRD PARTY BENEFICIARIES: Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. REVIEW OF AGREEMENT: If non-reimbursable, this MOA will be reviewed and validated by both parties no less often than mid-point on or around the anniversary of its effective date in its entirety.

7. FINANCIAL DETAILS: This MOA does not provide for reimbursement between the Parties.

APPROVED:

For the County of Maui:

For 15th Space Surveillance  
Squadron

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

\_\_\_\_\_  
PHILLIP F. WAGENBACH, Lt Col. USSF  
Commander, 15 SPSS

APPROVAL RECOMMENDED:

\_\_\_\_\_  
BRADFORD K. VENTURA  
Fire Chief  
Maui County Department of Fire & Public Safety

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
MICHAEL J. HOPPER  
Deputy Corporation Counsel

Mid-Point Review Due Date: 5 years from the last signature  
Mid-Point Review completed by: See the Mid-Point Review MFR signed by both Parties



## BFED Committee

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**From:** Kristina Toshikiyo <Kristina.C.Toshikiyo@co.maui.hi.us>  
**Sent:** Friday, October 25, 2024 4:26 PM  
**To:** BFED Committee  
**Cc:** Melody Andrion; James G. Krueger  
**Subject:** Transmitting BFED-105 Bill 140 CD1  
**Attachments:** BFED-105 2024-10-25 RAFL Closing Bill 140 (2024) IGA 15 Space Surveillance Squadron.pdf

Hi,

Please see the attached approved bill.

Thank you!

Kristina

\*\*\*Department of the Corporation Counsel emails may contain attorney-client privilege information and should not be forwarded without approval.

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Wailuku, Hawaii 96793  
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