

RICHARD T. BISSEN, JR.
Mayor

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August 13, 2025

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

APPROVED FOR TRANSMITTAL

Richard T. Bissen, Jr. 8-18-25
Mayor Date

For Transmittal to:

Honorable Yuki Lei K. Sugimura, Chair
Budget, Finance, and Economic Development Committee
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Sugimura and Members:

SUBJECT: BILL 90 (2025), AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HAWAII (BFED-2); AND BILL 91 (2025), AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF HONOLULU (BFED-3)

Pursuant to your letter dated August 12, 2025, regarding the above-referenced matters, please see responses below:

1. What prompted the proposed assignment of Maui County staff to support Hawaii County and the City and County of Honolulu with these agreements, and how were they initiated? Are any other specific benefits anticipated for Maui County above broader inter- county collaboration?

Response: *Hawaii County and the City & County of Honolulu have been unable to fill their Commercial Driver License (CDL) Examiner positions. Both have requested Maui State CDL Grant Program assistance in administering CDL Skills Testing at their State DOT approved testing facilities and routes. Maui is current in meeting its CDL skills testing demands and has the capacity to render the requested assistance. By rendering assistance, we anticipate that Hawaii County and the City & County of Honolulu CDL programs will render similar and reciprocal assistance in the event Maui experiences a future CDL Examiner staffing shortage.*

2. Have similar assignments been made in the past? If yes, what outcomes or lessons inform the current approach?

Response: *In the past, both Hawai'i County and the City & County of Honolulu have assisted Maui with training and certifying our CDL Examiners and Supervisor. While the CDL programs reside in the different counties, it is recommended to maintain mutually cooperative relationships which benefit the overall "State" CDL program.*

3. What staffing level, schedule, and time commitment is contemplated for each agreement? Please explain.

Response: *First priority will be to meet the Maui CDL Skills Testing requests. Our commitment will be dependent upon our staff availability and the needs of the other counties.*

4. How does the Department determine whether it has sufficient capacity to assign staff without disrupting core services for Maui County?

Response: *CDL Skills Tests are booked in advance by appointment. Capacity to assist other counties will consider Maui appointment and staffing levels.*

5. Have any collective bargaining, civil service, or human resources issues been reviewed in connection with these assignments? If so, please explain.

Response: *Our CDL Examiners travel to Moloka'i and Lāna'i to administer CDL Skills Testing. We are not aware of any collective bargaining issues as all CDL Examiners at the various counties have similar duties under the Collective Bargaining Agreement.*

6. The agreements define the term as "effective upon execution of this agreement until June 30, 2025." However, the request is for execution after June 30, 2025.

- a. Please explain the reason for including June 30, 2025, as the end date.

Response: *The requests from Hawai'i County and the City & County of Honolulu were initiated in March 2025 with an approximate 90-day duration and renewable upon mutual agreement. The 90th day would have been June 30, 2025.*

- b. Will the agreement be revised to extend the term beyond June 30, 2025, to reflect the intended execution date?

Response: *The agreement will be revised to replace June 30, 2025 with a new 90-day period after mutual agreement. Both Bills 90 and 91, under SECTION 2, provide for 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.*

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7. Does the reimbursement arrangement under these agreements include costs associated with workers' compensation or other liability coverage if the assigned employee is injured while traveling for work or performing duties under the agreement? Please explain the process for ensuring reimbursement of such costs.

Response: *This agreement is made under the provisions of Hawaii Revised Statutes §78-27 (a-d) Temporary inter- and intra-governmental assignments and exchanges.*

Should you have any questions, please feel free to contact me or Deputy Director Maria Zielinski at extension 7722.

Sincerely,



MARCY MARTIN
Director of Finance

Cc: Carmelito Vila, DMVL Administrator

BFED Committee

From: Michelle L. Santos <Michelle.Santos@co.maui.hi.us>
Sent: Monday, August 18, 2025 3:59 PM
To: BFED Committee
Cc: Cynthia E. Sasada; Erin A. Wade; Josiah K. Nishita; Kelii P. Nahooikaika; Marcy L. Martin; Maria E. Zielinski; Stacey M. Vinoray
Subject: MT#11184 BILL 90
Attachments: MT#11184-BFED COMMITTEE.pdf