

COUNCIL OF THE COUNTY OF MAUI
BUDGET AND FINANCE COMMITTEE

November 15, 2018

Committee
Report No. 18-196

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Budget and Finance Committee, having met on October 30, 2018, makes reference to County Communication 18-247, from Councilmember Riki Hokama, relating to amendments to Appendix A, Grant Revenue – Schedule of Grants and Restricted Use Revenues by Departments and Programs for Fiscal Year (“FY”) 2019.

By correspondence dated October 19, 2018, the Budget Director transmitted the following:

1. A proposed bill entitled “A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2019 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO APPENDIX A, PART I, GRANTS AND RESTRICTED USE REVENUES – SCHEDULE OF GRANTS AND RESTRICTED USE REVENUES BY DEPARTMENTS AND PROGRAMS, EMERGENCY MANAGEMENT AGENCY (FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PRE-DISASTER MITIGATION PROGRAM).”

The purpose of the proposed bill is to amend Appendix A, Part I, Grants and Restricted Use Revenues – Schedule of Grants and Restricted Use Revenues by Departments and Programs, FY 2019 Budget, by adding an appropriation for the Emergency Management Agency (“EMA”) entitled “Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Program,” in the amount of \$121,000.

2. A proposed bill entitled “A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH

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THE HAWAII EMERGENCY MANAGEMENT AGENCY,
DEPARTMENT OF DEFENSE, STATE OF HAWAII FOR
PRE-DISASTER MITIGATION GRANT FUNDS.”

The purpose of the proposed bill is to authorize the Mayor to enter into an intergovernmental agreement with the State of Hawaii EMA, Department of Defense, for pre-disaster mitigation funds. The funds will support the Maui EMA’s development of a mitigation project to identify long-term strategies to reduce the risks of natural hazards which may threaten the property, safety, and well-being of citizens and communities in Maui County.

The Budget Director said the grant from FEMA for \$121,000 requires 25 percent matching funds from the County. He said because the County is required to provide \$41,000 as its match, an intergovernmental agreement between the Hawaii EMA and the County is required.

The Emergency Management Officer (“Officer”) said the funds would be used to update the County’s Hazard Mitigation Plan (“Plan”). He confirmed that the matching funds of \$41,000 is included in EMA’s FY 2019 Budget.

The Officer said a Plan is often required when applying for grants or when leveraging County funds to secure other funding.

A representative from the Maui EMA said the County’s current Plan needs to be updated and approved by FEMA by September 2020. She added that once the Plan is approved by FEMA, it would be submitted to the Council for its review and adoption of the Plan.

She explained the Plan identifies initiatives or projects that the County should implement to mitigate future losses. The Plan is intended to allow for investment of funds prior to a disaster and reduce the dependency of post-disaster funding from FEMA.

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Your Committee voted 7-0 to recommend passage of the proposed bills on first reading. Committee Chair Hokama and members Atay, Carroll, Cochran, Crivello, Guzman, and Sugimura voted "aye." Committee Vice-Chair White and member King were excused.

Your Committee is in receipt of a revised proposed bill to amend Appendix A, Part I, of the FY 2019 Budget, approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions that take into account prior amendments to the FY 2019 Budget.

Your Budget and Finance Committee **RECOMMENDS** the following:

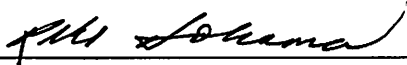
1. That Bill _____ (2018), attached hereto, entitled "A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2019 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO APPENDIX A, PART I, GRANTS AND RESTRICTED USE REVENUES – SCHEDULE OF GRANTS AND RESTRICTED USE REVENUES BY DEPARTMENTS AND PROGRAMS, EMERGENCY MANAGEMENT AGENCY (FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PRE-DISASTER MITIGATION PROGRAM)," be PASSED ON FIRST READING and be ORDERED TO PRINT; and
2. That Bill _____ (2018), attached hereto, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HAWAII EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF DEFENSE, STATE OF HAWAII FOR PRE-DISASTER MITIGATION GRANT FUNDS," be PASSED ON FIRST READING and be ORDERED TO PRINT.

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This report is submitted in accordance with Rule 8 of the Rules of the Council.



RIKI HOKAMA, Chair

bf:cr:18157(8)aa:mmy

ORDINANCE NO. _____

BILL NO. _____ (2018)

A BILL FOR AN ORDINANCE AMENDING
THE FISCAL YEAR 2019 BUDGET FOR THE COUNTY OF MAUI
AS IT PERTAINS TO APPENDIX A, PART I,
GRANTS AND RESTRICTED USE REVENUES - SCHEDULE OF GRANTS AND
RESTRICTED USE REVENUES BY DEPARTMENTS AND PROGRAMS,
EMERGENCY MANAGEMENT AGENCY
(FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
PRE-DISASTER MITIGATION PROGRAM)

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

SECTION 1. Ordinance No. 4861, Bill No. 57 (2018), as amended, "Fiscal Year 2019 Budget", Appendix A, Part I, Grants and Restricted Use Revenues – Schedule of Grants and Restricted Use Revenues by Departments and Programs for Fiscal Year 2019, is hereby amended as it pertains to the Emergency Management Agency, by adding an appropriation entitled, "Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Program", in the amount of \$121,000, to read as follows:

"1. Emergency Management Agency

a. Emergency Management Performance Grant (EMPG)	100,000
b. State Homeland Security Grant (SHSG) Program	754,000
c. <u>Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Program</u>	<u>121,000"</u>

SECTION 2. New material is underscored.

SECTION 3. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel

ORDINANCE NO. _____

BILL NO. _____ (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR
OF THE COUNTY OF MAUI TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE HAWAII EMERGENCY
MANAGEMENT AGENCY, DEPARTMENT OF DEFENSE, STATE OF HAWAII
FOR PRE-DISASTER MITIGATION GRANT FUNDS

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

SECTION 1. Purpose. The Hawaii Emergency Management Agency, Department of Defense, State of Hawaii (HEMA), is the recipient of a Pre-Disaster Mitigation Grant from the Federal Emergency Management Agency (FEMA). The County of Maui Emergency Management Agency (MEMA) is a sub-recipient of the FEMA grant funds managed by HEMA, and has been awarded \$121,000.00 of the FEMA grant funds, which requires the County of Maui to provide a \$41,000.00 match, as more fully described in Exhibit "1", attached hereto and incorporated herein. These grant funds will support MEMA's development of a mitigation project entitled "County of Maui Multi-Hazard Mitigation Plan Update", for long-term strategies to reduce the risks of natural hazards which may threaten the property, safety and well-being of citizens and communities in Maui County.

Section 2.20.020, Maui County Code, provides that, 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. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreement, all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read "J. L. Sheppard", is written over a horizontal line.

JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui

2018-1259
2018-11-14 IGA Ord revised

MEMORANDUM OF AGREEMENT

Between

HAWAII EMERGENCY MANAGEMENT AGENCY
DEPARTMENT OF DEFENSE
STATE OF HAWAII

and the

EMERGENCY MANAGEMENT AGENCY
COUNTY OF MAUI

1. This MEMORANDUM OF AGREEMENT (MOA) is effective and entered into by and between the Department of Defense, State of Hawai'i, on behalf of its Hawaii Emergency Management Agency, hereinafter referred to as "RECIPIENT," and the County of Maui, Emergency management Agency, hereinafter referred to as "SUBRECIPIENT."
2. The purpose of this MOA is to support the project objective of and activities related to the mitigation project entitled "County of Maui Multi-Hazard Mitigation Plan Update". This project ensures implementation of a complete update of County of Maui Multi-Hazard Mitigation Plan of 2015. The project supports State and County commitments toward long-term strategies to reduce the risks of natural hazards.
3. Period of Performance. This MOA covers the effective date and ends January 30, 2021.
4. Modifications. Any extensions, changes or alterations to the MOA shall be agreed to by both parties in writing before being undertaken and the same shall be evidenced by written amendment to this MOA.
5. Project Budget. The RECIPIENT, through the FEMA Pre-Disaster Mitigation Program (PDM), shall provide a maximum amount of \$121,000 for the project, and the SUBRECIPIENT shall provide the required match of \$41,000 through County funds and/or in-kind activities. The SUBRECIPIENT shall maintain accountability of activities that contribute to the use of the RECIPIENT funds. All activities shall be associated with the categories of activities cited in paragraph 2.
6. Subcontracts. If the SUBRECIPIENT subcontracts any or all of the work required under this Agreement, the SUBRECIPIENT agrees to include in the subcontract that the subcontractor is bound by the same terms and conditions of the Agreement with SUBRECIPIENT. A copy of the executed subcontract must be forwarded to the RECIPIENT within ten (10) days of the execution of said contract. Contractual agreement shall in no way relieve the SUBRECIPIENT of its

Exhibit "1"

responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state laws, regulations, and requirements. The SUBRECIPIENT may not subcontract any work required by this Agreement to any external individual or entity who participated in the development of the application for the mitigation project covered by this Agreement.

7. This Agreement is entered into and awarded under the FEMA 2017 Pre-Disaster Mitigation Program award. The SUBRECIPIENT certifies compliance with all other applicable rules and regulations regarding State statutes, regulations and guidelines and any and all other provisions of law that are applicable to this award.
8. Nothing in this Agreement shall be construed as an indemnification by one party or another for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during performance of this Agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors, or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law. However, SUBRECIPIENT shall require its Contractors to indemnify, defend, and hold harmless the SUBRECIPIENT and the STATE, including any officers and employees, from all claims and actions arising out of the subcontractors' entry onto and activities upon, within, or near the projects as a result of this Agreement.
9. The SUBRECIPIENT shall require its consultants, contractors, and subcontractors (together subcontractors) to procure and maintain during the term of each contract and any extension thereof, from an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-VIII" or other comparable and equivalent industry rating, a policy or policies of general liability insurance covering bodily injury and property damage with limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. All required policies of insurance shall name the SUBRECIPIENT and the State of Hawaii, and their elected and appointed officials, officers, and employees as additional insured and provide that the policy will not be canceled, terminated, lapsed, or materially changed without 30 days' prior written notice to SUBRECIPIENT and the STATE. The adequacy of the coverage afforded by the said liability and property damage insurance shall be subject to review by SUBRECIPIENT and the STATE from time to time. The SUBRECIPIENT's subcontractors shall provide SUBRECIPIENT and the STATE with a certificate of insurance evidencing coverage prior to any work.
10. Method of Payment. Payment is made on a reimbursable basis, from the RECIPIENT to the SUBRECIPIENT. If other payment arrangements for costs incurred as a result of this MOA are desired, agreement must be reached after consultation between the RECIPIENT and SUBRECIPIENT.

11. Quarterly Reports. The SUBRECIPIENT is required to submit to the RECIPIENT a quarterly financial and performance report. Report dates are March 30, June 30, September 30, and December 30 of each year. The first report is due on September 30, 2018.
12. Termination. Either party to this MOA shall have the privilege, with or without cause, to terminate this MOA at any time upon written notice given thirty (30) days in advance of such termination. Upon termination, the total amount to be paid to the SUBRECIPIENT shall be determined on the basis of the total work completed up to the date of such termination.

IN WITNESS THEREOF, the parties have executed this MEMORANDUM OF AGREEMENT on the day, month, and year mentioned above.

EMERGENCY MANAGEMENT AGENCY
COUNTY OF MAUI

COUNTY OF MAUI

ALAN M. ARAKAWA
Its Mayor

By  10/16/18
HERMAN ANDAYA Date
Administrator

APPROVED AS TO FORM
AND LEGALITY

Jennie L. Sheppard
Deputy Corporation Counsel
County of Maui

HAWAII EMERGENCY MANAGEMENT AGENCY
DEPARTMENT OF DEFENSE
STATE OF HAWAII (STATE)

APPROVED AS TO FORM:

By _____

THOMAS L. TRAVIS
Administrator

Date

Deputy Attorney General