

MICHAEL P. VICTORINO
Mayor

ROWENA M. DAGDAG-ANDAYA
Director

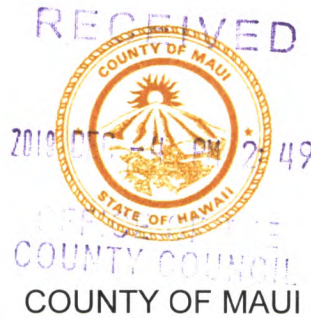
JORDAN MOLINA
Deputy Director

GLEN A. UENO, P.E., L.S.
Development Services Administration

RODRIGO "CHICO" RABARA, P.E.
Engineering Division

JOHN R. SMITH, P.E.
Highways Division

Telephone: (808) 270-7845
Fax: (808) 270-7955



DEPARTMENT OF PUBLIC WORKS
200 SOUTH HIGH STREET, ROOM 434
WAILUKU, MAUI, HAWAII 96793

RECEIVED
2019 DEC -3 PM 3:15
OFFICE OF THE MAYOR

December 3, 2019

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

APPROVED FOR TRANSMITTAL

Michael P. Victorino

Mayor Date

For Transmittal to:

Honorable Keani Rawlins-Fernandez, Chair
Economic Development and Budget Committee
Maui County Council
200 South High Street
Wailuku, Maui, Hawaii 96793

Dear Chair Rawlins-Fernandez:

**SUBJECT: DEPARTMENT OF PUBLIC WORKS (HAWAII EMERGENCY
MANAGEMENT AGENCY, DEPARTMENT OF DEFENSE, STATE OF
HAWAII, PRE-DISASTER MITIGATION GRANT) (EDB-45[10])**

We are hereby transmitting 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. The agreement is from October 28, 2019 to August 15, 2021 for \$112,500.30 and requires a County match of \$45,547.70.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at Ext. 7845.

Sincerely,

Jordan Molina
FOR ROWENA M. DAGDAG-ANDAYA
Director of Public Works

RMDA:jso
Attachment

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ORDINANCE NO. _____

BILL NO. _____ (2019)

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
(DEPARTMENT OF PUBLIC WORKS, HIGHWAYS DIVISION)

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

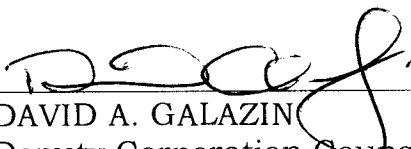
SECTION 1. Purpose. The Hawaii Emergency Management Agency, Department of Defense, State of Hawaii (HEMA), is the recipient of a Pre-Disaster Mitigation Program award from the Federal Emergency Management Agency (FEMA). The County of Maui Department of Public Works (DPW) is a sub-recipient of the FEMA grant funds managed by HEMA, through the Hazard Mitigation Grant Program (HMGP), FEMA 4282-DR-HI, and has been awarded \$112,500.30 of the FEMA grant funds, which requires the County of Maui to provide a \$45,547.70 match, as more fully described in Exhibit "1", attached hereto and incorporated herein. These grant funds will support DPW's development of a mitigation project entitled "Hardening of Maui County Highways Division Baseyard", which supports long-term strategies to reduce the risks of natural hazards.

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. All action heretofore taken, not inconsistent with the provisions of this ordinance, is hereby ratified, approved and affirmed.

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read 'D. Galazin', is written over a horizontal line.

DAVID A. GALAZIN
Deputy Corporation Counsel
County of Maui
2019-1204
2019-11-29 IGA MOA Ord HEMA & DPW

MEMORANDUM OF AGREEMENT

Between

HAWAII EMERGENCY MANAGEMENT AGENCY
DEPARTMENT OF DEFENSE
STATE OF HAWAI'I

and the

DEPARTMENT OF PUBLIC WORKS
COUNTY OF MAUI

1. This MEMORANDUM OF AGREEMENT (MOA) is effective October 28, 2019 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, Department of Public Works, Highways Division, 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 "Hardening of Maui County Highways Division Baseyard". 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 August 15, 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 Hazard Mitigation Grant Program (HMGP), FEMA 4282-DR-HI shall provide a maximum amount of \$112,500.30 for the project, and the SUBRECIPIENT shall provide the required match of \$45,547.70 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 responsibilities to

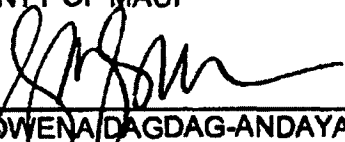
ensure that all funds issued pursuant to this grant be administered in accordance with all state laws, regulations, and requirements. The SUBRECIPIENT may not subcontract any work required by this Agreement to any external individual or entity who participated in the development of the application for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

7. This Agreement is entered into and awarded under the Hazard Mitigation Grant 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 December 30, 2019.
12. Termination. Either party to his MOA shall have the privilege, with or without cause, to terminate this MOA at this 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, which shall be effective as of the date of the last signature hereto.

DEPARTMENT OF PUBLIC WORKS
COUNTY OF MAUI

By 
ROWENA DAGDAG-ANDAYA
Its Director

Date: 10/09/2019

COUNTY OF MAUI

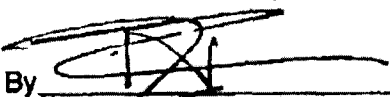
By 
MICHAEL P. VICTORINO
Its Mayor

Date: 10/18/19

APPROVED AS TO FORM AND LEGALITY:


DAVID A. GALAZIN
Deputy Corporation Counsel
County of Maui
2019-1204
2019-10-01 MOA between HEMA & DPW

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

By 
THOMAS L. TRAVIS
Administrator

Date: 10/25/19

APPROVED AS TO FORM:


Deputy Attorney General

DEPARTMENT COVER SHEET FOR DOCUMENTS TO MAYOR

CONTACT PERSON: Jill Anne S. Ono **DATE:** December 3, 2019

DEPARTMENT: Public Works, Director's Office

SUBJECT/BRIEF DESCRIPTION: Transmittal to Keani Rawlins-Fernandez, Chair, Economic Development and Budget
re Department of Public Works (Hawaii Emergency Management Agency, Department of Defense, State of Hawaii,
Pre-Disaster Mitigation Grant) (EDB-45[10]) for approval **DATE ACTION REQUIRED BY:**
to transmit by Mayor Michael P. Victorino. Thank you!

ACTION REQUIRED BY MAYOR:

☐

SIGNATURE

☐

NOTARY

☒

APPROVAL

☐

REVIEW/COMMENT

☐

OTHER

REASONS FOR REQUESTED ACTION:

MAYOR'S OFFICE – WHEN COMPLETED, RETURN:

☐

BACK TO THE DEPARTMENT

☒

OTHER

Council Services