COUNCIL OF THE COUNTY OF MAUI

WATER, INFRASTRUCTURE, AND TRANSPORTATION COMMITTEE

October 9, 2020

Committee Report No. _____

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

Chair and Members:

Your Water, Infrastructure, and Transportation Committee, having met on February 24, 2020, August 10, 2020, and September 21, 2020 makes reference to the following:

1. County Communication 19-423, from the Deputy Director of Water Supply, transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF HONOLULU, HONOLULU BOARD OF WATER SUPPLY, THE COUNTY OF HAWAII, DEPARTMENT OF WATER SUPPLY, AND THE COUNTY OF KAUAI, DEPARTMENT OF WATER SUPPLY FOR MUTUAL AID AND ASSISTANCE DURING EMERGENCIES (HAWAII WATER AGENCY RESPONSE NETWORK (HIWARN) INTRASTATE PROGRAM FOR MUTUAL AID AND ASSISTANCE)."

   The purpose of the proposed bill is to authorize the Mayor to enter into an intergovernmental agreement that will allow the Department of Water Supply to participate with the other water agencies in the State to provide mutual support during an emergency.

2. Committee Report 19-141, from your Water and Infrastructure Committee, recommending passage on first reading of the proposed bill and filing of County Communication 19-423.

Your Committee notes your Water and Infrastructure Committee met on November 4, 2019, and reported on this matter through Committee Report 19-141. At its meeting of November 22, 2019, the Council recommitted Committee Report 19-141 to your Water and Infrastructure Committee. Then on January 10, 2020, the Council referred the matter to your Water, Infrastructure, and Transportation Committee.

The Hawaii Water Agency Response Network ("HIWARN") is a program that allows a public water agency anywhere in the State to request assistance from other counties' water agencies in an emergency. The support could include personnel, equipment, or supplies.

Your Committee notes Section 2.20.020, Maui County Code, provides that "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," unless authorized by ordinance.

At your Committee's February 24, 2020, meeting, the Deputy Director of Water Supply provided an overview of the HIWARN program. She noted support under the program can be requested at the discretion of any participating agency. Costs incurred to provide emergency assistance would be reimbursed by the requesting agency.

Your Committee expressed support for the program, but discussed whether the Council should maintain control over the County of Maui's ability to request assistance and incur costs from other Hawaii water utility members.

The Department noted that the addition of required Council approval to allow the County of Maui to request assistance as a member of HIWARN would slow down what is designed to be an efficient process. Your Committee expressed appreciation for that stance, but continued its discussion about the merits of adding that requirement.

After discussion was exhausted, your Committee amended the proposed bill by adding a condition that in order for the County of Maui, as a member of HIWARN, to request assistance of any other Hawaii water utility member, the Council must first approve the request for assistance by resolution.

Your Committee voted 5-4 to recommend passage of the revised proposed bill on first reading and filing of the communication. Committee members King, Molina, Paltin, Rawlins-Fernandez, and Sinenci voted "aye." Committee Chair Sugimura, Vice-Chair Lee, and members Hokama and Kama voted "no."

At its meetings of August 10, 2020, and September 21, 2020, the matter was deferred, leaving your Committee's earlier recommendations in effect.

Your Committee is in receipt of a revised proposed bill, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HONOLULU BOARD OF WATER SUPPLY, HAWAII COUNTY DEPARTMENT OF WATER SUPPLY, AND KAUAI COUNTY DEPARTMENT OF WATER SUPPLY FOR MUTUAL AID AND ASSISTANCE DURING EMERGENCIES (HAWAII WATER AGENCY RESPONSE NETWORK (HIWARN) INTRASTATE PROGRAM FOR MUTUAL AID AND ASSISTANCE)," approved as to form and legality by the Department of the Corporation Counsel, incorporating your Committee's recommended revisions and nonsubstantive revisions.

Your Water, Infrastructure, and Transportation Committee RECOMMENDS the following:

1. That Bill _____ (2020), as revised herein and attached hereto, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE

HONOLULU BOARD OF WATER SUPPLY, HAWAII COUNTY DEPARTMENT OF WATER SUPPLY, AND KAUAI COUNTY DEPARTMENT OF WATER SUPPLY FOR MUTUAL AID AND ASSISTANCE DURING EMERGENCIES (HAWAII WATER AGENCY RESPONSE NETWORK (HIWARN) INTRASTATE PROGRAM FOR MUTUAL AID AND ASSISTANCE)," be PASSED ON FIRST READING and be ORDERED TO PRINT; and

2. That County Communication 19-423 be FILED.

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

Yuki Lei K. Sugimura

YUKI LEI K. SUGIMURA, Chair

wit:cr:20039aa:ljcm

ORDINANCE NO. _____

BILL NO. _____ (2020)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HONOLULU BOARD OF WATER SUPPLY, HAWAII COUNTY DEPARTMENT OF WATER SUPPLY, AND KAUAI COUNTY DEPARTMENT OF WATER SUPPLY FOR MUTUAL AID AND ASSISTANCE DURING EMERGENCIES (HAWAII WATER AGENCY RESPONSE NETWORK (HIWARN) INTRASTATE PROGRAM FOR MUTUAL AID AND ASSISTANCE)

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

SECTION 1. Purpose. The County of Maui, Department of Water Supply ("DWS"), desires to participate in the Hawaii Water Agency Response Network (HIWARN) Intrastate Program for Mutual Aid and Assistance (the "Program") and to enter into a Hawaii Water Agency Response Network (HIWARN) Mutual Aid and Assistance Agreement (the "Agreement") with the City and County of Honolulu, Honolulu Board of Water Supply; the County of Hawaii, Department of Water Supply; and the County of Kauai, Department of Water Supply (collectively, including DWS, the "Hawaii Water Utility Members").

The Hawaii Water Utility Members recognize emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact. Through the Program, the Hawaii Water Utility Members would coordinate response activities and share resources during emergencies. The Agreement, attached as Exhibit "1," has the potential to place a financial obligation on the County.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor may not enter into any intergovernmental agreement or any amendment that places a financial obligation upon the County or any County department or agency.

SECTION 2. Authorization. The Council of the County of Maui authorizes the Mayor or his authorized representative to execute the Agreement and all other necessary documents and amendments relating to the Agreement; except that, before any request for mutual aid and assistance is made by the County of Maui to any other Hawaii Water Utility Member, the Council must approve the mutual aid and assistance request by a majority vote.

SECTION 3. Effective date. This ordinance takes effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:

JENNIFER M.P.E. OANA
Deputy Corporation Counsel
County of Maui

wit:misc:039abill01

Hawaii Water Agency Response Network (HIWARN)
Mutual Aid and Assistance Agreement

AGREEMENT

This Hawaii Water Agency Response Network (HIWARN) Mutual Aid Agreement ("Agreement") is made and entered into by Hawaii Water Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

ARTICLE I.
PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish a Hawaii Water Agency Response Network (HIWARN) Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the HIWARN Mutual Aid and Assistance Program.

ARTICLE II.
DEFINITIONS

A. Associate Member – Any non-utility participant, approved by the HIWARN Leadership Team, that provides a support role for the HIWARN program, such as the State of Hawaii Department of Health, or those who are members of the HIWARN Leadership Team but have not executed this Agreement.

B. Authorized Official – An employee or officer of a Member utility that is authorized to:
   1. Request assistance;
   2. Offer assistance;
   3. Refuse to offer assistance or;
   4. Withdraw assistance under this Agreement.

C. Confidential Information – Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.

D. Emergency – An occurrence or imminent threat thereof, which results or may likely result in substantial injury or harm to the population or loss of life, or substantial damage to or loss of property that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate without assistance.

E. Hawaii Water Utility – Any county or private municipal drinking water utility that is regulated under Hawaii Administrative Rules, Title 11, Department of Health, Chapter 20, Rules Relating to Potable Water Systems.

F. Member – Any Hawaii Water Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

G. National Incident Management System (NIMS) – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

H. Non-Responding Member – A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

I. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member during an Emergency. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period.

J. Requesting Member – A Member or Associate Member who requests aid or assistance under the Mutual Aid and Assistance Program.

K. Responding Member – A Member or Associate Member that responds to a request for aid or assistance under the Mutual Aid and Assistance Program.

ARTICLE III.
ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered by the HIWARN Leadership Team through the HIWARN Steering Committee in accordance with the HIWARN By-Laws. The purpose of the HIWARN Steering Committee is to provide local coordination of the Mutual Aid and Assistance Program before, during, and after an emergency.

The HIWARN Leadership Team shall meet semi-annually to address Mutual Aid and Assistance Program issues. The HIWARN Steering Committee shall meet annually to review emergency preparedness and response procedures. The Leadership Team and Steering Committee represent the interests of the HIWARN program and its members. In addition to representing the interests of the Members, the Leadership Team and Steering Committee includes representatives from County water utilities and those organizations that may have a role to play in the Mutual Aid and Assistance Program, such as public health, emergency management, Rural Water Association, American Water Works Association, etc. Under the leadership of the Chair, the HIWARN Steering Committee shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV.
PROCEDURES

In coordination with the HIWARN Leadership Team, the Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as needed by the Steering Committee.

ARTICLE V.
REQUESTS FOR ASSISTANCE

A. Member Responsibility – Members shall each identify an Authorized Official and alternates and provide 24-hour contact information. In addition, Members shall also be responsible for

maintaining resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur and provided to the HIWARN Steering Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member or Associate Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

B. Response to a Request for Assistance – Members of this Agreement are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI.
RESPONDING MEMBER PERSONNEL

A. National Incident Management System – When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the National Incident Management System (NIMS).

B. Control – During the Period of Assistance the Responding Member's personnel remain under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Authorized Official of the Responding Member shall designate supervisor(s) who must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent food and shelter costs exceed the State per diem rates for the area; the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed

to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of the Responding Member's resources at any time for any reason in the Responding Member's Authorized Official's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as soon as is practicable under the circumstances.

ARTICLE VII.
COST-REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost. This Article shall survive termination or withdrawal.

A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs. The Requesting Member and the Responding Member shall remain responsible for the worker's compensation coverage of their respective personnel.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. At a minimum, rates for equipment use must be based on the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease or rent a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such lease or rental costs.

C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable materials and supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies and the Requesting Member will be responsible for the cost of reimbursement.

D. Payment Period – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) calendar days following the end of the Period of Assistance. The Responding Member may request reasonable additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) calendar day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than twelve (12) months after the date a final itemized bill is submitted to the Requesting Member.

E. Records - Each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost; bill; or making a financial, maintenance, or regulatory audit. Each Requesting Member's duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost; bill; or making a financial, maintenance, or regulatory audit. Such records shall be maintained for at least three (3) years from the date of final payment to a Responding Member or longer where required by law.

ARTICLE VIII.
DISPUTES

If any controversy or claim arises out of, or relates to, performance under this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as a final judgment that is binding on the parties.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY RESPONDING MEMBERS

To the extent permitted by law, the Requesting Member shall fully indemnify and hold harmless the Responding Member, its officers, and employees from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's indemnification includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel. Where assistance is provided, this provision shall survive termination of this Agreement and withdrawal.

ARTICLE X.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XI.
NOTICE

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise arises out of this Agreement which affects or might affect other Members of this Agreement shall provide prompt and timely notice, verbal or in writing, to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

ARTICLE XIII.
CONFIDENTIAL INFORMATION

To the extent provided by law, any Member or Associate Member shall maintain in the strictest

confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

This Confidentiality provision does not apply to information that: (1) was publicly known, or otherwise known to the party requesting Confidential Information, at the time it was disclosed; (2) subsequently becomes publicly known through no act or omission of a Member or Associate Member; or (3) otherwise becomes known to the party requesting Confidential Information other than through disclosure by a Member or Associate Member.

All information, data, or other material shared with Members or Associate Members that are government entities, irrespective of whether such material was identified as proprietary or confidential, is subject to the Uniform Information Practices Act, Chapter 92F, HRS.

ARTICLE XIV.
EFFECTIVE DATE

This Agreement shall be effective as of the date of the last signatory. Copies of the duly executed Agreement shall be distributed to Members for their records. The Steering Committee Chair shall maintain a master list of all members of the HIWARN Mutual Aid and Assistance Program.

ARTICLE XV.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Leadership Team Chair and the Steering Committee Chair and is effective upon receipt. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVI.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support this Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a majority vote of the Leadership Team upon giving due consideration and deliberation to comments received from the Members and Steering Committee. The Leadership Team Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect ninety (90) calendar days after the date upon which notice is sent to the Members.

ARTICLE XVII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII.
PRIOR AGREEMENTS

This Agreement supersedes all prior agreements between Members to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XIX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XX.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the HIWARN Intrastate Mutual Aid and Assistance Program and the State of Hawaii Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water utilities through this Agreement if such a Program is established and this Agreement is modified to set forth the procedures and standards for the administration of such a program.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

_____ day of _____, _____.

Water Utility: City and County of Honolulu, Honolulu Board of Water Supply

By:_____
Title: Manager and Chief Engineer

_____
Print Name

By:_____
Title: Chair

_____
Print Name

Approved as to Form and Legality:

By:_____
Deputy Corporation Counsel

_____
Print Name

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

_____ day of _____, _____.

Water Utility: County of Hawai'i, Department of Water Supply

By:_____
Title: Manager-Chief Engineer

_____
Print Name

By:_____
Title: Chair

_____
Print Name

Approved as to Form and Legality:

By:_____
Deputy Corporation Counsel

_____
Print Name

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

_____ day of _____, _____.

Water Utility: Department of Water, County of Kaua'i

By:_____
Title: Manager and Chief Engineer

_____
Print Name

By:_____
Title: Chair

_____
Print Name

Approved as to Form and Legality:

By:_____
Deputy County Attorney

_____
Print Name

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

_____ day of _____, _____.

Water Utility: County of Maui, Department of Water Supply

By:_____
Title: Director

_____
Print Name

By:_____
Title: Mayor

_____
Print Name

Approved as to Form and Legality:

By:_____
Deputy Corporation Counsel

_____
Print Name