

**COUNCIL OF THE COUNTY OF MAUI**  
**WATER, INFRASTRUCTURE, AND**  
**TRANSPORTATION COMMITTEE**

October 9, 2020

**Committee**  
**Report No. 20-127**

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.

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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.

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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 102 (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

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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.

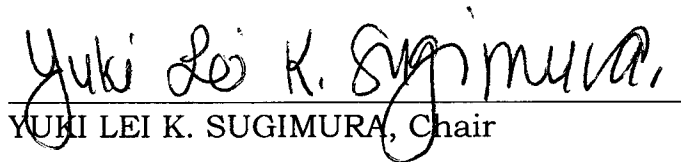
COUNCIL OF THE COUNTY OF MAUI

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**Committee**  
**Report No.** 20-127

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

  
\_\_\_\_\_  
YUKI LEI K. SUGIMURA, Chair

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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

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

3  
4  
5                                   **AGREEMENT**

6  
7   This Hawaii Water Agency Response Network (HIWARN) Mutual Aid Agreement ("Agreement")  
8   is made and entered into by Hawaii Water Utilities that have, by executing this Agreement,  
9   manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

10  
11                                   **ARTICLE I.**  
12                                   **PURPOSE**

13  
14   Recognizing that emergencies may require aid or assistance in the form of personnel,  
15   equipment, and supplies from outside the area of impact, the signatory utilities hereby establish  
16   a Hawaii Water Agency Response Network (HIWARN) Intrastate Program for Mutual Aid and  
17   Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response  
18   activities and share resources during emergencies. This Agreement sets forth the procedures  
19   and standards for the administration of the HIWARN Mutual Aid and Assistance Program.

20  
21                                   **ARTICLE II.**  
22                                   **DEFINITIONS**

- 23  
24   A. Associate Member – Any non-utility participant, approved by the HIWARN Leadership  
25   Team, that provides a support role for the HIWARN program, such as the State of Hawaii  
26   Department of Health, or those who are members of the HIWARN Leadership Team but  
27   have not executed this Agreement.  
28  
29   B. Authorized Official – An employee or officer of a Member utility that is authorized to:  
30       1. Request assistance;  
31       2. Offer assistance;  
32       3. Refuse to offer assistance or;  
33       4. Withdraw assistance under this Agreement.  
34  
35   C. Confidential Information – Any document shared with any signatory of this Agreement that is  
36   marked confidential, including but not limited to any map, report, notes, papers, opinion, or  
37   e-mail which relates to the system vulnerabilities of a Member or Associate Member.  
38  
39   D. Emergency – An occurrence or imminent threat thereof, which results or may likely result in  
40   substantial injury or harm to the population or loss of life, or substantial damage to or loss of  
41   property that is, or could reasonably be beyond the capability of the services, personnel,  
42   equipment, and facilities of a Member to fully manage and mitigate without assistance.  
43  
44   E. Hawaii Water Utility – Any county or private municipal drinking water utility that is regulated  
45   under Hawaii Administrative Rules, Title 11, Department of Health, Chapter 20, Rules  
46   Relating to Potable Water Systems.  
47  
48   F. Member – Any Hawaii Water Utility that manifests intent to participate in the Mutual Aid and  
49   Assistance Program by executing this Agreement.  
50



- 1 G. National Incident Management System (NIMS) – A national, standardized approach to  
2 incident management and response that sets uniform processes and procedures for  
3 emergency response operations.  
4  
5 H. Non-Responding Member – A Member or Associate Member that does not provide aid or  
6 assistance during a Period of Assistance under the Mutual Aid and Assistance Program.  
7  
8 I. Period of Assistance – A specified period of time when a Responding Member assists a  
9 Requesting Member during an Emergency. The period commences when personnel,  
10 equipment, or supplies depart from Responding Member's facility and ends when the  
11 resources return to their facility (portal to portal). All protections identified in this Agreement  
12 apply during this period.  
13  
14 J. Requesting Member – A Member or Associate Member who requests aid or assistance  
15 under the Mutual Aid and Assistance Program.  
16  
17 K. Responding Member – A Member or Associate Member that responds to a request for aid or  
18 assistance under the Mutual Aid and Assistance Program.  
19

20 **ARTICLE III.**  
21 **ADMINISTRATION**  
22

23 The Mutual Aid and Assistance Program shall be administered by the HIWARN Leadership  
24 Team through the HIWARN Steering Committee in accordance with the HIWARN By-Laws. The  
25 purpose of the HIWARN Steering Committee is to provide local coordination of the Mutual Aid  
26 and Assistance Program before, during, and after an emergency.  
27

28 The HIWARN Leadership Team shall meet semi-annually to address Mutual Aid and Assistance  
29 Program issues. The HIWARN Steering Committee shall meet annually to review emergency  
30 preparedness and response procedures. The Leadership Team and Steering Committee  
31 represent the interests of the HIWARN program and its members. In addition to representing  
32 the interests of the Members, the Leadership Team and Steering Committee includes  
33 representatives from County water utilities and those organizations that may have a role to play  
34 in the Mutual Aid and Assistance Program, such as public health, emergency management,  
35 Rural Water Association, American Water Works Association, etc. Under the leadership of the  
36 Chair, the HIWARN Steering Committee shall plan and coordinate emergency planning and  
37 response activities for the Mutual Aid and Assistance Program.  
38

39 **ARTICLE IV.**  
40 **PROCEDURES**  
41

42 In coordination with the HIWARN Leadership Team, the Steering Committee shall develop  
43 operational and planning procedures for the Mutual Aid and Assistance Program. These  
44 procedures shall be reviewed at least annually and updated as needed by the Steering  
45 Committee.  
46

47 **ARTICLE V.**  
48 **REQUESTS FOR ASSISTANCE**  
49

- 50 A. Member Responsibility – Members shall each identify an Authorized Official and alternates  
51 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

1 to in writing, the Requesting Member remains responsible for reimbursing the Responding  
2 Member for all reasonable and necessary costs associated with providing food and shelter,  
3 if such resources are not provided.  
4

5 D. Communication – The Requesting Member shall provide Responding Member personnel with  
6 radio equipment as available, or radio frequency information to program existing radio, in order  
7 to facilitate communications with local responders and utility personnel.  
8

9 E. Status - Unless otherwise provided by law, the Responding Member's officers and  
10 employees retain the same privileges, immunities, rights, duties and benefits as provided in  
11 their respective jurisdictions.  
12

13 F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that  
14 hold licenses, certificates, or permits evidencing professional, mechanical, or other skills  
15 shall be allowed to carry out activities and tasks relevant and related to their respective  
16 credentials during the specified Period of Assistance.  
17

18 G. Right to Withdraw - The Responding Member's Authorized Official retains the right to  
19 withdraw some or all of the Responding Member's resources at any time for any reason in  
20 the Responding Member's Authorized Official's sole and absolute discretion. Notice of  
21 intention to withdraw must be communicated to the Requesting Member's Authorized Official  
22 as soon as soon as is practicable under the circumstances.  
23

## 24 **ARTICLE VII.**

### 25 **COST-REIMBURSEMENT**

26

27 The Requesting Member shall reimburse the Responding Member for each of the following  
28 categories of costs incurred during the specified Period of Assistance as agreed in whole or in  
29 part by both parties; provided, that any Responding Member may assume in whole or in part  
30 such loss, damage, expense, or other cost, or may loan such equipment or donate such  
31 services to the Requesting Member without charge or cost. This Article shall survive termination  
32 or withdrawal.  
33

34 A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for  
35 personnel costs incurred for work performed during the specified Period of Assistance.  
36 Responding Member personnel costs shall be calculated according to the terms provided in  
37 their employment contracts or other conditions of employment. The Responding Member's  
38 designated supervisor(s) must keep accurate records of work performed by personnel  
39 during the specified Period of Assistance. Requesting Member reimbursement to the  
40 Responding Member should consider all personnel costs, including salaries or hourly  
41 wages, costs for fringe benefits, and indirect costs. The Requesting Member and the  
42 Responding Member shall remain responsible for the worker's compensation coverage of  
43 their respective personnel.  
44

- 1 B. Equipment – The Requesting Member shall reimburse the Responding Member for the use  
2 of equipment during the specified Period of Assistance, including, but not limited to,  
3 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and  
4 loading/unloading of loaned equipment. All equipment shall be returned to the Responding  
5 Member in good working order as soon as is practicable and reasonable under the  
6 circumstances. At a minimum, rates for equipment use must be based on the Federal  
7 Emergency Management Agency (FEMA) Schedule of Equipment Rates. If a Responding  
8 Member uses rates different from those in the FEMA Schedule of Equipment Rates, the  
9 Responding Member must provide such rates orally or in writing to the Requesting Member  
10 prior to supplying the equipment. Mutual agreement on which rates are used must be  
11 reached in writing prior to dispatch of the equipment. Reimbursement for equipment not  
12 referenced on the FEMA Schedule of Equipment Rates must be developed based on actual  
13 recovery of costs. If Responding Member must lease or rent a piece of equipment while its  
14 equipment is being repaired, Requesting Member shall reimburse Responding Member for  
15 such lease or rental costs.  
16
- 17 C. Materials and Supplies – The Requesting Member must reimburse the Responding Member  
18 in kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
19 returnable materials and supplies. The Responding Member must not charge direct fees or  
20 rental charges to the Requesting Member for other supplies and reusable items that are  
21 returned to the Responding Member in a clean, damage-free condition. Reusable supplies  
22 that are returned to the Responding Member with damage must be treated as expendable  
23 supplies and the Requesting Member will be responsible for the cost of reimbursement.  
24
- 25 D. Payment Period – The Responding Member must provide an itemized bill to the Requesting  
26 Member for all expenses incurred by the Responding Member while providing assistance  
27 under this Agreement. The Responding Member must send the itemized bill not later than  
28 ninety (90) calendar days following the end of the Period of Assistance. The Responding  
29 Member may request reasonable additional periods of time within which to submit the  
30 itemized bill, and Requesting Member shall not unreasonably withhold consent to such  
31 request. The Requesting Member must pay the bill in full on or before the forty-fifth (45<sup>th</sup>)  
32 calendar day following the billing date. The Requesting Member may request additional  
33 periods of time within which to pay the itemized bill, and Responding Member shall not  
34 unreasonably withhold consent to such request, provided, however, that all payment shall  
35 occur not later than twelve (12) months after the date a final itemized bill is submitted to the  
36 Requesting Member.  
37
- 38 E. Records - Each Responding Member and its duly authorized representatives shall have  
39 access to a Requesting Member's books, documents, notes, reports, papers, and records  
40 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of  
41 a cost; bill; or making a financial, maintenance, or regulatory audit. Each Requesting  
42 Member's duly authorized representatives shall have access to a Responding Member's  
43 books, documents, notes, reports, papers and records which are directly pertinent to this  
44 Agreement for the purposes of reviewing the accuracy of a cost; bill; or making a financial,  
45 maintenance, or regulatory audit. Such records shall be maintained for at least three (3)  
46 years from the date of final payment to a Responding Member or longer where required by  
47 law.  
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**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

1 confidence and shall take all reasonable steps necessary to prevent the disclosure of any  
2 Confidential Information disclosed under this Agreement. If any Member, Associate Member,  
3 third party or other entity requests or demands, by subpoena or otherwise, that a Member or  
4 Associate Member disclose any Confidential Information disclosed under this Agreement, the  
5 Member or Associate Member shall immediately notify the owner of the Confidential Information  
6 and shall take all reasonable steps necessary to prevent the disclosure of any Confidential  
7 Information by asserting all applicable rights and privileges with respect to such information and  
8 shall cooperate fully in any judicial or administrative proceeding relating thereto.  
9

10 This Confidentiality provision does not apply to information that: (1) was publicly known, or  
11 otherwise known to the party requesting Confidential Information, at the time it was disclosed;  
12 (2) subsequently becomes publicly known through no act or omission of a Member or Associate  
13 Member; or (3) otherwise becomes known to the party requesting Confidential Information other  
14 than through disclosure by a Member or Associate Member.  
15

16 All information, data, or other material shared with Members or Associate Members that are  
17 government entities, irrespective of whether such material was identified as proprietary or  
18 confidential, is subject to the Uniform Information Practices Act, Chapter 92F, HRS.  
19

#### 20 **ARTICLE XIV.** 21 **EFFECTIVE DATE** 22

23 This Agreement shall be effective as of the date of the last signatory. Copies of the duly  
24 executed Agreement shall be distributed to Members for their records. The Steering Committee  
25 Chair shall maintain a master list of all members of the HIWARN Mutual Aid and Assistance  
26 Program.  
27

#### 28 **ARTICLE XV.** 29 **WITHDRAWAL** 30

31 A Member may withdraw from this Agreement by providing written notice of its intent to  
32 withdraw to the Leadership Team Chair and the Steering Committee Chair and is effective upon  
33 receipt. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to  
34 reimburse a Responding Member for cost incurred during a Period of Assistance, which duty  
35 shall survive such withdrawal.  
36

#### 37 **ARTICLE XVI.** 38 **MODIFICATION** 39

40 No provision of this Agreement may be modified, altered or rescinded by individual parties to the  
41 Agreement. Modifications to this Agreement may be due to programmatic operational changes  
42 to support this Agreement, legislative action, creation of an interstate aid and assistance  
43 agreement, or other developments. Modifications require a majority vote of the Leadership  
44 Team upon giving due consideration and deliberation to comments received from the Members  
45 and Steering Committee. The Leadership Team Chair must provide written notice to all  
46 Members of approved modifications to this Agreement. Approved modifications take effect  
47 ninety (90) calendar days after the date upon which notice is sent to the Members.  
48  
49  
50  
51

1 **ARTICLE XVII.**  
2 **SEVERABILITY**

3  
4 The parties agree that if any term or provision of this Agreement is declared by a court of  
5 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms  
6 and provisions shall not be affected, and the rights and obligations of the parties shall be  
7 construed and enforced as if the Agreement did not contain the particular term or provision held  
8 to be invalid.  
9

10 **ARTICLE XVIII.**  
11 **PRIOR AGREEMENTS**

12  
13 This Agreement supersedes all prior agreements between Members to the extent that such prior  
14 agreements are inconsistent with this Agreement.  
15

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

18  
19 This Agreement is for the sole benefit of the Members and no person or entity must have any  
20 rights under this Agreement as a third-party beneficiary. Assignments of benefits and  
21 delegations of duties created by this Agreement are prohibited and must be without effect.  
22

23 **ARTICLE XX.**  
24 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

25  
26 To the extent practicable, Members of this Agreement shall participate in Mutual Aid and  
27 Assistance activities conducted under the HIWARN Intrastate Mutual Aid and Assistance  
28 Program and the State of Hawaii Interstate Emergency Management Assistance Compact  
29 (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and  
30 Assistance Program for water utilities through this Agreement if such a Program is established  
31 and this Agreement is modified to set forth the procedures and standards for the administration  
32 of such a program.

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

4  
5 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

6  
7 Water Utility: City and County of Honolulu, Honolulu Board of Water Supply

8  
9  
10 By: \_\_\_\_\_  
11 Title: Manager and Chief Engineer

By: \_\_\_\_\_  
Title: Chair

12  
13 \_\_\_\_\_  
14 Print Name

\_\_\_\_\_

15  
16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy Corporation Counsel

22  
23 \_\_\_\_\_  
24 Print Name  
25



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

4 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

5  
6  
7 Water Utility: County of Hawai'i, Department of Water Supply

8  
9  
10 By: \_\_\_\_\_  
11 Title: Manager-Chief Engineer

By: \_\_\_\_\_  
Title: Chair

12  
13  
14 \_\_\_\_\_  
15 Print Name

\_\_\_\_\_

16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy Corporation Counsel

22  
23  
24 \_\_\_\_\_  
25 Print Name

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4  
5 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

6  
7 Water Utility: Department of Water, County of Kaua'i

8  
9  
10 By: \_\_\_\_\_  
11 Title: Manager and Chief Engineer

By: \_\_\_\_\_  
Title: Chair

12  
13 \_\_\_\_\_  
14 Print Name

\_\_\_\_\_

15  
16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy County Attorney

22  
23 \_\_\_\_\_  
24 Print Name  
25

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4 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

5  
6  
7 Water Utility: County of Maui, Department of Water Supply

8  
9  
10 By: \_\_\_\_\_  
11 Title: Director

By: \_\_\_\_\_  
Title: Mayor

12  
13  
14 \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

15  
16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy Corporation Counsel

22  
23  
24 \_\_\_\_\_  
25 Print Name  
26