

COUNCIL OF THE COUNTY OF MAUI
POLICY AND INTERGOVERNMENTAL
AFFAIRS COMMITTEE

August 25, 2015

Committee
Report No. _____

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

Chair and Members:

Your Policy and Intergovernmental Affairs Committee, having met on June 29, 2015, makes reference to County Communication 15-111, from the Director of Parks and Recreation, 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 STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES."

The purpose of the proposed bill is to authorize the Mayor to enter into an intergovernmental agreement with the State Department of Accounting and General Services to establish a maintenance program for the Lahaina Civic and Recreation Center ("Civic Center") sewer line.

The Department of the Corporation Counsel transmitted a revised proposed bill, approved as to form and legality, incorporating revisions to the agreement, as requested by the Chair of your Committee.

Your Committee notes, except for the State-managed Lahaina Comprehensive Health Center, the County manages all facilities at the Civic Center, including a police station and a gymnasium.

A Deputy Corporation Counsel stated there is one shared sewer line at the Civic Center, with approximately 80 per cent of its flow attributable to the County facilities.

The Deputy stated the agreement provides for sewer line maintenance and repair costs at the Civic Center to be shared

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proportionately between the State and County, with the County paying 80 per cent of those costs.

Your Committee voted 7-0 to recommend passage of the revised proposed bill on first reading and filing of the communication. Committee Chair Victorino, Vice-Chair Couch, and members Baisa, Carroll, Cochran, Crivello, and Hokama voted "aye." Committee members Guzman and White were excused.

Your Committee is in receipt of a further 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 STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES, RELATING TO SEWER LINE MAINTENANCE AND REPAIR AT THE LAHAINA CIVIC AND RECREATION CENTER," approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions.

Your Policy and Intergovernmental Affairs Committee **RECOMMENDS** the following:

1. That Bill _____ (2015), 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 STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES, RELATING TO SEWER LINE MAINTENANCE AND REPAIR AT THE LAHAINA CIVIC AND RECREATION CENTER," be **PASSED ON FIRST READING** and be **ORDERED TO PRINT**; and
2. That County Communication 15-111 be **FILED**.

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



MICHAEL P. VICTORINO, Chair

pia:cr:15020aa:kcw

ORDINANCE NO. _____

BILL NO. _____ (2015)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES, RELATING TO SEWER LINE MAINTENANCE AND REPAIR AT THE LAHAINA CIVIC AND RECREATION CENTER

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

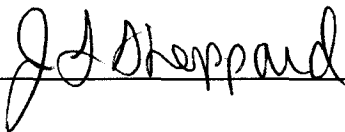
SECTION 1. Purpose. The State of Hawaii, Department of Accounting and General Services ("DAGS"), maintains the Lahaina Comprehensive Health Center ("LCHC"), situated at the Lahaina Civic and Recreation Center ("Center") and further described in Exhibit "A," attached hereto. The County of Maui owns and operates other County facilities at the Center, including the Lahaina Police Station, Department of Police; and the Lahaina Civic and Recreation Center gymnasium, Department of Parks and Recreation. All facilities use the sewer line maintained by DAGS for the LCHC, with approximately 80 per cent of current flow through the sewer line attributed to County facilities and approximately 20 per cent of flow attributed to the LCHC. No maintenance or cost-sharing agreement exists between DAGS and the County of Maui, and continued predominant use of the LCHC sewer line necessitates an agreement regarding ongoing maintenance and inspection of the sewer line, remediation to prevent sewer line blockages or tree root incursion, and allocation of damages should a sewer line backup occur. To avoid a disruption in the use of the LCHC sewer line, a proposed agreement ("Agreement"), entitled "Intergovernmental Agreement between the State of Hawaii, Department of Accounting and General Services and the County of Maui for Sewer Line Use and Maintenance at the

Lahaina Civic and Recreation Center,” is attached hereto and incorporated herein as Exhibit “A.” The Agreement requires Maui County Council approval and appropriation for funding to pay for services.

SECTION 2. Council Authorization. Pursuant to Section 2.20.020, Maui County Code, the Council 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 cursive script, appearing to read "J. Sheppard", is written over a solid horizontal line.

Department of the Corporation Counsel
County of Maui

pia:misc:020abill01:kcw

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF HAWAII, DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES AND THE COUNTY OF MAUI FOR
SEWER LINE USE AND MAINTENANCE AT THE
LAHAINA CIVIC AND RECREATION CENTER

This AGREEMENT is made the _____ day of _____,
20 _____, by and between the STATE OF HAWAII, Department of
Accounting and General Services, 1151 Punchbowl Street,
Honolulu, Hawaii, 96813, ("DAGS"), and the COUNTY OF MAUI, a
political subdivision of the State of Hawaii, whose address
is 200 South High Street, Wailuku, Maui, Hawaii 96793,
("County"), collectively referred to as the "Parties".

WHEREAS, the Governor of the State of Hawaii, by
Executive Order No. 3283, set aside land situated at Wahikuli,
Lahaina, Maui, Hawaii, containing a gross area of 16.782
acres, more or less, for use by State and County Facilities,
to be under the control and management of DAGS, and designated
as the Lahaina Civic and Recreation Center, ("the Center");
and

WHEREAS, DAGS maintains the Lahaina Comprehensive
Health Center (LCHC) facility that is operated by the State of
Hawaii, Department of Health, at the Center, and the County
owns and operates other County facilities at the Center,

EXHIBIT " A "

including the Lahaina Police Station, Maui Department of Police, and the Department of Parks and Recreation Lahaina Civic and Recreation Center Gymnasium; and

WHEREAS, there is one sewer line used jointly by all facilities at the Center, with approximately 80 per cent of current flow through the sewer line attributed to County facilities and approximately 20 per cent of flow through the sewer line attributed to the DAGS facility; and

WHEREAS, the sewer line capacity at the Center is sufficient to service both County and DAGS facilities, and it would be cost-prohibitive to install a separate sewer line to serve only the County facilities; and

WHEREAS, trees at the Center may result in root intrusion into the sewer lines, and did so intrude and cause a sewage back-up into the DAGS facility at the Center in November 2013, resulting in damage to the DAGS facility and abatement expenses to the County; and

WHEREAS, trees are desired by the parties for aesthetic reasons at the Center, and the parties agree trees are not to be removed but, instead, are to be regularly inspected and maintained; and

WHEREAS, tree maintenance responsibility is determined by the tree's location (where a tree emerges from the ground), but tree roots may extend well beyond where the tree is located, and it may be impossible to determine which tree's roots may intrude into the sewer line; and

WHEREAS, the parties desire to avoid tree root intrusion, sewage backup, consequential damage and abatement expenses; and

WHEREAS, it is in the best interest of the parties to maintain a clear sewer line through ongoing maintenance and inspection to prevent tree root incursion or blockages that might result in backups or damage therefrom;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a sewer line maintenance and inspection program for the Center to prevent future sewage backups or damage due to sewer line clogs caused by tree-root intrusion or other faults; to distribute payment for maintenance, remediation, and special costs; and to allocate damage costs should damage occur.

2. Period of Agreement. This Agreement covers the period beginning upon execution of this Agreement and ending June 30, 2019. This period may be extended upon mutual agreement between the Parties by written amendment to this Agreement.

3. Project Description. The Schedule of Maintenance Service for the sewer line located at the Center is detailed in Exhibit "1", hereby incorporated by reference and made a part hereof. Closed circuit television (CCTV) inspection of the entire line shall be conducted annually. County shall be responsible for scheduling, payment, and seeking DAGS cost share as set forth in Exhibit "1".

4. Funding.

a. The Parties acknowledge that County funding for each fiscal year is subject to Maui County Council approval and appropriation. It is herein specifically understood and agreed by the Parties that the obligations set forth herein are subject to and contingent upon receiving Maui County Council approval and appropriations for funding the Agreement now and for each fiscal year hereafter.

b. Installation. County will install at County's expense the sewer line clean-out access, to be paid by the Department of Parks and Recreation.

c. Ordinary Maintenance: County will pay 80 percent and DAGS will pay 20 percent (percentages based on volume of effluent attributable to each party) of ordinary maintenance costs.

d. Special Issue Costs: Damages attributed to a party shall be paid by the responsible party. [Example: Damages during or attributed to special events at the County facilities will be borne entirely by the County.] Damages caused by a

third party shall be pursued against that third party in a manner determined by mutual agreement of the Parties. Damages not attributable to either party or to a third party shall be paid in accordance with provision 4.c. above.

5. Project Oversight. The County Department of Parks and Recreation agrees to be responsible for overseeing the performance of the maintenance service and payment of apportioned expenses under this Agreement as detailed in Exhibit "1". The County will provide oversight of this Agreement in order to ensure that expenditures are consistent with actual work done and that maintenance is performed and completed in a timely manner.

6. Annual Reports. The County agrees to submit to DAGS annual inspection results, billings, and invoices incurred under this Agreement.

7. Modifications. This Agreement may only be amended in writing, signed by both parties.

8. Termination. If either party determines that the terms of this Agreement are not being met in a mutually satisfactory

manner, either party may terminate this Agreement upon 60-calendar days written notice to the other party. Both parties shall use their best efforts to resolve agreement disputes cooperatively, including, if both parties agree, the use of alternative dispute resolution, prior to any notice of termination.

9. Responsibility.

a. State shall be responsible for damages or injury caused by State's agents, officers, and its employees in the course of their employment, to the extent that the State's liability for such damage or injury has been determined by a court or otherwise agreed to by the State, and State shall pay for such damages and injury to the extent provided by law.

b. The County shall be responsible for damages or injury caused by its officers, employees and agents in the course of their employment, to the extent that the County's liability for such damage or injury has been determined by a court or otherwise agreed to by the County, and the County shall pay for such damages and injury to the extent provided by law, subject to Maui County Council approval.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day, month, and year first above written.

STATE OF HAWAII:

APPROVED AS TO FORM:

DEPARTMENT OF
ACCOUNTING AND GENERAL
SERVICES



PATRICIA T. OHARA
Deputy Attorney General
State of Hawaii




DOUGLAS MURDOCK
Comptroller

COUNTY OF MAUI:

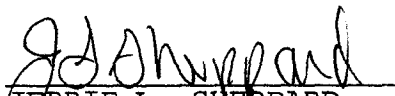
APPROVAL RECOMMENDED:

COUNTY OF MAUI

By 
BUTCH KA'ALA BUENCONSEJO
Director, Department of Parks
and Recreation, County of Maui

By ALAN M. ARAKAWA
Mayor

APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
2014-2966

SCHEDULE OF MAINTENANCE SERVICE

Part 1 – SEWER LINE MAINTENANCE

1.01 SUMMARY

All services performed by the County shall include applicable items listed but shall not be limited to the following maintenance tasks. County shall also be responsible for performing all maintenance tasks recommended by the equipment manufacturer(s) whether identified or not.

1.02 PLASTIC PIPE AND FITTINGS

Pipe and fittings shall be manufactured from rigid PVC (polyvinyl chloride) vinyl compounds. Installation shall comply with the latest installation instructions published by Charlotte Pipe and Foundry Company and shall conform to all applicable plumbing, building, and fire code requirements. Buried pipes and accessible fittings shall be installed in accordance with all applicable plumbing, building, and fire code requirements.

1.03 INSTALLATION PROCEDURES FOR PVC PIPING SYSTEMS

- System shall be installed in a good and workmanlike manner consistent with industry standards and in conformance with all applicable plumbing, fire, and building code requirements.
- Pipes and fitting systems should be used for their intended purpose as defined by local plumbing and building codes and applicable ASTM standards.
- PVC piping systems may be joined by solvent cementing, with threaded connections, flanges, compression fitting, or roll grooving. Each of these methods should be installed consistent with all applicable plumbing, building, and fire code requirements.
- Install a PVC clean-out to grade (consisting of 6 inch combination Wye and a one eighth bend cut into the existing 6 inch sewer. Extend a 4 inch cleanout riser to grade. Install a traffic rated cleanout access box to preclude damage to cleanout fitting. Install concrete surrounding the traffic rated access box, to fix in place) at the current sewer line, properly aligned behind the connection point of the two flow producing facilities. Protection box for the "access clean-out" is to be installed per all applicable plumbing, fire, and building code requirements.

1.04 MAINTENANCE SCHEDULE AND REPORTING

- **Yearly Service**
 - Hydra wash sewer line, consistent with "flushing" of the sewer line, originating from piping intersection connection of Lahaina Civic and Recreation Center and DAGS Building to manhole (approx. 130 lineal feet North) prior to yearly basketball tournament.
 - CCTV sewer line originating from piping intersection connection of Lahaina Civic and Recreation Center and DAGS Building to manhole (approx. 130 lineal feet North) prior to yearly basketball tournament, to confirm sewer pipe is free of obstructions. Clear obstructions as needed for uninterrupted service.
 - Ensure there are no tree anchor roots or feeder roots within the sewer pipe zone. Anchor roots provide structural stability for trees, and fine hair feeder roots absorb nutrients. Anchor roots lift pipes, and fine hair feeder roots grow into small cracks. The sewer line will be monitored for both anchor roots and fine hair root growth. If tree root intrusion occurs, the roots will be cut back, and the affected sewer pipe will be repaired or replaced. The cause of the break will be repaired. If needed, a root barrier will be installed
 - If grease/debris is found, it will be removed promptly. Upon discovery, inspections will be rescheduled quarterly. The primary cause of the grease/debris will be determined, and immediate preventative action will be taken to protect, repair, and clear the sewer line.

PART 2 – MAINTENANCE SCHEDULE AND REPORTING

2.01 WORK SCHEDULE

All maintenance work shall be performed between the hours of 7:30 a.m. and 4:00 p.m. on normal working days, Monday through Friday, excluding State Holidays.

2.02 TROUBLE CALLS

Emergency service and repairs required between regular service calls shall be rendered within 24 hours after the County is notified. State non-work days included. The County shall call the facility representative the next working day after being notified of the problem and report the status of the repairs.

2.03 MAINTENANCE REPORT/CHECKLIST

A. The County shall prepare and maintain a maintenance service report/checklist, which shall include the following:

1. Date maintenance service was performed.
2. Type of maintenance (i.e., monthly, quarterly, semi-annual, annual)
3. The name of the mechanic who performed said maintenance
4. The type and cost (labor, materials, parts and equipment) of repair work performed on the sewer line, if any.
5. Documents and other data pertaining to the maintenance performed.
 - a) It shall be the responsibility of the County to maintain the report/checklist by recording the above noted data after each scheduled maintenance and emergency repair, and have the checklist available for inspection at the building site (or County office otherwise determined). The report shall be sufficiently detailed to properly reflect the past maintenance history of the equipment.
 - b) Reports shall be certified by a representative of the facility being served and shall be submitted to the Facility and DAGS – Maui District Office immediately after the completion of the maintenance service or trouble call

2.04 CLEANUP AND WORK PRACTICES

- A. The County shall keep the service site free of debris, litter, discarded parts, etc. and shall clean all components of extraneous matter during the progress of the work and after completion. The County shall remove all tools, parts and equipment from the service area upon completion of the work.
- B. The County shall exercise caution during the progress of this maintenance and repair work to prevent damage to any other building structure components. The County shall restore any damages caused by negligence, to the original condition at their own expense.

2.05 TESTING AND INSPECTION REQUIREMENTS

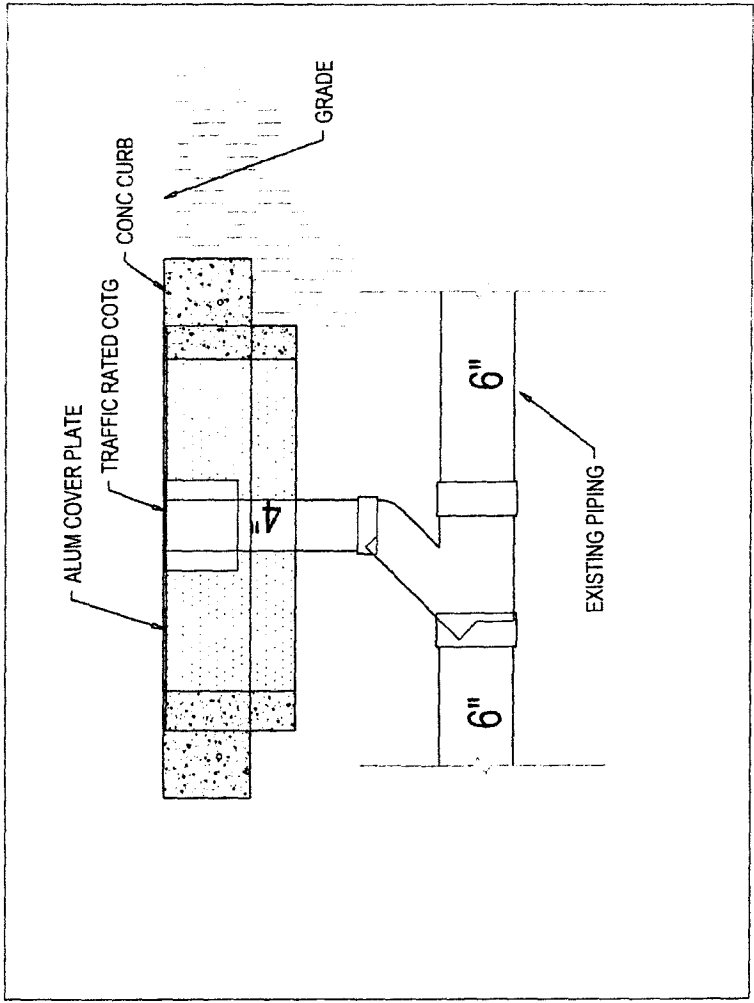
Where necessary, testing, and inspection may be required. Engage a reputable, recognized testing laboratory experienced in the type of work to be performed. Submit written reports or results within three days after completion of the test. The cost of such tests and inspections shall be borne by the County and DAGS in an agreed manner.

2.06 RESPONSIBILITY FOR PERCENTAGE OF COSTS

Based on the total number of buildings (3), total number drainage units using the sewer line (464), number of drainage units of the gymnasium (342), the County agrees to pay 80 percent (80%) of the costs for maintenance, testing and inspections. DAGS agrees to pay 20 percent (20%) of the cost for maintenance, testing and inspections.

PROJECT:	LAHAINA CIVIC CENTER SEWER LINE
DRAWING NAME:	ACCESS CLEANOUT
COTG:	
JOB NO.:	-----
DATE:	5-22-2014

DRAWING NO: SK-01
REV. 00



SCALE: NOT TO SCALE

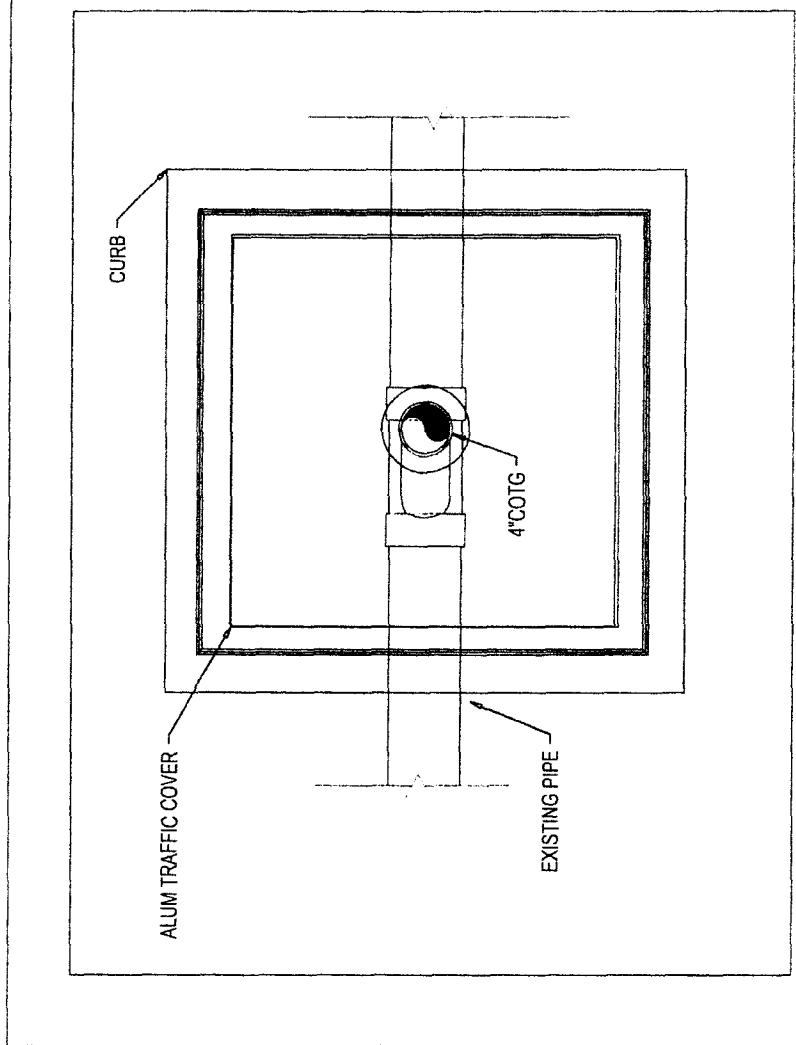
PROJECT:	LAHAINA CIVIC CENTER SEWER LINE
DRAWING NAME:	ACCESS CLEANOUT
COTG:	
JOB NO.:	
DATE:	5-22-2014

DRAWING NO:

SK-02

REV.

00



SCALE: NOT TO SCALE