

# REQUEST FOR LEGAL SERVICES

**Date:** August 13, 2025  
**From:** Yuki Lei K. Sugimura, Chair  
Budget, Finance, and Economic Development Committee

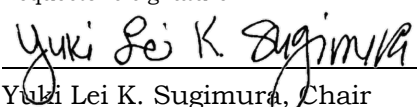
**TRANSMITTAL**

**Memo to:** DEPARTMENT OF THE CORPORATION COUNSEL  
Attention: Nāhulu Nunokawa, Esq.

**Subject:** **BILL 91 (2025), AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF HONOLULU (BFED-3)**

**Background Data:** Please see revised Bill 91, CD1 (2025). Please submit your response to [bfed.committee@mauicounty.us](mailto:bfed.committee@mauicounty.us) with a reference to BFED-3.

**Work Requested:** ☒ FOR APPROVAL AS TO FORM AND LEGALITY  
☐ OTHER:

Requestor's signature  Yuki Lei K. Sugimura, Chair	Contact Person <u>Kirsten Szabo or Peter Hanano</u> (Telephone Extension: <u>7662 or 8007, respectively</u> )
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☐ ROUTINE (WITHIN 15 WORKING DAYS) ☐ RUSH (WITHIN 5 WORKING DAYS)  
☐ PRIORITY (WITHIN 10 WORKING DAYS) ☐ URGENT (WITHIN 3 WORKING DAYS)

☒ SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): August 27, 2025  
REASON: For posting on the September 8, 2025 Council agenda.

**FOR CORPORATION COUNSEL'S RESPONSE**

ASSIGNED TO:	ASSIGNMENT NO.	BY:
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TO REQUESTOR: ☐ APPROVED ☐ DISAPPROVED ☐ OTHER (SEE COMMENTS BELOW)  
☐ RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): When reviewing the agreement in Exhibit "1," please consider modifying the items highlighted in yellow.

DEPARTMENT OF THE CORPORATION COUNSEL

Date \_\_\_\_\_

By \_\_\_\_\_

(Rev. 7/03)

bfed:ltr:003acc01:kes

Attachments

ORDINANCE NO. \_\_\_\_\_

BILL NO. **91, CD1 (2025)**

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER  
INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND  
COUNTY OF HONOLULU

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

SECTION 1. The County of Maui and the City and County of Honolulu intend to enter into an intergovernmental agreement, as described in the Inter-Departmental Assignment Agreement attached as Exhibit “1.”

Section 2.20.020, Maui County Code, provides, “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. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor to execute the Inter-Departmental Assignment Agreement and any amendments consistent with the purpose and scope of the agreement that do not increase the County’s financial obligation or the agreement’s duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:

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NĀHULU NUNOKAWA  
Department of the Corporation Counsel  
County of Maui

bfed:ltr:003acc01\_Attachment01\_Bill 91 (2025)

# EXHIBIT "1"

## INTER-DEPARTMENTAL ASSIGNMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Department of Customer Services, City and County of Honolulu (hereinafter "CSD" or "Receiving Agency") and the Department of Finance, County of Maui (hereinafter "FIN" or "Sending Agency") regarding an inter-departmental assignment of an FIN employee(s) to be determined (hereinafter referred to as "FIN personnel"):

### WITNESSETH THAT:

WHEREAS, Hawaii Revised Statutes § 78-27 provides that with the approval of the respective employer, a governmental unit of the State of Hawaii may participate in any program of temporary inter- or intra-departmental assignments or exchanges of employees as a sending or receiving agency;

WHEREAS, CSD desires the services of the FIN personnel for the purpose of conducting road test examinations for commercial driver's license applicants, and FIN has agreed to the temporary assignment of FIN personnel for this purpose, and CSD has agreed to pay and/or reimburse FIN for one hundred percent (100%) of the costs and fees associated with the temporary assignment of FIN personnel for this purpose; and

WHEREAS, this employment is a temporary inter-departmental assignment and this employment is made under the provisions of Hawaii Revised Statutes § 78-27(a-d).

NOW, THEREFORE, FIN and CSD mutually agree as follows:

1. CSD and FIN agree that FIN personnel shall be on temporary interdepartmental assignment to CSD effective upon execution of this agreement until

**June 30, 2025**, or until termination of this agreement by the CSD or FIN in accordance with this agreement.

2. The FIN personnel are to carry out and observe all lawful instructions and orders issued by the appointing authority or designee relative to employment.

3. The FIN personnel **shall** perform all of the work under the supervision of an immediate supervisor in FIN, Chief of Licensing, or their designees.

4. This agreement may be terminated by CSD or FIN, provided that written notice of such termination be sent within ten (10) days before such termination. CSD and FIN reserve the right to terminate this agreement immediately without written notification after the agency Director verbally communicated said intent to the other agency Director.

5. This agreement may be amended at any time by the mutual agreement of CSD and FIN.

6. This employment will be subject to all laws, ordinances, and rules and regulations having the effect of law governing employment of public employees; and

7. Any and all collective bargaining agreements pertinent to FIN personnel's regular position of Driver License Examiner II as a member of HGEA Unit 3 **shall** apply, including but not limited to salary and benefits.

8. Nothing in this agreement is intended to conflict with current law, regulation, policy, procedure, or directive of CSD or FIN. If a term of this agreement is inconsistent with such authority, that term **shall** be invalid, but the remaining terms and conditions of this agreement **shall** remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their hands to be set on this Inter-**Departmental** Assignment Agreement as of the date and year first written above.

CITY AND COUNTY OF HONOLULU

By \_\_\_\_\_  
KIMBERLY M. HASHIRO  
Director  
Department of Customer Services  
City and County of Honolulu

COUNTY OF MAUI

By \_\_\_\_\_  
MARCY MARTIN  
Director of Finance  
County of Maui

Approved as to legality and form:

\_\_\_\_\_  
Deputy Corporation Counsel  
City and County of Honolulu

By \_\_\_\_\_  
**RICHARD T. BISSEN**  
Mayor  
County of Maui

Approved as to legality and form:

\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

## BFED Committee

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**From:** BFED Committee  
**Sent:** Wednesday, August 13, 2025 5:14 PM  
**To:** 'CorpCounselRFLS@co.maui.hi.us'  
**Cc:** BFED Committee  
**Subject:** (OCS) (BFED-3); reply by 8/27/25  
**Attachments:** 003acc01 signed.pdf