

# REQUEST FOR LEGAL SERVICES

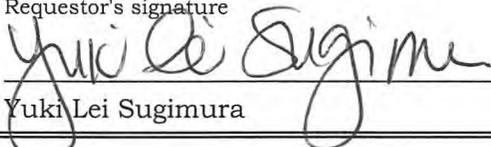
**Date:** September 6, 2018  
**From:** Yuki Lei Sugimura, Chair  
Policy, Economic Development, and Agriculture Committee

TRANSMITTAL  
**Memo to:** DEPARTMENT OF THE CORPORATION COUNSEL  
Attention: Jerrie L. Sheppard, Esq.

**Subject:** DONATION OF TWO HUMMER H2'S TO THE DEPARTMENT OF POLICE (PEA-82)

**Background Data:** Please revise the proposed resolution by incorporating the nonsubstantive revisions noted in the attached marked-up copy. Please also approve as to form and legality the revised proposed resolution and include a signed hard copy with your response.

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

Requestor's signature  Yuki Lei Sugimura	Contact Person Shelly Espeleta (Telephone Extension: 7134)
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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): September 10, 2018, 10 a.m.  
REASON: To meet posting deadline for September 17, 2018 PEA Committee meeting.

## 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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF THE CORPORATION COUNSEL

Date \_\_\_\_\_

By \_\_\_\_\_

(Rev. 7/03)

pea:ltr:082acc01:ske

Attachment

# Resolution

No. \_\_\_\_\_

AUTHORIZING ACCEPTANCE OF THE DONATION OF  
TWO HUMMER H2's TO THE DEPARTMENT OF POLICE,  
PURSUANT TO CHAPTER 3.56, MAUI COUNTY CODE

WHEREAS, the ~~federal General Services Administration's Surplus~~ <sup>State of Hawaii Surplus Property Office, Department of Accounting and General Services,</sup> ~~Property Office~~ <sup>Vehicles</sup> wishes to donate two Hummer H2's to the Department of Police, as reflected in Exhibit "1", attached hereto; and

WHEREAS, the estimated value of each Hummer H2 is approximately \$30,000.00 ~~each~~, <sup>approximately</sup> totaling a donation value of \$60,000.00; and

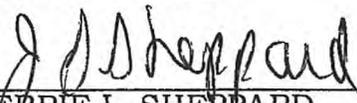
WHEREAS, Chapter 3.56, Maui County Code, authorizes the Council to accept gifts and donations on behalf of the County; now, therefore,

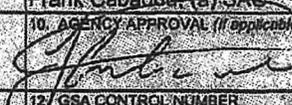
BE IT RESOLVED by the Council of the County of Maui:

1. That it hereby expresses its appreciation and accepts the aforesaid donation on behalf of the County of Maui; and

2. That certified copies of this resolution be transmitted to the Mayor, the Director of Finance, the Chief of Police, and the ~~Surplus Property Office~~, <sup>State of Hawaii</sup> <sup>Department of Accounting and General Services.</sup>

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
JERRIE L. SHEPPARD  
Deputy Corporation Counsel  
County of Maui  
2018-0655  
2018-05-18 Resolution

<b>REPORT OF EXCESS PERSONAL PROPERTY</b>		1. REPORT NUMBER 7092A3-8093-0001	2. DATE MAILED 04/02/2018	3. TOTAL COST \$ 60,000.00
4. TYPE OF REPORT <small>(Check only one of "a", "b", "c", or "d")</small>	<input checked="" type="checkbox"/> a. ORIGINAL <input type="checkbox"/> b. CORRECTED	<input type="checkbox"/> c. PARTIAL <input type="checkbox"/> d. TOTAL W/D	<small>(Also check "e" and/or "f" if appropriate)</small>	
5. TO (Name and Address of Agency to which report is made) THRU ICE HQ Property Branch, c/o National Utilization Officer 500 12th Street, SW, Washington, DC 20536		ANGEL L ACOSTA JR <small>(Name and Address of Reporting Agency)</small>		6. APPROPRIATION, TREASURY ACCOUNTING SYMBOL (TAS) OR FUND TO BE REIMBURSED (if any)
7. FROM (Name and Address of Reporting Agency) Frank Cabaddu, Acting Special Agent in Charge, HSI Honolulu 595 Ala Moana Boulevard, Honolulu, HI 96813		8. REPORT APPROVED BY (Name and Title) Frank Cabaddu, (a) SAC		9. OVERSEAS CONTRACTORS INV
9. FOR FURTHER INFORMATION CONTACT (Title, Address, and Telephone Number) Madelynn Derby-Taufaasau, MSS, Property Custodian 595 Ala Moana Boulevard, Honolulu, HI 96813, Ph: 808-532-3787		10. AGENCY APPROVAL (if applicable) 		11. SEND PURCHASE ORDERS OR DISPOSAL INSTRUCTIONS TO (Title, Address, and Telephone Number)
11. SEND PURCHASE ORDERS OR DISPOSAL INSTRUCTIONS TO (Title, Address, and Telephone Number)		12. GSA CONTROL NUMBER		

SAME AS #9

13. LOCATION OF PROPERTY (If location is to be abandoned, give date)	14. REIMBURSEMENT REQUIRED?	15. AGENCY CONTROL NUMBER	16. SURPLUS RELEASE DATE
SAME AS #9	YES <input type="checkbox"/> NO <input type="checkbox"/>		

**EXCESS PROPERTY LIST**

FSC GROUP (a)	DESCRIPTION (b)	ITEM NUMBER (c)	COND (d)	UNIT (e)	NUMBER OF UNITS (f)	ACQUISITION COST		FAIR VALUE % (i)
						PER UNIT (g)	TOTAL (h)	
2305	Hummer H2, CS519976, S/N: NZ16YS	0001	4	EA	1	30,000.00	\$30,000.00	
2305	Hummer H2, CS519977, S/N: NZ16YL	0002	4	EA	1	30,000.00	30,000.00	

Above assets will be screened for reutilization within the federal government. If assets do not get selected for transfer HSI Honolulu will consider donation via GSA and SASP.

DLA Disposition Services don't want the Hummers back. They will be donated to the Maui Police Dept. through the State Agencies for Surplus Property (SASP)

  
MADELYNN DERBY-TAURASAU, PC

**Surplus Property Office  
729 Kakoi Street  
Honolulu, Hawaii 96819**

**CERTIFICATION AND AGREEMENT**  
**FOR PARTICIPATION IN THE FEDERAL SURPLUS PERSONAL PROPERTY PROGRAM**

We, Maui Police Department, the donee,  
(Legal Name of Organization)

certify and agree to the following certifications, terms, and conditions governing the acquisition of federal surplus personal property from the Surplus Property Office, Department of Accounting and General Services, State of Hawaii (hereinafter referred to as the "State Agency").

(a) **THE DONEE CERTIFIES THAT:**

- (1) It is a public agency, or a nonprofit educational or public health institution or organization exempt from taxation under section 501 of the Internal Revenue Code of 1954, within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior approval of the State Agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

(b) **THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:**

- (1) All items of property shall be placed in use for the purpose for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State Agency, and at the donee's expense, return such property to the State Agency, or otherwise make the property available for transfer or other disposal by the State Agency, provided the property is still usable as determined by the State Agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed herein.
- (3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except that the period of restriction on passenger motor vehicles, regardless of acquisition cost, will expire after a period of 18 months of such use.
- (3) In the event the property is not so used as required by (c)(1) and (2) and Federal restrictions (b)(1) and (2) have expired then title and right to the possession of such property shall at the option of the State Agency revert to the State of Hawaii and the donee shall release such property to such person as the State Agency shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) or the State Agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State Agency, shall be remitted promptly by the donee to GSA or the State Agency, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without the prior approval of GSA or other State Agency, the donee, at the option of GSA or the State Agency shall pay to GSA or the State Agency, as the case may be, the proceeds of the disposal or for the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State Agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State Agency, and shall, as directed by the State Agency, return the property to the State Agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State Agency.
- (4) The donee shall make reports to the State Agency on the use, condition, and location of the property listed here on, and on other pertinent matters as may be required from time to time by the State Agency.
- (5) At the option of the State Agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State Agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

- (1) The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions, occurs, the State Agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(f) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the conditional Transfer Document executed by the authorized donee representative.

(g) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$5,000:

(1) The State Agency may at its discretion, and when considered appropriate, impose reasonable terms, conditions, reservations, and restrictions on the use of donable property items other than those with a unit acquisition cost of \$5,000 or more, and passenger motor vehicles.

(2) The State Agency will impose on the donation of any surplus item of property, regardless of acquisition cost, such conditions involving special handling or use limitations as General Services Administration may determine necessary because of the characteristics of the property.

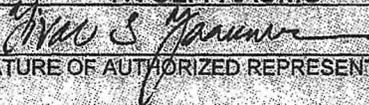
NAME OF DONEE AGENCY MAUI POLICE DEPARTMENT TELEPHONE (808)244-6400

ADDRESS 55 MAHALANI STREET

CITY WAILUKU ZIP 96793

NAME OF AUTHORIZED REPRESENTATIVE  
(PLEASE PRINT) TIVOLI FAAUMU

DATE APRIL 16, 2018

  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CHIEF OF POLICE  
TITLE