



RESOLUTION

AUTHORIZING THE DIRECTOR OF TRANSPORTATION SERVICES OR THE DIRECTOR'S DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF ARMY TO USE AND OCCUPY A PORTION OF SCHOFIELD BARRACKS MILITARY RESERVATION, EAST RANGE AS THE WAHIAWA PARK AND RIDE FOR PUBLIC USE, OVER, ACROSS, IN AND UPON LANDS OF THE UNITED STATES, AS IDENTIFIED IN CONTRACT NO. DACA84-3-14-37.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which place an obligation upon the City or any department or agency thereof shall require prior City Council consent and approval; and

WHEREAS, the Department of Army is an operating department of the United States Government; and

WHEREAS, the Secretary of the Army has been delegated authority to grant a license to the City and County of Honolulu Department of Transportation Services to use and occupy a portion of Schofield Barracks Military Reservation, East Range as the Wahiawa Park and Ride for public use beginning February 10, 2014 and ending February 13, 2019; and

WHEREAS, the License Agreement will impose certain obligations upon the City that may include but is not limited to the City's local share of costs; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it consents to and approves the License Agreement; and

BE IT FURTHER RESOLVED that the Director of Transportation Services (Director), or the Director's designee, is authorized to execute the agreement in substantially the same form of the License Agreement attached hereto as Exhibit "A" on behalf of the City and County of Honolulu with the Secretary of the Army or the Secretary's representative as identified in Contract No. DACA84-3-14-37; and

BE IT FURTHER RESOLVED that the DTS Director may make minor or editing changes, provided that no substantive additions or deletions are made; and

BE IT FURTHER RESOLVED that the DTS Director or the Director's designee is authorized to:



RESOLUTION

1. Execute any incidental or related agreements and documents in furtherance of the above License Agreement the Department of Army may require to use and occupy a portion of Schofield Barracks Military Reservation, East Range as the Wahiawa Park and Ride for public use, so long as such agreements and documents do not incur additional obligations on the part of the City; and
2. Furnish such additional information as the Department of Army may require before granting the License Agreement;

and

BE IT FURTHER RESOLVED that the DTS Director or the Director's designee is directed to advise the City Council in writing of the approval of the License Agreement by the Department of Army, and further to forward to the Council a copy of the approved License Agreement, or the Department of Army's letter(s) of denial, as the case may be; and

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to the Department of the Army and the Director of Transportation Services.

INTRODUCED BY:

Ernest Y. Martin (b/r)

DATE OF INTRODUCTION:

April 3, 2014
Honolulu, Hawaii

Councilmembers

DEPARTMENT OF THE ARMY LICENSE

Park and Ride

Schofield Barracks Military Reservation, East Range

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under his general administrative powers, hereby grants to **City and County of Honolulu**, hereinafter referred to as the Grantee, a license to use and occupy a portion of Schofield Barracks Military Reservation, East Range as a Park and Ride for public use, over, across, in and upon lands of the United States, as identified in Exhibit(s) "A and B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of five (5) years, beginning February 10, 2014, and ending February 13, 2019, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this license shall be addressed, if to the Licensee, to City and County of Honolulu, Department of Transportation Services, Public Transit Division – Facilities and Equipment Branch, Honolulu, HI 96813 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Branch (CEPOH-PP-R), Bldg 230, Fort Shafter, HI 96857-5440; Honolulu District, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, **Honolulu District** hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

1) The licensee shall use and occupy the facility only during the time when the National Guard is not using the facility for drill weekends and training periods. For Inactive Duty Training, the training period is usually on Saturdays and Sundays but can occur on Friday nights. For annual training, the training period is of fifteen days duration. The hours of operation for the facility will normally be from 0500 hours to 2100 hours, Monday through Friday. The United States reserves the right to change the schedule due to operational necessity of military operations. Changes will be posted a minimum of 24 hours in advance or as soon as possible.

2) The exercise of the privileges herein granted shall be:

a. without cost or expense to the United States;

b. subject to the right of the United States to improve, use or maintain the premises without unreasonably interfering with the licensee's privileges;

c. subject to other outgrants of the United States on the premises which do not unreasonably interfere with the licensee's privileges;

d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

3) Any vehicle parked beyond normal operational hours will be subjected to removal from the premises at the expense of the owner/operator. The licensee shall be responsible for the coordinating removal of said vehicle.

4) Parking of commercial vehicles in the facility is prohibited if used for commercial activity at this site.

5) The licensee shall be responsible for posting signs to reflect the hours of operation, security/liability statement, vehicle restrictions, and vehicle removal policy, prior to the opening of the facility.

6) The licensee shall designate a point of contact for coordination with the Wahiawa National Guard Armory Facility Manager.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

The parties further acknowledge that the premises have been occupied by the grantee for the purposes set forth herein since the issuance by the Secretary to the grantee of a license (Contract No. DACA84-3-92-93) for the period from November 6, 1992 through November 5, 1993, which license was renewed for the period from November 6, 1993 through November 5, 1998; and the parties further acknowledge that the grantee has continuously occupied the premises for said purposes as a holdover occupant since said November 5, 1998 expiration date. Notwithstanding the passage of the expiration date of the aforesaid license, as a condition of and as further consideration for the issuance of this license the grantee acknowledges and agrees that it is and shall remain responsible for the condition of the premises as if all the terms of this license had been in effect for the period from November 5, 1998 through the effective date of this license.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payments shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

11. INDEMNITY – NOT USED

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion.

b. The Grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee

shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

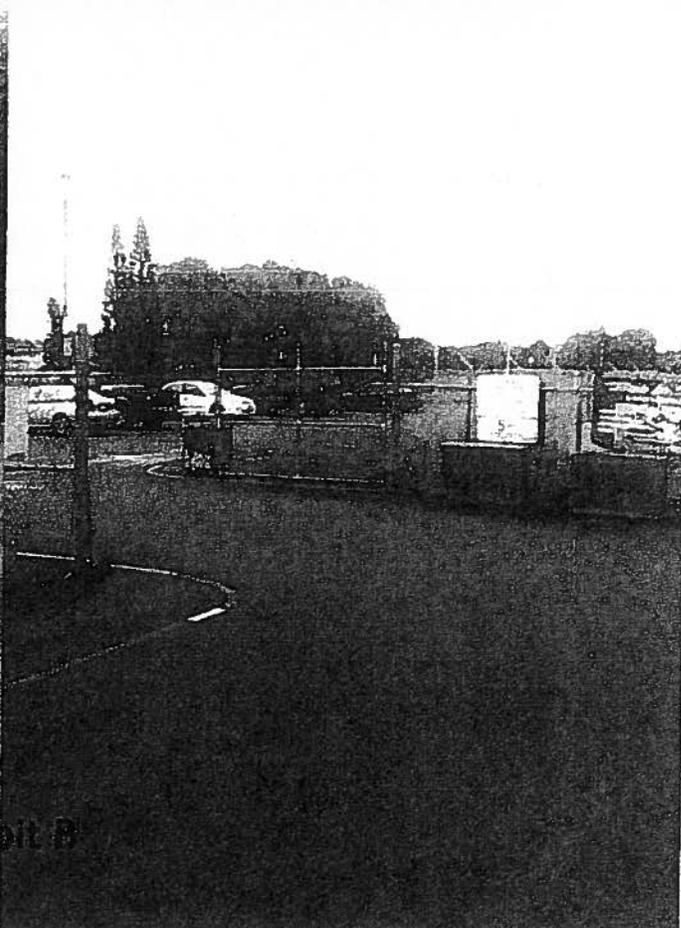
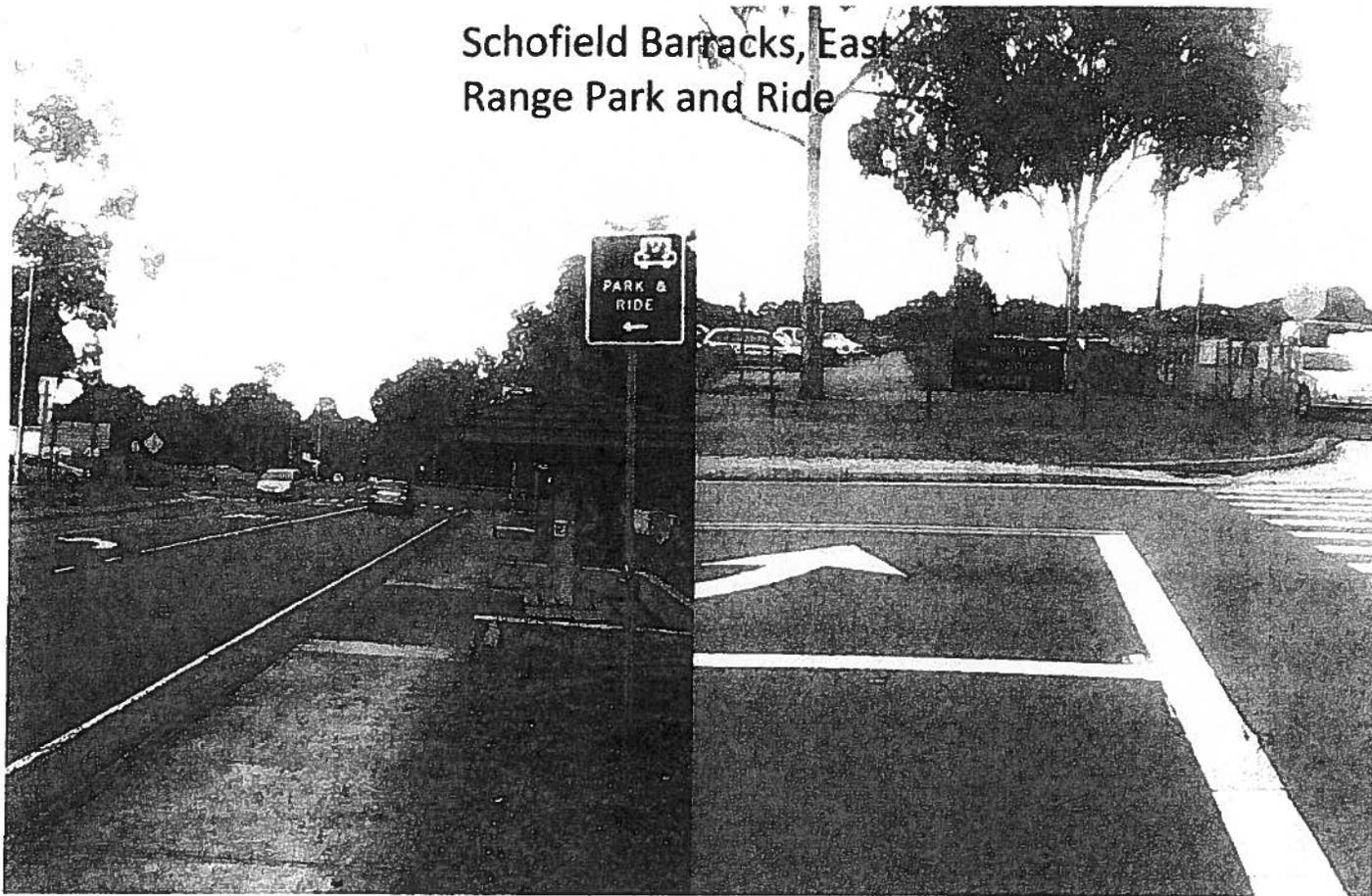
IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, _____.

Michael Y. Sakai
Realty Contracting Officer
U.S. Army Corps of Engineers
Honolulu District

THIS LICENSE is also executed by the grantee this _____ day of _____, _____.

Michael D. Formby
Director
Department of Transportation Services
City & County of Honolulu

Schofield Barracks, East
Range Park and Ride



CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

RESOLUTION 14-67, CD1

Introduced: 04/03/14 By: ERNEST MARTIN (BR)

Committee: INTERGOVERNMENTAL
AFFAIRS AND HUMAN
SERVICES

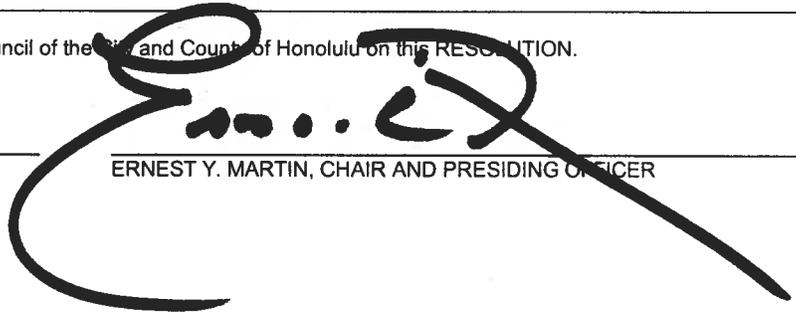
Title: AUTHORIZING THE DIRECTOR OF TRANSPORTATION SERVICES OR THE DIRECTOR'S DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF ARMY TO USE AND OCCUPY A PORTION OF SCHOFIELD BARRACKS MILITARY RESERVATION, EAST RANGE AS THE WAHIAWA PARK AND RIDE FOR PUBLIC USE, OVER, ACROSS, IN AND UPON LANDS OF THE UNITED STATES, AS IDENTIFIED IN CONTRACT NO. DACA84-3-14-37.

Voting Legend: * = Aye w/Reservations

04/24/14	INTERGOVERNMENTAL AFFAIRS AND HUMAN SERVICES	CR-129 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION AS AMENDED IN CD1 FORM.
05/07/14	COUNCIL	CR-129 AND RESOLUTION 14-67, CD1 WERE ADOPTED. 9 AYES: ANDERSON, CHANG, FUKUNAGA, HARIMOTO, KOBAYASHI, MANAHAN, MARTIN, MENOR, PINE.

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.


BERNICE K. N. MAU, CITY CLERK


ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER