

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DEPARTMENT OF DESIGN AND CONSTRUCTION,  
THE DEPARTMENT OF TRANSPORTATION SERVICES, AND  
THE HONOLULU AUTHORITY FOR RAPID TRANSPORTATION  
REGARDING THE TRANSITION OF SUPPORT SERVICES**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into and effective as of July 1, 2011, by and between the DEPARTMENT OF DESIGN AND CONSTRUCTION, City and County of Honolulu, whose mailing address is 650 South King Street, 12<sup>th</sup> Floor, Honolulu, Hawaii 96813 ("DDC"), the DEPARTMENT OF TRANSPORTATION SERVICES, City and County of Honolulu, whose mailing address is 650 South King Street, 3rd Floor, Honolulu, Hawaii 96813 ("DTS"), and the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, City and County of Honolulu, whose mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 ("HART"). DDC, DTS, and HART are collectively referred to as the "Parties."

WHEREAS, the City and County of Honolulu (the "City") is commencing work on the Honolulu High-Capacity Transit Corridor Project, a 20-mile grade-separated fixed guideway rail system from East Kapolei to Ala Moana Center (the "Rail Project");

WHEREAS, on December 16, 2009, the Honolulu City Council (the "Council") adopted Resolution 09-252, CD1, to initiate amendments to the Revised Charter of the City and County of Honolulu 1973, as amended (the "Charter"), to create HART, a public transit authority responsible for the planning, construction, operation, maintenance, and expansion of the City's Rail Project;

WHEREAS, at the 2010 general election, the voters approved amending the Charter as proposed by the Council to create HART;

WHEREAS, the Charter amendments established HART effective July 1, 2011;

WHEREAS, on and before June 30, 2011, the DDC Land Division ("DDC-LD") provided certain services to the Rapid Transit Division ("RTD") of DTS, including, but not limited to, those services set forth in Exhibit "A," attached hereto and incorporated herein;

WHEREAS, no other DDC Division provides services to RTD; and

WHEREAS, to ensure the smooth transition from RTD to HART on July 1, 2011, DTS, HART, and DDC have agreed that DDC-LD will continue providing services to HART on and after July 1, 2011, as set forth in this MOU;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Definitions.

"DDC-LD Services" shall mean all services provided to RTD on and before June 30, 2011, including, but not limited to those services set forth in Exhibit "A," attached hereto and incorporated herein.

"HART Services" shall mean all services set forth in Exhibit "B," attached hereto and incorporated herein.

"Additional Services" shall mean all services in the nature of DDC-LD Services that HART may require in the future, including those services set forth in Exhibit "C," attached hereto and incorporated herein.

2. Services to RTD. On July 1, 2011, DDC-LD shall cease providing DDC-LD Services to RTD.

3. Services to HART. As of July 1, 2011, DDC-LD shall provide all of the DDC-LD Services to HART, except that:

- (a) HART shall assume responsibility for all HART Services, but DDC-LD shall provide such services to HART on an "as needed" basis when requested by HART; and
- (b) DDC-LD shall provide Additional Services at HART's request.
- (c) Notwithstanding anything to the contrary herein, DDC-LD shall not be obligated to provide to HART any services that (i) are not similar in nature to those services DDC-LD provided to RTD prior to July 1, 2011, or (ii) are of a volume or scope that exceeds, by an unreasonable amount as determined by DDC-LD, the volume or scope of those services DDC-LD provided to RTD prior to July 1, 2011.

4. Cooperation. The Parties enter into this MOU with the common goal of ensuring the smooth transition from RTD to HART on July 1, 2011, and ensuring HART's ability to concentrate its efforts on the Rail Project. In furtherance of this goal, the Parties agree to make every reasonable effort to cooperate with, and assist, each another.

5. Modification; Duration; Termination. This MOU is to take effect on July 1, 2011, and shall terminate on June 30, 2012, unless extended by DDC and HART by mutual agreement to June 30, 2016. During the term of the MOU, this MOU and its exhibits may be amended by mutual written agreement of DDC and HART.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the day and date first above written.

**APPROVED:**

**DEPARTMENT OF DESIGN AND CONSTRUCTION**

By   
COLLINS LAM, P.E.  
Director

**DEPARTMENT OF TRANSPORTATION SERVICES**

By   
WAYNE Y. YOSHIOKA  
Director

**HONOLULU AUTHORITY FOR RAPID TRANSPORTATION**

By   
KENNETH T. HAMAYASU  
Interim Executive Director

**EXHIBIT "A"**

**NON-EXCLUSIVE LIST OF SERVICES PROVIDED BY  
THE DEPARTMENT OF DESIGN AND CONSTRUCTION LAND DIVISION TO  
THE RAPID TRANSIT DIVISION OF  
THE DEPARTMENT OF TRANSPORTATION SERVICES  
ON AND BEFORE JUNE 30, 2011**

- Title Preparation
- Appraisal Review
- Property Acquisition
- Mapping Review
- Subdivision
- Advisory services, including, but not limited to:
  - Titles
  - Appraisal
  - Appraisal Review
  - Property Acquisition
  - Mapping Review
  - Subdivision

**EXHIBIT "B"**

**LIST OF SERVICES PREVIOUSLY PROVIDED BY  
THE DEPARTMENT OF DESIGN AND CONSTRUCTION LAND DIVISION TO  
THE RAPID TRANSIT DIVISION OF  
THE DEPARTMENT OF TRANSPORTATION SERVICES  
THAT WILL BE ASSUMED BY  
THE HONOLULU AUTHORITY FOR RAPID TRANSPORTATION  
AS OF JULY 1, 2011**

- Titles
- Appraisal
- Appraisal Review
- Property Acquisition

**EXHIBIT "C"**

**LIST OF ADDITIONAL SERVICES TO BE PROVIDED BY  
THE DEPARTMENT OF DESIGN AND CONSTRUCTION LAND DIVISION TO  
THE HONOLULU AUTHORITY FOR RAPID TRANSPORTATION  
AS OF JULY 1, 2011**

NONE.