

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

This AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("MOU") is entered into and effective as of July 1, 2012 (the "Effective Date"), by and between the DEPARTMENT OF DESIGN AND CONSTRUCTION, City and County of Honolulu, whose mailing address is 650 South King Street, 12th Floor, Honolulu, Hawaii 96813 ("DDC") 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 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 ("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 the Department of Transportation Services ("DTS"), including, but not limited to, those services set forth in Exhibit "A," attached hereto and incorporated herein;

WHEREAS, no other DDC division provided services to RTD;

WHEREAS, to ensure the smooth transition from RTD to HART, on July 1, 2011, DDC, HART and DTS, entered into that certain Memorandum of Understanding regarding the transition of support services provided by DDC-LD from RTD to HART (the "2011 MOU");

WHEREAS, the transition of services from RTD to HART has occurred without incident; and

WHEREAS, DDC and HART wish to amend and restate the 2011 MOU to remove DTS as a party, to extend the 2011 MOU until June 30, 2016, and to make other amendments as stated herein;

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 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 HART. As of the Effective Date, 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 may provide such services to HART on an "as needed" basis when requested by HART;
- (b) DDC-LD may provide Additional Services at HART's request; and
- (c) Notwithstanding anything to the contrary herein, DDC-LD shall not be obligated to provide to HART any service that (i) are not similar in nature to those services DDC-LD provided to RTD prior to July 1, 2011, or (2) 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.

3. Cooperation. The Parties enter into this MOU with the common goal of 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.

4. Modification; Duration; Termination. This MOU is to take effect on the Effective Date, and shall terminate on June 30, 2016, unless extended by DDC and HART by mutual agreement. 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 Amended and Restated Memorandum of Understanding on the day and date first above written.

APPROVED:



LORI KAHIKINA, P.E.
Director
Department of Design and Construction



APPROVED:



DANIEL A. GRABAUSKAS
Executive Director and CEO
Honolulu Authority for Rapid Transportation

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EXHIBIT "A"

"DDC-LD SERVICES"

- 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"

"HART SERVICES"

- Titles
- Appraisal
- Appraisal Review
- Property Acquisition

EXHIBIT "C"
"ADDITIONAL SERVICES"

NONE.