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## RESOLUTION

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AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION FOR THE USE OF CERTAIN LANDS IN KAPOLEI.

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

WHEREAS, the City is interested in continuing to use certain lands in Kapolei for a traffic safety program known as "Drive Safe 4 Ewa"; and

WHEREAS, the Hawaii Housing Finance and Development Corporation is willing to allow the City to continue to use such lands subject to the execution of a Right-of-Entry agreement; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Mayor of the City and County of Honolulu or his duly authorized representative is hereby authorized to enter into an agreement, as attached hereto in substantially final form as Exhibit A, with the Hawaii Housing Finance and Development Corporation and may execute other such documents in connection thereto as may be reasonably required in the future; and



RESOLUTION

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to the Chief of Police, Director of Transportation Services, the Mayor, the Managing Director and the Director of the Hawaii Housing Finance and Development Corporation, State of Hawaii, 677 Queen Street, Suite 300, Honolulu, Hawaii 96813.

INTRODUCED BY:

*Nathani*

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\_\_\_\_\_  
\_\_\_\_\_

DATE OF INTRODUCTION:

**NOV 21 2012**

Honolulu, Hawaii

Councilmembers

**RIGHT-OF-ENTRY  
And  
RELEASE OF LIABILITY**

PROJECT: 2012 Drive Safe 4 Ewa

THIS RIGHT-OF-ENTRY entered into on \_\_\_\_\_, 2012 is hereby granted by the **HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION (HHFDC)**, a public body and a body corporate and politic of the State of Hawaii ( hereinafter referred to as "Owner") to the **CITY AND COUNTY OF HONOLULU**, a municipal corporate entity, its employees, officers, agents, representatives, contractors, invitees, consultants, and other persons (hereinafter collectively referred to as "Permittee") onto and over the premises identified as the Villages of Kapolei Northwest Corner Parcel, situated at Ewa, Oahu, Hawaii, TMK: (1) 9-1-016: 035, portion, as shown on the attached Exhibit "A" (the "Property") for the sole purpose of placing a static display.

Based on the foregoing, Permittee agrees as follows:

1. Permittee shall observe and fully comply with all laws, statutes, ordinances, rules and regulations of the Federal, State, or County governments affecting the Property.
2. Permittee being a municipal entity shall not be required to pay rent to Owner for the use of the Property during the term of this Right-of-Entry.
3. At all times during the term of this Right-of-Entry, Permittee shall remove any debris or trash from the Property and shall repair any damage to the Property caused by Permittee's use of the Property. Upon the expiration of this Right-of-Entry, Permittee shall vacate the Property and restore the area to the same condition as at the time of entry. Permittee guarantees under its self-insurance policy that Permittee will pay for damages to the Property, including, but not limited to, damage to irrigation pipes and sprinkler heads caused by Permittee's use of the Property. This provision shall survive the termination of this Right of Entry, notwithstanding any other provision to the contrary.
4. Permittee shall at all times exercise due care for public and private safety. Permittee shall assume sole and complete liability for and shall indemnify and hold harmless HHFDC, the State of Hawaii, Owner, its employees, officers, agents, and representatives against any loss, cost, claim, damage, or injury arising out of activity conducted by Permittee on the Property, including, but not limited to, property damage, personal injury and death. This provision shall survive the termination of this Right of Entry, notwithstanding any other provision to the contrary.
5. In the event Permittee's activities shall in any way be outside the scope of uses contemplated under this Right-of-Entry, Permittee shall promptly remove all of Permittee's property and personnel from the Property.
6. This Right-of-Entry shall not be assigned, sold or transferred by Permittee to any other party.
7. The status of Permittee is that of independent contractor, and Permittee shall not be considered to be an employee or agent of the Owner.
8. Owner has the right to terminate this Right-of-Entry at any time at its sole discretion upon forty-

eight (48) hours notice to Permittee.

9. The Permittee shall provide a letter addressed to Owner stating its self-insurance covering the uses allowed pursuant to this Right-of-Entry. Such letter shall name the State of Hawaii and Owner, its officers and individual HHFDC Board of Directors as additional insured but only with respect to liability arising out of operations performed by Permittee pursuant to this Right-of-Entry.
10. Permittee shall use its best efforts to minimize and to mitigate the occurrence of traffic, dust and noise originating from the Property.
11. Owner is not obligated to provide water, electricity or sewer connections to Permittee for the purposes of this Right-of-Entry.
12. Owner shall not be liable for any damage due to the presence of hazardous materials on, under or within the Property. Permittee shall not store, use, fabricate or in any way cause hazardous materials to be placed on the Property.
13. The term of this Right-of-Entry shall be for November 19, 2012 thru January 11, 2013 only.

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ACCEPTED AND AGREED:

APPROVED AS TO FORM:

**HAWAII HOUSING FINANCE AND  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Deputy Attorney General

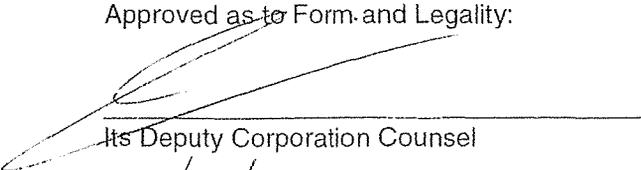
\_\_\_\_\_  
Its Executive Director

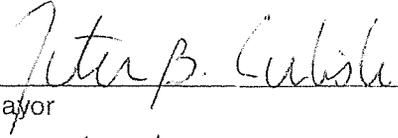
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form and Legality:

CITY AND COUNTY OF HONOLULU

  
\_\_\_\_\_  
Its Deputy Corporation Counsel

  
\_\_\_\_\_  
Its Mayor

11/20/12  
Date

11/20/12  
Date



CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
C E R T I F I C A T E

**RESOLUTION 12-323**

Introduced: 11/21/12 By: NESTOR GARCIA

Committee: SAFETY, ECONOMIC  
DEVELOPMENT AND  
GOVERNMENT  
AFFAIRS

Title: RESOLUTION AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION FOR THE USE OF CERTAIN LANDS IN KAPOLEI.

Links: [RES12-323](#)  
[CR-379](#)

Voting Legend: Y= Aye, Y\* = Aye w/Reservations, N = No, A = Absent, ABN = Abstain

NOTE: COUNCILMEMBER FUKUNAGA TOOK OFFICE ON TUESDAY, NOVEMBER 27, 2012 FILLING THE VACANCY FOR DISTRICT VI.

SAFETY,  
ECONOMIC  
DEVELOPMENT  
AND GOVERNMENT  
AFFAIRS

11/27/12

CR-379 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION.

COUNCIL

12/05/12

CR-379 AND RESOLUTION 12-323 WERE ADOPTED.

ANDERSON Y

BERG Y

CHANG Y

FUKUNAGA Y

GARCIA Y

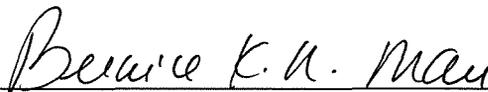
HARIMOTO Y

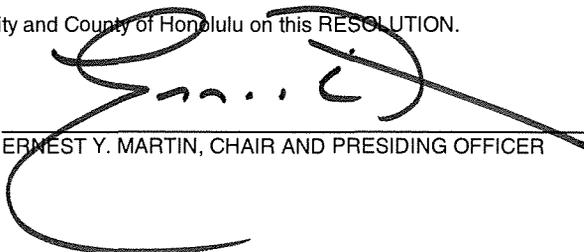
KOBAYASHI Y

MANAHAN Y

MARTIN Y

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