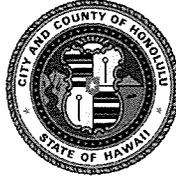


DEPARTMENT OF TRANSPORTATION SERVICES  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 3RD FLOOR  
HONOLULU, HAWAII 96813  
Phone: (808) 768-8305 • Fax: (808) 768-4730 • Internet: www.honolulu.gov

KIRK CALDWELL  
MAYOR



MICHAEL D. FORMBY  
DIRECTOR  
MARK N. GARRITY, AICP  
DEPUTY DIRECTOR

April 24, 2013

The Honorable Ernest Y. Martin, Chair  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

RECEIVED  
CITY CLERK  
C & C OF HONOLULU  
2013 APR 30 AM 10:25

Dear Chair Martin and Councilmembers:

SUBJECT: Approving a Memorandum of Agreement between the City Department of Transportation Services and the State Department of Transportation

Pursuant to Chapter 1, Article 8 Intergovernmental Relations, Revised Ordinances of Honolulu 1990, as amended, we request your support of a memorandum of Agreement (MOA) between the City Department of Transportation Services and the State Department of Transportation for the development of the Joint Traffic Management Center.

Attached is the proposed resolution for the favorable action by the Council.

If you have any questions, please call me at 768-8303.

Very truly yours,

  
Michael D. Formby  
Director

Attachment

APPROVED:



Ember Lee Shinn  
Managing Director



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## RESOLUTION

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AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION SERVICES OF THE CITY AND COUNTY OF HONOLULU (CITY) AND THE STATE OF HAWAII (STATE) DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF THE JOINT TRAFFIC MANAGEMENT CENTER.

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 Transportation Services and the State Department of Transportation desire to enter into an agreement to jointly develop the Joint Traffic Management Center by committing appropriate resources, to work cooperatively and in good faith to ensure the success of the JTMC; now therefore

BE IT RESOLVED by the Council of the City and County of Honolulu, that the Council consent to and approve the proposed agreement attached hereto as Exhibit "A" and by reference made a part of this Resolution; and

BE IT FURTHER RESOLVED that the Director of the Department of Transportation Services, as the Mayor's designee be hereby authorized to:

1. Execute an agreement with the Director of the Department of Transportation of the State of Hawaii in substantially the same form as the proposed agreement attached hereto as Exhibit "A"; and
2. Execute any incidental or related agreements and documents in furtherance of the above agreement so long as such agreements and documents do not incur additional obligations on the part of the City; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

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

**RESOLUTION**

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BE IT FINALLY RESOLVED that the clerk is hereby directed to transmit certified copies of this resolution to the Directors of the Department of Transportation Services and the Director of the State Department of Transportation.

INTRODUCED BY:

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

DATE OF INTRODUCTION:

\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

**Memorandum of Agreement Covering The  
Design, Construction and Commissioning of the  
Oahu Joint Traffic Management Center**

This MEMORANDUM OF AGREEMENT COVERING THE DESIGN, CONSTRUCTION AND COMMISSIONING OF THE OAHU JOINT TRAFFIC MANAGEMENT CENTER (this "Agreement"), is made and entered into on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between:

- the STATE OF HAWAII, Department of Transportation, acting through its Director; and
- the CITY AND COUNTY OF HONOLULU, Department of Transportation Services, acting through its Director.

The above-listed parties to this Agreement are collectively referred to hereafter as the "PARTIES".

WITNESSETH THAT:

WHEREAS, it is the intent of the PARTIES to work cooperatively to improve traffic operations on the island of Oahu; and

WHEREAS, it is the intent of the PARTIES to work cooperatively to improve emergency response; and

WHEREAS, the PARTIES agree that co-location of traffic, emergency responder and associated personnel, systems and supporting infrastructure is an effective means to accomplish their joint traffic operations and emergency response goals; and

WHEREAS, the PARTIES have expended significant time and resources towards planning for a Joint Traffic Management Center ("JTMC"), to be located on the site known as the Alapai site; and

WHEREAS, the PARTIES agree that the most effective means to achieve their joint traffic operations and emergency response goals is to design, construct and commission a JTMC on the Alapai site; and

WHEREAS, the PARTIES agree that operations at a JTMC shall be focused primarily on improving traffic operations and management practices, as well as enhanced emergency response through joint interagency communications, consistent with the Mission Statement agreed to by the PARTIES and attached hereto as Exhibit "A";

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, the PARTIES agree as follows:

Subject to the specific local, state and federal laws, regulations and policies applicable to their agencies/departments, the undersigned agree as follows:

1) JTMC. The PARTIES shall individually and jointly agree to develop a JTMC on the Alapai site by committing appropriate resources, and to work cooperatively and in good faith to ensure the success of the JTMC.

- a. Appropriate resources may include but are not limited to: funds, personnel, equipment and systems to support the planning, design, construction, commissioning, implementation, on-going operations and on-going maintenance of a JTMC. Resources may include allocating normal agency/department resources in such a way that supports the JTMC.
- b. Examples of working cooperatively to secure funding for the JTMC building, outfitting, systems, and other costs associated with the design, construction and commissioning of the JTMC, may include but are not limited to: providing internal resources, to include funds, personnel, equipment and systems; providing information on known grant sources; preparing joint applications for federal grants; and allocating agency/departmental resources to support matching requirements, if needed.
- c. Working in good faith requires the PARTIES to develop an effective mix of their staff, functions, and resources such that the successful delivery of improved traffic operations and emergency response services are provided, given that there are budgetary constraints on the JTMC project. Working in good faith requires the PARTIES to assess and weigh their own separate needs as well as their collective needs and the needs of the JTMC project, and to be forthcoming with information that supports the JTMC project.

2) Effective Date and Term. With the understanding that additional agreements will be negotiated and entered into for operational matters, this Agreement shall become effective upon execution by all the PARTIES and shall remain in effect until terminated by the mutual consent of all the PARTIES.

3) Amendments. This Agreement may be amended at any time upon mutual written agreement of the PARTIES for reasons including but not limited to adding new participants, and specifying details on sharing resources, operational procedures and funding arrangements.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed the day and year first above written.

CITY AND COUNTY OF HONOLULU

STATE OF HAWAII

By its: \_\_\_\_\_

By its: \_\_\_\_\_

Director of Transportation Services

Director of Transportation

APPROVE AND CONCUR

APPROVED AS TO FORM:

By its: \_\_\_\_\_

\_\_\_\_\_

Police Chief

Deputy Attorney General

By its: \_\_\_\_\_

Fire Chief

By its: \_\_\_\_\_

Director of Emergency Services

By its: \_\_\_\_\_

Director of Facility Management

By its: \_\_\_\_\_

Director of Information Technology

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

Deputy Corporation Counsel

## EXHIBIT A

### MISSION STATEMENT

The Honolulu Joint Traffic Management Center (JTMC) will provide a secure, protected, comfortable, collaborative, and enabling environment. By providing this environment, active traffic management (ATM) and Public Safety Answering Point (PSAP) personnel on Oahu will be able to improve and enhance:

- Day-to-day operation of the transportation network;
- Coordination and response to traffic incidents, reducing traffic delays and congestion, and improving public safety;
- Information dissemination among responders; and
- Traffic information disseminated to the public.