

FOR ACTION

I. REQUEST

Authorize the Interim Executive Director to Amend an Existing April 27, 2020 Memorandum of Agreement (“MOA”) between the Hawaii Technology Development Corporation (“HTDC”) and the Hawaii Community Development Authority (“HCDA”), which will Allow the HCDA to Continue to Provide Project Management Assistance to the HTDC for the First Responder Technology Campus (“FRTC”) Project

II. BACKGROUND

The HTDC and the HCDA entered into an MOA effective April 27, 2020, for the HCDA to provide project management services for the FRTC and the Hilo Innovation Manufacturing Center (“IMC”). The original MOA was not presented to the Board and is attached hereto as Exhibit A.

At the January 5, 2022 Authority meeting, staff presented, for information, the background and purpose of the FRTC and the HCDA’s involvement by providing project management services and technical assistance to the HTDC:

“The FRTC is a project currently in the planning and infrastructure design phase. The project is being proposed on land owned by the Hawaii Technology Development Corporation (“HTDC”) adjacent to the Mililani Technology Park....

The proposed uses of the FRTC are:

1. To provide a joint training center for multiple federal, state, and county first responder agencies and departments;
2. To support continuity of operations programs (COOP) and critical government functions;
3. To act as the State’s strategic disaster recovery site and Emergency Operation Center (EOC); and
4. To house the State’s data center.

HTDC is tasked with developing the main infrastructure including roads and limited shared facilities for the FRTC. Each first responder agency is expected to be responsible for design and construction of its own facility on the 150-acre Parcel.”

The IMC project will create a facility that supports a variety of light manufacturing capabilities. It will also help develop workforce skills for high school and college students. The project is currently in the early planning stages and does not require the

HCDA's involvement now. The HCDA and the HTDC will discuss entering into a new MOA that includes the IMC project when the project is ready.

III. DISCUSSION

The current MOA will expire on April 27, 2022. The HCDA proposes to execute a First Amendment to the MOA, to extend the term to December 31, 2025 and to remove the Hilo IMC project from the scope of work.

Fees will be paid by the HTDC to the HCDA in the total amount of Ninety Thousand Dollars (\$90,000.00), with payments to be made monthly for invoiced services.

Staff capacity exists currently to continue to assist the HTDC through completion of the main infrastructure construction, currently anticipated to be completed by December 31, 2025.

IV. RECOMMENDATION

The HCDA staff recommends that the Interim Executive Director be authorized to execute the First Amendment to the Memorandum of Agreement with the HTDC, substantially in the form attached as Exhibit B, and undertake all tasks necessary to effectuate the purpose(s) of this action.

Attachments:

EXHIBIT A – MOA with HTDC dated April 27, 2020

EXHIBIT B – Draft First Amendment to MOA with HTDC

Prepared By: Cara Kimura, HCDA Project Director CK

Reviewed By: Carson Schultz, AIA, Dir. of Planning & Development - Kakaako CS

EXHIBIT A

MEMORANDUM OF AGREEMENT

Between

Hawaii Technology Development Corporation and

Hawaii Community Development Authority

THIS MEMORANDUM OF AGREEMENT (“Agreement” or “MOA”), is effective as of Apr 27, 2020, between the HAWAII TECHNOLOGY DEVELOPMENT CORPORATION (HTDC), and the HAWAII COMMUNITY DEVELOPMENT AUTHORITY (HCDA) (individually the “party” and collectively “the Parties”).

1. PURPOSE AND AUTHORITY. This MOA is entered into by and between HTDC and HCDA for the purposes of establishing a mutual framework governing the respective responsibilities of the parties for the provision of project management services for the First Responders Technology Campus (FRTC) and the Hilo Innovation and Manufacturing Center (Hilo IMC).
2. HTDC. HTDC, an agency placed within the Department of Business, Economic Development and Tourism, State of Hawaii for administrative purposes, was established to facilitate the growth and development of the commercial technology industry in Hawaii. This includes developing and encouraging industrial parks as technology innovation centers and developing or assisting with the development of projects within or outside industrial parks.
3. HCDA. HCDA, an agency placed within the Department of Business, Economic Development and Tourism, State of Hawaii for administrative purposes, was established to determine community development programs, to cooperate with private enterprise and the various components of federal, state, and county governments in bringing plans to fruition.
4. RESPONSIBILITIES. HCDA shall be responsible for the scope of work outlined below. HTDC shall provide funding as outlined below for work rendered by HCDA.
5. SCOPE OF WORK. The scope of work to be performed for project management services for the FRTC and Hilo IMC shall include, at a minimum, the following:
 - A. Pre-Development. HCDA shall assist HTDC in soliciting services and managing of a consultant for the Hilo IMC and FRTC pre-development phase. HCDA shall assist HTDC in developing the scope of services for the Hilo IMC and FRTC pre-development phase and negotiating the scope of services and fee proposal with the consultant. HCDA shall assist HTDC in reviewing the work product prepared by the consultant in the Hilo IMC and FRTC pre-development phase.
 - B. Planning. HCDA shall review Hilo IMC and FRTC planning work, including (but not limited to) providing review of and comments on the environmental impact statement and shall provide input related to planning and management of the consultant.

6. COMPENSATION AND METHOD OF PAYMENT. In consideration for the services to be rendered under this MOA, HTDC agrees to pay HCDA a total amount not to exceed NINETY THOUSAND AND NO/100 (\$90,000.00), in accordance with the following provisions
- a) Hourly Rate. Rate of \$75.00 per hour during the term of this MOA; however the actual hours completed under this MOA shall not exceed the maximum payable under this MOA.\
 - b) Pre-approved reimbursements. Reimbursements may include (but not limited to) travel to the neighbor island for project related tasks. HCDA to make arrangements for expenses within a reasonable timeframe and through the most economical, direct and cost effective means. Eligible pre-approved expenses are based on actual expenses only. HCDA to provide receipts to HTDC for reimbursement approval.
 - c) Invoices. Invoices shall be submitted monthly, or as agreed to by the Parties. HCDA shall invoice HTDC for work performed and pre-approved reimbursements under this MOA and according to this compensation and method of payment.
 - d) Method of payment. Upon receipt of an invoice, HTDC shall remit payment to HCDA by check, funds transfer, journal voucher, or other mechanism arranged and agreed upon by both Parties.
 - e) Invoices shall be submitted to the following address:

HTDC
521 Ala Moana Blvd, Suite 255
Honolulu, HI 96813

Attn: Fiscal Office
7. TERM. This MOA shall expire two (2) years from the effective date written above. This MOA may be extended by mutual agreement.
8. AMENDMENT, MODIFICATION and TERMINATION. Any changes or modifications to this MOA shall be by mutual agreement of the parties and shall be documented in writing through a fully executed and signed Supplemental Memorandum of Agreement. Either party may terminate this MOA by providing advance written notice to the other party. The termination shall be effective thirty (30) calendar days following receipt of the written notice, unless a later date is set forth by mutual agreement.
9. GOVERNING LAW. This MOA shall be governed by the laws of the State of Hawaii. In view of the above, the parties agree to the execution of the MOA between HTDC and HCDA by their duly authorized representative their signatures below.

Hawaii Technology Development Corporation

By: *Len Higashi*

Print Name: Len Higashi

Title: Acting Executive Director

Date: Apr 23, 2020

Hawaii Community Development Corporation

By: *Garett Kamemoto*

Print Name: Garett Kamemoto

Title: Interim Executive Director

Date: Apr 27, 2020

EXHIBIT B

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This First Amendment to Memorandum of Agreement (“First Amendment”), effective the ___ day of _____ 2022 (“Effective Date”), is entered into by and between the **Hawaii Technology Development Corporation** (hereinafter “HTDC”), a body corporate and a public instrumentality of the State of Hawaii, whose business address is 521 Ala Moana Boulevard, Suite 255, Honolulu, Hawaii 96813, and the **Hawaii Community Development Authority** (hereinafter “HCDA”), a body corporate and a public instrumentality of the State of Hawaii, whose business address is 547 Queen Street, Honolulu, Hawaii 96813, (collectively, the “Parties”).

WITNESSETH THAT:

WHEREAS, the Parties entered into a Memorandum of Agreement, dated April 27, 2020 (the “MOA”) to establish a mutual framework governing the respective responsibilities of the Parties for the provision of project management services for the First Responders Technology Campus (FRTC) and the Hilo Innovation and Manufacturing Center (Hilo IMC), attached as Exhibit “A”;

WHEREAS, section 8 of the MOA, entitled, Amendment, Modification and Termination, provides as follows:

“8. AMENDMENT, MODIFICATION and TERMINATION. Any changes or modifications to this MOA shall be by mutual agreement of the parties and shall be documented in writing through a fully executed and signed Supplemental Memorandum of Agreement. Either party may terminate this MOA by providing advance written notice to the other party. The termination shall be effective thirty (30) calendar days following receipt of the written notice, unless a later date is set forth by mutual agreement.”

WHEREAS, pursuant to section 7, the term of the MOA expires on April 26, 2022, and the Parties desire to extend the term of the MOA until December 31, 2025;

WHEREAS, the Parties also desire to amend the MOA to delete the references to Hilo Innovation and Manufacturing Center (“Hilo IMC”) because HTDC has informed HCDA that HTDC is not able to proceed with the Hilo IMC project now; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. In Section 1 of the MOA, entitled, *Purpose and Authority*, the reference to “Hilo Innovation and Manufacturing Center (Hilo IMC)”, is hereby deleted;
2. In Section 5 of the MOA, entitled, *Scope of Work*, all references to “Hilo IMC” are hereby deleted;

3. Section 7 of the MOA, entitled *Term*, is hereby amended to extend the term of the MOA to December 31, 2025; and

4. All other terms and conditions of the MOA remain in full force and effect.

IN WITNESS WHEREOF, The duly authorized representatives of the Parties hereto have duly executed this First Amendment, effective as of the date first above written.

APPROVED AS TO FORM:

HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII

Deputy Attorney General for HCDA

By _____
Its _____

Date _____

APPROVED AS TO FORM:

HAWAII TECHNOLOGY DEVELOPMENT
CORPORATION, STATE OF HAWAII

Deputy Attorney General for HTDC

By _____
Its _____

Date _____