

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

February 9, 2018

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

SUBJECT: REQUEST APPROVAL TO AUTHORIZE THE CHAIRPERSON TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING (hereafter MOU) BETWEEN THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES DIVISION OF STATE PARKS (hereafter DSP) AND THE UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER (hereafter UHDC) TO COOPERATIVELY WORK ON PROOF OF CONCEPTS FOR NUMEROUS DSP PROPERTIES

BACKGROUND AND DISCUSSION:

DSP seeks to engage UHDC to provide proof of concept services and requests the Board of Land and Natural Resources (hereinafter BLNR) authorize the Chair to enter into an MOU to establish a mutual framework governing the respective responsibilities of both parties.

In September 2016, DLNR staff attended a presentation at the State Capitol Auditorium entitled "Placemaking, Planning, Visioning and Design" hosted by the Director of Community Design for the University of Arkansas. The forum was the catalyst for discussions between the U.H. School of Architecture and its newly created Community Design Center (hereafter UHDC) and DSP staff. DSP staff determined that this relationship, which includes tapping into the expertise of faculty and students, could provide an innovative method to reduce the ever-increasing cost associated with hiring consultants for planning and design of DSP's CIP projects, while providing students with real world design projects.

UHDC is a service learning outreach initiative led by the School of Architecture that partners with governmental agencies to provide design, planning, placemaking, visioning and outreach services. As a hybrid program of education and practice, UHDC offers Hawai'i a new platform for faculty, professionals, and students to collaborate on interdisciplinary research and design projects that serve the public interest. These projects offer service learning opportunities for students through academic instruction, internship, and post-graduate employment. UHDC has engaged over 100 students and 30 student interns, under the supervision of 10 faculty, staff, and partnered professionals in its first year of operation.

Proof of Concept ("POC") is a project planning methodology that includes analyses, applied research, design schemes and criteria, and determination of funding needs and technical

expertise. In this assessment of project feasibility, stakeholder outreach and engagement are used in addition to conceptual planning and design investigation. POC provides the pre-design planning assessment which can be incorporated in subsequent design(s) of a project.

Pursuant to Act 49, 2017 Session Laws of Hawaii, the 2017 State Legislature appropriated \$500,000 for two (2) legislative add-ons for Proof of Concept planning and design for Wahiawa Freshwater State Recreation Area and Statewide projects. The Wahiawa project will develop guidance for future park improvements and developments. The Statewide projects will include development guidance for Kekaha Kai State Park on the island of Hawai'i and comfort station alternatives at Kealakekua Bay State Historical Park on Hawai'i and at Wailua River State Park and Koke'e State Park on Kauai.

The 2017 State Legislature budgeted the monies for POC alternatives as a means for Executive agencies to utilize another platform for determining its design and construction needs. These appropriations were specifically for Proof of Concept planning, and the UHCDC is a perfector of this form of planning locally, having successfully worked with other agencies such as the State Department of Education (DOE) and Department of Public Safety (DPS).

Entering into a MOU is necessary for DSP to frame and provide supporting material for current and future capital improvement funding requests. Refer to Exhibit 1 for the draft MOU.

Task Orders will be used as the contractual agreements between UHCDC and DSP to implement the following POC projects: future improvements at Wahiawa Freshwater State Recreation Area, Oahu; future park improvements at Kekaha Kai State Park, Hawaii; and comfort station assessment and options at Kealakekua Bay State Historical Park, Hawaii, Wailua River State Park and Koke'e State, Kauai. Refer to Exhibit 2 for an example of the task order for Wahiawa improvements.

These projects are in compliance with State Procurement laws, as Section 103D-102 (b) (2) (G), Hawaii Revised Statutes, allows DSP to procure the professional services of UHCDC.

#### LEGAL REFERENCE:

Hawai'i Revised Statutes Subsection 171-11, 171-55 and 103D-102

#### CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

The anticipated DSP activities to be conducted under the terms of the MOU are minor actions that are anticipated to have minimal or no significant effects on the environment and are exempt from the requirement to prepare an environmental assessment in accordance with Chapter 343, Hawai'i Revised Statutes.

Exemption Class 5: Basic data collection, research, experimental management and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

RECOMMENDATIONS:

That the Board:

1. Authorize the Chairperson or designee to negotiate, sign, execute and amend a Memorandum of Understanding and Task Orders between the Department of Land and Natural Resources and the University of Hawai'i Community Design Center, subject to the Department of the Attorney General's approval as to form.
2. Approve a declaration of exemption from the requirement of Chapter 343, Hawai'i Revised Statutes to prepare an environmental assessment for the actions proposed in this Memorandum of Understanding.

Respectfully submitted,



Curt A. Cottrell, Administrator  
Division of State Parks

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson  
Board of Land and Natural Resources

Exhibits:

- 1 - Draft Memorandum of Understanding
- 2 - Draft Task Order

# Exhibit 1

## Memorandum of Understanding

Between

The State of Hawai'i, Department of Land and Natural Resources

and

The University of Hawai'i

This Memorandum of Understanding (hereinafter referred to as "MOU"), is executed on the respective dates indicated below and effective \_\_\_\_\_ by and between the STATE OF HAWAI'I, DEPARTMENT OF LAND AND NATURAL RESOURCES, by and through the Board of Land and Natural Resources (hereinafter referred to as "DLNR"), whose business address is 1151 Punchbowl Street, Room 310, Honolulu, HI 96813, and the UNIVERSITY OF HAWAI'I, the state university and a body corporate of the State of Hawai'i, whose business address is Bachman Hall, 2444 Dole Street, Honolulu, HI 96822 (hereinafter referred to as "UH"), for the benefit of the UNIVERSITY OF HAWAI'I COMMUNITY DESIGN CENTER (hereinafter referred to as "UHCDC"), whose business address is 2410 Campus Road, Room 201, Honolulu, HI 96822. DLNR and UH are each referred to herein individually as a "party" and collectively as the "parties".

### 1. PURPOSE AND AUTHORITY

This MOU is entered into by and between UH and the DLNR for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of Proof of Concept services and other collaborative efforts that benefit both organizations. For the purposes of this MOU, DLNR is entering into this MOU to allow the Division of State Parks (hereinafter referred to as "State Parks") to engage the services of UHCDC pursuant to its authority under Hawaii Revised Statutes § 184-3. UH is entering into this MOU in order to provide UHCDC students with valuable educational opportunities, pursuant to its authority under Hawaii Revised Statutes § 304A-103.

### 2. DEPARTMENT OF LAND AND NATURAL RESOURCES

DLNR, in its ongoing efforts to enhance, protect, conserve, and manage Hawai'i's ecological, cultural, and historic resources and public open space, is entering into this MOU with the goal of providing an ongoing collaboration between the UHCDC and State Parks on Proof of Concept projects that develop local expertise by providing opportunities for students to gain practical experience in the challenges related to the stewardship and development of our land and natural resources. Community coordination and involvement are critical components in stewardship and resource protection and development.

# Exhibit 1

## 3. UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER

UHCDC is a new service learning program and teaching practice established and led by the UH School of Architecture, that provides a platform for applied research, planning, placemaking, and design involving UH faculty, staff, students, and partnered professionals across UH campuses, departments, and professional disciplines.

## 4. SCOPE

Proof of Concept describes a scope of work that includes stakeholder involvement, applied research, and conceptual planning and design investigation that informs state agencies ahead of annual budget requests and procurement of professionals. These services are preliminary and typically include but are not limited to a set of analyses, applied research, design schemes, criteria, and initial costs that assist with CIP justification and project definition. Proof of Concept services are typically ahead of and not in lieu of design services provided by professional consultants. However, Proof of Concept services can be continued concurrent to professional consultants to oversee the continuity of the Proof of Concept intents. Consistent with funding provided by Section 30, Act 49, Session Laws of Hawaii 2017, the scope of work of this MOU shall include but not be limited to these State Park areas:

- Wahiawa Freshwater State Recreation Area, Oahu;
- Kekaha Kai State Park, Hawaii;
- Kealakekua Bay State Historical Park, Hawaii;
- Kokee State Park, Kauai; and
- Other State Parks facilities, as mutually agreed upon.

## 5. INTERGOVERNMENTAL AGENCY COMMUNICATIONS

To provide for consistent and effective communications between UHCDC and DLNR, each party shall appoint a Principal Representative to serve as the central point of contact and communications on matters relating to services to be provided through this MOU and there shall be Principal Representatives/Principal Investigators appointed by each party in each TASK ORDER. Depending on the complexity and scope of work to be performed in TASK ORDERS, multiple representatives/investigators may also be appointed to serve as points of contact in each TASK ORDER.

## 6. TASK ORDERS

In response to requests from either party to provide for internships or other collaborative efforts under this MOU, UHCDC and DLNR shall develop mutually agreed upon written TASK ORDERS. Each TASK ORDER shall include:

- a. A detailed scope of work
- b. An outreach and coordination plan
- c. Schedules of work completion and specific deliverables

# Exhibit 1

- d. Project budget and payment schedules including exclusions.
- e. Identification of Principal Representative(s)/Principal Investigator(s)
- f. Other information to clearly define the obligations of the parties with respect to the work to be performed, including without limitation the information set forth in Section 8 of this MOU

The TASK ORDER will serve as the binding agreement between the parties in this MOU for the completion of the scope of work and payments based upon schedules agreed upon by the parties. No work shall begin until this agreement is executed nor shall any payment be rendered until completed pursuant to the payment schedule.

In the event of a conflict between this MOU and a TASK ORDER, this MOU shall control. Each TASK ORDER shall constitute a separate agreement between the parties.

DLNR and UHCDC agree that there will be three (3) TASK ORDERS executed to implement the projects identified in this MOU; and utilize the funding in Section 8 of this document. Refer to Exhibit A as an example of a TASK ORDER.

## 7. RESPONSIBILITIES OF THE PARTIES

The responsibilities of each party to this MOU in the delivery of services shall be clearly defined in each TASK ORDER. UH and DLNR are independent contractors and neither is an agent or joint venture partner of the other. Each party shall maintain sole and exclusive control and responsibility over its personnel and operations.

## 8. FUNDING

Act 49, Session Laws of Hawaii 2017, provided funding through two (2) separate capital improvement program or CIP appropriations for the projects identified in this MOU. Payments to UH shall be funded by these appropriations through the TASK ORDERS executed between the parties.

TASK ORDERS shall include the total dollar amount, payment schedule and other particulars for the proper remittance of payment.

## 9. PUBLIC INFORMATION

In general, DLNR shall be responsible for all public information associated with the work performed through this MOU. UHCDC shall assist DLNR, upon written request from DLNR, in the preparation of statements and responses regarding the projects and scope of work specified in the TASK ORDERS. UHCDC, upon written request to DLNR, may make public announcements and respond to inquiries specific to its means and methods.

The parties shall coordinate in a timely manner on any public statement or response

# Exhibit 1

regarding work contemplated, undertaken, or completed pursuant to TASK ORDERS under this MOU.

## 10. INTELLECTUAL PROPERTY

All privileges and rights with respect to the use or ownership of any patent, copyright, trademark or other form of intellectual property authored or invented by University faculty or staff in the performance of this MOU shall be governed by the University's policies and procedures on patents and copyrights, and where applicable, the relevant provisions of any collective bargaining agreement for University faculty and employees pursuant to 2017-2021 UHPA-BOR Contract, and sections R-10 through R-14 as applicable.

The parties shall confer in good faith to resolve any difference regarding ownership or use of intellectual property. If the differences are not resolved to their mutual satisfaction, any party may immediately terminate this MOU or may rescind any TASK ORDER issued.

The UHCDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved in the project shall be credited for the Proof of Concept work provided in any public representation of the work or as agreed upon in the pertinent TASK ORDER.

The UHCDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved in the project shall have the right to include and represent this work in their academic and professional portfolios unless otherwise agreed upon in the pertinent TASK ORDER.

DLNR shall have sole ownership of all work and products generated and/or completed pursuant to each TASK ORDER, unless specified otherwise by written mutual agreement between DLNR and UH.

## 11. AMENDMENT, MODIFICATION AND TERMINATION

This MOU may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective sixty (60) calendar days following written notice, unless a later date is set forth by mutual agreement. In the event of termination:

- UHCDC shall be responsible for the completion of deliverables specified in the TASK ORDERS, unless mutually agreed otherwise by the parties.
- DLNR shall be responsible for paying any costs incurred and non-cancellable commitments for completed deliverables made by UH under this MOU and active TASK ORDERS, unless mutually agreed otherwise by the parties.

## Exhibit 1

- UHCDC shall be responsible for transferring any on-going work to DLNR as a result of the termination of the MOU and active TASK ORDERS.

### 12. EFFECTIVE DATE

This MOU shall be effective from the effective date as set forth above until either party terminates the MOU pursuant to Section 11 hereof. The MOU may be executed by the parties in counterparts, all of which taken together shall be deemed one and the same instrument.

DRAFT



**Exhibit 1**

13. APPROVALS

In Witness Whereof, the parties have caused this MOU to be executed by their duly authorized representatives by their signatures below.

**DEPARTMENT OF LAND AND NATURAL RESOURCES**

Date \_\_\_\_\_

By \_\_\_\_\_  
SUZANNE D. CASE  
Its Chairperson, Board of Land and Natural Resources

APPROVED AS TO FORM:

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

Date \_\_\_\_\_

**UNIVERSITY OF HAWAI'I**

Date \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Its Interim Chancellor, University of Hawai'i at Manoa

**THE SCHOOL OF ARCHITECTURE,  
UNIVERSITY OF HAWAI'I AT MANOA**

Date \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Its Dean

Date \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Its Adjunct Assistant Professor, Director  
University of Hawai'i Community Design  
Center

## Exhibit 2

### TASK ORDER #1

### BETWEEN

THE DIVISION OF STATE PARKS, DEPARTMENT OF LAND AND NATURAL RESOURCES,  
STATE OF HAWAII

### AND

UNIVERSITY OF HAWAII

#### PROJECT

Lake Wilson: Wahiawa Freshwater State Recreation Area Study and Proof-of-Concept Design

#### BACKGROUND

In support of a Memorandum of Agreement (hereinafter referred to as "MOU") between the Division of State Parks, Department of Land and Natural Resources, State of Hawaii (hereinafter referred to as "State Parks" or "DLNR"), whose business address is 1151 Punchbowl Street, Room 310, Honolulu, HI 96813 and the UNIVERSITY OF HAWAII, the state university and a body corporate of the State of Hawaii, whose business address is Bachman Hall, 2444 Dole Street, Honolulu, HI 96822 (hereinafter referred to as "UH"), for the benefit of the UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER (hereinafter referred to as "UHCDC"), whose business address is 2410 Campus Road, Room 201, Honolulu, HI 96822. DLNR and UH are each referred to herein individually as a "party" and collectively as the "parties." UH CDC will provide an analysis and masterplan study for Wahiawa Freshwater State Recreation Area in its Lake Wilson watershed and Wahiawa town context. Following this larger-scale applied research, the UH CDC will develop programming and proof-of-concept (hereinafter referred to as "POC") design documents for proposed built environment interventions at the Wahiawa Freshwater State Recreation Area site. UH faculty and staff shall supervise students in academic courses and through paid positions in the development of this work.

#### GOALS AND OBJECTIVES

In its existing state, Wahiawa Freshwater State Recreation Area (hereinafter referred to "WFWSRA" or "Park") seems underutilized, impacted by water-quality, environmental, and socio-economic issues, and lacking in resilience and connectivity. This project, through a collaboration between the UH CDC and State Parks, seeks to contribute to protecting and enhancing WFWSRA's ecological, social, and cultural/historic resources and public open space amenities for the community and future generations of park users. The overall study and POC work conceptualize the programming and innovative redesign of the Park and its facilities with a focus on ecological design, resource protection, placemaking, recreational activities, and scenarios for low-impact types of state-park and locale-appropriate lodging. They include aspects of stakeholder and community involvement, analysis, applied research, conceptual planning and design investigation, and initial costs that assist with future capital improvement program (hereinafter referred to as "CIP") justification and project definition. The project provides opportunities for UH students to gain practical experience in the challenges related to the stewardship and development of our land and natural resources.

Public-interest-driven POC designs investigate connected, ecologically and socially sustainable, resilient, and water-sensitive built environment interventions, additional sites and facilities for recreational activities and lodging, new multi-purpose/pedestrian infrastructure, and ecological priority zones. These proposed process-based design interventions allow for increased biodiversity, contribute to improving water quality, provide ecosystem services, conserve resources, and, at the same time, create livable, usable, culturally- and socially-sensitive, and accessible lakefront amenities and activities for all park users.

# Exhibit 2

## SCOPE OF WORK

1. Watershed/Lake Wilson Scale:
  - Review, analysis, and summary of existing regulatory, planning, design, and management documents (such as existing urban design plans, master plans, EIS, etc.), existing land uses and programs, historic/cultural resources, and other documentation
  - Analysis, research, and mapping (environmental factors/ physical and biological attributes; urban systems/ physical attributes; historic development and social factors/ cultural attributes; landownership and current uses; vulnerabilities, constraints, opportunities, etc.)
  - Existing conditions diagrams, maps, and models
  - Concept development, goals
  - Schematic urban design/framework diagrams and plans
  - Documentation
  
2. Wahiawa Freshwater State Recreation Area Scale:
  - Review and summary of existing regulatory, planning, design, and management documents, existing WFWSRA conditions and programs, historic/cultural resources, and other documentation
  - Detailed site analysis, research, and mapping (environmental factors/ physical and biological attributes; park systems/ physical attributes; historic development and social factors/ cultural attributes; vulnerabilities, constraints, opportunities, etc.); existing park conditions
  - Compilation of digital, vectorized existing conditions base maps (plans, sections) and models
  - WFWSRA programming
  - Concept development
  - Stakeholder involvement/design charrette
  - Masterplan for overall WFWSRA site
  - POC designs for proposed interventions, including initial cost estimate
  - Documentation (final plans and project report)

## OUTREACH AND COORDINATION PLAN FOR STAKEHOLDER AND COMMUNITY INVOLVEMENT

The purpose of the outreach and coordination plan is to establish objectives and strategies to obtain insights and knowledge from the Wahiawa community and stakeholders utilizing WFWSRA. This may include charrettes, and other interactive exercises. The outreach plan will provide UHDC students and staff exposure of the issues and concerns that stakeholders may have in future park development. The involvement of community and stakeholders provide a basis of support and collaboration that is necessary in using public funds such as CIP. UHDC will work with State Parks in the development of this plan as a vital component in the POC project. The plan will determine strategies for communicating, coordinating and collaborating with the Wahiawa community and stakeholders. As noted in Section 9 in the MOU, State Parks shall be responsible for all public information regarding this project and UHDC shall assist.

## PAYMENT SCHEDULE AND DELIVERABLES

PAYMENT 1 AND DELIVERABLES: February 2018	\$90,932.00
Compilation and preparation of digital base files (existing conditions) at watershed and WFWSRA scales; ARCH 415-001 design studio class work (student precedent studies, watershed and site research and analysis, generation of overall park programming and master planning/design ideas and scenarios, speculative schematic focus area designs); Summary report of ARCH 415 studio results; and Submittal of the Outreach and Coordination Plan.	
PAYMENT 2 AND DELIVERABLES: May - August 2018	\$49,379.00
Preliminary site research, analysis, mapping (watershed/Lake Wilson and WFWSRA scales); Initial programming and concept ideas WFWSRA;	

## Exhibit 2

Summary of research, analysis, mapping (both watershed/Lake Wilson and WFWSRA scales);  
Preliminary concept development and goals at watershed/Lake Wilson scale;  
Urban design/framework diagrams and plans at watershed/Lake Wilson/community scale;  
Initial master planning for WFWSRA;  
Stakeholder/community outreach and charrette;  
Interim Project Report due (2 hard copies + PDF), summary of work to date.

PAYMENT 3 AND DELIVERABLES: December 2018 – June 2019 \$107,697.00

WFWSRA programming and POC design work;  
Prepare preliminary master planning report;  
Preliminary POC design WFWSRA  
Refinement of master plan and POC designs WFWSRA;  
Adjustments of larger-scale diagrams, writeups, and plans;  
Prepare written parts of study, documentation;  
Final drafts of master plan, POC design, and project report.

PAYMENT 4 AND DELIVERABLES: August - November 2019 \$1,992.00

Final Project Report due (2 hard copies + PDF), plus all physical models (if applicable)  
and presentation boards.

### OTHER

DLNR, pursuant to procurement regulations and requirements, shall have sole ownership of all products generated under this task order. According to UH intellectual property policy, the faculty member who serves as the UHDCDC Principal Investigator shall retain primary authorship of the research and creative work conducted in the context of this study. In this spirit, should POC designs proposed under this task order move forward towards planning, design, and actual implementation, the UHDCDC and Principal Investigator shall be properly credited, and mechanisms shall be explored that assure the continuity of the intents and ideas of the work, for example through concurrent, additional POC services (continued in parallel to professional consultants) or other contractual provisions.

### PRINCIPAL INVESTIGATOR

Judith Stilgenbauer, Associate Professor, School of Architecture

### PRINCIPAL REPRESENTATIVE/ POINT OF CONTACT

Judith Stilgenbauer, Associate Professor  
School of Architecture, University of Hawaii Community Design Center  
2410 Campus Road, Room 201-C  
Honolulu, HI 96822  
808-956-7227  
[jstilg@hawaii.edu](mailto:jstilg@hawaii.edu)

Principal Representative(s) for State of Hawai'i Department of Land and Natural Resources, Division of State Parks:

Renee Kamisugi  
Division of State Parks, Department of Land and Natural Resources, State of Hawaii  
1151 Punchbowl Street, Room 310  
Honolulu, HI 96813  
(808) 587-0308  
[renee.y.kamisugi@hawaii.gov](mailto:renee.y.kamisugi@hawaii.gov)

## Exhibit 2

### PAYMENT

UHCDC will invoice DLNR for deliverables according to the payment schedule indicated. DLNR to remit payment by check, funds transfer, or other mechanisms arranged and agreed upon by both parties. University of Hawaii School of Architecture, 2410 Campus Road, Room 201, Honolulu, Hawaii 96822. Each payment must reference the invoice number and project title for purposes of identification. Payments can be made by check to "University of Hawai'i". With UHCDC account # MA 3400259 in the memo line. Payments can also be transferred directly into that account.

Invoice shall be submitted to the following address(es):

Mail: XXX

Email: XXX

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## Exhibit 2

### APPROVALS

University of Hawai'i at Manoa

By:

Date:

Printed name: David Lassner  
Title: Interim Chancellor

University of Hawai'i School of Architecture

By:

Date:

Printed name: Daniel Friedman, FAIA PhD  
Title: Dean and Professor

University of Hawai'i Community Design Center

By:

Date:

Printed name: Cathi Ho Schar, AIA LEED-AP  
Title: Director

University of Hawai'i Community Design Center

By:

Date:

Printed name: Judith Stilgenbauer, ASLA  
Title: Principal Investigator

State of Hawai'i Department of Land and Natural  
Resources, Division of State Parks

By:

Date:

Printed name:  
Title: