

MEMORANDUM OF AGREEMENT FOR ROADWAY
IMPROVEMENTS AND/OR MATERIALS FOR

THIS MEMORANDUM OF AGREEMENT is made this ____ day of _____,
20____, by and between _____,
whose mailing address is _____
(hereinafter “Community”), and the COUNTY OF HAWAI‘I, a municipal corporation of the
State of Hawai‘i, whose principal place of business and mailing address is 25 Aupuni Street,
Hilo, Hawai‘i 96720 (hereinafter “County”).

WITNESSETH:

WHEREAS, Resolution 320-10 authorizes the Department of Public Works to enter into
agreements to provide materials from County-owned quarries to communities that are agreeable,
willing and able to spread these materials to maintain recognized government-owned roadways
that the County is at this time unable to maintain; and

WHEREAS, by this partnership, the County is able to improve the conditions of these
roadways by providing the materials to the communities, who will then be able to use the
materials provided to improve and upkeep the maintenance of these roadways.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Department of Public Works will work with the Community in providing
materials, which will consist of base course to help improve and maintain existing
governmental roadways.
2. The Department of Public Works will estimate and provide these materials as
determined by what the Department of Public Works can provide based on its

available funding to include supplies and manpower to produce and transport these materials.

3. The Department of Public Works shall have the final authority over the amounts and schedule of delivered materials, including the location of such deliveries.
4. The Community shall work with the Department of Public Works in identifying the areas to be improved, to include prioritizing the areas to be improved.
5. The Community shall provide adequate areas for staging of materials and demonstrate to the Department of Public Works' satisfaction the Community's ability to maintain the roads and spread the materials in an acceptable manner.
6. The Community shall, in the spreading and maintenance of the materials, maintain the original alignment and contours of the roadway.
7. Any grading or grubbing work must be permitted in accordance with the current applicable standards as set forth in Chapter 10 of the Hawai'i County Code.
8. The Community shall not obstruct or alter natural water courses with the placement of materials.
9. The Community, in accepting these materials from the County, hereby waives any and all claims that the Community may have against the County, and shall be responsible for all damages to persons or property, including all damages accrued from the work of other contractors, arising from or relating to the use of these materials. The Community shall indemnify and save the County and all of its elected and appointed officials, volunteers, agents, and employees harmless against any liability, claims, demands, or causes of action of any nature whatsoever for damages of any kind, and agrees, at the Community's expense, to

defend any legal or other action brought against the County, its elected and appointed officials, agents, and employees founded upon any such liability, claim, demand, or cause of action, and pay any attorney's fees incurred by the County, its elected officials, volunteers, agents, and employees in connection with the providing of materials by the County to the Community under this agreement.

10. This agreement shall be binding upon the respective parties and their respective heirs, assigns or successors in interest.

11. This agreement may be terminated at anytime upon thirty days' written notice to the other party.

DATED: _____

By _____

Community

COUNTY OF HAWAI'I

By _____

Director of Public Works

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel