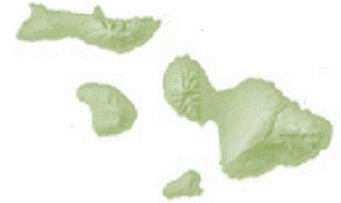


RICHARD T. BISSEN, JR.
Mayor

VICTORIA J. TAKAYESU
Corporation Counsel

MIMI DESJARDINS
First Deputy

LYDIA A. TODA
Risk Management Officer



DEPARTMENT OF THE CORPORATION COUNSEL
COUNTY OF MAUI
200 SOUTH HIGH STREET, 3RD FLOOR
WAILUKU, MAUI, HAWAII 96793
EMAIL: CORPCOUN@MAUICOUNTY.GOV
TELEPHONE: (808)270-7740

August 26, 2025

Shane Sinenci, Chair
and Members of the Water Authority,
Social Services, and Parks Committee
County of Maui
200 South High Street
Wailuku, Hawai'i 96793

Re: EcoNorthwest's recommendations to address homelessness in
Maui County Report (WASSP-1(5))

Dear Chair Sinenci:

This is in response to your request of May 16, 2025, for a legal opinion regarding the RFP process for Request for Proposals 22-23/P-67, Request for Proposals for A Homeless Strategic Plan by, at the time, the Department of Housing and Human Concerns. As you are aware, the bid was awarded to Economic Consultants Oregon Ltd., doing business as ECONorthwest.

1. First, in regards to the documentation that explains changes to the timeline or scope of work after the RFP was awarded.

Please see attached amended proposal from EcoNorthwest dated December 6, 2023, and C7848 Amendment No. 1 executed on March 25, 2024.

2. If the scope of the work was amended after the RFP was awarded, please explain why a new RFP wasn't required. What amendments would require a new RFP to be issued?

Pursuant to Hawaii Administrative Rules § 3-125-2(b)(1)(A) and (B), changes in the work within the scope of the contract and time of performance is allowed without having to go out for a new bid. The

Shane Sinenci, Chair

and Members of the Water Authority, Social Services, and Parks Committee
County of Maui

August 26, 2025

Page | 2

scope of contract will vary with each contract, so it is determined on a case by case basis. HAR §3-125-3(a) and (b)(1) also allows modification to a contract.

Amendments that would exceed the scope of the existing RFP requires a new RFP, but as with the prior response, it varies on a case-by-case basis and depends on how broadly the RFP was written.

Should you have any further questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yukari Murakami', with a stylized flourish at the end.

YUKARI MURAKAMI
Deputy Corporation Counsel

Date: December 6, 2023
To: Christopher Kish, Maui County
From: Madeline Baron, Cadence Petros, ECONorthwest
Subject: Maui County Homeless Plan – Contract Scope Amendment Memo

**This memo expands on a prior memo sent to the County on November 3, 2023, entitled "Maui Homeless Strategic Plan - Scope Changes." This version includes additional context about the Maui County Homeless Strategy rescoping effort in the post-wildfire recovery.*

The County of Maui has contracted with ECONorthwest, Koné Consulting, and Munekiyo Hiraga to prepare a Homeless Strategic Plan. This memorandum summarizes suggested changes to the initial scope of work, given the devastating fires that took place on Maui in August. It compares the initial scope from our proposal [and workplan](#), side by side with the requested changes. We highlight where we would like to shift budget but *are not requesting additional budget to complete our work*.

The proposed technical and contextual changes to our scope outlined in this memorandum do not change the overarching objective to the work outlined in the Request for Proposals (RFP). Our objective remains to "provide a roadmap for Maui County to decrease the number of homeless individuals and households by ending their homelessness while utilizing a housing-focused approach." In addition, our work will achieve the scope requirements outlined in the RFP; it will:

- i. Collaborate with public and private stakeholders, including County departments, homeless services providers; social service agencies, housing providers; advocates, community groups; as well as cultural groups and those with lived experience.
- ii. Develop a public outreach program to solicit input from the community.
- iii. Utilize data-driven research and studies to prioritize which measures, strategies, and actions would be the most effective for Maui County to pursue.
- iv. Present a range of sheltering and permanent housing option types with proven, evidence-based solutions that will end people's homelessness and minimize re-entry into homelessness.
- v. Provide a fiscal roadmap to ensure funding sustainability for proposed solutions.

Suggested Scope Changes

Shifting Scope and Budget Between Tasks

Contract Task & Budget	Revised Task & Budget
1) Kickoff & Ongoing Project Management 1.1) Kickoff Meeting 1.2) Ongoing Project Management Budget: \$40,000	1) Kickoff & Ongoing Project Management 1.1) N/A – completed 1.2) N/A – ongoing Budget: \$47,000
2.1) Engagement Plan 2.2) Engagement <ul style="list-style-type: none"> Recruitment Up to 6 focus groups Up to 10 interviews Attend 3 meetings of the Commission on Healing Solutions Homelessness / Maui Homeless Alliance Stakeholder list 2.3) Summary Report Budget: \$61,000	2.1) Revise to reflect new changes 2.2) Engagement <ul style="list-style-type: none"> Recruitment Up to 8 focus groups Up to 15 interviews (1 completed) Attend 6 meetings of the Commission on Healing Solutions Homelessness / Maui Homeless Alliance (1 completed) Stakeholder list 2.3) N/A – moved to task 4 Budget: \$80,000
3) Literature Review on root causes of homelessness and research on homelessness in island and warm weather communities. Budget: \$10,000	3) Expand the work to include literature on homelessness after natural disasters, and wildfires. Budget: \$10,000 (no change)
4) Program Assessment <ul style="list-style-type: none"> Quantitative analysis: review HMIS data to assess program effectiveness over several years and evaluate how systems could improve. Qualitative analysis: review focus group and interview findings to assess program and service gaps and inefficiencies and evaluate how systems could improve. Budget: \$28,000	4) Program Assessment <ul style="list-style-type: none"> Qualitative analysis: review focus group and interview findings to assess program and service gaps and inefficiencies and evaluate how systems could improve. Produce a summary report outlining the findings from Tasks 2, 3, and 4. Budget: \$15,000
5) Financial Sources & Uses Analysis <ul style="list-style-type: none"> Review sources and uses of funding flowing through Maui County to prevent and serve people experiencing homelessness. Budget: \$13,000	5) N/A Budget: \$0
6) Strategies & Actions 6.1) Develop an initial list of strategies & actions to ameliorate homelessness in Maui based on information from all prior tasks	Strategies & Actions 6.1) Develop an initial list of strategies & actions to ameliorate homelessness in Maui based on information from all prior tasks

6.2) On-site presentation and community engagement Budget: \$48,000	6.2) On-site presentation and community engagement Budget: \$48,000 (no change)
7) Strategic Plan <ul style="list-style-type: none"> Write draft and final strategic plan incorporating information from all prior tasks. Budget: \$40,000	7) Strategic Plan <ul style="list-style-type: none"> Write draft and final strategic plan incorporating information from all prior tasks. Budget: \$40,000 (no change)
TOTAL BUDGET: \$240,000	TOTAL BUDGET: \$240,000 (no change)

Description of Changes:

Task 1) We will need to extend our schedule to make up for the time the project was on hold, which necessitates additional ongoing project management budget.

Task 2) Most of our suggested scope changes come from increasing our community engagement work. We feel this is needed since there is a new, sizable population of Maui residents who are precariously housed at present, and many of whom may be at risk of homelessness when temporary housing options end. Maui County had an expensive, undersupplied housing market prior to the fires, and estimates suggest that about 2,000 homes were destroyed, displacing as many as 7,000 people. Rebuilding will take time, money, and significant effort, and until the housing market recovers, many residents will be facing steep competition for scarce housing and even higher prices (crisis pricing / price gouging). We would like to engage with these residents and that necessitates expanding our community engagement work and budget.

Task 3) We will expand our literature review to include research on homelessness after natural disasters, particularly wildfires.

Task 4) Given the high-quality nature of the County's HMIS data, we had previously discussed omitting the quantitative analysis in this task as it won't likely shed new information for the work. This reduces the budget needed to complete the program assessment. In our proposal the results from this task were incorporated into Task 5. We now suggest producing a succinct memorandum summarizing the results from Tasks 2, 3, and 4,

Task 5) We suggest omitting this task and redirecting these funds to community engagement. This task was not requested or required in the original RFP. Although our proposal suggested including it, it is a somewhat tangential exercise to the rest of the work. Much of this work can be done internally by County staff (and, in our prior experience doing this work, it requires substantial involvement of County staff regardless). In addition, this information would not likely be as helpful to identify service and program gaps as would be deeper community engagement where these resources will be primarily reallocated.

Task 6) No changes to scope or budget.

Task 7) No changes to scope or budget.

Adjustment to the Context, Tone, and Framing of the Deliverable

In addition to the specific changes to the tasks outlined above, we propose (and reconfirm) adjustments to the overall tone and framing of the final deliverable, particularly as it relates to the original RFP and our original proposal.

Third Party Recommendations Report

The RFP included several references to "building consensus and buy-in" and "developing a shared vision" among "the Maui County public community, homeless service providers, various County Departments, and other key stakeholders." However, upon beginning the project in early conversations with the County, it was mutually agreed that ECONorthwest and its teaming partners would pivot to developing a community-informed third party recommendations report. This report will include an evaluation of existing conditions and propose data-informed solutions based on best practices and community and stakeholder contributions. This differs somewhat from a consensus based strategic plan in that it doesn't require all stakeholders to agree on the plan elements, and instead offers recommendations to the County Board based on the project team's expertise, as informed by community members, stakeholders, and County staff.

Influence of the Global Pandemic

The RFP also requested that the deliverable "address the rapidly changing needs of the homeless community, as well as the financial and economic impacts of the global pandemic." Given that the global pandemic has largely waned and that the wildfire recovery poses a larger disruption to Maui residents and Maui's economy, we propose shifting this framework to one focused on the wildfire recovery and rebuilding efforts, rather than pandemic recovery efforts.

Deliverable Timeframe Adjustment

The RFP also suggests that the deliverable "Develop measurable goals and strategies with clear timelines... addressing the six-year period from 2023-2029..." Due to contracting delays and those caused by the wildfires, we suggest the time period shifts to 2025-2030. Below we discuss our new proposed schedule.

Suggested Changes to Budget

The consulting team can complete the work outlined above within our existing budget of \$240,000 and is not requesting additional funds.

Suggested Changes to Schedule

The consulting team requests a schedule extension to complete the work. This is necessary given the time the project was put on hold and the additional community engagement work due to the newly precarious housing situations of many Maui residents. In addition, we anticipate several weeks of additional delays to finalize the contract amendment with these scope changes. The consulting team anticipates it can complete the work outlined above within nine months of signing a new contract.

Date: November 3, 2023
 To: Christopher Kish, Maui County
 From: Madeline Baron, Cadence Petros, ECONorthwest
 Subject: Maui County Homeless Strategic Plan – Post-Wildfire Changes to Scope of Work - **DRAFT**

The County of Maui has contracted with ECONorthwest, Koné Consulting, and Munekiyo Hiraga to prepare a Homeless Strategic Plan. This memorandum summarizes suggested changes to the initial scope of work, given the devastating fires that took place on Maui in August. It compares the initial scope from our proposal [and workplan](#), side by side with the requested changes. We highlight where we would like to shift budget but *are not requesting additional budget to complete our work*.

Suggested Scope Changes

Contract Task & Budget	Revised Task & Budget
1) Kickoff & Ongoing Project Management 1.1) Kickoff Meeting 1.2) Ongoing Project Management Budget: \$40,000	1) Kickoff & Ongoing Project Management 1.1) N/A – completed 1.2) N/A – ongoing Budget: \$47,000
2.1) Engagement Plan 2.2) Engagement <ul style="list-style-type: none"> • Recruitment • Up to 6 focus groups • Up to 10 interviews • Attend 3 meetings of the Commission on Healing Solutions Homelessness / Maui Homeless Alliance • Stakeholder list 2.3) Summary Report Budget: \$61,000	2.1) Revise to reflect new changes 2.2) Engagement <ul style="list-style-type: none"> • Recruitment • Up to 8 focus groups • Up to 15 interviews (1 completed) • Attend 6 meetings of the Commission on Healing Solutions Homelessness / Maui Homeless Alliance (1 completed) • Stakeholder list 2.3) N/A – moved to task 4 Budget: \$80,000
3) Literature Review on root causes of homelessness and research on homelessness in island and warm weather communities. Budget: \$10,000	3) Expand the work to include literature on homelessness after natural disasters, and wildfires. Budget: \$10,000 (no change)
4) Program Assessment <ul style="list-style-type: none"> • Quantitative analysis: review HMIS data to assess program effectiveness over several years and evaluate how systems could improve. 	Program Assessment <ul style="list-style-type: none"> • Qualitative analysis: review focus group and interview findings to assess program and service gaps and inefficiencies and evaluate how systems could improve.

<ul style="list-style-type: none"> Qualitative analysis: review focus group and interview findings to assess program and service gaps and inefficiencies and evaluate how systems could improve. <p>Budget: \$28,000</p>	<ul style="list-style-type: none"> Produce a summary report outlining the findings from Tasks 2, 3, and 4. <p>Budget: \$15,000</p>
<p>5) Financial Sources & Uses Analysis</p> <ul style="list-style-type: none"> Review sources and uses of funding flowing through Maui County to prevent and serve people experiencing homelessness. <p>Budget: \$13,000</p>	<p>5) N/A</p> <p>Budget: \$0</p>
<p>6) Strategies & Actions</p> <p>6.1) Develop an initial list of strategies & actions to ameliorate homelessness in Maui County based on information from all prior tasks</p> <p>6.2) On-site presentation and community engagement</p> <p>Budget: \$48,000</p>	<p>Strategies & Actions</p> <p>6.1) Develop an initial list of strategies & actions to ameliorate homelessness in Maui County based on information from all prior tasks</p> <p>6.2) On-site presentation and community engagement</p> <p>Budget: \$48,000 (no change)</p>
<p>7) Strategic Plan</p> <ul style="list-style-type: none"> Write draft and final strategic plan incorporating information from all prior tasks. <p>Budget: \$40,000</p>	<p>7) Strategic Plan</p> <ul style="list-style-type: none"> Write draft and final strategic plan incorporating information from all prior tasks. <p>Budget: \$40,000 (no change)</p>
<p>TOTAL BUDGET: \$240,000</p>	<p>TOTAL BUDGET: \$240,000 (no change)</p>

Description of Changes:

Task 1) We will need to extend our schedule to make up for the time the project was on hold, which necessitates additional ongoing project management budget.

Task 2) Most of our suggested scope changes come from increasing our community engagement work. We feel this is needed since there is a new, sizable population of Maui residents who are precariously housed at present, and many of whom may be at risk of homelessness when temporary housing options end. Maui County had an expensive, undersupplied housing market prior to the fires, and estimates suggest that about 2,000 homes were destroyed, displacing as many as 7,000 people. Rebuilding will take time, money, and significant effort, and until the housing market recovers, many residents will be facing steep competition for scarce housing and even higher prices (crisis pricing / price gouging). We would like to engage with these residents and that necessitates expanding our community engagement work and budget.

Task 3) We will expand our literature review to include research on homelessness after natural disasters, particularly wildfires.

Task 4) Given the high-quality nature of the County's HMIS data, we had previously discussed omitting the quantitative analysis in this task as it won't likely shed new information for the Strategic Planning work. This reduces the budget needed to complete the program assessment. In our proposal the results from this task were incorporated into Task 5. We now suggest producing a succinct memorandum summarizing the results from Tasks 2, 3, and 4.

Task 5) We suggest omitting this task and redirecting these funds to community engagement. Conducting an analysis of the financial sources and uses flowing through the county to address homelessness is a somewhat tangential exercise to the rest of the Strategic Planning work. Much of this work can be done internally by County staff (and, in our prior experience doing this work, it requires substantial involvement of County staff regardless). In addition, this information would not likely be as helpful to identify service and program gaps as would be deeper community engagement.

Task 6) No changes to scope or budget.

Task 7) No changes to scope or budget.

Suggested Changes to Budget

The consulting team can complete the work outlined above within our existing budget of \$240,000 and is not requesting additional funds.

Suggested Changes to Schedule

The consulting team requests a schedule extension to complete the work. This is necessary given the time the project was put on hold and the additional community engagement work due to the newly precarious housing situations of many Maui residents. The consulting team can complete the work outlined above by September 2024.

AMENDMENT TO CONTRACT CERTIFICATION

I, **STEVE A. TESORO**, Acting Director of Finance of the County of Maui, State of Hawaii, do certify that there is available appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

Appropriation Index	Title	Amount Required
101058B ✓ ↓	AHF HOMELESSNESS STRATEGIC PLN (6132) ✓	\$0.00 ✓

Contract No. C 7848 / ECONOMIC CONSULTANTS OREGON, LTD dba ECONORTHWEST /

Amendment No. 1 / Dated:

Dated this 21 day of MARCH 2024

Extension of Contract to: 450 Calendar days from NTP ✓

Original Amount	\$ 240,000.00
Prior Amends/CO	\$ 0.00
This Amendment	\$0.00
Total contract	\$ 240,000.00 ✓



STEVE A. TESORO
Acting Director of Finance

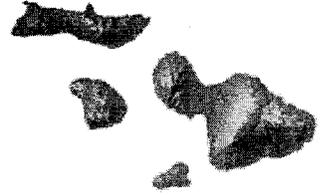
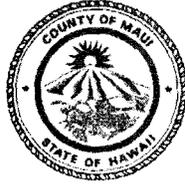
Time extension only ✓
 A Homeless Strategic Plan for DHHC
 RFP #22-23/P-67

FY 2024
 ri

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03/21/2024
J 247

RICHARD T. BISSEN, JR.
Mayor

STEVE A. TESORO
Acting Director



DEPARTMENT OF FINANCE
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov

March 25, 2024

Economic Consultants Oregon, Ltd. dba Econorthwest
222 SW Columbia Street, Suite 1600
Portland, OR 97201

RE: CONTRACT FOR A HOMELESS STRATEGIC PLAN
RFP NO.: 22-23/P-67
CONTRACT NO. C7848 – AMENDMENT NO. 1

Dear Economic Consultants Oregon, Ltd. dba Econorthwest:

Transmitted is a copy of the fully executed contract amendment for your file.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve A. Tesoro".

STEVE A. TESORO
Acting Director of Finance

SAT:csis
Enclosure

xc: Department of Housing and Human Concerns – Homeless Division

**AMENDMENT NO. 1 TO
CONTRACT NO. C7848**

Department: Housing and Human Concerns – Homeless Division

Project Title: A Homeless Strategic Plan

RFP No.: 22-23/P-67

Additional Certification Requested from County: \$0.00

This AMENDMENT NO. 1 TO CONTRACT is made and entered into by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the “County”, and ECONOMIC CONSULTANTS OREGON, LTD., an Oregon corporation, doing business as ECONORTHWEST, whose mailing address is 222 SW Columbia Street, Suite 1600, Portland, Oregon 97201, hereinafter referred to as the “Contractor”. County and Contractor shall hereinafter be referred to collectively as the “Parties”.

Source of Funds. The source(s) and availability of the funds for this Contract shall be as set forth in the Contract Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Contract. Contract Certification shall be on file in the office of the Director of Finance of the County of Maui.

RECITALS:

WHEREAS, the County and the Contractor entered into the following Contract and Amendment(s), if any, with certified availability of funds in the amount and time of performance as indicated:

Contract/ Amend	Date	Additional Certified Amount	Total Certified Amount	Time of Performance	Renewal Option(s)
C7848	05/30/2023	Not applicable	\$240,000.00	180 calendar days from Notice to Proceed (06/02/2023)	None

WHEREAS, the Contract and any Amendment(s) thereto listed above shall be hereinafter collectively referred to as the “Contract”;

WHEREAS, the Contract is on file with the Director of Finance;

WHEREAS, the Parties now desire to amend the Contract; and

NOW, THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. The scope of work as set forth in the Contractor’s Proposal dated December 6, 2023, and any attachments thereto, (the “Amended Proposal”) is hereby added to the Scope of Work. A copy of said document is maintained and on file in the office of the Director of Finance of the County of Maui and incorporated herein by reference and hereby made a part of the Contract.

**AMENDMENT NO. 1 TO
CONTRACT NO. C7848**

Any general, miscellaneous, or other terms, conditions, or provisions that are found in any of the Contractor's proposals for this Contract or in any sub-contractor's proposals attached thereto shall be unenforceable as against the County, unless the subject of such terms, conditions, or provisions is addressed in the County's General Conditions, and such terms, conditions, or provisions are consistent with the County's General Conditions.

2. Section 2, Time of Performance, is amended to read as follows:

2. Time of Performance. The Contractor shall commence performance under this Contract upon issuance of the Notice to Proceed, and shall continue performance for a period of 450 calendar days therefrom, unless sooner completed, terminated, or extended in compliance with the terms of this Contract. Where the contract work is structured into phases or discrete work items, if the commencement of a phase or work item is triggered not by the completion of the prior phase or work item, but by some other event not under the control of the Contractor, the time between the completion of one phase or work item and the commencement of the next shall not count towards the time of performance within which the Contractor agreed to complete its performance under the Contract. The Contractor agrees to cooperate and coordinate with the County to accurately compute and document the time of performance.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

The entire Contract, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment to Contract by their signatures on the dates below, to be effective as of the date of the last signature hereto.

[EXECUTION PAGES TO FOLLOW]

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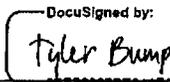
**AMENDMENT NO. 1 TO
CONTRACT NO. C7848**

CONTRACTOR EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Contract on behalf of the Contractor.

CONTRACTOR:

ECONOMIC CONSULTANTS OREGON, LTD.,
dba ECONORTHWEST

By  _____
(Signature)

Tyler Bump

(Print Name)

Its Partner

(Title)

Date 3/3/2024

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AMENDMENT NO. 1 TO
CONTRACT NO. C7848

COUNTY EXECUTION PAGE

COUNTY OF MAUI:

By 
~~XXXXXXXXXXXX~~ STEVE A. TESORO
Its Director of Finance
Acting

Date MAR 25 2024

APPROVAL RECOMMENDED:



LORI TSUHAKO
Director of Department of Housing
and Human Concerns

APPROVED AS TO FORM
AND LEGALITY:



For KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
LF2023-0012
Amd #1 C7848

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WASSP Committee

From: Yukari Murakami <Yukari.Murakami@co.maui.hi.us>
Sent: Tuesday, August 26, 2025 4:55 PM
To: WASSP Committee; Clarissa L. MacDonald
Cc: June A. Pacubas
Subject: Transmittal: WASSP-1(5)(2025-0170)
Attachments: 2028-08-25 YM Ltr to Sinenci re Qs re EcoNorthwest-1(5) FINAL.pdf; 2023-12-06 Ltr fr EcoNorthwest to DHC.pdf; 2025-03-25 C7848 Amd#1.pdf

Please see attached.

Thank you.

Yukari Murakami
Deputy Corporation Counsel
County of Maui
Tel. No. (808) 270-7740
Yukari.murakami@co.maui.hi.us

Please do not forward this email.

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