

ORDINANCE NO. _____

BILL NO. 88 (2025)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII FOR USE OF HALE ‘O LĀ‘IE FOR TEMPORARY HOUSING FOR SURVIVORS OF THE 2023 MAUI WILDFIRE DISASTER THROUGH THE HAWAII INTERIM HOUSING PROGRAM

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. The County of Maui and the State of Hawaii through the Hawaii Housing Finance and Development Corporation, the Department of Human Services, and the Hawaii Office of Recovery and Resiliency, seek to enter into an agreement to allow the continued use of Hale ‘O Lā‘ie, located at 175 East Lipoa Street, Kihei, Hawaii, identified for Real Property Tax purposes as Tax Map Key (2) 3-9-002:084, as temporary housing for survivors of the 2023 Maui Wildfire Disaster through the Hawaii Interim Housing Program, as described in the Memorandum of Agreement Hale ‘O Lā‘ie attached as Exhibit “1.”

Section 2.20.020, Maui County Code, provides, “Unless authorized by ordinance, the mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.”

SECTION 2. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor to execute the Memorandum of Agreement Hale ‘O Lā‘ie and any amendments consistent with the purpose and scope

of the Memorandum of Agreement Hale ‘O Lā‘ie that do not increase the County’s financial obligation or the agreement’s duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND
LEGALITY:

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KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
LF 2023-1195

EXHIBIT "1"

MEMORANDUM OF AGREEMENT
HALE 'O LĀ'IE

THIS MEMORANDUM OF AGREEMENT, dated as of _____, 2025 (“**Agreement**”), is made by and between the HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii (“**HHFDC**”) doing business at 677 Queen Street, Suite 300, Honolulu, Hawaii 96813; the DEPARTMENT OF HUMAN SERVICES, a government agency of the State of Hawai‘i (“**DHS**”) doing business at 1390 Miller Street, Honolulu, Hawaii 96813; the HAWAII OFFICE OF RECOVERY AND RESILIENCY, an office of the Governor of the State of Hawaii (“**HI-ORR**”); and the COUNTY OF MAUI, a political subdivision of the State of Hawaii (“**County**”) doing business at 200 South High Street, Wailuku, Hawaii 96793. HHFDC, DHS, HI-ORR, and the County are referred to individually as a “**Party**” and referred to collectively as the “**Parties.**”

RECITALS:

- A. HHFDC owns in fee simple the Hale ‘O Lā’ie property, located at 175 E. Lipoa Street in Kihei on the island of Maui and identified by Tax Map Key No. (2) 3-9-002:084 (the “**Property**”). HHFDC has been operating the Property as temporary housing for survivors of the 2023 Maui Wildfire Disaster (“**Disaster**”) through the Hawaii Interim Housing Program (“**HIHP**”).
- B. HHFDC and the County entered into a Ground Lease (“**Lease**”) on March 28, 2024, commencing on May 30, 2025, for a term of SEVENTY-FIVE (75) years.
- C. HIHP requires further use of the Property for temporary housing for survivors of the Disaster.

NOW, THEREFORE, the Parties hereby agree as follows, unless otherwise mutually agreed to by the Parties:

- 1. **Purpose.** This Memorandum of Agreement (“**MOA**”) sets forth the terms and conditions under which the Parties agree to the continuation and management of the HIHP at the Property following the commencement date of the Lease, as amended.
- 2. **Use of Property for HIHP.** The State will continue to utilize the Property for the HIHP through August 31, 2026.
 - a. HHFDC will continue to operate the Property to provide temporary housing and workspaces to entities engaged in activities that support the community, including but not limited to persons and organizations involved in the response to and recovery from the Disaster (“**Interim Users**”), ending on August 31, 2025.

- b. During the period beginning on September 1, 2025, and ending on August 31, 2026, DHS will operate the Property to provide temporary housing and workspaces to Interim Users.
 - i. DHS will enter into an agreement with a qualified firm to provide day-to-day property management and maintenance services, not including capital improvements, for the Property.
 - ii. In conjunction with HIHP, DHS will transition all Interim Users out of the Property and into alternative temporary or long-term housing no later than August 31, 2026.
 - iii. HHFDC will transfer any remaining appropriated funds for Hale ‘O Lā‘ie to DHS no later than December 1, 2025.
 - c. For the duration of this agreement, HI-ORR will assist with coordination among State and County entities and other relevant parties to provide interim long-term housing for wildfire survivors. In addition, HI-ORR will lead outreach and communication efforts related to interim long-term housing to Federal, State, County, and other relevant entities as required for the purposes of this agreement.
3. **Effective Date and Duration.** This agreement shall become effective on July 1, 2025, and remain in effect until August 31, 2026.
4. **Amendments.** Any amendments to this MOA shall be in writing and signed by the Parties.
5. **Binding Effect.** This MOA shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and permitted assigns.
6. **Termination.** This MOA may be terminated only upon mutual written agreement of the parties.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW.]

IN WITNESS THEREOF, the undersigned have executed these presents as of the day and year first written above.

APPROVED AS TO FORM:

**HAWAII HOUSING FINANCE AND
DEVELOPMENT CORPORATION**, a
public body and a body corporate and politic
of the State of Hawaii

By _____
Deputy Attorney General
State of Hawaii

By _____
Dean Minakami
Executive Director

“HHFDC”

DEPARTMENT OF HUMAN SERVICES,
a government agency of the State of Hawaii

APPROVED AS TO FORM:

By _____
Deputy Attorney General
State of Hawaii

By _____
Ryan Yamane
Executive Director

“DHS”

APPROVED AS TO FORM:

**HAWAII OFFICE OF RECOVERY AND
RESILIENCY**, an office of the Governor of
the State of Hawaii

By _____
Deputy Attorney General
State of Hawaii

By _____
Luke Meyers
Branch Chief

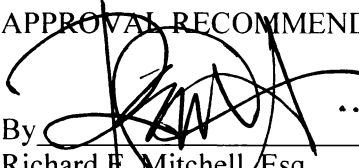
“HI-ORR”

COUNTY OF MAUI, a political subdivision
of the State of Hawaii

By _____
Richard T. Bissen, Jr.
Mayor

“County”

APPROVAL RECOMMENDED:

 .. 7.1.25
By _____
Richard E. Mitchell, Esq.
Director, Department of Housing
County of Maui

APPROVED AS TO FORM AND LEGALITY:

By _____
Kristina C. Toshikiyo
Deputy Corporation Counsel
County of Maui

INTRODUCED BY:

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Upon the request of the Mayor.

INTRODUCED BY:

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Upon the request of the Mayor.