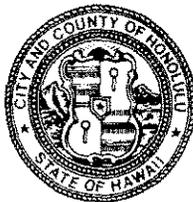


NEIGHBORHOOD COMMISSION OFFICE  
**CITY AND COUNTY OF HONOLULU**

530 SOUTH KING STREET, ROOM 400 \* HONOLULU, HAWAII 96813  
PHONE: (808) 527-5749 \* FAX: (808) 527-5760 \* INTERNET: [www.honolulu.gov](http://www.honolulu.gov)

MUFI HANNEMANN  
MAYOR



JOAN MANKE  
EXECUTIVE SECRETARY

November 17, 2008

The Honorable Todd Apo, Chair  
and Members of the City Council  
City Council of Honolulu  
Honolulu, Hawaii 96813

RECEIVED  
NOV 19 2 46 PM '08  
CITY CLERK  
HONOLULU, HAWAII

Dear Chair Apo and Councilmembers:

RE: Resolution – Authorizing the City and County of Honolulu to  
Enter Into an Intergovernmental Agreement with the Hawaii Housing  
Finance and Development Corporation for the Use of Certain Lands  
In Kapolei

Attached for your consideration is a resolution authorizing the City to enter into  
an Intergovernmental Agreement with the State of Hawaii.

Thank you for your consideration.

Sincerely,

Handwritten signature of Joan A. Manke in cursive script.

JOAN A. MANKE  
Event Director  
City Lights Program

Attachment

APPROVED AS TO FORM & LEGALITY:

FORWARD:

Handwritten signature of Carrie Okinaga in cursive script.

CARRIE OKINAGA  
Corporation Counsel



## RESOLUTION

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AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION FOR THE USE OF CERTAIN LANDS IN KAPOLEI.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, requires that any intergovernmental agreement or any amendments thereto which places an obligation upon the City or any department or agency thereof shall require prior City Council's consent and approval; and

WHEREAS, the City is interested in using certain lands in Kapolei for the West Oahu Electric Light Parade on December 13, 2008; and

WHEREAS, the Hawaii Housing Finance and Development Corporation is willing to allow the City to use such lands subject to the execution of a Right-of-Entry and Release of Liability; now, therefore,

BE IT RESOLVED, by the Council of the City and County of Honolulu, State of Hawaii, that the Mayor of the City and County of Honolulu or his duly authorized representative is hereby authorized to enter into an agreement, as attached hereto in substantially final form as Exhibit A, with the Hawaii Housing Finance and Development Corporation and may execute other such documents in connection thereto as may be reasonably required in the future; and

BE IT FINALLY RESOLVED that the Clerk be and hereby is directed to forward copies of this Resolution to the Mayor, the Managing Director and the director of the



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## RESOLUTION

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Hawaii Housing Finance and Development Corporation, State of Hawaii, 677 Queen Street, Suite 300, Honolulu, Hawaii 96813, and other appropriate agencies.

INTRODUCED BY:

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DATE OF INTRODUCTION:

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\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

RIGHT-OF-ENTRY  
AND  
RELEASE OF LIABILITY

Project: **West Oahu Electric Light Parade**

THIS RIGHT-OF-ENTRY entered into on December 13, 2008, is hereby granted by the HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION (HHFDC), a public body and body corporate and politic of the State of Hawaii, (hereinafter referred to as "Owner") to the City and County of Honolulu, a municipal corporate entity, its employees, officers, agents, representatives, contractors, invitees, consultants and other persons (hereinafter collectively referred to as Permittee") onto and over the premises identified as the Villages of Kapolei Northwest Corner Parcel, situated at Ewa, Oahu, Hawaii, TMK: 9-1-016:035, as shown on the attached Exhibit "A" (the "Property") for the sole purpose of producing a West Oahu Electric Light Parade Event.

Based on the foregoing, Permittee agrees as follows:

1. Permittee shall observe and fully comply with all laws, statutes, ordinances, rules and regulations of the Federal, State, or County governments affecting the Property.
2. Permittee being a municipal entity shall not be required to pay rent to Owner for the use of the Property during the term of this Right-of-Entry.
3. At all times during the term of this Right-of-Entry Permittee shall remove any debris or trash from the Property and repair any damage to the Property caused by Permittee's use of the Property. Upon the expiration of this Right-of-Entry, Permittee shall vacate the Property and restore the area to the same condition at the time of entry. Permittee guarantees under its self-insurance policy that Permittee will pay for damages to the Property, including, but not limited to, damage to irrigation pipes and sprinkler heads caused by Permittee's use of the Property.
4. Permittee shall at all times exercise due care for public and private safety. Permittee shall assume sole and complete liability for and shall indemnify, hold harmless and defend that State of Hawaii, Owner, its employees, officers, agents, and representatives against any loss, cost, claim, damage, or injury arising out of activity conducted by Permittee on the property, including, but not limited to, property damage, personal injury and death.
5. In the event Permittee's activities shall in any way be outside the scope of uses contemplated under this Right-of-Entry, Permittee shall promptly remove all of Permittee's property and personnel from the Property.
6. This Right-of-Entry shall not be assigned, sold, or transferred by Permittee to any other party.
7. The status of Permittee is that of independent contractor, and Permittee shall not be considered to be an employee or agent of the Owner.

8. Owner has the right to terminate this Right-of-Entry at any time at its sole discretion upon two (2) weeks notice to Permittee.
9. Permittee shall carry and maintain, at it's own expense, insurance at the minimum amounts as follows:

Commercial General Liability Insurance, including but not limited to, Automobile Liability Insurance or Comprehensive General Liability Insurance, including contingent liability and contractual liability insurance, for bodily injury and property damage liability covering all of the operations of the contractor in forms satisfactory to owner and with limits which shall not be less than the following:

- (1) \$1,000,000 Bodily or personal injury per occurrence; and
- (2) \$1,000,000 Property damage per occurrence; or
- (3) \$2,000,000 Combined single limits per occurrence.

The Permittee shall provide a letter addressed to Owner stating its self-insurance covering the uses allowed pursuant to this Right-of-Entry. Such letter shall name the State of Hawaii and Owner, its officers and individual HHFDC Board of Directors as additional insureds but only with respect to liability arising out of operations performed by Permittee pursuant to this Right-of-Entry.

10. Permittee shall use its best efforts to minimize and mitigate the occurrence of traffic, dust and noise originating from the Property.
11. Owner is not obligated to provide water, electricity or sewer connections to Permittee for the purposes of this Right-of-Entry.
12. Owner shall not be liable for any damage due to the presence of hazardous materials on, under or within the Property.
13. The term of this Right-of-Entry shall be for December 13, 2008.

ACCEPTED AND AGREED:

Approved as to Form:

HAWAII HOUSING FINANCE AND  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Its Deputy Attorney General  
State of Hawaii

\_\_\_\_\_  
Its Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Page 3

Approved as to Form and Legality:

CITY AND COUNTY OF  
HONOLULU

\_\_\_\_\_  
Its Deputy Corporation Counsel

\_\_\_\_\_  
Its Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DEPARTMENT OF BUDGET & FISCAL SERVICES  
**CITY AND COUNTY OF HONOLULU**  
530 South King Street, Room 114, Honolulu, Hawaii 96813  
Telephone: (808) 768-3901 Fax: (808) 768-3179 Internet: www.honolulu.gov

MUFI HANNEMANN  
MAYOR



MARY PATRICIA WATERHOUSE  
DIRECTOR

MARK K. OTO  
Deputy Director

November 3, 2008

State of Hawaii  
Hawaii Housing Finance and Development Corporation  
677 Queen Street  
Honolulu, HI 96813

Attention: Chris Sadayasu, Project Coordinator

RE: West Oahu Holiday Electric Light Parade  
December 13, 2008  
Villages of Kapolei Northwest Cornel Parcel, TMK 9-1-016:035

To whom it may concern:

This is to advise that the City and County of Honolulu has elected to self-insure against all liabilities arising out of its operations and activities, including the operations and activities of the West Oahu Holiday Electric Light Parade scheduled for December 13, 2008.

Please accept this letter as evidence of our self-insurance in lieu of any insurance that may be required under the terms of the above captioned event.

Sincerely,

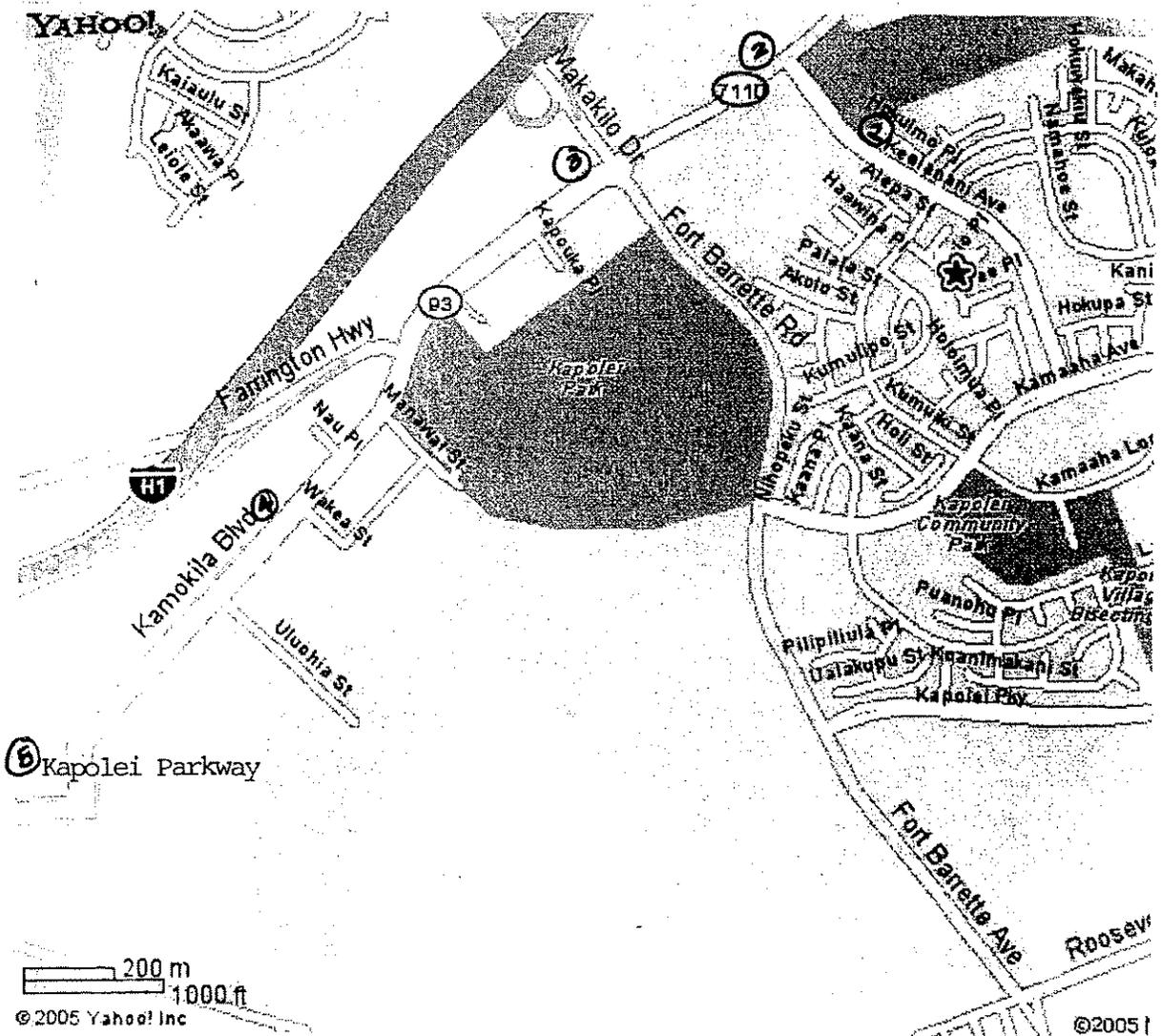
A handwritten signature in cursive script, appearing to read "Beverly J. Brown".

for MARY PATRICIA WATERHOUSE  
DIRECTOR BUDGET & FISCAL SERVICES

MPW:bb  
cc: Joan Manke

## West Oahu Holiday Electric Light Parade Parade Route

Start at Kealanani Avenue, turn left on to Farrington Highway, cross the intersection of Makakilo Drive and Fort Barrette. Proceed on to Kamokila Boulevard, pass the shopping center and theaters, continue to Kapolei Parkway to disband. Selected vehicles will be parked for display at Uluohia Street and along Kamokila Blvd. on the Diamond Head side.







Villages of  
**Kapolei**  
Association

October 30, 2008

FAX and Mail

Ms. Karen Seddon, Executive Director  
Hawaii Housing Finance and Development Corporation  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

Re: 8<sup>th</sup> Annual West Oahu Electric Light Parade

Dear Ms. Karen Seddon,

The Board of Directors of the Villages of Kapolei have been asked again by the Kapolei Community members and the City and County of Honolulu to support their request for the use of the North West corner property for the staging of their 8<sup>th</sup> Annual Electric Light Parade scheduled for December 13, 2008.

The Board has authorized me to extend their support for the parade.

Should you have any questions concerning the above please do not hesitate to contact me.

Sincerely,

Warren F. Wegesend, Jr., CPM®  
General Manager

c. Villages of Kapolei Board of Directors  
Neighborhood Commission Office

RECEIVED  
NEIGHBORHOOD COMM  
& C HONOLULU  
2008 NOV 13 PM 3:09