

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813  
June 25, 2021

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Oahu

Issuance of Right of Entry from Department of Accounting and General Services to St. Andrew's Schools for Washington Place Tennis Courts for School Purposes, Honolulu, Oahu, Tax Map Key: (1) 2-1-018:001

APPLICANT:

St. Andrew's Schools, a domestic non-profit corporation via Department of Accounting and General Services.

LEGAL REFERENCE:

Section 171-11 and 43.1, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of lands situated at Honolulu, Oahu, identified by Tax Map Key: (1) 2-1-018:001, as shown on the attached map labeled **Exhibit A**.

AREA:

7,900 square feet, more or less.

ZONING:

State Land Use District: Urban  
City and County of Honolulu CZO: A-2 Medium Density Apartment

TRUST LAND STATUS:

Section 5(a) lands of the Hawaii Admission Act  
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

CURRENT USE STATUS:

Encumbered by Governor's Executive Order No. 535 to Department of Accounting and General Services for gubernatorial home for the Governors of Hawaii.

CHARACTER OF USE:

The DAGS shall issue a Right of Entry to the premises to be used solely for the following specified purposes: restoration, maintenance, and use of the tennis courts for school purposes to St. Andrew's Schools.

COMMENCEMENT DATE:

July 1, 2021

MONTHLY RENTAL:

Gratis.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules Section 11-200.1-15 the subject request is exempt from the preparation of an environmental assessment pursuant to part (c) which states, "The following general types of actions are eligible for exemption:

- (1) Operations, repairs, or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing;"

See **Exhibit B** for exemption notification.

DCCA VERIFICATION:

Place of business registration confirmed: YES X NO \_\_\_

Registered business name confirmed: YES X NO \_\_\_

Applicant in good standing confirmed: YES X NO \_\_\_

REMARKS:

The Washington Place site became the official residence of the State's governors, while serving their gubernatorial terms, on May 25, 1932, when territorial governor, the Honorable Lawrence M. Judd, signed Executive Order No. 535 setting aside the subject site to the Department of Public Works, now the Department of Accounting and General Services "as a Gubernatorial Home for the Governors of Hawaii..." The Department of Accounting and General Services (DAGS) maintains the grounds and improvements.

St. Andrew's Schools was organized as a domestic non-profit corporation of the State of Hawaii in 1977 for educational purposes. St. Andrew's Schools wishes to further the educational benefits of its students by providing more athletic education, however their campus is limited in space to allow for many sports. The Washington Place tennis courts are located immediately adjacent to the Schools' property, are poorly maintained, and rarely used. The Schools has requested use of the tennis courts for school purposes in accordance with the draft Memorandum of Understanding, as attached **Exhibit C**. DAGS recommends approval of the issuance of an ROE for these purposes gratis, in exchange for the accepting the Schools' commitment to restore and maintain the tennis courts for beneficial use.

DAGS supports the efforts of the Schools in these endeavors, as this also perpetuates Queen Liliuokalani's generous practice of sharing the tennis courts with the Schools.

RECOMMENDATION:

Authorize the issuance of a Right of Entry to St. Andrew's School under the terms and conditions cited above and included in the draft Memorandum of Understanding, which are by this reference incorporated herein and further subject to the following:

- a. The standard terms and conditions of the most current Right of Entry form, as may be amended from time to time;
- b. Review and approval by the Department of the Attorney General; and
- c. Such other terms and condition as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,

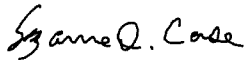


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CURT T. OTAGURO

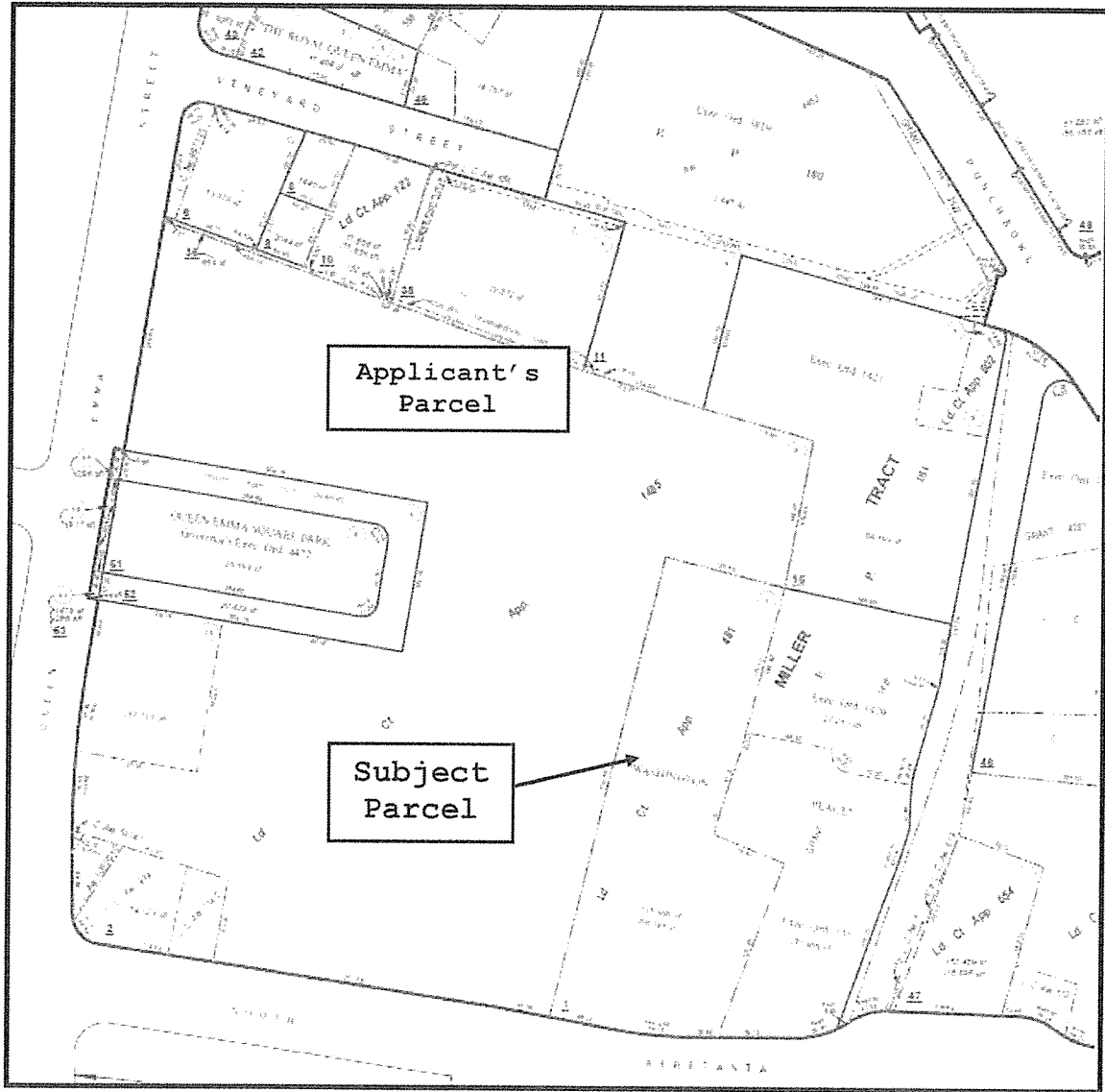
State Comptroller

APPROVED FOR SUBMITTAL:



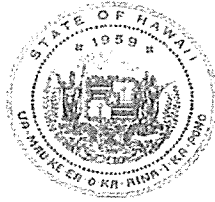
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Suzanne D. Case, Chairperson



TMK (1) 2-1-018:004

## EXHIBIT A



STATE OF HAWAII  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
P.O. BOX 119, HONOLULU, HAWAII 96810

## DECLARATION OF EXEMPTION

from the preparation of an environmental assessment under the authority of Chapter 343, HRS and Chapter 11-200, HAR

Project Title: Washington Place Tennis Courts  
Right of Entry to St. Andrew's Schools

Tax Map Key(s): (1) 2-1-018:001

Location: 320 South Beretania Street, Honolulu, Oahu, 96813

Project Description: This project proposes to issue a Right of Entry to St. Andrew's Schools, a domestic non-profit corporation, to allow for shared use of the Washington Place tennis courts for educational purposes. In exchange for such use, St. Andrew's Schools will repair and maintain the tennis courts throughout the duration of the Right of entry.

Consulted Parties: None.

<u>CLASS NO.</u>	<u>ITEM NO. AND DESCRIPTION</u>
1	Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing. [HAR § 11-200.1-15(c)(1)].

Other notes: None.

The direct, cumulative, and potential impacts of the action described above have been considered pursuant to Chapter 343, Hawaii Revised Statutes, and Chapter 11-200.1, Hawaii Administrative Rules. I declare that this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.

Date: JUN -7 2021

  
Administrator, Public Works Division

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective this \_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_, by and between the Department of Accounting and General Services, State of Hawaii, hereinafter "DAGS" or "State," by and through its Comptroller, and St. Andrew's Schools, a non-profit corporation organized under the laws of the State of Hawaii, whose address is 224 Queen Emma Square, Honolulu, Hawaii 96813.

RECITALS

A. On August 26, 2019, DAGS received a written request from St. Andrew's Schools to enter into an MOU to allow for joint use of the tennis courts located on the grounds of Washington Place.

D. By Executive Order No. 4249, DAGS was given control and management over the property comprised of approximately 3.112 acres on Beretania Street (TMK No. (1) 2-1-018:001 ("Premises"), including its grounds and the buildings thereon, also commonly known as Washington Place. See Exhibit A attached hereto and made a part hereof.

E. As the state agency responsible for controlling, managing and maintaining the Premises, DAGS is responsible for capital and day-to-day upkeep of the buildings and grounds of the Premises.

NOW THEREFORE, in consideration of the promises contained in this MOU, as follows:

1. Rights and Prerogatives of the St. Andrew's Schools.  
At its own expense and consistent with the reservations by the State contained in this MOU, the St. Andrew's Schools agrees to use its best efforts to:

- a. Assist the State with all aspects of the historic research, interpretation, preservation, restoration, repair and maintenance of the tennis courts.
- b. Solicit private funds to be used for the preservation, restoration, repair and maintenance of the tennis courts, including requesting and obtaining any grants and donations, whether in money or in kind.

2. Responsibilities of the St. Andrew's Schools. The St. Andrew's Schools further agrees that throughout the term of this MOU, it shall:

- a. Liability Insurance. Insure that its contractors, consultants, and/or persons acting for or on the St. Andrew's Schools' behalf, procure at their own expense, and maintain during the entire period of this MOU, from an insurance company or companies licensed to do business in the State of Hawaii, a policy or policies of comprehensive public liability insurance, in the amount acceptable to the State (\$1,000,000 per incident/\$2,000,000 aggregate) insuring the State of Hawaii against all claims for personal injury, death, and property damage. The State of Hawaii is to be named as additional insured on the St. Andrew's Schools' policy or policies. The policy or policies shall cover the entire area in use by the tennis courts.
- b. Assignments. Not transfer or assign any right, interest, or obligation under this MOU, without the prior written consent of the State.
- c. Compliance with Laws. Comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as they may be amended, that in any way affect the St. Andrew's Schools' performance under this MOU.
- d. Restoration of the Tennis Courts. Prior to initial use, complete restoration of the tennis courts to safe, usable, and secure condition consistent with preservation of its role in the history of Washington Place and in accordance with necessary school athletics program requirements.
- e. Maintenance of the Tennis courts. Provide general maintenance of the tennis courts on a weekly or monthly basis, including sweeping of leaves, removal of debris, and addressing other maintenance matters as they arise. In doing so, the St. Andrew's Schools, its contractors, consultants, and/or persons acting for or on its behalf, shall use appropriate precautions and measures to minimize inconveniencing the occupants of Washington Place and the public in general.

3. Responsibilities of the State. Throughout the term of this MOU, the State agrees it will:

- a. General Maintenance. Water the surrounding lawn, plants, and trees on the same regular schedule that is utilized for Washington Place.
- b. Make Premises Available. Make the Premises available to the St. Andrew's Schools to organize and conduct activities as mutually agreed to in writing by both parties, subject to closure from time to time for general maintenance, repair, renovation and other good cause on the Premises. All public areas shall be subject to such use restriction, security controls, and other requirements as the State deems reasonably necessary or appropriate for the safety, preservation and security of the Premises. The Governor and the State may use the Premises for official state functions and will use best efforts to coordinate its needs to use the Premises for official state functions with the St. Andrew's Schools.
- c. Approvals Not Unreasonably Withheld. Not unreasonably withhold its consent or approval when its approval or consent is required by this MOU and requested by the St. Andrew's Schools.
- d. Appropriate permitted use. All future requests for additional permitted use of the tennis courts area shall be reviewed to ensure the desired activity is commensurate with the intended use of the area.

4. Term of the MOU. The original term of this MOU shall be from the effective date of this MOU until December 31, 2031. Either party may terminate this MOU for cause with one (1) year's prior written notice to the other party. This MOU may also be terminated by the mutual agreement of the parties at any time.

5. Hawaii Law. This MOU shall be construed, interpreted, and governed by the laws of the State of Hawaii.



6. Partial Invalidity. If any term, provision, or condition of this MOU should be held to be invalid, void, or unenforceable, the remainder of this MOU shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other party or any other person shall be in writing and either personally delivered or sent by prepaid, first-class mail, to the other party at the address set forth below. A notice shall be deemed to have been received forty-eight (48) hours from the time of mailing or at the time of actual receipt, whichever is earlier.

To State: Department of Accounting and General Services  
Attn: Public Works Division  
1151 Punchbowl Street  
Honolulu, Hawaii 96813

To St. Andrew's Schools: St. Andrew's Schools  
224 Queen Emma Square  
Honolulu, Hawaii 96813

8. Integration and Amendments. This MOU sets forth all of the agreements, conditions, understandings, promises, and representations made by or on behalf of the State and the St. Andrew's Schools with respect to this MOU. This MOU supersedes any prior agreement, condition, understanding, promise, and representation. There are no agreements, conditions, understandings, promises, or representations, oral or written, express or implied, between the State and the St. Andrew's Schools other than as set forth or as referenced herein. No amendment or modification of this MOU shall be effective unless incorporated in writing and executed by the State and the St. Andrew's Schools.

In View of the Above, the parties execute this MOU on the dates below, to be effective as of the date first above written.

ST. ANDREW'S SCHOOLS

DEPARTMENT OF ACCOUNTING &  
GENERAL SERVICES

By: \_\_\_\_\_  
Its Head of School

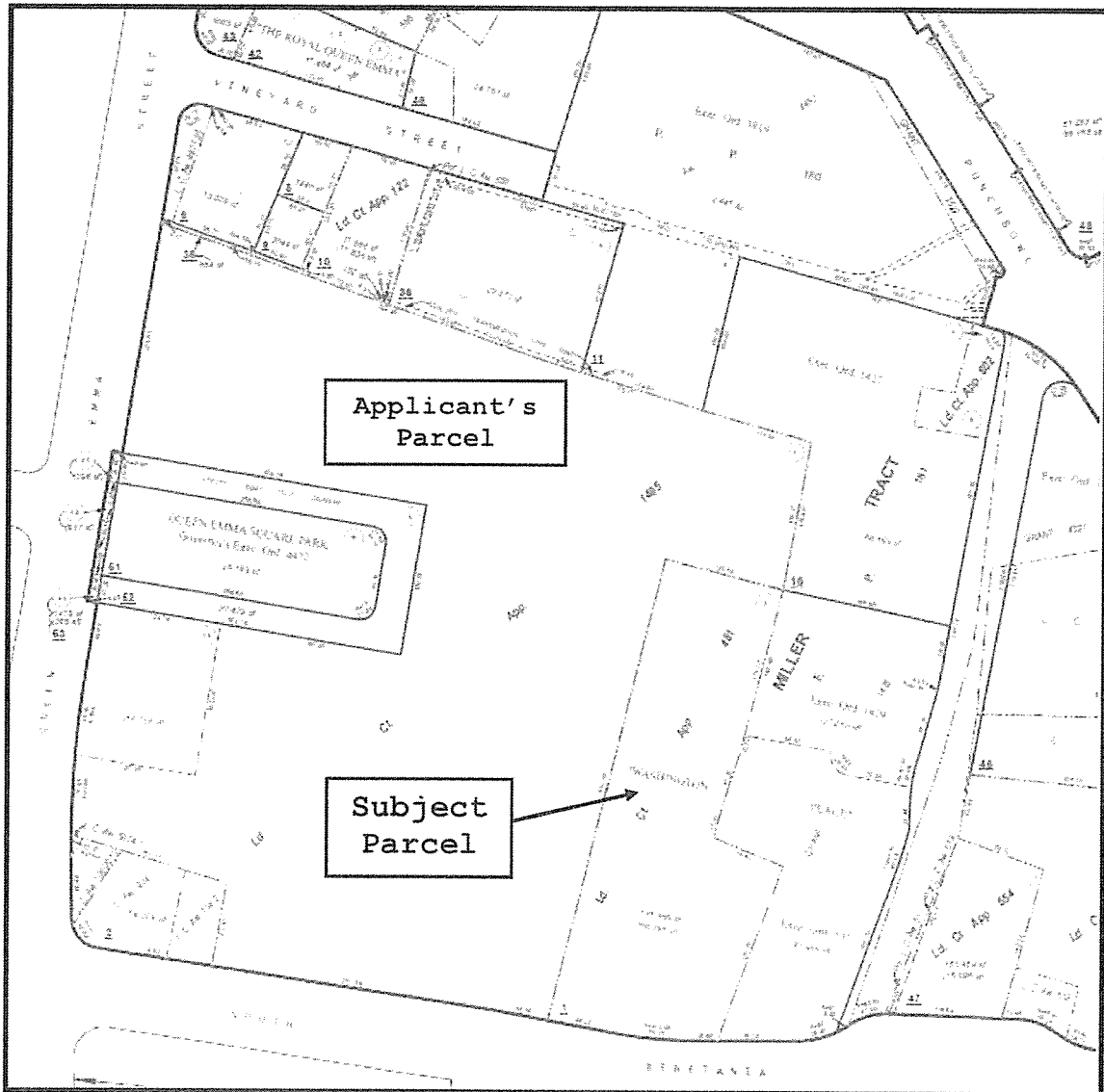
By: \_\_\_\_\_  
Its Comptroller

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

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



TMK (1) 2-1-018:004

## EXHIBIT A