

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

February 28, 2025

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Land Board Members:

SUBJECT: REQUEST DELEGATION OF AUTHORITY TO THE CHAIRPERSON TO NEGOTIATE, APPROVE, EXECUTE, AMEND, EXTEND, AND TERMINATE A MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS AND THE DEPARTMENT OF LAND AND NATURAL RESOURCES FOR THE COLLABORATIVE IMPLEMENTATION OF MANAGEMENT PRACTICES FOR CLIMATE MITIGATION AND FOREST RESILIENCE, SUBJECT TO DEPARTMENT OF THE ATTORNEY GENERAL'S APPROVAL AS TO FORM;

PURPOSE:

This submittal requests approval of a Memorandum of Agreement (MOA) between the State of Hawai'i Department of Hawaiian Home Lands (DHHL) and the State of Hawai'i Department of Land and Natural Resources (DLNR; Department) for the collaborative implementation of management practices for climate mitigation and forest resilience on DHHL lands.

BACKGROUND:

Governing Authorities Cited

- Hawai'i Revised Statutes (HRS)
- Chapter 343 Environmental Impact Statements
- Hawai'i Administrative Rules (HAR)
- Chapter 11.200.1 Environmental Impact Statements Rules

The U.S. Department of Agriculture Forest Service (USDA-FS) has provided funding to support state programs for payments to landowners for climate mitigation and forest resilience management practices, including DHHL's land management projects. Funding for this project is provided by The Inflation Reduction Act Forest Landowner Support under Funding Opportunity Number USDA-FS-2024-IRA-FLS-03 and

Assistance Listing 10.731: Inflation Reduction Act Landscape Scale Restoration for the awarded project titled “Hawaii Landowner Cost Share Payment Programs.” Funds from the USDA-FS have been awarded to the DLNR Division of Forestry and Wildlife (Division), providing \$1,500,000 in federal funds to DHHL for implementing management practices for climate mitigation and forest resilience projects on DHHL lands.

The Division has prepared a draft MOA (Exhibit A), which will establish roles and responsibilities for the collaborative implementation of management practices for climate mitigation and forest resilience projects on DHHL lands. In particular, the MOA will address who is responsible for different project components.

DISCUSSION:

During their meeting on January 21, 2025, the Hawaiian Homes Commission approved [Agenda Item F6](#), which approved DHHL to enter into a MOA with DOFAW to receive USDA Landowner Assistance Funds. This MOA will allow DLNR and DHHL to enter into a mutually beneficial agreement, clarifying the role of both departments in implementing and managing the climate mitigation and forest resilience projects on DHHL lands. The Department of Hawaiian Home Lands has preliminarily reviewed the draft MOA (Exhibit A), which is subject to approval by the DHHL Deputy Attorney General.

Funding provided through this MOA will allow the implementation of DHHL land management practices on Hawai'i Island lands within the 'Āina Mauna Legacy Program (AMLP) project area (TMK(s) (3) 3-8-001:002, 007, 009) and the Honokoa riparian buffer project (TMK (3) 6-1-001:003).

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

The activities to be conducted under the terms of this MOA include implementing management practices to support climate mitigation and forest resilience projects on DHHL lands. Compliance for activities under the terms of the MOA on DHHL lands in the AMLP area is addressed in DHHL's Environmental Assessment for the AMLP, which was completed in 2011 with a finding of No Significant Impact (<https://dhhl.hawaii.gov/wp-content/uploads/2011/05/2011-10-23-DEA-Aina-Mauna-Legacy.pdf>). Planned project activities include planting native species, invasive species weed control, and fencing to enhance the regeneration of upland native forests.

Activities (tree planting) for the Honokoa riparian buffer project fall under Exemption Classes and Descriptions in the Exemption List for the Department of Land and Natural Resources (approved by the Environmental Council on November 10, 2020) in the de minimis category. An environmental assessment or impact statement will be prepared if any action does not fall within the exemption list.

RECOMMENDATIONS:

That the Board:

1. Delegate authority to the Chairperson to negotiate, approve, execute, amend, extend, and terminate a Memorandum of Agreement between the Department of Land and Natural Resources and the Hawai'i Department of Hawaiian Home Lands for collaborative implementation and management of climate mitigation and forest resilience projects on DHHL lands, subject to the Department of the Attorney General's approval as to form.

Respectfully Submitted,



David G. Smith, Administrator

APPROVED FOR SUBMITTAL:



DAWN N.S. CHANG, Chairperson

Exhibit A: Draft MOA

MEMORANDUM OF AGREEMENT
BETWEEN HAWAI'I DEPARTMENT OF HAWAIIAN HOME LANDS
AND
THE STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
FOR THE JOINT MANAGEMENT OF INFLATION REDUCTION ACT FUNDING TO
SUPPORT
ON FOREST LANDS HELD IN TRUST FOR NATIVE HAWAIIANS

This Memorandum of Agreement (MOA) is made and entered into on this _____ day of _____, 2025 between the State of Hawai'i, Department of Hawaiian Home Lands, (hereinafter referred to as "DHHL") and the State of Hawai'i, Department of Land and Natural Resources by its Board of Land and Natural Resources, (hereinafter referred to as "DLNR"), referred to collectively as the "Parties", for the purpose of the collaborative implementation of management practices for climate mitigation and forest resilience on DHHL lands (hereinafter referred to as the "PROJECT"). Funding is provided to the State of Hawai'i for the PROJECT by the U.S. Department of Agriculture Forest Service (hereinafter referred to as "USDA-FS") Inflation Reduction Act Forest Landowner Support under Funding Opportunity Number USDA-FS-2024-IRA-FLS-03 and Assistance Listing 10.731: Inflation Reduction Act Landscape Scale Restoration for the awarded project titled "Hawaii Landowner Cost Share Payment Programs."

WITNESSETH

WHEREAS, DHHL, established under the Hawaiian Homes Commission Act of 1920 by the U.S. Congress and incorporated as a provision in the State Constitution in 1959, serves to protect and improve the lives of Native Hawaiians. DHHL is responsible for serving its beneficiaries and managing its extensive land trust, consisting of over 200,000 acres on the islands of Hawai'i, Maui, Moloka'i, Lāna'i, O'ahu, and Kaua'i;

WHEREAS, DLNR is a political subdivision of the State of Hawai'i, pursuant to sections 26-15 and 171-3, of the Hawai'i Revised Statutes, mandated with the management and administration of the public lands of the State of Hawai'i;

WHEREAS, the USDA-FS is providing funding for the PROJECT.

WHEREAS, a relationship between DHHL and DLNR exists, by which DHHL has been managing lands adjacent to lands managed by DLNR's Division of Forestry and Wildlife ("DOFAW") with the same long-term goals of climate mitigation and forest resilience. DHHL has also been named as a collaborator to complete climate mitigation and forest resilience management practices with the PROJECT;

WHEREAS, the Parties recognize that they have common goals for the PROJECT, and based further upon this mutual interest and understanding in the efficient administration of their cooperation;

WHEREAS, the Parties wish to agree and confirm that this understanding as stated herein should not be construed as interfering in any way with the basic responsibilities and authority of each party for independent action outside of the PROJECT;

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage of attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

This MOA defines in broad and general terms the basis and intent in cooperation by the Parties.

ARTICLE 1 – PURPOSE

The purpose of this agreement is to outline responsibilities for cooperative management of the PROJECT.

To this end, the Parties agree jointly to manage the PROJECT in such a way as to maximize the benefit to Hawai'i's native forest ecosystems and climate resilience, which is consistent with the values and desires of the people of Hawai'i, DHHL, DLNR, and the USDA-FS.

ARTICLE II – DHHL CONTRIBUTIONS

To support and facilitate administration of the PROJECT, DHHL agrees to:

1. Manage all aspects of the PROJECT assigned to DHHL through coordination with the Cooperative Resources Management Forester at DOFAW.
2. Assign a point of contact at DHHL to be the primary person responsible for PROJECT coordination including responding to DOFAW communications, arranging meetings between DHHL and DOFAW, and managing the internal DHHL handling of DOFAW requests.

3. Support implementation of DHHL land management practices supported by the PROJECT target geographies on Hawai'i island within the 'Āina Mauna Legacy Program (AMLP) project area and Honokoa riparian buffer.
 - a. AMLP project area projects include managing the Wao Akua (upland forested region that is the realm of the gods) of Mauna Kea:
 - i. Native māmane (*Sophora chrysophylla*) forest (2,500 acres). This high-elevation forest is zoned conservation and is federally designated as Critical Habitat for the endangered Palila (*Loxioides bailleui*), which limits the availability of the land for development.
 - ii. Kanakaleonui Bird Corridor protects 525 acres of remnant montane dry and mesic native forests between 6,000 to 8,000 feet elevation that links mid-elevation forests of the state's Hilo Forest Reserve and the U.S. Fish and Wildlife Service's (USFWS) Hakalau Refuge to the māmane forests (above 8,000-foot elevation) of the state's Mauna Kea Forest Reserve. This project will restore the watershed function of the cloud forest and essential forest bird habitat. It is strategic for reforestation due to the intact forest on the wetter eastern slope of Mauna Kea, providing a forested bridge for forest birds to move upslope from mosquitoes that carry avian disease at lower elevations.
 - iii. Waipahoehoe Management Unit is the most intact native forest remaining DHHL lands containing high elevation koa ohia dominant forests free of mosquitoes, providing Hawaiian forest bird habitat adjacent to USFWS Hakalau Wildlife Refuge. DHHL partners with Mauna kea Watershed Alliance through a land license to manage the 1,100-acre unit to conserve its near pristine resources. The Waipahoehoe and Nukupahu streams are protected within the unit and feed into the larger Wailuku watershed.
 - iv. Sustainable koa (*Acacia koa*) forestry (500 acres). A commercial forestry operation using a keystone native forest species will substantially benefit endangered wildlife while creating a sustainable revenue stream to support long-term land management efforts and economic opportunity for the underserved native Hawaiian beneficiaries of the DHHL land trust and the surrounding community.
 - b. Honokoa Riparian Buffer on Hawai'i island- Reforestation of 450-acres in Honokoa gulch to reduce sedimentation and runoff to Kohala coastal waters.

4. On a semi-annual basis, submit to the PROJECT progress reports and financial reports for funds allocated for DHHL in support of the PROJECT. On a semi-annual basis, submit invoices for PROJECT expenditures. Funding advances are authorized and will be provided upon request, as needed.

ARTICLE III – DNLR CONTRIBUTIONS

To support and facilitate the administration of the PROJECT described herein, DLNR agrees to:

1. Have the DOFAW staff Cooperative Resources Management Forester manage all aspects of the PROJECT as designated to DOFAW through consultation and collaborations with DHHL.
2. Provide to USDA-FS semi-annual PROJECT accomplishment updates and evaluation of progress.
3. Have DOFAW staff Cooperative Resources Management Forester be the final signatory on all reports to the USFS.
4. Support the PROJECT by providing funding for management practices outlined in EXHIBIT A
5. Work collaboratively with DHHL to coordinate DLNR activities on the PROJECT.
6. Assign such members of its staff to provide appropriate oversight of the PROJECT. This will include annual monitoring, guidance on PROJECT direction, priorities, deliverables, and reporting. Designate a specific person at DOFAW to be the contact for collaboration and communication on issues with DHHL who will manage internal DOFAW communication on issues raised by DHHL.
7. Provide to DHHL, submission requirements for reporting under the PROJECT.
8. Meet with the designated staff person at DHHL as needed to facilitate PROJECT activities.

ARTICLE IV – GENERAL PROVISIONS

1. The Parties agree that this MOA commences upon execution and expires at the end of the PROJECT federal grant performance period (December 31, 2028).

2. The Parties agree that the award amount for this MOA is not to exceed \$1,500,000 for the duration of this PROJECT.
3. The Parties agree to adhere to the Federal Program Guidelines Applicable to Management of the PROJECT as stated in "Exhibit A", which is hereby incorporated by reference, where not in conflict with state law.
4. The Parties to the MOA shall be free to use any of the project results in official correspondence or publications provided due credit is given to the collective Parties for contribution(s) to the effort. It is understood that the Parties may not publish any results from joint research without consulting the other. Publication may be joint or independent as may be agreed upon, always giving due credit to the contributions of all parties involved in the joint effort.
5. The Parties agree to acknowledge funding from the USDA-FS in accordance with their policies for the Inflation Reduction Act.
6. The Parties agree to create a collaborative work plan annually, and DOFAW retains the authority to approve the program of work. The work plan may be reviewed and adapted as needed with mutual agreement.
7. DHHL, as a department within the State of Hawai'i, is self-insured. DOFAW, as an instrumentality of the State of Hawai'i, is self-insured.
8. This MOA may be modified only by written mutual agreement between the Parties. Requests for any change to the MOA shall be submitted to the other Parties not less than 60 calendar days prior to the proposed effective date.
9. Written termination requests shall be sent to the Parties not less than thirty (30) days prior to the desired effective date. Termination may occur for any reason and without cause, including, but not limited to, non-compliance with MOA, violations of DLNR laws, regulations, guidelines applicable to the management of the PROJECT, and violations of other State laws and regulations.
10. Copies of all correspondence concerning this MOA shall be sent to representatives of each of the Parties.
11. Correspondence may be directed to:

Department of Hawaiian Home Lands

c/o DHHL Administrator and DHHL Land Management Division
160 Baker Ave. Hilo, HI 96720
(808) 933-3480

Department of Land and Natural Resources
Division of Forestry & Wildlife
c/o DOFAW Administrator and Cooperative Management Forester
1151 Punchbowl Street, Ste #325
Honolulu, HI 96813
(808) 333-6803

12. All Parties will waive any and all claims against the State of Hawai'i and its officers, agents, employees, or volunteers for any injury, property damage, and/or death caused by any negligence on the part of the State of Hawai'i, its officers, agents, employees, and other volunteers, and agree to hold harmless and indemnify the State of Hawai'i, its officers, agents, employees, and other volunteers from any suits, actions, and claims arising out of or in any way connected with activities of the State Hawai'i, its officers, agents, or employees.
13. All Parties subject to this MOA are responsible for compliance with Hawai'i Revised Statutes Chapters 183 and 171, and visitors will be subject to any applicable criminal and/or administrative penalties provided therein.
14. This MOA and the provisions contained herein shall be constructed, controlled, and interpreted according to the laws of the State of Hawai'i.

Approved by the Board of Land
and Natural Resources at
its meeting on _____

Approved as to Form

Deputy Attorney General, DLNR

Deputy Attorney General, DHHL

For State of Hawai'i

Chairperson
Board of Land and Natural Resources

For Hawai'i Department of Hawaiian
Home Lands,

Administrator
Department of Hawaiian Home Lands

EXHIBIT A

DHHL Projects	Cost	Management Practice	Unit Cost	Acres	Comments
Aina Mauna Legacy Area Mamane Forest Restoration (M1)	\$206,000	Temporary fencing	\$20.00 per foot	2,500	10,300 LF interior deer fencing
Mamane Forest Restoration (M1)	\$168,400	Tree and Shrub establishment	\$16 per tree		10,525 trees planted
Mamane Forest Restoration (M1)	\$19,600	Groundcover establishment	\$2,800 per acre		7 acres plant ground cover
Kanakaleonui Bird Corridor (KBC), R-1	\$250,000	Tree and Shrub site preparation	\$2,000 per acre		125 acres site prep for kipuka plantings
Kanakaleonui Bird Corridor (KBC), R-1	\$256,000	Tree and Shrub establishment	\$16 per tree	520	16,000 native trees planted
Waipahoehoe Management unit (R-3)	\$300,000	weed control	\$1,000 per acre	300	Priority weeds (gorse, holly, blackberry, banana poka) Control of heavily infested
Sustainable Koa Forestry (K-1)	\$100,000	weed control	\$1,000 per acre	100	blackberry
Honokoa Honokoa Riparian Buffer Restoration	\$200,000	Tree and shrub establishment	\$16 per tree	64	12,500 native plants planted
Total Cost	\$1,500,000				

EXHIBIT B

Insert Grant Agreement # 25-DG-11052021-214

DRAFT