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

October 13, 2017

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

Land Board Members:


SUMMARY:

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership framework for cooperation between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Services (NRCS) and the Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) on activities that involve the implementation of conservation practices on eligible lands within the approved project area. In addition, it allows for the release of $1,063,000 in federal funds that will be competitively awarded to eligible organizations and landowners who qualify under the NRCS Regional Conservation Partnerships Program (RCPP). The assistance provided through this MOU enables producers and landowners to install and maintain conservation activities that address natural resource concerns in Hawaii’s priority watershed forests. The conservation activities supported by RCPP address the following resource concerns:

- Excess/Insufficient Water/Drought
- Water Quality Degradation
- Soil Quality Degradation
- Inadequate Habitat for Fish, Wildlife, and Invertebrates
- Climate Change

BACKGROUND:

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners
of eligible land. In September 2016, DLNR-DOFAW submitted a request for NRCS program assistance to address priority natural resource concerns in the islands of Hawaii, Kauai, Maui and Molokai. In January 2017, NRCS announced that DLNR-DOFAW’s RCPP full proposal for Fiscal Year (FY) 2017 was selected for funding. Following the announcement, DOFAW staff worked with the NRCS State Conservationist to develop partnership agreements, including the drafting of the MOU.

DOFAW and NRCS, aided by the Deputy Attorney General, recently reviewed the MOU. DOFAW now seeks BLNR approval to delegate authority to the Chair to execute and sign the MOU, which will allow for the release of FY17 federal funds to be awarded to eligible partners through NRCS.

DISCUSSION:

By signing the MOU, NRCS can move forward with the release of federal funds and award money to eligible partners. Eligible partners include landowners and not-for-profit organizations such as Watershed Partnerships located within the approved project area. As the Lead Partner, DLNR-DOFAW is responsible for providing in-kind support, including technical assistance to partners, project updates, and the submission of annual progress reports. DLNR-DOFAW does not receive any federal funds from NRCS as part of RCPP.

CHAPTER 343, HAWAII REVISED STATUTES – ENVIRONMENTAL ASSESSMENT:

Activities and actions associated with this MOU do not trigger the need for Chapter 343 review.

RECOMMENDATION:

That the Board:

1) Delegate authority to the Chairperson to execute and sign the NRCS-DLNR Memorandum of Understanding (MOU) made part of NRCS Agreement #A-9251-17-002, RCPP ID # 1554.

Respectfully submitted,

DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:

SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources
Continuing Proposal: Hawai‘i’s Watershed Initiative

Main Hawaiian Islands

Legend
- RCPP Project Area
- Designated Critical Habitat
- Watershed Partnerships
- Priority Watershed Forests

Hawai‘i

Kohala Watershed Partnership
6,852 ac (mult. sections)

Mauna Kea Watershed Alliance
23,602 ac (mult. sections)

Three Mountain Alliance
18,457 ac (mult. sections)

RCPP projects will occur within the overall RCPP Project Area, based on conservation plans. It is anticipated that this project will fund approximately 450 acres of invasive plant control and 5,500 ft of fence. In addition, the State will contribute by fencing approximately 900 acres.
MEMORANDUM OF UNDERSTANDING

Between the

USDA Natural Resources Conservation Service (NRCS)

And

State of Hawaii

Department of Land and Natural Resources

Division of Forestry and Wildlife

Introduction:

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth named "NRCS", and the State of Hawaii Department of Land and Natural Resources Division of Forestry and Wildlife, henceforth named DLNR. NRCS and DLNR are engaged in complementary and compatible activities related to providing financial and technical assistance to agricultural and forest producers through provisions of the Regional Conservation Partnership Program (RCPP). Partnership activities include efforts to encourage conservation of natural resources through technical and financial assistance which may be provided by both parties to the MOU.

I. Authority

This MOU is entered into in accordance with rules and statutes listed on the Notice of Award, including:

Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014, and 16 USC 590a(3).

II. Background

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners of eligible land. The assistance provided through this MOU enables producers and landowners to install and maintain conservation activities to address priority natural resource concerns. The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS who is Vice President of the Commodity Credit Corporation (CCC). DLNR has submitted a request for NRCS program assistance to address priority natural resource concerns in the islands of Hawaii, Kauai, Maui and Molokai. DLNR is an eligible partner entity and meets statutory requirements of RCPP to carry out activities specified in this MOU and work with
eligible program participants to help implement conservation activities on eligible lands as defined in this MOU.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS delivers RCPP assistance through the authorities and rules of the following programs, referred to throughout this partnership agreement as “covered programs”: the Environmental Quality Incentives Program (EQIP), Conservation Stewardship Program (CSP), Agricultural Conservation Easement Program (ACEP), and Healthy Forest Reserve Program (HFRP) to eligible program participants within a defined project area. If the project area identified under this partnership agreement is within a Critical Conservation Areas (CCA) designated by the Secretary of Agriculture, then RCPP assistance within this project area may also be delivered through the authorities and rules of the Watershed Protection and Flood Prevention Act, hereafter “Watershed Authorities.”

The MOU incorporates by reference the 2017 RCPP Announcement of Program Funding (APF), principally to provide definitions and program overview items not repeated herein. Where conflicts between the APF and this MOU, or this MOU and the Partner proposal, occur this MOU shall supersede the APF and the proposal.

III. Purpose

The purpose of this MOU is to establish a partnership framework for cooperation between NRCS and DLNR on activities that involve implementation of conservation activities on eligible lands for public and private benefits within the approved project area.

More specifically, partners agree that the principal purpose of this MOU is to address the following resource concerns in the project area:

- Improve Water Quality
- Increase Water Quantity for Fresh Water Supplies
- Improve Native Wildlife Habitat

IV. Responsibilities of Parties

A. NRCS will:

1. Provide on an annual basis, technical and financial assistance through the covered programs as available to eligible producers and landowners located within the approved project area. Note: NRCS reserves the right and authority to reduce or discontinue program benefits to support this partner agreement based upon funds availability, changes in agency priorities, or
inability of DLNR to deliver resources or provisions of this MOU. EQIP program contracts and agreements obligated with entities or producers as a result of this partnership agreement are assured of funding for the entire length of the approved contract or agreement and not subject to provisions of this partnership agreement regarding fund availability. On CSP program contracts, NRCS agrees to provide payment annually, subject to the availability of funds.

2. Funding: NRCS funding allocated to this project is described in the “Table of Deliverables.” Amounts there are the maximum NRCS commitments. No NRCS Technical Assistance for Partner Use” (Partner TA) should be included in the MOU, as the MOU does not obligate funds for partner use.

Financial Assistance (FA) will be set aside (as “commitments”) for potential obligation via individual contracts or agreements in accordance with applicable covered program rules and any project specific RCPP adjustments of terms. “NRCS TA for NRCS use” (NRCS TA) will be set aside for NRCS use in support of this project.

3. Implement and administer the covered programs to the extent possible to address identified RCPP project natural resource concerns:

NRCS covered program application processes are conducted on an annual basis, and NRCS funding may not be available throughout the calendar year to fund new individual land owner or entity contracts. Typically new obligations are only possible for a portion of any given fiscal year, commonly after annual adjustments in covered program(s) are made and fund allocations are processed.

NRCS shall consider recommendations from DLNR for evaluation and ranking of program applications and expeditious obligation of approved contracts and agreements for eligible producers and landowners to facilitate timely implementation of activities within the project area.

3. Provide annual review and recommendations to DLNR regarding the project to ensure success and implementation of conservation activities related to program contracts and agreements.

B. DLNR will:

1. Complete items in the Plan of Work and the Table of Deliverables. The Plan of Work is updated from the proposal based on the negotiation phase, but is included primarily to inform approach and anticipated actions. The Table of Deliverables provides the agreement record of commitment amounts.

2. In the case of specific work projects or activities that may involve funds, services, or property, partner name and/or third party or parties will provide a “Partner Contribution” as described in the Plan of Work and the Table of Deliverables.
3. Comply with the project "Budget" which identifies other funding sources which support technical or financial resources identified in Plan of Work, and the Table of Deliverables.

4. Provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.

5. Provide NRCS with a list of suggested "ranking criteria" that could be used by the agency for evaluation and ranking of eligible producer program applications. The suggested criteria shall relate to the RCPP project area objectives to address priority natural resource concerns.

6. In addition to reporting requirements in “General Terms and Conditions,” the lead partner shall provide two RCPP specific progress reports annually. The RCPP specific reporting requirements are outlined in the document entitled “Additional RCPP Reporting Requirements.”

Progress reporting periods are as follows one covering progress during the first half of the federal fiscal year (October 1 thru March 31) is due April 30; a second report covering the entire fiscal year (October 1 thru September 30, due October 30 of each year). Note: Even if little or no activity occurs in the first fiscal year, both “progress” and “financial reports” are due October 30 of that calendar year. The final progress report shall be due 90 days after the end of the performance period (to align with final financial reporting requirements).

7. Provide NRCS an assessment of the project’s effects and at the conclusion of the project, report to NRCS on the results of the project and the funds leveraged. Such report will also include a summary for the entire project period of the information provided in the annual reports.

8. Acknowledge NRCS cost-share assistance in any public outreach materials or events related to activities accomplished pursuant to or in direct support of this MOU and to provide draft copies of such information to the NRCS State office for review and comment before public release.

C. It is mutually agreed upon by both parties:

1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area.

2. That the designated representative of DLNR and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.

3. NRCS and DLNR and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting
in any manner from the conduct of its own operations, and the operations of its agency or employees under this MOU, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

4. That nothing in this MOU shall commit either NRCS or DLNR to obligate or transfer any funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among DLNR and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such MOU must comply with all applicable statutes and regulations.

5. That DLNR is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the DLNR and third parties to carry out project activities.

6. This MOU does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

7. NRCS selected this project through a competitive process, based in part on the contribution of resources that the lead partner and other agencies or organizations committed to the project. While RCPP requires a significant contribution of partner resources, there is no specific proportionate share required under RCPP. Therefore, in the event the lead partner or other agencies or organizations cannot deliver the contributions of resources outlined in the Memorandum of Understanding, NRCS may reduce or discontinue its own program benefits to support this partner agreement. Alternatively, upon timely notice of the lead partner that there may be a reduction in partner contribution to the project, NRCS may determine that NRCS would have funded the project at the time of project selection with the lower level of partner contribution because of the overall project benefits, and determine that a reduction or discontinuation of NRCS program benefits is not necessary. Throughout, NRCS and the lead partner will work diligently with other agencies and organizations to explore alternative approaches to completion of the project objectives.

8. **CONFIDENTIALITY**

In some instances, implementation of this MOU may require disclosure of information provided for the purpose of participating in a USDA program by an applicant or participant. The following requirements apply to such information.

a. Activities performed under this MOU may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be
disclosed without the prior written consent of NRCS.

b. The recipient and NRCS personnel will follow rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to in a system of records NRCS maintains. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient and NRCS agree to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

V. Expected Accomplishments and Deliverables

Deliverables are listed in the Plan of Work and Table of Deliverables.

Physical and management measures (activities and/or easements) implemented under covered programs with NRCS assistance shall be consistent with agency policy, unless an “Adjustment of Terms” is requested and approved. Specific activities are expected to include, but not necessarily be limited to those specific deliverable items called out in the “Table of Deliverables.”

VI. Technical and Administrative Contacts

A. NRCS State Office Technical and Administrative Contacts (Notice of Award Administrative Contact may differ):

Technical Contact:
Name: Nicola Giardina, Assistant Director - Programs
Address: 300 Ala Moana Blvd, Suite 4-118, P.O. Box 50004, Honolulu, HI 96850
Telephone Number: (808) 600-2959
nicola.giardina@hi.usda.gov

Administrative Contact:
Name: Kevin Kinvig, Finance Resource Specialist
Address: 300 Ala Moana Blvd, Suite 4-118, P.O. Box 50004, Honolulu, HI 96850
Telephone number: (808) 600-2976
Email address: kevin.kinvig@hi.usda.gov

Administrative Contact (Grants & Agreements):
George Darin Wilson, Grant Management Specialist
Contract Team Manager, Central Team
501 W. Felix St. Building 23
Fort Worth, Texas 76115
(817)509-3503
george.wilson@wdc.usda.gov
B. DLNR Technical and Administrative Contacts:

Technical Contact:
Name: Emma Yuen, Program Manager and Katie Ersbak, Planner
Address: 1151 Punchbowl St., Room 325, Honolulu, HI 96813 Telephone
number: (808) 587-4170 and (808) 587-4189
Email address: Emma.Yuen@hawaii.gov and Katie.C.Ersbak@hawaii.gov

Administrative Contact:
Name: David G. Smith
Address: 1151 Punchbowl St., Room 325, Honolulu, HI 96813 Telephone
number: (808) 587-4170
Email address: David.G.Smith@hawaii.gov

VII. Duration

This MOU takes effect upon the signature of NRCS and DLNR and shall remain in through
September 30, 2022. This partnership agreement shall be for a period not to exceed 5 years,
except that the Secretary (or appropriate designee) may extend the MOU one time for up to 12
months when an extension is necessary to meet the objectives of the program. Either NRCS or
DLNR may terminate this MOU with a 60 day written notice to the other party. Note: Although
partnership agreements are limited to a maximum of 5 years, NRCS program contracts and
agreements with producers and landowners may extend beyond this period of time.

VIII. List of Documents

RCPP Partnership Agreement Specific Forms:

- When Partner TA will be utilized/obligated:
  Memorandum of Understanding and General Terms and Conditions
  or
  When no Partner TA will be utilized/obligated
- Plan of Work
- Table of Deliverables (and any supporting documents, fee schedules, etc.)
- Additional RCPP Reporting Requirements
- Funds Availability Form (Note: to be provided to NRCS lead state)
- Decision Template (Note: to be provided to NRCS lead state)

Additionally, NRCS adheres to applicable laws and policies in executing RCPP partnership
agreements which requires additional forms and a final pre-obligation review (Note: additional
form requirements are listed on GASB Program Manager/Technical Contact Submission
Checklist.)
IX. Signatures

FOR THE NATURAL CONSERVATION RESOURCES SERVICE

BY:_________________________________________ Date:___________

Travis L. Thomason, PIA Director

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

BY:_________________________________________ Date:___________

Suzanne D. Case, Chair
Department of Land and Natural Resources
ATTACHMENT A- PLAN OF WORK

NRCS Agreement Number:

Description of Project Activities: Restore Native Forest Ecosystems for Watershed Protection and At-Risk Species Habitat Benefits

Project Location: Hawaii, Maui, Kauai, and Molokai

Schedule of Project Activities: August 1, 2017 – July 31, 2022

| Objective 1 – Environmental Quality Incentive Program Requirements and Contract Management |
|---------------------------------------------|-------------------------------------------------|----------------|----------------|
| TASK | WORK PRODUCT | TARGET DATE | NRCS COST | *PARTNER COST | TOTAL COST |
| A. Assist NRCS to provide EQIP information and outreach to RCPP partners and potential applicants. | • Inform potential applicants of program timelines by posting on partner websites and providing links to P/A program homepage and local field offices. Includes outreach efforts to and participation of, beginning farmers/ranchers, socially disadvantaged farmers/ranchers, limited resource farmers/ranchers, and veteran farmers/ranchers. | April – Aug 2017 | NA | $20,000 (Includes Obj. Tasks A-D) |
| B. Assist NRCS to document/inventory benchmark conditions for EQIP applicants. May include: | • Collecting data for Inventories. • Photo documentation of benchmark condition. | April-Aug 2017 | NA | See Obj. 1A. |
| C. Assist NRCS in the EQIP Ranking Criteria for RCPP project subaccount. | • Meet with NRCS State Office program staff to suggest ranking criteria for the RCPP subaccount. | April 2017 | NA | See Obj. 1A. |
| D. Provide project location geodata (shape files) to make planning and ranking efficient. | • Provide NRCS with project location shape files for use in NRCS conservation planning and EQIP application ranking. | April 2017 | NA | See Obj. 1A. |
### Objective 2 — Restore Native Forest Ecosystems for Watershed Protection and At-Risk Species Habitat Benefits Through Invasive Weed Control, Native Ecosystem Restoration and Monitoring of Forest Ecosystem to Ensure Habitat Protection.

<table>
<thead>
<tr>
<th>TASK</th>
<th>WORK PRODUCT</th>
<th>TARGET DATE</th>
<th>NRCS COST</th>
<th>*PARTNER COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
| A.   | Assist NRCS to document/certify completed EQIP contracted practices. May include:  
- EQIP practice application reports.  
- Photo documentation of practices in progress.  
- Maps that identify location of installed practices. | Partners will notify and assist NRCS employee with inspection of completed EQIP practices to facilitate certification and payment to EQIP applicants. Outcomes:  
- Assist EQIP applicant to comply with NRCS practice standards and specifications.  
- Certification of contracted EQIP practices. This includes but is not limited to:  
  - Controlling invasive Species.  
    - Tree/Shrub Site Preparation (490)  
    - Brush Management (314)  
    - Herbaceous Weed Control (315)  
    - Woody Residue Treatment (384)  
    - Note 1: On sites where supplemental tree/shrub planting is needed use 490 (followed by 314 and/or 315 if needed).  
    - Note 2: On sites where only weed control is needed use 314 (followed by 315 if needed).  
  - Native Ecosystem Restoration (Woody or Herbaceous Plants)  
    - Tree/Shrub Establishment (612)  
    - Mulching (484)  
    - Riparian Forest Buffer (391)  
    - Riparian Herbaceous Cover (390) | Oct 2017 – July 2022 | NA | * |
<table>
<thead>
<tr>
<th>Activity</th>
<th>Start Date</th>
<th>End Date</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native Ecosystem Protection: fence installed; estimated 800 acres protected (including tie-ins to other existing fences or natural barriers). Fence (382)</td>
<td>Oct 2017 - July 2022</td>
<td>NA</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Wildlife Habitat Restoration. Upland Wildlife Habitat Management (645) Restoration &amp; Management of Rare &amp; Declining Habitats (643) Wetland Wildlife Habitat Management (644)</td>
<td>Oct 2017 - July 2022</td>
<td>NA</td>
<td>*</td>
</tr>
</tbody>
</table>

B. Provide NRCS with report on all project restoration activities that accomplish this goal and percent of total RCPP project area treated. This includes a comparison of actual accomplishments with the goals and objectives established for the reporting period and where project out can be quantified, a computation of the costs per unit of output. Identify the reasons why goals and objectives were not met, if appropriate. Progress reports are due two times a year. One covering progress during the first half of the federal fiscal year (October 1 thru March 31) is due April 30; a second report covering the entire fiscal year (October 1 thru September 30, due October 30 of each year). Even if little or no activity occurs in the first fiscal year, both “progress” and “financial reports” are due October 30 of that calendar year. The final progress report shall be due 90 days after the end of the performance period.

Provide reports to NRCS that include:
- Monitoring for natural regeneration monitoring of desirable and undesirable plant species. Provide date, area, and plant species.
- Monitoring for species that destroy or degrade habitat and/or water quality. Provide date, areas monitored and actions taken to control destructive species or restore area.
- Patrol fence by segment, including details regarding repairs for damaged/breached areas as needed. Provide date, area, and length of fence repaired.
- Monitoring and collect data on At-Risk species trends. Provide date, species, area, acres and results, and trend on numbers.
- Identify wildlife enhancements, such as forage, roosting, nesting or cover enhancements for specified target native species (both listed and non-listed). Provide date, area, acres, and species benefitted.
- Water quality monitoring reports, including trends.

Semi-Annual (Due Oct. 30 & April 30) | NA | * |
Semi-Annual (Due Oct. 30 & April 30) | NA | * |
Semi-Annual (Due Oct. 30 & April 30) | NA | * |
Semi-Annual (Due Oct. 30 & April 30) | NA | * |
Semi-Annual (Due Oct. 30 & April 30) | NA | * |
Semi-Annual (Due Oct. 30 & April 30) | NA | * |
Agreement #A-0291-17-002  
RCPP ID # 1554

| Total       | $1,063,000 | $1,070,000 |

Notes:
* Partner Costs include contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives as identified in the project proposal. Partner agrees to this task, but will have no value assigned.