

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

February 9, 2018

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

Land Board Members:

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO TWO
MEMORANDUM OF AGREEMENTS BETWEEN THE HAWAI'I
TOURISM AUTHORITY AND THE DEPARTMENT OF LAND AND
NATURAL RESOURCES DIVISION OF FORESTRY AND WILDLIFE
FOR GRANT FUNDS: (1) \$50,000 FOR THE PROTECTION AND
PRESERVATION OF THE KANIAKAPUPU RUINS IN NU'UANU,
HONOLULU, O'AHU; AND (2) \$65,000 FOR THE NEW PATHS FOR
KAENA POINT PROJECT, O'AHU

AND;

REQUEST APPROVAL OF DECLARATION OF EXEMPTION TO
CHAPTER 343, HAWAII REVISED STATUTES FOR THESE TWO
PROJECTS.

SUMMARY:

The purpose of these Memorandum of Agreements (MOAs) are to facilitate contracts between the Hawaii Tourism Authority and the Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) for activities related to two projects: (1) the protection and preservation of the Kaniakapupu Ruins in Nu'uuanu, Honolulu, O'ahu. This project includes installation of protective improvements and education signage to better educate visitors of the site's significance, while discouraging vandalism and disrespectful behavior; and (2) the new paths for Ka'ena Point project. This project will enhance the visitor experience and protect important resources at Ka'ena Point State Park by adding interpretive and directional signage and designate/improve trails to reduce recreational user conflicts.

Further, the submittal requests approval of declarations of exemption for Chapter 343, Hawai'i Revised Statutes (HRS) for these two projects (Exhibits 1 and 2).

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

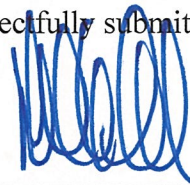
In accordance with the requirements of Chapter 343, Hawaii Revised Statutes (HRS), and Section 11-200-8, Hawaii Administrative Rules (HAR), and the Exemption List for the Department of Land and Natural Resources as approved by the Environmental Council on June 5, 2015, the activities described in these two projects are exempt from the preparation of an environmental assessment pursuant to the exemption classes listed in the Declaration of Exemptions (Exhibits 1 and 2).

RECOMMENDATIONS:

That the Board of Land and Natural Resources:

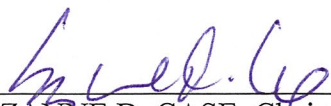
1. Authorize the Chairperson to execute and sign the Memorandum of Agreements for these two projects, as well as the two contracts for \$50,000 and \$65,000.
2. Declares, after considering the potential effects of the proposed projects as provided by Chapter 343, HRS, and Chapter 11-200, HAR, that the activities described in these two projects will likely have minimal or no significant effect on the environment and are therefore exempt from the preparation of an environmental assessment under the exemption classes listed in the Declaration of Exemptions (Exhibits 1 and 2).

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources

- Exhibit 1: Kaniakapupu Ruins Protection and Education Project (MOA 18127, Project Proposal, and Declaration of Exemption)
- Exhibit 2: New Paths for Kaena Point Project (MOA 18129, Project Proposal and Declaration of Exemption)

EXHIBIT 1

MEMORANDUM OF AGREEMENT

MOA 18127

BETWEEN

THE HAWAI'I TOURISM AUTHORITY

AND

THE DEPARTMENT OF LAND AND NATURAL RESOURCES

I. This Memorandum of AGREEMENT (hereinafter "MOA") is entered into as of the date of execution by the **HAWAI'I TOURISM AUTHORITY**, an agency of the State of Hawai'i, acting by and through its Chief Executive Officer, George D. Szigeti, whose business address is 1801 Kalākaua Avenue, Honolulu Hawai'i 96815, ("HTA") and the **DEPARTMENT OF LAND AND NATURAL RESOURCES**, a department of the State of Hawai'i, by and through its undersigned Chairperson of the Board of Land and Natural Resources, State of Hawai'i, whose business address is Kalanimoku Building, 1151 Punchbowl Street, Honolulu, Hawai'i 96813 ("DLNR").

II. RECITALS:

Whereas on June 21, 2017, the HTA issued a "Request for Proposals for the 2018 Kūkulu Ola program, RFP No. HTA 17-13," as amended by Addendum 1 on July 11, 2017, and Addendum 2 on July 21, 2017 (cumulatively referred to herein as "RFP" and incorporated herein by reference as part of this MOA, with the exception of the following which will not apply to this MOA: the insurance certificate requirement, the vendor compliance certificate requirement);

Whereas on August 4, 2017, HTA received CONTRACTOR's Proposal in response to the RFP, including an executed "Applicant Information Form," a completed "Proposal Form," "Itemized Budget Form" and "Budget Narrative," and an executed "Confidentiality Agreement," that may have been revised or amended by CONTRACTOR, and was subsequently approved by HTA (cumulatively referred to herein as "PROPOSAL" and incorporated herein by reference as part of this MOA).

Whereas HTA desires to retain and engage the CONTRACTOR to provide the tourism-related activities and services described in CONTRACTOR's PROPOSAL and in this MOA, incorporated herein by reference; and, the CONTRACTOR is agreeable to providing said activities and services.

Whereas this MOA is for activities and services related to HTA's statutory duty to "develop, coordinate, and implement state policies and directions for tourism and related activities taking into account the economic, social, and physical impacts of tourism on the State, Hawai'i's natural environment, and areas frequented by visitors" pursuant to Section 201B-3(a)(14), Hawai'i Revised Statutes.

Whereas money is available to fund this MOA pursuant to Section 237D-6.5, Hawai'i Revised Statutes, in adequate amounts.

Whereas, pursuant to Sections 201B-3 and 201B-7, Hawai'i Revised Statutes, the HTA is authorized to enter into this MOA.

NOW, THEREFORE, in consideration of the mutual promises contained in this MOA, the HTA and the CONTRACTOR agree as follows:

III. SCOPE OF SERVICES:

A. CONTRACTOR will be responsible for:

1. Performing and providing, in a satisfactory and proper manner as determined by the HTA, all the activities and services described in the PROPOSAL as **Kaniakapupu Ruins Protection and Education Project** (hereinafter referred to as "PROJECT"), conducted in calendar year 2018;
2. HTA'S GOAL AND OBJECTIVES. CONTRACTOR acknowledges and agrees that a goal of this Contract is to help to honor and preserve the Hawaiian culture; demonstrate collaborative efforts with a high degree of community support and involvement; exhibit depth and breadth of experience in performing similar work; and, have an adequate plan for sustainability into the future. CONTRACTOR also acknowledges and agrees that HTA had approved its PROPOSAL under HTA's Kukulu Ola Program under the Hawaiian Culture Initiative. CONTRACTOR shall perform and provide the activities and services described in its PROPOSAL and in this Contract in a manner that will achieve these goals and objectives.
3. CONTRACTOR'S GOALS AND SURVEY. CONTRACTOR shall use its best efforts to achieve its 2018 expected goals described in its PROPOSAL to determine the benefits and success of CONTRACTOR's PROJECT. Additionally, CONTRACTOR shall

use surveys and the source(s) for determining its Key Performance Indicators (KPI) described in the PROPOSAL.

4. MATCHING FUNDS. CONTRACTOR shall maintain a minimum of one to one (1:1) in matching funds to the amount of funds payable to CONTRACTOR under this Contract. CONTRACTOR shall be required to maintain a minimum of 20% of the matching funds in cash only and the remaining 80% of the matching funds may be in cash or the in-kind contributions, such as volunteer hours, supplies, or services contributed to the PROJECT. The required matching funds in cash shall not come from other Hawai'i state government sources, including the Office of Hawaiian Affairs, and other HTA programs or HTA's major contractors, such as the Hawai'i Visitors and Convention Bureau or its island chapters. Of the 20% in required cash matching funds, CONTRACTOR shall provide satisfactory proof of no less than half of match (10%) prior to the first payment made by HTA under this Contract, and satisfactory proof of the remaining half (10%) prior to final payment. Acceptable proof of matching funds includes but is not limited to: a letter of commitment, a copy of a check, receipts of deposit, or a copy of an agreement between the applicant and another sponsor.
5. EXPENDITURE ACCORDING TO APPROVED BUDGET. CONTRACTOR shall expend HTA funds in a manner described and consistent with the completed "Itemized Budget Form" provided by CONTRACTOR as part of its PROPOSAL, as revised or amended by CONTRACTOR and subsequently approved by HTA
6. OUTREACH & COMMUNICATIONS PLAN. CONTRACTOR shall implement initiatives to promote the PROJECT through direct signage, leaflets, flyers, collateral material, social media, and/or other promotional initiatives described in the PROPOSAL. CONTRACTOR shall also provide to HTA the various items described below.
 - A. Visual Documentation. CONTRACTOR shall provide HTA the following:
 - i. Copies of all outreach and promotional materials;
 - ii. A minimum of five (5) high resolution digital photographs (minimum 300 DPI) submitted in jpeg format;
 - iii. Appropriate release agreements allowing HTA and its approved marketing contract partners to use the above-described visual documentation for its promotional efforts.

- B. Summary Write-up and Photo. CONTRACTOR shall provide a two to three paragraph synopsis and one high-resolution photo describing the PROJECT that is suitable for publication in our HTA newsletters or promotional materials published and disseminated by HTA and its marketing contractor partners or the news media. The article shall be provided to HTA within thirty (30) days of contract execution.
7. PROJECT ACCESS. CONTRACTOR shall provide HTA with access to the PROJECT and all PROJECT related activities to review and monitor the PROJECT for evaluation. This may include members from each respective County, as they are acting as project evaluators on behalf of HTA.
 8. HTA ADVERTISEMENT. CONTRACTOR's who produce a program for their project shall give HTA at least 60 days notice to produce an advertisement for that program. CONTRACTOR shall provide dimensions of ad and format.
 9. HTA SPONSORSHIP. CONTRACTOR shall acknowledge HTA's support of the PROJECT, by utilizing HTA's brand logo or other intellectual property in all of CONTRACTOR's printed promotional and outreach material. The "Hawai'i Tourism Authority" shall be credited as a sponsor on all outreach and promotional materials, as well as any outbound communication relating to the project funded under this contract.
 10. FINANCIAL RECORDS. CONTRACTOR shall prepare and maintain financial records for the PROJECT that sufficiently and properly reflect all income and other sources of funds, and all direct and indirect expenditures of any nature related to the CONTRACTOR's performance of this Contract. These records shall be subject to any inspection, review, or audit by HTA.
 11. PROGRESS REPORT. CONTRACTOR shall provide any progress report requested by HTA describing the status of all work required to be completed under this Contract and as may be required, using the template provided by HTA. The CONTRACTOR shall furnish any additional reports or information that HTA may, from time to time, require or request.
 12. FINAL REPORT. CONTRACTOR shall provide a final report regarding the completion of the activities, services, programs, and events described in the PROPOSAL using a template provided by HTA. The final report shall also include any recommendations

for any future activity, service, program, event, or initiatives related to the PROJECT to achieve HTA's goal for this Contract. CONTRACTOR shall also report on any information obtained through any survey and the actual results of any performance measurements obtained by CONTRACTOR and related to the conduct of the PROJECT, including a final schedule of the completed activities and events and an analysis of the actual results as measured against the key performance indicators (KPI) and expected goals provided by CONTRACTOR in the PROPOSAL. CONTRACTOR shall also submit with the final report a final schedule of all activities and events, and copies of advertising and promotional materials. CONTRACTOR shall use report templates provided by HTA.

- B. HTA will be responsible for:
1. Providing to CONTRACTOR access to HTA's global marketing contractors and partners as appropriate;
 2. Providing to CONTRACTOR access to HTA's "Hawai'i Knowledge Bank" program as appropriate;
 3. Providing to CONTRACTOR necessary intellectual properties as appropriate;
 4. Providing to CONTRACTOR other resources as may be deemed appropriate by HTA;
 5. Providing to CONTRACTOR no more than **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, tax inclusive and subject to the availability of funds.

IV. COMPENSATION SCHEDULE

- A. The total compensation for all goods and services to be provided by the CONTRACTOR under this MOA shall be the total sum of money not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, tax inclusive and subject to the availability of funds. Payments shall be made by HTA to the CONTRACTOR subject to the following provisions"
1. First Payment: An amount not to exceed **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)**, tax inclusive, shall be paid to CONTRACTOR within thirty (30) days of the HTA's receipt and approval of the following: satisfactory proof of obtaining 10% of the required cash matching funds; the publicity article and photo; and proof of event listing on gohawaii.com, if applicable. If requested by HTA for its prior approval, CONTRACTOR shall also provide prior to any initial payment any revised or amended itemized budget, outreach and

communication plan, and timeline of the activities and events related to the PROJECT; submitted with original invoice for said initial payment amount stated herein-above.

2. Final Payment: An amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)**, tax inclusive, shall be paid to CONTRACTOR within thirty (30) days of HTA's receipt and approval of the following: (a) satisfactory proof of obtaining the remaining 10% of the required cash matching funds (20% total); (b) final written report; (c) final schedule of all activities and events; (d) copies of all advertising and promotional activities; (e) visual documentation described in the RFP; (f) satisfactory completion of all activities, services, and events related to the PROJECT and in accordance with the PROPOSAL and this Contract; submitted with original invoice within thirty (30) days after the completion of the event.

B. Payments Not Final Acceptance. Progress or interim payments shall not be construed as final acceptance of any activity or service required under this Contract. The CONTRACTOR acknowledges and agrees to perform all the activities and services in accordance with this Contract for the total sum of money not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, tax inclusive, as specified above, and subject to the availability of funds.

C. Invoice Receipt Date. Official invoice date is the date that the invoice and all deliverables are received and accepted by the HTA. All required deliverables must be received along with, or prior to, receipt of invoice. Invoices must be signed by Contractor in blue ink. Invoices submitted prior to receipt of the necessary deliverables will not be accepted and will have to be resubmitted. Fiscal year ends June 30 and entails the temporary shutdown of fiscal processes. Invoices received at the change of fiscal, between June 15 and July 31, may be subject to delays in processing.

D. Non-allowable Expenses. CONTRACTOR's expenditures for the following activities or items shall not be funded by this MOA or paid by HTA:

1. Business or organizational start-up plans or activities;
2. Fundraising for an event or activity to support CONTRACTOR's organization or a specific cause;
3. Litigation fees and costs;

4. Endowments;
5. Real Property;
6. Capital Improvements;
7. Conferences or Conventions;
8. Salaries except as approved programmatic expense;
9. Merchandising by using HTA funds to purchase goods to be resold for profit;
10. Computer equipment; and,
11. Reimbursement for pre-award expenditures or costs before execution of the MOA.

- E. The CONTRACTOR acknowledges and agrees that the availability of funds from the Tourism Special Fund established under the laws of the State of Hawai'i for any fiscal year (July 1 to June 30), shall initially be subject to the passage of a budget appropriation of public funds by the Legislature, and subsequently, to the approval of an allotment of the budgeted funds by the Governor, through the Director of Finance, State of Hawai'i. If there are insufficient funds appropriated, allotted, or otherwise made available to HTA to pay the CONTRACTOR under this MOA, HTA may, without any liability to HTA, including consequential damages, reduce and amend the contracted amount of compensation previously payable to the CONTRACTOR, upon written notification by HTA to the CONTRACTOR and amendment of this MOA.

V. AMENDMENTS TO AGREEMENT AND OTHER GENERAL REQUIREMENTS

- A. This MOA may be amended through a mutually acceptable written statement.
- B. This MOA may be terminated by mutual agreement with thirty (30) days prior written notice.
- C. The validity of this MOA, and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, shall be governed by the laws of the State of Hawai'i.
- D. This agreement is not intended to create any rights, interest or remedies for any third party beneficiaries and third parties may not rely upon this MOA to assert any claim against the State or any State employee, whether individually or in their official capacity.
- E. The period of performance for this MOA shall be from the date of execution to **January 31, 2019**, unless this MOA is extended or sooner terminated as provided above.
- F. This MOA represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous

discussions, representations, understandings, or agreements, whether oral or written, of the parties regarding this matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Agreement no. 18127 per the below signatures:

HAWAI'I TOURISM AUTHORITY:

By _____
(Signature)

(Print Name)

(Title)

(Date)

THE DEPARTMENT OF LAND AND NATURAL RESOURCES

By _____
(Signature)

(Print Name)

(Title)

(Date)

[THE CONTRACTOR'S PROPOSAL IS INCORPORATED BY REFERENCE.]

[THIS IS THE END OF THE MOA.]

FORM A – APPLICANT INFORMATION FORM

2018 APPLICANT INFORMATION FORM for HTA RFP #17-13 KUKULU OLA

PROJECT INFORMATION:

Project Title: Kaniakapupu Ruins Protection and Education Project

Project Date: 01/01/2018-12/31/2018

Project Location(s): Honolulu Watershed Forest Reserve, Oahu

Amount Requested from HTA: \$50,000

Total Estimated Budget for Entire Project: \$100,000

INFORMATION:

Applicant (Legal Business Name): Department of Land and Natural Resources (DLNR) Division of Forestry and Wildlife (DOFAW)

Street Address: 1151 Punchbowl Street, Rm 325

Mailing Address: Same

City/State/Zip: Honolulu/Hawaii/96813

Website Address, if available: http://dlnr.hawaii.gov/dofaw/

Federal Taxpayer ID No: 99-0266119

State Taxpayer ID No: Not Applicable

Project Location

Island Oahu

Statewide

Applicant is a (check one)

Non-profit entity

Government Entity

For Profit

If "For Profit" specify type (LLC, Partnership, etc.): _____

Registered/Licensed in the State of: _____

PRIMARY RFP CONTACT PERSON:

This will be the person to whom HTA will send award notices, debriefing letters, and any RFP-related requests. Only one contact person allowed per application.

Name: Marissa Chee
Title: Oahu Forestry Specialist
Phone: 808-587-4177
Email: Marissa.M.Chee@hawaii.gov

PRIMARY PROJECT CONTACT PERSON:

This will be the HTA's main contact if you are awarded a contract. Please list only one. Contractor will have the opportunity to provide additional contacts once contract is executed.

Name: Ryan Peralta
Title: Forest Management Supervisor I
Phone: 808-973-9784
Company email: Ryan.K.Peralta@hawaii.gov

PROMOTIONAL CONTACT PERSON:

This is the person you would like to list on promotional materials for more information about your project/festival/event (this can be the event organizer or a person designated to answer questions about the project):

Name: Ryan Peralta
Title: Forest Management Supervisor I
Phone: 808-973-9784
Company email: Ryan.K.Peralta@hawaii.gov

Check Payable and remittance address:

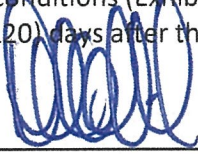
(Must be authorized to receive and dispense HTA funds):

Applicant Legal Name: Department of Land and Natural Resources, Division of Forestry and Wildlife
Address: 1151 Punchbowl Street, Honolulu, Hawaii 96813

(Certification Page Follows)

REQUIRED CERTIFICATION (Must be completed to be considered):

The undersigned authorized official acknowledges and certifies that the information contained in this proposal and application is true and correct to the best of my knowledge, has been duly authorized by the governing body of the organization. I also acknowledge, on behalf of the organization, that we accept the State's General Conditions (Exhibit 1) without exceptions, and that the Proposal is considered firm for one hundred twenty (120) days after the proposal's due date.



8/4/17

Signature of Authorized Official

Date

David G. Smith

Administrator

Print Name

Title

FORM B – PROPOSAL FORM

2018 PROPOSAL FORM HTA RFP # 17-13 KUKULU OLA

Project or Event: Kaniakapupu Ruins Protection and Education Project

Applicant: Department of Land and Natural Resources (DLNR) Division of Forestry and Wildlife (DOFAW)

A. Project Components (50% of Score):

A.1. OVERVIEW OF PROPOSED PROJECT: Provide a description of the proposed project, including the major activities and the project's history. Programming occurring in the Spring or Fall season, or throughout the year, will be given preference. (max 3000 characters)

This project seeks to protect the Kaniakapupu Ruins, one of the most historically and culturally significant sites in the state, while creating a respectful and educational experience for visitors. Located in the Luakaha area of Nuuanu Valley on Oahu, Kaniakapupu is the ruins of the summer palace of Kamehameha III. Under the jurisdiction of DLNR DOFAW, the site is located within the Honolulu Watershed Forest Reserve in a restricted watershed and is currently closed to the public. Kaniakapupu was built between 1835-1845 over what was formerly an ancient heiau complex. For the next decade, Kaniakapupu played an important role in Hawaii's history. In 1847, Kamehameha III hosted a grand luau at Kaniakapupu celebrating the fourth anniversary of Hawaiian Sovereignty Restoration Day, attended by an estimated 10,000 guests. It also served as the school for the chief's children, and was noted as a location where parts of the Great Mahele and the Constitution for the Kingdom of Hawaii were written. Since being abandoned in the 1850's, the structure has fallen into disrepair.

Due to a shortage of funding and staff, DOFAW is unable to properly implement plans, manage, protect, or control access to Kaniakapupu. Since 2000, the site has been cared for and maintained by a nonprofit volunteer community group comprised primarily of Hawaiians. The group, Aha Hui Malama o Kaniakapupu, has obtained a special use permit from DOFAW allowing them to enter the restricted watershed and assist with stewardship of the area. Although the site is currently closed to the public, this has not deterred people from going without authorization creating a challenge for the future preservation of site. There have been repeated instances of people leaving graffiti, etching into and climbing the walls, and moving pieces of the structure.

DOFAW recognizes that people will continue to visit the site whether it is closed not. DOFAW, in collaboration with Aha Hui Malama o Kaniakapupu, the State Historic Preservation Division (SHPD), and other community members and groups, seeks to implement a plan to better protect and preserve the site while allowing visitors to learn about and experience it in a respectful way. Proposed activities include the installation of interpretive educational signage to educate visitors on its historical and cultural significance, creation of dedicated walking paths around the site that allow people to experience Kaniakapupu without disturbing it, and installation of "low-impact" barriers around the ruins to discourage people from entering and potentially damaging the structure. After installation and protective improvements are complete, DOFAW will make information about Kaniakapupu available as well as provide permits to access the site for visitors and residents.

A.2. How does your project meet the goals and objectives of this HTA program? (max 1000 characters)

This project seeks to protect and preserve Kaniakapupu by creating a visitor experience that is educational and respectful. A masterplan for the site is currently being drafted that will include historical information, maps, layout for walking paths, designs for the informational signs and barriers, and other suggested management for the site. The design and placement of the "low-impact" barriers and informational signage are being developed in consultation with members of the Hui and other cultural historians so that the information disseminated and actions taken are as accurate and appropriate as possible. The signage, in combination with barriers, will be installed to instill a sense of responsibility and respect in those who visit the site. Proposed project activities will support the efforts of Aha Hui Malama o Kaniakapupu and many others to preserve and perpetuate the Hawaiian culture and places of significance such as Kaniakapupu.

A.3. Identify the relationship to the community and how it fulfills the needs of the community. Identify all entities that support or are directly involved in this project. Letters from community organizations and businesses acknowledging this relationship are encouraged. (max 1000 characters)

This project will support the efforts of Aha Hui Malama o Kaniakapupu, whose members have been the primary care takers of the site for the last 17 years. The Hui has a special use permit from DOFAW allowing them to enter the restricted watershed and malama, or care for, Kaniakapupu. Their activities include the removal of weeds and debris, and acting as docents for school and community groups that wish to visit. They also host monthly service trips where volunteers can come work and learn about its history. Over the years, the Hui has dealt with multiple instances of vandalism at Kaniakapupu. They have expressed support for putting barriers and signage around the site, however the lack of funding and resources has prevented them from being installed. This project will support the work done by DOFAW and the Hui by better informing visitors of Kaniakapupu's significance and discouraging damage and disrespect. The Hui and SHPD will be directly involved with the project.

A.4. Does this proposed project improve on the current situation? Does this proposed project provide for an innovative, new solution? Provide specific examples. (max 1000 characters)

Vandalism and desecration are the biggest threats to Kaniakapupu. The current lack of barriers, signage, and paths around the site has resulted in several occurrences of damage and disrespectful behavior. Installing "low-impact" barriers and walking paths will guide visitors around the site, allowing them to have an enjoyable experience without causing unwanted disturbance. Proposed signs will educate visitors on the significance of Kaniakapupu and instill a sense of respect.

Although "low-impact" barriers will not physically block access to the site, they are a more affordable, natural-looking, effective, and culturally appropriate alternative to traditional barbed-wire or chain-link fencing. DOFAW and its partners installed barriers in the form of symbolic fencing and educational signs at the Ka Iwi State Scenic Shoreline and at Kaena Point Natural Area Reserve to protect coastal habitat. The fencing and signs have been effective in guiding visitors away from sensitive areas.

A.5. MARKETING & COMMUNICATIONS PLAN: Describe your marketing & communications activities to attract target audiences(s), including residents and pre- and post- arrival visitors. Show the ability to reach the right target audiences to ensure visitor and resident attendance and/or participation goals. Demonstrate how there is sufficient reach, frequency, and other measures to be effective. Activities should be timed appropriately to affect awareness, consideration and conversion of audience. Provide specific examples of past activities and performance, if applicable.

A.5.a. Who is your target audience and why? (max 1000 characters)

A marketing and communications plan will not be implemented until development and improvement of the site is completed, and is beyond the scope of the grant period.

It is part of DOFAW's mission to protect and manage Hawaii's cultural and natural resources and provide recreational opportunities to both residents and visitors. DOFAW will target both groups after installation of signs, walking paths, and "low-impact" barriers is completed. Visitors come to Hawaii looking for unique ways to experience Hawaii's culture and natural beauty. Many Hawaii residents also enjoy outdoor activities, and are always looking for new places to explore. DOFAW seeks to provide both groups with the proper information regarding this unique opportunity to experience this historic site in an educational and respectful way. This project also seeks to make visiting the site more accessible for school groups and community organizations that want to come and learn about Kaniakapupu.

A.5.b. How do you intend to reach the target audience to attend your project? Be specific (e.g. use of social media, use of advertising, use of public relations, other promotional efforts). Provide specific examples of past activities and performance. Identify specific visitor-related marketing and promotional efforts. (max 4500 characters)

After completing the installation of the new features, DOFAW intends to make information on visiting Kaniakapupu more accessible to the public by adding it to the DOFAW website. This website is used by residents and visitors to obtain information on recreational opportunities. The long-term goal is to include maps, pictures, and a description of the area. DOFAW also intends to add Kaniakapupu to its online permit system that allows individuals to submit online applications for day use permits to access restricted watersheds. In 2016 DOFAW added the nearby Lulumahu Falls to the online permit system. Since September 2016, 688 permits have been issued to 3,450 people.

In June 2016, the DLNR asked more than a dozen hiking websites and blogs to remove directions to Kaniakapupu to reduce the instances of damage and desecration. After this project is complete however, the DLNR will encourage these websites and blogs to provide accurate and responsible information regarding Kaniakapupu.

A.5.c. Provide an overall work plan with estimated timeline for the project implementation, including a) start dates, b) end dates, c) description of activity and completion of major milestones in the project. To enter formatted text, create text in a Word doc first then copy and paste into text block. (max 3000 characters)

PLANNING AND DESIGN (1/1/18 – 4/1/18): Schematic site planning; design and layout of signs, walking paths, and "low-impact" barriers; meetings with community, cultural, and user groups, SHPD and other agencies as necessary

BIDDING (4/1/18 - 8/1/18): Secure contract with construction contractors

CONSTRUCTION (8/1/18 - 12/31/18): Construction/installation of signs, walking paths, and "low impact" barriers

B. Project Impact (20% of Score): These indicators of success should reflect measures that can be reliably and accurately attained, and that demonstrate a successful project, as articulated in the proposal outline. While some measures may be qualitative, please provide detailed quantifiable values where possible. Additional measures are encouraged and should relate to one or more of the objectives for the CEP as described above in Section II. of this solicitation.

B.1 These are the Key Performance Indicators (KPIs) that you are responsible for reporting

- a. Number of on-island residents attending and/or participating in the proposed project
- b. Number of neighbor island residents attending and/or participating in the proposed project
- c. Number of out-of-state visitors attending and/or participating in the proposed project detailed by the U.S. state and international country
- d. Satisfaction level of attendees (majority are satisfied; likelihood to return)
- e. Number of visitors who came to Hawaii for the specific event/project
- f. Number of visitors who came to the event/project due to your promotions/advertising (call to action)
- g. Media metrics
- h. Social media analytics
- i. Advertising analytics

Attendance	2017 Expected Goal	Most Recent Actual Figures (specify year)
No. of <u>on-island</u> residents attending and/or participating in the proposed project	N/A	N/A
No. of <u>neighbor-island</u> residents attending and/or participating in the proposed project	N/A	N/A
No. of <u>out-of-state</u> residents attending and/or participating in the proposed project detailed by U.S. State	N/A	N/A
No. of <u>out-of-state</u> residents attending and/or participating in the proposed project detailed by international country	N/A	N/A
No. of visitors who came to the event/project due to your promotions/advertising (call to action)	N/A	N/A

Satisfaction Level	2018 Expected Goal	Most Recent Actual Figures
Percentage who are satisfied	N/A	N/A
Percentage who are likely to return to the project in the future	N/A	N/A

Media Measures	2018 Expected Goal	Most Recent Actual Figures
Number of Impressions – Print	N/A	N/A
Number of Impressions – Online	N/A	N/A

Social Media Metrics	2018 Expected Goal	Most Recent Actual Figures
No. of social media posts	N/A	N/A
Cumulative Fan Base	N/A	N/A
Average Applause Rate (Facebook likes, Instagram hearts, etc.)	N/A	N/A
Average Amplification Rate (number shares)	N/A	N/A

Other Metrics	2018 Expected Goal	Most Recent Actual Figures
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

B.2. Describe how the data will be collected. What kind of surveys will be administered? How will attendance be tracked and verified? What will be the source of your media metrics? (max 4000 characters)

Given that the area is currently closed to the public, data collection of key performance indicators will not be done until the installation of new features is complete, and is beyond the scope of this project. After improvement of the site is completed, use will be determined by the number of permits issued online. DOFAW staff will also conduct visitor counts on a set number of weekdays and weekends from 8-4pm.

C. Organizational Capacity (10% of score): Ability to produce, implement and execute the project, demonstrated success, expertise, and past performance.

C.1. QUALIFICATIONS OF ORGANIZATION: Provide a description of the organization, its qualifications and experience specifically related to the proposed project. (max 2000 characters)

The Department of Land and Natural Resources is responsible for managing and stewarding approximately 1.3 million acres of public land, and coastal areas and waters. Its mission is to enhance, protect, conserve, and manage Hawaii's natural, cultural and historic resources for the people of Hawaii and its visitors, in partnership with other public and private organizations. The largest of DLNR's landholdings are those in the DOFAW Forest Reserve System. DOFAW currently manages fifty-five forest reserves that encompass 678,600 acres across the state. These reserves provide a multitude of public benefits and values such as recreational, educational, and hunting opportunities; aesthetic benefits; watershed protection and restoration; threatened and endangered species habitat protection and management; cultural resources; and fire protection among many other things.

In recent years, funding for regular maintenance and value-added amenities at natural resource sites frequented by Hawaii's visitors has been beyond state budget allocations. HTA has recognized this need by awarding grants to make past and current DOFAW projects possible. In fiscal year (FY) 2013, HTA funded the Ho'ola: Revitalizing our Native Gardens project that focused on revitalizing the Keanae Arboretum on Maui and the Kalanimoku Native Gardens in Honolulu by providing educational, restoration, and volunteer opportunities. This project involved the installation of informational signage and kiosks, as well as volunteer opportunities for weed removal and planting.

In FY17, HTA provided funding to support the design, development and installation of twenty-five outdoor informational signs to increase awareness among visitors of their responsibility to protect Hawaii's natural areas. The signs were installed around Oahu at strategic locations under DLNR jurisdiction in April 2017.

C.2. PROJECT TEAM: Describe the qualifications and expertise of the project team. Identify the lead individuals responsible for implementing the project. (max 2000 characters)

Ryan Peralta, Forest Management Supervisor I (DOFAW): Mr. Peralta has over 16 years of forestry experience working for DOFAW. He has filled various positions on both Hawaii Island and Oahu, including Trails Technician, Service Forester, Protection Forester and currently Forest Management Supervisor. He currently manages 17 Forest Reserves that total 38,571 acres. His role in this project will be grant management, reporting, and administration coordination.

Reid Mizue, AIA, LEED AP (Omizu Architecture Inc.): Omizu Architecture, formed in 2011 by licensed architect Reid Mizue, has extensive experience in the design of projects including renovations, additions, and tenant improvement services. Their ability to partner with engineering, environmental, and cultural consultants has assisted project managers in coordination, design development, and project follow-through. Mr. Mizue will serve as the primary consultant throughout all phases of the project.

Dr. Trisha Kehau Watson (Honua Consulting): Honua Consulting, founded in 2003 by Dr. Watson, conducts and prepares cultural impact assessments, environmental assessments, community engagements/ consultations, section 106 analysis, cultural/archaeological monitoring, permitted archaeological work, and cultural advising. Dr. Watson will be the environmental, cultural, and archaeological sub-consultant, directly interfacing with members of the Hui to identify which areas will require signage or barriers.

Joel Kurokawa, ASLA; Brad Kurokawa, ASLA, LEED AP; Kyle Sasaki, ASLA, LEED AP (Ki Concepts LLC): Ki Concepts, established in 2007, has worked extensively with diverse communities, county, state and federal agencies. Their team possesses the creativity, technical knowledge, skills and experience to successfully deliver on project types such as community planning, educational and institutional facilities, and recreational parks. Ki Concepts will work to identify which areas will require signage or barriers.

RFP #: 17-13

PROJECT/EVENT: Kaniakapupu Ruins Protection and Education Project

APPLICANT: Department of Land and Natural Resources (DLNR) Division of Forestry and Wildlife (DOFAW)

ITEMIZED BUDGET FORM

EXPENSES	HTA CASH Request	OTHER CASH	IN-KIND	TOTAL PROJECT BUDGET
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Please list specific project expenses and group expense items by category as appropriate (i.e. Program, Marketing, Administration).

Administration				
Indirect costs (10%)	5,000			5,000
Operations				
Construction: contractual, planning, materials and supplies (signs, barriers, walking paths)	45,000	50,000		95,000
TOTAL EXPENSES	50,000	50,000		100,000

INCOME	HTA CASH Request	OTHER CASH	IN-KIND	TOTAL PROJECT BUDGET
HTA Request	50,000			50,000
Organizations's Contribution		50,000		50,000
Other Sponsors/Sources: (specify sources for both other cash and in-kind support)				
TOTAL INCOME	50,000	50,000		100,000

FORM D – BUDGET NARRATIVE FORM

2018 RFP BUDGET NARRATIVE FORM RFP # 17-13 KUKULU OLA

Project or Event: Kaniakapupu Ruins Protection and Education Project

Applicant: Department of Land and Natural Resources (DLNR) Division of Forestry and Wildlife (DOFAW)

Provide a detailed description of the proposed budget for your project, including all major expenses.
(max 3000 characters)

Currently, an architect has been contracted for services related to environmental compliance and site planning. This phase of the project will specifically include the planning and design of the educational signs, low impact barriers, and walking paths. At the conclusion of the planning and designing phase, construction may begin immediately should the funds be available. Initial estimates for construction range from \$176K to \$320K. Should this project be awarded, DOFAW will fund the remaining construction costs. It is likely that DOFAW will not have all the funding available at one time, therefore a phased construction plan will be implemented and construction phases will be completed as funding is available, i.e. first signs, then barriers, etc.

This proposal seeks funding for the purchase, construction, and installation of signs, low impact barriers and walking paths, as well as all indirect administrative costs.

OPERATIONS: CONSTRUCTION (\$45,000 requested from HTA, \$50,000 cash match)

Contractual: Construction contractors will be contracted to install signs, low-impact barriers, and walking paths

Signs: Signs will be purchased and installed to educate visitors about this history of site as well as provide information on how to properly view the ruins without causing damage. Signs will direct visitor traffic, keep people on the trail and talk about the vast history of the site.

Low impact barriers: Low impact barriers will be purchased and installed to keep people off the ruins. They will be made using natural materials to create a natural rustic look and fit suitably in the forest setting. The barriers will not be constructed to be impenetrable as maintaining a regal atmosphere will be the priority in design.

Walking paths: Walking paths will be installed to guide visitors to and around the ruins. This will help keep them from wandering through the ruins, climbing on the walls and inadvertently damaging the site.

ADMINISTRATIVE (\$5,000 requested from HTA)

This cost includes administrative expenses incurred for management of the project (e.g., accounting, human resources, utilities, etc).

Confidentiality Agreement

THIS AGREEMENT is entered into and is effective as of _____, 2017 (the "**Effective Date**") between Hawai'i Tourism Authority (the "**HTA**") and Department of Land and Natural Resources, Division of Forestry and Wildlife ("**Contractor**"). The parties acknowledge that the HTA and Contractor are in discussions about a potential business relationship between them (the "**Business Relationship**") in connection with which certain Confidential Information (as defined below) of HTA and Contractor may be disclosed to the other party. In consideration of the mutual covenants set forth below, HTA and Contractor each agree as follows:

Confidential Information. As used in this Agreement, the term "Confidential Information" means all information, whether or not reduced to writing, related to the potential business relationship or to the business of either party or its affiliates that (a) is disclosed by one party or its Representatives (as defined below) (the "Disclosing Party") to the other party (the "Recipient") or observed by the Recipient on the Disclosing Party's premises, and (b) is identified as confidential or other similar designation by the Disclosing Party, or would otherwise reasonably be understood to be confidential under the circumstances. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including data base or compilations of visitor or customer information or surveys), intellectual property developed on behalf of the HTA, programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including visitor data and sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information (including marketing programs, activities, or initiatives), research and development information (including visitor statistics and market intelligence), information about existing and future services and products, and information about personnel matters of the Disclosing Party or its affiliates. Confidential Information also includes information disclosed by a third party that otherwise meets the foregoing definition, and the fact that negotiations are taking place hereunder.

Exclusions. For purposes of this Agreement, the term "Confidential Information" does not include any data or information which: (a) the Recipient can establish was already known by the Recipient at the time of disclosure hereunder by the Disclosing Party; (b) is or becomes generally known to the public other than as a result of a disclosure by the Recipient; (c) is received by the Recipient from a third party, without restriction on disclosure, and without breaching any obligation of confidentiality about which the Recipient knew or should have known; or (d) is independently developed by the Recipient without use, directly or indirectly, of Confidential Information received from Disclosing Party, as demonstrated from the written records of the Recipient.

Permitted Disclosures. Disclosures of the Confidential Information of the Disclosing Party may be made only to affiliates, employees, agents, advisors or independent contractors of the Recipient who are directly involved in performing or evaluating the Business Relationship, and who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement (collectively, "Representatives"). The Recipient agrees to instruct each of its Representatives to maintain the confidentiality of all of the Confidential Information, and will be liable for any unauthorized disclosures of Confidential Information by the Recipient's Representatives. Neither party will directly or indirectly contact, or discuss the Business Relationship contemplated under this Agreement, with any person who is not a designated Representative of the other party.

Confidentiality and Non-Use of Confidential Information. Each of the parties hereto and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the other party, and (b) must not

use the Confidential Information of the other party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, will the Recipient reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information of the other party to any person or entity without the consent of the Disclosing Party. Each party understands that in addition to its obligations to the other party under this Agreement, it may not use any Confidential Information of the other party in violation of any federal or state securities laws governing insider trading. Each party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company.

Mandatory Disclosure. If Confidential Information is required to be produced by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient must not produce or disclose any such Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient will only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required for the Recipient to comply with law.

Return of Materials. Within ten (10) days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) deliver to the Disclosing Party all tangible materials containing or embodying the Confidential Information; and (b) purge all electronic materials containing or embodying the Confidential Information, and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent such notes, analyses or reports contain Confidential Information, and the Recipient will certify such destruction within such ten (10) day period.

Rights and Ownership. Recipient acknowledges and agrees that any Confidential Information is the sole and exclusive property of the Disclosing Party (or a third party providing such information to the Disclosing Party). Except as expressly herein provided, this Agreement will not be construed as granting or conferring to either party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other party, including any intellectual property rights. This Agreement will also not create any exclusive business relationship or other rights or obligations between the parties, nor require the parties to enter into any other definitive business agreement.

Competitive Information. Each of the parties acknowledges and understands that the other party may now market or have under development products or services which are competitive with products or services now offered or which may be offered by the other party, and, except as expressly set forth in this Agreement and the External Destination Marketing Management Services Agreement entered into between the parties (if any), the parties' communications hereunder will not serve to impair the right of either party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other party, nor require either party to disclose any planning or other information to the other party.

Duration. This Agreement and the obligations of confidentiality set forth herein will commence on the date first above written and will continue (a) with respect to Confidential Information which qualifies as a trade secret under applicable law, at all such times thereafter as it so qualifies, and (b) with respect to all other Confidential Information, for a period of two (2) years after the date of disclosure of such information.

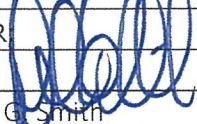
Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains any confidential or proprietary information of any third party, such third party has authorized the disclosure of such information. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

Notices. All notices under this Agreement will be in writing and will be deemed properly delivered when (a) delivered personally, (b) sent by facsimile to the fax number of the other party set forth below, with receipt confirmed, or (c) mailed by certified mail, postage prepaid to the address of the other party set forth below. Notices will be effective upon receipt.

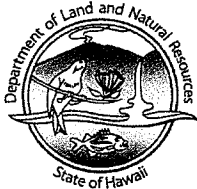
Miscellaneous. The rights and obligations of the parties will inure to the benefit of, will be binding upon, and will be enforceable by the parties and their lawful successors. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in writing signed by both parties.

This Agreement will be governed by and construed in accordance with the laws of the State of Hawai'i. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover actual, reasonable attorneys' fees. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision will be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement will in no way be affected and will remain valid and enforceable for all purposes.

IN WITNESS WHEREOF, this Confidentiality Agreement has been executed and delivered as of the date first above written.

THE HAWAI'I TOURISM AUTHORITY	CONTRACTOR
Signed:	Signed: 
Name:	Name: David G. Smith
Title:	Title: Administraor
Address: Hawai'i Convention Center, First Level 1801 Kalākaua Avenue Honolulu, Hawai'i 96815	Address: Division of Forestry and Wildlife Department of Land and Natural Resources 1151 Punchbowl Street, Rm 325 Honolulu, Hawaii 96813
Fax: 808-973-2253	Fax: 808-587-0160

DAVID Y. IGE
GOVERNOR OF
HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

August 3, 2017

Ronald D. Rodriguez
Hawaii Tourism Authority
State of Hawaii
1801 Kalakaua Avenue
Hawaii Convention Center, First Level
Honolulu, HI 96815

Dear Mr. Rodriguez:

**RE: Kaniakapupu Ruins Protection and Education Project Application for HTA RFP #17-13 Kukulu Ola
2018 Hawaii Tourism Authority Aloha Aina Program**

I am writing to express support for the Kaniakapupu Ruins Protection and Education Project Application for HTA RFP #17-13 Kukulu Ola. The Kaniakapupu Ruins are one of the most significant historic and cultural resources within the state of Hawaii. Known also as King Kamehameha III's summer palace, the ruins were once the site of a luau celebrating Hawaiian Sovereignty Restoration Day in 1847 where historians claim over 10,000 people came to participate in the festivities. The site is listed in both the Hawaii and National Registers of Historic Places.

As you may know, it is the mission of the Hawaii State Historic Preservation Division (SHPD) to promote the use and conservation of historic and cultural properties within the State for the public good. We accomplish our mission by providing leadership in preserving, restoring, and maintaining historic and cultural properties, to ensure the administration of historic and cultural properties in a spirit of stewardship and trusteeship for future generations, and to conduct activities, plans, and programs in a manner consistent with the preservation and enhancement of historic and cultural property. However, we rely on partners like the Department of Forestry and Wildlife (DOFAW) and Aha Hui Malama O Kaniakapupu to assist us with preservation, interpretation, and providing access to historic properties owned and managed by other state agencies and preservation partners. SHPD has worked with DOFAW and Aha Hui Malama O Kaniakapupu for years to identify the needs of Kaniakapupu and determine a path forward for managing the site. We believe that the best path forward is to create a management plan that includes public outreach and interpretation of the site, as identified within DOFAW's 2018 application for HTA RFP #17-13 Kukulu Ola.

Though officially closed to the public, Kaniakapupu is never-the-less a popular venue for heritage tourists and hikers. The ruins are visited by thousands of locals and visitors to our islands every year. These unauthorized visits create an uncertain future for the vitality of the site. Visitors are often caught climbing the ruins and leaving more than offerings at the summer palace. Vandalism, graffiti, and damage to the site are a constant challenge. It is imperative for the long-term sustainability, preservation, and accessibility of the site for the DOFAW and its partners to develop and implement a plan focused on the management, protection, interpretation, and access of the

Ronald D. Rodriguez
August 3, 2017
Page 3

site. As such, we believe that DOFAW's proposal for Kaniakapupu Ruins Protection and Education Project is an excellent candidate for the Hawaii Tourism Authority's Aloha Aina Program.

We look forward to partnering with DOFAW to develop and implement their management plan which will allow locals and visitors to experience one of our most treasured sites while preserving and protecting it for future generations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Downer", with a long horizontal flourish extending to the right.

Dr. Alan Downer
Administrator
State Historic Preservation Division

Ryan Peralta
Forest Management Supervisor I
Department of Land and Natural Resources
Division of Forestry and Wildlife
2135 Makiki Heights Drive
Honolulu, Hawaii 96822
Ryan.K.Peralta@hawaii.gov

Aloha Mr. Peralta,

I support the proposal of the Division of Forestry and Wildlife for funding the Kaniakapūpū project. Kaniakapūpū is important in the concept of what makes Hawai'i unique.

There are archeological and cultural features there that link our people today to our history and culture. Without it, we are lessened in our identity and understanding of our past.

Kaniakapūpū is well deserving of preservation and protection. It would be good to have the Hawai'i Tourist Agency kokua in this project and give back to the people and culture of Hawai'i. I support full funding of this project and hope that the HTA will kokua in future efforts for preservation of this wahi pana.

Mālama pono,
Baron Ching, MD
Vice Chair, `Ahahui Mālama o Kaniakapūpū
bchingkahoola@gmail.com

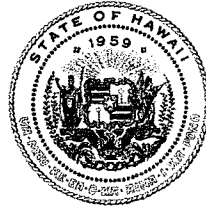
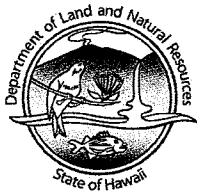
RFP CHECKLIST

This is a checklist to ensure you attach the following to complete your RFP submission. Attach this checklist at the beginning of your submission. You must return the following forms in the order listed below.

(Check each completed box)

- Form A: Applicant Information Form
- Form B: Proposal Form
- Form C: Itemized Budget Form
- Form D: Budget Narrative Form
- Form E: Confidentiality Agreement
- Form F: Other Attachments
 - A list of the Applicant's current Board of Directors if applicable, and/or leadership including names, titles and affiliations;
 - The Applicant's corporate resolution (*preferred*), or by-laws, or other documentation to verify the person(s) authorized to sign legal documents on behalf of the organization;
 - W9
 - Letters of Recommendation

DAVID Y. IGE
GOVERNOR OF
HAWAII



SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

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LAND
STATE PARKS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

DECLARATION OF EXEMPTION

Regarding the preparation of an environmental assessment under the authority of
Chapter 343, HRS and Chapter 11-200-8, HAR

Project Title: Kaniakapupu Ruins Protection and Restoration Project

Project Location: TMK (1) 2-2-054:001, Nu‘uanu, Honolulu, O‘ahu

Chapter 343 Trigger(s): Use of State Lands and Funds

Project Description:

This project will protect the Kaniakapupu Ruins by installing protective improvements and educational signage. Under the jurisdiction of the Division of Forestry and Wildlife (DOFAW), the site is located within the Honolulu Watershed Forest Reserve in a restricted watershed that is currently closed to the public. Due to a shortage of funding and staff, DOFAW has been unable to properly manage, protect, and control access to Kaniakapupu. Although public access is not permitted, this has not deterred people from going without authorization. There have been repeated acts of vandalism including graffiti, etching into walls, and moving pieces of the structure.

DOFAW is collaborating with Aha Hui Malama o Kainakapupu, the State Historic Preservation Division, and other community members and groups to implement a plan to better protect and preserve the site, while allowing visitors to learn about and experience it in a respectful way. Interpretive educational signage will be installed at trail heads, entrances to access cultural/historic sites, and at existing historic features to educate the public. Existing felled trees will be used as “low-impact” barriers to define walking paths along the perimeter of historic and cultural features. The walking paths will be lined with a layer of mulch chips, also created from the existing felled trees.

Consultation:

The State Office of Environmental Quality Control (OEQC) recommends proposing or approving agency to consult with agencies or individuals having jurisdiction and expertise before declaring a project to be exempt from preparing an environmental assessment. A copy of the draft declaration of exemption was transmitted to the Office of Coastal and Conservation Lands, the Office of Hawaiian Affairs, and the State Historic Preservation Division. These parties provided the following comments regarding the declaration of exemption from the preparation of

an environmental assessment under the authority of Chapter 343, Hawaii Revised Statutes (HRS), and Section 11-200-8, Hawaii Administrative Rules (HAR).

Office of Coastal and Conservation Lands – No objections

State Historic Preservation Division (SHPD) – No response received by suspense date. SHPD previously submitted a letter of support for the project during the grant application phase. The letter expresses interest and support in partnering with DOFAW to develop and implement a management plan that will identify the best ways to manage and protect the site.

Office of Hawaiian Affairs – No objections

Exemption Classes & Descriptions:

Activities and actions associated with this project fall under the following Exemption Classes and Descriptions which are included in the Exemption List for the Department of Land and Natural Resources (approved by the Environmental Council on June 5, 2015)
http://oeqc2.doh.hawaii.gov/Agency_Exemption_Lists/State-Department-of-Land-and-Natural-Resources-Exemption-List-2015-06-05.pdf

Exemption Class 3

Construction and location of single new, small facilities or structures and the alteration and modification of same and installation of new, small, equipment and facilities and the alteration and modification of same including but not limited to: (A) Single family residences not in conjunction with the building of two or more such units; (B) Multi-unit structures designed for not more than four dwelling units if not in conjunction with the building of two or more such structures; (C) Stores, offices and restaurants designed for total occupant load of twenty persons or less, if not in conjunction with the building of two or more such structures; and (D) Water, sewage, electrical, gas, telephone, and other essential public utility services extensions to serve such structures or facilities; and (E) accessory or appurtenant structures including garages, carports, patios, swimming pools, and fences.

4. Construction and location of new, small facilities or structures necessary to support or enhance public recreational use of state lands and waters, such as comfort stations and related individual wastewater disposal systems, sanitation facilities, outdoor showers, signage, interpretive kiosks, viewing platforms, pavilions, shelters, tables, grills, cabins, campgrounds, lifeguard stations, improvements necessary for compliance with the Americans with Disabilities Act, and other similar structures.”

9. Construction of security features, including fencing, gates, cameras, lighting, and other similar items.

Exemption Class 4

Minor alteration in the conditions of land, water, or vegetation.

2. Construction of walkways and pathways and installation of guard rails, handrails, ramps, and other similar items.

Determination:

The Board of Land and Natural Resources has considered the potential effects of the above listed project as provided by Chapter 343, HRS and Section 11-200-8 HAR. The Board of Land and Natural Resources declares that this project will likely have minimal or no significant impact on the environment and is therefore exempt from the preparation of an environmental assessment under the above exemption classes.

Suzanne D. Case, Chairperson
Board of Land and Natural Resources

Date

EXHIBIT 2

MEMORANDUM OF AGREEMENT

MOA 18129

BETWEEN

THE HAWAI'I TOURISM AUTHORITY

AND

THE DEPARTMENT OF LAND AND NATURAL RESOURCES

I. This Memorandum of AGREEMENT (hereinafter "MOA") is entered into as of the date of execution by the **HAWAI'I TOURISM AUTHORITY**, an agency of the State of Hawai'i, acting by and through its Chief Executive Officer, George D. Szigeti, whose business address is 1801 Kalākaua Avenue, Honolulu Hawai'i 96815, ("HTA") and the **DEPARTMENT OF LAND AND NATURAL RESOURCES**, a department of the State of Hawai'i, by and through its undersigned Chairperson of the Board of Land and Natural Resources, State of Hawai'i, whose business address is Kalanimoku Building, 1151 Punchbowl Street, Honolulu, Hawai'i 96813 ("DLNR").

II. RECITALS:

Whereas on June 21, 2017, the HTA issued a "Request for Proposals for the 2018 Aloha 'Āina program, RFP No. HTA 17-14," as amended by Addendum 1 on July 11, 2017, and Addendum 2 on July 21, 2017 (cumulatively referred to herein as "RFP" and incorporated herein by reference as part of this MOA, with the exception of the following which will not apply to this MOA: the General Conditions, the insurance certificate requirement, the vendor compliance certificate requirement);

Whereas on August 4, 2017, the HTA received CONTRACTOR's Proposal in response to the RFP, including an executed "Applicant Information Form," a completed "Proposal Form," "Itemized Budget Form" and "Budget Narrative," and an executed "Confidentiality Agreement," that may have been revised or amended by CONTRACTOR, and was subsequently approved by HTA (cumulatively referred to herein as "PROPOSAL" and incorporated herein by reference as part of this MOA).

Whereas HTA desires to retain and engage the CONTRACTOR to provide the tourism-related activities and services described in CONTRACTOR's PROPOSAL and in this MOA, incorporated herein by reference; and, the CONTRACTOR is agreeable to providing said activities and services.

Whereas this MOA is for activities and services related to HTA's statutory duty to "develop, coordinate, and implement state policies and directions for tourism and related activities taking into account the economic, social, and physical impacts of tourism on the State, Hawai'i's natural environment, and areas frequented by visitors" pursuant to Section 201B-3(a)(14), Hawai'i Revised Statutes.

Whereas money is available to fund this MOA pursuant to Section 237D-6.5, Hawai'i Revised Statutes, in adequate amounts.

Whereas, pursuant to Sections 201B-3 and 201B-7, Hawai'i Revised Statutes, the HTA is authorized to enter into this MOA.

NOW, THEREFORE, in consideration of the mutual promises contained in this MOA, the HTA and the CONTRACTOR agree as follows:

III. SCOPE OF SERVICES:

A. CONTRACTOR will be responsible for:

1. Performing and providing, in a satisfactory and proper manner as determined by HTA, all the activities and services described in the PROPOSAL as **New Paths for Ka'ena Point** (hereinafter referred to as "PROJECT"), conducted in calendar year 2018;
2. HTA'S GOAL AND OBJECTIVES. CONTRACTOR acknowledges and agrees that a goal of this Contract is to support activities and services that protect Hawai'i's natural environment and preserve it for future generations, and will respect, enhance and perpetuate Hawai'i's natural resources to ensure a high level of satisfaction for residents and visitors by improving value-added amenities at natural resource sites; exploring innovative means to repair, maintain and improve Hawai'i's natural resources; raising awareness of all stakeholders about the responsible use of natural resources; increasing collaboration among government agencies, the visitor industry and the community; raising awareness of commercial operators, information providers and others about the responsible use of natural resources; and, reviewing and enforcing rules and develop certification programs for commercial operations in natural resource areas. CONTRACTOR also acknowledges and agrees that HTA had approved its PROPOSAL under HTA's Aloha 'Aina Program. CONTRACTOR shall

perform and provide the activities and services described in its PROPOSAL and conduct the PROJECT in a manner that will achieve this goal and objectives.

3. CONTRACTOR'S GOALS AND SURVEY. CONTRACTOR shall use its best efforts to achieve its 2018 expected goals described in its PROPOSAL to determine the benefits and success of CONTRACTOR's PROJECT. Additionally, CONTRACTOR shall use surveys and the source(s) for determining its Key Performance Indicators (KPI) described in the PROPOSAL.
4. MATCHING FUNDS. CONTRACTOR shall maintain a minimum of one to one (1:1) in matching funds to the amount of funds payable to CONTRACTOR under this Contract. CONTRACTOR shall be required to maintain a minimum of 20% of the matching funds in cash only and the remaining 80% of the matching funds may be in cash or the in-kind contributions described in the RFP, such as volunteer hours, supplies, or services contributed to the PROJECT. The required matching funds in cash shall not come from other Hawai'i state government sources, including the Office of Hawaiian Affairs, and other HTA programs or HTA's major contractors, such as the Hawai'i Visitors and Convention Bureau or its island chapters. Of the 20% in required cash matching funds, CONTRACTOR shall provide satisfactory proof of no less than half of match (10%) prior to the first payment made by HTA under this Contract, and satisfactory proof of the remaining half (10%) prior to final payment. Acceptable proof of matching funds includes but is not limited to: a letter of commitment, a copy of a check, receipts of deposit, or a copy of an agreement between the applicant and another sponsor.
5. EXPENDITURE ACCORDING TO APPROVED BUDGET. CONTRACTOR shall expend HTA funds in a manner described and consistent with the completed "Itemized Budget Form" provided by CONTRACTOR as part of its PROPOSAL, as revised or amended by CONTRACTOR and subsequently approved by HTA.
6. OUTREACH & COMMUNICATIONS PLAN. CONTRACTOR shall implement initiatives to promote the PROJECT through direct signage, leaflets, flyers, collateral material, social media, and/or other promotional initiatives described in the PROPOSAL. CONTRACTOR shall also provide to HTA the various items described below.
 - A. Visual Documentation. CONTRACTOR shall provide HTA the following:
 - i. Copies of all outreach and promotional materials;

- ii. A minimum of five (5) high resolution digital photographs (minimum 300 DPI) submitted in jpeg format;
 - iii. Appropriate release agreements allowing HTA and its approved marketing contract partners to use the above-described visual documentation for its promotional efforts.
- B. Summary Write-up and Photo. CONTRACTOR shall provide a two to three paragraph synopsis and one high-resolution photo describing the PROJECT that is suitable for publication in our HTA newsletters or promotional materials published and disseminated by HTA and its marketing contractor partners or the news media. The article shall be provided to HTA within thirty (30) days of contract execution.
7. PROJECT ACCESS. CONTRACTOR shall provide HTA with access to the PROJECT and all PROJECT related activities to review and monitor the PROJECT for evaluation. This may include members from each respective County, as they are acting as project evaluators on behalf of HTA.
8. HTA ADVERTISEMENT. CONTRACTOR's who produce a program for their project shall give HTA at least 60 days notice to produce an advertisement for that program. CONTRACTOR shall provide dimensions of ad and format.
9. HTA SPONSORSHIP. CONTRACTOR shall acknowledge HTA's support of the PROJECT, by utilizing the HTA's brand logo or other intellectual property in all of CONTRACTOR's printed promotional and outreach material. The "Hawai'i Tourism Authority" shall be credited as a sponsor on all outreach and promotional materials, as well as any outbound communication relating to the project funded under this contract.
10. FINANCIAL RECORDS. CONTRACTOR shall prepare and maintain financial records for the PROJECT that sufficiently and properly reflect all income and other sources of funds, and all direct and indirect expenditures of any nature related to the CONTRACTOR's performance of this Contract. These records shall be subject to any inspection, review, or audit by HTA.
11. PROGRESS REPORT. CONTRACTOR shall provide any progress report requested by HTA describing the status of all work required to be completed under this MOA, using the template provided by the HTA. The CONTRACTOR shall furnish any

additional reports or information that HTA may, from time to time, require or request.

12. FINAL REPORT. CONTRACTOR shall provide a final report regarding the completion of the activities, services, programs, and events described in the PROPOSAL using a template provided by HTA. The final report shall also include any recommendations for any future activity, service, program, event, or initiatives related to the PROJECT to achieve the HTA's goal for this Contract. CONTRACTOR shall also report on any information obtained through any survey and the actual results of any performance measurements obtained by CONTRACTOR and related to the conduct of the PROJECT, including a final schedule of the completed activities and events and an analysis of the actual results as measured against the key performance indicators (KPI) and expected goals provided by CONTRACTOR in the PROPOSAL. CONTRACTOR shall also submit with the final report a final schedule of all activities and events, and copies of advertising and promotional materials. CONTRACTOR shall use report templates provided by the HTA.

B. HTA will be responsible for:

1. Providing to CONTRACTOR access to HTA's global marketing contractors and partners as appropriate;
2. Providing to CONTRACTOR access to HTA's "Hawai'i Knowledge Bank" program as appropriate;
3. Providing to CONTRACTOR necessary intellectual properties as appropriate;
4. Providing to CONTRACTOR other resources as may be deemed appropriate by the HTA;
5. Providing to CONTRACTOR no more than **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, tax inclusive and subject to the availability of funds.

IV. COMPENSATION SCHEDULE

- A. The total compensation for all goods and services to be provided by the CONTRACTOR under this MOA shall be the total sum of money not to exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, tax inclusive and subject to the availability of funds. Payments shall be made by the HTA to the CONTRACTOR subject to the following provisions"

1. First Payment: An amount not to exceed **THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$32,500.00)**, tax inclusive, shall be paid to CONTRACTOR within thirty (30) days of the HTA's receipt and approval of the following: satisfactory proof of obtaining 10% of the required cash matching funds; the publicity article and photo; and proof of event listing on gohawaii.com, if applicable. If requested by HTA for its prior approval, CONTRACTOR shall also provide prior to any initial payment any revised or amended itemized budget, outreach and communication plan, and timeline of the activities and events related to the PROJECT; submitted with original invoice for said initial payment amount stated herein-above.
 2. Second Payment: An amount not to exceed **NINETEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$19,500.00)**, tax inclusive, shall be paid to CONTRACTOR within thirty (30) days of HTA's receipt and approval of the following: progress report; copies of all advertising and promotional activities to date; visual documentation; and, if applicable, a revised timeline, budget, and outreach and communication; submitted with original invoice for said amount on or about May 1, 2018..
 3. Final Payment: An amount not to exceed **THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00)**, tax inclusive, shall be paid to CONTRACTOR within thirty (30) days of HTA's receipt and approval of the following: (a) satisfactory proof of obtaining the remaining 10% of the required cash matching funds (20% total); (b) final written report; (c) final schedule of all activities and events; (d) copies of all advertising and promotional activities; (e) visual documentation; (f) satisfactory completion of all activities, services, and events related to the PROJECT and in accordance with the PROPOSAL and this Contract; submitted with original invoice within thirty (30) days after the completion of the event.
- B. Payments Not Final Acceptance. Progress or interim payments shall not be construed as final acceptance of any activity or service required under this Contract. The CONTRACTOR acknowledges and agrees to perform all the activities and services in accordance with this Contract for the total sum of money not to exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, tax inclusive, as specified above, and subject to the availability of funds.

- C. Invoice Receipt Date. Official invoice date is the date that the invoice and all deliverables are received and accepted by the HTA. All required deliverables must be received along with, or prior to, receipt of invoice. Invoices must be signed by Contractor in blue ink. Invoices submitted prior to receipt of the necessary deliverables will not be accepted and will have to be resubmitted. Fiscal year ends June 30 and entails the temporary shutdown of fiscal processes. Invoices received at the change of fiscal, between June 15 and July 31, may be subject to delays in processing.
- D. Non-allowable Expenses. CONTRACTOR's expenditures for the following activities or items shall not be funded by this MOA or paid by HTA:
1. Business or organizational start-up plans or activities;
 2. Fundraising for an event or activity to support CONTRACTOR's organization or a specific cause;
 3. Litigation fees and costs;
 4. Endowments;
 5. Real Property;
 6. Capital Improvements;
 7. Conferences or Conventions
 8. Salaries except as approved programmatic expense;
 9. Merchandising by using HTA funds to purchase goods to be resold for profit;
 10. Computer equipment; and,
 11. Reimbursement for pre-award expenditures or costs before execution of the MOA.
- E. The CONTRACTOR acknowledges and agrees that the availability of funds from the Tourism Special Fund established under the laws of the State of Hawai'i for any fiscal year (July 1 to June 30), shall initially be subject to the passage of a budget appropriation of public funds by the Legislature, and subsequently, to the approval of an allotment of the budgeted funds by the Governor, through the Director of Finance, State of Hawai'i. If there are insufficient funds appropriated, allotted, or otherwise made available to HTA to pay the CONTRACTOR under this MOA, the HTA may, without any liability to HTA, including consequential damages, reduce and amend the contracted amount of compensation previously payable to the CONTRACTOR, upon written notification by HTA to the CONTRACTOR and amendment of this MOA.

V. **AMENDMENTS TO AGREEMENT AND OTHER GENERAL REQUIREMENTS**

- A. This MOA may be amended through a mutually acceptable written statement.
- B. This MOA may be terminated by mutual agreement with thirty (30) days prior written notice.
- C. The validity of this MOA, and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, shall be governed by the laws of the State of Hawai'i.
- D. This agreement is not intended to create any rights, interest or remedies for any third party beneficiaries and third parties may not rely upon this MOA to assert any claim against the State or any State employee, whether individually or in their official capacity.
- E. The period of performance for this MOA shall be from the date of execution to **January 31, 2019**, unless this MOA is extended or sooner terminated as provided above.
- F. This MOA represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, understandings, or agreements, whether oral or written, of the parties regarding this matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Agreement no. 18129 per the below signatures:

HAWAI'I TOURISM AUTHORITY:

By _____
(Signature)

(Print Name)

(Title)

(Date)

THE DEPARTMENT OF LAND AND NATURAL RESOURCES

By _____
(Signature)

(Print Name)

(Title)

(Date)

[THE CONTRACTOR'S PROPOSAL IS INCORPORATED BY REFERENCE.]

[THIS IS THE END OF THE MOA.]

FORM A – APPLICANT INFORMATION FORM

2018 APPLICANT INFORMATION FORM for HTA RFP #17-14 ALOHA AINA

PROJECT INFORMATION:

Project Title: New Paths for Ka'ena Point

Project Date: January to December 2018

Project Location(s): Ka'ena Point State Park, O'ahu

Amount Requested from HTA: \$65,347.23

Total Estimated Budget for Entire Project: \$177,108.23

INFORMATION:

Legal Business Name: Department of Land and Natural Resources/Division of Forestry and Wildlife

Street Address: Kalanimoku Building, 1151 Punchbowl St. Room 325

Mailing Address: Kalanimoku Building, 1151 Punchbowl St. Room 325

City/State/Zip: Honolulu HI 96813

Website Address, if available: www.dlnr.hawaii.gov

Federal Taxpayer ID No: 99-0266119

State Taxpayer ID No: N/A

Project Location

Island Oahu

Statewide

Applicant is a (check one)

Non-profit entity

Government Entity

If "For Profit" specify type (LLC, Partnership, etc.): NA

Registered/Licensed in the State of: NA

PRIMARY RFP CONTACT PERSON:

This will be the person to whom HTA will send award notices, debriefing letters, and any RFP-related requests. Only one contact person allowed per application.

Name: Jaime Raduenzel
Title: Ka'ena Point Outreach and Education Specialist
Phone: 808-343-3520
Email: Jaime.L.Raduenzel@hawaii.gov

PRIMARY PROJECT CONTACT PERSON:

This will be the HTA's main contact if you are awarded a contract. Please list only one. Contractor will have the opportunity to provide additional contacts once contract is executed.

Name: Jaime Raduenzel
Title: Ka'ena Point Outreach and Education Specialist
Phone: 808-343-3520
Company email: Jaime.L.Raduenzel@hawaii.gov

PROMOTIONAL CONTACT PERSON:

This is the person you would like to list on promotional materials for more information about your project/festival/event (this can be the event organizer or a person designated to answer questions about the project):

Name: Jaime Raduenzel
Title: Ka'ena Point Outreach and Education Specialist
Phone: 808-343-3520
Company email: Jaime.L.Raduenzel@hawaii.gov

Check Payable and remittance address:

(Must be authorized to receive and dispense HTA funds):

Applicant Legal Name: Division of Forestry and Wildlife
Address: Kalanimoku, 1151 Punchbowl St. Room 325, Honolulu HI96813

(Certification Page Follows)

REQUIRED CERTIFICATION (Must be completed to be considered):

The undersigned authorized official acknowledges and certifies that the information contained in this proposal and application is true and correct to the best of my knowledge, has been duly authorized by the governing body of the organization. I also acknowledge, on behalf of the organization, that we accept the State's General Conditions (Exhibit 1) without exceptions, and that the Proposal is considered firm for one hundred twenty (120) days after the proposal's due date.

Mzoll

Aug 4, 2017

Signature of Authorized Official

Date

Marigold Zoll, Oahu Branch Forestry and Wildlife Manager

Print Name

Title

FORM B – PROPOSAL FORM

2018 PROPOSAL FORM HTA RFP # 17-14 ALOHA AINA

Project or Event: New Paths for Ka'ena Point

Applicant: Division of Forestry and Wildlife

A. Project Components (50% of Score):

A.1. OVERVIEW OF PROPOSED PROJECT: Provide a description of the proposed project, including the major activities and the project's history. Programming occurring in the Spring or Fall season, or throughout the year, will be given preference. (max 3000 characters)

The "New Paths for Ka'ena" project will enhance the visitor experience and protect important resources at Ka'ena Point State Park. A 2007 Hawai'i State Parks survey reported that Ka'ena is the third most visited park on O'ahu with 340,900 visitors annually, 24% of which were from out-of-state. State Parks has currently issued 5,250 vehicle access permits indicating the continued popularity of this site. New interpretive and directional signage will orient these numerous visitors to the many natural and cultural features of Ka'ena and inspire responsible use of the park.

The major challenges at Ka'ena include mitigating impacts of long-term use by off road vehicles, preventing off-roading in sensitive areas, and reducing human disturbance of seabirds and endangered Hawaiian monk seals. The Department of Land and Natural Resources (DLNR) recently established a partnership with the National Park Service Rivers, Trails, and Conservation Assistance Program (NPS-RTCA) to develop an interpretive plan and establish designated hiking and biking trails at Ka'ena Point State Park. The plan will rely on existing reports and management plans, visitor use surveys, and consultation with local area experts to develop signage to improve the visitor experience and develop best practices so that all users can experience Ka'ena's wealth of cultural, natural, and recreational amenities. The proposed project will also create a new position dedicated to implementing actions identified through strategizing with NPS-RTCA experts.

Hikers are often confused by the lack of clearly defined foot paths at Ka'ena and miss opportunities to see Hawaiian monk seals and native coastal plant communities, explore tide pools, and wonder about unique geological features. Wayfinding signage will drastically improve visitor experience by directing hikers to bypass muddy or dusty rutted-out roads and instead appreciate often overlooked assets and explore away from major vehicle access areas.

The project will install value-added amenities including one informational kiosk near the parking area and six interpretive signs adjacent to the trail. The informational kiosk will provide basic rules, safety and orientation information, seasonal changes like nesting seabirds, guided hikes and volunteer opportunities. The locations of interpretive signs will be identified in collaboration with NPS-RTCA to best reduce user conflicts by providing guidelines on appropriate wildlife viewing and to foster an appreciation of Ka'ena's unique coastal dune ecosystem and significant cultural sites.

Trail markers will guide visitors along designated paths to recreational spots, lookouts and outstanding natural resources. Visitor experience on trails will also be enhanced by the removal of invasive plant species and outplanting of native plants through community and volunteer participation. Trail improvement will also support native plant communities and keep visitors from disturbing sensit

A.2. How does your project meet the goals and objectives of this HTA program? (max 1000 characters)

The installation of key signage will increase the level of satisfaction for park visitors, reduce visitor related impacts to native species and geologic features, and enhance the wellbeing of the state park. In collaboration with the NPS-RTCA experts an informational kiosk will be designed to answer questions people have before beginning their visit and provide need-to-know orientation information related to a safe, comfortable and meaningful experience. Compelling interpretive signage will increase visitors' understanding of Ka'ena's natural resources, identify plant and animal species of interest, and promote good stewardship. Directional signage will add value to visitor experiences by guiding hikers and cyclists away from major vehicle access areas and toward Ka'ena's spectacular coastal resources and safe trails. Restoration work along trails will increase awareness of the resources by collaboration with community members, school groups and volunteers.

A.3. Identify the relationship to the community and how it fulfills the needs of the community. Identify all entities that support or are directly involved in this project. Letters from community organizations and businesses acknowledging this relationship are encouraged. (max 1000 characters)

The community has been extensively engaged in the protection of Ka'ena's natural resources through DLNR's outreach for the installation of a predator proof fence and the implementation of vehicle permits. A large constituency continues to urge DLNR to educate visitors to encourage respect for and responsible use of Ka'ena's environmental assets. Regular park users, including fishers, frequently request signage to achieve this goal.

Camp Mokuleia and YMCA's Camp Erdman are nearby youth organizations that frequently visit Ka'ena, as well as Sierra Club, Kupu and Punahou School. The project will create service learning opportunities in resource management and restoration for these groups and others around O'ahu.

Scientists at Pacific Rim Conservation and the National Oceanic and Atmospheric Administration also support visitor education leading to responsible use of Ka'ena's seabird and monk seal habitat.

A.4. Does this proposed project improve on the current situation? Does this proposed project provide for an innovative, new solution? Provide specific examples. (max 1000 characters)

This project will provide orientation information and interpretation for the first time. Current signage for vehicle access information and Hawai'i Administrative Rules will be incorporated into the informational kiosk to minimize visual impact and increase visitor engagement.

The project will be overseen by DLNR's Ka'ena Point outreach specialist. Hired in February 2017, this innovative new position will use years of outreach and communication experience to implement the proposed signage project. In addition, a new staff position will dedicate 100% of time to the proposed project to conduct visitor surveys, identify service projects, lead volunteer groups, assist with the development of signage content, and provide guided hikes for visitors. Together the positions will be able to be present 7 days a week. Having both clear signage and consistent staff presence will have a significant impact on visitor satisfaction and will increase safety for both park users and natural resources.

A.5. **MARKETING & COMMUNICATIONS PLAN:** Describe your marketing & communications activities to attract target audiences(s), including residents and pre- and post- arrival visitors. Show the ability to reach the right target audiences to ensure visitor and resident attendance and/or participation goals. Demonstrate how there is sufficient reach, frequency, and other measures to be effective. Activities should be timed appropriately to affect awareness, consideration and conversion of audience. Provide specific examples of past activities and performance, if applicable.

A.5.a. Who is your target audience and why? (max 1000 characters)

The number of visitors recorded in the 2007 study (340,900 annually) has surely increased, particularly after tremendous public outcry over the killing of Laysan Albatrosses in 2015. Staff observes that the parking lot is full throughout the day, an estimated 50 vehicles, on most weekends and holidays. State Parks has also issued 5,250 vehicle permits.

Ka'ena's visitors are diverse and include Hawai'i residents and tourists from around the world. The majority of visitors, locals and tourists alike, are unfamiliar with the natural ecosystems at Ka'ena. The project's audience will include anyone who would like to learn more about the place they are visiting including frequent visitors, local community members, recreational users, conservation community, schools, as well as international visitors. All of these visitors constitute the target audience and will benefit from an improved appreciation for and responsible use of Ka'ena's natural resources.

A.5.b. How do you intend to reach the target audience to attend your project? Be specific (e.g. use of social media, use of advertising, use of public relations, other promotional efforts). Provide specific examples of past activities and performance. Identify specific visitor-related marketing and promotional efforts. (max 4500 characters)

Outreach staff will have direct communication with visitors during surveys to gather data on visitor characteristics and park use. Visitor surveys will be conducted in-person and provide an opportunity to tell visitors about the project and how the data will be used. Vehicle permit holders will also be surveyed and informed of the project via an online survey.

In April, large signs funded by HTA were installed around O'ahu at DLNR's small boat harbors and popular trailheads to promote the responsible use of natural resources. Twenty-five large "Mālama Hawai'i" signs depict a map of O'ahu to direct visitors to popular hiking, snorkeling, picnicking, and scenic vistas, including Ka'ena Point State Park. DLNR outreach staff regularly use another 5 large, portable signs at outreach events like fairs and festivals. Additionally, DLNR distributes a comprehensive brochure of Hawai'i State Parks with photos and descriptions of available facilities and activities for each park. Ka'ena has been selected for the cover of the brochure to be distributed in 2018.

Ka'ena's outreach staff is currently developing a mobile display specific to Ka'ena for use in outreach events and will be joining island-wide DOFAW outreach staff in numerous events in 2018. During the last 12 months, DOFAW O'ahu outreach staff have participated in 39 major fairs and festivals to educate participants and recruit volunteers. The proposed project will be promoted and volunteers will be recruited at a similar number of events next year.

DLNR has an informative website and Facebook page that will promote the completion of the proposed project. One component of this website is "ivolunteer" which is used to recruit and track volunteers. All volunteer opportunities to support this project will be posted on ivolunteer. DLNR will also issue press releases on project implementation and completion and at important milestones. The DLNR's public information office will also coordinate a media event at the completion of the project.

Additional visitor-related marketing will be done by posting volunteer opportunities through Travel2Change and Conservation Connections.

A.5.c. Provide an overall work plan with estimated timeline for the project implementation, including a) start dates, b) end dates, c) description of activity and completion of major milestones in the project. To enter formatted text, create text in a Word doc first then copy and paste into text block. (max 3000 characters)

*project areas where NPS-RTCA will provide technical support

VISITOR USE SURVEYS

February – March: Conduct visitor use surveys developed with NPS-RTCA specialists*

April: Analyze data to guide signage project, adjust sign/trail marker locations as needed, map out sensitive areas*

November – December: Conduct visitor use survey after completion of project

INFORMATIONAL KIOSK

January – March: Finalize location of informational kiosks at parking areas*

Determine safety and orientation information to include*

Draft sign copy*, route for review and approval

April: Create map showing designated hiking and bike trails

Complete design layouts with final copy and map, route for approval

May: Order kiosk for fabrication

June: State Parks maintenance staff install sign

INTERPRETIVE SIGNS

January – March: Identify locations near surroundings that complement signage content and in a safe/accessible place*

Review research materials and select site-specific graphics

Acquire high-resolution images from archives as needed

April – June: Develop compelling interpretive titles and draft sign copy*

Complete design layouts with final copy, route for approval

August/September: Order signs for fabrication

October: State Parks maintenance staff install signs

OUTPLANTING NATIVE SPECIES at Designated Trail

January – February: Select priority areas along trail for restoration, consider high visibility and accessibility of area near trail head at parking lot*

Collect seeds from native species at Ka'ena

Order and install catchment tank with help from staff and volunteers

March – December: Utilize volunteers to grow common natives at Ka'ena outreach baseyard

DLNR horticulturalist will grow additional native plants appropriate for Ka'ena

Schedule volunteer groups and individuals to weed and outplant Utilize existing volunteers and recruit new

WAYFINDING SIGNAGE

January to April: Identify locations for trail markers using community feedback and visitor surveys (estimate an approximate 30 locations) *

May: Order trail markers June: State Parks maintenance staff install trail markers

MEDIA EVENT to celebrate the completion of the project, October: DLNR issues press release

B. Project Impact (20% of Score): These indicators of success should reflect measures that can be reliably and accurately attained, and that demonstrate a successful project, as articulated in the proposal outline. While some measures may be qualitative, please provide detailed quantifiable values where possible. Additional measures are encouraged and should relate to one or more of the objectives for the CEP as described above in Section II. of this solicitation.

B.1 These are the Key Performance Indicators (KPIs) that you are responsible for reporting

- a. Number of on-island residents attending and/or participating in the proposed project
- b. Number of neighbor island residents attending and/or participating in the proposed project
- c. Number of out-of-state visitors attending and/or participating in the proposed project detailed by the U.S. state and international country
- d. Satisfaction level of attendees (majority are satisfied; likelihood to return)
- e. Number of visitors who came to Hawaii for the specific event/project
- f. Number of visitors who came to the event/project due to your promotions/advertising (call to action)
- g. Media metrics
- h. Social media analytics
- i. Advertising analytics

Attendance	2018 Expected Goal	Most Recent Actual Figures (specify year)
No. of <u>on-island</u> residents attending and/or participating in the proposed project	220,235	259,100 resident2007
No. of <u>neighbor-island</u> residents attending and/or participating in the proposed project	61,015	unavailable
No. of <u>out-of-state</u> residents attending and/or participating in the proposed project detailed by U.S. State	93,750	unavailable
No. of <u>out-of-state</u> residents attending and/or participating in the proposed project detailed by international country	93,750	86% N. America2007
No. of visitors who came to the event/project due to your promotions/advertising (call to action)	7,500	unavailable

Satisfaction Level	2018 Expected Goal	Most Recent Actual Figures
Percentage who are satisfied	85%	unavailable
Percentage who are likely to return to the project in the future	60%	unavailable

Media Measures	2018 Expected Goal	Most Recent Actual Figures
Number of Impressions – Print	209,915	unavailable
Number of Impressions – Online	734,702	unavailable

Social Media Metrics	2018 Expected Goal	Most Recent Actual Figures
No. of social media posts	18	unavailable
Cumulative Fan Base	100,000	unavailable
Average Applause Rate (Facebook likes, Instagram hearts, etc.)	2,400	unavailable
Average Amplification Rate (number shares)	1,800	unavailable

Other Metrics	2018 Expected Goal	Most Recent Actual Figures
total visitors	375,000	340,900 2007 Survey
resident visitors	281,250	259,100 2007
out-of-state visitor	93,750	81,800 2007

B.2. Describe how the data will be collected. What kind of surveys will be administered? How will attendance be tracked and verified? What will be the source of your media metrics? (max 4000 characters)

Effective planning for interpretive and directional signage requires a thorough and accurate understanding of park visitors. DLNR will work with the National Park Service Rivers, Trails and Conservation Assistance program to develop visitor use surveys to document general visitor and visit characteristics and to associate visitor behavior with resource condition. Surveys will also ask visitors to report on their use and evaluation of interpretive and directional signage. The first visitor use survey will be conducted in early 2018 while the development of signage content moves forward. The data will be analyzed in April and the location and content of signage adjusted as needed. The visitor use survey will be conducted again after the completion of the proposed project in November/December 2018.

All key performance indicators required by the Aloha 'Āina Program will be collected in the visitor use surveys. Social media metrics will be collected through DLNR's Facebook page.

C. Organizational Capacity (10% of score): Ability to produce, implement and execute the project, demonstrated success, expertise, and past performance.

C.1. QUALIFICATIONS OF ORGANIZATION: Provide a description of the organization, its qualifications and experience specifically related to the proposed project. (max 2000 characters)

The State DLNR staff have decades of experience administrating and coordinating similar projects, as well as the legal authority to undertake these types of activities. General qualifications for branch managers include supervisory capacity for conservation and restoration field crews and administrative capacity. The DLNR also has accountants and contract specialists, a human resources department, and other administrative and procurement specialists.

DLNR has been managing Ka'ena for its unique dune ecosystem for over four decades. Kaena Point has been a high priority for DLNR as an area of focus for planning and improvement. Many Divisions within the DLNR will contribute to this project, with expertise and experience in terrestrial and marine biological resources, conservation enforcement, cultural resources, and recreational issues. Kaena Point has been the responsibility of several different Divisions within the Department of Land and Natural Resources over the past decades, mostly either Division of State Parks or Division of Land Management. In 1978, under the leadership of the Division of State Parks, a master plan was developed that addressed many of the same issues faced today. DLNR has an extensive network of partners that also work in similar ecosystems who will serve as support team for this project. Feasibility studies and baseline information is available from previous and ongoing surveys and planning efforts that have documented: species populations, overall ecosystem health, and damage and threats to these ecosystems. The DLNR's Ocean Resources Management Plan for Kaena has closely compiled and documented the known threats to these ecosystems, especially the incidence of illegal off-road activities which is a priority threat addressed by this project. DLNR has sufficient facilities and equipment to contribute to this project, such as 4WD vehicles, baseyards, storage facilities, low-elevation nurseries, and monitoring and data-gathering technology.

C.2. PROJECT TEAM: Describe the qualifications and expertise of the project team. Identify the lead individuals responsible for implementing the project. (max 2000 characters)

Marigold Zoll, DOFAW O'ahu Branch Manager, supervises efforts to restore the protected coastal ecosystem and played a lead role in the implementation of the vehicle access permitting system and supervises the outreach specialist. State Parks' archaeologist, Holly McEldowney, and Interpretive Program Manager, Martha Yent, will advise on the proposed project. Both have long-term commitment to the research and preservation of cultural resources their expertise will ensure that no historic properties are damaged by the project. In addition, Martha established State Parks' standards for signage and will provide review and guidance. Former members of DLNR's Ka'ena Point Advisory Group and State staff with expertise in trail development and maintenance, horticulture, ecosystem restoration, and wildlife will also act as consultants.

The Ka'ena Point Outreach and Education Specialist, Jaime Raduenzel, will be the project lead. This new position is the first to focus on interpretive planning for the park. Jaime has more than 19 years of experience interpreting and managing natural and cultural resources in a wide variety of settings. She has developed educational materials, including interpretive signage, for Lincoln Park Zoo and the Field Museum in Chicago and Waimea Valley Audubon Center in Hawai'i. Jaime was the Cultural Resources Outreach Specialist for the U.S. Army Garrison-Hawai'i for 8 years and provided interpretation at ahupua'a near Ka'ena. Volunteer recruitment, training and supervision has been an important element of her jobs throughout her career.

Technical support for the proposed project will be provided by the National Park Service Rivers, Trails and Conservation Assistance (NPS-RTCA) program. NPS-RTCA Regional Program Manager, Meredith Speicher, will assist with planning and strategizing for improving visitor experiences at Ka'ena. Meredith has provided technical assistance to protect public resources for 10 years throughout the state of Hawai'i

RFP #: 17-14

PROJECT/EVENT: New Paths for Ka'ena Point

APPLICANT: Division of Forestry and Wildlife

ITEMIZED BUDGET FORM

EXPENSES	HTA CASH Request	OTHER CASH	IN-KIND	TOTAL PROJECT BUDGET
Please list specific project expenses and group expense items by category as appropriate (i.e. Program, Marketing, Administration):				
Program				
Interpretive Signage	\$ 19,559.00			\$ 19,559.00
Directional Signage	\$ 7,187.23			\$ 7,187.23
Outreach Specialist (30%)			\$ 15,225.00	\$ 15,225.00
NPS RTCA Planner			\$ 12,500.00	\$ 12,500.00
Field Technician (100%)	\$ 30,000.00	\$ 25,000.00		\$ 55,000.00
Volunteer Hours (\$23.80/hr)			\$ 45,696.00	\$ 45,696.00
Materials/Supplies				
to complete sign installation		\$ 1,940.00		\$ 1,940.00
to support volunteer projects		\$ 3,194.00		\$ 3,194.00
Administration				
DLNR administrative costs (10%)	\$ 8,206.00	\$ 8,206.00		\$ 16,412.00
Global Tourism Summit Expenses				
registration fee	\$ 395.00			\$ 395.00
TOTAL EXPENSES	\$ 65,347.23	\$ 38,340.00	\$ 73,421.00	\$ 177,108.23

INCOME	HTA CASH Request	OTHER CASH	IN-KIND	TOTAL PROJECT BUDGET
HTA Request	\$ 65,347.23			\$ 65,347.23
Organizations's Contribution		\$ 38,340.00	\$ 60,921.00	\$ 99,261.00
Other Sponsors/Sources: NPS RTCA in-kind match for staff time			\$ 12,500.00	\$ 12,500.00
TOTAL INCOME	\$ 65,347.23	\$ 38,340.00	\$ 73,421.00	\$ 177,108.23

Please see Revised Budget for an HTA contribution of \$65,000 attached to end of proposal.

FORM D – BUDGET NARRATIVE FORM

2018 RFP BUDGET NARRATIVE FORM RFP # 17-14 ALOHA AINA

Project or Event: New Paths for Ka'ena Point

Applicant: Division of Forestry and Wildlife

Provide a detailed description of the proposed budget for your project, including all major expenses.
(max 3000 characters)

Interpretive Signage (\$19,559) Each informational kiosk with QR codes, two bulletin case at \$4,505 each, two 24"x36" upright signs at each \$1,205, six 36"x24" cantilevered signs at \$802 each, four 24"x36" sign panel at \$300 each, and freight of \$2,127. Each sign will be ordered in duplicate for installation at both Mokuleia and Keawa'ula Sections of park. Quote provided by Pannier Graphics. Full amount of funds requested from HTA. HTA will be credited on all printed materials associated with this project. DOFAW will contribute 4 already purchased 24" x 36" cantilevered low profile exhibit bases. State Parks maintenance staff will install.

Directional Signage (\$7,187.23) An estimate was obtained from Baldwin Design Works for 4"x4" posts of 100% recycled lumber, Thirty 36" above ground trail markers at \$100 with Fifty 3.5"x3.5" universal symbols for hiking, cycling, recreation at \$22 each. Freight was quoted at \$3,087.23. Full amount of funds requested from HTA. State Parks maintenance staff will install.

Outreach Specialist (\$15,225) Oversees project and volunteers to ensure completion of project by end date. Will dedicate a minimum of 30% of time to project. Hourly rate is \$24.40 x 12hrs per week for 52 weeks = \$15,225. Full amount to be funded by DOFAW, counted as IN-KIND MATCH.

NPS-RTCA Planner (\$12,500) Will work closely with DLNR staff in planning and executing project. Full amount to be funded by NPS and counted as IN-KIND MATCH.

Field Technician (\$55,000) to cover salary, fringe benefits and administrative costs for this new position through the PCSU. Tech will conduct visitor surveys, identify service projects, lead volunteers, develop signage content, and provide guided hikes to visitors. Will dedicate 100% of time to proposed project. \$30,000 requested from HTA with \$25,000 CASH MATCH contributed by DOFAW.

Volunteer Hrs. (\$45,696) To be involved in native ecosystem restoration 2 volunteer days each month for 4 hours each with an average of 20 volunteers per month. Hourly rate for Hawaii provided by independentsector.org is \$23.80. 96 hours in project year x \$23.80 x 20 volunteers = \$45,696. Volunteer hours to be counted as IN-KIND MATCH.

Materials/Supplies

Items to complete signs: (\$1,940) Cement for installation calculated at quikrete.com. Replication and use fees of archival photos from Bishop Museum eight at \$55 each. Full amount to be funded by DOFAW, counted as CASH MATCH.

Items to support volunteer work: (\$3,194) Includes cost and shipping of catchment tank for \$1,168.30 from Chemtainer of Hawaii as well as a shade tent, pots, media and water carriers. Full amount to be funded by DOFAW, counted as CASH MATCH.

ADMINISTRATIVE DLNR's administrative costs at a rate of 10% (\$16,412) will be included for administrative costs of the project. 5%, or \$8,206, requested from HTA with 5% CASH MATCH contributed by DOFAW.

GLOBAL TOURISM SUMMIT Registration fee for 2018 conference (\$395)

Confidentiality Agreement

THIS AGREEMENT is entered into and is effective as of August 4, 2017, 2017
(the "**Effective Date**") between Hawai'i Tourism Authority (the "**HTA**") and
Division of Forestry and Wildlife ("**Contractor**").

The parties acknowledge that the HTA and Contractor are in discussions about a potential business relationship between them (the "**Business Relationship**") in connection with which certain Confidential Information (as defined below) of HTA and Contractor may be disclosed to the other party. In consideration of the mutual covenants set forth below, HTA and Company each agree as follows:

Confidential Information. As used in this Agreement, the term "Confidential Information" means all information, whether or not reduced to writing, related to the potential business relationship or to the business of either party or its affiliates that (a) is disclosed by one party or its Representatives (as defined below) (the "Disclosing Party") to the other party (the "Recipient") or observed by the Recipient on the Disclosing Party's premises, and (b) is identified as confidential or other similar designation by the Disclosing Party, or would otherwise reasonably be understood to be confidential under the circumstances. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including data base or compilations of visitor or customer information or surveys), intellectual property developed on behalf of the HTA, programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including visitor data and sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information (including marketing programs, activities, or initiatives), research and development information (including visitor statistics and market intelligence), information about existing and future services and products, and information about personnel matters of the Disclosing Party or its affiliates. Confidential Information also includes information disclosed by a third party that otherwise meets the foregoing definition, and the fact that negotiations are taking place hereunder.

Exclusions. For purposes of this Agreement, the term "Confidential Information" does not include any data or information which: (a) the Recipient can establish was already known by the Recipient at the time of disclosure hereunder by the Disclosing Party; (b) is or becomes generally known to the public other than as a result of a disclosure by the Recipient; (c) is received by the Recipient from a third party, without restriction on disclosure, and without breaching any obligation of confidentiality about which the Recipient knew or should have known; or (d) is independently developed by the Recipient without use, directly or indirectly, of Confidential Information received from Disclosing Party, as demonstrated from the written records of the Recipient.

Permitted Disclosures. Disclosures of the Confidential Information of the Disclosing Party may be made only to affiliates, employees, agents, advisors or independent contractors of the Recipient who are directly involved in performing or evaluating the Business Relationship, and who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement (collectively, "Representatives"). The Recipient agrees to instruct each of its Representatives to maintain the confidentiality of all of the Confidential Information, and will be liable for any unauthorized disclosures of Confidential Information by the Recipient's Representatives. Neither party will directly or indirectly contact, or discuss the Business Relationship contemplated under this Agreement, with any person who is not a designated Representative of the other party.

Confidentiality and Non-Use of Confidential Information. Each of the parties hereto and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the other party, and (b) must not

use the Confidential Information of the other party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, will the Recipient reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information of the other party to any person or entity without the consent of the Disclosing Party. Each party understands that in addition to its obligations to the other party under this Agreement, it may not use any Confidential Information of the other party in violation of any federal or state securities laws governing insider trading. Each party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company.

Mandatory Disclosure. If Confidential Information is required to be produced by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient must not produce or disclose any such Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient will only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required for the Recipient to comply with law.

Return of Materials. Within ten (10) days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) deliver to the Disclosing Party all tangible materials containing or embodying the Confidential Information; and (b) purge all electronic materials containing or embodying the Confidential Information, and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent such notes, analyses or reports contain Confidential Information, and the Recipient will certify such destruction within such ten (10) day period.

Rights and Ownership. Recipient acknowledges and agrees that any Confidential Information is the sole and exclusive property of the Disclosing Party (or a third party providing such information to the Disclosing Party). Except as expressly herein provided, this Agreement will not be construed as granting or conferring to either party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other party, including any intellectual property rights. This Agreement will also not create any exclusive business relationship or other rights or obligations between the parties, nor require the parties to enter into any other definitive business agreement.

Competitive Information. Each of the parties acknowledges and understands that the other party may now market or have under development products or services which are competitive with products or services now offered or which may be offered by the other party, and, except as expressly set forth in this Agreement and the External Destination Marketing Management Services Agreement entered into between the parties (if any), the parties' communications hereunder will not serve to impair the right of either party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other party, nor require either party to disclose any planning or other information to the other party.

Duration. This Agreement and the obligations of confidentiality set forth herein will commence on the date first above written and will continue (a) with respect to Confidential Information which qualifies as a trade secret under applicable law, at all such times thereafter as it so qualifies, and (b) with respect to all other Confidential Information, for a period of two (2) years after the date of disclosure of such information.

Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains any confidential or proprietary information of any third party, such third party has authorized the disclosure of such information. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

Notices. All notices under this Agreement will be in writing and will be deemed properly delivered when (a) delivered personally, (b) sent by facsimile to the fax number of the other party set forth below, with receipt confirmed, or (c) mailed by certified mail, postage prepaid to the address of the other party set forth below. Notices will be effective upon receipt.

Miscellaneous. The rights and obligations of the parties will inure to the benefit of, will be binding upon, and will be enforceable by the parties and their lawful successors. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in writing signed by both parties.

This Agreement will be governed by and construed in accordance with the laws of the State of Hawai'i. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover actual, reasonable attorneys' fees. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision will be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement will in no way be affected and will remain valid and enforceable for all purposes.

IN WITNESS WHEREOF, this Confidentiality Agreement has been executed and delivered as of the date first above written.

THE HAWAII TOURISM AUTHORITY	CONTRACTOR:
Signed:	Signed: <i>M Zoll</i>
Name:	Name: Marigold Zoll
Title:	Title: DOFAW Oahu Branch Manager
Address: Hawai'i Convention Center, First Level 1801 Kalākaua Avenue Honolulu, Hawai'i 96815	Address: 2135 Makiki Heights Drive Honolulu, HI 96822
Fax: 808-973-2253	Fax: 808-973-9781

RFP CHECKLIST

This is a checklist to ensure you attach the following to complete your RFP submission. Attach this checklist at the beginning of your submission. You must return the following forms in the order listed below.

(Check each completed box)

- Form A: Applicant Information Form
- Form B: Proposal Form
- Form C: Itemized Budget Form
- Form D: Budget Narrative Form
- Form E: Confidentiality Agreement
- Form F: Other Attachments

- A list of the Applicant's current Board of Directors if applicable, and/or leadership including names, titles and affiliations;
- The Applicant's corporate resolution (*preferred*), or by-laws, or other documentation to verify the person(s) authorized to sign legal documents on behalf of the organization;
- W9
- Letters of Recommendation

Attachments:

Letter of Support/Commitment National Park Service Rivers, Trails, and Conservation Assistance Program

Letter of Support/Commitment Division of State Parks

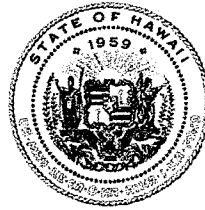
Letter of Support Pacific Rim Conservation

Letter of Support National Oceanic and Atmospheric Administration (indirect)

Letter of Support North Shore Community Land Trust (indirect)

Adobe Sign Document History

DAVID Y. IGE
GOVERNOR OF
HAWAII



SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

Chairperson

Suzanne Case
DLNR Main Office
Kalanimoku Building
1151 Punchbowl St.
Honolulu, HI 96813
808-587-0400

Division of Forestry and Wildlife
Administrator

David Smith
Kalanimoku Building
1151 Punchbowl St., Room 325
Honolulu, HI 96813
808-587-0166

Division of Forestry and Wildlife
Oahu Branch Manager

Marigold Zoll
2135 Makiki Heights Drive
Honolulu, HI 96822
808-973-9782

Division of State Parks
Administrator

Curt Cottrell
Kalanimoku Building
1151 Punchbowl St., Room 310
Honolulu, HI 96813
808-587-0300



United States Department of the Interior



NATIONAL PARK SERVICE
Pacific West Region, Honolulu Office
300 Ala Moana Blvd, Box 50165
Room 6-226 Honolulu, HI 96850-0053

IN REPLY REFER TO:

August 2, 2017

Re: Ka'ena Point State Park Interpretive and Directional Signage

To the Hawaii Tourism Authority,

This letter is to inform you that the Department of Land and Natural Resources, State Parks Division has applied for a technical assistance grant from the National Park Service Rivers, Trails, and Conservation Assistance Program (NPS-RTCA). Based on the excellent grant application, meetings at Ka'ena Point and previous work with partners, it is highly likely that the state will be awarded the assistance for 1-3 years. Each year the estimated dollar amount of professional support is about \$12, 500. The technical assistance grant will provide additional capacity by NPS-RTCA staff to do the research and outreach to develop a comprehensive survey to help inform the visitor services and interpretation plan. The goal will be to enhance the visitor experience, trails, and reduce conflict among the various users at the park.

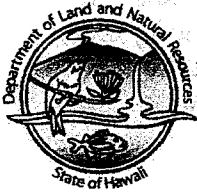
Interpretive and way-finding signs will greatly assist visitors to the park and help increase the cultural and natural resource awareness, conservation, and safety while visiting the site. We support the idea of the signage plan and will be working with the state, community, and various users and stakeholders to improve the experience and resources at the park. Volunteer and community stewardship projects are also being pursued, and with better protection for dune restoration, support will be able to be sustained through protection of restoration projects.

Thank you for this grant opportunity. Please feel free to contact me with any questions or concerns.

Sincerely,

Meredith Speicher
National Park Service Rivers, Trails, and Conservation Assistance Program
Meredith_Speicher@nps.gov, 808-428-7044

DAVID Y. IGE
GOVERNOR OF
HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

August 1, 2017

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

CARTY S. CHANG, P.E.
INTERIM FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

Ronald D. Rodriguez
Hawai'i Tourism Authority
1801 Kalākaua Avenue
Hawai'i Convention Center, First Level
Honolulu, Hawai'i 96815

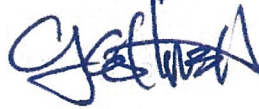
Aloha Mr. Rodriguez:

I am writing this in strong support for the Department of Land and Natural Resources' application for funding from the Hawai'i Tourism Authority Aloha 'Āina Program for the "New Paths at Ka'ena Point" project. The Division of State Parks (DSP) is committed to supporting the proposed project through oversight and sharing of numerous resources such as funds, equipment and supplies, and extensive staff expertise.

DSP currently shares oversight of the Ka'ena Point Outreach Specialist with the Division of Forestry and Wildlife. DSP provides office space and storage in two containers located near Ka'ena's parking and vehicle access gate in the Mokuleia Section. This park is heavily used by both resident and non-resident hikers and vehicular users that include fishers, site seers and oftentimes illegal and environmentally damaging four wheel drive enthusiasts. Current number of vehicle access permits issued for this park is 5,250, and applications are regularly processed so this number increases throughout the year. This fenced area functions as a small base yard and storage for tools and supplies that will be used to achieve the critical goal of enhancing the area's management. Items and supplies crucial to optimizing management include various hand tools, a weed whacker, weed barrier, herbicide and applicators, irrigation tools and materials and additional supplies to support volunteers in planting and maintaining native species along the designated trails and access roads. A UTV is used to transport staff, supplies and volunteers. DSP staff is available for consultation and guidance include the DSP Oahu District Superintendent and two archaeologists, including the Interpretive Programs Manager. Myself (DSP Administrator) and our Assistant Administrator will be responsive to recommendations for actions that encourage responsible use of natural and cultural resources and the pristine near shore waters at Ka'ena associated with the growing popularity of use in this area.

I highly recommend this project to the Hawai'i Tourism Authority and hope for your favorable consideration of this request. DSP is invested in supporting the long-term stewardship of and public access to Ka'ena Point's natural and cultural resources in a manner that insures a high level of satisfaction for our public and in a manner that insures responsible use.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curt Cottrell", written in a cursive style.

Curt Cottrell
Administrator
Division of State Parks

cc: DOFAW
Raduenzel, Jaime



August 1, 2017

Ronald D. Rodriguez
Hawai'i Tourism Authority
1801 Kalākaua Avenue
Hawai'i Convention Center, First Level
Honolulu, Hawai'i 96815

Dear Mr. Rodriguez:

I am writing to show my support for the Department of Land and Natural Resources' application for funding from the Hawai'i Tourism Authority Aloha 'Āina Program for the "New Paths at Ka'ena Point" Interpretive and Directional Signage project.

As the Vice President and Executive Director of Pacific Rim Conservation, I have conducted research at Ka'ena Point for more than 14 years. As the project coordinator for the Ka'ena Point Ecosystem Restoration Project, I led the effort to install the first predator proof fence in the United States to protect Ka'ena's native flora and fauna. During that process, we partnered with multiple public and private entities to inform and educate the public on this special place. I believe that we are at another crucial turning point for this area and that the proposed project would help to bring the project into a new era with the increased public use that has resulted from the initial restoration project.

Ka'ena Point continues to require visitor education to encourage responsible use of unique natural resources. Visitor experiences could be drastically enhanced by a clearly marked hiking trail with interpretive signage. Signage will help visitors identify and appreciate important native species and their habitat and encourage appropriate use of the park, reducing human-induced threats. Volunteer projects to outplant native species will illustrate tangible possibilities to visitors for the restoration of a greater portion of Ka'ena.

The proposed "New Paths at Ka'ena Point" project can change the way visitors use the park, improve their understanding of Ka'ena's resources, and aid in the restoration of additional habitat for native species. I highly recommend this project to the Hawai'i Tourism Authority and look forward to hearing about its success.

President: *Dr. Eric VanderWerf* Treasurer: *Dr. Lindsay Young* Secretary: *Christen Mitchell*
Directors *Dr. David Duffy Alex Wegmann*

PO Box 61827, Honolulu, HI, 96839
www.pacificrimconservation.org

Sincerely,

A handwritten signature in cursive script that reads "Lindsay Young".

Dr. Lindsay C. Young

lindsay@pacificrimconservation.org

808.741.9479

President: *Dr. Eric VanderWerf* Treasurer: *Dr. Lindsay Young* Secretary: *Christen Mitchell*
Directors *Dr. David Duffy Alex Wegmann*

PO Box 61827, Honolulu, HI, 96839

www.pacificrimconservation.org



U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Pacific Islands Regional Office
1845 Wasp Blvd., Bldg 176
Honolulu, Hawaii 96818
(808) 725-5000 • Fax: (808) 725-5215

JUN 22 2017

Mrs. Meredith Speicher
Regional Program Manager
Rivers, Trails and Conservation Assistance
PWR Honolulu Office
National Park Service
300 Ala Moana Blvd., Rm. 6-226
Honolulu, HI 96850-0053

Dear Mrs. Speicher:

This is to express support for the State of Hawai'i, Department of Land and Natural Resources' (DLNR) application for assistance from the National Park Service, Rivers, Trails and Conservation Assistance Program for the Ka'ena Point Recreation and Stewardship Project.

NOAA Fisheries partners with DLNR on Hawaiian monk seal conservation activities. The shoreline areas of DLNR's Ka'ena Point Natural Area Reserve are used by monk seals as important resting habitat. We believe the surveys, public education, and signage associated with the proposed project will help promote seal-friendly wildlife viewing, fishing, and other activities in the reserve. We are happy to recommend this project to the National Park Service. Thank you for considering our input and if there are any questions, please feel free to contact me at (808) 725-5160 or jeff.walters@noaa.gov.

Sincerely,

Jeffrey S. Walters, Ph.D.
Chief, Wildlife Management and
Conservation Branch
Protected Resources Division



June 11, 2017

Mrs. Meredith Speicher
Regional Program Manager
Rivers, Trails and Conservation Assistance
National Park Service
PWR Honolulu Office
300 Ala Moana Blvd., Rm. 6-226
PO Box 50165
Honolulu, HI 96850-0053

Dear Mrs. Speicher:

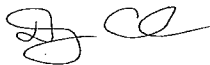
I am writing to show my support for the Department of Land and Natural Resources' application for support from the National Park Service Rivers, Trail and Conservation Alliance for the Ka`ena Point Recreation and Stewardship project.

The North Shore Community Land Trust has previously partnered with the National Park Service to develop a trails concept that would allow residents and visitors to understand the connection of the north shore's cultural, historic, and recreational areas through a trails and path system. The trails project would help preserve areas, tell important stories, and provide an experience that enables people to enjoy the natural surroundings. The Ka`ena Point Recreation and Stewardship project shares important goals and values with our North Shore Trails program.

Ka`ena Point continues to require partnerships like the proposed Ka`ena Point Recreation and Stewardship project to support long-term restoration efforts of unique coastal ecosystems and improve recreational opportunities. Visitor experiences could be drastically enhanced by establishing designated hiking trails and bike paths that would improve access to wildlife viewing, tide pool exploration, and rare and endangered native plants. Visitor use surveys are highly needed to inform visitor use management, impact monitoring and overall planning to improve the stewardship of Ka`ena. Survey results should provide insight into the current negative trend in resource quality within the state park and help develop better management plans. Interpretive planning will aid in developing signage that will help visitors identify and appreciate important native species and their habitat, Ka`ena's unique geological features, and tell the story of the area's cultural and historic significance. Signage will also encourage appropriate use of the park and reduce human-induced threats. New pilot projects in erosion control and the restoration of a recent burn site will illustrate tangible possibilities to visitors for the restoration of a greater portion of Ka`ena.

Ka`ena Point is one of the North Shore's spectacular natural, cultural and historic areas. The proposed Ka`ena Point Recreation and Stewardship project will increase active transportation opportunities and preserve this important North Shore asset. I highly recommend this project to the National Park Service and look forward to hearing about its success.

Sincerely,



Doug Cole
Executive Director

FORM A - APPLICANT INFORMATION FORM

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES
PROJECT INFORMATION
Project Title: [REDACTED]
Project Manager: [REDACTED]
Project Location: [REDACTED]
Project Dates: [REDACTED]
Project Status: [REDACTED]
Other Information: [REDACTED]

FORM A KO and AA DOFAW

Adobe Sign Document History

08/04/2017

Created: 08/04/2017
By: Leah Laramee (leah.j.laramee@hawaii.gov)
Status: Signed
Transaction ID: CBJCHBCAABAAoQzUCb5GDG23QB9szMfzY0rBeSGBfItO

"FORM A KO and AA DOFAW" History

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Confidentiality Agreement

This document is subject to the effect of August 10, 2017... The terms of this agreement are subject to the effect of August 10, 2017... Confidentiality Agreement... This document is subject to the effect of August 10, 2017...

Confidentiality Agreement

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RFP #: 17-14

PROJECT/EVENT: New Paths for Ka'ena Point

APPLICANT: Division of Forestry and Wildlife

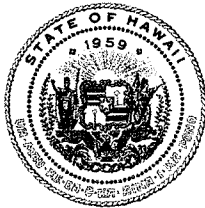
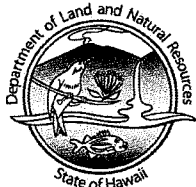
ITEMIZED BUDGET FORM

EXPENSES	HTA CASH Request	OTHER CASH	IN-KIND	TOTAL PROJECT BUDGET
Please list specific project expenses and group expense items by category as appropriate (i.e. Program, Marketing, Adr				
Program				
Interpretive Signage	\$ 19,559.00			\$ 19,559.00
Directional Signage	\$ 7,187.23			\$ 7,187.23
Outreach Specialist (30%)			\$ 15,225.00	\$ 15,225.00
NPS-RTCA Planner			\$ 12,500.00	\$ 12,500.00
Field Technician (100%)	\$ 30,000.00	\$ 25,000.00		\$ 55,000.00
Volunteer Hours (\$23.80/hr)			\$ 45,696.00	\$ 45,696.00
Materials/Supplies				
to complete sign installation		\$ 1,940.00		\$ 1,940.00
to support volunteer projects		\$ 3,194.00		\$ 3,194.00
Administration				
DLNR administrative costs (10%)	\$ 8,206.00	\$ 8,206.00		\$ 16,412.00
Global Tourism Summit Expenses				
registration fee	\$ 47.77			\$ 47.77
TOTAL EXPENSES	\$ 65,000.00	\$ 38,340.00	\$ 73,421.00	\$ 176,761.00

INCOME	HTA CASH Request	OTHER CASH	IN-KIND	TOTAL PROJECT BUDGET
HTA Request	\$ 65,000.00			\$ 65,000.00
Organizations's Contribution		\$ 38,340.00	\$ 60,921.00	\$ 99,261.00
Other Sponsors/Sources: NPS-RTCA in-kind match for staff time			\$ 12,500.00	\$ 12,500.00
TOTAL INCOME	\$ 65,000.00	\$ 38,340.00	\$ 73,421.00	\$ 176,761.00

Revised Budget for an HTA contribution of \$65,000.
Replaces budget submitted with proposal.

DAVID Y. IGE
GOVERNOR OF
HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

DECLARATION OF EXEMPTION
from the preparation of an environmental assessment under the authority of
Chapter 343, HRS and Section 11-200-8, HAR

Project Title: New Paths for Ka'ena Point

Chapter 343 Trigger(s): Use of State Lands and Funds

Project Description:

The project will enhance the visitor experience and protect important resources at Ka'ena Point State Park by adding interpretive and directional signage to orient visitors to natural and cultural features and inspire responsible use. DLNR will work with the National Park Service Rivers, Trails, and Conservation Assistance Program (NPS-RTCA) to develop an interpretive plan and establish designated hiking and biking trails to reduce recreational user conflicts. The plan will rely on existing reports and management plans, visitor use surveys, and consultation with local area experts to develop signage and implement trail improvements. The project will not develop new pedestrian trails but will add signage to more clearly designate and improve already existing trails. Community and volunteer groups will remove invasive plants and restore eroded areas by planting native coastal plants. Increased staffing dedicated to implementing project actions and clear signage will improve visitor satisfaction and will increase safety for park users.

Hikers are often confused by the lack of clearly defined foot paths at Ka'ena and miss opportunities to see native species and unique geological features. Wayfinding signage will drastically improve visitor experience by directing hikers to bypass muddy or dusty rutted-out roads and instead appreciate often overlooked assets and explore existing pedestrian trails away from major vehicle access areas. The project will install one informational kiosk near the parking area on the north shore access point and six interpretive signs adjacent to the trail (one on the west side access). The informational kiosk will provide basic rules, safety and orientation information, seasonal changes like nesting seabirds, guided hikes and volunteer opportunities. Interpretive signs will reduce user conflicts, provide guidelines on appropriate wildlife viewing and foster appreciation of unique coastal dune ecosystem and significant cultural sites.

Funding for the project includes state funds from the Hawaii Tourism Authority (HTA) and DLNR and in-kind support from the NPS-RTCA.

Location:

This project will occur on state lands that extend from the end of the paved road past Dillingham Airfield on the North Shore to Ka'ena Point and includes the Ka'ena Point State Park Reserve, the Ka'ena Point Natural Area Reserve and unencumbered state lands (see attached map). The project area also encompasses the western tip of the island of O'ahu, including state lands across the Waianae Mountain Range to Kaneana Cave on the west side. State lands included in the project include TMK's (1) 6-9-005:007; (1) 6-9-004:015; (1) 6-9-004:016; (1) 6-9-005:002; (1) 6-9-005:003; (1) 6-9-005:006; (1) 6-9-002:004; (1) 8-1-001:006; (1) 8-1-001:014; (1) 8-1-001:015 and (1) 8-1-001:022.

Consultation:

The State Office of Environmental Quality Control (OEQC) recommends proposing or approving agency to consult with agencies or individuals having jurisdiction and expertise before declaring a project to be exempt from preparing an environmental assessment. A copy of the draft declaration of exemption was transmitted to the NPS-RTCA, HTA, the DLNR Division of State Parks (DSP) and Camp Erdman. These parties provided the following comments regarding the declaration of exemption from the preparation of an environmental assessment under the authority of Chapter 343, Hawaii Revised Statutes (HRS), and Section 11-200-8, Hawaii Administrative Rules (HAR). HTA and Camp Erdman did not provide comments. NPS-RTCA was supportive of the exemption and recommended adding clarification that the trails would be improvements to existing trails/roads rather than new trails. DSP was supportive of the exemption.

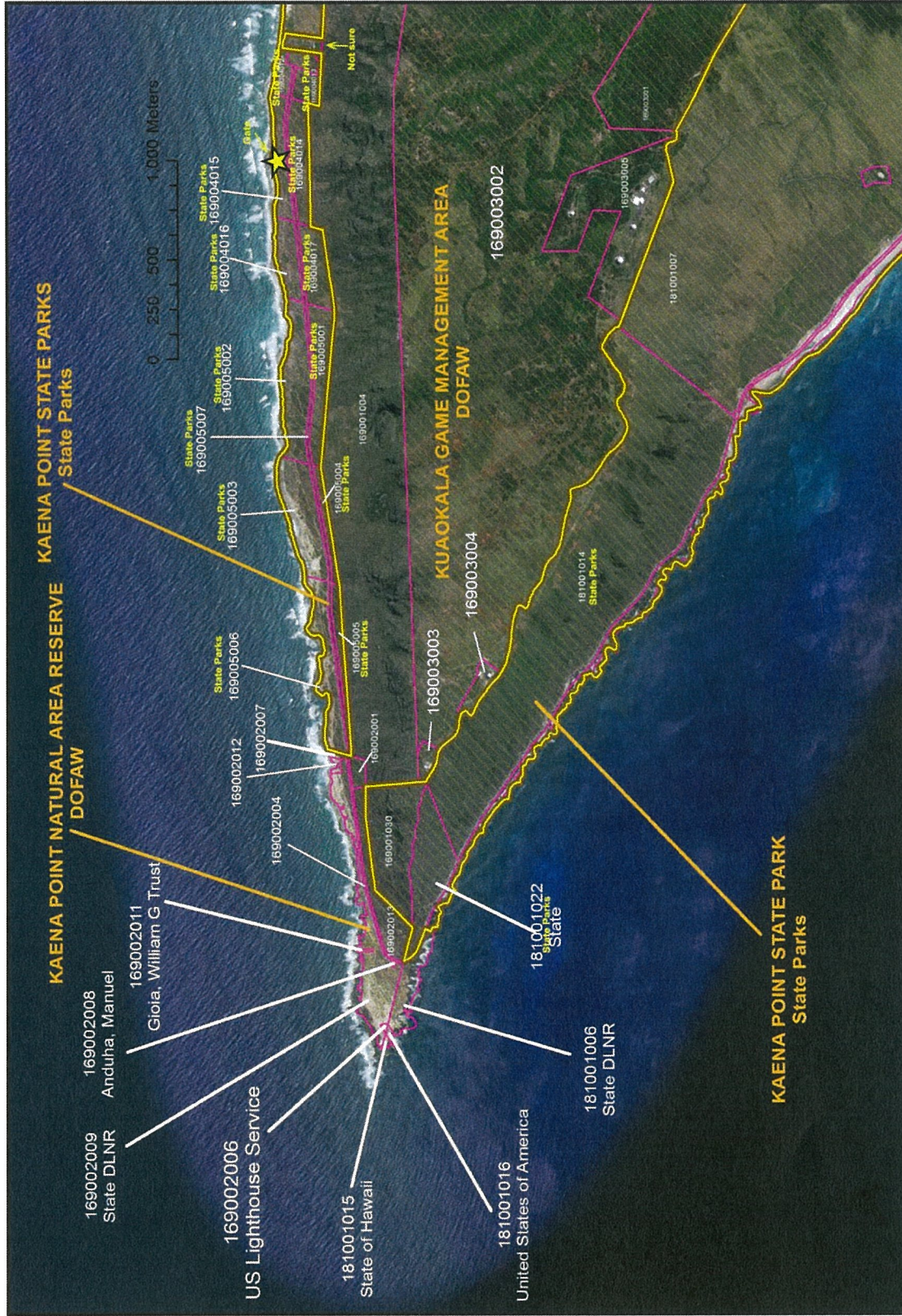
References:

Previous exemption declarations, environmental compliance, and management plans that are related to project actions at Ka'ena Point. These documents demonstrate some of the previous consultation and public outreach done for these projects as well as the actions that are planned in this project.

- Final Integrated Ka'ena Point Action Plan approved by the BLNR 07/22/2011
<https://dlnr.hawaii.gov/ecosystems/files/2013/09/Kaena-Final-Action-Plan.pdf>

Exemption Classes & Descriptions:

Activities and actions associated with the New Paths for Ka'ena Point project fall under the following Exemption Classes and Descriptions which are included in the Exemption List for the Department of Land and Natural Resources (approved by the Environmental Council on June 5, 2015) http://oeqc2.doh.hawaii.gov/Agency_Exemption_Lists/State-Department-of-Land-and-Natural-Resources-Exemption-List-2015-06-05.pdf.



[EXEMPTION CLASSES AND DESCRIPTIONS BEGIN ON NEXT PAGE]

Exemption Class 1

Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing.

29. Maintenance of existing boardwalks, trails and unpaved roads.

31. Repair and maintenance of existing roadways, roadway shoulders, road structures and signage, parking areas, walkways, bikeways, multi-use pathways, driveways, and boat launch ramps (includes grading, resurfacing, infilling, sealing, grooving, cleaning, chipping, painting and patching).

33. Maintenance of state lands and waters to remove weeds, brushes, grass and other unwanted vegetation.

42. Actions that are intended to maintain or support the sustainability of those natural resources under the jurisdiction of the Department, including law enforcement, regulation compliance, resources and environmental monitoring, debris or property removal, and other administrative and management measures.

50. Conduct public meetings and hearings for the purpose of the collection and dissemination of public information, to discuss matters under the jurisdiction of the Department, to develop administrative rules, guidelines or other public policy, and other similar purposes.

Exemption Class 2

Replacement or reconstruction of existing structure and facilities where the new structure will be located generally on the same site and will have substantially the same purpose, capacity, density, height, and dimensions as the structure replaced.

20. Replacement or reconstruction of existing boardwalks, trails, and unpaved roads.

21. Replacement or reconstruction of existing roadways, roadway shoulders, road structures and signage, parking areas, walkways, bikeways, multi-use pathways, driveways, and boat launch ramps.

22. Replacement or renovation of existing landscaping or vegetation.

23. Re-vegetate burned or eroded areas to encourage the succession of selected plant species to prevent soil erosion and promote the goals of the Department.

Exemption Class 3

Construction and location of single new, small facilities or structures and the alteration and modification of same and installation of new, small, equipment and facilities and the alteration and modification of same including but not limited to: (A) Single family residences not in conjunction with the building of two or more such units; (B) Multi-unit structures designed for not more than four dwelling units if not in conjunction with the building of two or more such structures; (C) Stores, offices and restaurants designed for total occupant load of twenty persons

or less, if not in conjunction with the building of two or more such structures; and (D) Water, sewage, electrical, gas, telephone, and other essential public utility services extensions to serve such structures or facilities; and (E) accessory or appurtenant structures including garages, carports, patios, swimming pools, and fences.

3. Construction and location of new, small facilities or structures necessary to support or enhance safe and effective management of state lands and waters, such as baseyards, caretaker's residences, work cabins and shelters, utility sheds, storage buildings, sanitation facilities, plant nurseries, trash containers, fire caches, radio repeaters, tollbooths, gates, installation of signage, safety enhancements (e.g., handrails, lighting), and other similar structures.

4. Construction and location of new, small facilities or structures necessary to support or enhance public recreational use of state lands and waters, such as comfort stations and related individual wastewater disposal systems, sanitation facilities, outdoor showers, signage, interpretive kiosks, viewing platforms, pavilions, shelters, tables, grills, cabins, campgrounds, lifeguard stations, improvements necessary for compliance with the Americans with Disabilities Act, and other similar structures.

7. Improvement of existing trails and construction or improvement of boardwalks on existing trails for recreation, education, and management.

Exemption Class 4

Minor alteration in the conditions of land, water, or vegetation.

2. Construction of walkways and pathways and installation of guard rails, handrails, ramps, and other similar items.

3. Improvement of existing trails and construction or improvement of boardwalks on existing trails for recreation, education, and management.

8. Removal of invasive vegetation utilizing cutting, mowing, application of federal and state approved herbicides in conformance with label instructions, distribution of biocontrol agents approved by the State of Hawaii, and other approved methods.

12. Establish temporary or permanent vegetative cover including trees, shrubs, grasses, and sod for landscaping, reforestation, soil stabilization, watershed protection, native wildlife habitat, native ecosystem restoration, and rare plant preservation; provided, however, that this exemption shall not apply to vegetation that is likely to be invasive or for tree plantings for which harvesting is planned or is reasonably foreseeable.

13. Gathering plant seed, cuttings, or other vegetative matter for propagation.

14. Minor ground adjustments (e.g., grading, grubbing, cutting, or filling) that do not require grading permits.

22. Natural resource management actions that the Department declares are designed specifically to monitor, conserve, or enhance the status of native species or native species' habitats, such as removal of introduced vegetation, reintroduction of native species into their historic range, or construction of fencing. This exemption would not apply to biocontrol of invasive species or commercial logging.

Exemption Class 5

Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

17. The reintroduction or supplementation (e.g., stocking) of native, formerly native, or established species into suitable habitat within their historic or established range, where no or negligible environmental disturbances are anticipated.

22. Conduct planning and feasibility studies.

Exemption Class 6

Construction or placement of minor structures accessory to existing facilities.

1. Construction, placement or installation of signage, pavement markings, buoys, or other similar structures.

13. Placement or construction of accessory structures such as utility sheds, storage or maintenance sheds, office trailers, trash enclosures, comfort stations or sanitation facilities and related individual wastewater disposal systems, bus shelters, pavilions or picnic shelters, parking and fee collection facilities, checking stations, interpretive kiosks and displays, dock boxes, mooring cleats, bumpers, and mooring buoys, blocks and piles, and other similar structures accessory to existing facilities on state lands and waters.

Exemption Class 10

Continuing administrative activities including, but not limited to, purchase of supplies and personnel-related actions.

1. Purchase of supplies, equipment, materials, motor vehicles, boats, and services.

2. Contracts for small purchases, professional services, competitive sealed proposals, competitive sealed bidding, or purchase of goods and services which are exempt from Haw. Rev. Stat. Chapter 103D.

4. Personnel-related actions.

5. Training, environmental interpretation, public safety efforts and other educational activities.

Determination:

Cumulative impacts of actions in the same place and impacts with respect to the sensitive environment will not be significant.

The Board of Land and Natural Resources has considered the potential effects of the above listed program as provided by Chapter 343, HRS and Section 11-200-8 HAR. The Board declares that this program will likely have minimal or no significant impact on the environment and is therefore exempt from the preparation of an environmental assessment under the above exemption classes.

Suzanne D. Case, Chairperson
Board of Land and Natural Resources

Date

Original: Agency file
Copy: Project file

