

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

March 22, 2019

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

Land Board Members:

SUBJECT: REQUEST FOR DELEGATION OF AUTHORITY TO THE
CHAIRPERSON TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE KURE ATOLL CONSERVANCY

SUMMARY

This Board Submittal requests approval to enter into a Memorandum of Understanding (MOU) to establish a written agreement for conservation, natural resource, educational, and research programs between the Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) and the Kure Atoll Conservancy (KAC), a 501(c)(3) nonprofit. The agreement will enhance management actions by promoting the work done on Kure and providing direct support to DOFAW operations.

BACKGROUND

The Kure Atoll State Wildlife Sanctuary is managed by the Oahu Branch of the Division of Forestry and Wildlife. DOFAW's primary mission on Kure is to promote coastal ecosystem restoration and seabird species recovery. Kure Atoll is roughly 1,400 miles from Oahu, and is part of the Papahānaumokuākea Marine National Monument. The Kure Atoll Ecological Field Station houses staff and volunteers year-round in order to conduct the ecosystem and species recovery. The Kure Atoll Conservancy was established to support this mission; their ability to add capacity is integral to managing a remote field station.

In order to manage this critical seabird recovery area, DOFAW is committed to maintaining a decision-making process utilizing expert knowledge and relevant experience. There are very few individuals who have direct experience working and living on Kure. Many of these individuals, who served as volunteers, researchers, or worked for partner agencies, have moved on. The KAC specifically targets these individuals and keeps them engaged by sharing information and seeking advice on management strategies. KAC serves as a liaison to ensure that these strategies are communicated to DOFAW staff as part of the planning process. We also envision the KAC to have an expanded role in assisting DOFAW with grant applications and research funding.

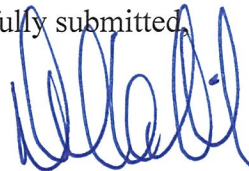
This agreement will allow KAC to assist DOFAW in strategic planning, providing logistical support, and promoting Kure management activities through education and outreach. The added capacity is integral in developing creative ways to recover Kure's natural ecology, by providing valuable subject matter experts to ensure that conservation and management activities are scientifically sound and practical. The agreement will also allow us to work collaboratively and share resources with the members of the KAC Board to actively pursue grants, research funding, and in-kind support on DOFAW's behalf.

RECOMMENDATIONS

That the Board:

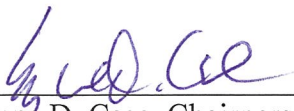
- 1) Authorize the Chairperson to enter and sign the Memorandum of Understanding, (draft attached) providing that the Attorney General review and approve the contents of the Memorandum of Understanding to ensure compliance with all State requirements.

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: Draft MOU between the State of Hawaii and the Kure Atoll Conservancy

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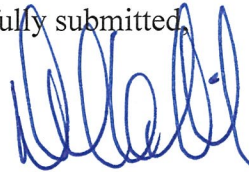
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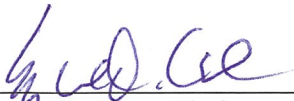
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David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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

EXHIBIT 1: Draft MOU between the State of Hawaii and the Kure Atoll Conservancy

MEMORANDUM OF UNDERSTANDING
BETWEEN
KURE ATOLL CONSERVANCY
AND THE
STATE OF HAWAII
BOARD OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE

This Memorandum of Understanding, made and entered into on this _____ day of _____, 2019, by and between the Kure Atoll Conservancy, a 501(c)(3) non-profit, hereinafter referred to as “Conservancy” and the State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW), by its Board of Land and Natural Resources.

WITNESSETH

WHEREAS, pursuant to section 183D-2, Hawaii Revised Statutes (HRS), the Board is charged with the responsibility of managing and administering the wildlife and wildlife resources of the State; and

WHEREAS, pursuant to section 195D-1, HRS, the Board is charged with the responsibility of ensuring “the continued perpetuation of indigenous aquatic life, wildlife, land plants and their habitats for human enjoyment, for scientific purposes and as members of ecosystems”; and

WHEREAS, Kure Atoll is a significant Wildlife Sanctuary managed by the Board encompassing an area greater than 209 acres; and

WHEREAS, Kure Atoll is part of the Papahānaumokuākea Marine National Monument, a UNESCO World Heritage site of international importance due to the significant natural and cultural resources; and

WHEREAS, the Board is the landowner charged with the responsibility of managing lands on Kure Atoll; and

WHEREAS, the Board is restoring nesting habitat for seabirds such as the Christmas Shearwater (*Puffinus nativitatis*), Laysan Albatross (Moli, *Phoebastria immutabilis*), Black-footed Albatross (Ka’upu, *Phoebastria nigripes*), Short-tailed Albatross (*Phoebastria albatrus*), and Laysan Duck (*Anas laysanensis*); and

WHEREAS, the Conservancy is a 501(c)(3) non-profit foundation dedicated to supporting ongoing State of Hawaii habitat restoration and other wildlife management programs that enhance biological diversity, ecosystem health, and cultural resources of Kure Atoll in the Northwestern Hawaiian Archipelago and;

WHEREAS, The Conservancy’s mission is to develop additional funding through proposal writing, donor requests, and ongoing membership support to conduct the following:

1. Habitat restoration – native plant propagation, eradication of invasive species, removal of human-made structures and marine debris;
2. Natural resource protection – collaborate with government agencies, universities, non-profit organizations, and other stakeholders to monitor and study the health of bird, mammal, arthropod, and plant populations as well as the coral reef ecosystem of Kure Atoll;

3. Pollution reduction – clean up anthropogenic materials causing harm to birds, mammals, and native plants;
4. Public outreach and education – collaborate with ongoing education programs in Hawaii, produce high quality media to support the mission, give presentations to the public and schools, share knowledge of Kure Atoll both nationally and internationally;
5. Cultural studies – facilitate and expand cultural knowledge and practice on Kure Atoll.

The Conservancy organization is administered by a Board of Directors and Officers elected by the Board

WHEREAS, the Conservancy has successfully worked with the Board to assist with the ongoing management of and research on Kure Atoll since 2010; and

WHEREAS, the Conservancy continues to raise funds in support of Kure Atoll management, and

NOW, THEREFORE, the above parties agree to engage as partners in a cooperative effort to support habitat restoration, natural resource protection, pollution reduction, public outreach and education, and cultural studies facilitation. Both parties hereto deem it mutually advantageous and desirable to cooperate and agree to the following provisions.

I. Board Responsibilities:

The Board agrees to undertake the following responsibilities under this Agreement:

All Board activities and support are as funding permits.

II. Conservancy Responsibilities:

The Conservancy agrees to undertake the following responsibilities under this Agreement:

1. Provide funds for specific management activities through targeted fundraising efforts. Examples may include but are not limited to Laysan duck (*Anas laysanensis*) translocation and habitat management, invasive ant control, non-native plant eradication, and native plant reintroduction.
2. Support the Board's efforts on Kure Atoll through financial assistance provided to volunteers who provide the on-the-ground work needed to restore habitats, conduct research, promote cultural understanding, and control pollution.
3. Promote research and management on Kure Atoll through off-site outreach and education efforts designed to increase public awareness and support of Kure Atoll, the State of Hawaii, and Papahānaumokuākea Marine National Monument.

III. Joint Responsibilities:

The Board and the Conservancy agree to undertake the following joint responsibilities under this Agreement:

- a. Participate in joint meetings with other natural resource groups with the goal of improving funding and support for work at Kure Atoll.
- b. Work with all appropriate scientific organizations to ensure that all work done at Kure Atoll uses the best available science.

- c. Continue to set annual goals for restoration of the native ecosystem at Kure and find the means to assure that those goals are met.

IV. Term, Evaluation, and Modification.

- A. *Term.* This Agreement is executed as of the last date shown below, which shall be the commencement date. This Agreement will remain in effect for ten (10) years after which it is renewable at the option of the Parties.
- B. *Evaluation.* This Agreement may be reviewed, evaluated, and updated at any time, but no later than five (5) years from the commencement date. A record of the evaluation will be appended to the agreement.
- C. *Modification.* This Agreement may be modified at any time by mutual agreement of the Parties. Modifications shall be in writing executed by the authorized officers representing the Conservancy and the Board respectively. For purposes of this modification provision, such authorized officers are Kure Atoll Conservancy, and the Board of Land and Natural Resources for all substantive changes and the Chairperson of the Board for non-substantive changes to facilitate processing such changes.

V. Termination.

Either party may terminate, in writing, the Agreement in whole, or in part, at any time before the termination date. Unless otherwise by mutual agreement, 90 days advance notice shall be provided prior to termination.

VI. Principle Contacts.

The Principle contacts for administering this Agreement are:

- A. Kure Atoll Conservancy
- B. President or Executive Director

PO Box 1125
Volcano, Hawaii
96785
kureatollconservancy@gmail.com

- C. State of Hawaii/ Department of Land and Natural Resources
Division of Forestry and Wildlife – Oahu Branch
2135 Makiki Heights Drive
Honolulu, Hawaii 96822

VII. Miscellaneous Provisions.

- A. *Disclaimers.* Nothing in this Agreement shall be construed as affecting in any way the delegated authority or responsibilities of the Board of Land and Natural Resources. This Agreement shall not supersede any agreements currently in effect between the State and the Conservancy.

B. *Additional Parties.* By Modification of this Agreement by the Parties, additional governmental, non-profit organizations, and other entities may be made party thereto on such terms and conditions as the Board and the Conservancy may agree.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the last date written below.

KURE ATOLL CONSERVANCY

By: _____ Date: _____

Title _____

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

_____, 2019

FOR THE STATE OF HAWAII,
DEPARTMENT OF LAND AND
NATURAL RESOURCES

By: _____ Date: _____

Chairperson, Board of Land and Natural Resources

APPROVED AS TO FORM:

Deputy Attorney General (Date)