

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife

February 14, 2020

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

Land Board Members:

SUBJECT: REQUEST APPROVAL OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES AND THE UNITED STATES DEPARTMENT OF THE AGRICULTURE FOREST SERVICE ON AGREEMENT FOR SHARED STEWARDSHIP OF HAWAII'S FORESTS,

AND

AUTHORIZE THE CHAIRPERSON TO AMEND, FINALIZE, AND EXECUTE THE MEMORANDUM OF UNDERSTANDING SUBJECT TO APPROVAL AS TO FORM BY THE DEPARTMENT OF THE ATTORNEY GENERAL.

BACKGROUND AND DISCUSSION:

This board submittal requests approval of a Memorandum of Understanding (MOU) to document the cooperation between the State of Hawaii Department of Land and Natural Resources (DLNR) and the United States Department of Agriculture Forest Service (Forest Service) toward accomplishing mutual goals that maintain and restore healthy, sustainable forests and watersheds (Exhibit A). The Forest Service and DLNR both have vested interest in managing forests and watersheds in Hawai'i as a part of the nation's forests. Increasing our coordination, particularly in areas where our interests overlap, is mutually beneficial for protecting and restoring healthy forests throughout the state, while also increasing efficiency by sharing or leveraging resources.

In 2018, the Forest Service announced a new strategy for improving forest conditions, "Toward Shared Stewardship Across Landscapes: An Outcome-Based Investment Strategy," outlining plans to work more closely with states to identify landscape-scale priorities for targeted treatments in areas with the highest benefits. This MOU outlines commitments of DLNR and Forest Service to increase the scope and scale of critical forest treatments that protect communities, create and sustain jobs, and improve forest health and resiliency.

Shared stewardship across landowner boundaries and overlapping areas of interest is essential for conserving Hawaii's vital forest ecosystems. As part of this agreement, the Forest Service and DLNR are committed to collaborating, coordinating, and working jointly with each other

and with other stakeholders - including sister agencies at federal and state levels as well as private landowners, counties, non-governmental organizations, communities, and universities – to proactively identify and carry out projects to improve and protect forest and watershed conditions, ensuring that Hawaii’s forests continue their role in sustaining life and livelihoods in the islands, as well as safely connecting people to forests. Further, the parties will actively look to incorporating other partners and stakeholders into this agreement, as appropriate and as interests align. The Forest Service and DLNR will take an integrated approach to prioritizing investments and connecting with other partners to have the greatest impact on the priorities identified in the State of Hawaii Forest Action Plan (<https://dlnr.hawaii.gov/forestry/info/fap/>), and the Hawaii Interagency Biosecurity Plan (<https://dlnr.hawaii.gov/hisc/plans/hibp/>).

CHAPTER 343 – ENVIRONMENTAL IMPACT STATEMENTS

This action before the Board is merely an agreement to work collaboratively and does not constitute a use of State lands or funds, and therefore, this action does not trigger the provisions of Chapter 343, Hawaii Revised Statutes (HRS), relating to environmental impact statements. Inasmuch as the Chapter 343, HRS, environmental requirements apply to parties use of the land, the parties shall be responsible for compliance with Chapter 343, HRS, as may be amended.

RECOMMENDATIONS:

That the Board of Land and Natural Resources

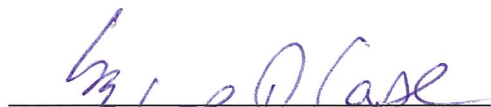
1. Approve entering into a Memorandum of Understanding between the State of Hawaii Department of Land and Natural Resources and the United States Department of the Agriculture Forest Service; and
2. Authorize the Chairperson to amend, finalize, and execute the Memorandum of Understanding subject to approval as to form by the Department of the Attorney General.

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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

Attachment: Exhibit A

**AGREEMENT FOR SHARED STEWARDSHIP
OF
HAWAII'S FORESTS AND WATERSHEDS**
Between the
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
And the
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC SOUTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of Hawaii Department of Land and Natural Resources hereinafter referred to as "DLNR," and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, hereinafter referred to as the "U.S. Forest Service."

Background: Hawaii's forests occupy approximately 1.4 million acres, or over one-third of the State's land base. The Hawaiian Islands, often characterized as the most geographically isolated archipelago in the world, are high islands with volcanic origins. Most of the inhabited islands encompass a remarkable variety of climates and ecosystems including high, forested mountains. This variety has resulted in a rich diversity of plant, insect, and animal species as they have colonized and adapted to the islands. Polynesian settlers were the first humans known to have inhabited these islands. With their arrival, they brought plants and animals they needed to survive the long voyage from their homes in the South Pacific and to later flourish in their new home. These people quickly learned how to utilize the many resources of the Hawaiian forests for food, clothing, shelter, ornamentation, and medicine. As the people of Hawaii observed their own impacts on the forests, they learned and appreciated the relationship between freshwater, the forest, and the life they found here. They observed that rain followed the forests; that without forests, there was no water, and without water, there was no life. This acquired wisdom was expressed in an 'ōlelo no'eau (i.e., traditional poetic saying) as follows:

Hahai no ka ua i ka ululā'au.

Rains always follow the forest.

Hawaii's forests are essential for sustaining life in the islands by providing clean and abundant water. Our island forests collect rainfall for deposit into underground aquifers, and capture moisture from clouds passing over the islands. In addition, Hawaii's isolation has resulted in incredible displays of endemism that leads the nation in terms of biodiversity; unfortunately, land-use changes and the introduction of invasive species have resulted in the most federally endangered and at-risk species in the nation. Further, the beautiful backdrop provided by Hawaii's natural resources makes it a sought after recreational and tourism destination – making this Hawaii's primary industry.

Federal, state, tribal and private managers of forests and rangelands face a range of urgent challenges, among them increasing scale and intensity of wildfires, insects and disease epidemics, invasive species, human population demands, and climate-induced impacts such as

Exhibit A

rising sea levels, severe storms, and changing rainfall patterns and habitat dynamics. Thus, there are increasing concerns about the viability and sustainability of these forests, watersheds, and rangelands in terms of the benefits they provide to people. Of particular concern, are increasing size, severity, cost and damage of wildfires; biosecurity concerns leading to the introduction of new and expanding pest and invasive species populations; and forest loss and conversion due to expanding human uses and impacts.

To address these issues, the Forest Service announced a new strategy, “Toward Shared Stewardship Across Landscapes: An Outcome-Based Investment Strategy,” outlining plans to work more closely with states to identify landscape-scale priorities for targeted treatments in areas with the highest benefits. This agreement outlines commitments of the State and U. S. Forest Service to increase the scope and scale of critical forest treatments that protect communities, create and sustain jobs, and improve forest health and resiliency.

Title: Agreement for Shared Stewardship of Hawaii's Forests

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties in working together toward accomplishing mutual goals to maintain and restore healthy, sustainable forests and watersheds that continue to provide benefits to people now and into the future. The Forest Service and the State of Hawaii, through the Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) as lead agencies, make this commitment in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both the State of Hawaii and U. S. Forest Service have interests in managing forests and watersheds in Hawaii. Increasing our coordination, particularly in areas where our interests overlap, will be mutually beneficial by protecting and restoring healthy forests throughout the state, while also increasing efficiency by sharing or leveraging resources.

The mission of the State of Hawaii Department of Land and Natural Resources is to enhance, protect, conserve, and manage Hawaii's unique and limited natural, cultural and historic resources. These lands are held in public trust for current and future generations of the people of Hawaii nei, and its visitors, in partnership with others from the public and private sectors.

The mission of the Division of Forestry and Wildlife is to responsibly manage and protect watersheds, native ecosystems, and cultural resources and provide outdoor recreation and sustainable forest product opportunities while facilitating partnerships, community involvement and education. Mālama i ka 'āina.

The mission of the U. S. Forest Service is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The U. S. Forest Service manages 193 million acres of National Forest System lands with tribal governments and state and private landowners, and maintains the largest forestry research organization in the world.

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In Hawaii, California, and the U.S.-Affiliated Pacific Islands, the Pacific Southwest Region is responsible for assisting state and private forest landowners to manage its forested lands. Our goal is to help retain and restore ecological resilience on state and private forests to achieve sustainable ecosystems and that also provide a broad range of services and benefits to people including water, wood, energy, clean air, water purification, flood and climate regulation, carbon sequestration and storage, culturally important species and places, biodiversity, fish and wildlife habitat, scenic landscapes, recreational opportunities, jobs, and many others. Our Pacific Southwest Research Station covers the same geographic region and supports studies and research to deepen our understanding of forest management, and aid in the prioritization, enhancement and targeting of investments to address key forest and rangeland stewardship questions. By coordinating data investments, data analytics and acting as a statewide data hub, they also enable stakeholders to adapt priorities and management techniques to the dynamics of Hawaii's changing ecosystems.

In consideration of the above premises, the parties agree as follows:

III. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Shared stewardship is essential for conserving Hawaii's vital forest ecosystems. The U.S. Forest Service and DLNR will collaborate, coordinate, and work jointly with each other and with other stakeholders - including sister agencies at federal and state levels as well as private landowners, counties, non-governmental organizations, communities, and universities - to proactively identify and carry out projects to improve and protect forest and watershed conditions, ensure that Hawaii's forests continue their role in sustaining life and livelihoods in the islands, and connect people to forests. The parties will take an integrated approach to prioritize investments that have the greatest impact on the priorities identified in the State of Hawaii Forest Action Plan and Hawaii Interagency Biosecurity Plan. In particular, the parties commit to focusing on the following actions to advance shared stewardship opportunities:

- **Biosecurity and Protection of Hawaii's Watersheds.** Geographically isolated in the middle of the Pacific Ocean, Hawaii's unique forests are especially vulnerable to invasive species, including plants, pathogens, feral ungulates and insects that enter the state through a variety of pathways. Invasive species damage and out-compete native species, disrupt hydrologic processes, promote wildland fires that native ecosystems are not adapted to, destroy habitat for Hawaii's rich biodiversity, and erase cultural connections between the forest and Hawaii's people that have existed for hundreds of years. The Hawaii Interagency Biosecurity Plan (<https://hdoa.hawaii.gov/wp-content/uploads/2016/09/Hawaii-Interagency-Biosecurity-Plan.pdf>) outlines needs related to prevention, early detection and rapid response, as well as management of long-established species that disrupt ecosystems such as hooved animals and strawberry guava.

The most cost-effective, long-term control for many species, especially plants and insects, is biological control. Hawaii has a long long history of biocontrol successes, but

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current efforts need to be increased to manage a long list of priority targets. Other needs identified in the plan include increased forest pathology capacity, more field-based positions focused on the management of invasive species, and increased funding for protective fencing and removal of ungulates. In addition, close collaboration with state and federal quarantine agencies is needed to keep out emerging pests and/or the prevention of landscape scale epidemics such as Rapid Ohia Death, which is caused by two previously undescribed fungi.

- **Forests Sustaining Hawaii.** Forests are essential to sustain life and livelihoods in the Hawaiian Islands. Healthy forested watersheds provide the freshwater that makes life possible in Hawaii and are also the backbone of Hawaii's major industries: tourism and agriculture. Water provided by the forest fills our aquifers, irrigates our farmland, and maintains our freshwater streams and productive oceans. Hawaii's forests provide a wide array of ecosystem services and forest products of economic, cultural and ecological value. *Acacia koa*, for example, is one of Hawaii's premier high-value hardwoods; is culturally important for the use in the construction of wa'a (canoes); and is a native successional tree that is becoming increasingly important in reforestation and carbon sequestration initiatives. By investing in projects where Hawaii's native species are helping to meet the economic needs of communities, we can provide resources and ecosystem services for people as well as promoting sustainable native forests.

Forests also play an important role in meeting several of the State's Sustainable Hawaii Initiative goals, specifically watershed protection, doubling food production (via agroforestry); 100% renewable energy (via biomass and biofuel opportunities); and carbon neutrality (via tree planting for carbon sequestration). Several private industries and businesses have also committed to their own sustainability initiatives, bring an increasing recognition that everyone has a role to play in the care and stewardship of our natural and cultural resources. Capitalizing on projects that highlight the role that forests play in meeting these shared sustainability goals are key to developing sustainability in Hawaii and across the nation.

Connecting People to Forests. Hawaii's number one economic industry is tourism, with visitor numbers to the islands reaching over 10 million each year. This large influx of people, and the evolution of social and online information, have brought increasing challenges in the management of Hawaii's natural and community resources. Record numbers of visitors, combined with social media, have dramatically increased the amount of people on sanctioned and unsanctioned trails through the forest. This increased foot traffic increases soil erosion, intensifies the opportunities for invasive species movement, damages habitat for rare and endangered species, and puts lives at risk due to un-safe hiking conditions and/or unprepared hikers. Hawaii's recreational management has not kept pace with the increased use of our forests and trails. In many cases, there are no facilities, such as parking or bathrooms, which has impacted the communities surrounding trailheads. Leveraging the resources, lessons learned, tools, and management options utilized in the national forest system may provide relevant opportunities for the management of Hawaii's forests.

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Connecting people to forests and providing safe and reliable access to forests for residents and visitors of Hawaii is a high priority, whether through forest trails, under urban forest canopies, or through community stewardship of forest areas. Forests and natural and cultural resources of Hawaii are a significant part of maintaining our community health and well-being and are an essential part of our cultural and societal identity.

Performance metrics will track progress towards goals.

IV. MUTUAL UNDERSTANDING AND AGREEMENT

The Parties are bound by all applicable federal, state, and local statutes and regulations, ordinances, and rules. If conflict arise, the Parties will evaluate how authorities can best achieve the goals of a project.

Parties will communicate on a regular basis to enhance the priorities and projects identified under this agreement. The Parties will conduct business pertaining to this agreement by means of in-person meetings, conference calls, or other means, and in each calendar year the Parties will meet at least once in person to evaluate the progress on the agreement.

V. PRINCIPLE CONTACTS

Individuals listed below may act in their respective areas for matters related to this agreement.

State of Hawaii Department of Land and Natural Resources
Suzanne D. Case, Chairperson
1151 Punchbowl Street
Honolulu, Hawaii 96813
(808) 587-0400

Division of Forestry and Wildlife
David G. Smith, Administrator
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813
(808) 587-0166

U.S. Department of Agriculture Forest Service
Randy Moore, Regional Forester Pacific Southwest Region

Valerie Hipkins, Pacific Southwest Research Station Acting Director

VI. PROVISIONS

- 1. Notices:** Any communications affecting the operations covered by this MOU given by any Partner is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, to the contact of each organization at the address specified

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in this MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice whichever is later.

2. **Participation in Similar Activities:** This MOU in no way restricts the Partners from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **Endorsement:** Any Partner's contributions made under this MOU do not, by direct reference or implication, convey endorsement of any Partner's products or activities.
4. **Nonbinding Agreement:** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Partners shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the Partners to obligate or transfer anything of value.
5. **Other Agreements:** Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a Partner requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: federal agency availability of appropriated funds and other resources; State agency availability of funds and other resources; and federal and State agency administrative and legal requirements (including agency authorization by statute). This MOU neither provides, nor meets these criteria. If the Partners elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to other Partner, then the applicable criteria must be met. Additionally, under a prospective agreement, each Partner operates under its own laws, regulations, and/or policies, and any Partner/agency obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.
6. **Statutory and Regulatory Authorities:** Nothing in this MOU is intended to alter, limit, or expand the Partners' statutory and regulatory authority.
7. **All Parties Acknowledge in Publications, Audiovisuals, and Electronic Media:** All Partners shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
8. **Termination:** Any of the Partners, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration. A written termination agreement will be created and provided by the Partner requesting termination to the other Partner as soon as possible but not later than 30 days prior to the intended Termination Date (defined below).
9. **Modifications:** Modifications within the scope of this MOU must be made by mutual consent of the Partners, by the issuance of a written modification signed and dated prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
10. **Termination Date:** This MOU will terminate five years from the Effective Date (Termination Date). Extension of this MOU for an additional five years may be made by mutual consent with a signed and dated modification of this MOU by the Parties (Extended Termination Date). Once fully executed, this MOU is effective until it is terminated by the Partners in writing, the Termination Date, or the Extended Termination Date.

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VII. AUTHORIZED REPRESENTATIVES

By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this agreement.

United States Department of Agriculture Forest Service

Randy Moore, Regional Forester Pacific Southwest Region

Valerie Hipkins, Pacific Southwest Research Station Acting Director

State of Hawaii Department of Land and Natural Resources

Suzanne Case, Hawaii Department of Lands and Natural Resources Chairperson

David G. Smith, Hawaii Division of Forestry and Wildlife Administrator

Exhibit A

VIII. ATTACHMENT – POTENTIAL JOINT PROJECTS

The parties have identified several evolving projects that they would like to work on including:

Bio-control facility

Native forest restoration and production opportunities for koa and ‘iliahi

Sharing recreational management strategies

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