

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

May 27, 2022

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

Board Members:

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DIVISION OF FORESTRY AND WILDLIFE AND LAND DIVISION FOR INCREASED COLLABORATION AND ASSISTANCE; AND APPROVAL BY THE DEPARTMENT OF THE ATTORNEY GENERAL

Attached is a draft Memorandum of Understanding (MOU) between the Division of Forestry and Wildlife (DOFAW) and the Land Division (LD). The MOU provides a mechanism for DOFAW and LD to better meet their missions for managing and protecting watersheds, native ecosystems, and cultural resources and providing outdoor recreation and sustainable forest product opportunities in ways that will promote the social, environmental, and economic well-being of Hawai'i's people through increased collaboration.

RECOMMENDATION:

That the Board:

1. Approve the Draft Memorandum of Understanding with the Division of Forestry and Wildlife and Land Division subject to review and approval as to form by the Department of the Attorney General and authorize the DLNR Chairperson to sign the final documents.

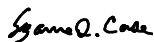
Respectfully submitted,



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DAVID G. SMITH, Administrator  
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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SUZANNE D. CASE, Chairperson

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF FORESTRY AND WILDLIFE AND LAND DIVISION**

This Memorandum of Agreement is made effective the \_\_\_\_ day of January 2022, by and between the State Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife, hereinafter referred to as “DOFAW”, and the Land Division hereinafter referred to as “LD.”

**WITNESSETH:**

WHEREAS DOFAW is the lead Division in managing and protecting watersheds, native ecosystems, and cultural resources and providing outdoor recreation and sustainable forest products opportunities while facilitating partnerships, community involvement, and education.

WHEREAS LD is the lead Division responsible for managing State-owned lands not otherwise set aside to another department or division of the DLNR in ways that will promote the social, environmental, and economic well-being of Hawaii’s people.

WHEREAS the parties agree that partnering their efforts to put certain agricultural and pastoral lands to use to promote public recreation, education and conservation are of urgent importance.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The parties will collaborate on the LD Strategic Plan to identify parcels in the Agriculture District that can provide areas for conservation, preservation, recreation, and sustainable forest products; areas to be transferred to DOFAW for management; and parcels that have other resource or public recreational value, such as for public access easements.
2. The parties will meet annually to discuss upcoming plans for renewing revocable permits and discuss the status of transfers of lands in the Agriculture District excluding TMKs (2) 3-8-008-001; (2) 3-8-008-037; (2) 3-8-008-038; (1) 9-1-016:008; (1) 9-1-017:097; (1) 9-1-018:008; and (1) 9-1-018:014 to other departments, such as the Act 90 Sess. L. Haw. 2003 transfers to the Department of Agriculture.
3. LD will consult with DOFAW before extending the term of an existing general lease or issuing a new general lease in the Agriculture District excluding TMKs (2) 3-8-008-001; (2) 3-8-008-037; (2) 3-8-008-038; (1) 9-1-016:008; (1) 9-1-017:097; (1) 9-1-018:008; and (1) 9-1-018:014.
4. LD will consult with DOFAW before extending the term of any easements across DOFAW land.
5. LD will consult with DOFAW to identify and include or amend the terms or conditions for revocable permits, leases, easements, and water licenses encumbering DOFAW lands to support public access, hunting, conservation, or other public benefits on the understanding that amendments to long-term dispositions such as leases, easements, and water licenses require the mutual agreement of both the State and the lessee, grantee, or licensee, as

applicable, and on the further understanding that leases, easements, and water licenses issued by public auction cannot be amended.

6. LD will coordinate with DOFAW on any leases, licenses, and revocable permits that LD manages on DOFAW land, including revenue sharing, as appropriate. Revenue sharing will be subject to costs incurred in the management of the lease, easement, or other disposition, including without limitation, appraisal costs and other out-of-pocket costs not paid for by the lessee or easement holder.
7. The parties will collaborate to ensure provisions for the protection of access, hunting, and gathering rights are included in the executive order set-asides of land to the Department of Agriculture as appropriate.
8. The parties will collaborate on offering and processing voluntary amendments to or withdrawals from existing general leases to allow for enhanced public access, hunting, conservation, or other public benefits on the understanding that amendments to long-term dispositions such as leases, easements, and water licenses require the mutual agreement of both the State and the lessee, grantee, or licensee, as applicable, and on the further understanding that leases, easements and water licenses issued by public auction cannot be amended.
9. DOFAW will provide technical assistance in ecological assessments, community outreach, and public access needs.
10. The parties will coordinate on a review of unapproved utility lines and facilities existing on DOFAW lands that have not received Board approval and on possible approaches to documenting such utilities or facilities through an easement or other appropriate disposition with the user. DOFAW will take the lead on identifying and inventorying such unapproved uses with assistance from LD. LD will review its records to verify whether a particular use lacks a disposition or Board approval for a disposition and will provide other technical assistance as time permits in view of other LD or Departmental priorities.
11. DOFAW may assess impact fees as needed associated with easements on DOFAW lands in addition to the fair market value charged for the easement itself. LD and DOFAW will coordinate on possible approaches to collecting such impact fees from future easement holders.
12. DOFAW may issue wildlife control permits for unencumbered lands through managed public hunting with approval from LD.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement to be effective as of the date first above written.

DIVISION OF FORESTRY AND  
WILDLIFE – DEPARTMENT OF LAND  
AND NATURAL RESOURCES

LAND DIVISION – DEPARTMENT OF  
LAND AND NATURAL RESOURCES

By: \_\_\_\_\_  
DAVID G. SMITH, Administrator  
Division of Forestry and Wildlife

By: \_\_\_\_\_  
RUSSELL Y. TSUJI, Administrator  
Land Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT