

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

November 14, 2025

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

SUBJECT: APPROVE A FOREST STEWARDSHIP AGREEMENT WITH WAIKŌLOA DRY FOREST INITIATIVE INC. FOR COST-SHARE SUPPORT OF \$527,700 TO IMPLEMENT THE WAIKŌLOA DRY FOREST MANAGEMENT PLAN, WAIKŌLOA, ISLAND OF HAWAII, TAX MAP KEY NOS. (3) 6-8-002:033 AND (3) 6-8-002:015

AUTHORIZE THE CHAIRPERSON TO ADMINISTER, MODIFY, AND EXTEND THE WAIKŌLOA DRY FOREST MANAGEMENT PLAN FOREST STEWARDSHIP AGREEMENT

AND

APPROVE THE DECLARATION OF EXEMPTION UNDER CHAPTER 343, HAWAII REVISED STATUTES, FOR THE WAIKŌLOA DRY FOREST MANAGEMENT PLAN FOREST STEWARDSHIP AGREEMENT, WAIKŌLOA, ISLAND OF HAWAII, TAX MAP KEY NOS. (3) 6-8-002:033 AND (3) 6-8-002:015

BACKGROUND:

The Hawaii Forest Stewardship Program (FSP) offers technical and financial support to private landowners, lessees, and land managers committed to caring for, conserving, and restoring vital forest resources throughout the state. The forests on these private lands provide various public benefits, including safeguarding watersheds, supporting wildlife habitats, providing forest products, and offering recreational and educational opportunities, as well as local jobs.

The FSP, established under Chapter 195F of the Hawaii Revised Statutes (HRS), authorizes the Department of Land and Natural Resources (Department) to provide financial assistance for approved Forest Stewardship projects. This support helps landowners manage, protect, and restore natural resources on forested and formerly forested private lands. The FSP is implemented by the Division of Forestry and Wildlife (Division) under Chapter 195F, HRS, and Section 109 of the Hawaii Administrative Rules (HAR). The program offers cost-sharing for developing long-term forest

management plans and executing approved Forest Stewardship plans. Details about applicant requirements, management practices, cost-share rates, and funding priorities are available in the FSP Handbook ([FSP-Handbook-Revision_FINAL-2023.pdf](#)).

To participate in FSP, interested landowners and managers follow a series of steps to develop a long-term Forest Stewardship management plan.

1. Interested landowners submit project proposals for review by the Forest Stewardship Advisory Committee (FSAC), which assesses the project based on program eligibility requirements and ensures the project aligns with the program's goals of conservation, restoration, and/or forest production. The FSAC approves project proposals and recommends developing Forest Stewardship management plans.
2. Landowners develop the Forest Stewardship management plan in collaboration with natural resource professionals, which is then reviewed and approved by the FSAC and Division, and may be recommended for approval by the Department.
3. The FSP may then provide funding (cost-share support) for implementing management actions in an approved Forest Stewardship management plan through a Forest Stewardship Agreement, depending on available funding.

The FSAC includes 13 members representing private forest landowners, federal, state, and county resource agencies (such as the U.S. Fish and Wildlife Service and USDA Natural Resources Conservation Service), consulting foresters, forest industry, conservation organizations, and Native Hawaiian interests.

Due to limited funding and many applicants, the Division ranks and prioritizes approved Forest Stewardship management plans with the help of the FSAC, which may recommend approval of financial assistance. The FSAC reviews the ten-year implementation schedule and budget to ensure management practice costs are reasonable and follow the program's approved cost-share rates. The Division selects projects for funding based on evaluation criteria and program priorities, including but not limited to public benefits, watershed protection, development of new forestry and conservation techniques, economic diversification and rural employment, and the preservation or restoration of valuable natural resources, including native plants, animals, and ecosystems.

Cost-share support for implementing management plans is granted through a Forest Stewardship Agreement submitted to the Chairperson or Board of Land and Natural Resources (Board) for approval. Projects over \$500,000 seeking cost-share support are presented to the Board. Previous delegations to the Chairperson for the FSP (August 11, 2023, item C-4) <https://dlnr.hawaii.gov/wp-content/uploads/2023/08/C-4.pdf> include approval of Forest Stewardship Agreements valued at less than \$500,000. Funding for these Agreements comes from various state and federal sources, including but not limited to funds allocated under Section 195F-4, HRS; annual legislative appropriations of state general and special funds; and USDA Forest Service grants.

Forest Stewardship Agreements are granted through a Procurement Exemption from Chapter 103D (reference number PE14-026K, expiring on June 30, 2028). The contracting process for these agreements includes the administrative release of funds, certification of funds by the Comptroller, approval of form by the Attorney General, and ultimately approval by the Chairperson. This process also requires compliance with Chapter 343, HRS before landowners receive a notice to proceed with the Agreement.

DESCRIPTION OF PROJECT:

The Waikōloa Dry Forest Stewardship project aims to restore 86 acres of degraded dryland habitat adjacent to the existing 275-acre Waikōloa Dry Forest Preserve, which contains some of the last remaining native Wiliwili trees (*Erythrina sandwicensis*) and the federally listed endangered 'uhi'uhi tree (*Mezoneuron kavaianse*) in the region. The project is located within the State Agricultural District and the County of Hawai'i Open Zoning land.

The project area is owned by the Waikōloa Village Association (WVA), a homeowners' association that owns about 10,000 acres in the Waikōloa region. WVA has held parcel 3-6-8-002:033 since the 1970s. The 86-acre project site is in a highly visible, accessible area licensed to Waikōloa Dry Forest Initiative (WDFI) as an extension of the Waikōloa Dry Forest Preserve (see Exhibit A). From 2009 to 2019, WDFI successfully completed a Forest Stewardship project to restore the nearby preserve. The restoration of this dry forest continues through strong partnerships with community groups, state, and federal agencies.

The WDFI's long-term goal is for this area to become a vital resource that the community values and protects. Through efforts in conservation, restoration, and providing access, this project will enhance the habitat quality, boost native species populations, and support the ongoing conservation and stewardship of the native dry forest in the region.

Flora and Fauna

The project area was once a vibrant lowland dry forest and shrubland, but it is now heavily degraded by invasive grasses such as fountain grass (*Cenchrus setaceus*) and buffel grass (*Cenchrus ciliaris*). It is estimated that less than 5% of native plant cover remains, including remnant wiliwili, 'uhi'uhi, kumuniu (*Doryoptersi decipiens*), pololei (*Ophioglossum polyphyllum*), 'ilima (*Sida fallax*), and 'uhaloa (*Walterica indica*).

Common wildlife includes invasive goats (*Capra hircus*), feral cats (*Felis catus*), pigs (*Sus scrofa*), mongooses (*Urva auropunctata*), wild donkeys (*Equus asinus*), and rats (*Rattus spp.*). Native threatened and endangered species observed in the project area and/or adjacent preserve include nēnē (*Branta sandwicensis*), nalo meli maoli (*Hylaeus spp.*), and the Blackburn's sphinx moth (*Manduca blackburni*). Project management activities will implement measures to avoid disturbing these species while restoring habitat through conservation efforts.

Historical & Cultural Resources

An archaeological field inspection was carried out on September 11, 2025, by ASM affiliates at WDFI's request. The survey involved a pedestrian examination of proposed firebreak and fence alignments. The report states that no historic properties were found within the proposed area, and no further historic preservation work is recommended for the project. Compliance with Chapter 6E-8, HRS consultation will be completed after the Board approves the WDFI Forest Stewardship Agreement.

Management Plan

The FSAC approved the Waikōloa Dry Forest management plan on January 14, 2025, and the Division Administrator approved it on August 12, 2025 (Exhibit B).

The 10-year management activities outlined in the management plan are summarized below:

- **Fencing:** Install ungulate exclusion fencing to reduce ungulate pressure in the restoration area and promote native vegetation recruitment and establishment.
- **Fuel break:** Create a fuel break to safeguard native resources, restoration zones, and nearby communities.
- **Weed Control:** Use mechanical and chemical methods to manage invasive weeds and decrease fuel load.
- **Tree/Shrub Site Preparation, Tree/Shrub, and Groundcover Establishment:** Enhance native plant habitat by planting native dry forest tree and shrub species listed in the approved management plan. Planting will be carried out with community volunteers during the rainy season. When possible, direct seeding will also be performed.
- **Irrigation:** Install an irrigation system to supply water during the first year of planting to help plants establish and survive drought periods.
- **Trails and Access:** Create access trails for staff and equipment to reach restoration zones and for community members to safely explore and connect with the dryland forest.
- **Monitoring and Maintenance:** Ongoing monitoring and maintenance will be carried out after the initial planting and throughout the 15-year management dedication period of the contract. This includes, but is not limited to, maintaining fencing and fuel breaks, and controlling weeds.

All project activities will be carried out carefully to prevent or reduce impacts on native threatened and endangered species and to protect historic properties.

Forest Stewardship Agreement

A total of **\$527,700.00** in state and federal FSP funding is requested to support the WDFI Forest Stewardship Agreement (see draft agreement attached as Exhibit C). This includes \$234,100 in state funds and \$293,600 in federal cost-share funds as reimbursement for implementing approved management practices through the 2036 fiscal year. WDFI will contribute a total of **\$611,950.00** toward their FSP project. An additional **\$88,350.00** from other sources, including private donations and federal and state grants, will also support the project. The costs for the proposed management

practices are consistent with those of other forest management projects in the state.

State cost-share support comes from various state and federal sources, including but not limited to funds allocated under Chapter 195-F-4, HRS, annual legislative appropriations of state general and special funds, and the USDA Forest Service grant award number 25-DG-11052021-214. Additionally, WDFI has agreed to continue maintaining the installed Forest Stewardship practices for five more years after the state cost-share contributions are completed, or through the 2041 fiscal year.

DISCUSSION:

The Division is seeking approval for a Forest Stewardship Agreement with WDFI along with cost-sharing support to execute the ten-year Waikōloa Dry Forest management plan.

Hawai'i has lost over 90% of its dryland forests and many species due to forest conversion. In the Waikōloa region, the native ecosystem has been reduced to small fragments surrounded by tens of thousands of acres of invasive grasses that create major wildfire hazards. WDFI has developed an effective approach to forest management that combines habitat restoration, fire prevention, and public engagement. This project will expand the impact of this vital work by increasing the scale of their efforts. Public environmental benefits include increased native biodiversity, improved native plant and wildlife habitats, and reduced wildfire risks. Additionally, the project will give the community opportunities to connect with and appreciate native dry forests through access, education, and recreation.

This project will build on WDFI's efforts in wildfire mitigation and large-scale native seeding. After a wildfire in 2018, WDFI launched comprehensive post-fire restoration, focusing on invasive species control and native seed planting. The project involved working with other land managers and researchers, establishing WDFI as a regional leader in ecological restoration. The lessons learned have guided similar projects across the region, encouraging seed collection and sharing among partners. Through this initiative, WDFI will expand its efforts by increasing the number of seed collection sites and enhancing the native seed supply available to partners for restoration, especially after fires. Sharing seeds will help reconnect fragmented dry forest landscapes and their stewards, fostering resilience and diversity.

WDFI has also demonstrated the capacity, dedication, and community support to sustain the planned management of the Waikōloa Dry Forest. This project offers a vital opportunity to preserve a sense of place, connect with cultural heritage, and enhance biocultural stewardship through on-site educational programs, volunteer opportunities, and other public engagement efforts that WDFI has become known for. WDFI's programs involve youth and adults in place-based learning, providing hands-on experiences that deepen their understanding of conservation and stewardship practices. WDFI also hosts the annual Wiliwili Festival, monthly workdays, an after-school program for local youth, and a monthly Biocultural Talk Series open to the public. The

series, which began in 2020, offers chances for the community to learn from local experts, practitioners, scientists, and community leaders while engaging with the forest.

Although the land is privately owned, WDFI provides public access to the neighboring Preserve for hiking, environmental education, and other low-impact recreational activities. The Waikōloa Dry Forest is a popular destination for field trips, welcoming students from schools across Hawai'i Island, including many Title I schools. Thousands of visitors and learners from the local community and around the world have come to participate in place-based, hands-on learning experiences in the Waikōloa Dry Forest. This new project will build on those opportunities, offering even greater access for local youth and the broader community.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with the requirements of Chapter 343, HRS, and Section 11-200-8, HAR, as well as the Exemption List for the Department approved by the Environmental Council on November 10, 2020, the subject project is exempt from preparing an environmental assessment under the general exemptions outlined in Exhibit D.

Agencies/Organizations consulted:

- U.S. Department of the Interior, Fish and Wildlife Service
- U.S. Department of Agriculture, Natural Resources Conservation Service
- The Nature Conservancy

RECOMMENDATIONS:

That the Board:

1. Approve a Forest Stewardship Agreement with Waikōloa Dry Forest Initiative Inc. for cost-share support of \$527,700 to implement the Waikōloa dry forest management plan, subject to the following:
 - A. Availability of funds; and
 - B. Review and approval as to form of the Forest Stewardship Agreement by the Department of the Attorney General.
2. Authorize the Chairperson to administer, modify, and extend the Waikōloa Dry Forest Management Plan Forest Stewardship Agreement.
3. Declare, after considering the potential effects of the proposed project as outlined in Chapter 343, HRS, and Chapter 11-200, HAR, that the Waikōloa Dry Forest Management Plan Forest Stewardship Agreement is likely to have minimal or no significant impact on the environment and is therefore exempt from the requirement to prepare an environmental assessment under the categories listed in the Declaration of Exemption (Exhibit D).

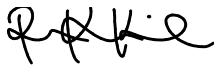
APPROVE A FOREST STEWARDSHIP AGREEMENT WITH WAIKŌLOA DRY FOREST INITIATIVE INC.
TO IMPLEMENT THE WAIKŌLOA DRY FOREST MANAGEMENT PLAN

Respectfully submitted,



David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:

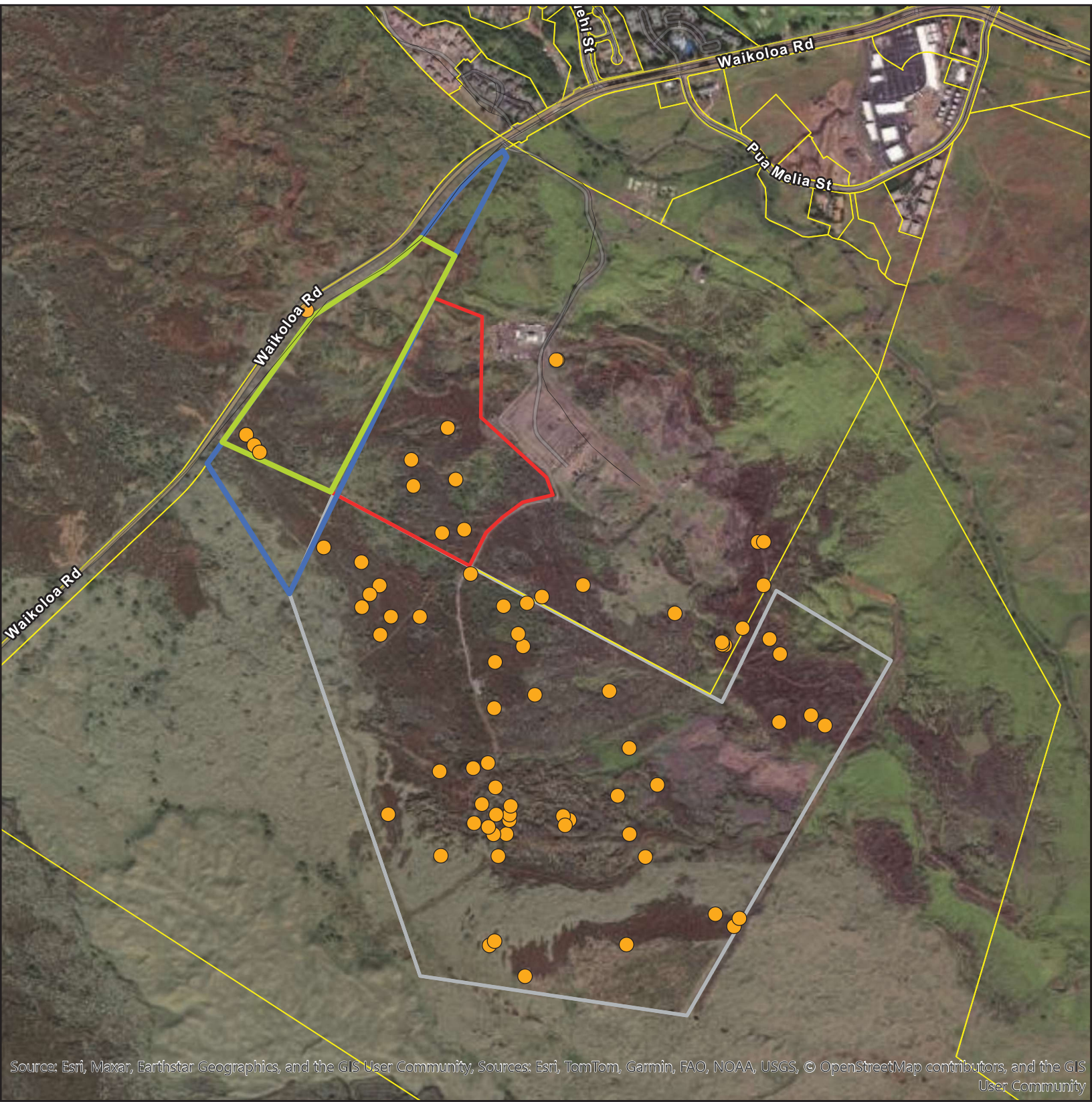







Dawn N.S. Chang, Chairperson
Board of Land and Natural Resources

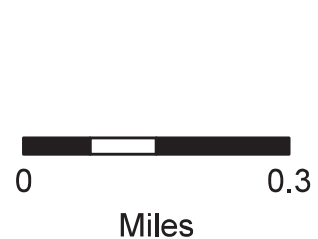
Attachments:

- Exhibit A. Property Area Map
- Exhibit B. Waikōloa Dry Forest Management Plan
- Exhibit C. Draft Forest Stewardship Agreement
- Exhibit D. Declaration of Exemption

PROPERTY AREA MAP



-  PROJECT AREA UNIT 1 FENCE
-  WVA ALTERNATE AREA
-  WVA_ALTERNATE_AREA_EXPANDED
-  WDFI EXISTING PRESERVE
-  TMK-WAIKOLOA



Hawai'i Forest Stewardship Program Waikōloa Dry Forest Management Plan



Applicant and Landowner Information

Applicant Name: Waikōloa Dry Forest Initiative, Inc
Mailing Address: 65-1227 Opelo Rd A9 Kamuela, HI 96743
Email: wdfi@waikoloadryforest.org
Phone Number: (808) 494-2208

Landowner Name (if different than above): Waikōloa Village Association
Mailing Address: P.O. Box 383910, Waikoloa, HI 96738
Email: admin@waikoloagolf.com
Phone Number: 808.883.9422
Length of Ownership: Since 1971
Lease/License Holder Name (if applicable): Waikōloa Dry Forest Initiative
Effective Date of Lease and Lease Term (if applicable): January 1, 2025; 25 years

Plan Writer Information

Plan Writer Name: Jen Lawson
Company Name (if applicable): Waikōloa Dry Forest Initiative
Mailing Address: 65-1227 Opelo Rd A9 Kamuela, HI 96743
Email: jen@waikoloadryforest.org
Phone Number: (808) 4949-2208

Property Information

Island: Hawai'i
Property Address: Quarry Road, Waikōloa, HI 96738
Tax Map Key number(s): 3-6-8-002-033
Property Acreage: 252.987

Acres of FSP Project Area: 86

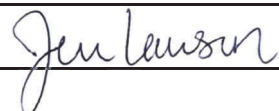
State and County land use district or (zone) designation: Agriculture, Open Zoning
Farm Service Agency Tract Number (if applicable):

Date of plan completion: 03/05/2025

Signature Page

Applicant Certification: I have reviewed this Forest Stewardship Plan and hereby certify that I concur with the recommendations contained within. I agree that resource management activities implemented on the lands described shall be done so in a manner consistent with the practices recommended herein.


Applicant Name: Jennifer Lawson

Applicant's Signature: 

Date: 8/1/2025

Plan Writer Certification: I have prepared this Forest Stewardship Plan. Resource professionals have been consulted and/or provided input as appropriate during the preparation of this plan.

Plan Writer Name: Jen Lawson

Plan Writer's Signature: 

Date: 8/1/2025

State Forester's Approval: This plan meets the criteria established for Forest Stewardship Plans by Hawai'i's Forest Stewardship Advisory Committee. The practices recommended in the plan are eligible for funding according to state of Hawai'i Forest Stewardship Program guidelines and administrative rules.

State Forester's Name: David G. Smith, DOFAW Administrator

State Forester's Signature: 

Date: Aug 12, 2025

Forest Stewardship Advisory Committee Approval: This plan was reviewed and approved by the Forest Stewardship Advisory Committee on 01/14/2025.

I. Executive Summary

The Waikōloa Dry Forest is a unique and storied ecological and cultural resource in the Waikōloa community. This proposed project aims to reclaim and restore 86 acres of degraded dryland habitat in two phases. The Priority 1 area spans 53 acres licensed to the Waikōloa Dry Forest Initiative (WDFI) as an expansion of the 275-acre Waikōloa Dry Forest Preserve, where a Forest Stewardship Program (FSP) successfully guided restoration from 2009 to 2019. The Priority 2 area, encompassing 33 acres, is under negotiation for management implementation by WDFI and will extend restoration work in an easily accessed and highly visible area.

Historically, the property was a thriving lowland dry forest and shrubland, now heavily degraded by invasive grasses such as fountain grass and buffel grass, which dominate the landscape. Small remnants of native vegetation persist, including mature wiliwili trees and endangered uhiuhi trees. Forest health is threatened by invasive species, wildfire risks, and the loss of biodiversity, with less than 5% native plant cover remaining.

WDFI envisions sustainable stewardship of the property, aligning with our mission to protect, promote, and restore native Hawaiian dryland forest ecosystems. The project aims to rehabilitate this landscape through threat management, outplanting, direct seeding, and long-term care. We envision this area to become an important resource enjoyed and cared for by our community. Through protection, restoration, and access opportunities this project will improve the quality of the habitat, increase native species abundance, and promote conservation and stewardship of native forest in our region in perpetuity.

This project builds on a proven model of restoration success and represents a critical opportunity to preserve a sense of place, cultural heritage, and ecological integrity in Waikōloa while providing community benefits such as access, education, and recreation.

II. Introduction

A. Property Description

The project is located on an 86-acre portion of parcel 3:6:8:002:033 in Waikōloa Village in the South Kohala district of Hawai'i Island. This portion of the parcel is located adjacent to the existing 275-acre Waikōloa Dry Forest Preserve and contains some of the last remaining native Wiliwili (*Erythrina sandwicensis*) and Uhiuhi (*Mezoneuron kawaiense*) in the region.

The ahupua'a of Waikōloa, often called Waimea-Waikōloa, is characterized by its dry, windy climate and vast grasslands. Once home to thriving native ecosystems, much of the landscape was converted to pasture for cattle and sheep. In the driest regions, invasive, fire-adapted grasses have replaced native shrubs, fueling a relentless fire cycle that has drastically diminished native vegetation. Today, the area is dominated almost entirely by non-native plant species.

The project site is similarly degraded and dominated by fountain grass (*Cenchrus setaceus*) and buffel grass (*Cenchrus ciliaris*), but several elder wiliwili (*Erythrina sandwicensis*) and two mature wild uhiuhi (*Mezoneuron kawaiense*) trees persist. The area has been divided into two priority areas because an agreement has not been reached with the landowner for the entire 86 acres. A license agreement for 53-acres (Priority 1) has been granted to WDFI and negotiations for securing the additional 33-acres (Priority 2) are underway. The Priority 1 area encompasses all native trees that persist in the area and will share a fenceline with the existing Waikōloa Dry Forest Preserve.

The substrate is comprised primarily of rough 'a'a lava flows interspersed with areas of rocky silt loam. The area has a slight western-facing slope with rises and valleys in the lava flow. The elevation is 250m at the low point and 280m at the highest point. The average annual rainfall reported by NOAA is 12.72". Periods of drought without significant rainfall can last most of the year and flooding has occurred in low lying areas during storms. Wind is another element that influences the environment in Waikōloa which regularly experiences strong trade winds and gusts over 45mph.

B. Property History and Land Use

The Waikōloa Village Association (WVA) is a homeowner's association that owns approximately 10,000 acres in the region of Waikōloa. WVA has owned parcel 3:6:8:002:033 since the 1970's. Part of the parcel (15 acres) is zoned industrial while the remaining 252 acres have State Agricultural Use and County Open zoning designations. Hawai'i Water Service leases a portion of this parcel for its operations base yard and they have been excellent partners in supplying WDFI with a water meter, providing corporate sponsorship for community events, and supplying water for a helicopter dip-tank built by WDFI to aid the Hawai'i Fire Department during fire suppression activities.

WDFI has been unofficially caring for the native trees that persist on the property since 2011. This has included seed collection and storage of native seeds, and small-scale fencing and weed removal to protect endangered uhiuhi trees (*Mezoneuron kavaense*). The project area was part of a USFWS Proposed Critical Habitat for three endangered species in 2014 promoting an agreement between WVA and USFWS that prevents any development or harmful activities in a 60-acre section of the original proposal.

The landowner and some of its tenants' activities on this parcel have increasingly threatened the native dry forest habitat. This has included dumping and storing green waste containing invasive species such as Christmas berry (*Schinus terebinthifolia*), haole koa (*Leucaena leucocephala*), and coconut rhinoceros beetles (*Oryctes rhinoceros*). Improper herbicide application has directly impacted an endangered uhiuhi tree, and rock harvesting using heavy equipment within the uhiuhi habitat is ongoing. Unauthorized hunting has punctured WDFI's irrigation lines and endangered our staff. An area within the parcel is leased out for storing vehicles and shipping containers which has increased access and activity in the area elevating fire risk. A fire started and was promptly extinguished, near the forest preserve entrance in 2023 and we suspect it was caused by a cigarette or perhaps set intentionally. Furthermore, this storage area has no security, oversight, or secondary containment for chemicals. These activities, and the continued degradation of the habitat, have prompted WDFI to pursue this expansion and implement management practices that will ensure that the remnant dry forest has a future. We also continue to work with the HOA leadership to prevent further damage to the ecosystem in areas surrounding the existing preserve.

C. Project Vision and Goals

As dedicated stewards of Waikōloa's natural resources, WDFI envisions a thriving, self-sustaining dryland forest ecosystem dominated by native species and actively cared for by the community. This project seeks to expand native dry forest habitats, transform invasive grasslands into restored forests and shrublands, and create meaningful opportunities for the community to engage in and learn about forest restoration.

The Waikōloa Dry Forest Preserve is unique because it is community-owned and community-driven. As we expand the preserve, we intend to continue our work in the

community and provide opportunities for residents, neighbors, students, and groups to contribute to the planning and implementation of our management plans. Some of our short-term goals include convening community planning meetings, and site visits to inform project planning.

Other short-term goals for the project include updating maps of existing resources, removing and excluding feral goats, protecting the area from wildfire, creating annual planting and seeding plans and beginning to reforest the project site with the diverse suite of plants that are historically known in the area.

A major long-term goal of this project is to perpetuate the natural resources and native biodiversity of Waikōloa for future generations. Through protection, restoration, and access opportunities this project will improve the quality of the habitat, increase native species abundance, and promote conservation and stewardship of native forest in our region in perpetuity. We envision the project area to become an important resource enjoyed and cared for by our community. Creating a more visible and accessible dryland forest preserve will also help us continue to encourage landowners, developers, and planners to consider the inclusion of greenspaces in their development.

D. Overview of Management Objectives and Project Benefits

This project aims to benefit both the local community and broader audiences by preserving native plant species and creating an accessible space to experience, appreciate, and learn about native lowland dry forests. Its positive impacts will begin with active management and extend to future generations in Waikōloa and beyond. Key objectives of this project include:

Community Engagement and Knowledge Sharing

Our outreach efforts will bring people together to discuss plans, share ideas, and contribute personal experiences and familial knowledge about Waikōloa and its dryland forests. This collaborative approach will inform our management practices and shape future community programs. While raising awareness remains a core goal, we also aim to gather and centralize valuable local knowledge that can enhance our conservation strategies and improve connectivity amongst our community.

Native Habitat Protection and Forest Restoration

This project supports WDFI's mission to protect, promote, and restore native Hawaiian dry forest ecosystems. Active restoration will include:

- Installing ungulate exclusion fencing
- Managing invasive weeds
- Mitigating wildfire risks
- Collecting and propagating native seeds
- Planting and seeding native species
- Monitoring plant growth and health
- Creating trails and installing irrigation systems
- Coordinating staff, contractors, and volunteers to execute restoration activities

These management actions will improve biodiversity, enhance habitat for native plants and wildlife, and reduce wildfire risks to both natural resources and nearby communities. Long-term commitment and dedicated stewardship from WDFI will ensure the success and sustainability of this effort.

Access and Education

Providing opportunities for community access and education is central to WDFI's strategy. Meaningful interactions with the land foster a deeper connection to and appreciation for native forests, inspiring people to value and protect these ecosystems. We will maintain and expand public access to the forest, encouraging exploration and connection with the land. Our programs will engage youth and adults in place-based learning, offering hands-on experiences that strengthen their understanding of conservation and stewardship practices. Through this project we aim to build a stronger, more engaged community that shares in the responsibility of preserving Waikōloa's unique natural and cultural heritage.

Expanding Regional Conservation Impact

This project will build upon WDFI's work in the adjacent parcel and also contribute to existing and planned work in the larger region. WDFI plans to increase fire mitigation efforts that will protect natural resources and restoration work as well as the adjacent community and other assets in the area. This project will also contribute to, and benefit from, native seed collection and storage work that is planned through the Landscape Scale Restoration (LSR) in partnership with DOFAW and Forest Service. Native seeds can be a limiting factor in post-fire mitigation, a promising solution to deforestation and wildfire impacts, and the LSR project aims to support existing partners, expand the network of seed collection sites, and bolster native seed stock

available to partners for restoration work. This will benefit public and private lands, and help repair degraded ecosystems on small, and large scale in the region.

III. Land and Resource Description

A. Existing Vegetation/Forest Types

The proposed area was historically a lowland dry forest and shrubland now dominated by invasive grasses such as fountain grass and buffel grass with only remnants of the native dryland forest persisting. This includes aging specimens of native wiliwili and endangered uhiuhi trees. Not unlike dryland forests as a whole, there is estimated to be less than 5% native cover in this area.

Non-native

- Aloe – *Aloe vera*
- Buffel grass – *Cenchrus ciliaris*
- Fountain grass – *Cenchrus setaceus*
- Bitter melon – *Momordica charantia*
- Tree tobacco – *Nicotiana glauca*
- Kiawe – *Neltuma pallida*
- Castor bean - *Ricinus communis*
- Zulu Giant – *Stapelia gigantea*
- Dahlberg daisy - *Thymophylla tenuiloba*
- Zinnia - *Zinnia peruviana*

Native

- Kumuniu* – *Doryopteris decipiens*
- Wiliwili – *Erythrina sandwicensis*
- Pololei* - *Ophioglossum polyphyllum*
- 'Ilima - *Sida fallax*
- 'Uhaloa – *Waltheria indica*

T&E

- Uhiuhi – *Mezoneuron kawaiense*

B. Existing Wildlife

Common wildlife includes invasive goats (*Capra hircus*), feral cats (*Felis catus*), pigs

(*Sus scrofa*), mongooses (*Urva auropunctata*), wild donkeys (*Equus asinus*), rats (*Rattus sp.*), mice (*Mus sp.*), and non-native birds. In 2024, WDFI also detected Coconut Rhinoceros Beetles at the preserve.

The area is also frequented by native birds such as nēnē (*Branta sandvicensis*), pueo (*Asio flammeus sandwichensis*), and kōlea (*Pluvialis fulva*). Native insects such as the koa butterfly (*Udara blackburni*), koa bugs (*Coleotichus blackburniae*), yellow-faced bees (*Hylaeus spp.*), and the endangered ‘oka’i or Blackburn’s sphinx moth (*Manduca blackburni*) are regularly seen nearby at the existing Waikōloa Dry Forest Preserve.

C. Threats to Forest Health and Function

i. Invasive Species

In Waikōloa, invasive plant species, particularly fire-adapted grasses, dominate the landscape, including the project site. These grasses grow rapidly during rainy periods and dry out just as quickly, creating heavy fuel loads that ignite easily and spread fire swiftly across the region. To mitigate fire risks, WDFI has established fuel breaks near the project site, protecting the existing preserve and surrounding areas.

Feral and invasive mammals such as goats, pigs, donkeys, rodents, mongooses, and cats also significantly impact the forest. Feral goats are especially destructive to native vegetation, while rodents and seed-predating beetles threaten native seeds, diminishing the natural seed bank. To combat these pressures, WDFI has installed small exclusion fences around two uhiuhi trees, one wiliwili tree, and one recently deceased uhiuhi located in the Priority 1 unit. These fences effectively prevent ungulate damage and protect emerging seedlings.

Native wiliwili trees face an additional threat from Erythrina gall wasps (EGW, *Quadrastichus erythrinae*). In response, WDFI has partnered with other organizations to release biocontrol agents (*Aprostocetus nitens*) and monitor the wiliwili population for signs of damage. WDFI has also successfully reared biocontrol agents and conducted supplemental releases, a technique that could be applied to protect wiliwili trees in the project area as well.

ii. Other Threats

The Waikōloa region ranks among the most fire-prone areas in Hawai‘i and the U.S., with invasive grasses driving several major wildfires in recent years. Prolonged

drought cycles, worsened by climate change, further increase the risk. Rough terrain, extreme winds, and an under-resourced fire department often hinder wildfire suppression efforts.

Rapid development adds another significant threat to the area. Developers have built solar farms, housing, and commercial projects at an accelerated pace, with many new projects planned near the proposed project site. WDFI has engaged solar companies and advocated against a 600-acre solar development project that would have occurred in dry forest habitat where the largest stand of unprotected wiliwili trees persist. This was temporarily successful but development pressure continues.

Additionally, the landowner has allowed destructive activities, including large-scale rock collection and green waste dumping, on other parts of the parcel. These practices disrupt natural habitats and introduce non-native pests, such as the coconut rhinoceros beetle, into the forest preserve's vicinity. WDFI continues to work with the WVA staff to address these problems locally and to provide input for their management on other properties. This work is not entirely successful and there are always new problems and opportunities to better steward the community lands.

D. Soils

The project area is made up of a combination of 'a'ā lava flows from the Nanuku and Auwaiakeakua complexes and Auwaikekakua soils classified as extremely cobbly silt loam.

E. Forest Products (timber resources and non-timber forest products)

Wiliwili (*Erythrina sandwicensis*) once played a vital role in Hawaiian culture, used to craft fishing implements, floats, surfboards, 'ama for wa'a, and both flower and seed lei. Although some of these practices have declined, wiliwili seed lei remain culturally significant and cherished. Waikōloa has historically been and continues to be, an important place for gathering wiliwili seeds for lei-making, with several families sharing stories of collecting seeds in the past. WDFI aims to revive this tradition by increasing the abundance of wiliwili trees and seeds. Unfortunately, many wiliwili trees in the area have been intentionally damaged, with branches removed and bark stripped for unknown reasons.

Uhiuhi (*Mezoneuron kawaiense*) also served as a critical resource in Hawaiian culture, valued for construction and specialized implements. Despite its federal

protection, most uhiuhi trees in Waikōloa were cut, likely for wood harvesting, before WDFI began stewardship in the area.

F. Water Resources

No water resources are present. The project area is nearby Auwaiakekua stream, a non-perennial stream located within 100m of the northern boundary of the project area.

G. Historic and Cultural Sites and Resources

Historic trails, walls, and artifacts are known from the area generally, but no known cultural or archeological sites have been identified in the area in previous surveys for the initial Waikoloa Village development and subsequent projects nearby. Archaeological surveys, report reviews, and community consultation about cultural impacts and history will be a part of the proposed project to identify any unknown sites. We plan to work with ASM affiliates for archaeological and cultural surveys. We also plan to work with Ala Kahakai National Historical Park staff better to understand the history of trails in the area and inform our access trail placement. We will also consult with our close partners at Hui Aloha Kīholo for cultural references and input, and our partners at Na Kalai Wa'a will inform our broader community access and education plans. We regularly work with and consult lineal descendants of nearby areas and well-known kūpuna and cultural practitioners in our region, as these perspectives are essential for shaping our programs.

Previous surveys of the Waikoloa Village Area include:

An Archaeological Reconnaissance Survey at Waikoloa Village, South Kohala, Hawai'i.. William J. Bonk. 1988.

H. Recreational Opportunities and Aesthetic Qualities

The project area is home to some of the most beautiful, mature wiliwili trees on the island and is unique in the region for the density of these remaining trees. As the wiliwili senesce and are replaced by non-native grasses, we risk losing the identity of our region. These trees have been here for millennia and have been nearly extirpated in just 200 years. With the loss of the native ecology and species, we lose a place's stories, history, and culture. The sense of place would be forever altered without the wiliwili and their dry forest plant community. This project will help

preserve this sense of place in a highly visible area frequented by many residents and visitors to Waikōloa.

In addition to ecological restoration, the project will expand opportunities for the community to connect with the land. It will open new areas for recreational activities, like hiking and walking while allowing visitors to enjoy and learn about native plants. The area will also serve as a dynamic educational resource, hosting class field trips, interpretive tours, group visits, and volunteer service-learning experiences. We hope this work will help perpetuate cultural practices, such as gathering for lei, pili (*Heteropogon contortus*) harvesting, and occasional harvesting of dead or dying trees to create traditional wooden implements.

I. Infrastructure and Access Conditions

The project area is located on privately owned land with restricted access. However, WDFI has worked diligently to facilitate access for the public, allowing vehicles entry during business hours and pedestrians to visit at any time. To ensure safe and informed access to our private parcel, we provide visitors with essential information, education, and preparation. We have also installed security cameras that alert staff when vehicles or hikers approach the preserve. This new project site will be closer to public roadways than the existing preserve, and we anticipate it will attract frequent visitors. To accommodate this, signage will be installed to effectively communicate key information about the area and ongoing management efforts.

The landowner has considered various development opportunities for the property over the years. Nearby, is the Hawai'i Water Service operations baseyard which is fenced and consists of permanent and temporary buildings. WDFI's water meter is adjacent to this facility and will supply the project areas with water.

In 2021, WDFI constructed a helicopter dip tank within the parcel to support fire suppression efforts. This tank is situated outside the fenced areas to allow for safe helicopter access. Additionally, a 15-acre vehicle and storage container lot is located across from the dip tank, outside the project area. (See Project Area Map)

WDFI's existing nursery facility located in the existing preserve will produce plants for this project. While there is potential to expand nursery operations to meet the needs of both this and future projects, any expansion will depend on securing additional funding.

IV. Management Objectives and Practices

A. Management Objectives

Our management goals are to engage the community, protect and restore native habitats, and provide access and education to our community.

Two management units are included in the project site, these are referred to as Priority 1 and Priority 2. Priority 1 is 53 acres that has been secured through a 25-year license agreement with the landowner, the Waikōloa Village Association, and access to Priority 2 is in negotiation. We hope that the entire project area will be managed as a complete unit, but we treat them as two separate areas in our implementation schedule because the agreement to manage the area has not yet been formalized.

We will accomplish our goals through the following objectives and practices:

- Community outreach
- Installing ungulate exclusion fencing
- Managing invasive weeds
- Mitigating wildfire risks
- Collecting and propagating native seeds
- Planting and seeding native species
- Monitoring plant growth and health
- Installing irrigation systems
- Coordinating staff, contractors, and volunteers to execute restoration activities
- Creating trails for public use
- Providing educational opportunities
- Providing access for cultural practice
- Sharing native seeds sources from Waikōloa
- Sharing information with partners to increase restoration success across the region

B. Management Practice Implementation

Management practices will be implemented to mitigate threats and restore the native ecosystem. This project will leverage existing resources, equipment, fuelbreaks, seed sources, volunteers, and partnerships to achieve the management practices outlined below.

Fencing

Ungulate exclusion fencing is a requisite step in forest management because of the prevalence of feral goats in the area. WDFI will install a perimeter fence to maximize the licensed land protected from animals. If Priority 1 and Priority 2 must be treated as separate units, a short run of fencing will close the Priority 1 unit. (See Project Attribute Map)

The substrate and vehicle access to the fenceline will make this a challenging project and WDFI will contract with experienced licensed contractors to complete it. The fence will be constructed to exclude animals using 75" high tensile woven hog wire fabric, coated in Bezinal or Galfan for longevity and 8.5' T-133 galvanized steel posts with anchor plates. Corners will be constructed with 2-7/8" O/D galvanized schedule 40 pipe and horizontal braces will be 2-3/8" O/D galvanized schedule 40. Each section of wire mesh will be anchored with pins tied with straight wire. A detailed fencing specification sheet will be drafted to create an RFP for fencing contractors. The new fence will be approximately 11,000 linear feet. The proposed area would also share a fenceline (1,300 feet) with the existing preserve

Vegetation will be removed along the fence alignment before construction and will be maintained for the length of the project and beyond. Quarterly fence checks will be performed to identify any issues, damage, or potential ingress of animals. All maintenance will be done at WDFI's expense.

Tree and Shrub Site Preparation

Establishing trees and shrubs across the entire project area in a single season is not feasible so site preparation will be done in phases. This phased approach ensures that each planting site is adequately prepared to maximize the success of restoration efforts.

Site preparation will focus on the removal of non-native grasses, woody plants, and other invasive vegetation that compete with native species. This will be achieved using a combination of methods, including hand tools, line trimmers, chainsaws, and targeted chemical applications where appropriate. Herbaceous plant materials and grasses will be left in place to break down naturally. This will not be collected in piles to avoid creating habitat for Coconut Rhinoceros Beetles. Woody materials, such as kiawe trees and branches, will be removed from the site as needed to create optimal conditions for planting and safe conditions for people working in the area.

The terrain within the project area poses significant challenges to this work. Rocky and uneven substrates, combined with dense invasive vegetation, make site preparation both labor-intensive and time-consuming. Despite these difficulties, this preparatory phase is critical to creating a foundation for successful tree and shrub establishment. Removing invasive species not only clears physical space for native plants but also reduces fire hazards, improves soil conditions, and eliminates competition for water and nutrients which are all key factors in supporting the growth and resilience of newly planted vegetation.

Tree and Shrub Establishment

Planting is a cornerstone of the restoration strategy and will be significantly expanded through this project to accelerate the recovery of native vegetation and ecological function. Planting efforts will be carefully timed to align with Waikōloa's rainy season, which typically occurs from November through March, maximizing the likelihood of plant establishment and survival.

Site-specific conditions will guide planting density and techniques. While some areas feature sufficient soil development to support higher planting densities, others consist of rocky substrate where planting is more challenging. In these less developed areas, limited supplemental soil media may be used to increase successful planting. On average, we aim to plant 500 trees and shrubs per acre across suitable areas, recognizing that certain portions of the landscape may not be plantable. We plan to plant across 50 acres of the project area.

The selection of plant species will reflect a diverse mix of native dryland forest trees and shrubs, chosen to replicate the structure and composition of the historic forest. The annual planting schedule will include representation from all target species (listed below), promoting biodiversity and ecological resilience. This intentional diversity supports habitat restoration for native wildlife, improves soil health, and strengthens the forest's ability to withstand threats such as wildfire, invasive species, and climate variability.

By restoring a healthy balance of native vegetation, this project not only addresses ecological concerns but also enhances cultural and community connections to the landscape, preserving the sense of place that is integral to Waikōloa. The plant community will include the following species:

Overstory:

Wiliwili - Erythrina sandwicensis

Uhiuhi - Mezoneuron kawaiense (E)
‘A‘ali‘i - Dodonaea viscosa
‘Ohe makai - Polyscias sandwicensis
Lama - Diospyros sandwicensis
Koai‘a - Acacia koaia
Halapepe - Dracaena konaensis
‘Iliahi – Santalum ellipticum
Hō‘awa – Pittosporum terminalioides
Naio – Myoporum sandwicense
Koki‘o – Kokia drynarioides (E)
Māmane – Sophora chrysophylla

Understory:

‘Ilima - Sida fallax
Kolomona - Senna gaudichaudii
Kulu‘i – Nototrichium sandwicense
Ko‘oloa‘ula – Abutilon menziesii (E)
‘Ohai – Sesbania tomentosa (E)
‘Aweoweo – Chenopodium oahuense
Pua kala – Argemone glauca
Ko‘oko‘olau – Bidens menziesii
‘Ilie‘e – Plumbago zeylanica
‘Āwikiwiki – Canvalia hawaiiensis
Pili – Heteropogon contortus
Huehue - Nephroia orbiculata
Koali ‘awa – Ipomoea indica
‘Uhaloa – Waltheria indica
‘Anunu – Sicyos spp.
‘Ūlei – Osteomeles anthyllidifolia

Native Seeding

This project aims to establish trees, shrubs, and groundcovers through direct seeding. This practice is treated as separate from Tree and Shrub Establishment as it is most similar to approved practices in Ground Cover Establishment.

In the existing preserve, we have had success supplementing planting efforts with native seed broadcasting. Direct seeding has proven to be an efficient, cost-effective, and impactful restoration method. Broadcasting seeds helps establish dense populations of native shrubs and groundcovers, particularly in areas between

planted trees or in locations where the rocky substrate makes traditional planting difficult or impractical. Monitoring of this work has been ongoing since 2018, and species such as ‘aweoweo, uhaloa, ‘ilima, ko‘oko‘olau, and ‘a‘ali‘i are now are now regenerating.

Native seed broadcasting accelerates the restoration process and enhances the overall density and diversity of vegetation. By encouraging the natural establishment of groundcovers and shrubs, this method improves soil stability, reduces the spread of invasive grasses, and provides habitat for native wildlife. Seeding creates a more contiguous and resilient ecosystem, supporting the long-term health of the dryland forest.

Seed broadcasting will be conducted across the entire project site, with approximately 30 acres relying primarily on this method for the establishment of native trees, shrubs, and groundcovers. Millions of seeds from many of the species listed above will be collected, processed, stored, and systematically dispersed to achieve this. Seeds will be dispersed prior to the expected rainy season to ensure that seeds have the conditions for germination and are not left to dessicate or be predated on for longer periods.

Seeds will be harvested, cleaned, processed on-site and stored until they are needed either on-site or at the Hawai‘i Island Seed Bank. WDFI is also working with other agencies to obtain better seed processing and storage equipment for common seeds.

This approach allows us to address large areas quickly and effectively, reducing labor and material costs associated with planting while still achieving high-density vegetation coverage.

Fuelbreak

Wildfire is one of the most significant threats to the dryland forest, posing a constant challenge in our dry region. Establishing and maintaining an effective fuelbreak network is critical as a last line of defense to protect native natural resources, restoration areas, and surrounding communities. Ideally, our fuelbreaks will serve as strategic barriers that slow or stop the spread of wildfire, providing essential time for emergency response and minimizing damage to the ecosystem.

Fuelbreaks will be created by removing combustible vegetation, including invasive grasses, trees, and other herbaceous and woody plants, from key areas such as the

perimeter of the fence and along the existing access road. Line trimmers, chainsaws, hand tools, and targeted chemical herbicides will be used to ensure thorough and efficient vegetation removal.

Planned fuelbreaks will be a minimum of 60 feet wide, and may be wider in areas adjacent to significant fuel loads and probable ignitions. Fuelbreaks will be maintained in a near fuel-free condition, requiring ongoing maintenance several times per year due to the rapid regrowth or colonization by invasive species. Regular upkeep is essential to preserve the effectiveness of the fuelbreaks.

Beyond serving as physical barriers, these fuelbreaks will protect restoration efforts by reducing fire intensity and preventing the loss of newly planted vegetation. They also contribute to community safety by mitigating wildfire risks near populated areas and infrastructure.

Irrigation

Irrigation is essential for establishing native outplants in Waikōloa's harsh climate, where rainfall is inconsistent and often insufficient to support young plants. Providing supplemental water during the critical first year after planting will give outplants the best chance to establish strong root systems and survive periods of drought. After this initial establishment phase, irrigation will be discontinued to ensure the plants adapt to the region's natural conditions.

This project will utilize WDFI's existing water meter and some existing water lines to supply water to the restoration areas. WDFI staff bring extensive experience in irrigation design and installation, ensuring that the system will be cost-effective and capable of maximizing coverage across the serviceable area.

The planned pressurized drip irrigation system will include 2-gallon-per-minute emitters, a configuration that has proven effective in previous planting efforts. This system minimizes water waste and ensures efficient delivery directly to the root zones of plants, which is critical in conserving water in a dry environment like Waikōloa.

Irrigation components will be left in place after the initial establishment phase to support future supplemental plantings as needed. Alternatively, these components can be relocated and reused in other areas of the project site to support new planting areas.

Weed Control

Ongoing weed control is a critical component of ensuring the success of this restoration project, particularly after the initial site preparation and planting. Fast-growing invasive grasses and other non-native species pose a significant threat to the establishment and growth of native seeds and outplants. Without active management, these invasive species can outcompete native vegetation for resources such as sunlight, water, and nutrients, ultimately hindering restoration efforts.

To address this challenge, weed control will involve a combination of targeted herbicide applications and manual clearing, particularly near sensitive native plants. The targeted use of herbicides ensures efficient treatment of invasive species while minimizing impact on desired vegetation. Hand clearing will be employed around native plants to provide precise, low-impact removal of weeds in areas requiring extra care.

Weed management will be carried out across the entire project site in phases to align with planting schedules and site-specific conditions. In areas with dense weed regrowth, control efforts will be intensified to maintain a competitive edge for native species. Maintenance will continue in planted areas until native vegetation becomes dominant and sufficiently established to outcompete invasive species, reducing the need for further management.

The goal is to perform one comprehensive weed control application per phased planting area per year, with additional treatments as needed based on environmental conditions and weed pressure. This strategic approach encourages the gradual transition of the ecosystem toward a resilient native plant community.

Trails and Access

Access trails are essential for navigating the rough terrain of the project site, allowing staff and equipment to reach restoration areas and making the site accessible to visitors and volunteers. Trails also help share the project with the community by providing safe and easy pathways through the area.

To minimize environmental impact, trails will be built using only naturally occurring materials from the site. This avoids the risks of bringing in outside materials, such as pests or contaminants, and creates trails that blend with the natural landscape. Large rocks will be adjusted or broken into smaller pieces with sledgehammers,

while smaller rocks will be used to fill in walking surfaces. Rocks will also be stacked by hand to stabilize and define the trails.

Trail construction will happen alongside site preparation for planting, ensuring efficient use of time and resources. We plan to create about 3,000 feet of 4-foot-wide trails to provide long-term access for restoration, monitoring, and community visits.

These trails will support ongoing restoration efforts while giving visitors a way to safely explore and connect with the dryland forest.

Monitoring and Maintenance

Monitoring and maintenance are critical for ensuring the project's success and long-term impact. WDFI will conduct regular plant survival inventories at 1, 3, 5, and 10-year intervals to assess the health and growth of native species. These inventories will help identify trends in survival rates, guide adaptive management practices, and provide valuable data on restoration outcomes. In-depth monitoring of endangered species will occur on the same schedule. This monitoring will focus on growth, health, and reproductive output, providing insight into the resilience and recovery of these keystone species. Annual monitoring of wild uhiuhi and wiliwili trees within the project area will coincide with seed collection efforts to support ongoing restoration and propagation activities. This approach ensures that the population of these endangered species continues to grow while securing genetic diversity for future restoration efforts.

This project is designed to enhance forest health, biodiversity, and resilience for future generations. The maintenance of fencing, fuelbreaks, and invasive species will remain a focus for the required 10-year duration of the project and beyond, as long as WDFI continues to steward the property. Fencing will be regularly inspected and repaired to prevent damage from ungulates, while fuelbreaks will be cleared and maintained multiple times per year to reduce wildfire risk. Weed control efforts will continue as needed to suppress invasive species and protect the integrity of native plantings.

V. Budget Summary and Practice Implementation Schedule

Budget Summary

Year	Total Budget	Applicant Share	Federal FSP share	State FSP Share	Other funding source share	Comments/ Justification (optional)
Year 1	\$344,800.00	\$173,150.00	\$100,000.00		\$71,650.00	
Year 2	\$299,000.00	\$182,300.00	\$100,000.00		\$16,700.00	
Year 3	\$105,500.00	\$11,900.00	\$93,600.00			
Year 4	\$70,750.00	\$36,125.00		\$34,625.00		
Year 5	\$70,750.00	\$36,125.00		\$34,625.00		
Year 6	\$70,750.00	\$36,125.00		\$34,625.00		
Year 7	\$70,750.00	\$36,125.00		\$34,625.00		
Year 8	\$70,750.00	\$36,125.00		\$34,625.00		
Year 9	\$70,750.00	\$36,125.00		\$34,625.00		
Year 10	\$54,200.00	\$27,850.00		\$26,350.00		
TOTAL	\$1,228,000.00	\$611,950.00	\$293,600.00	\$234,100.00	\$88,350.00	

Total FSP share: \$527,700.00

Project Name: Waikoloa Dry Forest Initiative

YEAR 1

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs						Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	Federal FSP Share	State FSP Share	Other Program (if applicable)	
P1	Fence	382 Fence	6722	Linear Feet	\$50.00	\$336,100.00	\$168,050.00	\$100,000.00		\$68,050.00	Possible fund raising. Fencing additional acreage? 10 Year MOU - landowner has to have adequate control of parcel
P1	Fuelbreak	383 Fuelbreak	9	Acres	\$800.00	\$7,200.00	\$3,600.00			\$3,600.00	Money to be spent this Fiscal Year
P1	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00				
											Long term lease additional acres later.
						\$344,800.00	\$173,150.00	\$100,000.00		\$71,650.00	

YEAR 2

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs						Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	Federal FSP Share	State FSP Share	Other Program (if applicable)	
P2	Fence	382 Fence	4668	Linear Feet	\$50.00	\$233,400.00	\$116,700.00	\$100,000.00		\$16,700.00	*Based on bids and previously built fence in rough, rocky, remote substrate
P2	Fuelbreak	383 Fuelbreak	6	Acres	\$800.00	\$4,800.00	\$4,800.00				
P2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00				
P1	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$12,000.00				
P1	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$18,000.00				
P1	Groundcover Establishment	327 Conservation Cover	10	Acres	\$1,000.00	\$10,000.00	\$10,000.00				
P1	Irrigation		2500	Feet	\$3.50	\$8,750.00	\$8,750.00				
P1	Weed Control	315 Herbaceous Weed control	10	Acres	\$800.00	\$8,000.00	\$8,000.00				
P1	Fuelbreak	383 Fuelbreak	8.5	Acres	\$300.00	\$2,550.00	\$2,550.00				*Maintain previously established breaks in fuel free condition
						\$299,000.00	\$182,300.00	\$100,000.00		\$16,700.00	

YEAR 3

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs						Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	Federal FSP Share	State FSP Share	Other Program (if applicable)	
P1	Fuelbreak	383 Fuelbreak	9	Acres	\$300.00	\$2,700.00	\$270.00	\$2,430.00			*Maintain previously established breaks in fuel free condition
P2	Fuelbreak	383 Fuelbreak	6	Acres	\$300.00	\$1,800.00	\$180.00	\$1,620.00			*Maintain previously established breaks in fuel free condition
P2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00				
P1	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$1,200.00	\$10,800.00			

P1	Tree and Shrub Establishment	612 Tree/Shrub Establishment	4000	Seedlings	\$9.00	\$36,000.00	\$3,600.00	\$32,400.00		
P1	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$500.00	\$4,500.00		
P2	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$500.00	\$4,500.00		
P1	Irrigation		5000	Feet	\$3.50	\$17,500.00	\$1,750.00	\$15,750.00		
P1/2	Weed Control	315 Herbaceous Weed control	30	Acres	\$800.00	\$24,000.00	\$2,400.00	\$21,600.00		
						\$105,500.00	\$11,900.00	\$93,600.00		

YEAR 4

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs					Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	FSP Share	Other Program (if applicable)	
P1/2	Fuelbreak	383 Fuelbreak	15	Acres	\$300.00	\$4,500.00	\$2,250.00	\$2,250.00		*Maintain previously established breaks in fuel free condition
P1/2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00			
P1	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$6,000.00	\$6,000.00		
P1	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$9,000.00	\$9,000.00		
P1	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
P2	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
P1	Irrigation		2500	Feet	\$3.50	\$8,750.00	\$4,375.00	\$4,375.00		
P1/2	Weed Control	315 Herbaceous Weed control	20	Acres	\$800.00	\$16,000.00	\$8,000.00	\$8,000.00		*Weed sweeps in all previously planted and seeded areas
						\$70,750.00	\$36,125.00	\$34,625.00		

YEAR 5

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs					Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	FSP Share	Other Program (if applicable)	
P1/2	Fuelbreak	383 Fuelbreak	15	Acres	\$300.00	\$4,500.00	\$2,250.00	\$2,250.00		
P1/2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00			
P1	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$6,000.00	\$6,000.00		
P1	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$9,000.00	\$9,000.00		
P1	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
P2	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
P1	Irrigation		2500	Feet	\$3.50	\$8,750.00	\$4,375.00	\$4,375.00		
P1/2	Weed Control	315 Herbaceous Weed control	20	Acres	\$800.00	\$16,000.00	\$8,000.00	\$8,000.00		
						\$70,750.00	\$36,125.00	\$34,625.00		

YEAR 6

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs					Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	FSP Share	Other Program (if applicable)	
P1/2	Fuelbreak	383 Fuelbreak	15	Acres	\$300.00	\$4,500.00	\$2,250.00	\$2,250.00		
P1/2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00			

	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$6,000.00	\$6,000.00		
	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$9,000.00	\$9,000.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Irrigation		2500	Feet	\$3.50	\$8,750.00	\$4,375.00	\$4,375.00		
P1/2	Weed Control	315 Herbaceous Weed control	20	Acres	\$800.00	\$16,000.00	\$8,000.00	\$8,000.00		
						\$70,750.00	\$36,125.00	\$34,625.00		

YEAR 7

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs					Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	FSP Share	Other Program (if applicable)	
P1/2	Fuelbreak	383 Fuelbreak	15	Acres	\$300.00	\$4,500.00	\$2,250.00	\$2,250.00		
P1/2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00			
	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$6,000.00	\$6,000.00		
	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$9,000.00	\$9,000.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Irrigation		2500	Feet	\$3.50	\$8,750.00	\$4,375.00	\$4,375.00		
P1/2	Weed Control	315 Herbaceous Weed control	20	Acres	\$800.00	\$16,000.00	\$8,000.00	\$8,000.00		
						\$70,750.00	\$36,125.00	\$34,625.00		

YEAR 8

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs					Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	FSP Share	Other Program (if applicable)	
P1/2	Fuelbreak	383 Fuelbreak	15	Acres	\$300.00	\$4,500.00	\$2,250.00	\$2,250.00		
P1/2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00			
	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$6,000.00	\$6,000.00		
	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$9,000.00	\$9,000.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Irrigation		2500	Feet	\$3.50	\$8,750.00	\$4,375.00	\$4,375.00		
P1/2	Weed Control	315 Herbaceous Weed control	20	Acres	\$800.00	\$16,000.00	\$8,000.00	\$8,000.00		
						\$70,750.00	\$36,125.00	\$34,625.00		

YEAR 9

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs					Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	FSP Share	Other Program (if applicable)	
P1/2	Fuelbreak	383 Fuelbreak	15	Acres	\$300.00	\$4,500.00	\$2,250.00	\$2,250.00		
P1/2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00			
	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	10	Acres	\$1,200.00	\$12,000.00	\$6,000.00	\$6,000.00		

	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$9,000.00	\$9,000.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Groundcover Establishment	327 Conservation Cover	5	Acres	\$1,000.00	\$5,000.00	\$2,500.00	\$2,500.00		
	Irrigation		2500	Feet	\$3.50	\$8,750.00	\$4,375.00	\$4,375.00		
P1/2	Weed Control	315 Herbaceous Weed control	20	Acres	\$800.00	\$16,000.00	\$8,000.00	\$8,000.00		
						\$70,750.00	\$36,125.00	\$34,625.00		

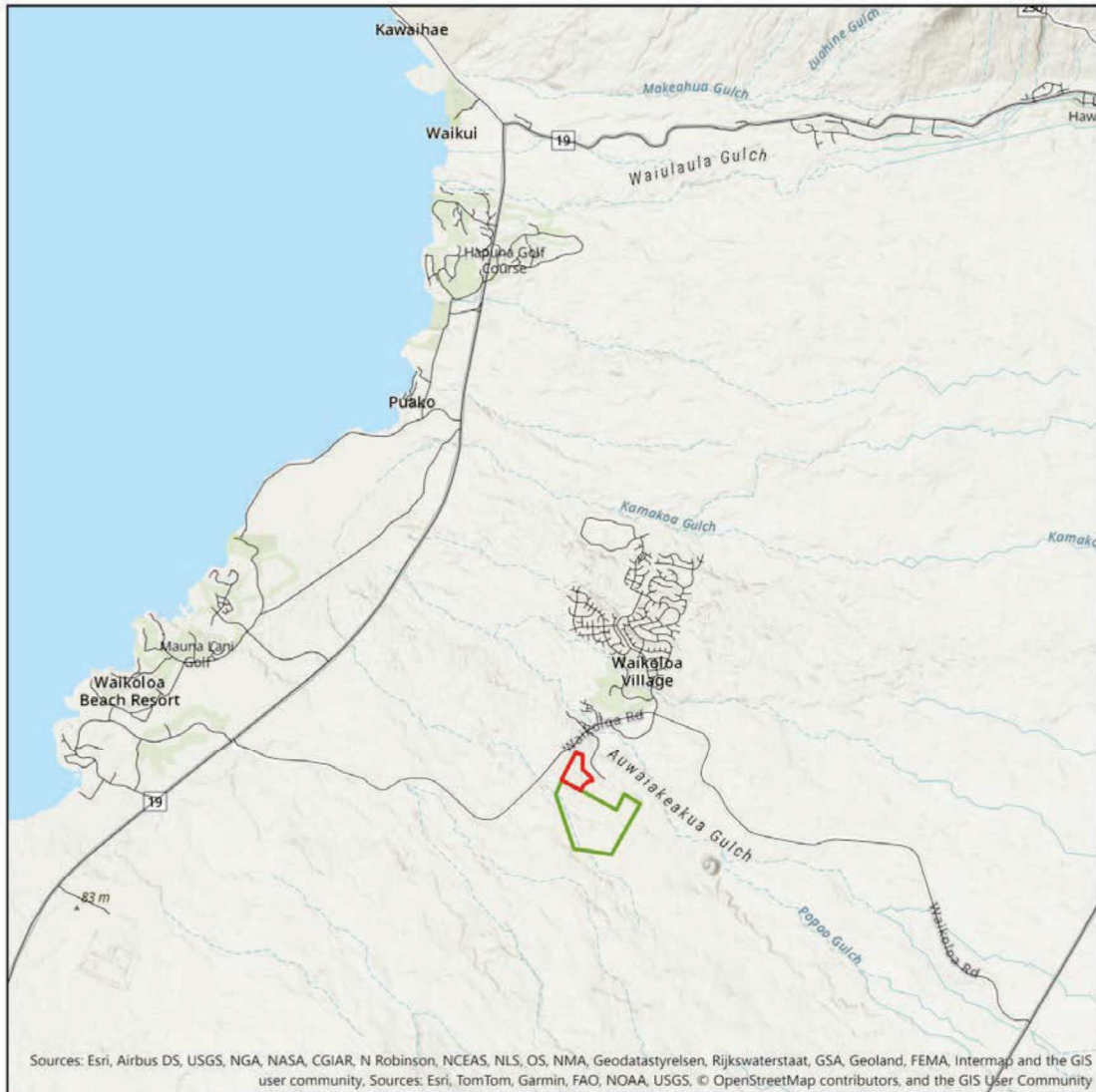
YEAR 10

Unit/Field Name (optional)	Management Practices (in order of application)	NRCS Code (if applicable)	Practice Application		Estimated costs					Notes/comments
			# of Units	Unit Type (see Table 1)	Cost/Unit	Total Cost	Applicant Share	FSP Share	Other Program (if applicable)	
P1/2	Fuelbreak	383 Fuelbreak	15	Acres	\$300.00	\$4,500.00	\$2,250.00	\$2,250.00		
P1/2	Trails and Access	575 Trails and Walkways	500	Linear Feet	\$3.00	\$1,500.00	\$1,500.00			
	Tree and Shrub Site Preparation	490 Tree/Shrub Site Prep	6	Acres	\$1,200.00	\$7,200.00	\$3,600.00	\$3,600.00		
	Tree and Shrub Establishment	612 Tree/Shrub Establishment	2000	Seedlings	\$9.00	\$18,000.00	\$9,000.00	\$9,000.00		
	Irrigation		2000	Feet	\$3.50	\$7,000.00	\$3,500.00	\$3,500.00		
P1/2	Weed Control	315 Herbaceous Weed control	20	Acres	\$800.00	\$16,000.00	\$8,000.00	\$8,000.00		
						\$54,200.00	\$27,850.00	\$26,350.00		

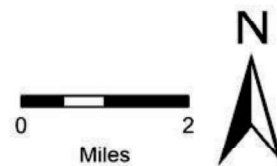
VI. Maps

1. Property Location Maps

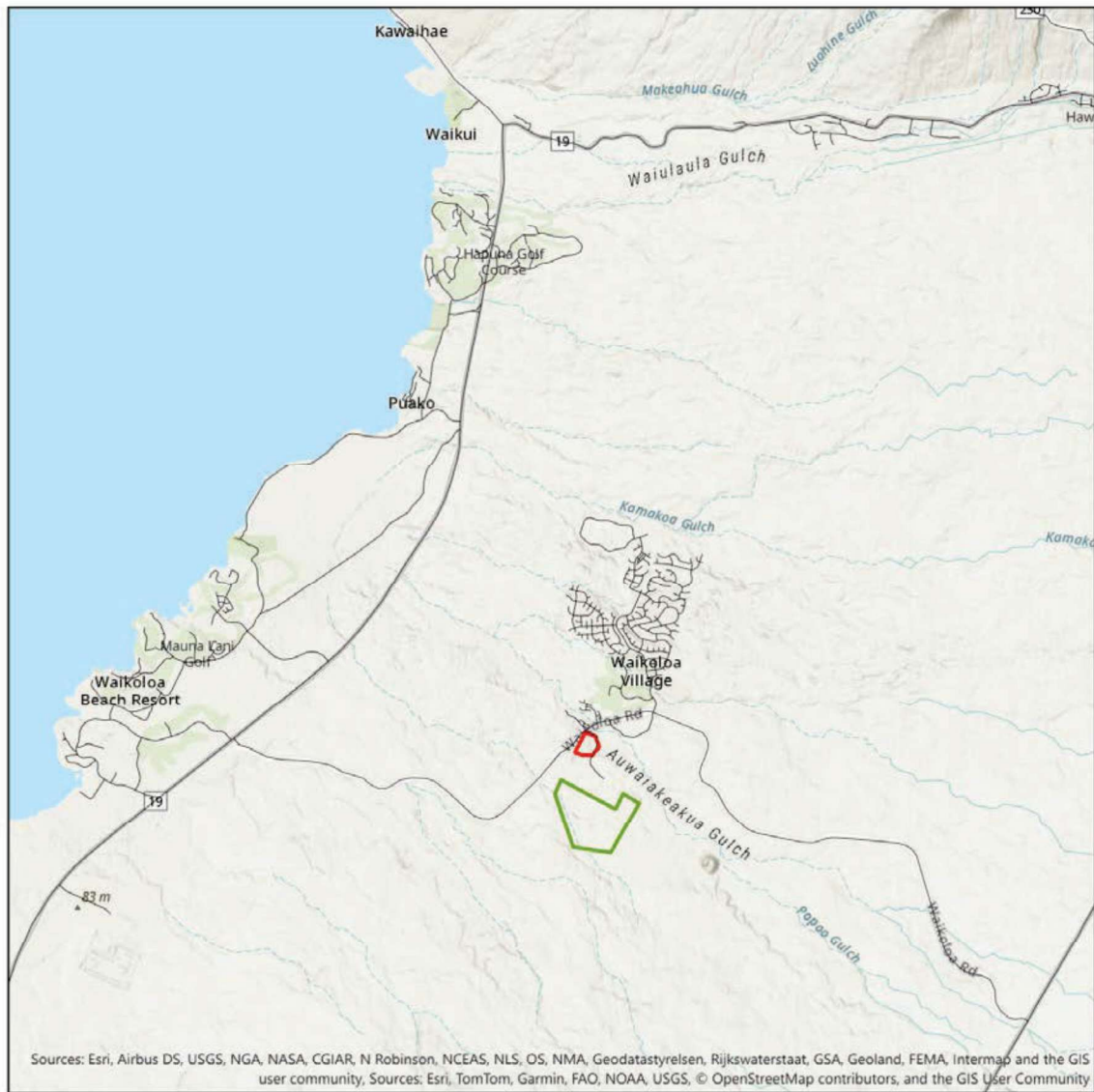
PROPERTY LOCATION MAP UNIT 1



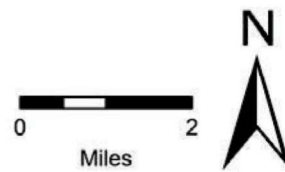
- ROADS
- PROJECT AREA UNIT 1
- WDFI EXISTING PRESERVE



PROPERTY LOCATION MAP UNIT 2

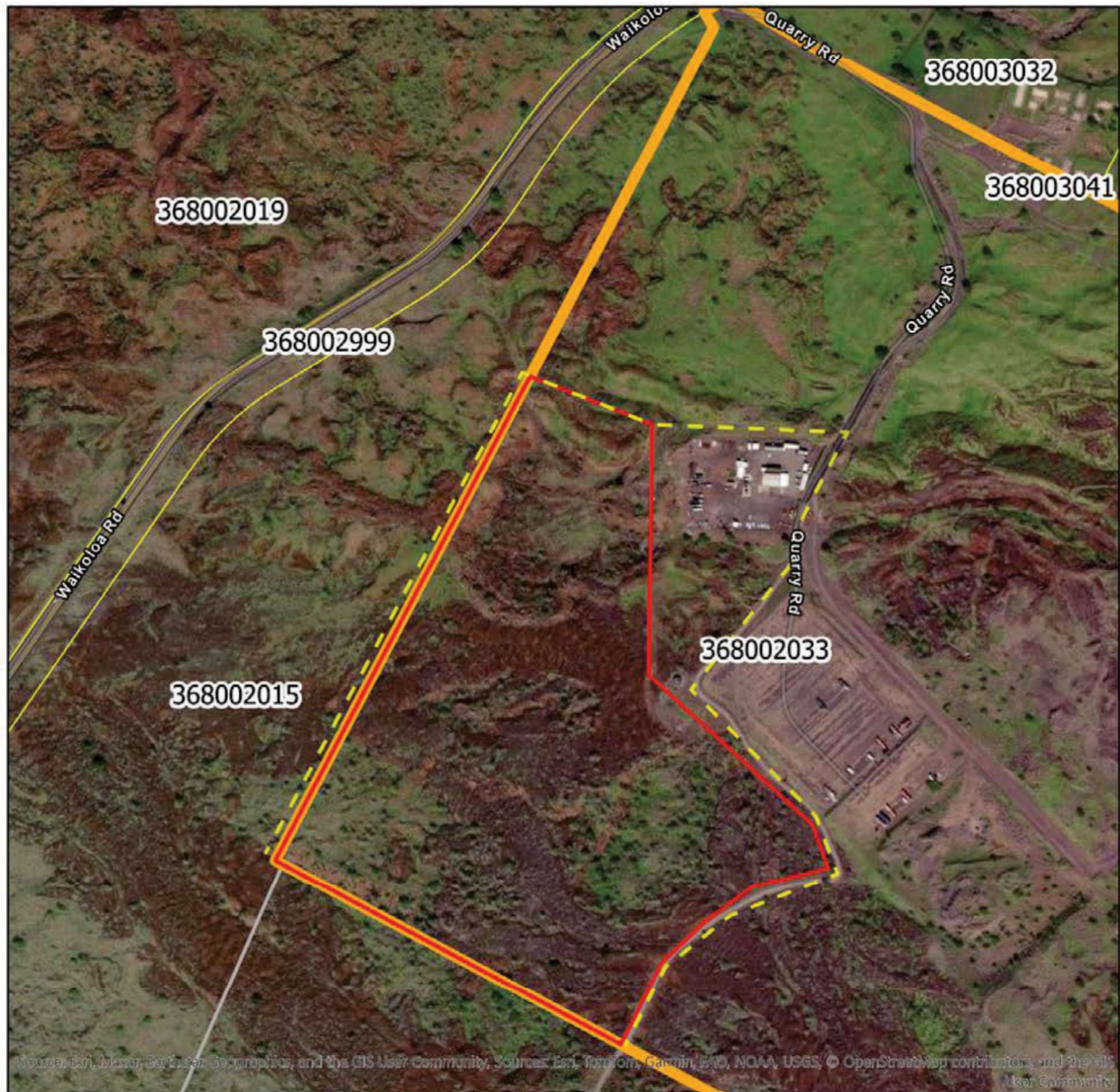


-  ROADS
-  PROJECT AREA UNIT 2
-  WDFI EXISTING PRESERVE

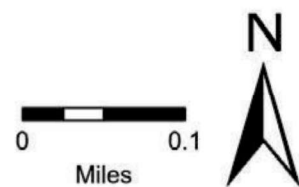


2. Property and Project Area Maps.

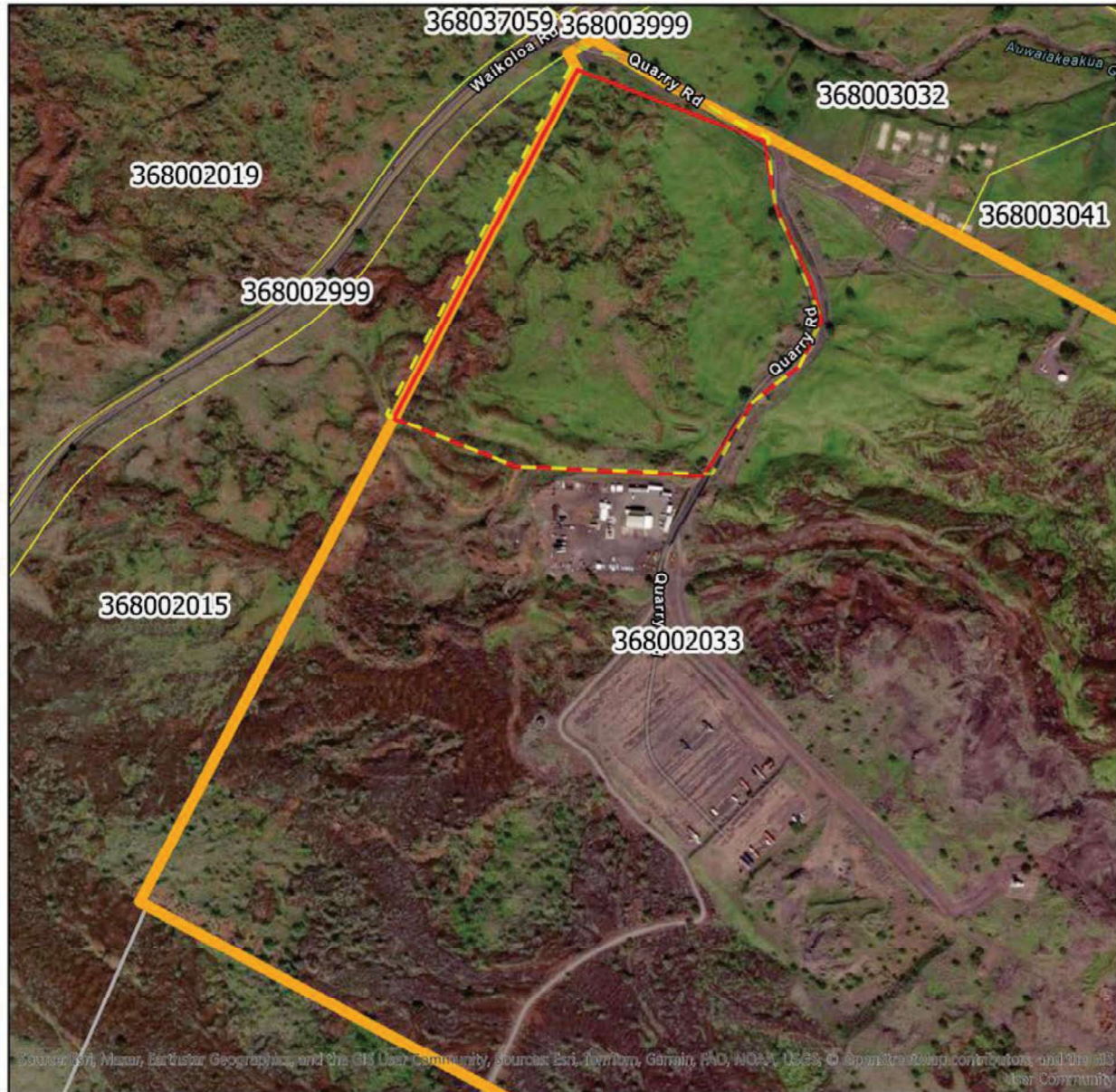
PROJECT AREA MAP UNIT 1



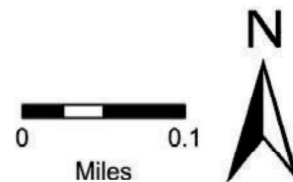
- PROJECT AREA UNIT 1 FENCE
- WDFI EXISTING PRESERVE
- TMK-WAIKOLOA
- TMK 3:6:8:002:033
- PLANNED_FUEL_BREAKS_UNIT_1



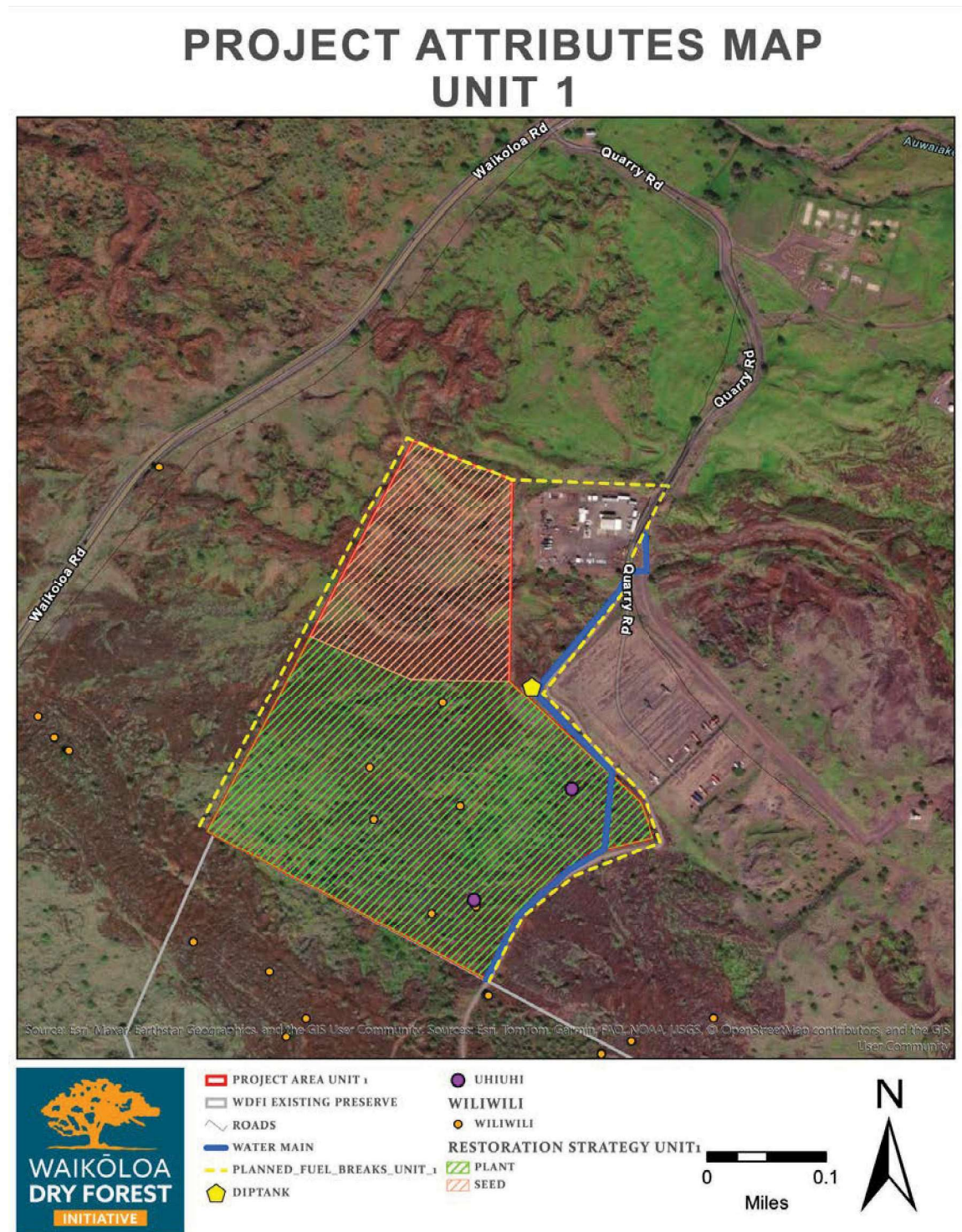
PROJECT AREA MAP UNIT 2



- WDFI EXISTING PRESERVE
- TMK-WAIKOLOA
- TMK 3:6:8:002:033
- - - PLANNED FUEL BREAKS UNIT_2



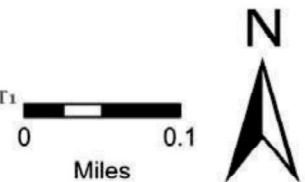
3. Project Attributes Maps



PROJECT ATTRIBUTES MAP UNIT 2



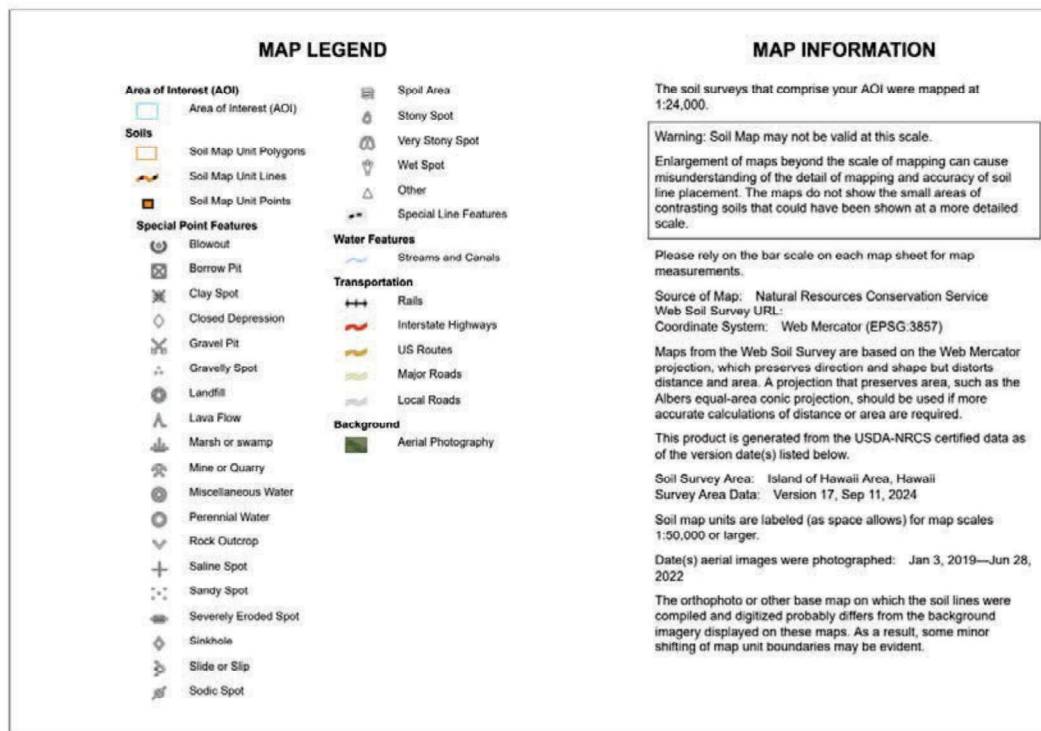
- | | |
|--|--|
| PROJECT AREA UNIT 1 | ● UHIUHI |
| WDFI EXISTING PRESERVE | ● WILIWILI |
| — ROADS | RESTORATION STRATEGY UNIT 1 |
| — WATER MAIN | PLANT |
| PLANNED_FUEL_BREAKS_UNIT_1 | SEED |
| ⬠ DIPTANK | |



4. Soil Map



Soil Map—Island of Hawaii Area, Hawaii
(Waikoloa Dry Forest)



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
310	Auwaiakeakua extremely cobbly silt loam, 2 to 10 percent slopes	3.6	4.0%
311	Auwaiakeakua extremely cobbly silt loam, 10 to 20 percent slopes	25.8	28.6%
312	Lava flows-Auwaiakeakua complex, 2 to 20 percent slopes	22.5	24.9%
350	Nanuku extremely cobbly silt loam, 2 to 10 percent slopes	1.3	1.5%
352	Lava flows-Nanuku complex, 2 to 20 percent slopes	37.0	41.0%
Totals for Area of Interest		90.3	100.0%



VII. Other Attachments



A- Biocultural Talk Story. Free Community Event hosted for learners of all ages.
B-Access & Education. Locals and visitors learn in place during a free monthly Huaka'i
C- Existing Uhiuhi within Waikōloa Dry Forest Preserve
D- Community Volunteer Planting Day
E-Waikōloa Middle School visit
F-Wiliwili Seed Collection





G- Existing Nursery Facility
H-small-scale fencing and weed removal to protect endangered uhiuhi trees (*Mezoseurum kavaense*) in proposed Unit 1
I- Keeping Goats & Ungulates out of fenced areas.
J- Mauka Boundary Fuel Break
K-Partial View of Proposed Unit 1 (12/17/24)
L-Proposed Unit 2, roadside access



**STATE OF HAWAII
FOREST STEWARDSHIP AGREEMENT**

This Agreement, made this ____ day of _____, 20____, by _____ and _____ between the Board of Land and Natural Resources, State of Hawaii (“STATE”), by its Chairperson, whose address is 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813, and WAIKOLOA DRY FOREST INITIATIVE INC., a Domestic Nonprofit Corporation (“LANDOWNER”), whose address is as follows: 65-1227 Opelo Road A9 Kamuela, HI 96743 and federal and state taxpayer identification numbers are as follows: 45-2689264 and GE-010-033-1520-01.

RECITALS

WHEREAS, Hawaii Revised Statutes (HRS) Chapter 195F, provides for the establishment of a forest stewardship program to encourage and assist private landowners in managing, protecting, and restoring important watersheds, native vegetation, fish and wildlife habitats, isolated populations of rare and endangered plants and other forest lands that are not recognized as potential natural area reserves; and

WHEREAS, in accordance with HRS Chapter 195F and Hawaii Administrative Rules (HAR) Chapter 13-109, the LANDOWNER has applied, and qualifies, for participation in the Forest Stewardship Program; and

WHEREAS, the LANDOWNER has submitted a forest stewardship management plan (“Management Plan”), set forth in Exhibit A hereto, that the STATE agrees is consistent with the policies, goals, and objectives of the Forest Stewardship Program; and

WHEREAS, the STATE desires to assist the LANDOWNER in implementing the Management Plan with financial and other assistance; and

WHEREAS, funding is available for this Agreement from various state and federal sources, including but not limited to funds allocated pursuant to HRS Section 195F-4, annual legislative appropriations of state general operating and special funds and US Department of Agriculture Forest Service (USDA-FS) grant award number 25-DG-11052021-214.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the LANDOWNER agree as follows:

A. SCOPE OF SERVICES

The LANDOWNER hereby agrees to implement the Management Plan, set forth in Exhibit A, described in the “Scope of Services,” set forth in Attachment S1, in a proper and satisfactory manner as determined by the STATE, both of which are hereby made a part of this Agreement. The STATE hereby agrees to assist the LANDOWNER in implementing the Management Plan, all in accordance with the terms and conditions set forth in Attachments S1, S2, S3, S4, S5 and S6, attached hereto.

B. COMPENSATION

The LANDOWNER shall be compensated for performance of the project under this Agreement according to established hold-down rates for management practices. LANDOWNER compensation is summarized in the “Compensation and Payment Schedule,” set forth in Attachment S2, which is hereby made a part of this Agreement.

C. TIME OF PERFORMANCE

The performance required of the LANDOWNER under this Agreement shall be completed in accordance with the “Time of Performance,” set forth in Attachment S3, which is hereby made a part of this Agreement.

D. CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

The “Certificate of Exemption from Civil Service,” set forth in Attachment S4, is hereby made a part of the Agreement.

E. OTHER TERMS AND CONDITIONS

The “Special Conditions” for Forest Stewardship Program Agreements, set forth in Attachment S5, and the “General Conditions” attached hereto, are hereby made a part of

this Agreement. For the purposes of this Agreement, the term “CONTRACTOR” in the “General Conditions” shall mean and refer to the LANDOWNER. The term “CONTRACT” shall mean and refer to this Agreement.

F. STANDARDS OF CONDUCT DECLARATION

The “Contractor’s Standards of Conduct Declaration” signed by the LANDOWNER, set forth in Attachment S6, is hereby made a part of this Agreement. For the purposes of this Agreement, the term “CONTRACTOR” in the “Contractor’s Standards of Conduct Declaration” shall mean and refer to the LANDOWNER. The term “CONTRACT” shall mean and refer to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement by their signatures to be effective as of the date first above written.

STATE

By _____
Chairperson
Board of Land and Natural Resources

Dawn N.S. Chang
Print Name

Approved by the Board of
Land and Natural Resources on

Date _____

LANDOWNER
WAIKOLOA DRY FOREST INITIATIVE INC., a
Domestic Limited Liability Company

By _____
Executive Director
Waikoloa Dry Forest Initiative, Inc.

Jen Lawson
Print Name

Date _____

APPROVED AS TO FORM:

Deputy Attorney General



STATE OF HAWAII

SCOPE OF SERVICES

SECTION 1 - SCOPE OF WORK

- 1.1 MANAGEMENT AREA - The project area to be managed is the Waikoloa Dry Forest, Forest Stewardship project area; TMK NUMBER(S) (3) 6-8-002:033 and (3) 6-8-002:015 as designated on maps found in Exhibit A to this Agreement.
- 1.2 THE PRIMARY OBJECTIVES - The STATE and LANDOWNER shall direct their efforts under this Agreement to do the following: fund the management of and manage the natural resources of the eighty six (86) acres, Waikoloa Dry Forest, Forest Stewardship project area ("Project Area") in execution of the Management Plan, entitled "Hawai'i Forest Stewardship Program, Waikōloa Dry Forest Management Plan" attached as Exhibit A to this Agreement, and all approved amendments thereto, with the intention of protecting and restoring degraded dry habitat in the Waikoloa community.
- 1.3 SCOPE OF WORK - The LANDOWNER shall perform the following technical and professional services:
- (a) Management plan. The LANDOWNER shall carry out the management activities described in the approved Management Plan, attached as Exhibit A to this Agreement.
 - (b) Consultation. The LANDOWNER shall be available for consultation regarding progress, upon request by the STATE.
- 1.4 AUTHORITY TO CARRY OUT MANAGEMENT PLAN - The LANDOWNER hereby represents that it has authority to carry out the Management Plan and that it is the landowner of the Project Area.
- 1.5 NO INCONSISTENT ACTIVITIES - The LANDOWNER shall not take any action on the Project Area that will undermine or conflict with the approved Management Plan.

II. SECTION 2 - CONTROL AND PROGRESS OF THE WORK



STATE OF HAWAII

SCOPE OF SERVICES

2.1 REPORTS - The LANDOWNER shall submit to the STATE, reports showing work accomplished at the following times:

- (a) Progress Reports. A progress report shall be due on December 31 of each year under this Agreement for which funding has been approved. This report shall include a description of the approved Management Plan accomplishments and activities, areas needing technical advice, an accounting of expenditures with documentation, and proposed modifications to the current year's management activities. This report shall be submitted to the STATE within 30 days following the due date. If the LANDOWNER would like more than two (2) reimbursements per year, a progress report shall accompany each reimbursement request, and the Project Area shall be made available for a site visit by Department of Land and Natural Resources personnel.
- (b) Annual Report. An annual report shall be due on or before June 30 of each year under this Agreement for which funding has been approved. In the event the contract is executed less than six (6) months prior to June 30, then no annual report is due on June 30 of that year. This report shall include a description of Management Plan accomplishments and activities, areas needing technical advice, and proposed modifications to the next year's approved management objectives, projects and budget. This report shall also include a detailed accounting of expenditures for the preceding 12-month period to provide the basis for the annual reconciliation of the STATE's and the LANDOWNER's respective shares of funding as determined pursuant to Attachment S2, Section 1.1. This report shall be submitted to the STATE within 60 days of due date. This report may also request, subject to approval by the STATE, changes to the Management Plan, for either or both the practice implementation schedule and/or the budget/payment schedule in order to best consolidate and rectify the past year's outcomes or lack thereof.

2.2 DELEGATION OF AUTHORITY - As used herein and throughout this Agreement, unless the context clearly indicates otherwise, the STATE shall include the State of Hawaii Department of Land and Natural Resources and its authorized employees, agents and representatives.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

SECTION 1 – PAYMENT

1.1 SCOPE OF PAYMENT -

- (a) STATE's Payment. In full satisfaction of the STATE's funding share of the approved Management Plan which is contingent upon satisfactory completion by the LANDOWNER of the management activities described in the approved Management Plan, attached as Exhibit A to this Agreement, the STATE agrees to pay the LANDOWNER a total sum not to exceed five hundred twenty seven thousand seven hundred and 00/100 Dollars (\$527,700.00). Payments shall be made according to the schedule outlined below, which includes fiscal year 2026 through 2036 for completion of the management activities described in the approved Management Plan. The STATE's funding share is the total amount of federal and state funding allocated to the Forest Stewardship Program each fiscal year.

Payments shall be made by the STATE to the LANDOWNER as partial annual reimbursements for actual expenditures made by the LANDOWNER in completing the management activities described in the approved Management Plan only after the corresponding progress or annual report has been reviewed by the STATE and all reported management activity accomplishments have been verified following an inspection of the Project Area by the STATE. Actual expenditures may include, but are not limited to, in-kind services such as heavy equipment operation and sources of labor. All funds to be paid by the STATE to the LANDOWNER shall be encumbered on an annual basis for the forthcoming fiscal year, provided that the STATE has approved the continuation of management activities outlined in Exhibit A of this Agreement for the forthcoming fiscal year.

If in any fiscal year the allocated annual funds are not exhausted due to the LANDOWNER not completing all management activities described in the Management Plan for that year, the LANDOWNER may request that these funds be incorporated in the following year's encumbrances to complete the management



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

activities which were not completed. If there are sufficient funds available to accommodate the LANDOWNER's request and the STATE approves the request, this change will be incorporated by written amendment to the Agreement.

If in any fiscal year the STATE does not appropriate, and/or the STATE does not approve the expenditure of, funds sufficient to meet the STATE's funding share of the approved Management Plan, this Agreement shall automatically terminate without penalty at the end of the last fiscal year for which any funds have been appropriated and approved, subject to Attachment S5, Section 4.1, regarding partial State funding.

- (b) LANDOWNER's Share. In full satisfaction of the LANDOWNER's funding share of the approved Management Plan, the LANDOWNER agrees to complete the management activities described in the approved Management Plan, and to initially assume all corresponding actual annual expenditures in expectation of the STATE's partial reimbursement for satisfactory completion of these management activities. Expenditures for implementation of the approved Management Plan, which are less than the amounts allocated in the approved Management Plan, may be made by the LANDOWNER in its discretion so long as the quality of materials and work as called for in the approved Management Plan is not adversely affected.



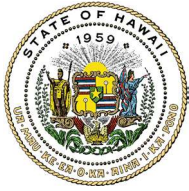
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE**PROJECT BUDGET/PAYMENT SCHEDULE:**

YEAR	Total Budget	Landowner Share	State's Share (Total Federal + State FSP Funds)	State's Share (Federal FSP Funds)	State's Share (State FSP Funds)	Other Funding Share
1	\$344,800.00	\$173,150.00	\$100,000.00	\$100,000.00	\$0	\$71,650.00
2	\$299,000.00	\$182,300.00	\$100,000.00	\$100,000.00	\$0	\$16,700.00
3	\$105,500.00	\$11,900.00	\$93,600.00	\$93,600.00	\$0	\$0
4	\$70,750.00	\$36,125.00	\$34,625.00	\$0	\$34,625.00	\$0
5	\$70,750.00	\$36,125.00	\$34,625.00	\$0	\$34,625.00	\$0
6	\$70,750.00	\$36,125.00	\$34,625.00	\$0	\$34,625.00	\$0
7	\$70,750.00	\$36,125.00	\$34,625.00	\$0	\$34,625.00	\$0
8	\$70,750.00	\$36,125.00	\$34,625.00	\$0	\$34,625.00	\$0
9	\$70,750.00	\$36,125.00	\$34,625.00	\$0	\$34,625.00	\$0
10	\$54,200.00	\$27,850.00	\$26,350.00	\$0	\$26,350.00	\$0
Totals	\$1,228,000.00	\$611,950.00	\$527,700.00	\$293,600.00	\$234,100.00	\$88,350.00

1.2 PAYMENT SCHEDULE –

- (a) Progress Payment. Within 30 days following receipt of the progress report as provided in Attachment S1, Section 2.1(a) for each year for which the STATE has agreed to pay the LANDOWNER as outlined in the schedule above and for which funding has been appropriated, the STATE shall pay to the LANDOWNER a portion of the STATE's funding share of the approved Management Plan as a partial reimbursement of actual expenditures made to complete approved management activities. This payment shall be subject to the LANDOWNER's satisfactory completion of the corresponding approved management activities described in the approved Management Plan, attached as Exhibit A to this Agreement, and calculated on the basis of actual expenditures made by the LANDOWNER. This payment shall also be subject to the STATE's approval of such progress report.
- (b) Annual/Final Payment. Within 30 days of receipt of the annual report as provided in Attachment S1, Section 2.1(b), the STATE shall pay to the LANDOWNER the



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

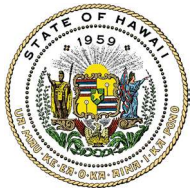
balance of the STATE's approved annual funding share. This payment shall be subject to the LANDOWNER's satisfactory completion of the corresponding annual management activities described in the approved Management Plan, attached as Exhibit A to this Agreement, and calculated on the basis of actual expenditures made by the LANDOWNER.

- (1) Annual or Final Acceptance and Payment - Annual or final acceptance means a written notice from the STATE to the LANDOWNER advising the LANDOWNER of the satisfactory fulfillment of the Agreement's annual or final requirements.

- 1.3 UNAUTHORIZED WORK - The LANDOWNER shall not receive matching STATE funds for management activities not designated in the approved Management Plan. All work completed by the LANDOWNER prior to receipt of a fully-executed copy of this Agreement, and prior to STATE approval of funding for any subsequent years and prior to STATE approval of any subsequent amendments to the approved Management Plan, shall be at the LANDOWNER's own volition and risk, including work performed during the period of any deliberations by the STATE in anticipation of approval; provided, however, that if funding and/or amendments applicable to such work are subsequently approved, the LANDOWNER may be paid for such work even if performed prior to such approval.

SECTION 2 - FISCAL RECORDS MAINTENANCE, RETENTION, AND ACCESS

- 2.1 The LANDOWNER shall maintain, in accordance with generally acceptable accounting practices, fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices materially related to the LANDOWNER's performance of services paid for by State funds under this Agreement.
 - (a) The STATE, the Comptroller of the State of Hawaii, and any of their authorized representatives, the committees (and their staff) of the Legislature of the State of Hawaii, and the Legislative Auditor of the State of Hawaii shall have the right of access to any book, document, paper, file, or other records of the LANDOWNER



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

that is materially related to the performance by the LANDOWNER of services funded by the STATE under this Agreement, in accordance with generally accepted audit procedures, for the purposes of monitoring and evaluating the LANDOWNER's performance of services and the LANDOWNER's management program and fiscal practices to assure the proper and effective expenditure of funds under this Agreement; provided, however, that no party conducting any such audit or examination shall copy, distribute, or retain any of such information or records, with the understanding that it is not the intention that the LANDOWNER's financial and other records and information be made public.

- (b) The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The LANDOWNER shall retain all records related to the LANDOWNER's performance of services funded under this Agreement for at least three (3) years after the date of submission of the LANDOWNER's annual reports for any designated period and payment for such expenditures by the STATE in accordance with its matching share, except that if any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the 3-year period, the LANDOWNER shall retain the records until completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year retention period, whichever occurs later.



STATE OF HAWAII

TIME OF PERFORMANCE

SECTION 1 - EXECUTION OF AGREEMENT

- 1.1 EXECUTION OF AGREEMENT - This Agreement shall be promptly executed by the STATE and the LANDOWNER upon approval by each party.
- 1.2 CERTIFICATION AND APPROVAL OF AGREEMENT - This Agreement shall not be considered to be fully executed unless the Office of the Attorney General of the State of Hawaii has approved this Agreement as to form.

SECTION 2 - TERM

- 2.1 INITIAL TERM - The initial term will be for a minimum of ten (10) years following the completion of any and all management practices for which the LANDOWNER has received cost-share assistance. The management dedication term, as defined by HAR Section 13-109-2, shall be fifteen (15) years. Accordingly, this Agreement shall commence on the date of full execution hereof and shall be in effect until 2041; subject, however, to earlier termination as provided in this Agreement.
- 2.2 STATE FUNDING CONDITION - This Agreement is subject to continued funding of the STATE's share of the approved management budget as outlined in Attachment S2, Section 1.1. Payments are then made through the forest stewardship program to reimburse landowners for implementing approved stewardship management practices. Any balance remaining in this Agreement at the end of any fiscal year shall be carried forward into the Agreement for the next fiscal year. If in any fiscal year the STATE does not appropriate, and/or the STATE does not approve the expenditure of, funds sufficient to meet its share of the approved management budget, this Agreement shall automatically terminate without penalty at the end of the last fiscal year for which any funds have been appropriated and approved, subject to Attachment S5, Section 4.1, regarding partial State funding.



STATE OF HAWAII

**CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE**

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

(Date)

Dawn N. S. Chang

(Print Name)

Chairperson

(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII

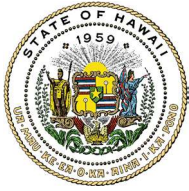
SPECIAL CONDITIONS

SECTION 1 – INSPECTIONS

- 1.1 The STATE shall have the right to make inspections of the Project Area after prior notice to the LANDOWNER. In addition, the STATE shall be obligated to inspect the work on the Project Area not less frequently than once per year under this Agreement, and more frequently in the case of a LANDOWNER default as provided in Section 4.1(d) below or when the LANDOWNER makes more than 2 reimbursement requests per year as provided in Attachment S1, Section 2.1. The STATE shall notify the LANDOWNER within a reasonable time thereafter of any perceived defaults in the LANDOWNER's implementation of the approved Management Plan. The LANDOWNER hereby represents that it has authority to allow access to the Project Area by the STATE in connection with this Agreement, conditional upon receipt of a liability waiver, acceptable to the LANDOWNER, for all state personnel visiting the Project Area.

SECTION 2 - AMENDMENTS

- 2.1 The LANDOWNER may propose for approval by the STATE, and the STATE may approve, minor alterations to the approved Management Plan, which will not have a material adverse impact on the achievement of the overall management objectives of the approved Management Plan. This includes minor changes to the practice implementation schedule and/or changes in the budget/payments schedule so long as the total management activities do not subtract from or exceed the total scope of the approved Management Plan and the budget/payments schedule does not exceed the total annual budget allocations up to and including the budget request for that year, and so long as the STATE has sufficient funding available to accommodate such a request.
- 2.2 The LANDOWNER may propose for approval by the STATE, and the STATE may approve, significant changes to the approved Management Plan or budget to adapt to current conditions. Significant amendments to the approved Management Plan shall include an amended budget, which will increase the overall STATE's funding share above



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- the total amount set forth in the approved budget/payment schedule. The STATE shall make the proposed amendments available for public review prior to final approval.
- 2.3 The proposed amendments may include, without limitation, re-establishment of management priorities, increase or reduction of the specified work, increases to the budget/payments schedule, or time for performance of specified tasks, all as determined considering the natural conditions of the Project Area, existing management priorities, threats, potential for decline of the natural resource during any period under consideration, availability of specialized labor or technical expertise, permitting requirements and time needed to obtain permits, and other material factors.
- 2.4 Any proposed expenditures which will increase the overall STATE's funding share above the amount set forth in the approved budget of the approved Management Plan, which are proposed either as a result of additional costs required to implement the approved MANAGEMENT PLAN or as a result of amendments to the approved Management Plan, must be mutually agreed upon in advance by and between the STATE and the LANDOWNER. If so agreed upon, the approval of these expenditures shall be incorporated in a written amendment to this Agreement.
- 2.5 Economic Hardship. Notwithstanding other provisions of this Agreement, in the event that the LANDOWNER determines in good faith that it is financially unable without undue economic hardship to fulfill its funding share as provided in Attachment S2, Section 1.1(b), or to carry out fully the management activities outlined in the approved Management Plan, attached as Exhibit A to this Agreement, within the budget and time period established thereby, the LANDOWNER may apply to the STATE to renegotiate the terms thereof.
- (a) Negotiation of Amendment. In such event, the STATE and the LANDOWNER shall meet and negotiate in good faith an acceptable amendment to the approved Management Plan that seeks to accomplish the significant objectives of the approved Management Plan reasonably within the LANDOWNER's financial means. The amendment may include, without limitation, re-establishment of management priorities and reduction and/or deferral of the specified work,



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involving significant costs, and/or extension of time for performance of specified tasks, all as determined considering the natural conditions of the Project Area, existing management priorities, threats, potential for decline of the natural resource during any period under consideration, other potential sources of funding, and other material factors.

- (b) Disputes. If the STATE and the LANDOWNER are unable to agree reasonably and in good faith on a suitable amendment to the approved Management Plan, the parties shall refer any such disputes to arbitration as provided in the General Conditions, Section 11.
- (c) No Termination for Economic Hardship. This provision shall not be construed to allow the LANDOWNER or the STATE to terminate this Agreement for economic hardship; it is rather intended to provide a mechanism for reasonable revisions to the approved Management Plan for economic hardship.

SECTION 3 - PAYBACK OF STATE FUNDING SHARE

3.1 In the event that the LANDOWNER sells, conveys, or otherwise transfers LANDOWNER's right, title, or interest in the Project Area, or any portion thereof, during the management dedication term of this Agreement as defined in Attachment S3, Section 2.1, the LANDOWNER shall within 90 days of the sale, conveyance or transfer of title or interest in the Project Area, pay back to the STATE a portion of the amount paid by the STATE to the LANDOWNER pursuant to this Agreement. The amount to be paid back to the STATE shall be that fraction of the total matching funds received by the LANDOWNER under this Agreement that is equal to the fraction of the Project Area that is sold, conveyed or otherwise transferred by the LANDOWNER.

3.2 In the event that the LANDOWNER sells, conveys or otherwise transfers LANDOWNER's right, title, or interest in the Project Area, or any portion thereof, during the management dedication term of this Agreement as defined in Attachment S3, Section



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2.1, the LANDOWNER will not be required to reimburse the STATE as set forth in Attachment S5, Section 3.1 for the cost-share assistance received if the person(s) who acquire the property contractually agree to assume full responsibility for this Agreement for the management dedication term of the Agreement, including but not limited to management and financial responsibilities and penalties contained herein. Nothing in this provision shall relieve the LANDOWNER of its obligations under this Agreement.

SECTION 4 - TERMINATION; DEFAULT; PENALTY PAYBACK

4.1 TERMINATION OF THE AGREEMENT - It is mutually agreed that this Agreement may be terminated for any one of the following reasons on the following terms:

- (a) No State Funding Share. This Agreement shall be terminated if the STATE does not approve funding for the forthcoming fiscal year of the approved Management Plan. In such event, this Agreement shall automatically terminate without penalty at the end of the funding period then in effect.
- (b) Partial State Funding Share. This Agreement may be terminated by the LANDOWNER if the STATE approves only a portion of its share of funding for the forthcoming fiscal year, as outlined in the budget provided in the approved Management Plan.
 - (1) In such event, the LANDOWNER shall elect, by written notice to the STATE, either:
 - (A) to terminate this Agreement without penalty at the end of the funding period then in effect; or
 - (B) to revise the approved Management Plan and budget in the LANDOWNER's reasonable discretion to accomplish significant management goals which can reasonably be funded with the amount of STATE funding actually approved.



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- (c) Transfer to Government Agency. This Agreement may be terminated without penalty if the Project Area is transferred or sold to a government agency committed to forest stewardship and that possesses the technical and professional skills to manage the Project Area natural resources.
- (d) LANDOWNER Default. This Agreement may be terminated by the STATE upon substantial evidence that progress being made by the LANDOWNER in carrying out the approved Management Plan is inadequate, incorrect, or insufficient to substantially complete on a timely basis the work called for in the approved Management Plan, subject to the lack of performance notification provisions set forth below.
- (1) Penalties Apply. In the event of termination for default in accordance with these provisions, the penalty payback provisions set forth below shall apply.
- (2) Lack of Performance Notification. In such event, the STATE may terminate for default, provided the STATE adheres to the following procedures for notice and opportunity to cure prior to termination:
- (A) The STATE shall first notify the LANDOWNER in writing of any perceived inadequacy, incorrectness or insufficient progress. The STATE and the LANDOWNER shall meet within two weeks thereafter, and every three months thereafter until one year following the date of the notice and discuss in good faith the perceived failure and the reasons therefore, and any subsequent progress or lack thereof. If the reason for the failure is a good faith inability of the LANDOWNER to carry out the terms of the Management Plan for reasons beyond the LANDOWNER's reasonable control, including without limitation economic hardship as described in Attachment S5, Section 2.5 above, the STATE and the LANDOWNER shall specifically consider the need to amend

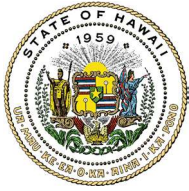


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the approved Management Plan, including extending the time to carry out the work called for in the approved Management Plan and/or revising the budget established in the approved Management Plan, subject to the provisions of Attachment S1, Section 1.5 and Attachment S5, Section 2 of this Agreement regarding amendments to this Agreement and the approved Management Plan. Following the date of the notice, the STATE shall be obligated to inspect the Project Area once each quarter after notifying the LANDOWNER, to determine the updated status of the perceived default.

- (B) Following the expiration of the one year period following notice of default given by the STATE to the LANDOWNER and failure of the LANDOWNER to remedy the default, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within one year, the STATE may elect to notify the LANDOWNER of its intention to terminate this Agreement for default. Such notice shall be in writing, shall state that the STATE will terminate the Agreement for default on a date not less than 3 months thereafter if the LANDOWNER does not remedy the default, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within 3 months, and shall specify that penalties as provided under this Agreement shall apply.
- (C) If the LANDOWNER fails to remedy the default within 3 months thereafter, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within 3 months, the STATE may terminate this Agreement effective immediately for default by written notice thereof to the LANDOWNER.



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- (D) The STATE shall be deemed to have complied with these provisions if it attempts in good faith to meet with the LANDOWNER and to inspect the Project Area as provided above, whether or not the LANDOWNER cooperates in such procedures.
- (3) All disputes regarding default and termination under this Agreement, which cannot be resolved by the parties, shall be referred to arbitration as provided in the General Conditions, Section 11.
- (4) If the LANDOWNER has not fully performed its work under this Agreement on expiration or termination of this Agreement, the STATE may withhold the final payment to the LANDOWNER pending full completion of the LANDOWNER's work. This withheld payment shall be paid by the STATE to the LANDOWNER on final acceptance and tax clearance as provided in Attachment S2, Section 1.2 (b) and the General Conditions, Section 17.

4.2 PENALTY PAYBACK -

- (a) Payback and Penalties. In the event that the LANDOWNER defaults on this Agreement as provided in Attachment S5, Section 4.1(d) above and the STATE has followed the Lack of Performance Notification procedures as outlined in Attachment S5, Section 4.1(d)(2) above, the LANDOWNER shall promptly pay to the STATE the following payback and penalty monies:
- (1) Refund of State Funding Share - 3 Years. All funds paid from the initial date of this Agreement by the STATE to the LANDOWNER in the previous 3 years (or such portion thereof as STATE shall have funded if this Agreement shall have been in effect for less than 3 years) shall be returned to the STATE. In the event that this Agreement shall have been in effect for more than 3 years, the LANDOWNER shall be liable to pay back State



STATE OF HAWAII

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funds for the immediately preceding 3 years. In addition, the LANDOWNER shall pay to the STATE a penalty of two percent of the total of funds that are returned to the STATE.

- (b) No Other Party Liable. Only the LANDOWNER receiving State funding under the FOREST STEWARDSHIP PROGRAM shall be liable to the STATE under this Agreement for the payback and penalty.
- (c) Disputes. The LANDOWNER shall have the right to submit any disputes to the arbitration procedure as outlined in the General Conditions, Section 11, if it feels that the imposition of payback, and/or additional penalties is unwarranted.

4.3 VIOLATIONS OF AGREEMENT - It is expressly understood and agreed that violations which are not caused by the LANDOWNER shall not constitute or give rise to a default by the LANDOWNER under this Agreement, and no penalty provisions shall apply to the LANDOWNER.

4.4 EFFECT OF EMINENT DOMAIN -

- (a) Full Condemnation. If any action in eminent domain for the condemnation of the fee title of the entire Project Area described herein is filed, or if the Project Area is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any such action or acquisition by the federal government or the state government or any person, instrumentality or agency acting under authority or power of the federal government or the state government, this Agreement shall be deemed null and void without penalty as to the land actually being condemned or so acquired as of the date the action is filed, and upon the termination of such a proceeding, this Agreement shall be null and void without penalty for all land actually taken or acquired.



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- (b) Partial Condemnation. When such an action to condemn or acquire less than all of the entire Project Area is filed, this Agreement shall be deemed null and void without penalty as to the portion so condemned or acquired.

- (c) Adjustment of approved Management Plan. The land actually taken by the means set forth above in this Section shall be removed from this Agreement and the approved Management Plan, and the budget adjusted accordingly on a reasonable basis by the STATE and the LANDOWNER.

SECTION 5 - INCORPORATION OF CHAPTER 195F, HAWAII REVISED STATUTES

- 5.1 Incorporation. The provisions of HRS Chapter 195F, as amended, are incorporated by reference into this Agreement. In the event that there is any conflict between the provisions of this Agreement and the provisions of HRS Chapter 195F, the latter shall be controlling.

- 5.2 Renumbering. In the event that HRS Chapter 195F, or any of the sections under HRS Chapter 195F are renumbered, any references to the chapter or sections in this Agreement shall be deemed renumbered accordingly.



STATE OF HAWAII

CONTRACTOR'S

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Waikoloa Dry Forest Initiative Inc., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is * ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name Jennifer Lawson

Print Title Executive Director

Name of Contractor Waikoloa Dry Forest Initiative Inc.

Date _____

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

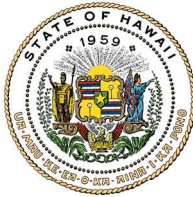
e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

EXHIBIT D

JOSH GREEN, M.D.
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA



STATE OF HAWAI'I | KA MOKU'ĀINA 'O HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
KA 'OIHANA KUMUWAIWAI 'ĀINA

DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, ROOM 325
HONOLULU, HAWAII 96813

September 22, 2025

DAWN N.S. CHANG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE
MANAGEMENT

RYAN K.P. KANAKA'OLE
FIRST DEPUTY

CIARA W.K. KAHAHANE
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
Regarding the preparation of an environmental assessment under the authority of
Chapter 343, HRS and Chapter 11-200-8, HAR

Project Title:	Waikōloa Dry Forest, Forest Stewardship Management Plan and Forest Stewardship Agreement with Waikōloa Dry Forest Initiative (WDFI)
Project Location:	Waikōloa, Hawai'i TMK: 3-6-8-002-033
Chapter 343 Trigger(s):	Use of State Funds
Project Description:	<p>The Waikōloa Dry Forest Forest Stewardship Program (FSP) project proposes to enhance and maintain approximately 86 acres of native dry forest on Tax Map Key numbers (3) 6-8-002:033 in the Waikōloa subdivision, South Kohala District of Hawai'i Island. The project area is designated by the State of Hawai'i as Agriculture and Open Zoning by the County of Hawai'i and is adjacent to the existing 275-acre Waikōloa Dry Forest Preserve. Forest restoration and management activities will be implemented according to the WDFI FSP Management Plan approved by the Forest Stewardship Advisory Committee on January 14, 2025 and DLNR Forestry and Wildlife Administrator on August 12, 2025.</p> <p>Over the course of the 10-year FSP management plan, WDFI intends to protect, improve, and enrich the existing native dryland forest through the exclusion of ungulates, mitigation of wildfire, removal of invasive weed species, installation of access trails, and planting of native species on 86 acres in two phases. The Priority 1 area spans 53 acres and is licensed to the WDFI as an expansion of the 275-acre preserve. Priority 2 area encompasses 33 acres and is licensed to WDFI for management implementation.</p> <p>The vegetation on the property is dominated by invasive grasses such as fountain grass (<i>Cenchrus setaceus</i>) and buffel grass (<i>Cenchrus ciliaris</i>) with only remnants of the native dryland forest persisting. Other non-native species present include aloe (<i>Aloe vera</i>), bitter melon (<i>Momordica charantia</i>), tree tobacco (<i>Nicotiana glauca</i>), kiawe (<i>Neltuma pallida</i>), castor bean (<i>Ricinus communis</i>), zulu giant (<i>Stapelia gigantea</i>), dahlberg daisy (<i>Thymophylla tenuiloba</i>), and zinnia (<i>Zinnia peruviana</i>). Remnant</p>

native species include wiliwili (*Erythrina sandwicensis*), endangered ‘uhi‘uhi (*Mezoneuron kavaense*), kumuniu (*Doryopteris decipiens*), pololei (*Ophioglossum polyphyllum*), ‘ilima (*Sida fallax*), and ‘uhaloa (*Waltheria indica*). Native threatened and endangered wildlife species have been observed in the project area and/or the adjacent preserve, such as the nēnē (*Branta sandwicensis*), nalo meli maoli (*Hylaeus spp.*), and the Blackburn's sphinx moth (*Manduca blackburni*). The project management activities will take measures to avoid major disturbance to these species while restoring habitat through restoration efforts.

Fencing

Approximately 11,000 linear feet of high tensile, hog wire fence will be installed around the perimeter of Priority Areas 1 and 2 to enclose the project area. The fence will protect the restoration activities and remnant native dryland forest species from damage from feral hoofed animals.

Fuel Break

Fuel breaks will be installed to protect restoration efforts by reducing fire intensity and preventing the loss of newly planted vegetation in this dry area. They will also contribute to community safety by mitigating wildfire risks near populated areas and infrastructure. Breaks will be created by removing combustible vegetation and other herbaceous and woody plants from key areas, including the perimeter of the fence and along the existing access road.

Tree/Shrub Site Preparation

Tree/Shrub and Ground Cover Establishment

After the fence is completed, sites will be prepared for planting primarily through manual and chemical weed control methods. Native plant establishment will be done through direct seeding and out planting events with the community. The collection and propagation of endangered species will be done according to protocol with proper federal and/or state permits.

Irrigation

Irrigation will be installed to fulfill critical water needs for newly out planted species.

Weed Control

Weed control will ensure the success of the restoration project by targeting fast-growing, invasive grasses and other non-native species which outcompete native vegetation and outplantings. A combination of targeted herbicide applications and manual clearing will be applied.

Prior to any removal of tree tobacco, a non-native host plant to the native and endangered Blackburn's sphinx moth (BSM), the trees will be

	<p>thoroughly inspected for eggs and/or larvae. Tree tobacco control will be done during the driest months (typically July-September) to avoid BSM as well.</p> <p>Trails and Access Access trails will be established to facilitate land management activities and accessibility for ongoing educational activities and community access.</p> <p>Monitoring & Maintenance Ongoing monitoring and maintenance will be conducted after the initial planting and throughout the 15-year management dedication term of the contract. This includes, but is not limited to, maintenance of fencing and fuel breaks and weed control.</p>
Consulted Parties:	U.S. Department of the Interior, Fish and Wildlife Service (concurred, avoidance and minimization measures for federally listed species received); U.S. Department of Agriculture, Natural Resources Conservation Service; The Nature Conservancy (concurred, no comments received)
Authorization:	The Board of Land and Natural Resources
Exemption Class & Description:	<p>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 dated November 10, 2020:</p> <p>General Exemption Type 1 <i>Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing.</i></p> <p>Part 1 11. Operation, repair or maintenance of existing fire tool caches, fuel breaks, and helispots. 23. Maintenance of existing boardwalks, trails and unpaved roads. 26. Maintenance of existing landscaping including planting, trimming, mowing, and irrigation. 27. Maintenance of lands and waters to remove weeds, brushes, grass and other unwanted vegetation. 28. Routine pruning, trimming, thinning and removal of trees, excluding commercial logging.</p> <p>General Exemption Type 2 <i>Replacement or reconstruction of existing structures 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.</i></p> <p>Part 1</p>

19. Replacement or renovation of existing landscaping or vegetation.

General Exemption Type 3

Construction and location of single new, small facilities or structures and the alteration and modification of the facilities or structures and installation of new, small, equipment and facilities and the alteration and modification of the equipment or facilities, including but not limited to: (A) Single family residences less than 3,500 square feet, as measured by the controlling law under which the proposed action is being considered, if 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 individuals or fewer per structure, 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; accessory or appurtenant structures including garages, carports, patios, swimming pools, and fences; and acquisition of utility easements.

Part 1:

6. Installation and removal of irrigation systems

8. Construction and location of new, small facilities or structures necessary to support or enhance safe and effective management of lands and waters, such as utility sheds, storage buildings, nurseries, trash containers, fire caches, tollbooths, gates, safety enhancements (e.g., handrails, guard rails, ramps), covered or open areas for endangered species, game birds and mammals, auxiliary buildings for food or equipment storage, incubators and brooders, open-top breeding and release pens, field aviaries, and hacking boxes, and for watershed and native forest management and restoration, and other similar structures.

9. Construction and location of new, small facilities or structures necessary to support or enhance public recreational use of lands and waters, such as outdoor showers, signage, interpretive kiosks, viewing platforms, tables, grills, lifeguard stations, improvements necessary for compliance with the Americans with Disabilities Act, and other similar structures.

Part 2

1. 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 fences around or to manage rare, threatened or endangered plants. Fences shall contain step-overs or other features that permit pedestrian access for cultural and recreational use.

General Exemption Type 4

	<p><i>Minor alterations in the conditions of land, water, or vegetation.</i></p> <p>Part 1</p> <p>2. Minor vegetation clearing and management, including mowing, pruning, trimming, and application of federal and state approved herbicides in conformance with label instructions.</p> <p>3. Removal of invasive vegetation utilizing cutting, mowing, application of federal and state approved herbicides in conformance with label instructions, distribution of biocontrol agents already approved and permitted by the State of Hawaii, and other approved methods. This exemption would not apply to issuing permits for initial releases of biocontrol of invasive species which are regulated and permitted by the Department of Agriculture or commercial logging.</p> <p>5. 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.</p> <p>6. Gathering plant seed, cuttings, or other vegetative matter for propagation.</p> <p>9. Control of pests utilizing federal and state approved pesticides, herbicides, fungicides, and toxicants in conformance with label instructions; traps, snares, lures, and repellents; and other approved methods.</p> <p>14. Fire management activities, including prevention and restoration measures, when conducted in accordance with Departmental and Division procedures.</p> <p>Part 2</p> <p>2. Clearing of new fuel breaks and other similar fire pre-suppression actions to reduce fire potential and minimize fire severity.</p> <p>7. Construction of walkways and pathways and other similar items.</p>
Environmental Impact Assessment:	<p>This project will have minimal adverse environmental impacts. Installation of the fence, fuel break, and access trails will require small amounts of vegetation clearing. There will not be cumulative impacts from these management activities as the vegetation clearing and removal of invasive species will be offset by the establishment of native plant species. The proposed fence, fuel break will be surveyed prior to installation to avoid effects on sensitive environmental areas, cultural or historic sites, or protected species. An archaeological survey will be conducted before commencing project activities. If present on the property, project activities will consult with the State Historic Preservation District to avoid disturbance to any historic or cultural sites.</p>

	<p>USFWS avoidance and minimization measures will be followed to minimize risk to federally listed species.</p> <p>The project's restoration efforts will benefit the native dryland forest ecosystem and the nearby Waikoloa community by reducing wildfire risks, providing opportunities for community education and engagement, and protecting and restoring dryland forest habitat for native species. Similar forest management and restoration projects have also been declared exempt.</p>
Determination:	<p>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.</p>

Dawn N.S. Chang, Chairperson
Board of Land and Natural Resources

Date