

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

January 23, 2025

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

Land Board Members:

SUBJECT: APPROVAL TO AUTHORIZE THE CHAIRPERSON TO NEGOTIATE, ENTER INTO, AMEND, AND TERMINATE A MEMORANDUM OF UNDERSTANDING WITH THE HAWAIIAN AUDUBON SOCIETY FOR THE PURPOSE OF FORMALIZING A COOPERATIVE RELATIONSHIP TO ADVANCE THE STUDY, PROTECTION, AND EDUCATION RELATING TO HAWAII'S INDIGENOUS BIRD SPECIES AND THEIR HABITATS ACROSS HAWAII.

PURPOSE:

This submission requests approval for the Chairperson of the Department of Land and Natural Resources to negotiate, enter, amend, extend, and terminate a Memorandum of Understanding (MOU) with the Hawai'i Audubon Society, a Hawai'i-based private nonprofit organization recognized as a tax-exempt 501(c)(3) entity dedicated to the protection and conservation of Hawai'i's native wildlife and ecosystems. The purpose of the MOU is to formalize a cooperative relationship between the Parties to promote the study, protection, and education related to Hawai'i's indigenous bird species and their habitats.

BACKGROUND:

Governing Authorities: Hawai'i Revised Statutes (HRS)

The Department is broadly responsible for managing and administering the wildlife and wildlife resources of the State of Hawai'i, according to HRS 183D-2(1), and for ensuring the continued preservation of indigenous aquatic life, wildlife, land plants, and their habitats for human enjoyment, scientific purposes, and ecosystems, as outlined in HRS 195D-1.

The Hawai'i Audubon Society oversees and carries out ongoing conservation efforts, including the Hawai'i Bird Crisis Fund, management of the Freeman Seabird Preserve, citizen science programs that monitor bird populations, and public education initiatives focused on bird conservation.

DISCUSSION:

The Department and the Hawai'i Audubon Society share common interests in managing and preserving native wildlife in Hawai'i. This MOU would formalize a partnership between the parties to exchange information, data, and expertise, and to collaborate on research and educational initiatives. The MOU would also encourage the parties to explore opportunities for joint funding, resource sharing, and cooperative management.

Establishing an official partnership with the Hawai'i Audubon Society would advance the Department's wildlife management goals by leveraging local expertise in native bird ecology and by involving passionate birders in providing educational programs about native birds.

RECOMMENDATIONS:

That the Board:

1. Authorize the Chairperson to negotiate, sign, modify, extend, and terminate a Memorandum of Understanding with the Hawai'i Audubon Society.

Respectfully Submitted,



David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



RYAN K.P. KANAKA'OLE, Acting Chairperson
Board of Land and Natural Resources

Attachment: Exhibit 1, Draft Memorandum of Understanding with Hawai'i Audubon Society

Exhibit 1: Draft Memorandum of Understanding with Hawai'i Audubon Society

MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE HAWAII AUDUBON SOCIETY
AND
THE STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

This Memorandum of Understanding ("MOU") is made and entered into on this ____ day of _____, 2025, by and between the **Hawai'i Audubon Society**, a nonprofit organization, and the **State of Hawai'i, Department of Land and Natural Resources ("DLNR"), Division of Forestry and Wildlife ("DOFAW")**, acting through its **Board of Land and Natural Resources ("Board")**, collectively referred to as the "Parties."

RECITALS

WHEREAS, pursuant to section 183D-2(1), Hawai'i Revised Statutes ("HRS"), DLNR is authorized and required to manage and administer the wildlife and wildlife resources of the State of Hawai'i; and

WHEREAS, pursuant to section 195D-1, HRS, DLNR shall ensure the ongoing preservation of indigenous aquatic life, wildlife, and land plants, along with their habitats, for human enjoyment, scientific purposes, and as part of ecosystems; and

WHEREAS, the Hawai'i Audubon Society is a private nonprofit organization based in Hawai'i, recognized as a tax-exempt 501(c)(3) entity, dedicated to protecting and conserving Hawai'i's native wildlife and ecosystems.

WHEREAS, the Hawai'i Audubon Society is a certified chapter of the National Audubon Society but operates independently from the national organization in all financial, policy, and programmatic matters; and

WHEREAS, the Hawai'i Audubon Society conducts and oversees ongoing conservation efforts, including the Hawai'i Bird Crisis Fund, management of the Freeman Seabird Preserve, citizen science programs for assessing bird populations, and public education initiatives related to bird conservation; and

WHEREAS, the Parties share a common interest in conserving Hawai'i's indigenous bird species and their habitats, as well as promoting public awareness and engagement in conservation efforts.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, the Parties agree as follows:

1. Purpose

The purpose of this MOU is to establish a cooperative relationship between the Parties to promote the study, conservation, and education related to Hawai'i's indigenous bird species and their habitats.

2. Areas of Cooperation

The Parties agree to:

- Share information, data, and technical expertise as allowed by law.
- Collaborate on conservation, research, and education projects.
- Coordinate efforts to involve the public in bird conservation through outreach and educational programs.
- Offer, when feasible and approved by Department staff on a case-by-case basis, free educational birding opportunities for the public, led by Hawai'i Audubon Society on lands managed by the Department.
- Explore opportunities for joint funding, resource sharing, and collaborative management to support mutually beneficial projects.

3. Implementation

The Parties will designate representatives to serve as primary points of contact to facilitate communication and coordination under this MOU.

4. Non-Binding Effect

This MOU reflects the mutual intentions of the Parties but does not create legally enforceable obligations, nor does it obligate funds unless specifically agreed to in writing.

5. Term and Termination

This MOU shall remain in effect for five (5) years from the date of execution, unless extended or terminated earlier by mutual written agreement of the Parties.

HAWAII AUDUBON SOCIETY

By: _____
8/26/2025

Date:

Name: ____Keith Swindle_____

Title: ____Executive Director_____

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

REQUEST APPROVAL TO AUTHORIZE THE CHAIRPERSON TO NEGOTIATE, ENTER INTO, AMEND, EXTEND, AND
TERMINATE A MEMORANDUM OF UNDERSTANDING WITH THE HAWAII AUDUBON SOCIETY

By: _____ Date: _____
Chairperson
Board of Land and Natural Resources

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

APPROVED AS TO FORM:

Deputy Attorney General

Date: _____