

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

March 13, 2026

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

Land Board Members:

SUBJECT: REQUEST APPROVAL TO AUTHORIZE THE CHAIRPERSON TO NEGOTIATE, SIGN, AMEND, EXTEND, AND TERMINATE A MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE, AND BIG ISLAND MOUNTAIN BIKE ASSOCIATION FOR PARK MANAGEMENT AND MAINTENANCE AT KŪLANIHĀKO'I MOUNTAIN BIKE PARK WITHIN WAIĀKEA FOREST RESERVE, WAIĀKEA, SOUTH HILO, HAWAII ISLAND, TMK: (3) 2-4-008:022.

SUMMARY

The Big Island Mountain Bike Association has played a key role in helping the Division of Forestry and Wildlife (DOFAW) develop and maintain mountain biking trails in the Waiākea Forest Reserve. Now official as Nā Ala Hele's Kūlanihāko'i Mountain Bike Park, BIMBA remains a vital community partner in supporting DOFAW with the upkeep and management of this mountain bike area.

BACKGROUND

The Kūlanihāko'i Mountain Bike Park trails were originally created over 30 years ago as forestry roads for timber planting in the area (from the 1980s), with subsequent enhancements by public mountain biking enthusiasts. These riders formed a non-profit entity, the Big Island Mountain Bike Association (BIMBA). This trail network features an area specifically designed for mountain bikers. Volunteers with the BIMBA have been instrumental in maintaining these trails. On September 9, 2020, the Board of Land and Natural Resources (BLNR) approved the designation of these trails into the Nā Ala Hele Program Trail Inventory, and the Nā Ala Hele Trail and Access Program has been managing this trail network with volunteers from BIMBA.

RECOMMENDATIONS

That the Board:

1. Approve the Department to enter into a Memorandum of Agreement with the Big Island Mountain Bike Association for the management and maintenance of Kūlanihāko'i Mountain Bike Park.
2. Authorize the Chairperson to negotiate, amend as needed to include any appropriate terms, finalize, and execute the draft Memorandums of Agreement (Exhibits 1, 2), subject to approval of the form by the Department of the Attorney General.

Respectfully submitted,



David G. Smith
Administrator

APPROVED FOR SUBMITTAL:



Ryan K.P. Kanaka'ole, Acting Chairperson
Board of Land & Natural Resources

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
AND
THE BIG ISLAND MOUNTAIN BIKE ASSOCIATION
REGARDING
KŪLANIHĀKO‘I MOUNTAIN BIKE PARK, WAIĀKEA FOREST RESERVE**

This Memorandum of Agreement (“Agreement”) is made on this _____ day of _____, 2026, by and between the BIG ISLAND MOUNTAIN BIKE ASSOCIATION (hereinafter referred to as “BIMBA”) and the STATE OF HAWAI‘I BOARD OF LAND AND NATURAL RESOURCES (“BOARD”) by its DEPARTMENT OF LAND AND NATURAL RESOURCES (hereinafter referred to as “DLNR”) for its Division of Forestry and Wildlife (hereinafter referred to as “DOFAW”) regarding the Kūlanihāko‘i Mountain Bike Park in the Waiākea Forest Reserve, Island of Hawai‘i. BIMBA and DLNR are collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Department of Land and Natural Resources, through its Division of Forestry and Wildlife, has management and regulatory authority over trails and roads on its lands; and

WHEREAS DOFAW is responsible for managing state-owned forests, natural area reserves, public hunting grounds, and plant and wildlife sanctuaries, as well as programs related to watershed protection, outdoor recreation, and the preservation of unique ecosystems and endangered species of plants and animals; and

WHEREAS DOFAW is responsible for managing trails and roads on its lands; and

WHEREAS DOFAW wishes to enter into agreements with non-profit organizations that are mutually beneficial and serve the best interests of the public; and

WHEREAS, BIMBA, a non-profit corporation organized under state law, wishes to collaborate with public agencies such as DOFAW in community partnerships; and

WHEREAS Waiākea Forest Reserve contains a trail system heavily used by mountain bicyclists and hikers (known as the Kūlanihāko‘i Mountain Bike Park hereinafter referred to as “Bike Park.” A location map is shown in Exhibit “A” attached hereto and incorporated by reference into this Agreement); and

WHEREAS the Bike Park is also a part of the State’s Nā Ala Hele trail system, which is governed by Hawaii Administrative Rules (HAR) Title 13, Chapter 130; and

WHEREAS it is the purpose of this Agreement to define the relationship between BIMBA and DOFAW, outlining their mutual duties and responsibilities regarding collaboration in managing and maintaining the Kūlanihāko‘i Mountain Bike Park.

NOW, THEREFORE, BIMBA and DOFAW mutually agree that cooperation is beneficial and desirable, and they hereby accept the following terms, duties, and obligations.

I. Parties Responsibilities:

All Board activities and support related to this MOA are provided by the Department of Land and Natural Resources, Division of Forestry and Wildlife, subject to funding availability.

All activities within the Bike Park are subject to HAR Chapters 13-104 (Rules Regulating Activities Within Forest Reserves) and 13-130 (Rules for Hawaii Statewide Trail and Access Program).

II. BIMBA responsibilities:

BIMBA agrees to undertake the following responsibilities under this Agreement:

1. Support DOFAW in managing and maintaining the Bike Park through this Agreement.
2. Designate a liaison to serve as BIMBA's representative to interpret the conditions of this agreement, resolve policy questions, expedite decisions, inspect and monitor the work performed, and ensure compliance with applicable laws.
3. Require BIMBA volunteers to sign DLNR's "Agreement for Individual Voluntary Service" before performing volunteer work in Waiākea Forest Reserve under this agreement.
4. Conduct surveys on Bike Park usage and user satisfaction, then share the results with DOFAW.
5. Collaborate with DOFAW to find locations and develop designs for public educational signage.
6. Perform scheduled maintenance of the Bike Park following the guidelines provided by DOFAW to BIMBA.
7. Report any unsafe conditions, damage, disrepair, or other concerns to DOFAW within two working days of discovery.
8. Submit written reports to DOFAW detailing the number of volunteers and the scope and nature of maintenance activities conducted.
9. Save and hold harmless the State of Hawai'i, its officers, agents, employees, representatives, successors, and assigns from any injury, death, or damage arising or resulting from activities conducted by BIMBA under this Agreement.
10. Maintain insurance coverage for BIMBA activities under a commercial general liability policy with minimum limits of \$1 million per occurrence and \$2 million in the aggregate, naming the State of Hawai'i as an additional insured, and provide DOFAW with proof of this coverage.
11. Help inform the public about the proper use of the Bike Park.

III. DOFAW Responsibilities:

DOFAW agrees to perform the following responsibilities under this Agreement:

1. Designate a liaison and alternate to serve as their representative to interpret the conditions of this agreement, resolve policy questions, expedite decisions, inspect and monitor the work performed, and ensure compliance with applicable laws.
2. Assist with GPS mapping of the current and planned trail system.
3. Install educational and interpretive signage at the Bike Park.
4. Assist in training BIMBA volunteers for maintenance tasks.
5. Provide BIMBA with DLNR's "Agreement for Individual Voluntary Service" (shown in Exhibit "B" attached hereto and incorporated by reference into this Agreement) for volunteers performing work in Waiākea Forest Reserve under this Agreement.
6. Assist in supplying hand tools for Bike Park maintenance activities.
7. Periodically inspect the Bike Park and report to BIMBA any maintenance tasks identified.
8. Exercise the authority to close the Bike Park as authorized by Hawaii Administrative Rules, Title 13, Chapters 104 and 130.

IV. Term, Evaluation, and Modification.

- A. *Term.* This Agreement will remain in effect until terminated as set forth below, starting from the date first written above.
- B. *Evaluation.* This Agreement may be reviewed, evaluated, and updated at any time, but no later than ten (10) years from the start date. A record of the evaluation will be attached to the agreement.
- C. *Modification.* This agreement may be modified at any time through mutual consent of the parties. Such modifications must be in writing and signed by the authorized officers representing BIMBA and DLNR, respectively. For this modification provision, the authorized officers are the Big Island Mountain Bike Association and the Board of Land and Natural Resources for all substantive changes, and the Chairperson of the Board for non-substantive changes to facilitate processing.

V. Termination. Either party may terminate the Agreement in whole or in part by providing written notice. Unless otherwise agreed upon mutually, a 90-day advance notice must be given prior to termination.

VI. Principal Contacts.

The Principal Contacts for administering this agreement are:

- A. Big Island Mountain Bike Association
Christopher Seymour, Executive Director
318 E. Kawili Street

Hilo, HI 96720
hilobike1@gmail.com

B. DLNR, Division of Forestry and Wildlife, Hawai'i Branch
Steven T. Bergfeld, Branch Manager
19 E. Kawili Street
Hilo, HI 96720
steven.t.bergfeld@hawaii.gov

VII. Miscellaneous Provisions.

- A. *Disclaimers.* Nothing in this Agreement shall be interpreted as affecting the delegated authority or responsibilities of the Board of Land and Natural Resources in any way. By signing below, the persons signing are indicating they have the requisite authority to enter into this agreement on behalf of their respective party. This Agreement shall constitute the entire agreement of the parties hereto.
- B. *Additional Parties.* By modifying this Agreement, the Parties may add additional government agencies, non-profit organizations, and other entities as parties, on terms and conditions agreed upon by the Board and the BIMBA.
- C. *DLNR's Financial Obligation and Commitment.* Nothing in this MOA shall be construed as either party making a financial obligation or commitment. Nothing in this MOA shall be construed to require DLNR/DOFAW to commit any resources, including personnel, toward the provisions contained in this MOA.

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

For BIG ISLAND MOUNTAIN BIKE ASSOCIATION, a Hawai'i non-profit corporation:

By: _____ Date: _____
Christopher Seymour, Executive Director

For BOARD OF LAND AND NATURAL RESOURCES:

By: _____ Date: _____
Ryan K.P. Kanaka'ole, Acting Chairperson

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

APPROVED AS TO FORM:

_____ Date: _____

Deputy Attorney General

Exhibit A: Map

Kūlanihāko'i Mountain Bike Park

