

House District(s) 49

Senate District(s) 24

THE TWENTY-NINTH LEGISLATURE
APPLICATION FOR GRANTS
CHAPTER 42F, HAWAII REVISED STATUTES

Log No:

For Legislature's Use Only

Type of Grant Request:

GRANT REQUEST – OPERATING

GRANT REQUEST – CAPITAL

"Grant" means an award of state funds by the legislature, by an appropriation to a specified recipient, to support the activities of the recipient and permit the community to benefit from those activities.

"Recipient" means any organization or person receiving a grant.

STATE DEPARTMENT OR AGENCY RELATED TO THIS REQUEST (LEAVE BLANK IF UNKNOWN): DEPARTMENT OF HAWAIIAN HOME LANDS

STATE PROGRAM I.D. NO. (LEAVE BLANK IF UNKNOWN): _____

1. APPLICANT INFORMATION:

Legal Name of Requesting Organization or Individual:
Kako'o 'Oiwī for Ko'olau Foundation

Dbā: Kako'o 'Oiwī

Street Address: 46-005 Kawa St., #104, Kaneohe 96744

Mailing Address:

Ko'olau Foundation
P. O. Box 4749, Kaneohe, HI 96744

2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:

Name MAHEALANI CYPHER

Title Ko'olau Foundation Secretary

Phone # (808) 226-4195

Fax # _____

E-mail malama pono744@aol.com

3. TYPE OF BUSINESS ENTITY:

- NON PROFIT CORPORATION INCORPORATED IN HAWAII
- FOR PROFIT CORPORATION INCORPORATED IN HAWAII
- LIMITED LIABILITY COMPANY
- SOLE PROPRIETORSHIP/INDIVIDUAL
- OTHER

6. DESCRIPTIVE TITLE OF APPLICANT'S REQUEST:

OPERATING FUND G-I-A REQUEST FOR KO'OLAU FOUNDATION'S "SUSTAINABLE STEWARDSHIP" PROJECT TO ENABLE THE ORGANIZATION'S WORK TO CARE FOR HISTORIC AND CULTURAL RESOURCES IN HAIKU VALLEY AND TO PROVIDE 'AINA-BASED LEARNING OPPORTUNITIES FOR ISLAND STUDENTS AND RESIDENTS.

KO'OLAU FOUNDATION IS REPRESENTED BY 501(C)(3) TAX-EXEMPT ORGANIZATION KAKO'O 'OIWI IN THIS GRANT REQUEST.

4. FEDERAL TAX ID #: 

5. STATE TAX ID #: _____

7. AMOUNT OF STATE FUNDS REQUESTED:

FISCAL YEAR 2019: \$ 124,550

8. STATUS OF SERVICE DESCRIBED IN THIS REQUEST:

- NEW SERVICE (PRESENTLY DOES NOT EXIST)
- EXISTING SERVICE (PRESENTLY IN OPERATION)

SPECIFY THE AMOUNT BY SOURCES OF FUNDS AVAILABLE AT THE TIME OF THIS REQUEST:

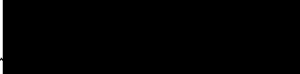
STATE \$ 124,550

FEDERAL \$ _____

COUNTY \$ _____

PRIVATE/OTHER \$ 23,700

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:



Jonathan K. Kukea-Shultz

NAME & TITLE Exec. Director

1/18/18
DATE SIGNED

Handwritten signature/initials

HAIKU VALLEY SUSTAINABLE STEWARDSHIP PROJECT

I. Background and Summary

Kako`o `Oiwī Background

Established in 2006, Kāko`o `Oiwī is a Hawai`i 501(c)(3) community-based non-profit organization whose mission is to *strengthen the community through the perpetuation of the Hawaiian culture and practice*. It serves both Hawaiian and non-Hawaiian community organizations to achieve their goals, programs and projects through funding requests for grants and other contributions. Kāko`o `Oiwī will serve as the fiscal sponsor for this grant-in-aid application.

Kāko`o `Oiwī is governed by a Board of Directors with deep, generational ties to the He`eia ahupua`a. The Board consists of President, Alice Hewitt, Vice President, Aunty Leialoha “Rocky” Kaluhiwa, Treasurer, Jo-Ann Leong, and Art Challacomb, Teresa Bright, and Keola Rapoza as members of the Board of Directors. Under the leadership of the Board of Directors and its current Executive Director, Jonathan Kanekoa Shultz, Kāko`o `Oiwī increased the organization’s annual revenue from less than \$10,000.00 in 2009, to just over \$300,000.00 annually since 2010. Kāko`o `Oiwī’s manages funding from private grants, Federal and State government grants, fee contracts with government agencies, proceeds from product marketing and sales and private cash donations.

Ko`olau Foundation's Background

The Ko`olau Foundation is a non-profit Hawaiian community organization that is dedicated to the preservation of Hawaiian historic and cultural resources in the State of Hawai`i. Its efforts include both site management and advocacy for preservation and protection, as well as cultural education programs. Formally organized and filed with the State DCCA in 2005, its work in the community dates back to the late 1990s, when KF worked to gather public input about the desired future for the area known as “Haiku Valley”, which – as the Haiku OMEGA Station – was scheduled for decommissioning by the U.S. Coast Guard. Since then, KF has developed a conceptual plan for establishment of a cultural preserve in the valley, funded by the Office of Hawaiian Affairs. In addition, it is working with the Department of Hawaiian Home Lands to explore opportunities for long-range use of the valley both as a cultural preserve and as a potential location for some farming homesteads desired by DHHL. During the past 15 years, Ko`olau Foundation has cared for and worked to maintain historic sites within the valley and has

met with all the major stakeholders in and around Haiku Valley regarding the proposed cultural preserve.

Ko`olau Foundation's Goals and Objectives for this Request

The Ko`olau Foundation, recently recognized as being part of Windward O`ahu groups offering `aina-based learning opportunities, seeks an operating fund grant-in-aid to ensure continued sustainability of their work to preserve and perpetuate ancient Hawaiian cultural resources – wahi kapu – in Haiku Valley. An added concern has been damage to the historic buildings on the property, for which the grant request includes funding for a security contractor. Other budget requests include resources to enable the group to care for historic sites in the valley, providing tools, equipment and supplies, and hiring contract staff.

Public Purpose and Needs to be Served

Haiku Valley was under the jurisdiction of the United States Government for over half a century and was utilized as one of seven OMEGA navigational stations worldwide. With construction of the H-3 freeway and deployment of a satellite to replace the Haiku Omega, the station was decommissioned in 1998. The lands were subsequently transferred to the Department of Hawaiian Home Lands. The valley has been relatively unused since 1998 except for the development of Ke Kula Samuel Kamakau charter school, located at the abandoned quarantine station, and work that Ko`olau Foundation has been doing to care for cultural sites in the valley. DHHL has explored the possibility of a land exchange with other landowners for property that could be used for homestead development, which has since proven unsuccessful. DHHL is considering converting part of the valley for homestead farm lots, but has begun discussions with Ko`olau Foundation to pursue a cultural preserve in the mid- and upper regions of the valley. Funding for this project will assist the Ko`olau Foundation in developing the cultural preserve by supporting the long-range strategic plan for the valley, in cooperation with DHHL, to ensure cultural resource, educational and environmental objectives can be met. This would include a global search for additional funds to rehabilitate infrastructure – roads, utilities, etc. – in the valley and to renovate the OMEGA transmitter building into a museum and cultural center, as well as to replace overgrowth of alien vegetation with a Hawaiian forest and outdoor classrooms (halau style) throughout the valley. With the addition of positive activities in the valley, the public also benefits from the reduction in criminal activities by vandals, trespassers, and others.

Target Population to be Served

There are several target populations to be served by funding this project: first, the general population of Hawai`i, which will benefit from the productive use of a vacant state property which has fallen into decay and become a habitation for vandals, homeless individuals, and possible drug-users. The most significant benefit would be the population of Windward O`ahu, particularly residents of Kane`ohe bay communities between Kane`ohe and Kualoa. Residents of

Haiku Village, located immediately makai of the valley, would directly benefit from increased positive activity in the valley as well as enhanced and robust security which would be integral to the development of the cultural preserve and any agricultural homestead lots established in the area. In addition, with the installation of outdoor learning sites using the halau design, educators may use these sites to teach a wide variety of subjects by using the environment as a teaching tool. Overall, the project also benefits the Native Hawaiian people by ensuring the preservation of ancient Hawaiian wahi kapu within the valley and the perpetuation of the cultural knowledge and values through educational programs to be established as part of the cultural preserve.

Geographic Coverage

The Haiku Valley region covered by the Conceptual Plan developed in 2013 (see attached) consists of 138 acres of land whose fee owner is the Department of Hawaiian Home Lands and 20 acres owned by the U.S.A. federal government. Haiku Valley is located in the uplands of the ahupua`a of He`eia, moku (district) of Ko`olaupoko, island of O`ahu. The site is a stream-eroded, amphitheater shaped valley drained by Heeia Stream, which follows a 3.5 mi course through wetlands before discharging into Kaneohe Bay. The Valley receives an average of about 100 inches of rain per year and its vegetation ranges from short grass to dense tropical forests.

Two important and ancient Hawaiian sacred sites, Kane a me Kanaloa Heiau and Kanehekili Heiau, have been identified for mitigation at the site. Additional plans for the removal of invasive species, the reintroduction of endemic Hawaiian fauna, and the location of native Hawaiian medicinal plants are part of the Conceptual Graphic. The OMEGA Station's transmitter and maintenance buildings are also valuable sites which may be eligible for listing on the state and national registers, but which have suffered significant damage from vandals.

II. Service Summary and Outcomes

Scope of Work, Tasks & Responsibilities – Capital Improvement Request

The Scope of Work for our Operating fund grant request includes:

- Create an overall program for site management by bringing together a strong team of part-time contract workers to ensure continuity in caring for these historic and cultural resources
- Bringing on board a fiscal management person, on contract, to manage all financial matters and reporting
- Provide security staff, on contract, to safeguard historic sites and buildings within the valley
- Facilitate transport of tools, equipment and supplies for cultural service work days
- Rental of sanitois to provide restroom facilities for the workers and volunteers
- Rental of storage and office space

- Contracting with a web developer and web manager, and with a graphic designer to provide images for use on the website and for educational materials
- Acquisition of tools and equipment to assist in the work of clearing vegetation from heiau sites and roadside areas.
- Acquisition of a computer system to upgrade accessibility and communications.

The tasks would be carried out under the supervision of a program manager, who would function under the supervision of the President of the Board of Directors of Ko`olau Foundation and the executive director of Kako`o `Oiwī.

Projected Annual Timeline for Accomplishing the Results/Outcomes

Our projected annual timeline for accomplishing results from this work is as follows:

Month 1 – Employment of core work team, including project manager, site manager, site support staff and fiscal manager; meetings between staff and exec representatives of both organizations.

Months 2-6 – Implement acquisition of all contract services, tools and equipment; regular reporting to both organizations

Months 7 – 11 – continue with work on site management, pursue additional funding sources for future sustainability. Continue reports and meetings with both organizations.

Month 12 – Prepare final reports to both organizations and to the State Legislature.

Quality Assurance/Evaluation Plans

Our quality assurance plan will consist of ensuring that we:

- Develop a clear and concise identification of all deliverables from each of our contractors and consultants
- Solicit competitive bids from various potential vendors/contractors for execution of the contracts
- Have clear definitions of roles and responsibilities between the parties contracted and our entities
- Ensure high quality work is done by developing an up-front agreement on goals and objectives and a process through which disputes can be resolved or problems can be addressed or corrected
- Ensure close coordination of all plans through the hiring of a master planning consultant to oversee the various other contractors needed to carry out this plan, with regular reports to the Ko`olau Foundation president and Kako`o `Oiwī executive director

Measures of Effectiveness

Our primary measures of effectiveness will be the successful completion of the following tasks:

1. Completed hiring of core staff and contract services vendors (security, web manager and graphic designer)
2. Completed acquisition of other contracted items – sanitoi, truck rental, etc.

3. Completed design and launching of new web page
4. Security services provides enhanced protection of historic sites in the valley, with regular reports to project manager
5. Major historic and cultural resources see significant improvement during the year (50% or better)
6. Cultural service work days with volunteers are more efficiently run, and the number of volunteers continues to grow.
7. `Aina-based learning opportunities are enhanced through the improved site management program supported by this Sustainable Stewardship project.

1. Budget forms attached

2. Anticipated Quarterly Funding Requests, FY2019 (from State)

1st quarter – \$40,000

2nd quarter – \$40,000

3rd quarter – \$40,000

4th quarter - \$4,550

3. Listing of Other Sources of Funding Sought

Ko`olau Foundation anticipates funding from the Castle Foundation and is also conducting a search for additional funding support.

4. Federal, State and County Government Contracts, Grants and Grants-in-Aid, Prior three years and Current year

Kako`o `Oiwī – Funding received from OHA and HCDA

5. Balance of unrestricted current assets as of December 31, 2017

Kako`o `Oiwī - \$369,806

III. Experience and Capability

Necessary Skills and Experience

Director members of both Ko`olau Foundation and Kako`o `Oiwī possess the following skills to enable them to handle the tasks and responsibilities to carry out this project successfully. These include:

- Administrative and executive capabilities (former public service department heads)
- Construction and real estate
- Planning
- Community outreach and engagement
- Cultural practitioners

- Product sales & marketing

In addition, the project will employ a project manager and fiscal manager to ensure all work is done and is in compliance with state and all other requirements.

Facilities

The Ko'olau Foundation is housed in shared office space with the Ko'olaupoko Hawaiian Civic Club at 45-005 Kawa Street in Kane'ohe.

Kako'o 'Oiwi is housed at their kalo farm located at 46-406 Kamehameha Highway in He'eia, but also shares office space with the Ko'olaupoko Hawaiian Civic Club.

IV. Personnel: Project Organization & Staffing

Proposed Staffing, Staff Qualifications, Supervision & Training

Proposed staffing:

Project Manager: This position will be required to oversee all work tasks and contractual services to ensure project deadlines are met and goals accomplished. With the assistance of the fiscal manager, this position would also be responsible for reporting to both the Ko'olau Foundation and Kako'o 'Oiwi boards of directors and to any landowners or stakeholder partners in the project. Qualifications: must have experience running projects, managing consultants, meeting reporting and compliance deadlines, and effective communications skills. Must have experience in managing internal and external work groups and working in collaborative environments. Position will be filled on a contract basis.

Fiscal Manager: This position will be responsible for managing all financial aspects of the project, including but not limited to: payroll, payouts on invoices, preparing financial reports, managing all financial accounts, and all financial matters related to the project. Hired on a part-time, contract basis.

Site Manager: The site manager is responsible for overseeing the work done on any of the cultural or historic sites in the valley. This position manages the volunteers and assigns tasks to foster stewardship of cultural areas, sharing the vision for the restoration of identity for all of the known wahi pana (sacred places) of Haiku. Working with other cultural practitioners, the site manager seeks to educate others about the history, current status, and future of these important 'aina of our heritage and history. Qualifications: must have experience managing historic sites, supervising volunteers, providing presentations and talks to inform and educate, providing cultural background on the importance of the places and vegetation; must be able-bodied, able to serve as a role model to volunteers and workers. Hired on a part-time, contract basis.

Site Manager Support: This position primarily provides support to the Site Manager to ensure all supplies, tools and equipment are transported in and out of the valley on work days; provides assistance with preparation of lunch meals for the volunteers; provides assistance, as needed, with managing and/or recruiting volunteers; other related duties as needed. Hired on a part-time, contract basis.

Overall Management & Supervision: Overall management of the project staff and activities is assigned to the president of the Ko`olau Foundation or his designee, in consultation with the executive director of Kako`o `Oiwī. Both the Project Manager and Fiscal Manager will report to the president of the Ko`olau Foundation or his designee.

Organization Chart
(see attached)

Compensation

There is no compensation requested for members of either board. Compensation for the Project Manager is estimated at \$14,400 for the Operating program, of which \$7,200 is included in the request for state funding; compensation for the Fiscal Manager is estimated at \$17,000 for the operating fund request. Other contract hires are included in this Operating Fund GIA request.

V. **Other**

Litigation
None

Private Educational Institutions
None

Future Sustainability Plan

This application, Sustainable Stewardship Project, provides a year of significant start-up funding for an on-going stewardship program that has been supported primarily by donations from individual members of the Ko`olau Foundation board or the community. In order to meet the increased demand for `aina-based learning opportunities, it is important for Ko`olau Foundation to create a more efficient program that enables this stewardship effort to grow and thrive. In subsequent years, Ko`olau Foundation intends to pursue other funding partners from private sector as well as explore other funding opportunities such as marketing logo items, providing workshops and cultural presentations, and inviting philanthropic sponsors.

Certificates of Good Standing

(Attached, for Kako`o `Oiwī and Ko`olau Foundation)

Declaration Statement(s)

Attached

Public Purpose

The grant(s) will be used for public purposes as described in response to Item #3 under “Background and Summary”.

BUDGET REQUEST BY SOURCE OF FUNDS

Period: July 1, 2018 to June 30, 2019

Applicant: Kako'o 'Oiwi for Ko'olau Foundation (Operating Fund GIA)

BUDGET CATEGORIES	Total State Funds Requested (a)	Total Federal Funds Requested (b)	Total County Funds Requested (c)	Total Private/Other Funds Requested (d)
A. PERSONNEL COST				
1. Salaries	32,600			10,800
2. Payroll Taxes & Assessments				
3. Fringe Benefits				
TOTAL PERSONNEL COST	32,600			10,800
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island				
2. Insurance	2,500			
3. Lease/Rental of Equipment	3,600			2,400
4. Lease/Rental of Space	9,000			4,800
5. Staff Training				
6. Supplies for volunteer service work	1,200			1,200
7. Telecommunication	2,400			
8. Utilities (sanitoid rental)				2,400
9. Security services contract	60,000			
10. Web Design & Mgmt	5,000			
11. Graphic design contract	3,000			
12. Misc. office supplies-paper, ink, etc.				300
13				
14				
15				
16				
17				
18				
19				
20				
TOTAL OTHER CURRENT EXPENSES	86,700			11,100
C. EQUIPMENT PURCHASES	5,250			1,200
D. MOTOR VEHICLE PURCHASES				
E. CAPITAL				
TOTAL (A+B+C+D+E)	124,550			23,100
SOURCES OF FUNDING		Budget Prepared By:		
(a) Total State Funds Requested	124,550	Mahealani Cypher	(808) 226-4195	
(b) Total Federal Funds Requested			Phone	
(c) Total County Funds Requested				1/18/19
(d) Total Private/Other Funds Requested				Date
TOTAL BUDGET	124,550	<i>Jonathan K. Kukca-Shultz</i> Name and Title (Please type or print) <i>Exec. Dir.</i>		

BUDGET JUSTIFICATION - PERSONNEL SALARIES AND WAGES

Period: July 1, 2017 to June 30, 2018

Applicant: Kako'o 'Oiwī for Ko'olau Foundation

POSITION TITLE	FULL TIME EQUIVALENT	ANNUAL SALARY A	% OF TIME ALLOCATED TO GRANT REQUEST B	TOTAL STATE FUNDS REQUESTED (A x B)
Project Manager	0.1	\$72,000.00	10.00%	\$ 7,200.00
Fiscal Services Manager	0.25	\$68,000.00	25.00%	\$ 17,000.00
Site Manager	0.1	\$36,000.00	10.00%	\$ 3,600.00
Site Support	0.1	\$48,000.00	10.00%	\$ 4,800.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL:				32,600.00

JUSTIFICATION/COMMENTS:
 All four employees will work on a part-time basis, not on salary. Project manager will supervise staff, conduct community outreach, recruit volunteers, maintain database, provide periodic reports to the board of directors. Fiscal manager will handle all financial matters, maintain accounts, pay on invoices, handle payroll and other compliance matters and related duties. Site manager oversees work on cultural sites, assigns volunteers; site support provides various supporting duties; site support assists.

BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1, 2018 to June 30, 2019

Applicant: Kako'o 'Owi for Ko'olau Foundation (

DESCRIPTION EQUIPMENT	NO. OF ITEMS	COST PER ITEM	TOTAL COST	TOTAL BUDGETED
Weedwhacker	1.00	\$550.00	\$ 550.00	550
Miscellaneous hand tools for vegetation clearing	48	\$50.00	\$ 2,400.00	2400
Computer system	1	\$3,500.00	\$ 3,500.00	3500
			\$ -	
			\$ -	
TOTAL:				6,450

JUSTIFICATION/COMMENTS: Weed whacker and hand tools needed for clearing vegetation from cultural sites during cultural service work days; amounts given are estimates, as tools vary in cost depending on type.

DESCRIPTION OF MOTOR VEHICLE	NO. OF VEHICLES	COST PER VEHICLE	TOTAL COST	TOTAL BUDGETED
Rental of transport vehicle (pickup truck or similar)	1.00	\$2,400.00	\$ 2,400.00	2400
			\$ -	
			\$ -	
			\$ -	
None			\$ -	
TOTAL:				0

JUSTIFICATION/COMMENTS: Vehicle will be rented to facilitate transport of equipment and supplies during volunteer work days; amount is approximate rental cost per month.

BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2018 to June 30, 2019

Applicant: Kako'o`Oiwi for Ko'olau Foundat

FUNDING AMOUNT REQUESTED						
TOTAL PROJECT COST	ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		STATE FUNDS REQUESTED	OF FUNDS REQUESTED	FUNDING REQUIRED IN SUCCEEDING YEARS	
	FY: 2016-2017	FY: 2017-2018	FY:2018-2019	FY:2018-2019	FY:2019-2020	FY:2020-2021
PLANS						
LAND ACQUISITION						
DESIGN						
CONSTRUCTION						
EQUIPMENT						
TOTAL:				0		
JUSTIFICATION/COMMENTS:						
None						

GOVERNMENT CONTRACTS, GRANTS, AND / OR GRANTS IN AID

Applicant: Kako`o `Oiwī for Ko`olau Foundation

Contracts Total: -

	CONTRACT DESCRIPTION	EFFECTIVE DATES	AGENCY	GOVERNMENT ENTITY (U.S. / State / Haw / Hon / Kau / Mau)	CONTRACT VALUE
1	HCDA		HCDA	STATE	
2	HEEIA NERRS		UH-HIMB	STATE	
3	NOAA		COMMERCE	U.S.	
4	OHA		OHA	STATE	
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**DECLARATION STATEMENT OF
APPLICANTS FOR GRANTS PURSUANT TO
CHAPTER 42F, HAWAII REVISIED STATUTES**

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawai'i Revised Statutes:
 - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
 - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
 - c) Agrees not to use state funds for entertainment or lobbying activities; and
 - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.

- 2) If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
 - a) Is incorporated under the laws of the State; and
 - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided.

- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
 - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
 - b) Has a governing board whose members have no material conflict of interest and serve without compensation.

Pursuant to Section 42F-103, Hawai'i Revised Statutes, for grants used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

Kako'o 'Oiwī for Ko'olau Foundation

1/18/18
(Date)

Jonathan K. Kukea Shultz Executive Director
(Typed Name) (Title)

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Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

Ko'olau Foundation

 _____

(Signature)

1/18/18

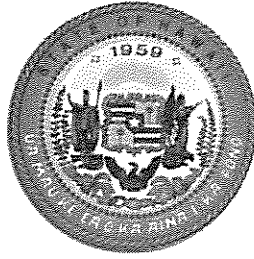
(Date)

Aaron D. Mahi

(Typed Name)

President

(Title)



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: **Kakoo Oiwi**

DBA/Trade Name: **Kakoo Oiwi**

Issue Date: **01/14/2018**

Status: **Compliant**

Hawaii Tax#:

New Hawaii Tax#:

FEIN/SSN#: XX-XXX6490

UI#: No record

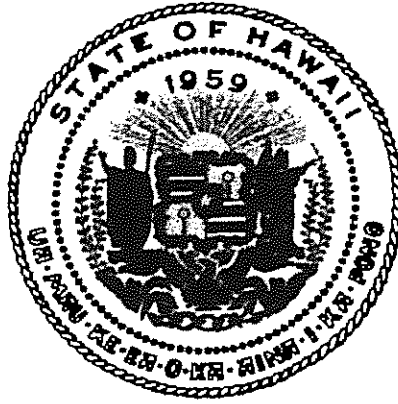
DCCA FILE#: 215401

Status of Compliance for this Vendor on Issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the Issuing agency for more information



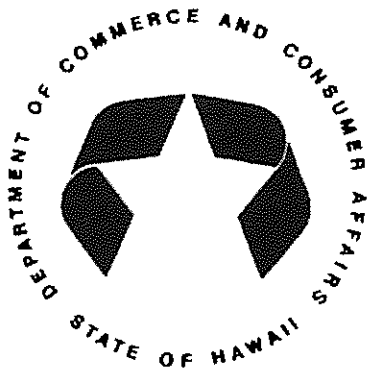
Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

KO'OLAU FOUNDATION

was incorporated under the laws of Hawaii on 05/04/2005 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.

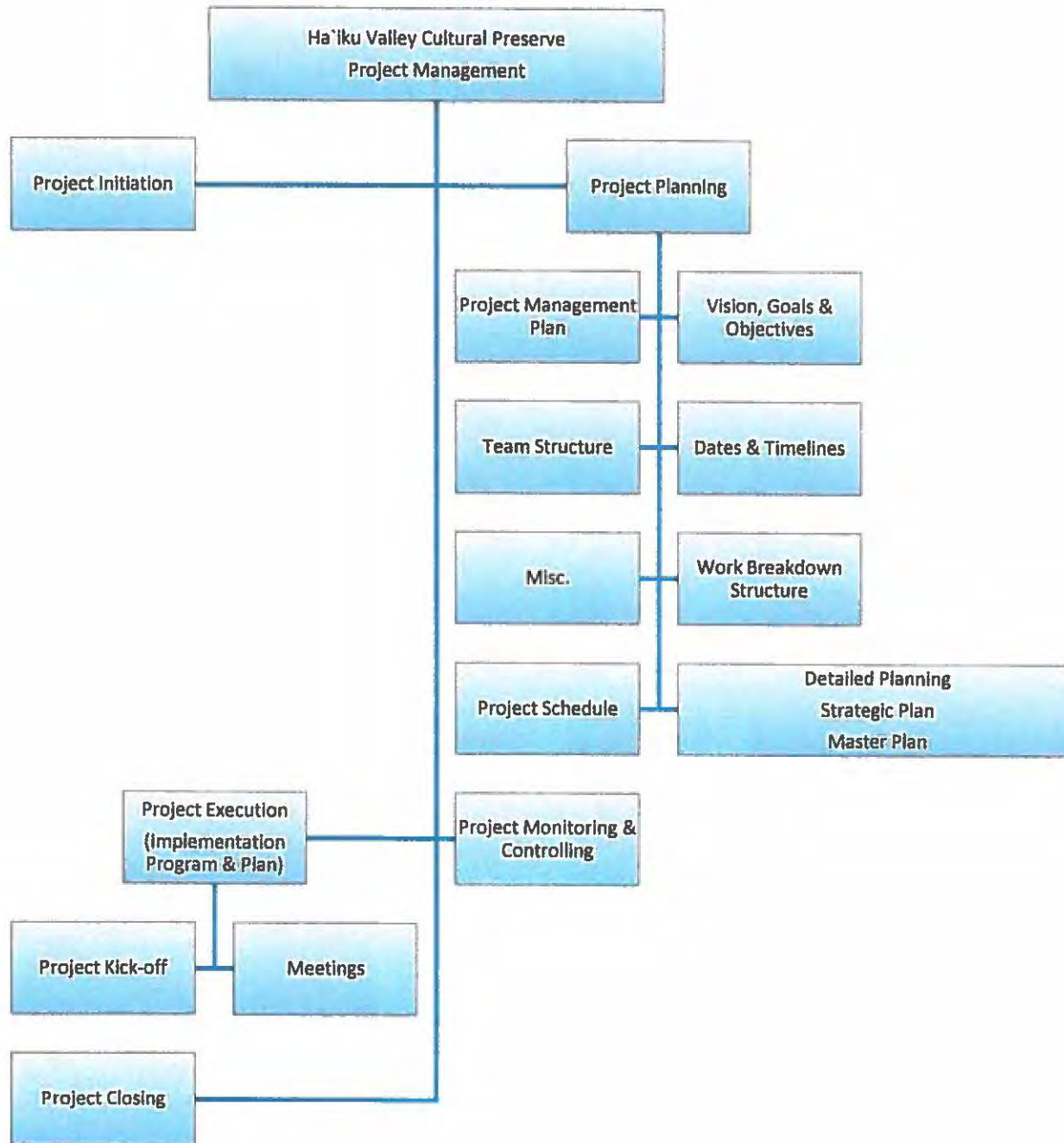


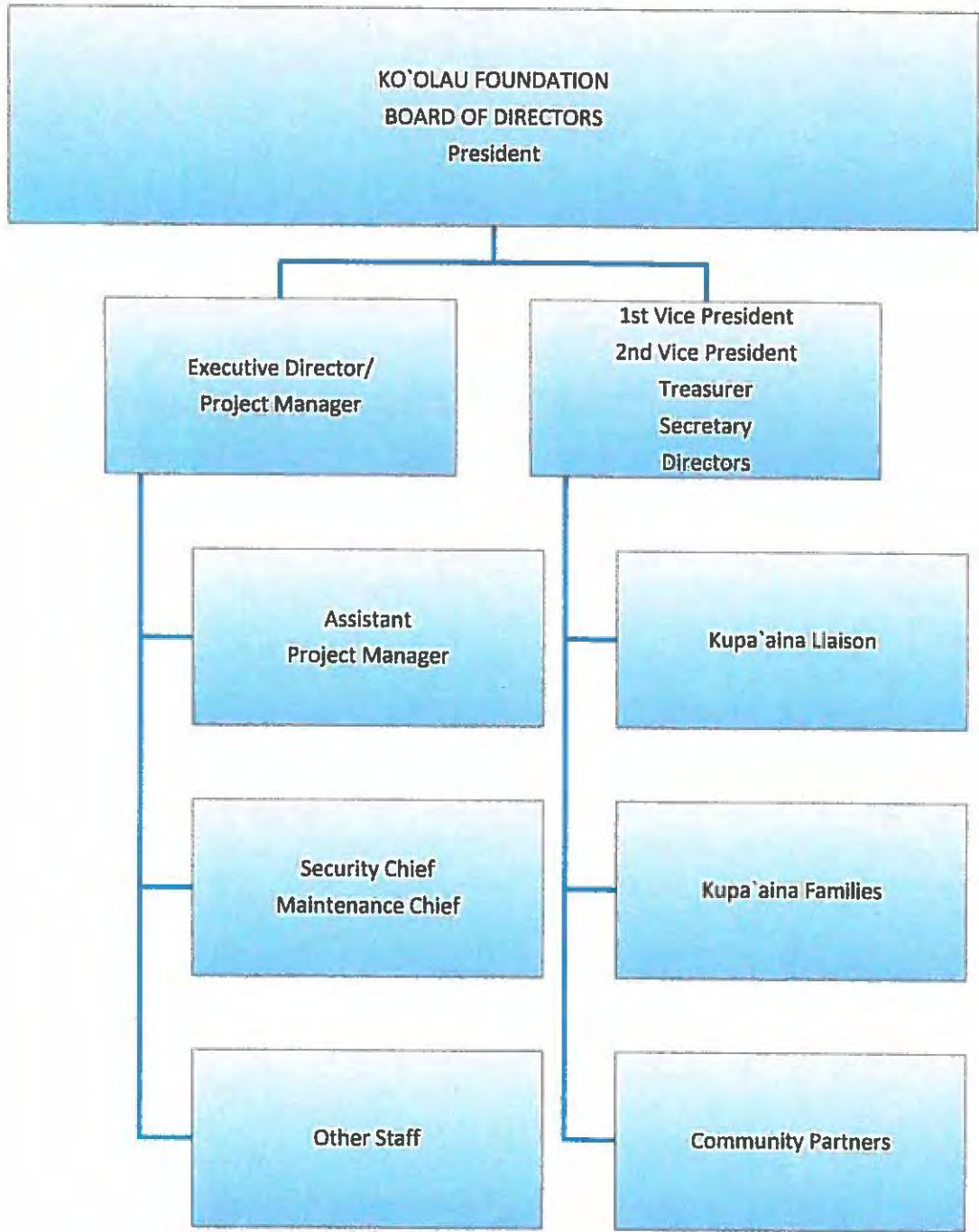
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 15, 2018

Catherine P. O'Neal Colton

Director of Commerce and Consumer Affairs



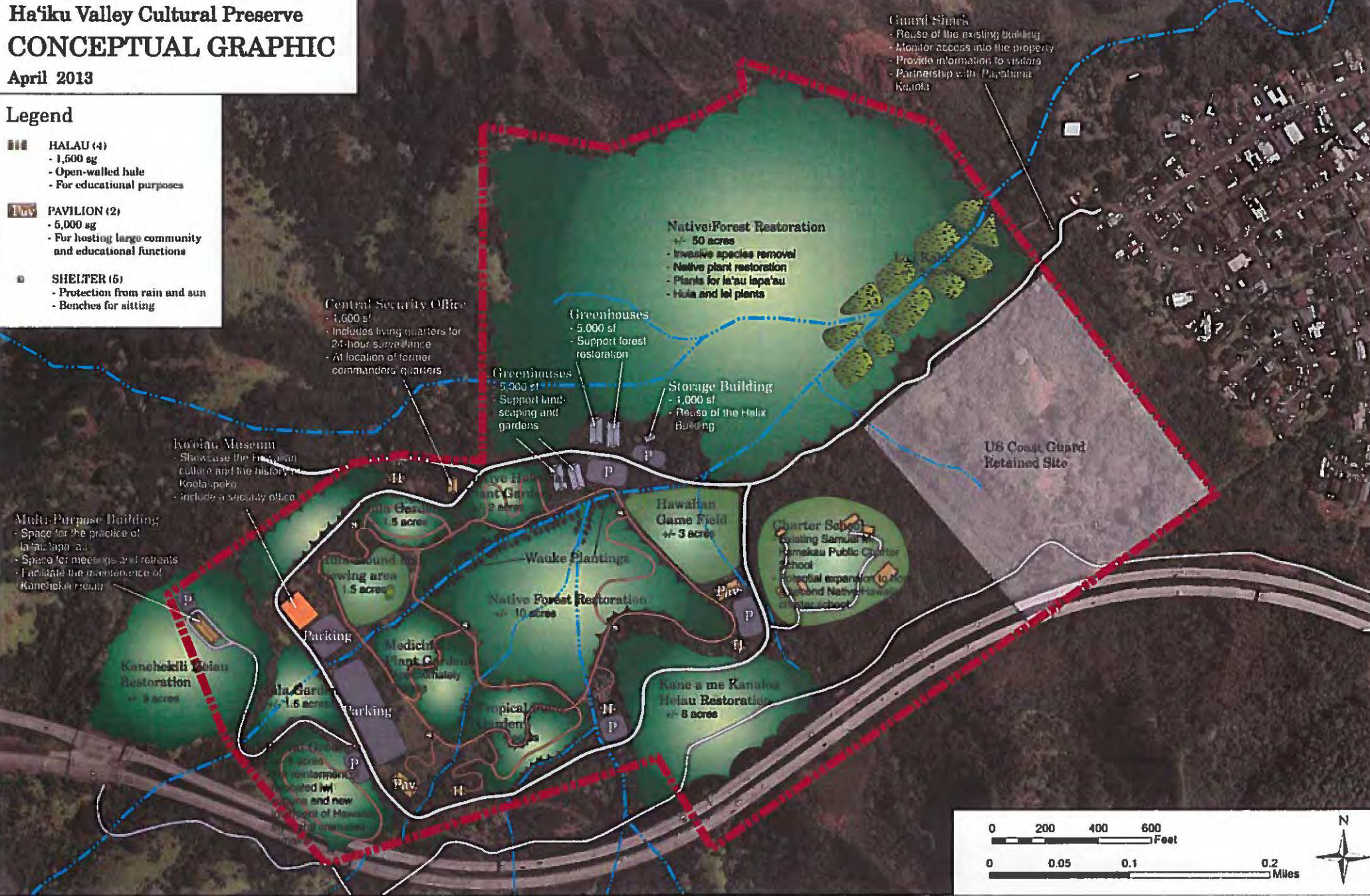


Ha'iku Valley Cultural Preserve CONCEPTUAL GRAPHIC

April 2013

Legend

- HALAU (4)**
 - 1,500 sq
 - Open-walled hale
 - For educational purposes
- PAVILION (2)**
 - 6,000 sq
 - For hosting large community and educational functions
- SHELTER (5)**
 - Protection from rain and sun
 - Benches for sitting



0 200 400 600 Feet

0 0.05 0.1 0.2 Miles



**KO`OLAU FOUNDATION
POLICIES & PROCEDURES**

A. Administration

1. Personnel Standards:

- a. Employees of the Ko`olau Foundation shall be defined as anyone who is hired on contract or for permanent employment by the Ko`olau Foundation.
- b. Employees shall comply with all requirements of their employment agreement as well as all county, state and federal laws.
- c. Employees shall report directly the President of the Board of Directors or his/her designee unless otherwise stipulated in the employment agreement.
- d. Employees and members of the Board of Directors will be expected to understand, accept and practice Hawaiian cultural values of aloha and respect when representing the Ko`olau Foundation in any capacity.

2. Operating Procedures

- a. The Ko`olau Foundation operates as a not-for-profit community organization and, as such, its board is comprised of volunteer officers and directors.
- b. The board of directors will convene at a scheduled meeting in February of each year, or at any special meetings as requested by the President or board members.
- c. The Ko`olau Foundation shall approve an annual budget for operations of the Foundation, and may approve periodic amendments to the budget as needed.
- d. Employees of the Ko`olau Foundation shall be hired by and shall report to the President or his/her designee, unless otherwise determined by the President and/or the board of directors.

e. The President or his/her designee shall determine the work schedule for any employee of the Ko`olau Foundation, and shall be required to supervise the work product of employees.

f. The President or his/her designee shall ensure that employees are compensated according to the approved budget of the Ko`olau Foundation, and shall determine a schedule for payment, to be included in the employment agreement.

3. Disciplinary Measures or Discharge

a. The board of directors shall adopt a procedure for disciplinary measures or discharge of employees.

b. The President or his/her designee shall follow such measures should it be necessary to discipline or discharge an employee.

4. Documentation and Record-Keeping

a. All correspondence, invoices, receipts, reports, agenda, minutes and other documents, including electronically transmitted documents, shall be copied and kept on file with the records of the Ko`olau Foundation.

b. Responsibility for maintenance of these files shall be assigned to the Ko`olau Foundation Secretary or his/her designee.

c. All records shall be maintained in an office or file cabinets secured by the Ko`olau Foundation.

5. Data-gathering and Reporting

a. Officers and employees of the Ko`olau Foundation shall be responsible for keeping track of all data collected in connection with any work programs or projects of the Foundation, according to their specific assignments.

b. Officers shall be responsible for collecting information or data relating to their specific kuleana as officers

c. Logs or other forms of data-gathering and reporting shall be presented to the President of his/her designee as appropriate for consignment to the official files of the Ko`olau Foundation.

d. The President and/or his/her designee shall present regular reports to the President and/or board of directors for on-going programs, projects or activities of the Foundation. The schedule for these reports shall be determined by the President and/or the board of directors.

6. Financial Administration

a. All monies collected by the Ko`olau Foundation shall be turned over to the Treasurer for deposit into the Foundation's bank account(s).

b. All invoices or other bills presented to the Ko`olau Foundation shall be turned over to the Treasurer for payment.

c. The Ko`olau Foundation shall approve an annual budget to meet its expenses for the year, and shall comply with that budget to the greatest extent possible.

d. The Treasurer shall provide an updated accounting of all receipts, disbursements, and bank account balances at the annual meeting of the board of directors, or upon request during any special meeting of the board.

e. Funds received on behalf of the Ko`olau Foundation by its fiscal sponsors shall be maintained and managed by the 501(c)(3) fiscal sponsor. Disbursement of such funds shall be determined by the fiscal sponsor, the President, and the project manager.

f. The Ko`olau Foundation's fiscal sponsor shall be responsible for auditing any grant monies received for projects coordinated by or through the Foundation.

7. Quality Assurance

a. To ensure that the quality of work done by or on behalf of the Ko`olau Foundation meets best practices and standards for effective delivery

of goods and services, the Ko`olau Foundation shall adopt a "Quality Assurance Plan".

- b. The plan shall include, but not be limited to, the following:
 - i. Determination of adequate technical requirements of inputs and outputs
 - ii. Certification and rating of suppliers, whenever possible
 - iii. Testing of procured material or services for its conformance to established quality, performance, safety and reliability standards, whenever possible
 - iv. Proper receipt, storage (as needed), and issuance of material or services, as appropriate
 - v. Audit of the process quality, as needed
 - vi. Evaluation of the process to establish appropriate corrective response; and
 - vii. Audit of the final response for conformance to technical, reliability, maintainability and performance requirements.

8. Monitoring and Evaluation

- a. Evaluation of projects or activities conducted by the Ko`olau Foundation shall include a variety of approaches.
- b. These approaches may include, but are not limited to, the following:
 - i. Providing survey forms to obtain feedback from recipients of the program or activities.
 - ii. Evaluating the surveys to identify remedies or effective activities carried out on behalf of the Ko`olau Foundation.
 - iii. Reviewing response to outreach efforts to achieve maximum participation by target groups for the Ko`olau Foundation's programs, projects and activities.
 - iv. Identifying potential problems and alternative solutions for adjusting programs, projects and activities of the Ko`olau Foundation.
- c. Such evaluations and monitoring of effectiveness shall be carried out at the board level, for broad-spectrum initiatives of the Ko`olau Foundation; or at the project team level, for subordinate activities of a project.

d. Evaluations and reviews/problem-solving shall be conducted in a timely manner to maximize successful conclusion of the Foundations programs, projects and activities.

July 7, 2013

KO`OLAU FOUNDATION
Ha`iku Valley
Cultural and Community Access Procedures

Purpose

These procedures and protocols are to be followed in allowing access to the `ili of Ha`iku, ahupua`a He`eia, moku Ko`olaupoko, under the auspices of the Ko`olau Foundation. The purpose of these procedures and protocols is to ensure that the wahi pana and wahi kapu are properly respected and protected, and that all behavior while on the property acknowledges proper care and safeguarding of the premises and people visiting this `aina.

It is the desire of the Ko`olau Foundation that a culturally-sensitive security program be established to enable and facilitate access to cultural areas for native Hawaiian practitioners and kupa`aina families. It is also the goal of the Ko`olau Foundation to employ a cadre of trained na koa – native Hawaiian warriors trained to protect and defend – to serve as security for this property.

Protocols and Procedures

1. As this `aina is bestowed upon us by our `Akua and because we are guided by our kupuna kahiko and our aumakua, we regard it to be the kuleana of all who enter this property to be respectful, responsible, and pono at all times.
2. Caretakers of the property will exercise proper diligence to safeguard the `aina, the wahi kapu and the people who are present on the property.
3. Visitors to the property will ask permission to enter the property by checking in at the security gate and, whenever possible, by submitting advance request for admission to the premises.
4. All visitors to the property will be expected to assume their own liability for their personal safety and for safeguarding their own possessions while on the premises, and shall sign a waiver of liability upon entrance to the property. In the case of minor visitors, a responsible adult shall accompany such minors at all times and sign the waiver form on their behalf.
5. Access to the property shall be **managed access**, in that admission to the property will be through a security gate, upon signing a waiver of liability form with the guard, and allowable during posted hours. In addition, there shall be a limitation

upon the number of people allowed access into the property according to a schedule to be determined by the Ko`olau Foundation.

6. Vehicular access into the property shall be limited to passenger cars and vans, bicycles, delivery and utility trucks. Access for buses shall be limited to no more than two buses per day, unless prior permission for more large vehicles for special events is granted by the Ko`olau Foundation.
7. Access to the property shall be limited to five days per week on a schedule to be determined by the Ko`olau Foundation.
8. The Ko`olau Foundation reserves the right to refuse admission to any person at any time, with the exception of lessees and representatives of state and county agencies, landowners, or other partners permitted access by previous arrangement.

KO`OLAU FOUNDATION
Ha`iku Valley
Security Procedures

Purpose

The purpose of these procedures is to ensure the safeguarding of the land and property of Ha`iku Valley located on TMK Parcels 1-C, Parcels 6-10, Parcels 13-15, and addressing the security of visitors to the property when it is open to the public. Note: these procedures will be updated upon completion of a comprehensive security plan for Ha`iku Valley that includes participation by major landowners, lessees and other stakeholders in the area.

Overall approval for these procedures will be under the jurisdiction of the `Aha Council of Ha`iku Valley, to include the landowners and lessees such as the Department of Hawaiian Home Lands, the Office of Hawaiian Affairs, the Honolulu Board of Water Supply, the Ko`olau Foundation, Samuel Kamakau Charter School, and other lessees and landowners of interest.

It is the desire of the Ko`olau Foundation that a culturally-sensitive security program be established to enable and facilitate access to cultural areas for native Hawaiian practitioners and kupa`aina families. It is also the goal of the Ko`olau Foundation to employ a cadre of trained na koa – native Hawaiian warriors trained to protect and defend – to serve as security for this property.

Procedures

1. Access to Ha`iku Valley shall be via the main gate at the top of Ha`iku Road.
2. A guard station shall be located at the entrance gate and will be staffed on all days and times to be coordinated by the Ko`olau Foundation and Samuel Kamakau Charter School. Other guard stations may be established at the intersection of the valley loop road and the Board of Water Supply cut-off, at the OMEGA station, and elsewhere as needed.
3. Security guards shall be employed to staff the entrance guard station during all public open hours, and a security guard station at the OMEGA building during evening hours. In addition, there shall be at least one roving security guard patrolling throughout the valley during all public hours.

4. All visitors, including delivery trucks, vans, pedestrians, bicyclists, etc., are required to sign in at the entrance gate. For occasional visitors, a waiver form will be provided at the gate. For large groups or businesses, waiver forms can be provided and submitted in advance and a special authorization placard will be provided.
5. Personnel or students from the Charter School, Board of Water Supply, or Ko`olau Foundation will be provided with authorization permits to facilitate their daily access into the area.

Security Guidelines

1. Visitors will be allowed to bring in the following items:
 - Picnic lunches and soft beverages/water
 - Bicycles and passenger vehicles/vans
 - Beach chairs and mats
 - Cameras
 - Other personal items as needed
2. The following items will not be permitted into the valley:
 - Firearms (except those authorized for law enforcement)
 - Weapons (except those authorized for law enforcement or for cultural demonstrations)
 - Illegal drugs
 - Alcohol (except those authorized by permit for special events)
 - Motorcycles or mopeds
3. The following behaviors are permissible in the valley:
 - Cultural access for native Hawaiians to visit wahi kapu in the area
 - Visiting the OMEGA station
 - Volunteer service work for maintenance, security, cultural or educational programs
 - Maintenance of halau or native plant gardens
 - Touring cultural sites as indicated on visitor guide-maps
 - Hiking on trails as authorized on visitor guide-maps
 - Jogging, bicycling, walking
 - Makahiki games/sports
 - Other authorized recreational and educational activities

4. The following behaviors will not be permitted in the valley:

- Substance abuse
- Assault
- Theft from buildings, vehicles, or people
- Damage to people, property or premises
- Unauthorized gathering of plants or foliage
- Unauthorized entrance into certain areas marked "off-limits"
- Remaining on the property after closing hours
- Speeding – the speed limit is 20 mph on the loop road

5. The `Aha Council reserves the right to refuse admission to any entity on the grounds that their access may pose a risk or hazard to the `aina, the wahi kapu, or the people charged with caring for the property.

(These procedures and guidelines are subject to review and have not yet been approved by any of the parties identified in this document.)

KO`OLAU FOUNDATION
Ha`iku Valley
Emergency Procedures

Purpose

The purpose of these procedures is to ensure that staff and personnel assigned to work in Ha`iku Valley are aware of their responsibilities to address incidental emergencies that may arise on the property.

Procedures

1. Fully-equipped First-Aid kits and communications devices shall be kept available at major sites in the valley (i.e., guard stations, OMEGA and Maintenance Building, etc.) during all public hours of operation.
2. Communications devices shall be made available to all security personnel while on property to respond to emergency calls for assistance. In addition, the chief of security shall be equipped with a communications device and be available on-call at all times for emergency response.
3. Security personnel, administrative staff and docents shall be provided with first-aid training to respond to incidental minor emergency requests for help.
4. County emergency personnel shall be called in the event a visitor, volunteer or staff person encounters a major emergency situation. Major emergencies shall include but not be limited to the following:
 - a. Adverse respiratory condition
 - b. Injuries to limbs from falls
 - c. Dizziness that continues beyond 3-5 minutes
 - d. Fire hazard in buildings or hiking areas
 - e. Other major emergencies as defined by County emergency response agencies
5. Educational/cultural groups entering the valley to present their programs will be required to have portable communications devices to call for help, should emergencies occur. They will also be required to sign liability waiver forms, prior to entry, to establish their responsibilities to safeguard their personnel and guests.
6. Coordination with other lessees and landowners in the valley will be established to ensure all occupants/visitors in the valley are aware and address similar emergency procedures.
7. Other emergency procedures as needed.

CURATORSHIP AGREEMENT
(DRAFT)
HA'IKU VALLEY

This curatorship agreement, executed on the respective dates indicated below, is effective as of _____, 20___, between the STATE OF HAWAI'I (hereinafter "State"), through its Department of Hawaiian Home Lands (DHHL) by its Chairperson, whose address is 91-5420 Kapolei Parkway, Kapolei, Hawai'i 96707, and the Ko'olau Foundation (also referred to herein as "Curator"), by Aaron Mahi, President, whose address is P. O. Box 4749, Kane'ohe, Hawai'i 96744.

INTRODUCTION

The Department of Hawaiian Home Lands (DHHL) obtained approximately 145 acres of land in Ha'iku Valley from the United States government in 1998, and has subsequently sought productive use of the property through a land exchange or some other purpose. Although some of the acreage has already been leased for use as a charter school, most of the property remains uncommitted for future use. The Ko'olau Foundation, comprised of residents of the Kane'ohe and He'eia communities, has long advocated for conversion of the property into a cultural preserve due to the historic and cultural resources located in the valley.

In 2010, the Office of Hawaiian Affairs entered into discussions with DHHL to pursue advancing the cultural preservation initiatives sought by the Ko'olau Foundation and its Windward community members. The lands have since been transferred by DHHL to the control of OHA under a 50-year license, and OHA has subsequently renewed discussions with the Ko'olau Foundation and the community to ensure their involvement in management of the valley.

This agreement establishes the Ko'olau Foundation as curators of Ha'iku Valley (TMK: _____, Attachment 1) for the purposes of working with the Department of Hawaiian Home Lands (DHHL) in the maintenance, management, interpretation, documentation, and monitoring of the historic properties within the area.

The State, through DHHL, is owner of Ha'iku Valley and its resources and has absolute and ultimate authority over all activities including management, care, planning, maintenance, and restoration within the property. The staff of the Department of Hawaiian Home Lands shall oversee the operations and activities of the Curator for compliance with this agreement.

The Curator will also work with DHHL in fulfilling the planning and compliance requirements needed to implement these management and interpretive initiatives. The Curator will rely on the technical expertise and historical resources of the State Historic Preservation Division as it assumes the responsibilities of curator. The Curator will perform all duties and responsibilities without pay from the State of Hawai'i.

BACKGROUND

Ha'iku Valley contains a number of historic and cultural resources, most notably the recently decommissioned Ha'iku OMEGA station, built in 1942, formerly operated by the U.S. Coast Guard as a global communications facility. Among pre-contact sites on the property are two ancient Hawaiian religious sites – Kane a me Kanaloa heiau and Kahekili (also known as Kanehekili) heiau. Also reportedly scattered throughout the area are pre-contact Hawaiian burial sites, some of which were encountered during construction of the station during the 1940s.

THE AIM OF THE STATE OF HAWAII'S CURATOR AGREEMENTS

The State of Hawai'i's curator agreements were first initiated by DLNR's State Parks and its Historic Sites Section in 1986 and 1987. The aim is to:

1. Better maintain significant historic sites and natural resources and protect them from vandalism, natural factors, and unintentional human actions that will damage sites.
2. Provide the State's citizens greater access to view and understand the importance of these sites and the State's past history.

CURATOR RESPONSIBILITIES

1. The Curator will coordinate all actions and activities undertaken in the execution of this Curator Agreement with DHHL.
2. The Curator will designate a project manager who is subject to approval by DHHL. All volunteer participants must submit a completed volunteer waiver form (Attachment 2).

3. The Curator will Submit an annual report of its activities and volunteer hours under this agreement to DHHL.
4. The Curator will help maintain the grounds within Ha'iku Valley by clearing vegetation and removing litter if appropriate. Unless otherwise approved, this shall be done without ground disturbance to prevent damage to the structural integrity of the historic sites and to subsurface archaeological deposits. Weed-eaters, machetes, lawnmowers, chainsaws, and other hand tools may be used. With DHHL's approval, an herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth around the rocks of the historic sites where appropriate.
5. The Curator may initiate projects to clear alien vegetation from heiau identified by kupa'aina families with ties to the valley.
6. The Curator may undertake landscaping, watering and planting activities for the purpose of providing ground stabilization and minimizing erosion of the area, contingent upon approval of specific plans by DHHL.
7. All cut and gathered vegetation should be taken to a designated area. Curator may arrange for recycling of green-waste either on-site or off the property. There is to be no unauthorized burning within the area covered by the Curator agreement except for cultural activities such as food preparation; the Honolulu Fire Department shall be notified in advance of such activities.
8. The Curator may sponsor volunteer projects and cultural or educational tours in addition to their regular maintenance responsibilities but DHHL must approve and shall be notified 5 working days in advance of volunteer projects and educational tours. For volunteer projects and cultural or educational programs that are regularly scheduled and of a repetitive nature, notification to DHHL can be made on a quarterly, biennial or annual basis.
9. The Curator is required to assist in coordinating volunteer efforts that may be forthcoming from other organizations or individuals. Such other groups or individuals may participate in curator activities without being required to become a member of the Curator organization.
10. The Curator will seek ongoing involvement of the local community, potentially affected private landowners, and relevant organizations.

11. The Curator may prepare and install interpretive devices or displays, contingent upon approval of specific interpretive plans by DHHL and the DLNR's Historic Preservation Division for the review and approval in accordance with Sec. 13-277, HAR.
12. Upon approval by DHHL and DLNR, the Curator may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this curator agreement or to contribute to meeting the requirements of the historic preservation project review process (Sec. 6E-7 and 8, HRS; Sec. 13-275, HAR). The archaeologist shall meet the professional qualifications established by Sec. 13-281, HAR, and hold a valid permit to conduct archaeological activities in Hawai'i in accordance with Sec. 13-282, HAR.
13. The Curator may propose amendments to this agreement to undertake other tasks. Depending on the scope of the proposed amendments, approval by DHHL or its Chairperson may be necessary. Upon approval, the amendments will become a part of this agreement.
14. Use of the property by the Curator shall be in accordance with all of the Rules and Regulations of the Department of Hawaiian Home Lands, the Division of State Parks (Hawai'i Administrative Rules Title 13, Chapter 146), the Conservation District (Hawai'i Administrative Rules Title 13, Chapter 5) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the City & County of Honolulu, State of Hawai'i and U.S. government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger this chapter.
15. All proposed maintenance, management and interpretive plans developed under this curator agreement shall be submitted by DHHL to the Historic Preservation Division for review in accordance with Sec. 6E-7 and 8, HRS, and all applicable administrative rules.
16. The Curator will periodically monitor the condition and integrity of historic properties and their respective settings on the property. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, the Curator will notify DHHL as soon as possible.
17. Restoration work, as needed, may be undertaken by the Curator, contingent upon approval of specific restoration plans by DHHL and their submittal by DHHL to the

Historic Preservation Division for their review and approval in accordance with Sec. 13-277, HAR.

SPECIAL CONDITIONS

The Curator shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the curation without prior approval from DHHL;
2. Install interpretive devices without the prior approval of DHHL and the State Historic Preservation Division;
3. Permit participants to possess, display, use/consume alcoholic beverages or illegal drugs on the property;
4. Permit any temporary or permanent residence to occur on the property except for security and caretaking purposes;
5. Cause any significant disruption to normal property usage;
6. Undertake site improvements unless these tasks are covered in the curator agreement or in later amendments to each agreement.

These constraints are extremely important to ensure that the sites are properly protected and are properly interpreted, thereby benefiting Native Hawaiians and all the citizens of the State of Hawai'i.

RESPONSIBILITIES OF THE DEPARTMENT OF HAWAIIAN HOME LANDS

1. DHHL, in its sole discretion, will continue to be responsible for the area covered by this curator agreement and may issue permits or allow Curator to issue permits, including commercial permits; may conduct archaeological and other research and other

- investigative activities, install interpretive devices and regulatory signs, and implement management plans. DHHL will consult with the curator on these activities.
2. DHHL agrees to provide the Curator with information relating to Ha'iku Valley, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features, draft environmental impact statements, and plans regarding existing or proposed future uses of lands within the valley.
 3. The assistance of DHHL and State Parks may be requested by the Curator for large clearing and hauling and with herbiciding. Such requests should be coordinated between the Curator, DHHL, O'ahu State Parks District Superintendent, and the State Archaeologist.
 4. In accordance with Sec. 6E-7 and 8, HRS, and Sec. 13-275, HAR, DHHL shall be responsible for obtaining concurrence from the State Historic Preservation Division to proceed with any proposals under this agreement that could have an effect on historic properties in the valley and for submitting for review and approval any reports or plans prepared in compliance with Sec. 13-275 through Sec. 13-280, HAR.
 5. The Curator will be consulted on proposed activities in the valley and may assist with cultural protocol as may be needed. The Curator may be given the opportunity to assist in work done in the valley by DHHL or approved by DHHL.

RESTRICTIONS ON THE CURATOR'S ROLE

1. The Curator may not undertake tasks which are not specified in this agreement. This restriction is to protect the property and its resources. The Curator may propose amendments to this agreement to undertake other tasks on the property. These proposed amendments must be approved by the Hawaiian Homes Commission or its designee.
2. It must be emphasized that failure to obtain prior approval of additional tasks may lead to revoking of the curator agreement and may result in civil or criminal penalties upon the Curator under Sections 6E-11, 6E-11.5, or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.

3. It is the role of the Curator to help protect the historic properties covered by this agreement and to help manage public access for native Hawaiians and for all citizens of the state of Hawai'i.

CHECKS TO INSURE PROPER SAFETY

DHHL will make, at a minimum, two (2) agreed-upon field checks per year to see that the curator agreement is proceeding as envisioned. If it is determined that tasks specified in the curator agreement are not being appropriately performed, DHHL will notify the Curator in writing of the problem and will provide the Curator with suggestions to correct the problem. The Curator will be allowed a reasonable time to correct the problem. If the Curator fails to correct the problem, this agreement will be subject to revocation.

CHECKS TO INSURE PROPER SAFETY

1. The Curator agrees to perform their services in a safe and reasonable manner. It is the Curator's responsibility to become acquainted with the procedures and tools necessary to perform these tasks and to monitor the actions of their group of volunteers.
2. Prior to commencement and periodically throughout the agreement, the Curator will conduct safety briefings with their staff and volunteers to ensure that they are aware of any potential safety hazards. The Curator will have volunteers sign the DHHL/State Parks volunteer waiver forms (Attachment 3) and instruct all volunteers in the proper method of performing their tasks.

To assist DHHL, the Division of State Parks is available to provide safety presentations and written documentation on safety and proper methods of performing the work. An on-site evaluation, to discuss procedures, can be scheduled prior to the commencement of this agreement.

THE TERM OF THIS AGREEMENT

The term of this agreement shall be for five (5) years from the date of execution. Continuation of this agreement after five (5) years is subject to written agreement by both the Curator and DHHL. If either party wishes to terminate the agreement, 30 days written notice shall be given to the other party.

LIABILITY

The members, staff, volunteers and invitees of the Curator who perform the Curator's responsibilities under this agreement will be deemed to be volunteers for purposes of Chapter 90-4(4), HRS. As such, these persons, when acting as volunteers, are entitled to be regarded as "employees of the State" solely for the purposes of Chapter 662, HRS.

In VIEW OF THE ABOVE, the parties execute this Curator Agreement by their signatures, on the dates below, to be effective as of the date written below.

DEPARTMENT OF HAWAIIAN HOME LANDS

JOBIE MASAGATANI

Chairperson

Date

CURATOR:

KO'OLAU FOUNDATION

Aaron Mahi

President

Date

CONCURRENCE:

DEPARTMENT OF LAND & NATURAL RESOURCES

SUZANNE CASE

Director

Date