

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

May 8, 2009

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

Land Board Members:

**SUBJECT: APPROVAL OF AGREEMENT WITH THE OUTDOOR CIRCLE FOR  
WAIKOLOA VILLAGE OUTDOOR CIRCLE TO PARTICIPATE IN THE  
STATE FOREST STEWARDSHIP PROGRAM**

**BACKGROUND:**

The Hawaii State Forest Stewardship Program (FSP) provides technical and financial assistance to private landowners committed to the stewardship, conservation and enhancement of important forest resources that provide a variety of private and public benefits. This assistance enables private landowners to develop and implement long-term multi-resource management plans to restore and maintain primary forest values including timber productivity, watershed productivity, wildlife habitat availability, non-timber forest products and recreational opportunities.

The FSP is implemented pursuant to Chapter 195-F, HRS. Typical FSP Agreement development follows a sequence of applications and management plans by interested parties that are reviewed by the FSP Advisory Committee. Upon the final approval of the FSP management plan by the Committee, the Governor's authorization of funding and the Board of Land and Natural Resources review and approval of the project is required prior to finalization of the FSP Agreement. The FSP Advisory Committee approved the Waikoloa Village Outdoor Circle's (WVOC) Waikoloa Dry Forest Recovery Project management plan on March 7, 2008. The Governor authorized funding assistance for the Waikoloa Dry Forest Recovery Project with the Forest Stewardship Program on April 2, 2009. Staff now seeks Board approval of a draft FSP Agreement with the Outdoor Circle for the WVOC, which includes their FSP management plan (Exhibit A).

The Waikoloa Dry Forest Recovery project will represent the first FSP project in a tropical dryland forest ecosystem. This 275 acre project is a portion of a 1,800 acre parcel owned by the Waikoloa Village Association. The WVOC has a land license agreement from the Waikoloa Village Association to manage the project area, which is zoned Agriculture and corresponds to TMK (3)6-8-002:015. The Waikoloa Dry Forest Recovery project proposes to conserve, restore and manage 275 acres of tropical dryland forest located near the Waikoloa Village in West Hawaii. The site contains one of the few remaining population of endangered uhiuhi trees (*Caesalpinia kavaiensis*) as well as many large wiliwili trees (*Erythrina sandwicense*) that are threatened by the erythrina

information before an incident occurs. This project furthers the Waikoloa Village Associations fire prevention plan that strives to be proactive about protecting the Village from devastating fires.

**Dry Forest Education:** The WVOC staff involved with the Waikoloa Dry Forest Recovery project have already begun building a network both within and outside the Village community. Volunteer workdays have been on-going since early 2008. The WVOC will be hiring a volunteer coordinator to maintain the communication network, coordinate and promote volunteer workdays, and otherwise support the program through facilitation community involvement. The project's educational goals are to create an outreach and education program that will increase public knowledge about the unique wiliwili forest in Waikoloa and to ultimately produce young conservationists that are knowledgeable on the threats facing the dry forest and equip them with the skills necessary to solve and reduce future problems.

Through this FS Agreement, WVOC is committed to maintaining their project as a healthy, biologically diverse native forest area for conservation, restoration, and educational purposes through the year 2021, which includes a three year maintenance period. The FS costs associated with the proposed practices are consistent with the intensity of management required for these practices and are only a fraction of the overall costs that will be spent on this project; additional funding will come from NRCS, Dryland Forest Association, the Outdoor Circle, and the WVOC.

A total of \$465,381.50 in State FS funding over a ten (10) year period is being requested to share costs associated with this project. Cost-share funds are provided in reimbursement payments and matched equally by the landowner as management practices are completed through the state fiscal year 2019. The Waikoloa Dry Forest Recovery project has been included in the Forest Stewardship Special Fund budget allocation and is within amounts proposed for a reduced budget over the next few years. However, in the event there are greater revenue reductions or funds are not appropriated through the budget process to support the continued funding of this project, the Forest Stewardship Agreement contract allows for termination or reduction in contract funding due to lack of sufficient State funds without penalty to the State. Moreover, Forest Stewardship Agreements may be delayed one or more years if funding is not appropriated.

**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, Honolulu, Hawaii 96813, and The Outdoor Circle, a Hawaii Corporation, dba Waikoloa Village Outdoor Circle, (“LICENSEE”) whose mailing address and federal and state taxpayer identification numbers are as follows: 1314 South King Street, #306 Honolulu, Hawaii 96814 99-0085044 and W40394764

*Business address*

*Federal and state taxpayer identification numbers*

**RECITALS**

WHEREAS, Chapter 195F, Hawaii Revised Statutes (HRS), 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 Title 13, Subtitle 5, Part 1, Chapter 109 of the Hawaii Administrative Rules (HAR), the LICENSEE has applied, and qualifies, for participation in the forest stewardship program; and

WHEREAS, the LICENSEE has submitted a forest stewardship management plan, as set forth in Attachment 1 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 LICENSEE in implementing the forest stewardship management plan with financial and other assistance; and

WHEREAS, money is available to fund this agreement pursuant to: Act 195, SLH 1993, Hawaii Revised Statutes, Section 247-7.

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

**F. STANDARDS OF CONDUCT DECLARATION**

The “Standards of Conduct Declaration” by LICENSEE, set forth in Attachment S6, is hereby made a part of this AGREEMENT. For the purposes of this AGREEMENT the term “CONTRACTOR” in the “Standards of Conduct Declaration” shall mean the LICENSEE.

LICENSEE'S ACKNOWLEDGMENT

STATE OF HAWAII )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say the he/she is the \_\_\_\_\_, the LICENSEE named in the foregoing instrument, and the he/she is authorized to sign said instrument on behalf of the LICENSEE, and acknowledges that he/she executed said instrument as the free act and deed of the LICENSEE.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Date of the Notarized Document: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Identification or Description of the Document being Notarized: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_ Circuit

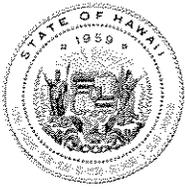
\_\_\_\_\_  
Notary's Signature and Notary's Official Stamp or Seal Date



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 Recovery Project Forest Stewardship project area; TMK NUMBER(S) (3) 6-8-002:015 (portion) as designated on maps found in Exhibit A to this AGREEMENT.
  
- 1.2 THE PRIMARY OBJECTIVES - The STATE and LICENSEE shall direct their efforts under this AGREEMENT to do the following: fund the management of and manage the natural resources of the two hundred seventy-five (275) acres Waikoloa Dry Forest Recovery Project Forest Stewardship project area (“Forest Stewardship project area”) in accordance with the MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, and all approved amendments thereto, with the intention of providing for protection and restoration of a critically endangered dry-forest ecosystem type in the Waikoloa community.
  
- 1.3 SCOPE OF WORK - The LICENSEE shall perform the following technical and professional services:
  - (a) Management plan. The LICENSEE shall carry out the management activities outlined in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT.
  - (b) Consultation. The LICENSEE shall be available for consultation regarding progress, upon request by the STATE.
  
- 1.4 AUTHORITY TO CARRY OUT MANAGEMENT PLAN - The LICENSEE hereby represents that it has authority to carry out the MANAGEMENT PLAN and that it is the LICENSEE of “Forest Stewardship project area” as defined in Section 195F-2, Hawaii Revised Statutes, as amended.
  
- 1.5 NO INCONSISTENT ACTIVITIES - The LICENSEE shall not take any action on the “Forest Stewardship project area”, which will undermine or conflict with the approved MANAGEMENT PLAN.



STATE OF HAWAII  
**SCOPE OF SERVICES**

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 – PAYMENT1.1 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 LICENSEE of the management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, the STATE agrees to pay the LICENSEE a total sum not to exceed four hundred sixty-five thousand three hundred eighty-one and 50/100 Dollars (\$465,381.50) according to the schedule outlined below that includes fiscal year 2010 through 2019 for completion of the management activities described in the approved MANAGEMENT PLAN. Payments shall be made by the STATE to the LICENSEE as partial annual reimbursements for actual expenditures made by the LICENSEE 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 “Forest Stewardship 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 LICENSEE 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 the allocated annual funds are encumbered or fully exhausted due to the LICENSEE not completing all of the management activities described in the MANAGEMENT PLAN for that year, the LICENSEE may request that these funds be incorporated in the following year's encumbrances to complete the management activities which were not completed, if there are sufficient STATE funds to accommodate this request. If approved by the STATE, this will be incorporated in written amendment to the AGREEMENT.



## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE****WAIKOLOA DRY FOREST RECOVERY FOREST STEWARDSHIP****PROJECT BUDGET/PAYMENT SCHEDULE:**

<b>YEAR</b>	<b>Total Budget</b>	<b>LICENSEE Share</b>	<b>STATE Share</b>
1	\$185,950.00	\$110,950.00	\$75,000.00
2	\$156,235.00	\$84,867.50	\$71,367.50
3	\$108,900.00	\$61,200.00	\$47,700.00
4	\$74,650.00	\$44,075.00	\$30,575.00
5	\$76,463.00	\$44,981.50	\$31,481.50
6	\$84,963.00	\$42,981.50	\$41,981.50
7	\$83,963.00	\$41,981.50	\$41,981.50
8	\$83,963.00	\$41,981.50	\$41,981.50
9	\$83,313.00	\$41,656.50	\$41,656.50
10	\$83,313.00	\$41,656.50	\$41,656.50
<b>Total</b>	<b>\$ 1,021,713.00</b>	<b>\$556,331.50</b>	<b>\$465,381.50</b>

**1.2 PAYMENT SCHEDULE –**

- (a) Progress Payment. Within 30 days following receipt of the progress report as provided in Attachment 1, Section 2.1(a) for each year for which the STATE has agreed to pay the LICENSEE as outlined in the schedule above and for which funding has been appropriated, the STATE shall pay to the LICENSEE 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 LICENSEE'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 LICENSEE. 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 LICENSEE the balance of the STATE's approved annual funding share. This payment shall be subject to the LICENSEE's satisfactory completion of the corresponding annual management activities described in the approved MANAGEMENT PLAN,



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

the STATE under this AGREEMENT, in accordance with generally accepted audit procedures, for the purposes of monitoring and evaluating the LICENSEE's performance of services and the LICENSEE'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 LICENSEE'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 LICENSEE shall retain all records related to the LICENSEE's performance of services funded under this AGREEMENT for at least 3 years after the date of submission of the LICENSEE'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 LICENSEE 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 LICENSEE upon approval by each party.
- 1.2 CERTIFICATION AND APPROVAL OF AGREEMENT - This AGREEMENT shall not be considered binding upon the STATE, unless the availability of the funds therefore has been duly certified as prescribed by Section 103-39, Hawaii Revised Statutes, as amended. Further, 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 Thirteen (13) years following the completion of any and all management practices for which the LICENSEE has received cost-share assistance. Accordingly, this AGREEMENT shall commence on the date of full execution hereof and shall be in effect until September 25, 2022; 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. Annual funding is provided by the Conveyance Tax pursuant to Act 195, SLH 1993, Section 247-7, Hawaii Revised Statutes, whereby twenty-five percent of the amount collected from this tax shall be paid into the natural area reserve fund from which funds are dispersed to the natural area partnership and forest stewardship programs, and by way of Act 269, SLH 2000 to projects undertaken in accordance with watershed management plans. Payments are then made through the forest stewardship program to reimburse participants for implementing approved stewardship management practices. Any balance remaining in this fund at the end of any fiscal year shall be carried forward



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)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(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 “Forest Stewardship project area” after prior notice to the LICENSEE. In addition, the STATE shall be obligated to inspect the work on the “Forest Stewardship project area” not less frequently than once per year under this AGREEMENT, and more frequently in the case of a LICENSEE default as provided in Section 4.1(d) below or when the LICENSEE makes more than 2 reimbursement requests per year as provided in Attachment S1, Section 2.1. The STATE shall notify the LICENSEE within a reasonable time thereafter of any perceived defaults in the LICENSEE's implementation of the approved MANAGEMENT PLAN. The LICENSEE hereby represents that it has authority to allow access to the “Forest Stewardship project area” by the STATE in connection with this AGREEMENT, conditional upon receipt of a liability waiver, acceptable to the LICENSEE for all state personnel visiting the “Forest Stewardship project area”.

SECTION 2 - AMENDMENTS

- 2.1 The LICENSEE 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.
- 2.1 The LICENSEE 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



STATE OF HAWAII  
SPECIAL CONDITIONS

means. The amendment may include, without limitation, re-establishment of management priorities and reduction and/or deferral of the specified work, involving significant costs, and/or extension of time for performance of specified tasks, all as determined considering the natural conditions of the “Forest Stewardship 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 LICENSEE 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 Attachment S5, the General Conditions, Section 11.
  
- (c) No Termination for Economic Hardship. This provision shall not be construed to allow the LICENSEE 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 FUNDS

- 3.1 In the event that the LICENSEE sells, conveys, or otherwise transfers LICENSEE’s right, title, or interest in the “Forest Stewardship project area,” or any portion thereof, during the initial term of this AGREEMENT as defined in Attachment S3, Section 2.1, the LICENSEE shall within 90 days of the sale, conveyance or transfer of title or interest in the “Forest Stewardship project area,” pay back to the STATE a portion of the amount paid by the STATE to the LICENSEE 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 LICENSEE under this AGREEMENT that is equal to the fraction of the “Forest Stewardship project area” that is sold, conveyed or otherwise transferred by the LICENSEE.



STATE OF HAWAII  
SPECIAL CONDITIONS

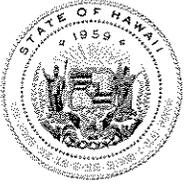
- (B) to revise the approved MANAGEMENT PLAN and budget in the LICENSEE's reasonable discretion to accomplish significant management goals which can reasonably be funded with the amount of STATE funding actually approved.
- (c) Transfer to Government Agency. This AGREEMENT may be terminated without penalty if the “Forest Stewardship 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 “Forest Stewardship project area” natural resources.
- (d) LICENSEE Default. This AGREEMENT may be terminated by the STATE upon substantial evidence that progress being made by the LICENSEE 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 LICENSEE in writing of any perceived inadequacy, incorrectness or insufficient progress. The STATE and the LICENSEE shall meet within two weeks



STATE OF HAWAII  
SPECIAL CONDITIONS

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 LICENSEE 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 LICENSEE.
  - (D) The STATE shall be deemed to have complied with these provisions if it attempts in good faith to meet with the LICENSEE and to inspect the “Forest Stewardship project area” as provided above, whether or not the LICENSEE 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 Attachment S5, the General Conditions, Section 11.
  - (4) If the LICENSEE 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 LICENSEE pending full completion of the LICENSEE's work. This withheld payment shall be paid by the STATE to the LICENSEE on final acceptance and tax clearance as provided in Attachment S2, Section 1.2 (b) and Attachment S5, Section 17.



STATE OF HAWAII  
SPECIAL CONDITIONS

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 “Forest Stewardship project area” described herein is filed, or if the “Forest Stewardship 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.
- (b) Partial Condemnation. When such an action to condemn or acquire less than all the entire “Forest Stewardship 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 budget adjusted accordingly on a reasonable basis by the STATE and the LICENSEE.

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

- 5.1 Incorporation. The provisions of chapter 195F, Hawaii Revised Statutes, 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 chapter 195F, Hawaii Revised Statutes, the latter shall be controlling.



**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 \_\_\_\_\_, 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.

<sup>3</sup> 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 \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_

**Waikoloa Dry Forest Recovery Project**  
**Forest Stewardship Management Plan**



Name: Waikoloa Village Outdoor Circle (WVOC)  
Address: P.O. Box 38-4721, Waikoloa, HI 96738

Email: [wvoc@waikoloaoutdoorcircle.com](mailto:wvoc@waikoloaoutdoorcircle.com)  
Phone: (808) 883-3362  
Fax: (808) 883-9988

Tax Map Key number: (3)6-8-002:015  
State and County Zone designation: State Zoning: Agriculture; County Zoning: Open

Total property acreage: 1800 acres in TMK. 8000+ in Waikoloa Village (property owner)

Acres of proposed stewardship management area: 275 acres.

Please see attached License Agreement permitting WVOC for 15 years

## Forest Stewardship Plan Signature Page

Professional Resource Consultant Certification: I have prepared (revised) this Forest Stewardship Plan. Resource Professionals have been consulted and/or provided input as appropriate during the preparation of this plan.

Prepared by

Professional Resource Consultant's Signature/ Date

Professional Resource Consultant's Name: Dave Faucette

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.

Prepared for:

Applicant's Signature/ Date

Applicant's Name: Beverley Brand, Waikoloa Village Outdoor Circle

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

Approved by:

  
State Forester's Signature/ Date

4/29/09

State Forester's Name: Paul J. Conry

The entire project, in order to move forward, requires that fencing be undertaken and completed in the most expedient manner possible. The number of ungulates roaming this area is estimated at between 350 and 450. Their ability to find and browse wiliwili seedling is remarkable. Seedlings found on a Saturday are often gone the following day. Small cages will not protect the seedlings for any length of time. Wiliwili is successfully regenerating within the project area but unfortunately are not able to grow beyond the seedling stage.

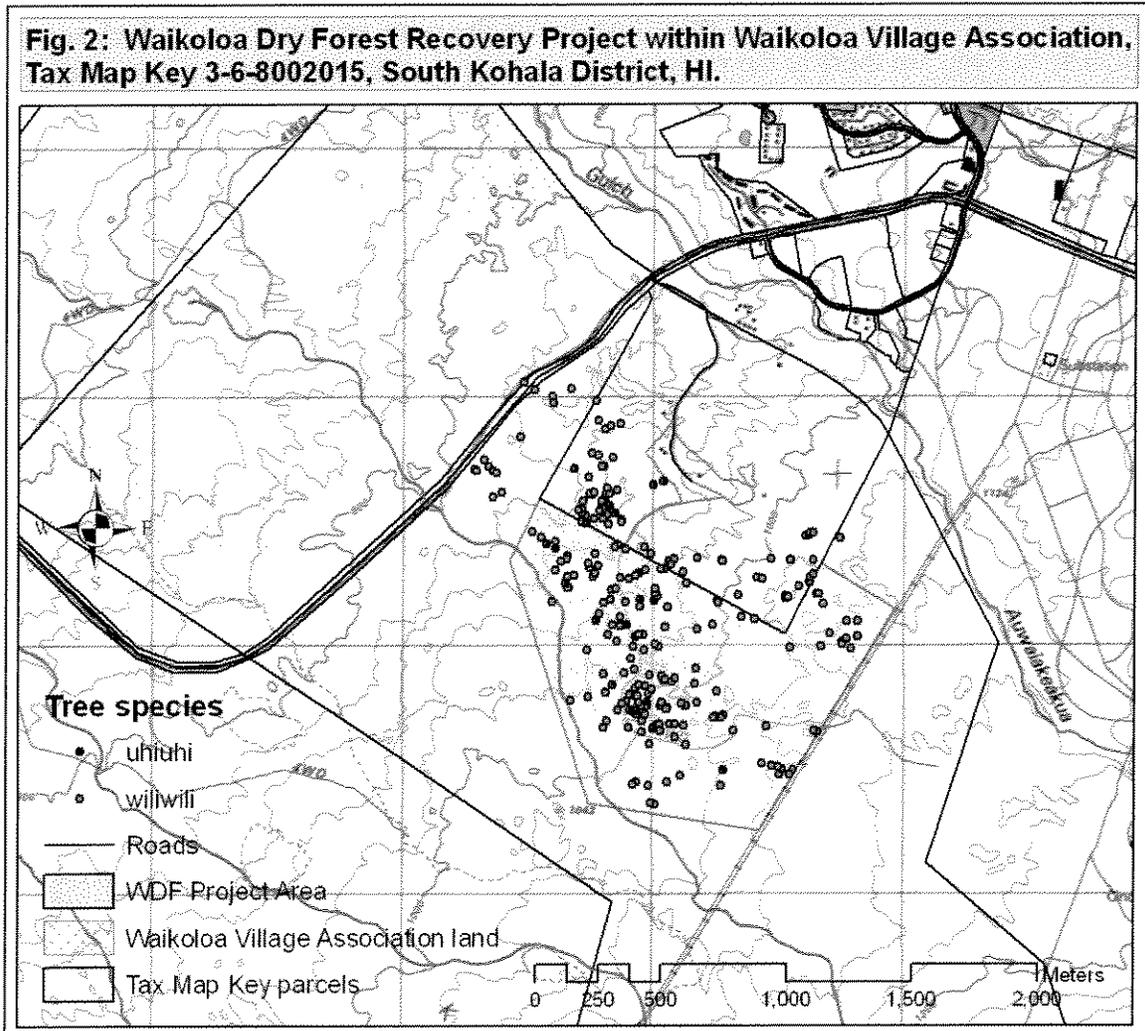
### ***History of Land Uses:***

Historical land use of the region was beef cattle. Prior to domestic cattle, the region was heavily impacted by the sandalwood trade and by giant wild herds of feral cattle, sheep, and goats that roamed throughout the region. Additional pressures from rats, loss of pollinators, and alien plants further forced major shifts in biotic communities, despite landscape-scale changes that had already occurred in the lowlands.

Native Hawaiians relied upon the lowland dry forest landscape to sustain extensive communities in Mahukona, Lapakahi, Kawaihae, Puako, 'Aneaho'omalua, Kiholo, and Honokohau. The two hardest and heaviest of the native woods were the uhiuhi (*Caesalpinia kawaiensis*) and its neighbor upslope, the kauila (*Colubrina oppositifolia*), which were fashioned into kappa beaters, fishing weights, fish hooks, holua sled runners, and weapons (Abbott 1992). Lama (*Diospyros sandwicense*), the endemic persimmon, one of the dominant tree species from the region, represented enlightenment and was used to cap hula altars; and ohia'alehua (*Metrosideros polymorpha*), naio (*Myoporum sandwicense*) and olopua (*Nestegis sandwicensis*) were used widely in house construction. Uhiuhi, kauila, and alahe'e (*Psydrax odorata*) were used for o'ohi, and soft woods, such as the wiliwili (*Erythrina sandwicensis*), were used for surf boards and extracts of the bark as canoe paint. In gathering, the sticky sap of the ala'ala (*Pouteria sandwicensis*) fruit was used as a glue to catch forest birds in the practice of feather collecting; in medicine, tea was made from ko'oko'olau (*Bidens* sp.); and in religion, branches of the rare and endangered halapepe (*Pleomele hawaiiensis*) were offered to the hula diety, Kala. In addition, the wiliwili, ulei (*Osteomeles anthyllidifolia*), 'ilima (*Sida fallax*), and others were used in lei making, and kokio (*Kokia drynarioides*), 'ohe makai (*Reynoldsia sandwicensis*), akia (*Wikstroemia phillyreifolia*), ma'o hau hele (*Hibiscus brackenridgei*), and ko'olua'ula (*Abutilon menziesii*), and others were used as dye plants.

But harvesting, burning, grazing by domestic and wild cattle and goats, and the effects of invasive plants and insects have reduced dry forests within the past 100 years to a few small isolated stands. Existing forest patches today mark areas that have been spared by recurring grass-fueled wildfires. There has been no recruitment of dry forest trees within this landscape in many decades most likely due to competition with alien grasses and browsing by feral goats. Wildfires now pose the greatest threat to the land and its inhabitants. Driven by persistent trade winds, large-scale grass and brush fires sweep across the landscape on roughly 10-year intervals, threatening properties, degrading rangelands, threatening to damage to coral reefs and near shore marine environments

population near Waikoloa Village supports 13 adult trees. To date, the WVOC has identified approximately 30 uhiuhi snags scattered amongst the living uhiuhi and wiliwili, indicating that the uhiuhi density in this area was substantially higher in the recent past. About 3 miles to the east/south/east of the Waikoloa wiliwili forest occurs a single halapepe (*Pleomele hawaiiensis*) growing from a large lava-tube sinkhole (G. Gerrish, pers. comm.). In the adjacent State lands of Puu Anahulu occurs loma dominated dry forest supporting halapepe, aiea (*Nothocestrum breviflorum*), 'ohe makai (*Reynoldsia sandwicensis*), kulu'i (*Nototrichium sandwicense*), and many other native dry forest plant species. In the early 1980's the last of the Ko'oloa'ula (*Abutilon menziesii*) from the island were found two miles downstream of Waikoloa Village at approximately 300 ft. elevation in the lower reaches of the 'Auwaiakeakua Gulch above Puako.



The past land uses and current condition of the nearby dry forest provide a convenient classroom through which local residents will build knowledge and community relationships through the practice of land stewardship. This site provides an excellent opportunity for collaborative learning about Hawaii's culturally and ecologically important native dry forests. Working as a community, we will provide lasting protection

ground cover may provide more opportunities for the bat to use the area in the future.

***Geology and Soils:***

The Waikoloa Village native wiliwili forest stand occurs on a relatively young Mauna Kea a'a flow that originates from Puu Hinai (elev. 1439 ft.) and sweeps downslope toward Puako. Estimated to be between 4.4 and 7.1 thousand years old (Wolfe and Morris 1996), the flow has a very rough and blocky texture that has precluded access to cattle. Like other young and rough flows that still support remnant patches of dry forest, this flow has remained less colonized by exotic grasses resulting in protection for its inhabitants from wildfire.

According to the Soil Survey of the State of Hawaii two soil types are present within this TMK. These include:

- 1) **Rock land (rRO)**, is a miscellaneous land type that consists of pahoehoe lava bedrock covered in places by a thin layer of soil material. The dominant slope is between 10 and 15 percent. Pahoehoe outcrops occupy 50 to 90 percent of the surface. The average depth of the soil material is between 6 and 8 inches, although in some places the material extends into the cracks of the lava. Rock land is at an elevation ranging from near sea level to 13,000 feet and receives from 10 inches to more than 150 inches of rainfall annually. The vegetation is confined mainly to the soil-covered areas and the cracks in the lava. It varies according to rainfall and temperature, and suffers from drought during dry spells. The hazard of water erosion is slight. Rock land is used for pasture, wildlife habitat, and watershed. (Capability subclass VII, nonirrigated)
  
- 2) **Lava flows, Aa (rLV)**, has been mapped as a miscellaneous land type. This lava has practically no soil covering and is bare of vegetation, except for mosses, lichens, ferns, and a few small ohia trees. It is at an elevation ranging from near sea level to 13,000 feet and receives from 10 to 250 inches of rainfall annually. It is associated with pahoehoe lava flows and many soils. This lava is rough and broken. It is a mass of clinkery, hard, glassy, sharp pieces piled in tumbled heaps. In areas of high rainfall, it contributes substantially to the underground water supply and is used for watershed. (Capability subclass VIII, nonirrigated)

A third type of soil called Very Stony Land (rVS) exists just outside the southwest boundary. This soil type is noticeable in that it occupies a more rolling type of landscape, usually at a higher elevation than the other two soil types within the project area.

***Water Resources:***

There are no perennial streams located within the project site. There is an unnamed intermittent stream that shows up on maps of the area. This stream has shown no signs of flow during the last couple of years of observation.

***Existing recreational and aesthetic values:***

glass scattered across several locations also indicate activity around the end of the 19<sup>th</sup> century. More studies are in the works along with an underground mapping exercise.

***Forest Management Objective & Public benefit:***

Project objectives encompassed within this proposal are to provide native species restoration, habitat restoration and dry forest education. Benefits to the public include the establishment of a native ecosystem that more accurately depicts the true structure and function of its former self, right in the backyard of the residents of Waikoloa Village. In addition, the reduction and management of the fuels may potentially keep the village safe from devastating fires. And finally, there is the provision of educational and ecotourism opportunities.

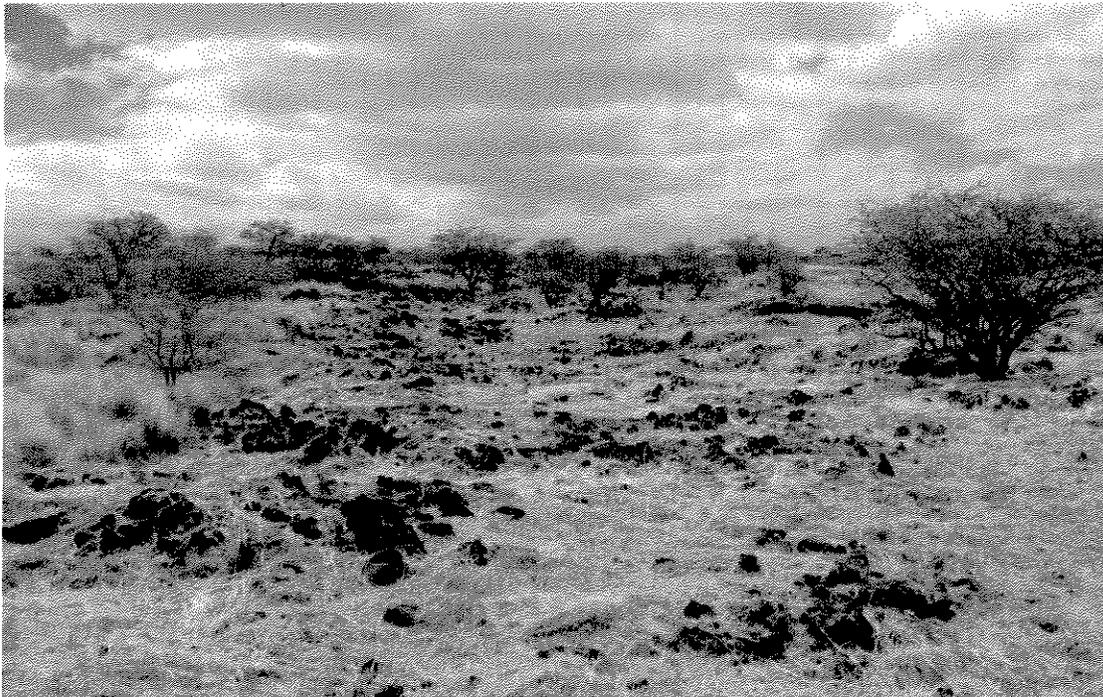


Figure 3: Establishing a fuel free zone around the perimeter

The WVOC will oversee and coordinate directly or through contract services all management measures described herein, including the control alien grass fire fuels, removal of feral goats, control of rats, and restoration of native lowland dry forest vegetation. Working with our partners, cooperating researchers, and federal and state agency representatives, to date the WVOC has contracted the removal of grass fuels from within 50' radius surrounding the base of 12 of 13 uhiuhi and 24 wiliwili trees as well as along the southern and western fence line boundaries, collected and stored uhiuhi seed from 2004, 2005, 2007 and 2009 in accordance with HRPRG protocols, conducted a survey of goat-exclusion fence alignment alternatives and finalized one that captures most every tree within the vicinity as well as network of caves along the southern

- E) Conduct monitoring and research and evaluate and revise management approach as appropriate; and
- F) Conduct planning and fundraising for the site maintenance phase starting in 2011.

### **Phase II, Conservation 2007-2018**

Phases II (Conservation) and III (Restoration) will occur through the year 2018. During the Conservation phase (2007-2018) management actions will directly address the factors limiting reproduction and survival of the native trees: wildfire, goat browsing, insect pests, and rodents. The actions planned for this phase meet interim USFWS recovery objectives for managing threats to the species in the wild. Over time of course, we anticipate that certain actions will be phased out as we meet or goals and objectives. For example, goat browsing should be eliminated shortly after the fence is complete and rodents should be reduced to very small discontinuous populations. Monies can then be obligated towards more intensive fuel and pest management (fuel breaks and EGW).

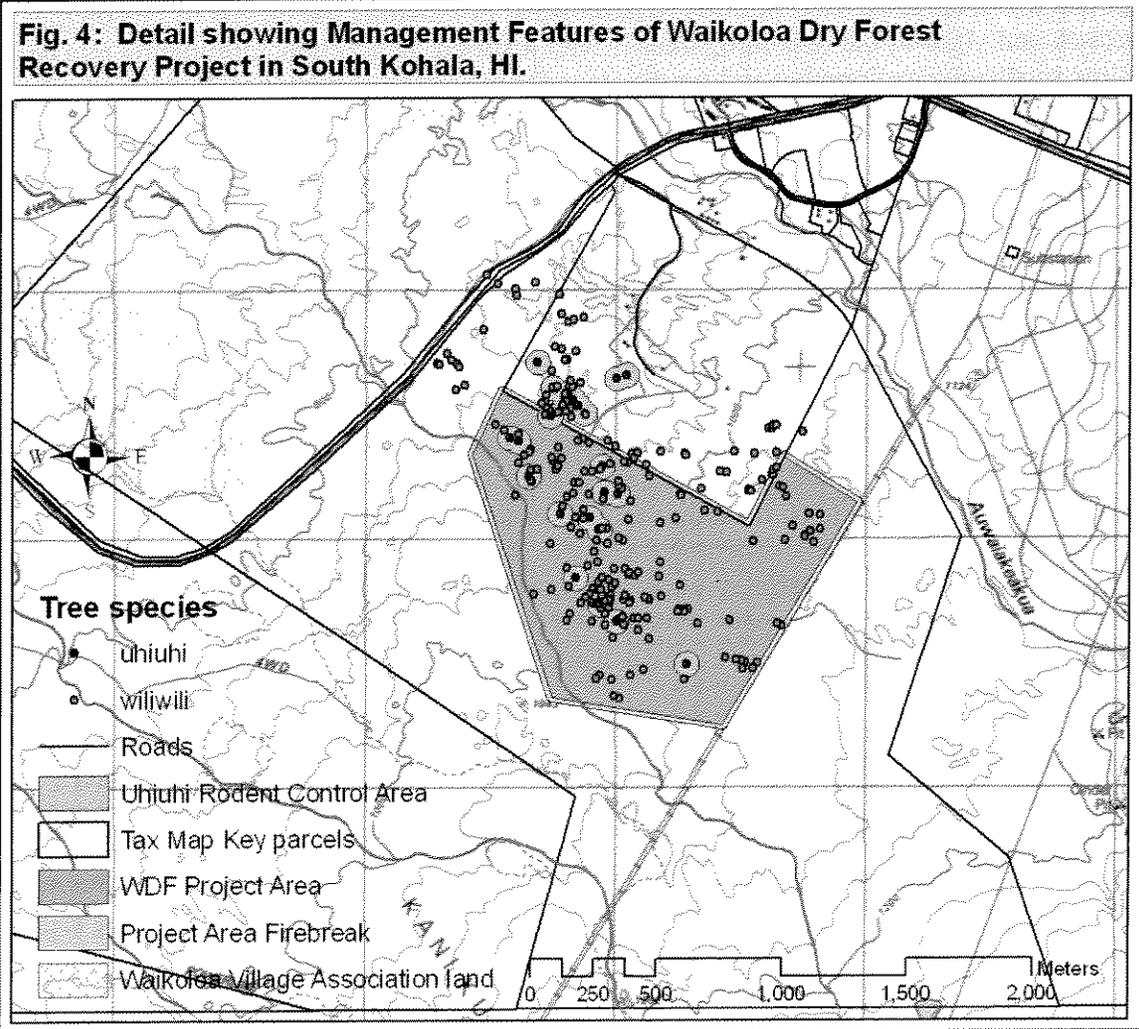
**Establish perimeter firebreak and reduce fountain grass fuel load around mature trees.** Fuels management techniques used in this project will be a combination of mechanical and chemical means. Prescribed burns may be used along the southern boundary which is comprised mostly of pahoehoe lava flows. Extensive planning with local, state and federal agencies will be undertaken if we pursue this management action. Outside of the few wiliwili trees, the ground cover is predominately fountain grass along with a few other weed species. Prescribed fire may be a way to maintain the area fuel free until populations of native vegetation can be established.

We will also be establishing a firebreak along the perimeter fence (3.0 mi) that is grass-free to a width of between 100-130 feet (Figure 3). The NRCS Job Sheet 383 – Fuel Break, calls out for a width of 40 ft. The breaks we are establishing may very well be the widest throughout the islands. While this width may not be enough to stop a wildfire under extremely high winds, it should provide firefighters defensible space under low to moderate wind conditions and allow them to undertake operations in a reasonably safe environment. These breaks will be maintained and widened over the course of time. Coverage of these costs will need to be further discussed with the various funding agencies.

**Maintain in fuel-free condition the fine fuels buffer areas** surrounding all wiliwili and uhiuhi trees within the project area beyond the 34 trees that have been completed in Phase I. Money to support this phase is covered under the NRCS WHIP contract until 2016 (Pest Management: manage infestations of weeds, insects and disease to reduce adverse effects on plant growth). We will be seeking funding for the years 2017 and 2018. Grass will be removed using a combination of herbicide spray and manual cutting techniques demonstrated to be effective in other nearby dry forest restoration and wildfire fuels management efforts at Kau‘pulehu, Kipuka Oweowe, and Puu Wa‘awa‘a. We will maintain the grass free area to a distance of 50-foot radius from the trunk of the tree. Grass will be killed using glyphosate herbicide applied via a backpack sprayer at a concentration of 1.5 to 3%. The dead grass will then be cut using industrial-grade string trimmer. The areas within 50-feet of each of the trees within the 275-acre project area are

**Construct Fence** We will construct approximately 16,000 feet of goat-proof exclusion fence to enclose a 275 acre section of Waikoloa Village Association land. The parcel will enclose 10 of the 13 uhiuhi trees on Association property, and capture the majority of the wiliwili forest habitat. The fence will be built to exclude feral goats from the restoration area and when complete will measure no less than 6ft tall. This height should be more than enough to keep the goats out of the project site (Miles Nakahara (retired DOFAW), pers. comm.). It is also his opinion that mouflons will not become residents within the Waikoloa area. Tests done by the National Park Service concluded that a 6ft fence was also enough to keep sheep out of an enclosure. If sheep do make their way into the project vicinity, we will act aggressively to impede encroachment.

Fence posts will be 7-10 foot triple-dip galvanized or bezinal coated steel t-posts spaced 10 feet apart or less, as terrain dictates. Detailed construction specifications will be developed in consultation with the USDA Natural Resource Conservation Service Waimea Field Office. There is a shortfall in the NRCS WHIP grant in order to complete this project. We are seeking FSP funding to make up this shortfall in order to complete this very important phase of the project.



In addition to this, project staff will work with various groups and knowledgeable personnel to see if a state of the art sprinkler system can be installed within the project site in order to offer additional protection to the uhiuhi trees.

**Build network of support and source of contributions** WDFRP staff have already begun building a network both within and outside the community of people and groups interested in supporting the conservation of the dry forest by providing assistance, labor, or donations of funds or services. Volunteer workdays have been on-going since early 2008. We still need to hire a volunteer coordinator to maintain the communications network, coordinate and promote volunteer workdays, and otherwise support the program through facilitating community involvement. Right now the Project Manager, Mr. Dave Faucette, and Beverley Brand, the Project Coordinator have been doing the community relations.

### **Phase III, Restoration 2009 – 2018**

Phase III will focus on restoration of the wiliwili forest and its common and rare components. The end goal of this phase will be to establish populations of 9 endangered plant species and other natives. Most activities in this phase will focus on propagation and planting of common natives. Once the community of common native plants has been established, the rare species propagated by the cooperating rare plant propagation facility will be planted. The actions planned for during this phase, work toward USFWS recovery objectives for species stabilization and recovery. The final community will include the native tomato tree, aiea (*Nothocestrum breviflorum*), the host tree for the endangered Blackburn's Sphinx Moth (*Manduca blackburni*). As such, the forest may eventually become colonized by the moth and serve as habitat for the species.

**Plant and restore native vegetation** WDFRP staff and volunteers will conduct trial plantings of select common natives to determine site suitability and microsite requirements. We will build upon successful techniques and establish a mix of common natives as appropriate throughout actively managed portions of the project area. We will continue to improve restoration techniques until the water supply system is functional, access pathways have been developed throughout the management area, and planting techniques to maximize survival have been identified through trial and error using common native species (Table 1). Once planting techniques to insure maximized survival have been worked out with common natives, propagation and planting of rare natives and endangered species can begin. Rare natives and endangered species will be propagated through contract with the Hawaii Rare Plant Restoration Group (HRPRG)-member Amy Greenwell Ethnobotanical Garden as well as in the new plant propagation facility we plan to erect on site. Our facility will allow local groups and other individuals to propagate both common and rare plants directly on site. Water from the dip tank will supply the greenhouse (We will be seeking FSP funding for the construction of the facility and the ongoing costs associated with growing and nurturing of seedlings).

Table 1. Common and rare plant species native to the lowland dry forest of North Kona and South Kohala districts that may be suitable for planting and seeding:

- Develop dual purpose curriculum
- 2. Time in the dry forest

On site activities

- 3. Follow up

Send photos, write ups etc

#### Communicate with Teachers

It is important to maintain communication throughout the year to keep students engaged and interested. This past year we have had students grow and nurture seedlings at their school. This keeps them engaged and thinking about the project. In the future we will provide a program for the students to meet regularly and work in the dry forest and/or give presentations to the community.

#### Provide Background Materials

Project summary

Plant information

Support information –Dry Forests of Hawaii, rare plants, conservation

Methodologies for seed collection, propagation, vegetation monitoring, etc.,

Handouts (pamphlets, web page, plant pictures, powerpoint etc.,)

List of materials to bring to the field (water, sunscreen, gloves lunches, no slippers etc)

#### Develop Dual Purpose curriculum

Already developed is a 6<sup>th</sup> grade curriculum on the dry forest endangered plants, which will be available at the beginning of school year 2008-2009. The curriculum was developed this past school year and has been fine tuned this past summer.

**Appendix A outlines the programs and deliverables we have already begun and funded ourselves. We are still working on developing a few others.**

#### **Conduct monitoring, research, and seed collection**

In 2008-2009, we will begin to design monitoring programs to answer specific questions that measure success in achieving management objectives. The programs will be designed to address specific management questions (is the EGW predatory wasp effective? Do we have enough rat bait stations in the field?). We will also set up a baseline ecological inventory survey that establishes permanent long-term monitoring stations. The initial baseline inventory survey will use transects for sampling invertebrates, mapping and monitoring pests and invasive species. The initial baseline inventory survey will also establish a network of permanent plots for quantifying changes in species composition and community structure over time. Permanent photo stations will be used along transects and at permanent plots to document visually apparent changes. Trees treated for insect pests and controls will also receive specific monitoring designed to measure effectiveness of insect pest treatments. Existing photo stations at each of the 13 uhiuhi trees and EGW treatment study trees will also be re-sampled. The initial baseline survey of vegetation and invertebrates will initially be repeated on 2 years intervals (2010, 2012), until initial results are obtained and sampling regime reevaluated

responsibilities for maintaining the scenic and natural beauty of the community, will ensure that funds are generated to maintain the project. As a community-based project, we anticipate that many members of the growing community will assume shared ownership and responsibility of the forest. As the WVA and golf course use the wiliwili blossom as their logo, the community is forming an identity associated with the species and its protection. The way that community members will build shared values through participating in forest stewardship and endangered species recovery is a unique quality of this project.

### **Priorities**

Priority actions that must be funded in order for the project to move forward include fencing, pest and wildfire fuels management, water tank installation, planting and project management. We are requesting funds from the FSP in order to pay for the labor, helicopter time, etc., in order to construct the fence. It is also a priority to install the dip tank as quickly as possible in order to protect the project site and potentially Waikoloa Village. In the outlying years we are looking for FSP funding in order to implement irrigation, seedling acquisition and out-planting along with pest and fuels management when the NRCS funds run out. We will also be seeking funds to help support project administration, education, and outreach. We feel it is very important to reach out to the community and let them know what a wonderful opportunity it is to have such magnificent forest right in their own backyard.

### **Contributions**

Contributions of funds, volunteer time, and professional services, from individuals, businesses, non-profit organizations, private foundations and other non-governmental organizations will be used as match. Several community volunteer workdays per year will be scheduled to conduct weed control and assist in planting of common natives. These workdays will be modeled after similar nearby volunteer weeding and planting efforts, including the Kaupulehu Dry Forest Conservation Program, the West Hawaii Veterans Cemetery Reforestation Project, Conservation efforts at Puu Waawaa, and native landscaping at the Waimea Nature Park.

In addition to community volunteer time, contributions of professional time and services are expected from the following non-profit organizations: The Bishop Museum's Amy B.H. Greenwell Ethnobotanical Garden, The Waikoloa Village Association, The Hawaii Wildfire Management Organization (HWMO), The Nature Conservancy, The Kohala Center for Pacific Environments, Ka Ahahui o Ka Nahelehele, Hawaii County Council and the Edith Kanakaole Foundation. Project managers will invite contributions of time and services from development companies working in the area to assist with infrastructure planning and local businesses to help sponsor volunteer workday events.

data capabilities so that the students can download weather data while school is in session. The students will download the data, process the information and then use it to develop reports. Under this lesson the students will be exposed to weather data, how to process it as well as accumulate the information so that long term weather data for the project site can be ascertained.

**Deliverables:** Students will be required to produce brochures, pamphlets and posters on the Waikoloa dry forest and its weather to be presented at Waikoloa Highlands Shopping Center as handouts, Town Hall meetings and other various events across the state. The students can act as Dry Forest Ambassadors for the village. As they grow up and move through the education system hopefully they will have developed a conservation ethos which they can use to further their career or just continue to act as stewards of the Dry Forest and the WDFRP.

WDFRP will also keep the pamphlets, posters on files either in paper or digital form in order to present it at various symposiums, town hall meetings, as well as to keep a running ledger.

**Needs:**

HOBO Onset Weather station	Approx \$5,000
HOBO link cell phone plan	\$699/year
Van to project site	\$250/visit
Supplies: potting mix, pots, benches	\$150/year
Printer Cartridges, paper, poster	\$200/year
Stipend for Teachers	\$150/visit

**Future Programs envisioned for Waikoloa School and community:**

1. Dry Forest Ranger Club (Hawaiian language equivalent needed)  
 Beginning in 2009 we would like to implement a program where students will meet on a bi-monthly basis to work on hands-on activities/curriculum within the dry forest realm. We envision the 7<sup>th</sup> graders getting actively involved in all aspects of preservation and protection of that area through the mentorship of teachers, scientists and community preservationists. These students will then have the means and knowledge to begin mentoring the younger students at the school that are part of the Ranger club. As the students get older this cycle will not only grow in spectrum, but could also serve as a gateway for students to use this experience as a means to get college scholarships, and ultimately future careers in that field.

Within two years, we would like to involve the other children of our community to become members of this club. Waikoloa has a lot of children who go to private and/or charter schools. By tapping in to this particular group, the ranger club program will foster a true collaboration within all socioeconomic groups of the Waikoloa community.

out ungulates and fire is controlled. The type of plots and their locations has not yet been determined.

**Deliverables:** The Forest Team Students will be required to collect and analyze the data from the vegetation monitoring plots in order to develop long term trends in vegetation communities across the various types of substrates located within the project boundaries. They will be required to build a data base on the information collected so that long term trends in species composition can be developed. They will also keep track of the baiting program and develop reports on it.

The Forest Team Students will also participate in a tree banding project as well as locating and GPSing trees outside of the project area. There are quite a few trees on the mauka side of Waikoloa Rd which still need to be identified. I am sure there are more uhiuhi trees that have not yet been recorded.

**Needs:**

Student program fees	\$2,000/year
Materials for plots (stakes, tapes etc.)	\$500

**Youth Conservation Corps Summer Program**

Under this initiative we would have two students from the HYCC come to the WDFRP site and work under their Hana Ho program. Under this program the students work over the course of 6 weeks, working towards 300 hours in total. The total cost for the program is \$100.00 per student. The HYCC program provides them with a stipend that they use towards college.

These students might not have developed the skills as in the other programs we are trying to develop here but they get some much needed experience and they will get some hands on mentoring in conservation, dry forest restoration which they can take with them for the rest of their lives. If we get the right students we can ask them to undertake special projects for which they can receive college credits.

**Deliverables:** HYCC students can undertake trail building and maintenance projects, weed control, fence maintenance as well as out planting, and irrigation projects.

**Needs:**

Student program fees (two students)	\$200/year
Materials	\$200/year

**Hilo Scout Troop 1065 (65<sup>th</sup>)**

This program would see the scouts of the 65<sup>th</sup> travel from Hilo to the WDFRP site to undertake projects that will help them earn their Eagle Scout Badge and as a group perhaps attempt to earn the Hornaday Award. The Hornaday Award has never been awarded to a Hawaii Troop before. This award represents a substantial commitment of

Lumber/construction material (catchments)	\$500/year
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\* If the infrared sensors work as envisioned, perhaps we can continue and expand the project. I also anticipate some funding needed for replacement of equipment due to general wear and tear, vandalism etc.

**Cultural and Traditional Uses Program**

The goal for this program is to establish a relationship with local groups and crafts people and have them make tools and implements from the wood found in the project site. The products manufactured can be displayed at schools, workshops, and conferences in order to educate people on the dry forest, traditional uses of the forest, conservation and the WDFRP. Students seem to become more engaged when they can see something tangible, hold it in their hands and then be told of its’ history and where it came from. The overarching goal of this program is to assist in perpetuating Hawaiian culture, traditions and species.

Right now we have lined up two groups willing to work with us under this program. The first group call themselves Hui Uhiuhi and is lead by Lance “Mahi” LaPierre. Lance is a masters student candidate at the UH Manoa working on the uhiuhi tree. The other group is from the Kawaiaha’o Church School on Oahu. These are young students (K-6) who are looking to work with native woods in order to craft implements in order to learn and perpetuate traditional Hawaiian practices. They are lead by Wailani Robins who is the Curriculum Director.

In order to make the tools and weapons some funding will be required. Some of the weapons require shark teeth, cordage, tools or other implements and this has a cost associated with it. There will also be some travel needs for the crafts people in order to collect the wood here in Waikoloa, transport it to Oahu, hold workshops and display their products at schools or other events.

The tools crafted would belong to the WDFRP, Hui UhiUhi and Kawaiaha’o Church School. The products made can be put on display at a variety of venues by any of the principles listed above. If the work proves good enough perhaps it can be displayed at the Bishop Museum. Most important is that an inventory exists of the implements manufactured. They should be stored behind glass under lock and key. We would be looking for funding for several glass cabinets.

**Deliverables:** Under this initiative the WDFRP develops a relationship and establishes a rapport with students and crafts people and makers of traditional Hawaiian wood products. In turn, these folks can educate the students and the public on the importance of perpetuating Hawaiian culture, traditions and species and act as ambassadors of the Waikoloa Dry Forest.

**Needs:**

Bandsaw blades (2)	\$30 x 2 = \$60
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**Budgets:**

**NRCS Budget:**

**Contract Obligations:**

Our Contract with NRCS is on a 75/25% cost share rate/method. The following tables outline the year by year totals along with the Contract Line items under which we are required to work towards.

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
\$37,500	\$107,850	\$40,500	\$40,500	\$40,500	\$40,500	\$3,000	\$0	\$0	\$310,350

**Contract Item 1: Fence**

Construct a fence for use as a barrier to wildlife, livestock, or people.

Fence Woven Wire, Difficult Installation

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
	\$70,350								

**Contract Item 2: Pest Management**

Manage infestations of weeds, insects and disease to reduce adverse effects on plant growth, crop production and material resources.

Low Intensity (less than 10 hours/treated acre)

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
\$37,500									

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
	\$37,500								

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
		\$37,500							

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
			\$37,500						

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
				\$37,500					

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
					\$37,500				

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
						\$0			

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
							\$0		

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
								\$0	

**Contract Item 3: Tree/Shrub Establishment**

Note: the contract states that the planned amount is for 2ac at a unit cost of \$2,000/acre.

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
		\$3,000							

2007	2008	2009	2010	2011	2012	2013	2014	2015	Total

**Implementation Schedule:**

**Year 1 (2009)**

Practice Component	Units	Cost/Unit	Total Cost	Land Owner Share	State Share	NRCS Share
Management Plan	1	\$6,400	\$6,400	\$3,200	\$3,200	
Fence materials: helicopter time, equipment rental, fuel, oil, concrete, gates	15,830ft		\$93,800	\$23,450	\$0	\$70,350
Pest Management	250ac	\$200.00/ac	\$50,000	\$12,500		\$37,500
Labor	8,800ft	\$14.50/ft	\$127,600	\$63,800	\$63,800	
Special Practices <b>Outreach and Ed.</b>			\$16,000**	\$8,000	\$8,000	
<b>Totals</b>			<b>\$293,800</b>	<b>\$110,950</b>	<b>\$75,000</b>	<b>\$107,850</b>

\* We have \$70,350 from NRCS for Fencing for FY2008. It remains to be seen whether we will have any money left over as shown in the line item Fence Material.

\*\* We are looking to establish certain portions of the education program this year. The money here covers the weather station, costs for the teachers setting up and establishing the Dry Forest Ranger Club.

**Year 2 (2010)**

Practice Component	Units	Cost/Unit	Total Cost	Land Owner Share	State Share	NRCS Share
Labor (Fence)	7,030ft	\$14.50/ft	\$101,935	\$50,967.5	\$50,967.5	
Irrigation	5,000 ft	\$729/500ft	\$8,000	\$4,000	\$4,000	
Trail Construction	200m		\$5,000	\$2,500	\$2,500	
Special Practices <b>Outreach and Ed.</b>			\$27,800	\$13,900	\$13,900	
Pest Management	250ac	\$200.00/ac	\$50,000	\$12,500		\$37,500
Tree/Shrub Est.	2ac	\$2,000/ac	\$4,000	\$1,000		\$3,000
<b>Totals</b>			<b>\$196,735</b>	<b>\$84,867.5</b>	<b>\$71,367.5</b>	<b>\$40,500</b>

**Outreach and Education:** The costs associated with the school coordinators are swags. They seem like fair costs when you break it down by the week and what they are required to do.

**Irrigation:** The \$729 is the cost for 2inch driscoll hose. I have bumped up the cost to get stuff like spaghetti hosing, emitters etc. The irrigation will focus only within the 35ac site to be rehabilitated. There is no irrigation in the last year as we will do it the year before the plants go in the ground.

**Trail Construction:** There is a small section that needs to be done in an attempt to connect the two portions of trail mentioned in the report.

**Year 3 (2011)**

Practice Component	Units	Cost/Unit	Total Cost	Land Owner Share	State Share	NRCS Share
Irrigation	5,000 ft	\$729/500ft	\$8,000	\$4,000	\$4,000	
Special Areas: Greenhouse		\$10,000	\$10,000	\$5,000	\$5,000	
Special Areas: <b>Dip Tank (Fire Mgt)</b>	20,000 gal	\$54,000	\$52,000	\$26,000	\$26,000	
Signage	8 signs	\$250/sign	\$2,000	\$1,000	\$1,000	
Special Practices <b>Outreach and Ed.</b>			\$23,400	\$11,700	\$11,700	
Pest Management	250ac	\$200.00/ac	\$50,000	\$12,500		\$37,500
Tree/Shrub Est.	2ac	\$2,000/ac	\$4,000	\$1,000		\$3,000
<b>Totals</b>			<b>\$149,400</b>	<b>\$61,200</b>	<b>\$47,700</b>	<b>\$40,500</b>

**Greenhouse:** 24' X 48' Conley Series 1100 - \$3272.76 (tax included) 2X4s and construction labor not included. The greenhouse will also need ground softening in order to create a fairly smooth surface. We will need a couple hours of heavy equipment use (Bulldozer, roller for sure and maybe a grader)

**Dip Tank:** See attached quote from Willocks Construction

**Year 7 (2015)**

Practice Component	Units	Cost/Unit	Total Cost	Land Owner Share	State Share	NRCS Share
Irrigation	5,000 ft	\$729/5000ft	\$8,000	\$4,000	\$4,000	
Seedling Acquisition	35ac@100 seedlings/ac	\$3.50/seedling	\$12,250	\$6,125	\$6,125	
Planting	35 acres	\$500	\$17,500	\$8,750	\$8,750	
Seedling Mortality reveg	35ac@25 seedlings/ac	\$3.50/seedling	\$3,063	\$1,531.5	\$1,531.5	
Fence Maintenance	3 miles	2 X per year	\$500	\$250	\$250	
Fuels Management	20 acres	\$500/acre	\$10,000	\$5,000	\$5,000	
Pest Management Rodent and ungulate control, insecticide, etc	55acres	\$200/acre	\$11,000	\$5,500	\$5,500	
Special Practices <b>Outreach and Ed.</b>			\$21,650	\$10,825	\$10,825	
<b>Totals</b>			<b>\$83,963</b>	<b>\$41,981.5</b>	<b>\$41,981.5</b>	

**Year 8 (2016)**

Practice Component	Units	Cost/Unit	Total Cost	Land Owner Share	State Share	NRCS Share
Irrigation	5,000 ft	\$729/500ft	\$8,000	\$4,000	\$4,000	
Seedling Acquisition	35ac@100 seedlings/ac	\$3.50/seedling	\$12,250	\$6,125	\$6,125	
Planting	35 acres	\$500	\$17,500	\$8,750	\$8,750	
Seedling Mortality reveg	35ac@25 seedlings/ac	\$3.50/seedling	\$3,063	\$1,531.5	\$1,531.5	
Fuels Management	20 acres	\$500/acre	\$10,000	\$5,000	\$5,000	
Pest Management Rodent and ungulate control, insecticide, etc	55acres	\$200/acre	\$11,000	\$5,500	\$5,500	
Special Practices <b>Outreach and Ed.</b>			\$21,650	\$10,825	\$10,825	
Fence Maintenance	3 miles	2 X per year	\$500	\$250	\$250	
<b>Totals</b>			<b>\$83,963</b>	<b>\$41,981.5</b>	<b>\$41,981.5</b>	

**Year 9 (2017)**

Practice Component	Units	Cost/Unit	Total Cost	Land Owner Share	State Share	NRCS Share
Irrigation	5,000 ft	\$729/500ft	\$8,000	\$4,000	\$4,000	
Seedling Acquisition	35ac@100 seedlings/ac	\$3.50/seedling	\$12,250	\$6,125	\$6,125	
Planting	35 acres	\$500	\$17,500	\$8,750	\$8,750	
Seedling Mortality reveg	35ac@25 seedlings/ac	\$3.50/seedling	\$3,063	\$1,531.5	\$1,531.5	
Fuels Management	20 acres	\$500/acre	\$10,000	\$5,000	\$5,000	
Pest Management Rodent and ungulate control, insecticide, etc	55acres	\$200/acre	\$11,000	\$5,500	\$5,500	
Fence Maintenance	3 miles	2 X per year	\$500	\$250	\$250	

- Rock, J.F. 1913. The Indigenous Trees of the Hawaiian Islands. Pacific Tropical Botanical Garden, Lawai, Kaua'i. 548 pp.
- Wagner, W.L., D.R. Herbst, and S.H. Sohmer. 1991. Manual of the Flowering Plants of Hawai'i. Bishop Museum Press, Honolulu. 2 Vols., 1853 pp.
- Wolfe, E.W. and J. Morris. 1996. Geologic Map of the Island of Hawai'i. U.S. Geological Survey, Geologic Investigations Series Map I-2524-A. Scale: 1:100,000.

# Forest Stewardship Program Review and Approval Form

## VENDOR

2008-0 Waikoloa Dry Forest Recovery Project

Funding Rqst \$ 409,320.25  
Cash Match \$ > 409,320.25 plus \$310,350  
In Kind Match \$  
Purchase Order No:

Background Information

Project Description

## GRANT REVIEW PROCESS

1. Date Received Stewardship Response Comments Coordinator Signature \_\_\_\_\_

2. Applicant Response

3. Subcommittee Review Subcommittee Review Comments\* Signature \_\_\_\_\_

4. Applicant revisions received  Yes  No

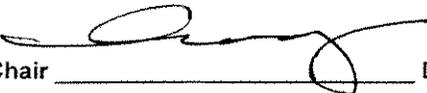
5. Council Meeting Date 3/7/2008 Location Volcano, Hawaii Island

## FINAL COUNCIL DECISION

Project Approved contingent of the 5 committee conditions Amount Awarded \$ \_\_\_\_\_

Project Deferred or Pending. \_\_\_\_\_

Recommendations of Council/Members Abstaining from Vote: \_\_\_\_\_

Signature of Forest Stewardship Advisory Chair  Date 3.7.08

\*The subcommittee convenes to pre-review grant applications (Stewardship, Forest Lands Enhancement and Forest Legacy) between quarterly meetings.

LINDA LINGLE  
GOVERNOR OF HAWAII



**STATE OF HAWAII**  
**DEPARTMENT OF LAND AND NATURAL RESOURCES**

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

April 24, 2009

LAURA H. THIELEN  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI  
FIRST DEPUTY

KEN C. KAWAHARA  
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

Ms. Beverley Brand  
Waikoloa Village Outdoor Circle  
P.O. Box 38-4721  
Waikoloa, Hawaii 96738

Dear Ms. Brand,

Thank you for your interest in the State Forest Stewardship Program and the submission of the Waikoloa Dry Forest Recovery Project Forest Stewardship Management Plan. The Division of Forestry and Wildlife and the Forest Stewardship Advisory Committee reviewed your management plan at their meeting dated March 8, 2008 in Volcano, Hawaii. I am pleased to inform you that your management plan was approved and the conditions, as stipulated by the Forest Stewardship Advisory Committee at that meeting, have been met.

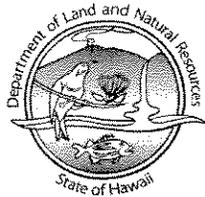
This letter does NOT constitute an award of funds. Once all contractual and fiscal documents are finalized and approved, an agreement will be issued to the Outdoor Circle dba Waikoloa Village Outdoor Circle. If you proceed prior to the finalization of the agreement, the State of Hawaii will not be liable for work, contract costs, expenses, loss of profits, reimbursements, or any damages whatsoever incurred by the applicant.

The Department of Land and Natural Resources, Division of Forestry and Wildlife would like to thank you for your continued interest in promoting restoration and conservation in the State of Hawaii. Please contact Sheri Mann at (808) 587-4172 for additional information and to coordinate implementation of your project.

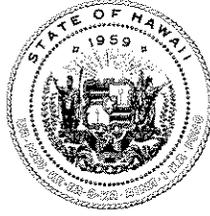
Sincerely,

Sheri S. Mann,  
Cooperative Resource Management Forester  
Division of Forestry and Wildlife  
Department of Land and Natural Resource  
State of Hawaii

LINDA LINGLE  
GOVERNOR OF HAWAII



14051  
S: 12/16/08



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809  
December 8, 2008

LAURA H. THIELEN  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI  
FIRST DEPUTY

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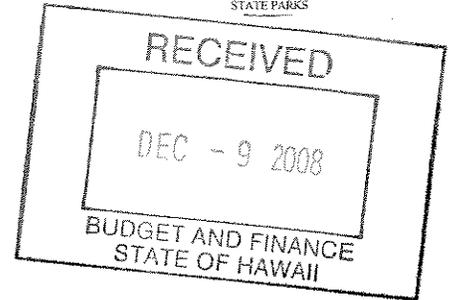
MEMORANDUM

TO: THE HONORABLE LINDA LINGLE  
Governor of Hawaii

THRU: HONORABLE GEORGINA KAWAMURA  
Director of Finance Department of Budget and Finance

FROM: *FTL* LAURA H. THIELEN, Chairperson *LA*  
Board of Land and Natural Resources

SUBJECT: Request Approval of Thirteen Year Contract with Land Licensee Waikoloa Village Outdoor Circle, pursuant to Chapter 195F, HRS, and Act 327, SLH 1991, Forest Stewardship Program; Chapter 247-7, and Act 195, SLH 1993, Conveyance Tax.



Funding Source

In accordance with FY 2009 Budget Execution Policies and Instructions – Executive Memo No. 08-05 as amended, the Department of Land and Natural Resources is requesting Governor's approval to enter into contracts of services for the Forest Stewardship Program (FSP) for projects that provide at least \$10,000 state cost-share contribution. The funding source for the FSP is the Forest Stewardship Special Fund (S-347 activity code 451) generated from Conveyance Tax revenue. The FSP projects constitutes 5% in appropriations of the overall special fund budget.

Purpose or Reason for requiring the services

The Department is requesting approval to enter into a contract with land licensee Waikoloa Village Outdoor Circle (WVOC) to participate in the FSP to provide for protection and restoration of a critically endangered dry-forest ecosystem type. The land license is with Waikoloa Village Association for 275 acres of a 1800 acre parcel of which WVOC is in their third year of a 15 year license. The WVOC is a non-profit community organization involved with the Waikoloa Village on the leeward side of Hawaii Island.

Nature and description of services to be provided

Spurred by the continued development of this region, the WVOC and residents have come together to protect this rare dry forest ecosystem surrounding the village. The WVOC's Waikoloa Dry Forest Recovery project contains some of the last remaining wild populations of the federally listed endangered uhiuhi trees (*Caesalpinia kawaiensis*) as well as many large, rare wiliwili (*Erythrina sandwicense*) trees that are currently being damaged by feral goats, frequent

Honorable Linda Lingle  
Forest Stewardship Program  
Waikoloa Dry Forest Recovery Project

More than 40 different native plant species grow in the dry forests, many whom are federally listed as threatened or endangered, which represents 25 percent of all the federally listed plant taxa in Hawaii located in dry forest ecosystems. Much of this habitat has been affected by land development, deforestation, agricultural conversion, fire, alien/invasive species, rodent predation and animal grazing. Nearly 90 percent of Hawaii's dry forest has been impacted by human activities which has lead to degradation and fragmentation of the ecosystem.

Through WVOC efforts, the Waikoloa Village Association has agreed to replant many of the large Wiliwili trees that would otherwise be destroyed for development expansion within the WVOC land license area so that they may continue to be cared for by the community. Additionally, WVOC has partnered with USDA Natural Resource Conservation Service, DLNR, Hawaii DOA, and the community members of the Village to protect this increasing rare ecosystem. Loss of State funding will severely restrict WVOCs ability to utilize federally funding, impact the collaboration between partners, and inhibit the ability of WVOC to offer outreach opportunities to the community.

Through the relationship with the FSP, Hawaii DOA has indentified the Waikoloa Dry Forest Recovery Project as a potential site for the release of the biological control for the *Erythrina* gall wasp, which has destroyed all non-native *Erythrina* species and has heavily impacted the native Wiliwili (*Erythrina sandwicense*). Through this project, research and recovery of native Wiliwili is possible. Furthermore the impact of not funding this contract will threaten one the last remaining native populations of threatened and endangered dry forest species in Hawaii.

The impact of not funding this contract will result in the Forest Stewardship Program unable to perform its sole function, to provide cost-share funds to private landowners for restoration, conservation and forest product production.

Should there be any questions or require additional information, please call Irene Sprecher at (808) 587-4167 or [Melissa.I.Sprecher@hawaii.gov](mailto:Melissa.I.Sprecher@hawaii.gov).

Attachments:

- 1) Approved Forest Management Plan and budget summary