

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

August 28, 2009

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

**SUBJECT:** Establishment of a Volunteer Curatorship Agreement for Kiholo State Park Reserve, North Kona, Island of Hawai'i

The Curator Program was initiated in 1987 by the State Historic Preservation Division (SHPD) and the Division of State Parks to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, the program has expanded to include natural resources in the parks, such as botanical gardens and wetlands. The curator responsibilities have also evolved to include interpretation, assistance with visitor services, and site restoration. There are currently nine (9) curator organizations statewide assisting with cultural sites in the parks and another four (4) organizations assisting with natural resources in parks on Maui and O'ahu. In 2005, other community groups expressed interest in assisting with parks that have both resources and recreational facilities. This resulted in a similar volunteer program called the Kokua Partnership Program. There are currently 5 Kokua Partnership agreements, including Diamond Head State Monument and Ka'ena Point State Park.

Kiholo State Park Reserve in North Kona on the Island of Hawai'i encompasses 4,356 acres between the Queen Ka'ahumanu Highway and the shoreline from the Pu'uwa'awa'a – Ka'upulehu district boundary on the south to the Pu'uanahulu – 'Anaeho'omalu boundary on the north. The undeveloped park area is characterized as an 8-mile stretch of wilderness coastline with expansive lava fields and sandy beaches at Kiholo and Keawaiki Bays. The *honu*, green sea turtle, favors Kiholo Bay as a feeding and resting place. Numerous lava tubes, anchialine ponds, and archaeological sites also mark the coastline, including trails, habitation shelters, walled canoe *halau*, *holua* slides, and petroglyphs. All of these natural and cultural resources are fragile and subject to disturbance and damage by the public's growing use of the area.

Initial management efforts are focusing on Kiholo Bay from the northern end at Hou Point (Kalaehou) to the southern end at Mano Point (Kalaemano). With this volunteer agreement for Kiholo, special attention is being given to protection of the shoreline resources, including the marine resources of the bay, the archaeological resources on the land surrounding the bay, and the recreational activities occurring along the shoreline.

Hui Aloha Kiholo is comprised of 90+ community members from West Hawai'i who joined together in 2007 to help protect, enhance, and perpetuate the Hawaiian culture and natural landscape of the Kiholo area through collaborative management and active caretaking. Many of the individuals have a connection to Kiholo through family history, residence, and recreational

use of the area. The organization incorporated in 2007 and filed for their 501(c)(3) status in 2008. Hui Aloha Kiholo has demonstrated their concern and dedication by conducting clean-up days, maintaining visitor counts and observations of park use, providing visitor services, and posting signs that promote respect for the resources of Kiholo.

Hui Aloha Kiholo has asked to become a curator and partner with State Parks to address the ongoing management concerns and the growing recreation use of the wilderness area. Visitor counts taken by Hui Aloha Kiholo over the Memorial Day and July 4 weekends in 2009 indicate a daily visitation exceeding 500 people at Kiholo Bay on these holidays. The Hui has requested a five (5) year term for the agreement to provide them with the commitment needed to seek grants that will assist with visitor information, sanitation facilities, and a park presence to help protect the resources.

RECOMMENDATION:

State Parks encourages community involvement and assistance with the care, management, maintenance, and interpretation of the resources in the parks through the Curatorship and Kokua Partnership programs. Hui Aloha Kiholo has indicated a willingness to carry out their responsibilities as volunteers in Kiholo State Park Reserve and to work closely with State Parks to insure that the guidelines established in the agreement are followed. State Parks recommends that the Board grant approval for DLNR to enter into a 5-year agreement with the Hui Aloha Kiholo to allow the Hui to serve as a Curator and carry out projects and improvements at Kiholo State Park Reserve as stipulated in the agreement.

Respectfully submitted,



DANIEL S. QUINN  
State Parks Administrator

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

Attachment: Draft Curatorship Agreement for Kiholo SPR

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS

CURATORSHIP AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 2009, between the STATE OF HAWAII (hereafter "STATE"), by its Chairperson of the Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, and Hui Aloha Kiholo (also referred to herein as "CURATOR"), by Jennifer Mitchell, Coordinator, whose address is P.O. Box 2003, Kamuela, Hawai'i 96743.

INTRODUCTION

This curator agreement addresses the maintenance, management, interpretation and documentation of the natural and cultural resources within Kiholo State Park Reserve (SPR), North Kona, Island of Hawai'i (Attachment 1). The park reserve encompasses 4,356 acres between the Queen Ka'ahumanu Highway and the shoreline from the Pu'uwa'awa'a - Ka'upulehu district boundary on the south to the Pu'uanahulu - 'Anaeho'omalua boundary on the north (TMK: 7-1-02: 02, 08 and 7-1-03: 02, 07). The undeveloped park area is characterized as an 8-mile stretch of wilderness coastline with expansive lava fields and sandy beaches at Kiholo and Keawaiki Bays. The *honu*, green sea turtle, favors Kiholo Bay as a feeding and resting place. Numerous lava tubes, anchialine ponds, and archaeological sites also mark the coastline, including trails, habitation shelters, walled canoe *hālau*, *hōlua* slides, and petroglyphs. All of these natural and cultural resources are fragile and subject to disturbance and damage by the public's use of the area.

The responsibilities of the CURATOR shall focus on Kiholo Bay from the northern end at Hou Point (Kalaehou) to the southern end at Mano Point (Kalaemano) (Attachment 2). With this agreement, special attention is being given to protection of the shoreline resources, including the marine resources of the bay, the archaeological resources on the land surrounding the bay, and the recreational activities occurring along the shoreline.

The STATE is the owner of Kiholo SPR (hereafter "park"). This agreement for assistance with the maintenance, management, interpretation, and documentation of the resources at Kiholo SPR is in the public interest and serves a public purpose. The arrangements made herein with the CURATOR will help improve and maintain the park area at Kiholo Bay for public use and will provide reasonable and appropriate recognition and gratitude to the CURATOR on

account of the significant labor and improvements its members are contributing to reclaim, preserve, and improve this park for the use and benefit of all.

The STATE is represented by the Division of State Parks, hereinafter referred to as State Parks. State Parks has ownership and management jurisdiction over the site. The staff of State Parks shall oversee the operations and activities of the CURATOR in consultation with other divisions of the Department of Land and Natural Resources (DLNR) for compliance with this agreement.

Hui Aloha Kiholo is comprised of 90+ community members from West Hawai'i who joined together in 2007 to help protect, enhance, and perpetuate the Hawaiian culture and natural landscape of the Kiholo area through collaborative management and active caretaking. Many of the individuals have a connection to Kiholo through family history, residence, and recreation. The organization incorporated in 2007 and filed for their 501(c)(3) status in 2008. Hui Aloha Kiholo has demonstrated their concern and dedication by conducting clean-up days, maintaining visitor counts and observations of park use, providing visitor services, and posting signs that promote respect for the resources of Kiholo.

The CURATOR will perform all duties and responsibilities without pay from the State of Hawai'i.

#### THE AIM OF THE STATE OF HAWAII'S CURATOR PROGRAM

A curator program was initiated by State Parks and the Historic Preservation Division in 1987. The aim of this program is to:

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

It is the role of the CURATOR to help protect the sites and resources under its jurisdiction and to help provide public access for all the State's citizens. The CURATOR is not the owner of the site and cannot restrict access. The CURATOR shall not disseminate information or install interpretive devices on the site without the prior approval of State Parks. The CURATOR cannot undertake site improvements unless these tasks are covered in the curator agreement or in later amendments to each agreement.

## THE CURATOR'S RESPONSIBILITIES

1. The CURATOR will coordinate all actions and activities undertaken in the execution of this Curator Agreement with State Parks.
2. The CURATOR will designate a volunteer supervisor(s) who is subject to approval by State Parks. All participants must submit a completed State Parks' volunteer waiver form (Attachments 3 and 4). The CURATOR may sponsor volunteer projects and educational tours in addition to their regular maintenance responsibilities, but State Parks shall be notified 5 working days in advance of activities involving over 25 individuals.
3. The CURATOR will submit an annual report of its activities and volunteer hours under this agreement to State Parks.
4. The CURATOR will maintain the coastal and public use areas of Kīholo by clearing selected vegetation and removing litter.
  - a. Chainsaws other hand tools may be used. The cut debris will be chipped, composted at a designated park site, or transported off-site. There is to be no burning within the park.
  - b. The removal of vegetation shall be done with minimal ground disturbance to prevent damage to the archaeological sites and any subsurface archaeological deposits.
  - c. The specifics of any expanded vegetation clearing shall be discussed with the State Parks Superintendent and Archaeologist.
  - d. With State Parks approval, an herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth where appropriate.
  - e. Landscaping, watering and planting activities for the purpose of providing ground stabilization and minimizing erosion of the area may be undertaken, contingent upon approval of specific plans by State Parks.
5. 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.
6. The CURATOR should conduct regularly scheduled workdays and monitor the site on a monthly basis to assess the condition of the park resources in an attempt to prevent vandalism and damage. Should any damage be discovered, the CURATOR will notify State Parks.
7. The CURATOR may prepare and install interpretive devices and distribute park information, contingent upon approval of specific interpretive plans by State Parks.

8. With State Parks approval, the CURATOR may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; §13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281, HAR, and hold a valid permit to conduct archaeological activities in Hawai'i in accordance with §13-282, HAR.
9. The CURATOR may propose amendments to this agreement to undertake other tasks. Depending on the scope of the proposed amendments, approval by the BLNR or its Chairperson may be necessary. Upon approval, the amendments will become a part of this agreement.
10. Use of the park by the CURATOR shall be in accordance with all of the Rules and Regulations of 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 County of Hawai'i, State of Hawai'i and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger this chapter.
11. All proposed maintenance, management and interpretive plans for cultural and archaeological resources developed under this agreement shall be submitted by State Parks to the Historic Preservation Division for review in accordance with §6E-7 and §6E-8, HRS, and all applicable administrative rules.
12. Restoration work, as needed, may be undertaken by the CURATOR, contingent on approval of specific restoration plans by State Parks and their submittal by State Parks to the Historic Preservation Division for the review and approval in accordance with §13-277, HAR.
13. Further restoration work as needed may be undertaken by the CURATOR, contingent on approval of specific plans by State Parks.

## 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 of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use/consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site.
5. Cause any significant disruption to normal park usage.
6. Undertake site improvements unless these tasks are covered in this agreement or in later amendments to each agreement.

## RESPONSIBILITIES OF STATE PARKS

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this agreement and may issue permits, including commercial permits, conduct archeological and other research and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the CURATOR on these activities.
2. State Parks agrees to provide the CURATOR with information relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features, draft environmental impact assessments and statements, and plans regarding existing or proposed future uses of lands within the park.
3. The assistance of State Parks may be requested by the CURATOR for large clearing and hauling projects and with herbiciding. Such requests should be coordinated between the CURATOR and the State Parks Hawai'i District Superintendent.
4. In accordance with §6E-7 and §6E-8, HRS, and §13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division to proceed with proposals under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.
5. The CURATOR will be notified and consulted on proposed activities in the park. The CURATOR may be given the opportunity to assist in work at the park done by the DLNR or approved by the DLNR.

### RESTRICTIONS ON THE CURATOR'S ROLE

1. The CURATOR may not undertake tasks, which are not specified in this agreement. The CURATOR may propose amendments to this agreement to undertake other tasks at the park. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this agreement and the potential pursuit of civil or criminal penalties 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 CURATORS to help protect the park resources covered by this agreement and to help provide public access for all the State's citizens. The CURATORS are not the owner of the park and cannot restrict access.

### CHECKS TO INSURE PROPER CURATION

1. The CURATOR and the STATE, through the Division of State Parks, will agree on a schedule for when volunteer work will be performed. State Parks will monitor the progress of the work and maintain close communication with the CURATOR. The CURATOR will notify State Parks if a schedule change is necessary.
2. State Parks will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, State Parks will notify the CURATOR in writing of the problem(s) and will provide suggestions to correct the problem(s). The CURATOR will be allowed a reasonable time to correct the problem and if they fail to correct the problem, the STATE may revoke this agreement.

### CHECKS TO INSURE PROPER SAFETY

1. The CURATOR agrees to perform its volunteer 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 volunteers to ensure that they are aware of any potential safety hazards. The CURATOR will have all volunteers sign liability waivers and instruct all volunteers in the proper method of performing their tasks.

3. The STATE through the Division of State Parks is available to assist safety presentations and proper measures of performing the work. An on-site evaluation can be scheduled prior to the commencement of this agreement.

#### COORDINATION OF ACTIVITIES

The CURATOR shall designate a person to coordinate with the STATE on the activities under this agreement. The CURATOR shall be responsible for transmitting to the STATE the names of the individuals who will be performing services under this agreement.

#### INDIVIDUAL MEMBERS, VOLUNTEERS AND INVITEES OF CURATOR

The members, volunteers and invitees of Hui Aloha Kīhiolo who perform the CURATOR's responsibilities under this agreement will be deemed to be volunteers for purposes of Chapter 90, 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.

#### TERM & MODIFICATION OF AGREEMENT

The term of this agreement is for five (5) years after its effective date. Either party may terminate this agreement after providing the other party with thirty (30) days written notice. This agreement may be amended only in writing signed by both the STATE and the CURATOR.

#### PUBLICITY

During the term of this agreement, the STATE may post a sign or signs that recognize the contributions of the CURATOR to the improvement of the park.

#### COMPLIANCE WITH LAW

The CURATOR shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CURATOR's performance of this agreement.

#### PARK RULES

The rules of the Hawaii state park system which are set forth in Hawai'i Administrative Rules, Title 13, Subtitle 6, Chapter 146, shall apply to the fullest possible extent to the implementation of this agreement.

IN VIEW OF THE ABOVE, the parties execute this agreement by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
**Laura H. Thielen**

*(Print Name)*

\_\_\_\_\_  
**Chairperson  
Board of Land & Natural Resources**

*(Print Title)*

\_\_\_\_\_  
*(Date)*

**HUI ALOHA KĪHOLO**

\_\_\_\_\_  
*(Signature)*

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

\_\_\_\_\_  
*(Print Title)*

\_\_\_\_\_  
*(Date)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

Approved by the Board of Land and Natural Resources at its meeting held on \_\_\_\_\_.

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

: SS.

\_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

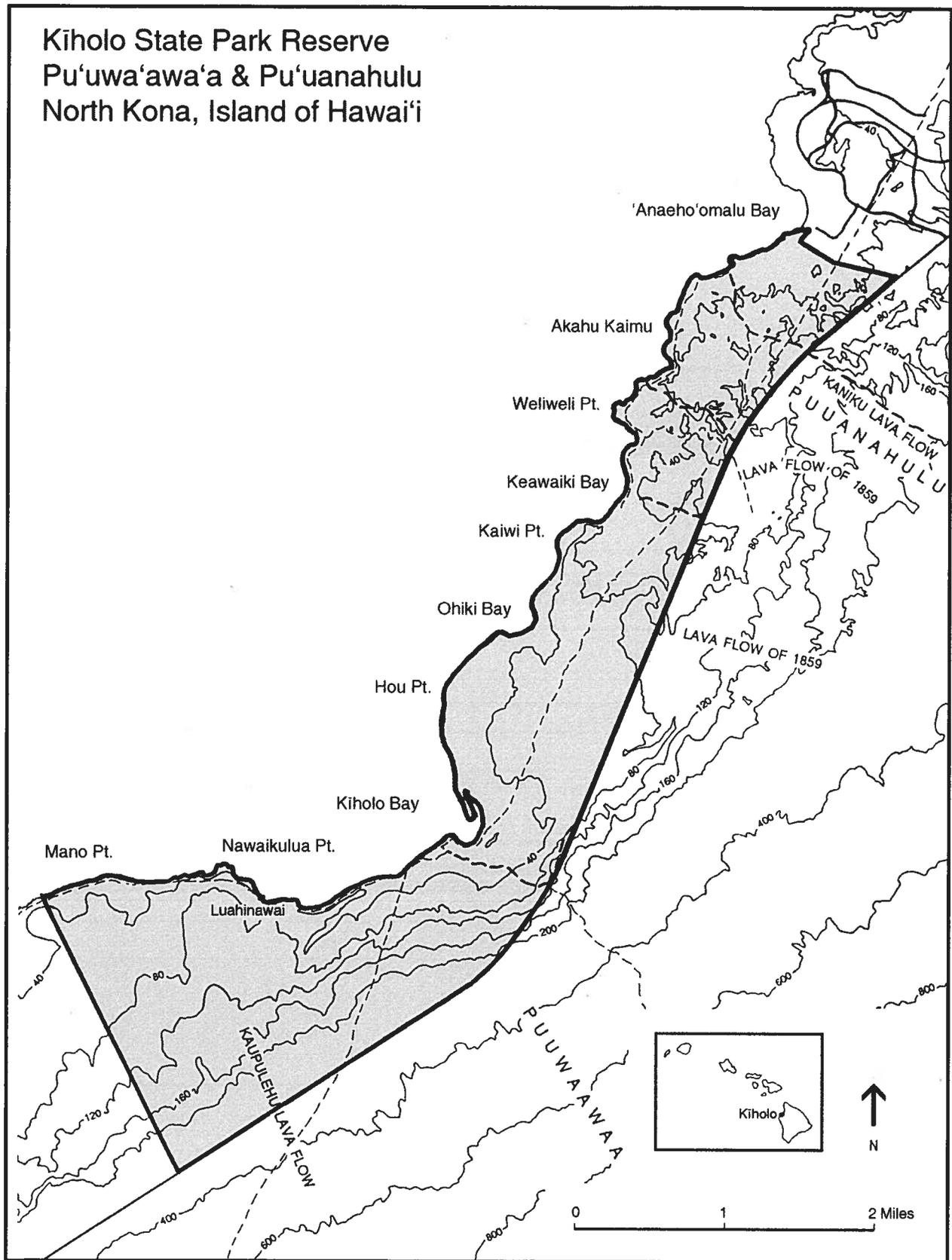
\_\_\_\_\_  
(Print Name)

(Notary Seal)

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

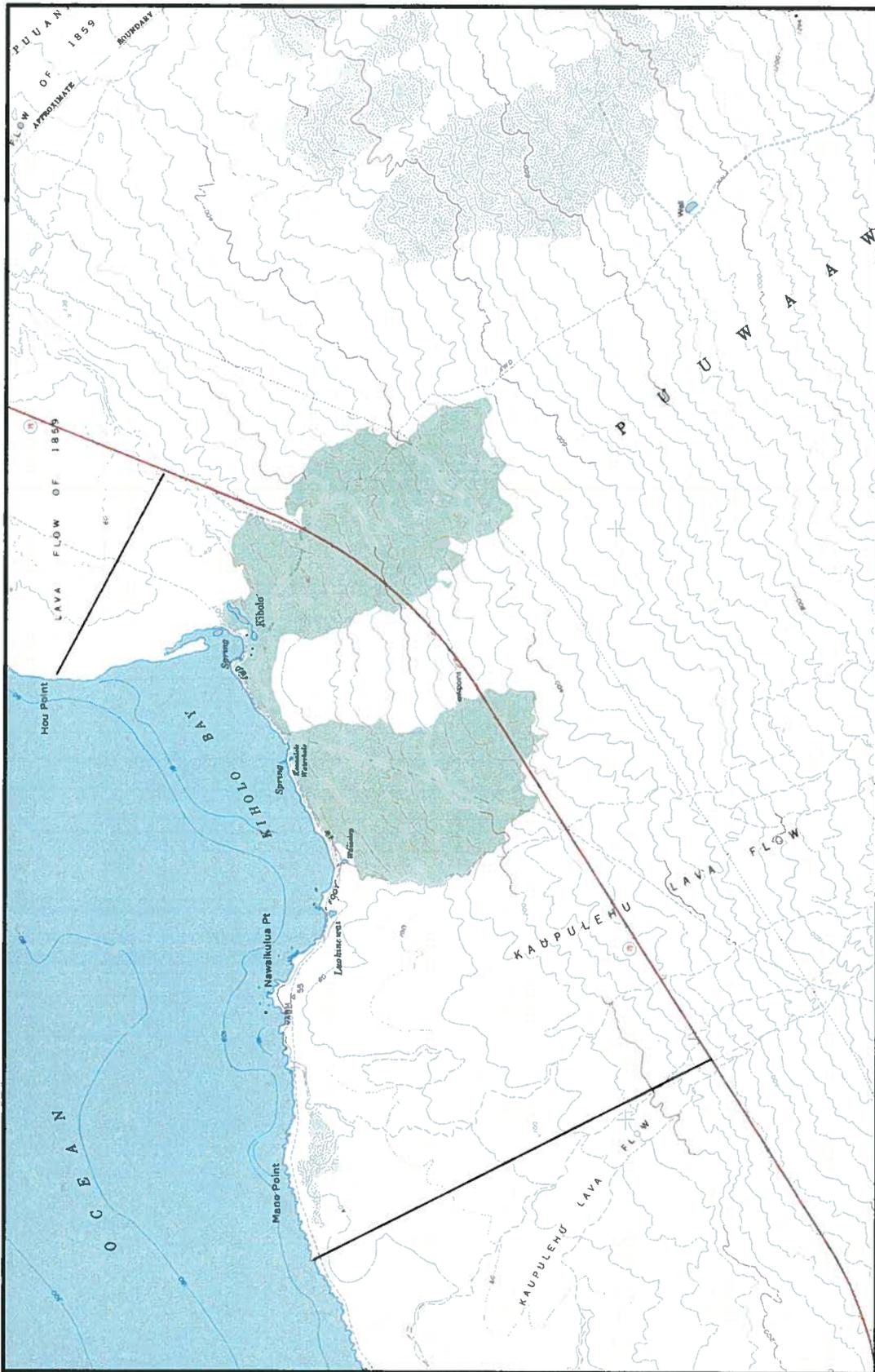
My commission expires: \_\_\_\_\_

Kīholo State Park Reserve  
Pu'uwa'awa'a & Pu'uānāhulu  
North Kona, Island of Hawai'i



ATTACHMENT 1

Boundaries of the Kīholo State Park Reserve, North Kona, Island of Hawai'i.



ATTACHMENT 2

Detail of the Kīholo Bay area where CURATOR efforts will be concentrated.

**CURATORSHIP AGREEMENT FACT SHEET & VOLUNTEER WAIVER**

Park/Site: \_\_\_\_\_

Name of Group or Organization: \_\_\_\_\_

Designated Volunteer Supervisor(s) and their contact numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

List members who are regularly involved in curator activity and titles if applicable:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. \_\_\_\_\_

2. \_\_\_\_\_

**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DURATION OF AGREEMENT: START: \_\_\_\_\_ END: \_\_\_\_\_

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the State of Hawaii, or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the State of Hawaii/Department of Land and Natural Resources in taking care of Hawaii's natural and cultural resources. I will be responsible for my equipment and supplies. I will be responsible for all aspects of the actual work project, and the safe use and proper care of hand tools including, but not limited to: Machetes, Saws, Hand Axes, Pry bars, Sled Hammers, Gardening and Painting Equipment.

I am in good physical shape, and will be self sufficient while at the work project site. I have informed the State, of any mental, physical and/or medical conditions that may increase the risk of harm to myself or others while engaging in the activities described in this document. I understand I should wear footwear with good traction and should have clothing suitable for work in both rainy, wet, and hot, dry conditions, when working in the field. I understand that the duration of the project may be less than eight hours in length, however, in the even of inclement weather the work day may be either shortened or extended at the discretion of the State. These and other activities will be taking place in potentially remote areas. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

• gusty winds	• paint, fuel and oil fumes
• sharp and or slippery rocks	• thorny plants/potentially dense vegetation
• stinging or biting insects and spiders	• lack of reliable communication
• portable or no bathroom facilities	• no telephones
• steep drop-offs	• work on, in or near water
• no potable (drinking) water	• wet and slippery roads
• rugged terrain	• herbicides
• sharp tools	• work in a hunting area
• lack of medical facilities	• steep and slippery trail and river crossings
• wild animals	• flash floods
• harsh weather conditions, ranging from hot and humid to wet and cold	• diseases caused by water, air, or animal vectors

I agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees, and other volunteers from any activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the State of Hawaii/ Department of Land and Natural Resources in its authorized work.

\_\_\_\_\_  
Signature of Volunteer  
(or Minor's guardian)

\_\_\_\_\_  
Date

Minor's Name(s): \_\_\_\_\_

Based upon the above agreement and understanding, the State of Hawaii agrees, while this arrangement is in effect, to accept your services as a volunteer.

\_\_\_\_\_  
Laura H. Thielen, Chairperson and Member  
Board of Land and Natural Resources