

COOPERATIVE AGREEMENT NO: H8896090017

**COOPERATIVE AGREEMENT  
BETWEEN  
NATIONAL PARK SERVICE  
AND  
STATE OF HAWAI`I  
BOARD OF LAND AND NATURAL RESOURCES**

TITLE: PRESERVATION OF NATURAL AND CULTURAL RESOURCES, KALAUPAPA

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## **ARTICLE I. BACKGROUND AND OBJECTIVES**

WHEREAS, Public Law 96-565 - December 22, 1980 (codified at 16 U.S.C. §410jj, hereinafter known as the Act) established the Kalaupapa National Historical Park (hereinafter known as the Park) on the island of Moloka'i, in the State of Hawai'i, and 16 U.S.C. §410jj-4, provides for the administration and management of the Park through cooperative agreements of not less than 20 years' duration which the Secretary of the Interior shall seek and may enter into to preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance;

WHEREAS, the United States National Park Service (hereinafter known as the Service) shall promote and regulate the use of the Federal park areas and may preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance in accordance with the Act;

WHEREAS, the boundaries of the Park include, in addition to all of Kalawao County which is under the jurisdiction of the State of Hawai'i Department of Health, about 50 acres of land at Nihoa, and portions of Pālā'au State Park which are under the management of the State of Hawai'i through its Board of Land and Natural Resources (hereinafter known as the Board);

WHEREAS, a 1,330-acre area of Kalawao County has been established by Governor's Executive Order as the Pu'u Ali'i Natural Area Reserve and other areas of Kalawao County have been designated as forest reserves under the care and control of the Board;

WHEREAS, the Board has requested the assistance and cooperation of the Service in managing and controlling feral pigs on the Pu'u Ali'i Natural Area Reserve;

WHEREAS, the Service has a long and successful record and the expertise to control noxious feral ungulates on its lands;

WHEREAS, almost all of the Park is on the National Register of Historic Places as a National Historic Landmark and over 50 specific buildings, ruins, and sites are on the List of Classified Structures, all of which are subject to regulation under the Board's and the Service's historic preservation programs;

WHEREAS, the Act provides that as a condition precedent to the expenditures of any federal funds, a binding written cooperative agreement of at least 20 years' duration be agreed to;

WHEREAS, both parties wish to avoid unnecessary, costly, and wasteful duplication of efforts; and,

WHEREAS, the two parties to this Agreement wish to cooperate with one another for their own mutual benefit and for the general benefit of the people of the United States and future generations;

## **ARTICLE II. STATEMENT OF WORK**

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

**A. The Board Agrees:**

That subject to applicable approval of the State of Hawai'i Director of Health, the Service and the public shall have the right of access at reasonable times to public portions of the property for interpretive and other program management purposes.

That the State of Hawai'i shall be liable to the United States in an amount equal to the fair market value of any capital improvements made to or placed upon its property by the Service in the event this Agreement is terminated prior to its natural expiration, or any extension thereof, by the Board, such value to be determined as of the date of such termination, or, at the election of the Service, that the Service be permitted to remove such capital improvements within a reasonable time of such termination. Upon the expiration of this Agreement, the improvements thereon shall become the property of the State of Hawai'i through the Board, unless the Service desires to remove such capital improvements and restore the property to its natural state within a reasonable time of such expiration.

**B. The Service Agrees:**

1. That it will meet with the Board or its representatives for joint planning and coordinating purposes.
2. That the items listed below are subject to agreements with the owners, permits and approvals from the Board, and the availability of funds in current and future years' appropriations, and it will:
  - a. Operate and maintain all Park facilities, including utilities, roads, trails, cemeteries, historic structures, and public grounds, except those facilities on portions of Pāla'au State Park within the boundaries of Kalaupapa National Historical Park which shall continue to be operated and maintained by the Board subject to Section C.5 below;
  - b. Protect and preserve archaeological sites, native terrestrial, freshwater, and marine ecosystems, threatened and endangered species, water and air quality, and any associated cultural and natural history museum specimens and their documentation;
  - c. Conduct basic natural and cultural resource research, inventories, and studies and share the raw data and the results with the Board and other interested parties;
  - d. Prepare plans on various aspects of management, operations, preservation, and interpretation and submit drafts to the Board for review and approval prior to implementation;
  - e. Install and maintain interpretive devices and exhibits, animal control fences, and informational signs;
  - f. Manage/control visitor use and safety, fire, feral animals in Unit C of the map entitled "MOLOKAI: Public Hunting Areas for Game Mammals" (indicated as Chapter 123, Exhibit 6, Page 2 of 2, Map 2 of 2 (proposed version) attached as Exhibit A), selected vegetation, solid waste, and litter; and
  - g. Assist the Board in every way possible in the management and control of feral

ungulates on the Pu'u Ali'i Natural Area Reserve and other areas of Kalaupapa National Historical Park where such animals are doing damage to native ecosystems.

3. That annual progress reports regarding the work of the Service at the Park will be provided the Board.
4. That nothing in this Agreement shall be done in violation of specific provisions of State laws, administrative rules or regulations of the Board.
5. That subject to applicable approvals of the State of Hawai'i Director of Health, the Board and the public shall have the right of access at reasonable times to public portions of the property for interpretive and other program management purposes.

**C. It Is Mutually Understood and Agreed:**

1. That the Service and the Board shall consider jointly, at such places and at such intervals as may be agreed upon by both parties hereto, subjects of mutual interest or concern relating to the operation, preservation, and protection of the Park.
2. That no changes or alterations shall be made in the property or in the use of the property which is the subject of the Agreement without consultation and mutual agreement of the Service and the Board.
3. That the Board and Service will have co-jurisdiction within park boundaries over terrestrial resources, but nothing in this agreement shall be interpreted to convey or impair the Board's jurisdiction over fishing or other management of streams, and near-shore resources and waters; including diversions of Waikolu Valley waters. Further, all discussions, actions, or activities related to water and aquatic resources within the Park are beyond the purview of this Cooperative Agreement.
4. That so long as a resident patient community remains at Kalaupapa, the Service and the Board, in cooperation with the State Department of Health, will assist each other in protecting their current lifestyle, rights, and individual privacy.
5. That the Memorandum of Understanding between the Service and the Board regarding mutual aid in firefighting assistance executed in March 2007 is hereby reaffirmed without change. Although the 1985 Memorandum of Understanding between the Service and Board regarding wayside exhibits at the Kalaupapa Overlook portion of the Pala'au State Park has expired, the Parties remain committed to the common objectives stated therein.
6. That the Board and Service recognize the historical use of water extraction within Waikolu Valley to sustain the Kalaupapa Settlement, and mutually agree that water should remain in the stream for future potential use and to preserve the biological integrity of stream fauna or flora.
7. That the public is allowed access for hunting purposes in Unit C of the Moloka'i Forest Reserve within Park boundaries, via the Maunahui public access road, to reduce erosion caused by animals on steep slopes.

### **ARTICLE III. TERM OF AGREEMENT**

This agreement shall become effective upon the date of final signature and in accordance with the requirements of Section 105(b)(2) of the Act, shall remain in effect for a period of 20 years and may be extended and amended by mutual agreement at any time. Upon expiration, the agreement shall be reviewed to determine if it should be renewed, modified, or terminated.

### **ARTICLE IV. KEY OFFICIALS**

1. The key official for this agreement on behalf of the Service is: Superintendent, Kalaupapa National Historical Park, P.O. Box 2222, Kalaupapa, HI 96742, who shall act in the Service's behalf as Agreement Technical Representative.
2. The key official for this agreement on behalf of the Board is: Chairperson of the Board, P.O. Box 621, Honolulu, HI 96809.

### **ARTICLE V. AWARD (NON-FINANCIAL)**

1. The Service shall furnish personnel, facilities, supplies, materials, and services as delineated in Article II, Statement of Work, subject to the availability of appropriations.
2. This is a non-financial agreement and nothing contained herein authorizes the Board to incur any costs.
3. Nothing herein shall be construed as obligating either the Service or the Board to expend funds or involve either party in any contract or other obligation for the future in excess of appropriations authorized by law and administratively allocated for the work.

### **ARTICLE VI. PRIOR APPROVAL**

Both parties agree to secure the necessary licenses, permits, and approvals before undertaking any regulated activities, including but not limited to the following:

- a. Conservation District Use Applications for any new, change in existing, or, expansion of land use within the Conservation District in accordance with Chapter 183C, Hawaii Revised Statutes (HRS), and Title 13, Chapter 5, Hawaii Administrative Rules (HAR).
- b. Well Drilling or Modification Permits.
- c. Construction or installation of any capital improvements.
- d. Licenses and special permits for the hunting or otherwise controlling of animals doing damage, in accordance with Title 13, Chapter 123, HAR.
- e. Special use permits to conduct activities otherwise prohibited within the Pu'u Ali'i Natural Area Reserve in accordance with Title 13, Chapter 209, HAR.

- f. Scientific collecting permits, on a project-by-project basis, to engage in collecting or research activities which would otherwise be unlawful.
- g. Permits for applicable activities pursuant to Chapters 183C and 185, HRS; and Title 13, Chapter 104, HAR.

#### **ARTICLE VII. REPORTS**

Other than the progress reports described in Article II, there are no reports required in connection with this Cooperative Agreement.

All correspondence and/or copies of all written notices between the Service and the Board shall be sent to the following addresses:

National Park Service  
Kalaupapa National Historical Park  
P.O. Box 2222  
Kalaupapa, Hawai'i 96742

Attention: Agreement Technical Representative

Board of Land and Natural Resources  
State of Hawai'i  
P.O. Box 621  
Honolulu, Hawai'i 96809

Attention: Chairperson of the Board

#### **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

No property is being furnished as part of this Agreement; therefore, this Article is not applicable.

#### **ARTICLE IX. TERMINATION PRIOR TO NATURAL EXPIRATION**

This Agreement may be terminated by either party with 60 days' notice to the other. The Service may unilaterally terminate the agreement in accordance with OMB Circulars A-102/110.

IN WITNESS WHEREOF, the parties hereto have signed their names and executed this agreement.

**NATIONAL PARK SERVICE  
PACIFIC WEST REGIONAL OFFICE**

Frank R. Hays  
Frank Hays, Pacific Area Director

8/18/09  
Date

**NATIONAL PARK SERVICE  
PACIFIC WEST REGIONAL OFFICE**

Jamie Sherrill  
Jamie Sherrill, Contracting Officer

9/13/09  
Date

**STATE OF HAWAII**

[Signature]  
Chairperson  
Board of Land and Natural Resources

9/15/09  
Date

**APPROVED AS TO FORM**

[Signature]  
Deputy Attorney General  
State of Hawai'i

7/27/09  
Date

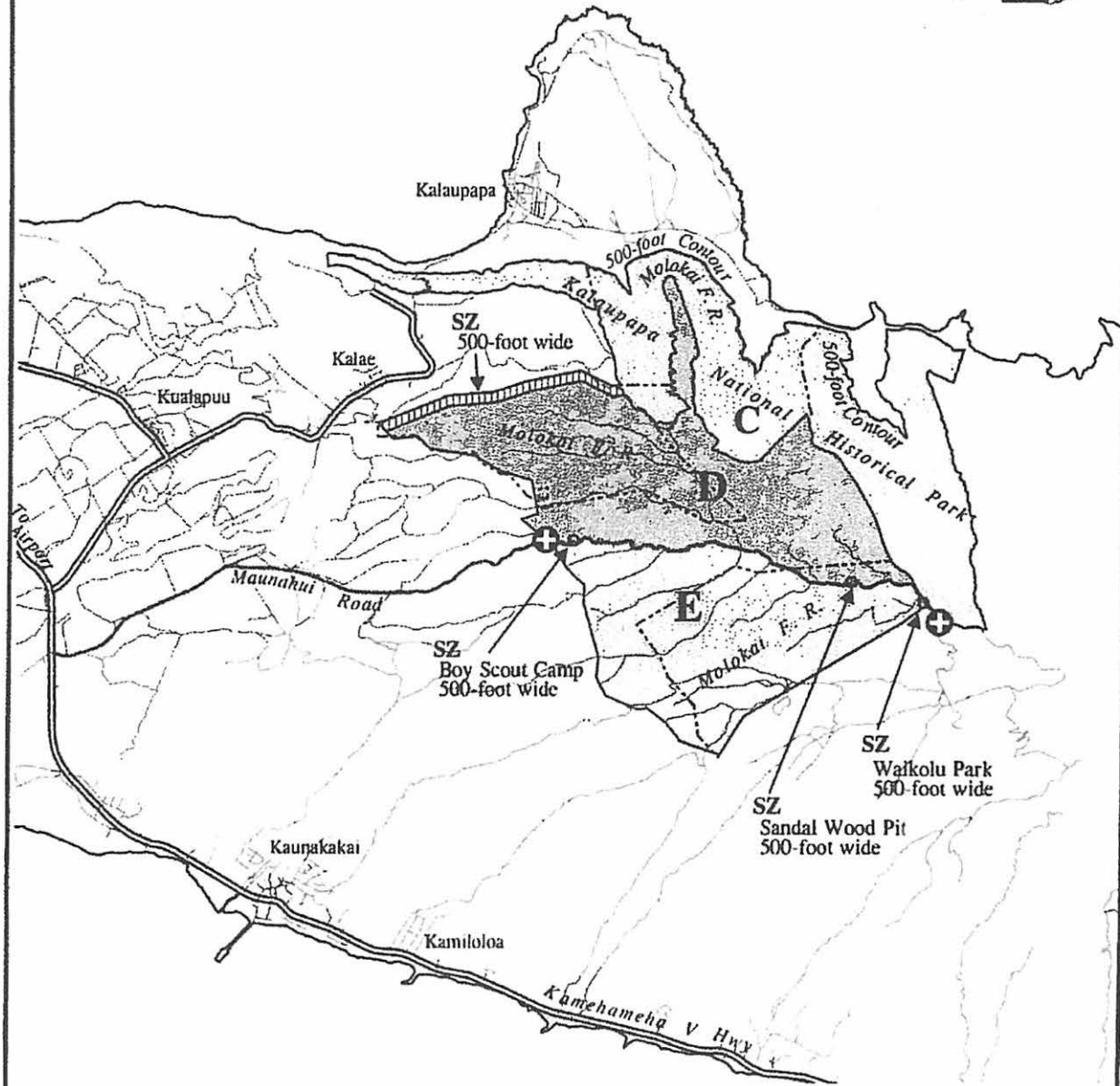





# MOLOKAI : Public Hunting Areas for Game Mammals

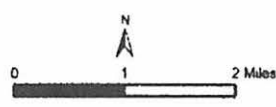
Chapter 123, Exhibit 6, Page 2 of 2

(proposed version)

Map 2 of 2



-  Hunter Checking Station
-  Hunting Area and Unit
-  Safety Zone



State of Hawaii, DLNR, DOFAW  
Map No FW-0811 (Revised 07/2008)

State of Hawai`i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawai`i 96813

September 15, 2008

Chairperson and Members  
Natural Area Reserves System Commission  
State of Hawai`i  
Honolulu, Hawai`i

NARS Commission Members:

**SUBJECT: UPDATE ON RENEWAL OF A COOPERATIVE AGREEMENT WITH THE NATIONAL PARK SERVICE FOR COOPERATIVE MANAGEMENT IN PU`U ALI`I NATURAL AREA RESERVE, MOLOKA`I.**

**Background and Discussion:** Kalaupapa National Historical Park, Kalawao County, Moloka`i, was established in 1980, making provisions for administration and management of the Park through cooperative management agreements of not less than 20 year's duration to preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural architectural, and cultural significance.

All of Moloka`i is part of Maui County; with the exception of Kalaupapa peninsula and adjacent State lands, which comprise Kalawao County, under jurisdiction of the State of Hawai`i Department of Health. In 1985, 1,330 acres of Kalawao County was established by Governor's Executive Order as Pu`u Ali`i Natural Area Reserve. The Board of Land and Natural Resources requested assistance from the Park Service with resource management (specifically ungulate control), resulting in the attached Cooperative agreement entered into in 1989.

The Park Service is seeking to renew the Cooperative Agreement, and this serves as a preliminary notice to the Natural Area Reserves System Commission and Board of Land and Natural Resources that this process will be taking place over the next year, prior to expiration in 2009. This is not for decision-making at this time, but simply for your information. Staff will keep you apprised of the process prior to presenting this to the Commission for decision-making.

Respectfully submitted,

  
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BETSY H. GAGNÉ, NARS Commission Executive Secretary  
Division of Forestry and Wildlife