



Date: May 26, 2021

From: University of Hawai'i
Office of Research Services (ORS)
2440 Campus Road, Box 368
Honolulu, HI 96822

Project Title: “Commission on Water Resource Management Legal Fellow”

Enclosed, please find one half-executed award document for the project referenced above, bearing the original signature of the University of Hawai'i's Authorized Official. Please execute and return one fully-executed document to the address above.

Thank you for your support.

Internal Reference: 013764-00002

2440 Campus Road, Box 368
Honolulu, Hawai'i 96822
Telephone: (808) 956-7800
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An Equal Opportunity/Affirmative Action Institution

MEMORANDUM OF UNDERSTANDING
Between the
UNIVERSITY OF HAWAI'I
on behalf of the
WILLIAM S. RICHARDSON SCHOOL OF LAW
KA HULI AO CENTER FOR EXCELLENCE IN NATIVE HAWAIIAN LAW
and the
DEPARTMENT OF LAND AND NATURAL RESOURCES

This Memorandum of Agreement, (hereinafter "MOA") is entered into on this _____ day of _____, 2021, by and between the UNIVERSITY OF HAWAI'I on behalf of the WILLIAM S. RICHARDSON SCHOOL OF LAW KA HULI AO CENTER FOR EXCELLENCE IN NATIVE HAWAIIAN LAW (hereinafter referred to as "KA HULI AO"), a State controlled institution of higher education, whose mailing address is: 2440 Campus Road Box 368, Honolulu, Hawai'i 96822, and the COMMISSION ON WATER RESOURCE MANAGEMENT (hereinafter "CWRM"), DEPARTMENT OF LAND AND NATURAL RESOURCES (hereinafter "DLNR"), whose business address is Kalanimoku Building, 1151 Punchbowl Street, Honolulu, Hawai'i 96813.

RECITALS

WHEREAS, DLNR is the agency charged with managing, administering, and exercising control of public lands, among other natural resources, and relevant part, to also manage and administer the state parks, historical sites, forests, forest preserves, aquatic life, wildlife, wildlife sanctuaries, game management areas, public hunting areas, and natural resources;

WHEREAS, CWRM is administratively attached to DLNR with four branches — Survey, Planning, Groundwater Regulation, and Stream Protection and Management Branches — which strive to administer the State Water Code and protect the waters of the State of Hawai'i.

WHEREAS Ka Huli Ao has expertise in the State Water Code and water issues, and is poised to and capable of working with CWRM staff to support and supervise a Post-Juris Doctor Fellow;

WHEREAS, money is available to fund this MOA pursuant to DLNR Program LNR404, Appropriation No. G-21-044, in adequate amounts;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the parties to this MOA hereby agree as follows:

I. RESPONSIBILITIES OF KA HULI AO (Scope of Work & Deliverables)

1. Ka Huli Ao will hire a Post-Juris Doctor Fellow (hereinafter “CWRM Legal Fellow”) to provide CWRM with factual and legal research and other support on a range of water resource issues, including, for example, providing a set of amendments and compilations of the CWRM Administrative Rules.
2. Ka Huli Ao will be responsible for:
 - a. Administrative and other work related to advertising for, hiring, paying, and terminating (if necessary) the CWRM Legal Fellow;
 - b. Helping to supervise the CWRM Legal Fellow, including, for example, weekly meetings with the CWRM Legal Fellow and office space for the CWRM Legal Fellow to work at least one day a week at Ka Huli Ao.

II. RESPONSIBILITIES OF DLNR/CWRM

1. Provide Ka Huli Ao with input on hiring of the CWRM Legal Fellow.
2. Pay Ka Huli Ao a fixed price not to exceed NINETY-NINE THOUSAND DOLLARS (\$99,000.00) for the satisfactory completion of the above Ka Huli Ao responsibilities under this MOA. This sum shall constitute the full compensation for all professional and other services to be provided by Ka Huli Ao.
3. Provide office space and other administrative support for the CWRM Legal Fellow in CWRM’s office.

III. MUTUAL AGREEMENTS

1. The term of this MOA shall be for a period of eighteen (18) months, commencing upon the execution of this MOA. The Legal Fellow will be employed for a period of twelve (12) months.
2. This MOA may be amended through a mutually acceptable written statement, signed both parties.
3. This MOA may be terminated upon thirty (30) days written notice. In the event of any termination of this MOA prior to the end date, DLNR shall

reimburse Ka Huli Ao for all costs and non-cancelable commitments made prior to termination. Balance of unexpended funds shall be returned to DLNR within 90 days of the early termination date.

4. Ka Huli Ao shall submit a written invoice and DLNR will review work to its satisfaction and issue payment based upon the following payment schedule:
 - a. Submit an invoice or purchase order to DLNR for 100 percent of MOA agreement amount (\$99,000.00) within 30 days of the execution date of this MOA.
5. The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, shall be governed by the laws of the State of Hawai'i.
6. This MOA represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, understandings or agreements, whether oral or written, of the parties regarding this matter.
7. Nothing in this MOA shall be construed as an indemnification by one party or another for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during performance of this MOA. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors, or assigns or by third persons, arising out of and during the performance of this MOA shall be determined according to applicable law.

IV. APPROVALS

The parties hereto have executed this MOA as of the date first written above.

University of Hawai'i

Signature:  _____ MAY 25 2021

Printed Name: Vassilis L. Syrmos

Its: Interim Director, Office of Research Services

**Commission on Water Resource
Management**

Signature: _____

Printed Name: M. Kaleo Manuel

Its: Deputy Director

**Ka Huli Ao Center for Excellence in Native Hawaiian Law
 William S. Richardson School of Law - University of Hawai'i at Manoa
 Department of Land and Natural Resources Post-JD Legal Fellow**

Budget

	Budget	Expenditures
Staff		
Ka Huli Ao/CWRM Post-JD Legal Fellow		
Stipend includes salary and related administrative and other expenses, including health insurance	\$99,000.00	
Total Indirect Costs (@10%)	\$0	
Total Costs	\$99,000.00	