



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES | KA 'OIHANA KUMUWAIWAI 'ĀINA
COMMISSION ON WATER RESOURCE MANAGEMENT | KE KAHUWAI PONO
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STAFF SUBMITTAL

COMMISSION ON WATER RESOURCE MANAGEMENT

July 15, 2025
Honolulu, Hawai'i

Authorize the Chairperson to Enter into a Memorandum of Understanding (MOU) with Ulupono Initiative LLC to Fund Professional Communication Services in Support of a Public Outreach Strategy and Delegate to the Chairperson to Finalize the MOU and Make Non-Substantial Edits as Appropriate

SUMMARY OF REQUEST:

That the Commission on Water Resource Management (Commission) authorize the Chairperson to enter into a Memorandum of Understanding (MOU) with the Ulupono Initiative LLC (Ulupono) to fund professional communication services in support of outreach efforts to elected officials and the general public.

BACKGROUND:

Commission staff have identified the need to better communicate the agency's mission, responsibilities, programs, and initiatives. Despite the vital work being done to manage, regulate, and protect Hawai'i's water resources, there remains a gap in public understanding and awareness about the Commission and water resources generally. To address this, Commission staff are seeking the support of professional communication services with the expertise to help create accessible and engaging messaging for public consumption. These services will play an essential role in strengthening outreach to elected officials and the general public. By improving the Commission's communication strategy, staff aim to build greater trust, transparency, and informed participation in water resource management across Hawai'i.

INVOLVEMENT BY THE ULUPONO INITIATIVE:

Ulupono is a Hawai'i-focused impact investment firm that strives to improve the quality of life throughout the islands by helping our communities become more resilient and self-sufficient through locally produced food, renewable energy and clean transportation choices, and better management of freshwater resources. One of Ulupono's focus areas is freshwater security. Through Ulupono's analysis of water governance in Hawai'i, a core finding was that there is a need to improve public awareness of water resources and how they are managed. Ulupono is interested in supporting efforts to strengthen public awareness and understanding of the

Commission's on-going work to regulate and safeguard Hawai'i's precious water resources. Supporting this outreach effort to elected officials and the general public aligns with Ulupono's and the Commission's efforts to advance our shared goals for better water resource management.

SCOPE OF WORK:

The anticipated scope of work is described below. The costs associated with this work are estimates based on a quote submitted to Ulupono.

- Social Media – Facebook and Instagram management including creation of social media accounts and posting to said accounts
- E-blasts – Quarterly communications to state legislators and elected officials (every 2-3 months)

Key points:

- The Commission would have sole ownership of the social media accounts and own all assets and content developed;
- Monthly editorial planning meetings between Commission staff, Ulupono and the consultant;
- Content may be repurposed across other social media platforms;
- The Commission will retain final authority to approve any communication materials as part of this effort and shall determine whether to incorporate any communication materials produced into its public outreach;
- Success metrics include social media engagement and legislator responses

The timeline for the scope of work is from November 2025 to April 2026 (6 months). The total estimated cost is \$24,000 plus tax (social media) + \$7,500 plus tax (e-blast) = \$31,000 plus tax. Ulupono is agreeable to fund the initial 6-month program allowing the Commission to evaluate in May 2026 whether to continue this effort or have Commission staff take over as sole developer of the social media and e-blasts.

DESCRIPTION OF MOU:

The Commission seeks professional communication services to support outreach efforts to elected officials and the general public, and Ulupono is agreeable to provide these services by contracting directly with a professional communication firm for such purpose. The proposed MOU (attached as Exhibit 1) outlines the terms of the gift of service from Ulupono to the Commission. No funding will be given to the Commission. Ulupono will contract directly with a professional communication firm on behalf of the Commission.

The Commission recently approved an MOU with Ulupono for a similar gift of service involving professional graphic design support for the Hawai'i Water Plan Framework update. This MOU was approved on May 20th, 2025¹. Under the agreement approved on May 20, 2025, no funds are exchanged with the Commission; instead, Ulupono directly funds the consultant providing the graphic design services. The present MOU is similar in concept.

Per the FY25 Budget Execution Policies, Commission staff are in the process of obtaining formal approvals from the Office of Budget and Finance (B&F) and the Governor to accept the

¹ <https://files.hawaii.gov/dlnr/cwrn/submittal/2025/sb20250520B1.pdf>

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“gift” from Ulupono. A request to approve and expend the gift/private contribution was routed to B&F and the Governor’s Office on June 27, 2025. B&F and the Governor approved the previous gift of service from Ulupono and Commission staff anticipate this request will also be approved.

Commission staff consulted with the State Ethics Commission to assess the appropriateness of accepting Ulupono’s gift of service. The State Ethics Commission determined that the gift of service does not violate State ethics guidelines under Hawai‘i Revised Statutes §84-11 (Gifts), §84-13 (Fair Treatment), or §84-14 (Conflicts of Interest).

MODIFICATION AND TERMINATION OF MOU:

The proposed MOU period begins on the date of execution. The MOU may be modified at any time by the mutual written agreement of the parties. The Commission and Ulupono may withdraw the MOU upon ten days written notice to the other Party. During this period, the parties shall make a good-faith effort to resolve any disagreement.

RECOMMENDATIONS:

Staff recommends that the Commission authorize the Chairperson to enter into and finalize a Memorandum of Understanding (MOU) with the Ulupono Initiative LLC to fund professional communication services in support of a public outreach strategy and delegate to the Chairperson to finalize the MOU and make non-substantial edits as appropriate.

Respectfully submitted,



CIARA W.K. KAHAHANE
Deputy Director

APPROVED FOR SUBMITTAL:



DAWN N.S. CHANG
Chairperson

Exhibit 1 – Memorandum of Understanding (MOU) with Ulupono for Professional Communication Services

MEMORANDUM OF UNDERSTANDING
Between the
COMMISSION ON WATER RESOURCE MANAGEMENT
and the
ULUPONO INITIATIVE LLC
for
SUPPORT WITH PUBLIC OUTREACH

This Memorandum of Understanding ("MOU"), effective _____, is made and entered into by the Commission on Water Resource Management ("CWRM"), and the Ulupono Initiative LLC, a limited liability company ("Ulupono"), (collectively referred to as "Parties").

I. RECITALS

Ulupono is a Hawai'i-focused impact investment firm that strives to improve the quality of life throughout the islands by helping our communities become more resilient and self-sufficient through locally produced food, renewable energy and clean transportation choices, and better management of freshwater resources.

CWRM seeks professional communication services to support outreach efforts to elected officials and the general public, and Ulupono is agreeable to provide these services by contracting directly with a professional communications provider for such purpose.

NOW, THEREFORE, in consideration of the promises contained in this MOU, the Parties agree as follows:

- 1.1 Ulupono will fund professional communication services to provide to CWRM immediate consultative and technical services in support of public outreach.
- 1.2 Communication services may include, but is not limited to, the following:
 - a. Strategy Development — Collaborate with the CWRM Planning Branch to identify key narratives and develop written content, visual themes, styles, and infographics that effectively communicate CWRM's mission, programs, and initiatives.
 - b. Final Media Presentation — Collaborate with the CWRM Planning Branch to develop targeted email communications for elected officials and engaging social media content for the general public, ensuring messages are clear, accessible, and aligned with CWRM priorities.

- c. Impact Metrics — Monitor and evaluate the effectiveness of communication strategies by tracking email engagement (e.g., open and click-through rates) and social media performance indicators including views, shares, and follower growth.
- 1.3 The Parties agree that Ulupono's funding of professional communications services, is a gift that is given unconditionally to CWRM, without benefit, consideration or influence given in return to Ulupono, nor expectation by Ulupono that any will be received. The Parties agree to comply with Chapter 84, Hawaii Revised Statutes ("HRS"), "Standards of Conduct".
- 1.4 The gift is for the use of CWRM for an official state purpose and in service to its objectives.
- 1.5 Any monies gifted by Ulupono to fund communications services are to be considered a gift, and Ulupono is under no obligation to provide any continued or further funding.
- 1.6 This MOU shall not preclude nor prohibit Ulupono from gifting to the State, its departments, and its agencies funding, including, but not limited to, funds gifted for use as state matching funds for federal awards.
- 1.7 No person performing work under this MOU, including any subcontractor, employee, or agent of Ulupono, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.8 Ulupono is funding the professional communication services established herein, however, it agrees that it will not seek, nor have any access to, any information which the professional communication services provider or its individual members will be provided, or access. Ulupono will not exercise any supervisory or decision-making powers over the CWRM Planning Branch.
- 1.9 Ulupono agrees and understands that upon any termination of this MOU, or as otherwise required by applicable law, that Ulupono, the professional communication services provider, and its individual members shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from CWRM.
- 1.10 Ulupono and any subcontractors shall maintain the files, books, and records that are related to the MOU, including any personal information created or received by Ulupono on behalf of CWRM, for at least three (3) years after the date of final

payment under the contract. Personal information shall continue to be confidential and only disclosed as permitted or required by law. After the three (3) year period, or longer retention period as required by law, has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

- 1.11 CWRM will not be obligated to pay for the professional communication services should Ulupono fail to pay the selected contractor.
- 1.12 Ulupono shall defend, indemnify, and hold harmless the State of Hawai‘i, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys’ fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of Ulupono or its employees, officers, agents or subcontractors under this MOU. Neither the decision to not fund professional communication nor the failure to secure grants under this program will be considered an act of omission for which either party is liable. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this MOU.

11. CWRM AGREEMENTS

- 2.1 CWRM will use its best efforts to do the following:
 - a. Provide staff time, information, and data necessary for the professional communication services provider selected by Ulupono to assist CWRM to create communication materials for public outreach.
 - b. CWRM confirms that acceptance of the gift made by Ulupono and contemplated by this MOU, does not violate any Hawai‘i state ethics guidelines, or other applicable state or federal laws.
 - c. CWRM further acknowledges and confirms that Ulupono is not obligated to fund the professional communication services provider or its individual members, or continue to fund the professional communication services provider or its individual members, and may terminate funding of the professional communication services provider’s services, including any individual member’s services, at any time, at the sole and absolute discretion of Ulupono.
 - d. CWRM shall retain final authority to approve any communication materials produced as part of this effort and shall determine, in its sole discretion, whether to incorporate any communication materials produced into its public

outreach.

III. ULUPONO AGREEMENTS

- 3.1 Ulupono will use its best efforts to do the following:
- a. Identify a professional communication services provider that will work with CWRM to create communication materials for CWRM's public outreach.
 - b. Provide funding to the professional communication services provider to provide the consultive and technical services described in this MOU. Also provide funding for any costs or expenses for the professional communication service provider.
 - c. Gift the initial funding of a professional communication services provider to provide CWRM immediate supportive, consultive, and technical services in support CWRM's public outreach.
 - d. All material given to or made available to Ulupono by virtue of this MOU, is identified as proprietary or confidential information, and will be safeguarded by Ulupono and shall not be disclosed to any individual or organization without the prior written approval of CWRM, such as for data dashboards and summaries for public consumption. All information, data, or other material provided by Ulupono to CWRM shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

IV. OTHER TERMS

- 4.1 The signatories of this MOU may adjust tasks, deliverables, objectives, and agreements contained in this MOU and in any appendices to this MOU by mutual consent through a written amendment to this MOU.
- 4.2 Each Party to this MOU will notify all the other Parties in writing if a Party determines that any of the commitments made in this MOU are not likely to be met, accompanied by a written proposal to address the delay or shortfall.
- 4.3 Neither this MOU nor any provision hereof may be waived, modified, amended, or discharged except by an instrument in writing signed by the Parties.
- 4.4 This MOU constitutes the entire agreement of the Parties with respect to the

matters set forth herein and it supersedes all prior or contemporaneous understandings or agreements among the Parties with respect to the subject matter of the MOU.

- 4.5 If a court of competent jurisdiction determines that a provision included in this MOU is legally invalid, illegal, or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOU and the balance of the MOU shall be reasonably interpreted to achieve the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this MOU with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.
- 4.6 The First Circuit Court of the State of Hawaii, and no other courts, shall have exclusive original jurisdiction over any dispute relating to this MOU.
- 4.7 This MOU and any amendment may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document. Amendments to this MOU when executed by the Parties may be added as operative provisions by attachment(s) to the MOU without the necessity for re-circulation and signature of the original MOU in its entirety.
- 4.8 None of the Parties may assign any rights granted by this MOU without prior written approval of the other Parties. Approval of assignment may be granted or withheld in any Party's reasonable discretion.
- 4.9 Any Party shall be entitled to withdraw from this MOU by providing a 10-day notice to the other Parties.
- 4.10 Nothing in this MOU shall be deemed to create a partnership or any other trust relationship between the Parties, it being expressly understood and agreed that the Parties' obligations to each other under this MOU are not fiduciary in nature.
- 4.11 Each signatory below attests that he or she is duly authorized to execute this MOU on behalf of the Party he or she represents.
- 4.12 This Memorandum shall become effective upon the date of final signature and shall remain in effect for 2 years.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

COMMISSION ON WATER RESOURCE MANAGEMENT

By _____
Dawn N.S. Chang
Chairperson, CWRM

APPROVED AS TO FORM

By _____

ULUPONO INITIATIVE LLC

By _____

By _____