

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

February 24, 2012

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

SUBJECT: Establishment of a Volunteer Curatorship Agreement for the Kam Mon Store (Visitor Center) in Ahupua'a 'O Kahana State Park, O'ahu

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 eleven (11) curator organizations statewide assisting with cultural sites in the parks and another five (5) 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 Kōkua Partnership Program with current partnerships at Diamond Head State Monument and Ka'ena Point State Park.

Ho'ala 'Āina Kupono Corporation (HAKC) was established as a not for profit organization in 2008 for the purpose of caring for Kahana, including its culture, ancestors, resources, and people. The objectives of the organization are to restore, protect, perpetuate, and revitalize Ahupua'a 'O Kahana State Park for all of Hawai'i's residents and visitors and to educate all persons on the cultural traditions of our 'āina (land). The HAKC Board consists primarily of Kahana residents who will work closely with other Kahana residents and the community in providing visitor services and interpretive programs at the Store on a regular basis. HAKC is also active in coordinating interpretive and educational programs, hosting groups in restoration projects, and organizing workshops/classes to educate the community and the public.

Ahupua'a 'O Kahana State Park is located on the windward side of O'ahu, between Ka'a'awa and Punalu'u. Kahana is a large, relatively unspoiled valley, and one of only a few publicly-owned *ahupua'a*, or ancient Hawaiian land division. The State of Hawai'i acquired the *ahupua'a* in 1970 to prevent resort development and maintain the rural character of windward O'ahu. The *ahupua'a* was set aside to the Department of Land and Natural Resources, Division of State Parks for park purposes, including hiking, camping, picnicking, and general enjoyment of Hawai'i's natural and cultural resources.

Another goal of the park is to nurture and foster Hawaiian cultural traditions of Kahana and to preserve the cultural landscape of rural windward O'ahu. The families living in the *ahupua'a* developed the concept of a "cultural living park" as way to share these traditions with others, including park visitors.

Today, approximately 34 families live in Kahana and assist with interpretive programs that share Hawaiian values and a multi-ethnic, rural lifestyle. As part of these programs, residents share their memories of growing up in the small, tight-knit Kahana community where many continued to live off the land and fish the sea.

HAKC's interest is to operate and maintain the Kam Mon Store as a small visitor center. The Kam Mon Store is a single story wooden building rebuilt in 2008 by State Parks with the same floor plan as the original building. The Store served as both a residence for the Kam family and a community store that sold food and household items to the plantation workers and residents of Kahana Valley, circa 1920 to 1950. The 33' by 33' building was reconstructed to maintain the historical character of Kahana and provide a structure that would serve as a park visitor center that houses exhibits and displays and provide orientation for visitors to Kahana. In conjunction with the residential lease requiring each lessee to provide 25 hours of interpretive service each month, the visitor center also offers a venue for residents to interact with visitors as part of an interpretive program and meet this interpretive requirement.

No sales are allowed under this agreement and all time provided to staff the facility and landscape the grounds around the building will be on a volunteer basis or to meet the requirements for interpretive hours. Therefore, State Parks will take responsibility for the repair and maintenance of the building structure as well as the associated utility costs.

RECOMMENDATION:

State Parks encourages community involvement and assistance with the care, management, and maintenance of the resources in the parks through the Curatorship and Kōkua Partnership programs. The board members of HAKC are current residents of Kahana and have a vested interest in sharing Kahana with visitors. They have demonstrated a willingness to carry out their responsibilities as volunteers and agreed to work closely with State Parks and other residents 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 2-year agreement with HAKC to allow this organization to serve as volunteers operating the Kam Mon Store and carrying out projects at 'Ahupua'a 'O Kahana State Park as stipulated in the curatorship agreement.

Respectfully submitted,



DANIEL S. QUINN
State Parks Administrator

APPROVED FOR SUBMITTAL:



WILLIAM J. AILA, Jr., Chairperson

Attachment: Draft Curatorship Agreement

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 _____, 2012, between the STATE OF HAWAII (hereafter "STATE"), by its Chairperson of the Board of Land and Natural Resources, and through its Department of Land and Natural Resources ("DLNR"), Division of State Parks ("State Parks"), whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and Ho'ola 'Aina Kuponon Corporation (also referred to herein as "CURATOR"), by May Au, Coordinator, whose address is P.O. Box 300304, Ka'a'awa, HI 96730, for and regarding the Kam Mon Store (Visitor Center) at Ahupua'a 'O Kahana State Park, island of O'ahu, State of Hawaii.

INTRODUCTION

The STATE is the owner of the Kam Mon Store (hereafter "Store"). This Curatorship agreement for assistance with the daily operation of the facility is in the public interest and serves a public purpose. The arrangements made herein with the CURATOR will help operate and maintain the Store and surrounding grounds for public visitation 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 operate and improve this Store for the use and benefit of all.

The Kam Mon Store is a single story wooden building rebuilt in 2008 by the Division of State Parks with the same floor plan as the original building. The Store served as both a residence for the Kam family and a community store that sold food and household items to the plantation workers and residents of Kahana Valley, circa 1920 to 1950. The 33' by 33' building was reconstructed to maintain the historical character of Kahana and provide a structure that would serve as a park visitor center. This visitor center houses exhibits and displays that provide orientation for visitors to Kahana. In conjunction with the residential lease requiring each lessee to provide 25 hours of interpretive service each month, the visitor center also offers a venue for residents to interact with visitors as part of an interpretive program and meet this interpretive requirement.

Ho'ola 'Aina Kuponon Corporation (HAKC) was established as a not for profit organization in 2008 for the purpose of caring for Kahana, including its culture, ancestors,

resources, and people. The objectives of the organization are to restore, protect, perpetuate, and revitalize Ahupua'a 'O Kahana State Park for all of Hawai'i's residents and visitors and to educate all persons on the cultural traditions of our 'āina (land). The HAKC Board consists primarily of Kahana residents who will work closely with other Kahana residents and the community in providing visitor services and interpretive programs at the Store on a regular basis. HAKC is also active in coordinating interpretive and educational programs, hosting groups in restoration projects, and organizing workshops/classes to educate the community and the public.

THE AIM OF THE STATE OF HAWAII'S CURATOR PROGRAM

The aim of the curator program developed by the Division of State Parks and the State Historic Preservation Division 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 their 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 written materials or install interpretive devices in the Store without the prior approval of State Parks. The CURATOR cannot undertake site improvements unless these tasks are covered in the curatorship agreement or in later amendments to each agreement. These constraints are extremely important to ensure that the sites are properly protected and are properly interpreted -- thereby benefiting all the citizens of the State.

CURATOR RESPONSIBILITIES

The CURATOR will assist the STATE with the daily operations of the Kam Mon Store as a park visitor center as follows:

1. The CURATOR will coordinate all actions and activities undertaken in the execution of this curatorship agreement with State Parks.
2. The CURATOR will designate a volunteer supervisor(s) who is subject to approval by State Parks. The supervisor will submit completed agreement fact sheet (Attachment 2) and all participants must submit a completed State Parks' volunteer waiver form (Attachment 3).

3. The CURATOR will submit an annual report of its activities and volunteer hours performed under this agreement to State Parks.
4. The CURATOR will oversee the daily operations of the Store, including opening, closing, and staffing the store on a regular basis.
 - a. Establish regular hours for the Store that can be shared in brochures, websites, and other literature.
 - b. Develop a schedule where Kahana residents and lessees can sign-up to staff the Store. CURATOR will provide this schedule at the end of each month to State Parks to document the hours of operation and staffing.
 - c. Train all those staffing the Store to insure that proper security measures are followed, including issuance and use of keys to the building and the building security system.
 - d. Develop procedures for operation of the Store that include training of those staffing the Store about visitor services, proper care and maintenance of the facility, and responsibility for collections.
5. The CURATOR with State Parks will prepare and maintain an inventory of all the State-owned furnishings, displays, and other items in the Store. This inventory will be checked daily to monitor the collection and insure no items are missing. Any damaged or missing furnishings, displays, or items shall be reported promptly to State Parks.
6. For any items donated to the State for display or interpretive programs at the Store, the CURATOR will assist with completion of donation forms and retain a copy as part of the inventory.
7. The CURATOR may prepare and install supplemental interpretive devices and displays, contingent upon approval of State Parks and State Historic Preservation Division (SHPD) in accordance with Chapter 13-277, HAR. These interpretive devices and displays shall be in keeping with the purpose and theme of the visitor center, and the *Interpretive Exhibit Plan for the Kam Mon Store* developed in 2005 by State Parks.
8. The CURATOR may provide educational and interpretive programs, and visitor services in the Store, including leading interpretive tours through the building, giving demonstrations, and distributing brochures at the Store and interpretive kiosk located outside the Store. The development and distribution of any new written materials will be contingent on approval of these materials by State Parks.
9. The CURATOR will be responsible for maintaining the store in a clean and safe manner, including sweeping of floors, regular cleaning and dusting of counters, shelves and displays, and cleaning interior windows.

10. The CURATOR may sponsor volunteer projects in and around the Store but State Parks must approve and shall be notified 5 working days in advance of volunteer projects. A permit may be required for any activity involving over 25 individuals.
11. 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. The CURATOR will seek ongoing involvement of the Kahana and local community, and relevant organizations.
12. The CURATOR will work with State Parks on landscaping and maintaining the grounds around the Store. A landscape plan using grassing, native Hawaiian plants and other plants appropriate to Kahana will be prepared by the CURATOR for approval by State Parks.
13. The CURATOR may propose amendments to this agreement in writing to undertake other tasks. Depending on the scope of the proposed amendments, approval by the BLNR or its designee shall be necessary. Upon signed approval, the amendments will become a part of this agreement.
14. Use of the Store 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 City and County of Honolulu, 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.

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 operation and maintenance of the Store;
2. Undertake or permit fund raising activities at the Store or adjacent grounds;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the Store or adjacent areas;
4. Permit any temporary or permanent residence to occur at the Store;
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 THE STATE

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 archaeological 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 in its possession relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features which are not of a confidential nature, draft environmental impact assessments and statements, and plans regarding existing or proposed future uses of lands within the park.
3. State Parks will be responsible for the repair of the building (painting, termite treatment, and building repairs) and major cleaning, such as exterior windows. Such requests should be coordinated between the CURATOR and the Kahana State Park Coordinator.
4. State Parks will be responsible for the preservation of items identified in the collection as being under State ownership or donated to the State for display and use in the Store. This may include treatment of items for bugs, mold, or other causes of damage.
5. State Parks will be responsible for maintaining the support facilities around the Store, including the parking lot, roadways, and interpretive kiosk.
6. State Parks will provide copies of the park brochures that can be distributed at the Store and placed in the brochure boxes at the kiosk by the Store.
7. State Parks will pay the monthly bills for electricity, phone, and the security system at the Store. State Parks will notify the CURATOR of any excessive or inappropriate use of these utilities and the CURATOR must take immediate corrective action.
8. 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 DLNR or approved by 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 imposition 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 CURATOR to help protect the Store and its inventory covered by this agreement and to help provide public access for all the park's visitors. The CURATOR is not the owner of the Store and cannot restrict access or allow any exclusive use of the building.

CHECKS TO INSURE PROPER CURATION

1. The CURATOR and the STATE, through the Division of State Parks, will agree on a schedule for the operation of the Store. The STATE will monitor the progress of Store operations and maintain close communication with the CURATOR. The CURATOR will notify the STATE if a schedule change is necessary.
2. The STATE will monitor the Store on a monthly basis to see that proper maintenance is being done of the facility, exhibits, and collection. If it is determined that proper operations and maintenance are not taking place, the STATE 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 in 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 AND VOLUNTEERS OF CURATOR

The members and volunteers of the CURATOR 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 may be entitled to certain immunity from civil liability if acting in good faith and within the scope of the volunteer's official functions solely for the purposes of chapter 662D, HRS. Because the CURATOR may be responsible for items on loan that are not under STATE jurisdiction, the CURATOR may hold an insurance policy to address liability for this property.

TERM & MODIFICATION OF AGREEMENT

The term of this agreement is for two (2) 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 Hawai'i 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. By signing, the person indicates they have the requisite authority to enter into this agreement on behalf of the organization indicated.

STATE

(Signature)

(Print Name)

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

Chairperson
Board of Land & Natural Resources

(Print Title)

(Date)

HO'ALA 'ĀINA KUPONO CORPORATION

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

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 _____.

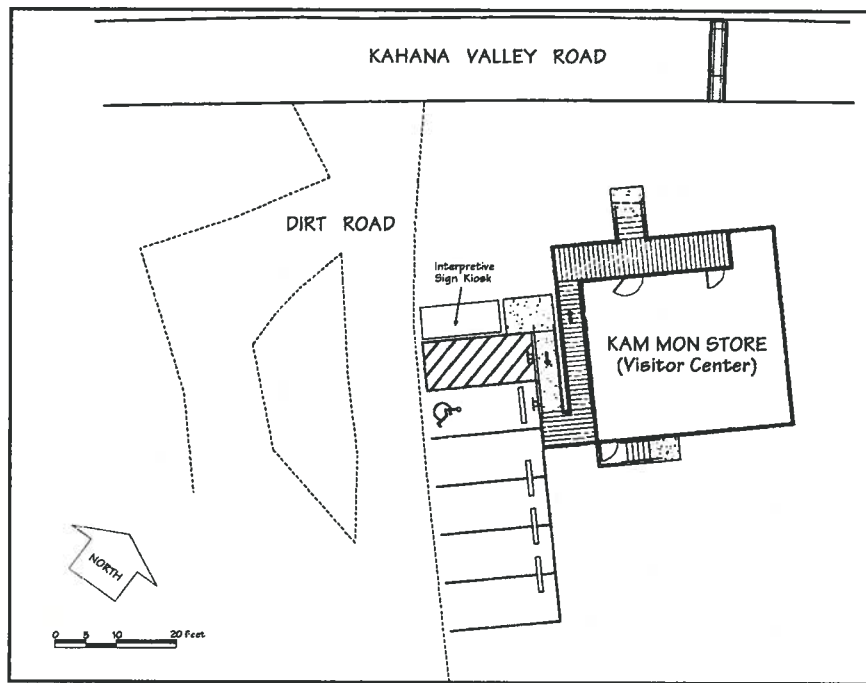
(Signature)

(Print Name)

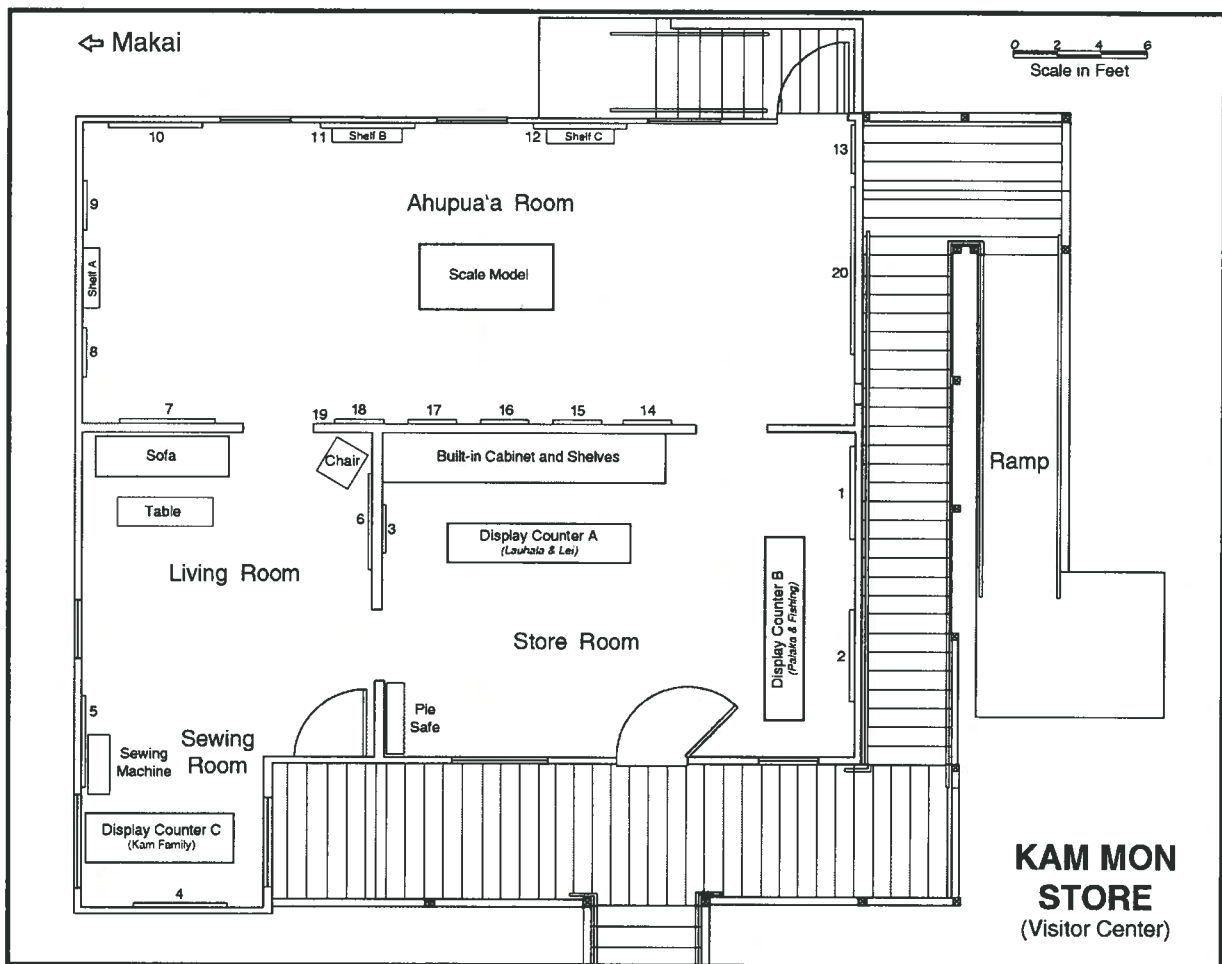
(Notary Seal)

Notary Public, State of _____

My commission expires: _____



ATTACHMENT 1a
Layout of Kam Mon Store and interpretive kiosk along Kahana Valley Road.



ATTACHMENT 1b
Floor plan of exhibits and furnishings in the Kam Mon Store. Numbers refer to interpretive panels.

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

William J. Aila, Jr., Chairperson and Member
Board of Land and Natural Resources