

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawaii 96813

March 28, 2014

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

Land Board Members:

SUBJECT: Request Approval to Enter Into a Memorandum of Agreement (MOA) and a Right-of-Entry (ROE) with the County of Hawai'i on the Transfer of Management for a Portion of the Mauna Kea State Recreation Area (MKSRA); and

Request Approval to Delegate to the Chairperson of the Department of Land and Natural Resources (DLNR) for the Approval to Enter Into a Memorandum of Agreement and a Right-of-Entry with the County of Hawai'i on the Transfer of Management for a Portion of the Mauna Kea State Recreation Area; and

Request Approval In Concept for the Withdrawal of Lands from the Mauna Kea Forest Reserve and Set Aside to the County of Hawai'i for Park Purposes; Mauna Kea State Recreation Area, Mauna Kea Forest Reserve, Kahoe IV, Hamakua, Island And State Of Hawaii, Tax Map Key: (3) 4-4-016: 003 (Portion).

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Request Approval in Concept for the Withdrawal of Lands from the Mauna Kea Forest Reserve and Set Aside the Executive Order (EO) with the County of Hawai'i for the Withdrawn Portion of the Mauna Kea Forest Reserve for Park Purposes; Mauna Kea State Recreation Area, Mauna Kea Forest Reserve, Kahoe, IV, Hamakua, Island and State Of Hawaii, Tax Map Key: (3) 4-4-016: 003 (portion).

ITEM E-4

BACKGROUND:

The area subject to these requests is part of the Mauna Kea State Recreation Area (“MKSRA”) owned by the Department of Land and Natural Resources (“DLNR”) through the Division of Forestry and Wildlife, DLNR (“DOFAW”). MKSRA is part of the Mauna Kea Forest Reserve (“Forest Reserve”) and comprises of approximately 20.5 acres. The Division of State Parks, DLNR (“State Parks”) currently operates and manages the facilities and activities within the park area. DOFAW has adjacent facilities such as cabins, nursery and storage areas; the Division of Conservation and Resource Enforcement (“DOCARE”) also has a cabin and storage area adjacent to the park.

These requests are pursuant to requests and directives submitted to DLNR to initiate and complete the transfer of the management and land areas of a portion of MKSRA to the County of Hawaii (“County”)

2010

In 2010, the County, through Mayor Billy Kenoi, approached the Department of Land and Natural Resources (“DLNR”) on transferring the management of Mauna Kea State Recreation Area (“MKSRA”) and Hapuna Beach State Recreation Area (“HBSRA”). These park areas are operated and managed by staff of the Hawaii District of the Division of State Parks, DLNR (“State Parks”). The County asserted that it could operate and manage these park areas more effectively with improved service to the park’s comfort station. Presiding Chairperson Thielen directed State Parks’ staff to discuss the issues with the County. Respective staff worked on drafting a memorandum of agreement (“MOA”) to establish a pilot project to demonstrate that the County could operate and manage these parks areas more effectively with improved service, with land ownership still retained by DLNR. Chair Thielen advised the County to seek concurrence from its legislators on the transfer issues. The MOA was based on a three (3) year pilot project.

During this period, State Parks was negotiating with the Directorate of Public Works, U.S. Department of the Army (“DPW”), on amending Water Lease No. S-3853 (“Water Lease”) executed between DLNR and the U.S. Army. DPW operates and manages the water system at the adjacent Pohakuloa Training Area (“PTA”). The Water Lease is centered around the DLNR water system comprised of surface intakes from the Liloa, Waihu and Hopukani Springs, located several miles upslope of MKSRA; and is in effect from August 21, 1965 to August 20, 2029. In addition to the surface intakes, the water system comprise of 3 storage tanks and various waterlines going to PTA and DLNR facilities. The lease identifies specific allocations of water to be shared between PTA and MKSRA and respective operating and maintenance duties regarding the surface intakes and waterlines. DPW offered to provide DLNR free potable water from its water treatment plant and a waterline to MKSRA in exchange of an increase in its allocation. In 1965, the yield from the surface sources was usually over 20,000 gallons a day and PTA’s allotment amounted 45% of the daily yield. DPW proposed to increase PTA’s allotment to 65% in exchange of waterline installation and free potable water. Respective DPW and State Parks staff drafted an amendment to the Water Lease and a MOA to confirm the change in allocations and define specific operating and management responsibilities.

2011

In 2011, DPW and State Parks staff negotiated and worked on the amendments to the Water Lease and attendant MOA. On May 13, 2011, BLNR at its meeting on Oahu, approved the Water Lease and MOA. During this year, DPW constructed a waterline from PTA to MKSRA. The proposed amended Water Lease and MOA were forwarded to DPW for their staff and legal review.

In that year, the 2011 State Legislature passed and adopted Senate Resolution No. 109, 2011 Session Laws of Hawaii (“SR 109”), urging the Governor not to transfer MKSRA and HBSRA to the County due to the difficulties the County was facing to support additional responsibilities at that time. Upon the passage of SR 109, State Parks continued to operate and manage these parks, and there was no interaction between the respective staff on the MOA.

2012

The amended Water Lease and attendant MOA was still with the U.S. Army for their legal review.

The water situation at MKSRA was not improving daily yields were reduced to less than 5,000 gallons a day. This situation prompted State Parks and DPW to work on water demand alternatives to sustain the reduced supply of surface water.

State Parks continued to plan improvements at MKSRA including water system improvements and considered alternative energy development through solar and wind sources.

2013

The 2013 State Legislature introduced several measures regarding MKSRA and HBSRA. Of relevance and note were Senate Bill 456 Senate Draft 1 (“SB 456 SD 1”) and Senate Bill 456 Senate Draft 2 (“SB 456 SD 2”). These bills stated that the County would be a better steward of the land than DLNR. SB 456 SD1 required DLNR to transfer in fee simple certain areas in MKSRA to the County. SB 456 SD2 was revised to require DLNR to transfer through lease agreement certain areas in MKSRA to the County, and Senate Resolution No. 48 Senate Draft 1 was introduced and reiterated the lease requirements. These measures did not pass.

The water situation at MKSRA was not improving and water yield was further reduced to a few hundred gallons a day towards the latter part of the year. State Parks continued to implement its water system improvements through CIP funding that would upgrade existing pumping and chlorination facilities and install a pump system to improve the fixtures at the park’s comfort stations. This project was bid out and awarded and slated to start in early 2014.

DPW had forwarded their legal staff’s concerns of indemnification language in the amended Water Lease. Staff from Land Division, DLNR (“LD”) provide support for alternative language.

In October 2013, State Parks staff initiated a meeting with County staff comprised of representatives from the Mayor's Office and the Department of Parks and Recreation ("HIPNR") to discuss opportunities for partnerships and collaboration regarding West Hawaii recreational venues, transfer of the old Puako Road to DLNR, and entering into a lease agreement with the County for MKSRA. In November and December, these discussions included other County staff from the Department of Water and the Corporation Counsel. All agreed that a MOA would be the appropriate initial step towards a long term lease agreement.

Through these discussions, the County raised issues of the condition of the facilities in MKSRA, the condition and layout of the water system servicing MKSRA, the diminishing quantities from the surface springs, components of the water system that can serve the facilities at MKSRA, the levels of investment needed to upgrade the water system, utilizing one of the storage tanks for additional storage capacities; comfort station and park facilities for County use, duration of the MOA to justify the investments that may be expended by the County, and the need for a right of entry to allow the County to manage the park areas prior to formal execution of any long term instrument. The County is willing to complete a survey of the areas in the set aside at no cost to the State.

2014

State Parks staff met with DPW and it confirmed that PTA has not been using any water since 2012 and its potable water is being supplied by the hauling of water from outside sources. It cannot rely upon the spring sources and PTA has undergone testing of underground well sources on its base. PTA will coordinate with State Parks as to the future course of the water system.

State Parks consulted with DOFAW on the process of implementing the transfer. DOFAW staff concurred that the MOA is an appropriate initial instrument, but the appropriate direction for the transfer should be a set aside for the areas to be managed by the County and withdrawal of this area from the Mauna Kea Forest Reserve. DOFAW provided their informal concurrence with the MOA and transfer of management and land areas to the County through the set aside and withdrawal processes.

Additional clarification was sought and LD staff informed State Parks that due to the complexity of the transfer issues, i.e., DOFAW land ownership, Water Lease, withdrawal from the Forest Reserve, a request for BLNR approval to start the process was an appropriate approach to implement the various processes and documents that will be needed.

Staff from the County and State Parks continued to work on the MOA based upon the set aside approach for the transfer of management and areas to the County. This is still a work in progress as issues regarding processes, transition periods and water system coordination still need to be worked out.

State Parks will continue to work with County, PTA, DOFAW and LD on the processes, documents and approvals needed for the transfer of MKSRA to the County. State Parks is still coordinating with DOFAW on the management of the water system and request to utilize one of the storage tanks by the County for park operations.

REQUEST:

To implement the transfer of the management and certain land areas in MKSRA to the County, State Parks request the following:

- BLNR approval for a right of entry to the County for its management of areas in MKSRA during transfer of land from the State to the County. State Parks will work with LD on this;
- BLNR approval for State Parks and DLNR to enter into a memorandum of agreement with the County as an initial step for the transfer of certain areas in MKSRA to the County
- BLNR approval to authorize the Chairperson to act upon its behalf for the items listed above.
- BLNR approval in concept to withdraw lands in MKSRA from the Forest Reserve, and set aside to the County for park purposes. State Parks will work with LD and the County on the necessary processes and procedures.

ATTACHMENTS:

- Attachment 1 – Aerial view of MKSRA and water storage areas.
- Attachment 2 – Layout and photos of the areas in MKSRA that is of interest by the County.
- Attachment 3 – Draft MOA – this is provided for information only, and is not the final version as negotiations with the County is still on-going.

RECOMMENDATION: That the Board:

1. Approve the request to grant a right of entry to the County.
2. Approve the request to enter into a memorandum of agreement with the County to address transfer issues and stipulations.
3. Approve the request to authorize the Chairperson to act on behalf of BLNR, to the extent practicable, on the matters listed above.
4. Approve, in concept, the request to withdraw lands in MKSRA from the Forest Reserve and set aside certain areas in MKSRA to the County.

Respectfully Submitted,



DANIEL S. QUINN, Administrator
Division of State Parks



APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson

ATTACHMENT 1 – Mauna Kea State Recreation Area Layout

The developed facilities including DOFAW, DOCARE and the water storage tanks.



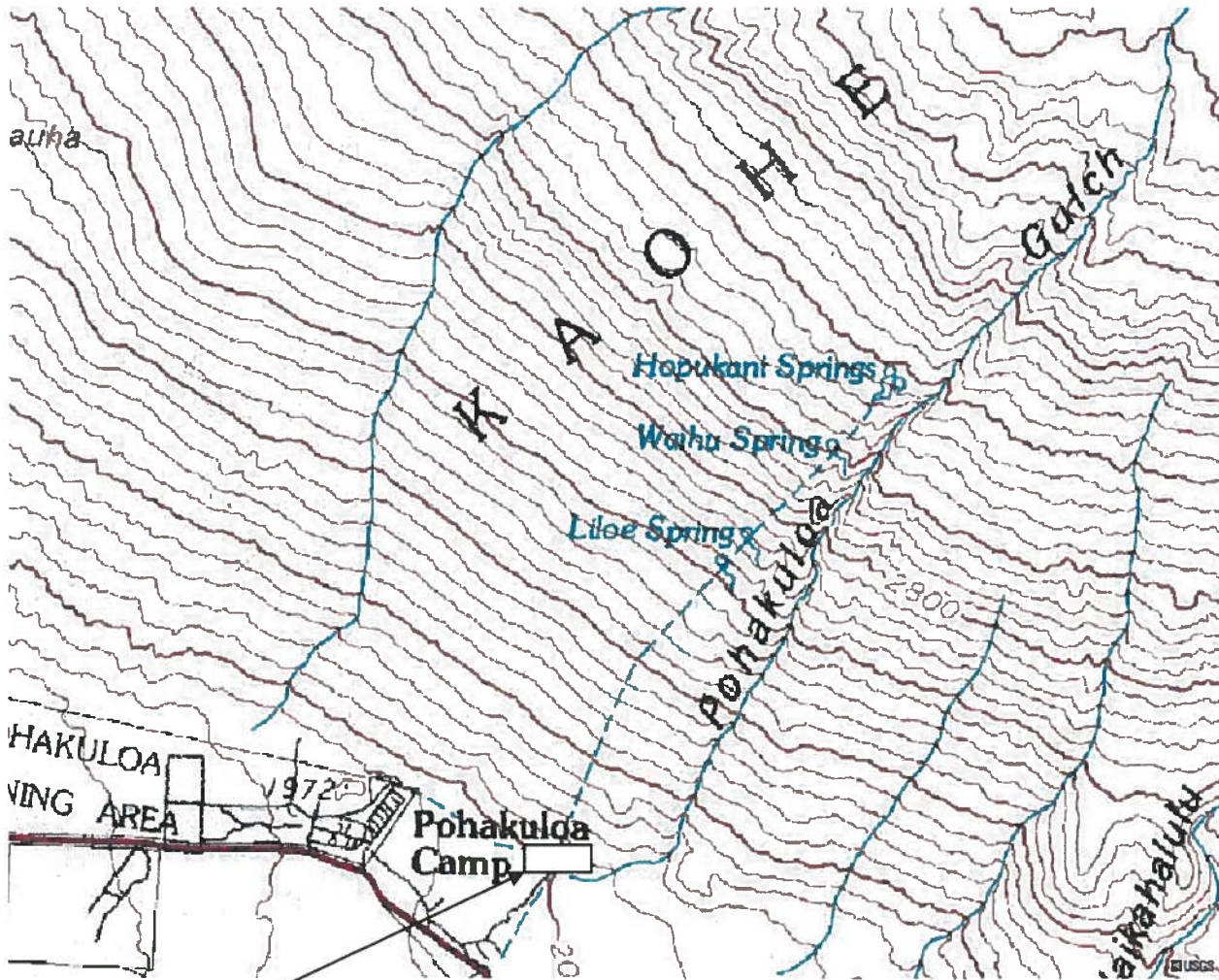
ATTACHMENT 1 – Mauna Kea State Recreation Area Layout

State Parks Structures including DOCARE cabin at the top of the photo

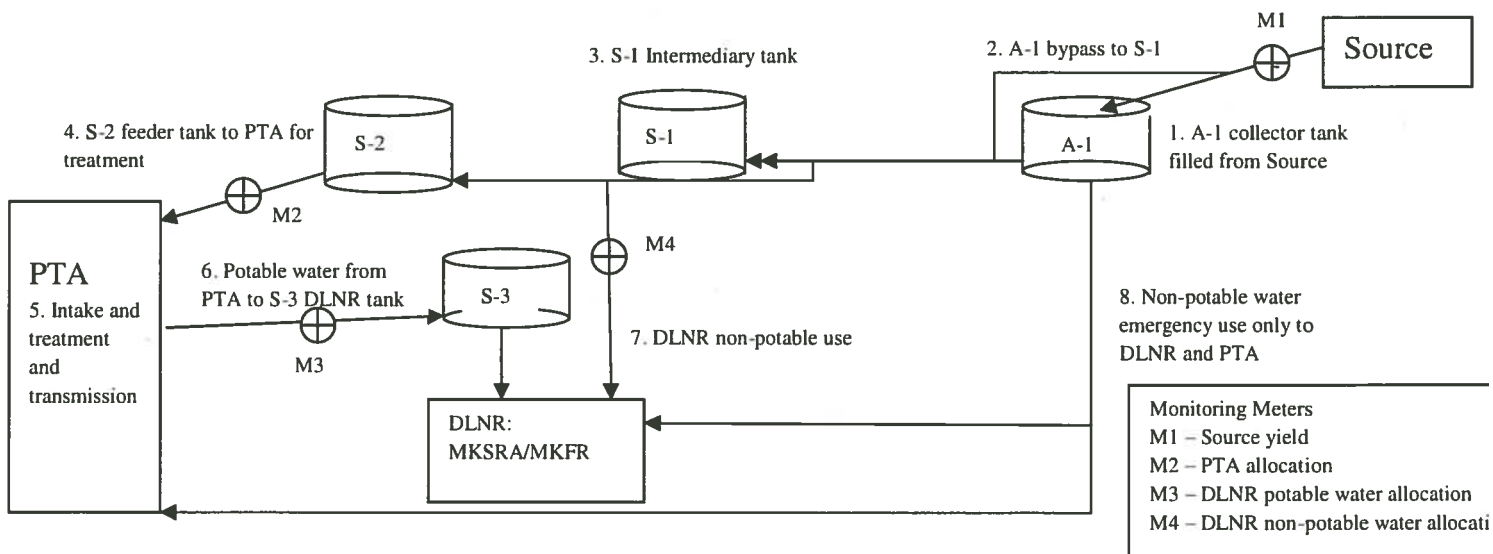


ATTACHMENT 1 – Mauna Kea State Recreation Area Layout

MKSRA water system layout



water storage tanks detail



ATTACHMENT 1 – Mauna Kea State Recreation Area Layout

The water storage tanks of the water system



Photos of main feed storage tank and overflow tanks connected in sequence



ATTACHMENT 1 – Mauna Kea State Recreation Area Layout

The spring sources in relation to the storage tanks and park area



Storage tanks and park area

ATTACHMENT 1 – Mauna Kea State Recreation Area Layout

Photo of water line from springs to the storage tanks



Photos of spring flows through the cracks in the mountain and collection area



ATTACHMENT 2 – Mauna Kea State Recreation Facilities

Comfort station



Dining Hall



ATTACHMENT 2 – Mauna Kea State Recreation Facilities

Dining Hall kitchen



Dining Hall interior



Dining Hall restroom



ATTACHMENT 2 – Mauna Kea State Recreation Facilities

Housekeeping cabins



Cabin interior



Cabin kitchen



ATTACHMENT 2 – Mauna Kea State Recreation Facilities

Barrack cabins



Barrack interior



ATTACHMENT 2 – Mauna Kea State Recreation Facilities

Accessible cabins



Accessible cabin interior



ATTACHMENT 3

DRAFT MEMORANDUM OF AGREEMENT BETWEEN DLNR AND THE COUNTY OF HAWAII REGARDING THE TRANSFER OF PORTIONS OF MAUNA KEA STATE RECREATION AREA TO THE COUNTY.

Please note: This is a working draft submitted for information purposes only, which illustrate the issues, concerns and stipulations regarding the transfer of management, and should not be considered as the final decision and document. DLNR is still negotiating with the County of Hawaii.

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF HAWAI'I AND COUNTY OF HAWAI'I
REGARDING THE TRANSFER OF MANAGEMENT JURISDICTION OVER
THE MAUNA KEA STATE RECREATION AREA

THIS MEMORANDUM OF AGREEMENT, made and entered into on this _____ day of _____, 2014, by and between the STATE OF HAWAI'I, Board of Land and Natural Resources, by its Department of Land and Natural Resources, Chairperson William J. Aila, Jr. (hereinafter referred to collectively as the "State"), and the COUNTY OF HAWAI'I, by and through its Department of Parks and Recreation, Mayor William P. Kenoi (hereinafter referred to collectively as the "County"), for the areas generally situate at Kaohe IV, Hamakua, Island and State of Hawai'i, currently managed under jurisdiction of the State as the Mauna Kea State Recreation Area ("Mauna Kea SRA").

W I T N E S S E T H:

WHEREAS, the State of Hawai'i through its Department of Land and Natural Resources ("DLNR"), and the County of Hawai'i through its Department of Parks and Recreation ("DPR"), respectively, have a mutual interest in transferring management jurisdiction of a portion of Mauna Kea SRA from DLNR to DPR; and

WHEREAS, there is a long-recognized need to realign the agencies' respective responsibilities to enhance the outdoor experience of people who visit and utilize Mauna Kea SRA, and to facilitate greater utilization of Mauna Kea SRA; and

WHEREAS, it is essential that government make adjustments to achieve greater efficiency, user satisfaction, and fiscal management through realignment of state and county parks responsibilities; and

WHEREAS, the State Comprehensive Outdoor Recreation Plan (SCORP) describes the maintenance of existing park facilities as one of the daunting tasks that government is facing because of increased fiscal constraints and heavy use of popular recreation sites by the general public; and

WHEREAS, DLNR has acknowledged that funding shortages and competing needs have resulted in deferral of park maintenance and infrastructure improvements and reduced staffing and operating resources; and

WHEREAS, through cooperation between the State and County for the management of Mauna Kea SRA, the long-term implications of deferred maintenance, major repairs, and inadequate maintenance of this facility can be more readily addressed and continuance of such avoided; and

WHEREAS, the DLNR, Division of State Parks ("State Parks") foremost responsibilities are the protection of cultural, historical and natural resources; and ensuring public health and safety; and

WHEREAS, in 1971, Land and Water Conservation Fund resources were utilized to develop Mauna Kea SRA thus ensuring that Mauna Kea SRA is kept in outdoor recreation use; and

WHEREAS, the January 1999 Report to the Twentieth State Legislature Relating to Duplication of Government Services identified transfer of mission-compatible parks facilities as the preferred alternative to help to reduce duplication of park services between the State and counties; and

WHEREAS, the November 9, 1998 amendment to the Department of Land and Natural Resources' State Parks Mission Statement identified Mauna Kea SRA as a facility that is maintained by State Parks for the DLNR, Division of Forestry and Wildlife ("DOFAW"); and

WHEREAS, the County believes that Mauna Kea SRA is an increasingly important recreational asset due to major investments made by the state and federal governments in the reconstruction and realignment of Saddle Road (Daniel K. Inouye Highway), ; and

WHEREAS, the improvements to the Daniel K. Inouye Highway have resulted in a substantial increase of roadway use by residents and tourists alike, transforming it into an important 50-mile scenic highway unlike any other in the State and providing easier and quicker access to Mauna Kea SRA; and

WHEREAS, Mauna Kea SRA is positioned along the Daniel K. Inouye Highway between the magnificent Mauna Kea and Mauna Loa summits, and offers the only public restrooms, cabin facilities and developed recreational area anywhere from Hilo to the east, and Waikoloa and Waimea to the west, a span of more than 50 miles; and

WHEREAS, many island residents remember when Mauna Kea SRA was a highly-used recreational resource enjoyed by campers, hikers and travelers, and the County is prepared to make the necessary investments in infrastructure and maintenance, at no expense to the State, to return Mauna Kea SRA to its former role as a key outdoor recreational facility; and

WHEREAS, with the proper investment of resources the Mauna Kea SRA has the potential to be a public treasure and a place that can be accessed and enjoyed by more people than presently visit the site; and

WHEREAS, management of public parks providing camping, community gathering places and related recreational uses are core services the DPR provides to the public and that the County is in an excellent position to take advantage of its resources to reestablish Mauna Kea SRA as a prime outdoor recreational amenity; and

WHEREAS, in 2010, the County and DLNR discussed the transfer of Mauna Kea SRA to the County; and

WHEREAS, in 2011, pursuant to Senate Resolution No. 109, SD1, Session Laws of Hawaii, 2011, the State Legislature urged DLNR not to transfer Mauna Kea SRA to the County; and

WHEREAS, in 2013, the State Legislature directed DLNR to resume the transfer of Mauna Kea SRA to the County; and

WHEREAS, in 2013, the County was willing and able to assume management of operations, maintenance, and improvements to the Mauna Kea SRA without the transfer of any state personnel or positions, funding , non-permanent facilities and/or equipment; unless so determined by the State; and

WHEREAS, in 2014, DLNR, at its own expense, will improve components of the water system serving Mauna Kea SRA for the benefit of the County; and

WHEREAS, DLNR owns the land area of the water system servicing Mauna Kea SRA, and has a partnership agreement regarding maintenance of the system's source intakes and sharing the water yield with Pohakuloa Training Area, U.S. Army ("PTA") pursuant to Water Lease No. S- 3853 ("Water Lease"); and

WHEREAS, PTA and DLNR have faced diminishing yield from the water source to the extent that PTA no longer relies upon the surface yields and hauls in potable water for use on base; and

WHEREAS, in 2014, PTA and DLNR have agreed to suspend any amendments to the Water Lease and assess the future use of the surface sources; and

WHEREAS, the County acknowledges that the water system is still owned by DLNR and its use of components of the system for park purposes shall be addressed separately as PTA and DLNR determines the status and use of the water system; and

NOW, THEREFORE, it is mutually agreed by the parties as follows:

This agreement shall affect portions of Mauna Kea SRA (hereinafter "Park Site");
and.

This agreement shall affect portions of the Mauna Kea SRA water system that will be determined after DLNR and PTA conclude its assessment of the existing water system and Water Lease; and

The State shall complete its Water System improvements funded by capital improvement program funds that was planned prior to this agreement; and

The State and County hereby agree to the initiation and completion of setting aside portions of Mauna Kea SRA from the State in favor of the County for public park and recreational purposes and withdrawing these lands from the Mauna Kea Forest Reserve; and

The State and County hereby agree that the MOA is the initial step of establishing the transfer of management from the State to the County, and the County shall obtain a management right of entry to allow it to manage the Park Site during the transfer process; and

The State and County agree that the transfer of management of Mauna Kea SRA as defined in the MOA shall be in effect within 120 (one hundred twenty) consecutive days from the effective date of this agreement or sooner as mutually agreed to in writing by the State and County; and

The following stipulations and conditions shall be in effect under the management right of entry until the formal execution of the set aside to the County through Executive Order, as approved by the State and executed by the Governor:

1. The County shall manage (control, operate, take and honor reservations for, maintain, repair, enhance, etc., as appropriate) all lands and facilities identified in Attachment A (hereinafter "Park Site") including but not limited to the administration building; comfort station; seven (7) cottage style cabins; two (2) barracks style cabins; mess hall with kitchen; caretaker's cottage and storage building and related service/access roads; parking areas and roadways; and accompanying lands, etc.
2. The County shall manage and be responsible for portions of the Mauna Kea SRA water system, that will be determined in a separate agreement, tentatively identified in Attachment B (hereinafter "Park Water System") and may include the 25,000 gallon water tank (tank "S-3"), 500,000 gallon water tank (tank "S-1"), water booster pump, electrical controls and building, all appurtenant water lines and completed water system improvements, etc.
3. The State shall expedite all discussion and decisions with PTA on determining the status and use of the Water Lease which will affect the Park Water System and work with the County on the improvements to the Park Water System and the Mauna Kea SRA water system.
4. The State shall retain its ownership of the remaining portions of the water system including the Tank A-1, Tank S-2, connecting water lines, source intake water lines, and all appurtenant components in service for DLNR

facilities. The State also reserves its right to negotiate with the County on any changes that may affect its portion of the water system.

5. The County shall obtain a management right of entry approved by BLNR or designated authority, to allow the County to manage the Park Site and portions of the Water System areas prior to the transfer of these areas to the County through the set aside executed through Executive Order.
6. The County shall not cause, suffer or permit any waste, nuisance, or unlawful, improper or offensive use of the Park Site and County Water System, or any part thereof.
7. The County shall not, without the prior written consent of DLNR, cut down, remove or destroy any trees now growing at the Park Site except as may be necessary to keep said lands clear and in proper condition, and except as may be necessary to prevent interference by such trees with any building, road, waterline, power or communication line or boundary fence or barrier; and except as necessary to protect the health and safety of the public and staff
8. The County shall notify the DLNR of any proposed improvements, alterations, modifications, repairs, enhancements, etc. at the Park Site and Park Water System and seek appropriate approval from the DLNR for such except where such actions may be necessary to address immediate safety and health concerns; if BLNR approval is required, the County will provide DLNR with adequate information and time needed to prepare board submittals, and any or all proposed improvements shall commence after the appropriate BLNR approval is obtained.

9. The County will be responsible to notify DLNR regarding the closure of park facilities due to emergencies that will impact adjacent DLNR facilities.
10. The native plant arboretum established by State Parks and members of the Hawaii County communities, shall stay in its current location and will be managed by the County if this area is included in the set aside.
11. The County shall not restrict any water service to existing users and will work with the State on an equitable system in case these users will utilize potable water supplies from the County that may include the installation of sub-meters on all existing service laterals and service costs to be agreed upon by the State and County.
12. The County shall comply with all Federal and State regulations should it decide to convert the Park Water System into an activated public water system, and consult with appropriate State agencies.
13. The County shall provide for access over the Park Site and Park Water System in favor of the State DLNR Division of Forestry and Wildlife ("DOFAW"), State DLNR Division of Conservation and Resource Enforcement ("DOCARE"), and other entities as endorsed by the DLNR for access to lands, facilities and/or equipment and utilities adjacent to the Park Site.
14. The County shall provide for access over appropriate portions of the Park site in favor of the Department of Transportation and its contractors for construction of and access to its base yard facilities.
15. The State shall provide to the County all existing planning, design and construction documents (drawings, specifications, submittals, warranty documents, etc.) pertaining to the Park Site and Park Water System.

16. The State shall provide to the County all existing keys, access codes, special tools, etc. as required to effectively manage and operate the Park Site within 120 (one hundred twenty) consecutive days from the effective date of this agreement or sooner as mutually agreed to in writing by the State and County.
17. The State shall provide expeditious review of and timely responses to all County requests or proposals to improve, alter, modify, repair, or enhance the Park Site.
18. The State shall remove all State equipment, tools, materials, property, and personal effects from the Park Site within 120 (one hundred twenty) consecutive days from the effective date of this agreement or sooner as mutually agreed to in writing by the State and County.
19. The State shall complete its construction project, at no expense to the County, to install a new booster pump and related improvements to the waterline servicing the comfort station and cause its contractor to fulfill its contractual obligations including all guarantees and warranties as necessary to ensure the improvements are in full and reliable working condition
20. The State reserves the right to utilize portions of the Park Site and Park Water System including, its facilities, infrastructure, water system and resources, etc. during times of civil emergencies and natural disasters upon notification by DLNR. Emergencies shall include but not be limited to brush fire control and management and severe weather and climatic events.

21. The County shall provide access through Mauna Kea SRA for the State DLNR Division of Forestry and Wildlife and Division of Conservation and Resource Enforcement, and Department of Transportation.
22. The State and County will work together on the set aside to transfer the Park Site and the Park Water System of Mauna Kea SRA to the County under an Executive Order by the Governor of the State of Hawai'i, subject to disapproval of the state Legislature, according to section 171-11, Hawaii Revised Statutes. The County will prepare a survey map with metes and bounds to identify the areas in the Mauna Kea SRA that will be transferred to the County.
23. The County shall be responsible for all required survey work and costs in determining the final boundaries of the land to be withdrawn from the Forest Reserve and included in the set aside.
24. The State and the County shall work together on the process of requesting this public park area to be withdrawn from the Mauna Kea Forest Reserve, including notifications, hearings and processing requirements.
25. The County shall agree to indemnify and hold harmless DLNR, its officials, employees, representatives, contractors, agents, and assigns, against any claim or liability, including all loss, damages, costs, expenses, attorney's fees, and penalties, for any damage to real or personal property, or injury to or death of persons, when such damage, injury or death results from or arises out of the action or omission of the County its officials, employees, representatives, contractors, agents and/or assigns in connection with its use of and/or access over the Park Site in accordance with this agreement.

26. The State agrees to indemnify and hold harmless the County of Hawai'i, its officials, employees, representatives, contractors, agents, and assigns, against any claim or liability, including all loss, damages, costs, expenses, attorney's fees, and penalties, for any damage to real or personal property, or injury to or death of persons, when such damage, injury or death results from or arises out of the action or omission of the State of Hawai'i, its officials, employees, representatives, contractors, agents and/or assigns in connection with its use of and/or access over the Park Site in accordance with this agreement.
27. The State and County agree to work toward the processing of necessary land transaction documents to effectuate this transfer, in compliance with current State policies, regulations and requirements related to the transfer. Such documents may include Executive Order actions, subject to execution by the Governor and subject to disapproval of the State Legislature.
28. That the County understands that the Park Site is under the conversion requirement of the Land and Water Conservation Fund as administered by the National Park Service, United State Department of Interior.
29. That in the event either the State or the County seek to cancel this agreement, at any time, and return management control of the Park Site and Park Water System to the State, both parties agree to provide a minimum advance notice of 180 days in writing before terminating this agreement, and will amend this agreement to specify a timeframe for the transition back to the State, including but not limited to all appropriate records, concession agreements and allowable reimbursements upon mutual agreement.

30. That any amendment of this document shall be by concurrence by writing by the County's Mayor and DLNR's Chairperson or authorized representatives; and

NOW, THEREFORE, it is mutually agreed that subject to the foregoing statements this document provides for the transfer of management of Mauna Kea SRA from the State to the County.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day, month, and year first above written.

COUNTY OF HAWAI'I

STATE OF HAWAI'I

BOARD OF LAND AND NATURAL
RESOURCES

By _____

WILLIAM P. KENOI

Its Mayor

By _____

WILLIAM J. AILA, JR.

Its Chairperson

RECOMMEND FOR APPROVAL:

RECOMMEND FOR APPROVAL:

DEPARTMENT OF PARKS AND RECREATION

DEPARTMENT OF LAND AND
NATURAL RESOURCES
DIVISION OF PARKS

By _____ By _____

CLAYTON HONMA

DANIEL S. QUINN

Its Director

Its Administrator

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO
FORM:

By _____ By: _____

CORPORATION COUNSEL

DEPUTY ATTORNEY GENERAL

County of Hawai'i

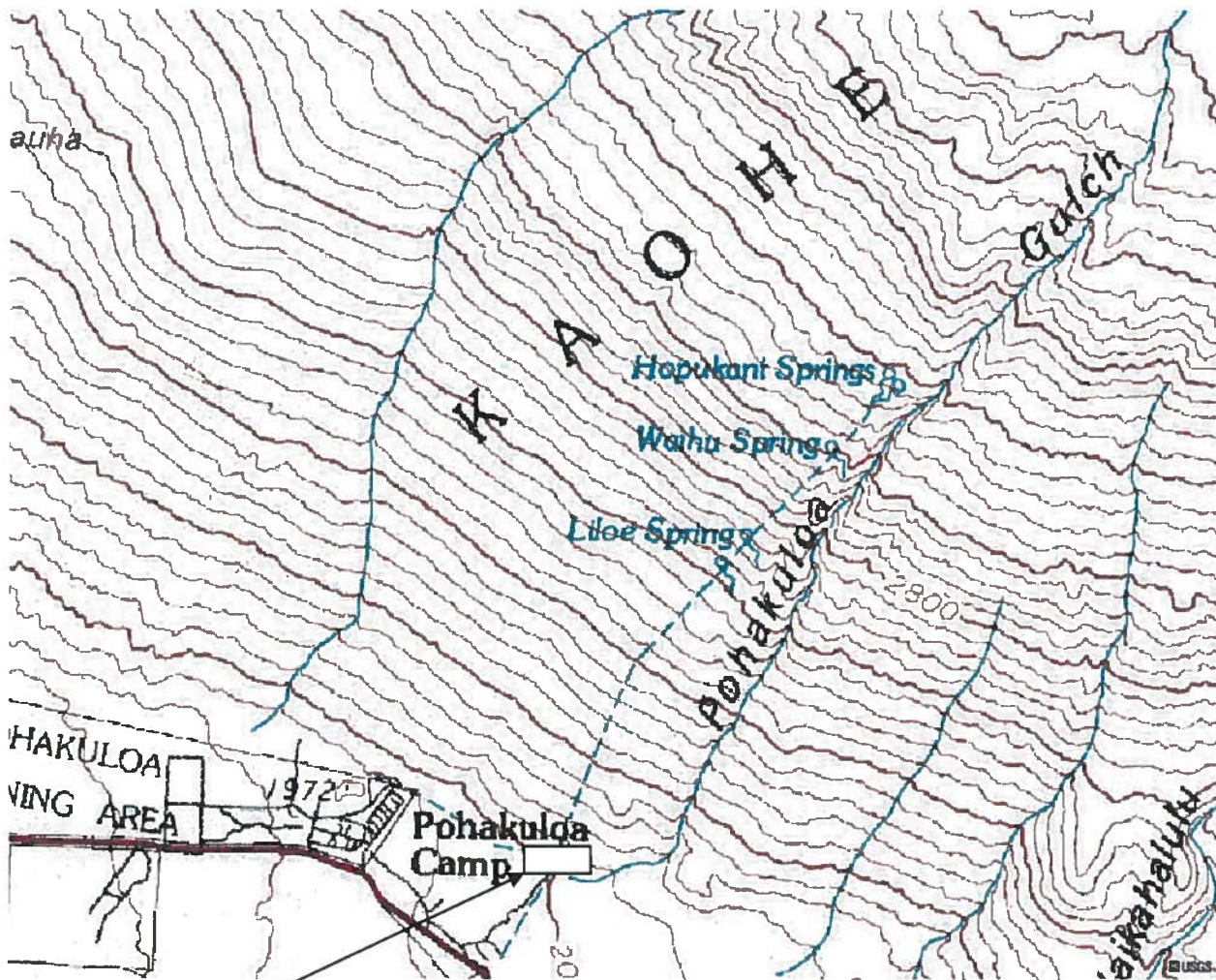
State of Hawai'i

ATTACHMENT A – PARK SITE (note – this is a draft attachment and the final version will be provided with the final MOA)

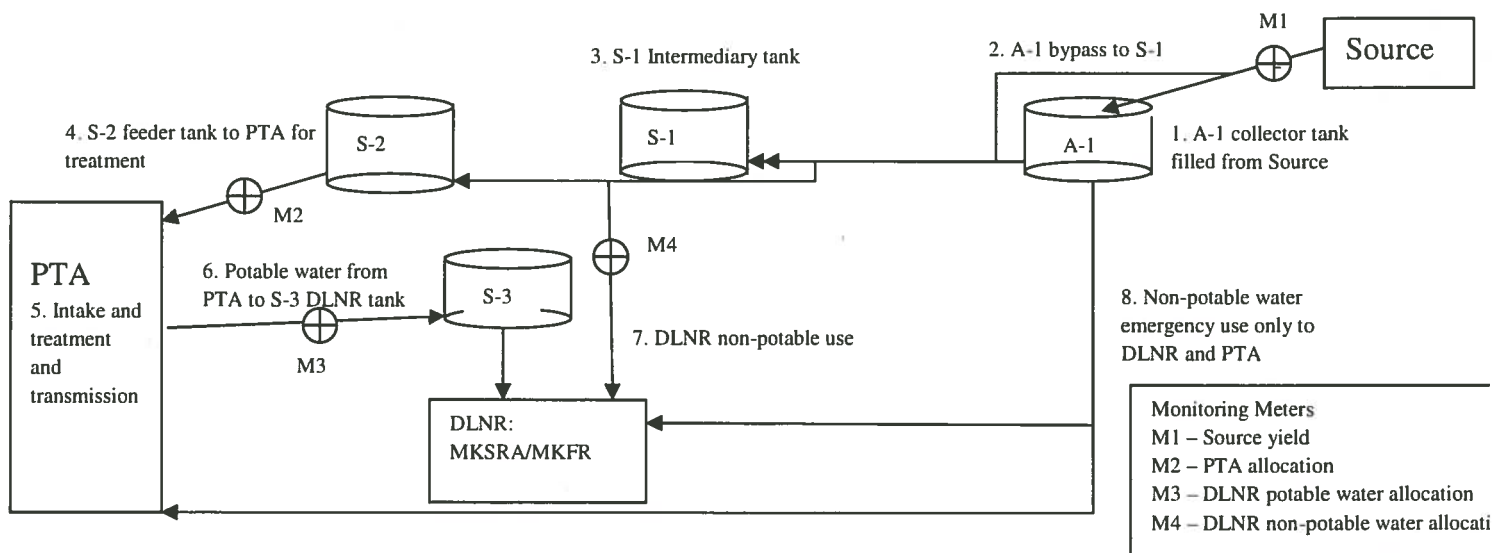
This area will not be included in the Park Site



ATTACHMENT B – PARK WATER SYSTEM (note – this is a draft attachment and the final version will be provided with the final MOA)



water storage tanks detail



ATTACHMENT B – PARK WATER SYSTEM (note – this is a draft attachment and the final version will be provided with the final MOA)

The water storage tanks of the water system



Photos of main feed storage tank and overflow tanks connected in sequence

