

MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTATION OF HAWAI‘I’S HOLOMUA MARINE INITIATIVE

This Memorandum of Understanding (MOU), effective May 7, 2025, is made and entered into by the Department of Land and Natural Resources, Division of Aquatic Resources, Hawai‘i Community Foundation, and Resources Legacy Fund. The signatories to this MOU may be referred to as Parties.

I. OBJECTIVES

By this MOU the Parties seek to accomplish the following objectives:

- 1.1. To memorialize their mutual intent and agreement to fund and implement a process to achieve the objectives of the State of Hawai‘i’s initiative to effectively manage its nearshore waters, (“ Holomua Marine Initiative”) by: strengthening measures to manage uses of nearshore waters; ensuring robust monitoring, outreach, and enforcement; and advancing strategic restoration;
- 1.2 To design and implement a transparent and highly participatory process for the development of management recommendations and community engagement in the Holomua Marine Initiative;
- 1.3 To describe the roles and responsibilities of the Parties in order to make the process transparent to the public, help ensure timely advancement of the Holomua Marine Initiative, enhance opportunities for cooperation, and avoid conflict or confusion; and
- 1.4 To reflect the commitment of the Parties to timely and effectively implement the Holomua Marine Initiative for Hawai‘i’s people and its ocean environment.

II. PARTIES

- 2.1 The Department of Land and Natural Resources (DLNR), headed by an executive Board of Land and Natural Resources, is responsible for managing, administering, and exercising control over the State of Hawai‘i’s public lands, water resources, ocean waters, navigable streams, coastal areas (except commercial harbors), minerals, and all interests therein. The Department’s jurisdiction encompasses nearly 1.3 million acres of state lands, beaches, and coastal waters as well as 750 miles of coastline. It includes state parks; historical sites; forests and forest reserves; aquatic life and its sanctuaries; public fishing areas; boating, ocean recreation, and coastal programs; wildlife and its sanctuaries; game management areas; public hunting areas; and natural area reserves.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

DLNR’s mission is to enhance, protect, conserve and manage Hawai‘i’s unique and limited natural, cultural and historic resources held in public trust for current and future generations of the people of Hawai‘i nei, and its visitors, in partnership with others from the public and private sectors.

- 2.2 The Division of Aquatic Resources (DAR) manages the State’s aquatic resources and ecosystems through programs in ecosystem management, place-based management, and fisheries management. Major program areas include projects to: protect and restore the aquatic environment; protect threatened and endangered aquatic species and their habitat; conserve and restore endemic and indigenous aquatic species and their habitat; combat the introduction of invasive species and reduce their impact on ecosystems; effectively manage fisheries; and carry out education and outreach to the public. DAR’s mission is to work with the people of Hawai‘i to manage, conserve and restore the state’s unique aquatic resources and ecosystems for present and future generations.
- 2.3 The Hawai‘i Community Foundation (HCF) is a community foundation that has served philanthropists and community across the State of Hawai‘i for over 105 years. HCF adopted the CHANGE framework to identify Hawai‘i’s strengths, gaps, and opportunities through a common set of data. By encouraging partnerships that commit to shared goals, aligned efforts and collective action, HCF is working toward a thriving Hawai‘i for all.
- 2.4 The Resources Legacy Fund (RLF) is an independent public charity that works with philanthropy and governments to promote natural resource conservation, climate resilience, and social equity. Consistent with its mission, RLF has developed and administered many strategic charitable programs to advance conservation objectives and seeks to assist the Parties by providing technical assistance with advancing marine planning goals and by increasing philanthropic funding for the Initiative.

III. RECITALS

- 3.1 The Parties previously entered into a MOU dated April 15, 2020, to advance implementation of the Holomua Marine Initiative (formerly known as the Marine 30x30 Initiative), to design and advance a transparent, participatory and inclusive process to engage communities statewide to identify and establish areas for improved management in Hawai‘i’s nearshore waters. The name of the Initiative was changed to reflect a broader set of priorities for improving management of nearshore waters, and many of the commitments and actions in the April 15, 2020 MOU have been completed. The Parties wish to continue their relationship and identify additional activities to advance the Holomua Marine Initiative as set forth in this updated MOU.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

- 3.2 Through the Holomua Marine Initiative, the State of Hawai‘i wishes to advance, and philanthropic organizations wish to contribute to, a transparent, highly participatory, and inclusive initiative to engage communities statewide to identify management improvements in Hawai‘i’s nearshore marine waters. The Initiative will support broad public participation and will incorporate expert scientific and cultural guidance to achieve its goal of restoring abundance to Hawai‘i’s nearshore waters so that the people of Hawai‘i can enjoy our coastal waters, support local livelihoods, and feed our families.
- 3.3 Hawai‘i Revised Statutes Chapter 205A calls for the protection of marine and coastal resources to assure their sustainability and requires the exercise of an overall conservation ethic and practice of stewardship in the protection, use, and development of marine and coastal resources. It further requires preservation of valuable coastal ecosystems, including reefs, of significant biological or economic importance. The statute requires coordination of the management of marine and coastal resources and activities to improve effectiveness and efficiency and directs all State of Hawai‘i agencies to enact rules consistent with its purposes.
- 3.4 Hawai‘i Revised Statutes Chapter 205A also establishes the state’s coastal zone management program, which authorizes the state’s Ocean Resource Management Plan (ORMP). The Holomua Marine Initiative has been identified as a core component of the 2020-2025 ORMP.
- 3.5 Public and private entities have donated significant time, funding and expertise to develop the Holomua Marine Initiative, including representatives from the Department of Land and Natural Resources, Division of Aquatic Resources, the Division of Conservation and Resource Enforcement, the Office of Planning, the University of Hawai‘i, the Office of Hawaiian Affairs, the National Oceanic and Atmospheric Administration, the Hawai‘i Fishermen’s Alliance for Conservation and Tradition, Kua‘āina Ulu ‘Auamo, The Nature Conservancy, Conservation International, and many others. By this agreement the Parties acknowledge those contributions and seek to build on those cooperative actions and relationships to facilitate implementation of the Holomua Marine Initiative. The Parties recognize that caring for our nearshore waters is a collective responsibility, a shared kuleana, and invite and encourage sustained engagement of these entities and others in the Holomua Marine Initiative.
- 3.6 This MOU is meant to describe and clarify roles, responsibilities, and commitments of the Parties to further implementation of the Holomua Marine Initiative, including place-based planning, pono practices, monitoring, and protection and restoration.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

IV. GENERAL AGREEMENTS

- 4.1 Given the mutual interest of the Parties in sustainable and abundant nearshore fisheries, conserving marine fish and wildlife resources, and supporting community efforts to sustain effective traditional Hawaiian stewardship practices, the Parties desire to enter into an agreement to fund and implement efforts to achieve the objectives of the Holomua Marine Initiative.
- 4.2 It is the intent of the Parties to support and encourage participation in implementation of the Holomua Marine Initiative that is as inclusive as possible, involving all willing and able federal, state, and local government agencies, as well as native Hawaiian institutions, community groups, universities, coastal businesses, conservation organizations, fishing interests, and others.
- 4.3 The Parties agree and intend that the processes used to achieve the objectives of this MOU will be transparent to the public. “Transparent” means that there will be regular opportunities for stakeholder and public input, including state parties convening publicly noticed and open meetings and incorporating public views as well as the best readily available science. “Transparent” also means that prior to meetings where state agencies make official decisions, the Department will make relevant information available to the public in a timely manner to allow for meaningful review and comment.
- 4.4 Subject to availability of funds and consistent with legal constraints on expenditures of funds, the Parties commit to designate personnel at sufficient staffing levels and expertise to accomplish those tasks to which they have committed in implementing the Holomua Marine Initiative, described below.
- 4.5 The Parties commit, consistent with their respective missions, to cooperatively identify and engage with other potential partners who will take on responsibilities for aspects of Holomua Marine Initiative implementation.
- 4.6 In addition to this MOU, the Parties understand that effective implementation of the Holomua Marine Initiative may benefit from other actions and agreements by a wide range of entities including governments at the federal and local level, community groups, fishery organizations, fishers, coastal businesses or business organizations, conservation organizations, charitable foundations and others.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

- 4.7 The Parties agree that due to their unique roles, responsibilities and involvement with the Holomua Marine Initiative, their eligibility to apply for and be awarded Pooled Fund grants and/or contracts will be handled on a case-by-case basis after consultation with the advisory committee and subject to HCF’s sole discretion and final decision-making authority.
- 4.8 The Parties agree that this MOU will remain in effect until December 31, 2030, and that it may be periodically revised or extended as agreed by the Parties via a written amendment to this MOU.
- 4.9 In addition to quarterly meetings described in Paragraph 5.1(b), the Parties agree to convene to review progress against the goals and agreements in this MOU and make any needed updates to the agreement at least once every two years following execution of this agreement.

V. DLNR AGREEMENTS

- 5.1 With available funding and consistent with its legal authorities and responsibilities, DLNR will use its best efforts to do the following:
 - a. Provide state leadership to ensure adequate funding and staffing to DAR, the Division of Boating and Ocean Recreation (DOBOR), the Division of Conservation and Resource Enforcement (DOCARE), and any other divisions or offices whose resources are required to meet the objectives of the Holomua Marine Initiative, as well as for processes required by statute or regulation to implement the Holomua Marine Initiative.
 - b. Support active engagement by and coordinate its divisions to participate in this Initiative, including:
 - (i) convening relevant divisions at least quarterly to identify needs of the Holomua Marine Initiative and collaborate on an action plan detailing the commitments and ongoing projects pertaining to the Initiative. Convenings will include DAR, DOBOR, DOCARE, The Division of Forestry and Wildlife (DOFAW), the Commission on Water Resource Management (CWRM), ‘Aha Moku Advisory Committee, and other Divisions, Commissions, and agencies as needed.
 - (ii) participating in third party independent evaluation of Holomua Marine Initiative by providing data, information, or other reasonable resources

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

necessary for an effective evaluation.

- c. Convene the Parties quarterly to discuss progress of the Holomua Marine Initiative implementation efforts. The Chair of DLNR may engage and convene representatives of public or private entities other than the Parties at these meetings to participate in the discussions. At the meetings, the Parties will report on their activities representing progress toward or impediments to effective implementation of the Initiative. DLNR will provide a physical meeting space and video conference or dial in option for the Parties and invited guests.
- d. Provide office space, telecommunications equipment and support, and general clerical support necessary to fulfill DLNR’s obligations under this MOU.

VI. DAR AGREEMENTS

- 6.1 With available funding and consistent with its legal authorities and responsibilities, DAR will use its best efforts to do the following:
 - a. Release the Holomua Strategic Guiding Document to describe the overall priorities and processes associated with the Initiative, as well as metrics by which DAR will assess its progress.
 - b. In consultation with the Parties and at the direction of DLNR, DAR commits to coordinating advancement of the Holomua Marine Initiative in a timely way, including using its best efforts to recruit, hire, and fund qualified staff and contractors to meet the objectives of the Initiative.
 - c. Engage with Counties and other agency partners regarding mauka to makai restoration and stewardship efforts that affect nearshore waters, including but not limited to the efforts in five moku (districts) being supported by University of Hawai‘i Sea Grant from 2025-2029 to develop and establish a community engagement program for each island moku to provide support and capacity for engagement and coordination regarding management of nearshore resources including but not limited to hiring staff, developing outreach materials, and attending community meetings.
- 6.2 DAR will annually provide to all Parties a written summary of activities taken to implement the Holomua Marine Initiative.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

- 6.3 DAR will complete the Maui pilot phase of the Holomua Marine Initiative. The Maui pilot will run through Spring 2025. By Spring 2025, DAR will:
- a. Convene a Navigation Team comprised of representatives from each moku who have a relationship to the ocean, including fishers, cultural practitioners, community leaders, academics, and tourism operators, to develop recommendations for nearshore marine management improvements for the Island of Maui.
 - b. Receive and respond to feedback from a scientific and cultural advisory network regarding Marine Management proposals at various scales (island, regional, community-based).
 - c. Share recommendations of the Maui Navigation Team with the broader Maui community.
 - d. Consider and incorporate Maui community feedback into a proposed rule package.
 - e. For those recommendations that do not fall under DAR jurisdiction, share the recommendations with relevant divisions and agencies.
- 6.4 Following the Maui pilot, DAR will:
- a. Advance proposed rules for public scoping and rulemaking in accordance with HAR Chapter 91.
 - b. In coordination with DLNR, collaborate with other agencies and divisions to pursue and identify funding and on-going projects to implement recommendations from Maui pilot process that fall outside DAR jurisdiction.
- 6.5 As the Holomua Marine Initiative advances, DAR will select members and maintain a scientific and cultural advisory network (Advisory Network), incorporating statewide and local expertise in nearshore marine fisheries, marine ecosystems, mauka and makai experience and knowledge as well as Native Hawaiian traditional and customary practices. The Advisory Network will review the recommendations of the Navigation Team and provide recommendations based on their area of expertise. Membership on the Advisory Network will change over time to reflect island-specific planning needs.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

- 6.6 Following the Maui pilot, the next planning phase of the Holomua Marine Initiative will take place on Hawai‘i Island, beginning in 2025, utilizing a similar process as described in Paragraph 6.5.
- 6.7 DAR will continue to co-develop and advance similar community engagement processes as described in paras 6.5 (Maui) and 6.6 (Hawai‘i), incorporating lessons learned from prior processes and regions, and adapted to each island, with the intent to carry out 12-18-month Holomua community engagement processes, followed by community feedback and administrative rulemaking for each main Hawaiian island through 2030.
- 6.8 Beginning in 2026, develop a standardized statewide monitoring plan to inform and support adaptive management in Hawai‘i’s nearshore waters.
- 6.9 DAR will support DOCARE officers, legal fellows, policy analysts, and Makai Watch coordinators on each island to increase enforcement capacity, provide education to members of the legal system, communities, and fishers.

VII. HCF AGREEMENTS

- 7.1 HCF will use its best efforts to do the following:
 - a. Maintain the field of interest pooled fund known as the Holomua Marine Initiative Pooled Fund (“Pooled Fund”) where donors from within and outside Hawai‘i can contribute to support the advancement of the Holomua Marine Initiative, including tracking and accounting for all donations.
 - b. Continue to obtain and coordinate philanthropic investments to fulfill the agreements contained in this MOU. Philanthropic funds may be used to support activities including but not limited to: scientific activities to inform management and monitoring; enhancing collective capacity in planning, mapping, outreach, education, enforcement and communications; supporting public participation and planning including engagement by community groups, networks, and conservation, cultural, and fishing organizations.
 - c. Manage and maintain an advisory committee to make recommendations to HCF leadership regarding Pooled Fund expenditures. The advisory committee will include representatives from state natural resource management agencies, philanthropic institutions with relevant Hawai‘i marine management expertise, cultural and scientific experts, and community leaders.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

- d. Dedicate senior staff to oversee the Pooled Fund and its advisory committee.
- e. Convene the Pooled Fund advisory committee quarterly and maintain records of its recommendations.
- f. Make final decisions regarding Pooled Fund expenditures, taking into consideration advisory committee recommendations.
- g. Prepare and timely provide to the Parties a description of philanthropic funds contributed to and expended from the Pooled Fund (“Funding Description”) and make that Funding Description available to the public on the HCF website.
- h. Determine a reasonable fee structure commensurate with the level of staff effort and fund oversight needed, not to exceed 15 percent of the value of total contributions to the Pooled Fund.
- i. Coordinate and manage grantmaking from the Pooled Fund, aligned with funding priorities determined in coordination with the advisory committee. Grantmaking coordination and management will include developing, distributing, and posting Holomua Marine Initiative funding opportunities and awards on the HCF Holomua Marine Initiative public webpage, ensuring due diligence is conducted on applications, and managing grantee reporting.
- j. Serve as contracting authority and manage contracts to ensure agreed deliverables are determined, adjusted as needed and agreed, and produced. When contracts are issued for a partner agency, HCF will coordinate with that agency as needed to determine and agree on specific deliverables to meet the needs of the agency in its support of the goals of the Holomua Marine Initiative.
- k. Coordinate and manage third party independent evaluation of the Holomua Marine Initiative and share evaluation results with MOU Parties and the advisory committee.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

VIII. RLF AGREEMENTS

- 8.1 RLF will use its best efforts to do the following:
- a. Assist the Parties by sharing information about marine management processes, tools, and resources
 - b. Provide technical assistance services to the Parties, including drafting documents, developing fundraising budgets, helping to develop sources of funding, and otherwise supporting the Parties to achieve milestones identified in this MOU.
 - c. Obtain philanthropic investments to fulfill the agreements contained in this MOU, directing donors to the Pooled Fund housed at the Hawai‘i Community Foundation.
 - d. Partner with HCF to coordinate events to support philanthropic fundraising for the Pooled Fund.

IX. OTHER TERMS

- 9.1 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.
- 9.2 The signatories of this MOU may extend the term and adjust tasks, deliverables, objectives, and other agreements contained in this MOU and in any appendices to this MOU by mutual consent through a written amendment to this MOU. Excepting withdrawal pursuant to Section 9.11 herein, neither this MOU nor any provision hereof may be waived, modified, amended or discharged except by an instrument in writing signed by the Parties.
- 9.3. For matters that affect the overall direction, goals, and timing of this Initiative, each Party commits to consult with the other Parties prior to making any final decision. Each Party will notify all other Parties in writing if it determines that any of the commitments made in this MOU are not likely to be met. Such notification shall be accompanied by a written proposal to address the delay or shortfall.

Memorandum of Understanding for Implementation of Hawai‘i’s Holomua Marine Initiative

- 9.4 Nothing contained in this MOU shall be construed as binding any Party to expend in any one fiscal year any sum in excess of appropriations made by Congress or the Hawai‘i Legislature for the purposes of this MOU for that fiscal year.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 Upon execution of this MOU by three or more Parties, it shall be effective as to those Parties and shall be in effect from that date through December 31, 2030, at which time the Parties will confer on necessary or appropriate revisions to the MOU and agree to an extension of the MOU.
- 9.9 Each Party accepts responsibility for any property damage, injury or death that occurs in connection with its implementation of this MOU to the extent that such damage, injury or death is caused by its own negligent acts or omissions, or willful misconduct, or the negligent acts, omissions, or willful misconduct of its officers, employees and/or agents acting within the scope of their employment, agency or official capacity, to the fullest extent permitted by law.
- 9.10 Any Party shall be entitled to withdraw from this MOU by providing a 10-day written notice to the other Parties.

Memorandum of Understanding for Implementation of Hawai'i's Holomua Marine Initiative

- 9.11 The only remedy of any Party for a breach of this MOU is withdrawal from the MOU as set forth herein. Under no circumstances shall any Party be liable to any other Party in connection with this MOU for any direct, indirect, incidental, or consequential damages or be entitled to any legal or equitable relief other than termination of this MOU.
- 9.12 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.
- 9.13 Each signatory below attests that he or she is duly authorized to execute this MOU on behalf of the Party he or she represents.

[Signatures follow on next page.]

Memorandum of Understanding for Implementation of Hawai'i's Holomua Marine Initiative

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

Signed by:



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5/19/2025

Dawn N.S. Chang
Chair, Department of Land and Natural Resources

Date

Signed by:



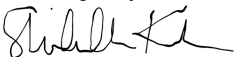
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5/14/2025

Brian Neilson
Administrator
Division of Aquatic Resources

Date

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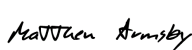
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5/13/2025

Michelle Kauhane
Senior Vice President and Chief Impact Officer
Hawai'i Community Foundation

Date

Signed by:



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5/13/2025

Matthew Armsby
Interim President
Resources Legacy Fund

Date

[Signatures continue on next page.]

Memorandum of Understanding for Implementation of Hawai'i's Holomua Marine Initiative

APPROVED AS TO FORM:

Signed by:

Miranda Steed

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Deputy Attorney General

Date: 5/30/2025