

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF HAWAII, DEPARTMENT OF  
LAND AND NATURAL RESOURCES, HALEAKALA RANCH COMPANY, AND THE SIERRA  
CLUB, MAUI GROUP FOR PUBLIC ACCESS TO HALEAKALA TRAIL

This Memorandum of Agreement, made and entered onto on this 24 day of  
February, 2020, by and between the STATE OF HAWAII, by its Board of Land and  
Natural Resources, hereinafter referred to as "DLNR", HALEAKALA RANCH COMPANY, a  
Hawaii corporation, hereinafter referred to as "HRC", and the Sierra Club, Maui Group  
and hereinafter referred to as SCM, collectively referred to as "the Parties".

WITNESSETH

WHEREAS, the historic trail known as the Haleakala Trail (Trail) is a public trail under the  
jurisdiction of the Board of Land and Natural Resources; and

WHEREAS, the Trail comprises unimproved, unencumbered state lands subject to  
regulation under chapter 13-221, Hawaii Administrative Rules (HAR); and

WHEREAS, the Trail traverses HRC property identified as Tax Map Key (2) 2-3-005:004;  
and

WHEREAS, public use of the Trail may result in persons, purposefully or inadvertently,  
entering onto HRC property; and

WHEREAS, SCM is a community-based non-profit organization that organizes and leads  
hikes for their constituents on Maui; and

NOW, THEREFORE, it is mutually agreed by the Parties hereto that:

- 1) Hikes
  - a) Shall be by reservations as provided under this agreement only, pursuant to  
chapter 13-221-4, Hawaii Administrative Rules; and
  - b) Shall be confined to pedestrian hiking only, i.e., no bicycles, skateboards,  
motorcycles, or other vehicles, or horses, pets, or other animals will be allowed,  
with the exception of animals serving disabled persons who are able to walk the  
trail with the assistance of their service animals; and
  - c) Shall be limited to not more than 20 participants, not including members of the  
Parties; and

- d) Shall be conducted on the Trail only, and not on HRC property, unless directed otherwise by a representative of HRC, or in the event of an emergency or other circumstance for safety reasons; and
- e) Shall be accompanied by a representative of one of the Parties, who will serve as the guide; and
- f) Shall be subject to this agreement and shall be in compliance with Chapter 13-221, HAR, Unencumbered Lands.

2) The Parties will:

- a) Cooperate to establish, lead, and maintain, for use by the general public, a program of guided Hikes on the Trail, consistent with the terms of this agreement; and
- b) Cooperate to establish a guide certification training module to be completed by any representatives of the Parties serving as guides; and
- c) Administer the guide certification training module to any of their representatives designated to serve as guides; and
- d) Ensure that any representatives serving as guides have satisfactorily completed the guide certification training module; and
- e) Designate certified guides to lead hikes through the reservation system; and
- f) Require that all participants in hikes have signed the Parties' trail use agreement and waiver of liability, attached herein as Exhibit A, and submit copies of those to DLNR; and
- g) Notify DLNR of any injuries, hazards, unsafe conditions, damage, disrepair, or other issues on the trail or adjacent areas that warrant attention or remedy; and
- h) Cooperate to develop a set of interpretive materials and information to be provided to participants on the Hikes.

3) SCM will:

- a) Maintain a web-based reservation system to enable the public to participate in scheduled Hikes lead by representatives of the Parties who will serve as certified guides; and
- b) Schedule a Hike on the first Saturday of each quarter, or as soon after as practicable in the case that a Hike must be cancelled for safety or other unanticipated reasons; and

- c) Schedule Hikes on additional days upon a request from one of the Parties, with the mutual agreement of the Parties. The requesting Party shall be responsible to provide a guide for the Hike; and
  - d) Designate a representative to serve as a certified guide, in coordination with the Parties, to lead two of the annual quarterly hikes, unless circumstances warrant otherwise.
- 4) HRC will:
- a) Designate a representative to serve as a certified guide, in coordination with the Parties, to lead two of the annual quarterly hikes, unless circumstances warrant otherwise; and
  - b) Assist with Hikes to provide appropriate or relevant information, guidance, routing, and direction to ensure public safety and compatible activities, including allowing participants to enter upon portions of HRC lands adjacent to the Trail, if warranted, under HRC direction.
- 5) DLNR will:
- a) Make reasonable efforts to limit public use of the trail to the visiting hours provided by the Hikes conducted under this agreement, including through the exercise of authorities provided under Section 13-122-4, HAR; and
  - b) Provide technical assistance, interpretive materials, and signage, as may be appropriate, for use on the trail or Hikes; and
  - c) Assist with Hikes to provide appropriate or relevant information, guidance, and direction to ensure public safety and compatible activities.

This Memorandum of Agreement may be amended by mutual agreement of the Parties, or terminated by any of the Parties upon 60-days-notice to the Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date first above written.

HALEAKALA RANCH COMPANY

By: Don Y...

Title: President

SIERRA CLUB HAWAII, MAUI GROUP

By: Rob Wetts

Title: Chairperson, Sierra Club  
Maui Group

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL  
RESOURCES

By: Suzanne D. Case

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Chairperson, Board of Land and Natural  
Resources

APPROVED AS TO FORM:



Deputy Attorney General William J. Wynnhoff