

A Mo'olelo

The land of Kane, O Wahi pana O Makua, sacred land of our Parents lives!

Kane is the life giver, the leading god of Wai'anae of old. He is the creator whose spiritual presence encircles the land from heaven to earth, from mountain into the sea. E ho'oulu ana i kini o ke akua, ka lehu o ke akua, ka mano o ke akua. (Invoke we now, the forty thousand gods, the four hundred thousand gods, the four thousand gods.) When one speaks of Kane, it springs life -

Kane'ilio, the protector and guardian

Kaneana, the womb of creation

Kane'aki, the healer

Kaneikapualena, the life giving sun -

While there are thousands of life giving forces of Kane within the moku of Wai'anae, we share these few.

La'ila'i, progenitor of the Kanaka Maoli came from Po to exist in the land of Makua, land of plenty, ensuring that her children would grow strong.

Ukanipo was dedicated to the sounds of birthing, announcing the passage into life.

Makua symbolizes the circle of life. It became and continues to be the home and kula'iwi, ancestral burial ground, of our people. For thousands of years this is the home of the Kanaka Maoli.

This is only a shadow of the mo'olelo the story of our Kupuka'aina the children of this land. The life of our people exists in the care of the 'aina. Our story must be told.

A Vison Statement

We all have a unique and historic opportunity to enhance the recognition and perpetuation of the culture indigenous to the Hawaiian islands, existing nowhere else in the world. Kane i ka wai ola, *the water of Kane lives*, and so does his people. Today we live intimately connected with the land, sea, kupuna (ancestors), and akua (gods). Makua is a cultural and spiritual 'aina where traditional cultural and spiritual customs, beliefs, and practices of the Hawaiian people must take firm root and flourish. We continue our work for the restoration and return of our sacred 'aina of Kane to the Kanaka Maoli, and the Hawaiian Kingdom.

*Me he alo ala o ka wai
Ka makolu o ka wai apo lani
Ka walu o na lani ka Ao no a
Ka lapa ka 'ena ku moku.*

"As if the flow of water,
From triple streams of heavenly showers,
So the sacred Ao of the eight heavens,
Whose flames have scorched the land.

*A hiki mai ke aloha
A e pono mai ana
Ke kaheka kai kapu a Kane
Ka mole ke aa o ka 'Aina*

Should our hearts love be restored,
And "our rights" be ours once more,
Then will our loved shoals of Kane,
Be the firm foundation of the Land."

- written by Queen Liliuokalani

**PROGRAMMATIC AGREEMENT
AMONG THE 25TH INFANTRY DIVISION (LIGHT) AND THE UNITED STATES ARMY
HAWAII, THE UKANIPO HEIAU ADVISORY COUNCIL O WAHIPANA O MAKUA, AND
THE HAWAII STATE HISTORIC PRESERVATION OFFICER, FOR SECTION 106
RESPONSIBILITIES FOR THE ABORIGINAL HAWAIIAN USE OF UKANIPO HEIAU
COMPLEX AT MAKUA MILITARY RESERVATION**

WHEREAS, the 25th Infantry Division (Light) and United States Army, Hawaii (Installation) currently controls the Makua Military Reservation (MMR); and

WHEREAS, the Installation has determined that the Ukanipo Heiau Complex, as a part of O Wahipana O Makua (sacred lands), is covered by the American Indian Religious Freedom Act (P.L 95-341; 42 USC §1996) and the Installation has recognized the Ukanipo Heiau Advisory Council O Wahipana O Makua, as *na kupu`o ka`aina O Wai`anae* and *na po`e kanaka hawai`i* (aboriginal Hawaiians), as agents for implementation of religious access under that Act; and

WHEREAS, the Installation has determined that the aboriginal Hawaiian use of the Ukanipo Heiau Complex may have an effect upon this property that has been included in the U.S. National Register of Historic Places, and has consulted with the Advisory Council on Historic Preservation (ACHP) and the Hawaii State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 implementing Section 106 of the National Historic Preservation Act (16 USC. §470f), and Army Regulation 200-4 (AR 200-4); and

WHEREAS, the Installation proposes to administer its Section 106 responsibilities for the Ukanipo Heiau Complex (Figure 1) at MMR, authorized by the National Historic Preservation Act of 1966, as amended (16 USC § 470); and

WHEREAS, the Council as well as other aboriginal Hawaiian groups have been consulted on the drafting of this Programmatic Agreement and have assisted in its development; and

NOW, THEREFORE, the Installation, the SHPO, and the Council agree that the Ukanipo Heiau Complex shall be administered in accordance with the following stipulations to satisfy the Installation's Section 106 responsibility for all individual aspects of the preservation of that site.

Stipulations

The Installation acknowledges that the lands of the MMR lie within O Wahipana O Makua which aboriginal Hawaiians believe are sacred lands identified as a place of creation for *na kupu`o ka`aina O Wai`anae* and *na po`e kanaka hawai`i*, or aboriginal Hawaiians. Furthermore, the Installation acknowledges that *na kupu`o ka`aina O Wai`anae* and *na po`e kanaka hawai`i* have a long history of caring for areas of the MMR and associated lands outside of the MMR boundaries. Finally, the Installation acknowledges that *na kupu`o ka`aina O Wai`anae* and *na po`e kanaka hawai`i* have spiritual, traditional, and cultural interests in the entire MMR.

The terms defined in Appendix A are applicable throughout this Agreement.

1. **The Installation, the SHPO, and the Council** agree to work together in good faith on all aspects of

the preservation of the Ukanipo Heiau Complex. All parties will participate in all actions regarding the preservation of the Ukanipo Heiau Complex, while some parties will take the lead in certain of those actions, as described herein.

2. **The Installation Commander** shall be responsible for ensuring that specific measures are carried out. These measures include, but are not necessarily limited to, the following:

a. Recognition of the Council as stewards of the Ukanipo Heiau Complex.

(1) With the execution of this Agreement, the Installation Commander shall recognize the Council as stewards of the Ukanipo Heiau Complex. The Installation shall ensure that the Council has the opportunity to review all documents and undertakings carried out in accordance with this Agreement.

(2) The Installation shall delegate responsibility and authority to the Council as stewards for aspects of maintenance of the site area, control of site access and site protocols, methods to be used for site rehabilitation, design of site landscaping plan and development of consultation procedures for the Ukanipo Heiau Complex issues. These responsibilities shall be delegated in consultation with the Council and will be described in detail below and in the Site Management Plan.

(3) The Installation shall retain responsibility for certain aspects of the preservation and maintenance of the Ukanipo Heiau Complex, including, but not limited to, the following:

- (a) Some aspects of site maintenance
- (b) Removal and disposal of unexploded ordnance
- (c) Aid in the removal and disposal of dead trees and other debris
- (d) Determination of physical boundaries of the Ukanipo Heiau Complex

The Installation shall carry out these responsibilities in consultation with the Council. Retained responsibilities will be described in detail herein in Stipulation 2(d) and in the Site Management Plan.

b. Site Access. The Installation shall guarantee the Council reasonable access to the Ukanipo Heiau Complex through the gate along Farrington Highway and the MMR Range Operations Office. Reasonable access will be based on military activities, site safety and timely notification of the request to enter to the DPW, Environmental Conservation/Cultural Resources Office. The MMR Range Operations Office will provide a registration log for personnel entering the site.

c. Site Management Plan. The Installation shall develop a Site Management Plan (SMP) for the Ukanipo Heiau Complex within twelve months of executing this Agreement.

(1) The SMP shall be based on recommendations from the Council and shall contain, but not be limited to, the standards and subject matter outlined in Appendix B. The Installation shall ensure that the SMP is developed in consultation with the Council and the SHPO.

(2) The Installation shall provide all maps, survey reports, aerial photographs and other survey documentation to the Council that are necessary for consultation on the development of the SMP.

(3) The Installation shall provide a complete draft of the SMP to the SHPO, and the Council for review and concurrence. Disagreements or questions about the draft SMP will be resolved through consultation among the parties.

(4) Upon acceptance of the SMP by the SHPO, and the Council, the Installation shall finalize and implement it in cooperation with the State of Hawai'i and the Council to satisfy the requirements of 36 CFR Part 800.

(5) The Installation shall prepare an annual report on the implementation of the SMP by the Installation, and provide a copy to the SHPO, and the Council for review, comment, and consultation as needed.

d. Site Maintenance. The Installation shall ensure that the initial maintenance and site preparation of the Ukanipo Heiau Complex is in accordance with the landscaping and site stabilization plans contained in the SMP. These responsibilities will include but not be limited to the following:

(1) The Installation shall provide personnel and/or volunteers to aid the Council in the removal of dead trees and unwanted vegetation from the site area. The exact method of removal shall be covered in the site management plan and shall follow cultural protocols.

(2) The Installation, through the Army Natural Resources Center of the Environmental Division, Directorate of Public Works, shall provide technical advice to the Council regarding appropriate native and Polynesian introduced species that are suitable to the environment surrounding the Ukanipo Heiau Complex. They shall also provide advice to minimize and reverse erosional processes that have begun to impact O Wahipana O Makua.

(3) The Installation shall provide personnel and/or volunteers to work with Council members to ensure that the stone structures within the Ukanipo Heiau Site Complex are stabilized, so that future wall collapse will be unlikely.

(4) The Installation shall provide fencing materials once access boundaries has been determined. The Installation shall provide personnel and/or volunteers to help Council members erect an appropriate fence along the boundaries.

(5) The Installation, through the Directorate of Public Works, and in consultation with the Council, shall provide a permanent potable water source for use at the Ukanipo Heiau Complex and toilet facilities during rehabilitation of the heiau.

(6) The Installation shall keep regularly accessed site areas free of grass through the existing range grass cutting contract.

(7) The Installation Safety Office shall serve as final arbiter for all safety issues.

e. Archeological Surveys. The Installation shall, as the opportunity arises and subject to the availability of funds, clear additional areas of MMR associated with the Ukanipo Site Complex of ordnance and survey the areas for related archaeological sites after consultation with the Council. The survey shall be done in a manner consistent with the *Secretary of the Interior's Standards and Guidelines for Identification* (48 FR 44720-23) and taking into account the National Park Service publication *The Archaeological Survey: Methods and Uses* (1978; Government Printing Office stock # 024-016-00091). The Installation shall evaluate properties identified through the survey in accordance with 36 CFR Part 800. If the survey results in the identification of properties that are eligible for inclusion in the National Register for Historic Places, the Installation shall comply with 36 CFR Part 800.

f. Reports. The Installation shall provide all draft and final reports resulting from actions pursuant to this Agreement to the SHPO and the Council for comments and files. The Installation shall ensure that all such reports are responsive to contemporary professional standards.

3. **The Ukanipo Heiau Advisory Council O Wahipana O Makua** shall be responsible for ensuring specific measures are carried out. These measures include, but are not necessarily limited to the following:

a. Recognition of the Council as stewards of the Ukanipo Heiau Complex.

(1) With the execution of this Agreement, the Council shall assume responsibilities as stewards of the Ukanipo Heiau Complex. The Council shall review all documents and undertakings carried out in accordance with this Agreement.

(2) The Council shall be responsible for aspects of maintenance of the site area, control of site access and all cultural protocols, methods to be used for site rehabilitation and design of a site-landscaping plan for the Ukanipo Heiau Complex. These responsibilities shall be described in detail below and in the SMP.

(3) The Council shall act as stewards of the Ukanipo Heiau Site for the length of this Agreement and sign a curatorship agreement with State of Hawai'i. This shall include the following responsibilities:

- (a) Maintain the landscaping
- (b) Maintain the erosion control features
- (c) Monitor effects of use of the site
- (d) Develop interpretive and educational programs
- (e) Implement access and cultural protocols

(4) The Council shall assist in the development of consultation procedures to be followed for all aspects of the preservation of the Ukanipo Heiau Complex.

b. Site Access. The Council shall develop and implement cultural protocols for reasonable access to the Ukanipo Heiau Complex by interested individuals. Reasonable access will be based on military activities, site safety and timely notification of the request to enter to the DPW, Environmental Conservation/Cultural Resources Office. The Council shall insure that individuals visiting the Ukanipo Heiau Complex, under the auspices of the Council, will check in at the Makua Military Reservation Office before entering the site.

c. Site Management Plan.

(1) The Council shall provide goals and objectives to be used in the development of the SMP. Such goals and objectives will address but not be limited to the following issues – erosion control, landscaping, access, cultural protocols, management, interpretation, and educational use.

(2) The Council shall consult with the Installation on the development of the SMP. When the SMP is finalized, the Council shall assist in the implementation of the SMP as the responsibilities are outlined within the SMP.

(3) The Council shall provide information on the Council's implementation of the SMP to the Installation for inclusion in the Installation's annual report.

d. Site Maintenance. The Council, along with the Installation, shall ensure that the Ukanipo Heiau Complex is maintained in accordance with the landscaping and site stabilization plans contained in the SMP. These responsibilities will include but not be limited to the following:

(1) The Council shall, with personnel and/or volunteer assistance from the Installation, remove dead trees and unwanted vegetation from the site area.

(2) The Council shall, with the help of personnel from the Natural Resources Section of the Directorate of Public Works, introduce and foster appropriate native and Polynesian introduced species that are suitable to the environment surrounding the Ukanipo Heiau Complex, and minimize and reverse erosional processes that have begun to impact O Wahipana O Makua.

(3) The Council shall, with personnel and/or volunteer assistance from the Installation, stabilize the stone structures within the Ukanipo Heiau Site Complex so that future wall collapse will be unlikely.

(4) The Council shall, with personnel and/or volunteer assistance from the Installation, erect an appropriate fence along the boundaries. The Installation shall also provide the fencing material as noted in stipulation 2(d)(4).

4. **The Hawai'i State Historic Preservation Officer** shall be responsible for ensuring that specific measures are carried out. As part of the established responsibilities of the SHPO, these measures include, but are not necessarily limited to the following:

a. Serve in a technical assistance capacity on all aspects of the preservation of the Ukanipo Heiau Complex and associated sites.

b. Act as a conduit for other Hawai'i State agencies that may need to participate in any capacity in the preservation of the Ukanipo Heiau Complex and associated sites.

c. Provide project oversight through document review and Section 106 consultation.

d. Attend meetings and fulfill a review capacity.

5. All parties to this Agreement shall consult annually to review implementation of its terms and determine whether any revisions are needed. Any necessary revision will be made in accordance with 36 CFR Part 800.

6. Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800 to consider such amendment.

7. Any party to the Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that could avoid termination. In the event of termination, the Installation will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.

8. Dispute Resolutions under this Agreement shall include, but not be limited to the following:

a. Should any signatory to this Agreement object to any action carried out or proposed by the Installation with respect to implementation of this Agreement, the Installation Commander shall consult with the objecting party to resolve the objection. If the objection cannot be resolved through consultation, the Installation shall forward, by certified mail, all documentation relevant to the dispute to the Advisory Council on Historic Preservation. Within 30 calendar days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

(1) Advise the Installation that the ACHP concurs in the Installation's proposed final decision, whereupon the Installation will respond to the objection accordingly.

(2) Provide the Installation with recommendation, which the Installation shall take into account in reaching a final decision regarding its response to the objection; or

(3) Notify the Installation that the ACHP will comment pursuant to 36 CFR Part 800, and proceed to comment, the resulting comment shall be taken into account by the Installation in accordance with 36 CFR Part 800 and Section 110 of the National Historic Preservation Act of 1966, as amended.

b. Should the ACHP not exercise on the above options within 30 days after receipt of all pertinent documentation, the Installation shall assume that the ACHP has concurred with its proposed response to the objection.

c. The Installation shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the Installation responsibility to carry out all actions under this Agreement that are not subject of the objection shall remain unchanged.

d. Should any objection pertaining to this Agreement be raised at any time by a member of the public, the Installation shall notify the parties to this Agreement and take the objection into account. Consultation shall be completed following concurrence by the parties to this Agreement.

9. This Agreement shall take effect on the date it is signed by the last signatory and shall remain in effect in perpetuity or until such time as it expires per the termination procedures found in Stipulation 7.

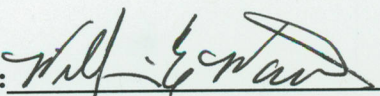
10. The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the Installation's ability to implement the stipulations of this Agreement, the Installation will consult in accordance with the amendment and termination procedures found at Stipulations 6 and 7 of this Agreement.

11. The Installation Commander shall ensure that the terms of this Agreement apply to all tenants and tenant activities on the installation. The Installation shall inform tenants of any restrictions or responsibilities placed on them under this Agreement and the SMP.

12. In the event the Installation does not carry out the terms of this Agreement, the Installation will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Programmatic Agreement.

Execution of this Programmatic Agreement by the Installation, the Hawai'i State Historic Preservation Officer, the Advisory Council on Historic Preservation and the Ukanipo Heiau Advisory Council O Wahipana O Makua and implementation of its terms, is evidence that the Installation has afforded the Council an opportunity to comment on the preservation of Ukanipo Heiau Complex and its effects on historic properties, and that the Installation has taken into account the effects of the undertaking on historic properties.

25th INFANTRY DIVISION (LIGHT) AND UNITED STATES ARMY HAWAII

By:  Date: 10/12/00

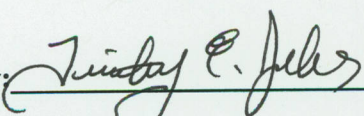
William E. Ward
Major General, U. S. Army
Commanding General

UKANIPO HEIAU ADVISORY COUNCIL O WAHIPANA O MAKUA

By:  Date: 10/12/00

Nalani Tavares
Community Liaison

HAWAII STATE HISTORIC PRESERVATION OFFICER

By:  Date: 10/12/00

Timothy Johns
State Historic Preservation Officer

APPENDIX A

DEFINITION OF TERMS

ACHP	Advisory Council on Historic Preservation
Agreement	The present Programmatic Agreement
Council	<i>Ukanipo Heiau Advisory Council O Wahipana O Makua</i>
CFR	Code of Federal Regulations, the rules made by federal agencies to implement federal laws, as directed by Congress.
<i>heiau</i>	A traditional Hawaiian place for religious worship, spiritual, and cultural practices.
ICRMP	Integrated Cultural Resource Management Plan
Installation	The 25 th Infantry Division Light and United States Army, Hawai'i
Installation Commander	Commanding General of the 25 th Infantry Division Light and United States Army, Hawaii
<i>Kanaka maoli</i>	
<i>mana'o</i>	Extremely, strongly, held belief.
<i>na kupu 'o ka'aina O Wai'anae</i>	Offshoots of the land of Wai'anae
<i>na po 'e kanaka hawai'i</i>	Aboriginal Hawaiians
MMR	Makua Military Reservation
O Wahipana O Makua	Sacred lands, identified as the place of creation for <i>na kupu 'o ka'aina O Wai'anae</i>
P.L	Public law
Preservation	To keep alive or existing. Part of the purpose of the National Historic Preservation Act of 1966 states that "the historical and cultural foundations of the Nation should be preserved as a living part of our

community life . . .” [16 U.S.C. 470(1)(b)(2)]

SHPO

State Historic Preservation Officer

SMP

Site Management Plan

USC

United States Code consists of the laws passed by Congress

APPENDIX B

STANDARDS AND GUIDELINES FOR THE DEVELOPMENT OF A SITE MANAGEMENT PLAN FOR THE UKANIPO HEIAU COMPLEX

The Site Management Plan (SMP) for the Ukanipo Heiau Complex shall be prepared in accordance with the following guidelines.

1. The SMP will be prepared by or under the supervision of an individual who meets the professional standards for an archaeologist in the *Secretary of the Interior's Professional Qualifications Standards* (48 FR 44738-9) and Department of the Army Regulation 200-4.
2. The SMP will be prepared with reference to the *Secretary of the Interior's Standards and Guidelines for Preservation Planning* (48 FR 44716-20), and the Makua Chapter in the ICRMP for the Oahu Training Ranges (1998).
3. The essential purpose of the SMP will be to establish processes for integrating the preservation and aboriginal cultural use of the Ukanipo Heiau Complex with the mission and purpose of the Installation and its Makua Military Reservation in a manner appropriate to the nature of the historic properties involved, the nature of the Makua Military Reservation, and the nature of the Installation's mission, programs, and planning processes.
4. The SMP will include the following:
 - A. Goals and Objectives
 - B. Historic Property Description
 - C. Land Uses, Potential Threats, and Regulated Activities
 - D. Recognition of Aboriginal Hawaiian Cultural Practices
 - E. Management Strategy
 - F. Compliance Requirements
 - G. Bibliography

APPENDIX C

**Aboriginal Hawaiian groups and individuals represented on the Ukanipo Heiau Advisory Council
O Wahipana O Makua include, but are not limited to the following:**

Kupu `o ka `aina O Wai`anae

Ka Ohana Aila

Sharon Akana

Phyllis "Coochie" Cayan

Clarence DeLude

Glen Kila

Ka Ohana Maia Kapuwailani

Malama Makua

Ka Ohana Mole

Ka Ohana Poe

Ka Ohana Rodrigues

The above referenced individuals and groups have been consulted and agree with the Programmatic Agreement. However, our *mana`o* is unified in opposition to continued military use of *O Wahipana O Makua* which includes Makua, Kahanahaiki, and Koi`ahi Valleys.