

FINAL

U.S. Army Garrison Hawaii
Native American Graves Protection and Repatriation Act
Comprehensive Agreement
for Native Hawaiian Human Remains or Cultural Items
Discovered or Excavated on Federal Lands at
Dillingham Military Reservation

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U.S. Army Garrison Hawaii
Native American Graves Protection and Repatriation Act
Comprehensive Agreement for Native Hawaiian Human Remains or Cultural Items
Discovered or Excavated on Federal Lands at Dillingham Military Reservation

This comprehensive agreement (CA) was developed in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA; 25 U.S.C. 3001 et seq) and its implementing regulations (43 CFR Part 10). This CA is intended to cover all land managing activities on federal land at Dillingham Military Reservation (DMR), including those activities conducted by the State of Hawai'i Department of Transportation Airports Division (HDOT-A) and their tenants (Lease No. DACA84-1-24-0025).

Appropriate official

The Commander of U.S. Army Garrison (USAG) Hawaii is the federal agency official responsible for compliance with NAGPRA. The Garrison Commander may choose to delegate duties associated with NAGPRA compliance to the USAG Hawaii Cultural Resources Manager (CRM) in order to ensure operational implementation of the NAGPRA regulations at 43 CFR Part 10 Subpart B. The CRM is responsible for implementing the terms of this CA and for advising the Garrison Commander on related NAGPRA compliance issues.

Description

This CA encompasses all of DMR, including portions of the ahupua'a of Ka'ena, Keālia, Kawaihāpai, and Mokulē'ia; Island of O'ahu; Hawai'i and includes lands leased to the HDOT-A (Appendix A: Figures 1-2).

A portion of DMR, described as approximately 87 acres previously ceded to the federal government by the Territory of Hawaii, will be returned to the State in accordance with the 1991 National Defense Authorization Act, Public Law 101-510, 104 Stat 1796 Section 2831 (Appendix A: Figure 2). The timeframe for return of the parcel is unknown. When that parcel is returned to the State, USAG Hawaii will revisit this CA to determine if it is appropriate for the parcel to remain part of this CA, consistent with the NAGPRA regulations. Any NAGPRA cultural items recovered from the 87-acre parcel that may have been reinterred at a designated cemetery on Army land after disposition pursuant to this NAGPRA CA shall remain in the designated cemetery.

Consultation

This CA was developed in consultation with the lineal descendants, 'ohana, and Native Hawaiian organizations (NHOs) listed in Appendix B. Consent by a majority of the consulting parties is evidenced by the consultation record in Appendix B or by their signature on this CA.

Plan of Action

A. Definitions

The terminology used throughout this CA will adhere to the definitions provided below and in 43 CFR § 10.2, as applicable.

1. Iwi kūpuna: Native Hawaiian human remains.
2. Cultural items: a funerary object, sacred object, or object of cultural patrimony according to the traditional knowledge of a lineal descendant, 'ohana, or NHO.
3. Kanaka Maoli: indigenous Hawaiian person; a term to describe a familial connection with the land, inherent to the identity of the indigenous Hawaiian people. For the purposes of this agreement, the term is used to include consulting parties who may also identify as a representative of a Native Hawaiian organization or 'ohana.

B. Initial Assessment of Discoveries and Notification

USAG Hawaii shall use the following procedures in the event potential iwi kūpuna and/or cultural items are discovered during land management activities:

1. Any suspected human remains will immediately be shielded from exposure to sunlight, ideally covered with clean muslin or similar breathable fabric.
2. All activities that have the potential to further disturb the discovery shall immediately halt within 30 meters of the discovery. The distance may be appropriately increased or decreased by the CRM based on topography, soil type, previous archaeological work, previous disturbance, and any other factors which may provide insight into the extent of the discovery area.
3. The project proponent shall protect the area and notify the CRM with pertinent details as soon as possible on the same day as the discovery. The CRM, or his/her designee, will inspect the discovery location as soon as possible, no later than 24 hours from notification.
4. If the CRM determines that the discovery does not involve human remains or cultural items, the CRM shall provide written authorization for ground-disturbing activities to resume in the vicinity of the discovery following documentation in accordance with any applicable permits, project specific archaeological work plans, and guidance provided by the CRM.

5. Upon the CRM confirmation of any human remains, the CRM shall report the discovery to the U.S. Army Criminal Investigative Division (CID) and provide notice of the discovery and work stoppage to the Garrison Commander and applicable project proponents.
6. If the U.S. Army CID determines the iwi kūpuna are not part of a modern crime scene, the CRM shall notify Kanaka Maoli consulting parties and, where appropriate, the Hawai'i State Historic Preservation Officer (SHPO) and State Historic Preservation Division Oahu Burial Sites Specialist, including the History and Culture Branch Chief, by email or telephone of the discovery of iwi kūpuna no later than the next business day after the U.S. Army CID determination. Notification shall include a summary of the discovery circumstances, context, material, any potential threats to the discovery, protection measures, and a map of the discovery location.
7. If the preliminary assessment is inconclusive as to cultural affiliation of the human remains, the preponderance of evidence will be evaluated, and in the absence of conflicting information, the remains will be presumed to be iwi kūpuna.
8. For each discovery, the CRM shall offer to coordinate a site visit for Kanaka Maoli consulting parties within seven (7) calendar days after notification for Kanaka Maoli consulting parties to conduct cultural protocols, such as pule (prayers) and ho'okupu (offerings), to the extent feasible and following applicable safety requirements.
9. Immediately following notification of the discovery to Kanaka Maoli consulting parties, the CRM will notify the Office of Army Cemeteries (OAC) and request consideration of preservation-in-place as a potential option. The CRM will follow Section F (below) to determine if preservation-in-place is feasible and appropriate and to obtain the necessary approvals. Plans for recovery and disposition will begin immediately if a determination that preservation-in-place is not feasible or appropriate, or if the necessary approvals cannot be obtained.
10. Activities may resume after receipt of a written (including email) authorization from the CRM to the applicable project proponents. The authorization may include additional instructions or stipulations as determined during consultation and the development of a course of action.

C. Protective Measures

During work stoppage resulting from a discovery, the CRM shall ensure that USAG Hawaii or HDOT-A has physical protective measures in place or the area is otherwise guarded to prevent additional disturbance to the discovery.

1. All discovered iwi kūpuna shall be shielded from exposure to sunlight. Unless otherwise determined during consultation, clean muslin or similar breathable fabric shall be placed over the iwi kūpuna, and the original overburden material shall be placed over the fabric.
2. Measures to delineate the work stoppage area or control access may be implemented as appropriate and may include construction fencing, cones, or other barrier means as appropriate for the discovery and/or the work stoppage area.
3. The CRM may determine that overnight security personnel are necessary if the cultural items must be left in an unprotected location overnight. The project proponent (USAG Hawaii or HDOT-A) is responsible for tasking the security personnel.
4. In the case of preservation-in-place, protective measures will remain in place until the ground surface restoration is initiated.
5. In the case of recovery and disposition, protective measures will remain in place until recovery is completed.
6. Iwi kūpuna and/or cultural items recovered for disposition will be respectfully housed in a secure, climate-controlled facility at Schofield Barracks until disposition is complete (Section J).

D. Documentation and Analysis

1. Documentation and analysis of iwi kūpuna and cultural items shall be conducted in the original context to the extent feasible, using controlled archaeological methods as outlined below and in Appendix C, and in accordance with any applicable permits, project specific archaeological work plans, stipulations, and guidance provided by the CRM in consultation with consulting parties.

2. Photographs

- a. Investigators with U.S. Army CID may take photo documentation of iwi kūpuna, as necessary for the investigation.
- b. USAG Hawaii Cultural Resources staff may take photographs as outlined in Appendix C.

3. Locational Information

- a. GIS data shall be collected of each discovery as outlined in Appendix C and any applicable permits and project specific archaeological work plans, which may include, but is not limited to, feature and artifact points and polygons, a site boundary if applicable, and datum(s).
- b. USAG Hawaii shall incorporate the GIS data into the appropriate Army Spatial Data Standard for Facilities, Infrastructure, and Environment (SDSFIE).

4. Analysis

- a. Analysis of iwi kūpuna and cultural items may include:
 - i. Inventory and measurements of cranium, mandible, and infracranial skeleton to determine minimum number of individuals (MNI), age-at-death, stature, and sex of the individual
 - ii. Non-invasive observations of antemortem, perimortem, or postmortem trauma, health, pathology, or forensic characteristics (for example, arthritis or broken bones/mended bones, and cultural modifications)
 - iii. Estimated percentage of present remains
 - iv. Quantitative and qualitative observations of cultural items
- b. Measurements of iwi kūpuna shall be non-invasive using non-metal implements to the extent possible.
- c. All osteological analyses shall be done respectfully and in consideration of Kanaka Maoli consulting party concerns.

- d. Free, prior, and informed consent from Kanaka Maoli consulting parties will be obtained in writing prior to performing or allowing any access to or research on iwi kūpuna or cultural items beyond the above stipulated analyses.
- e. There will be no public exhibition of iwi kūpuna or cultural items.

E. Confidentiality and Reporting

1. USAG Hawaii shall protect information regarding the nature and location of any archaeological resource, including burials and cultural items, in accordance with Section 9(a) of the Archaeological Resources Protection Act and the implementing regulations at 32 CFR § 229.18.
2. Any evidence or information provided by consulting parties pursuant to NAGPRA is considered sensitive and is maintained in confidentiality by USAG Hawaii at the request of the consulting parties. Any such evidence or information provided by consulting parties is considered a privacy interest exempt from mandatory disclosure under the Freedom of Information Act pursuant to Exemption 6.
3. All reports, photographs, GIS data, and other records documenting burial information is considered “controlled unclassified information” (CUI) and shall be secured and stored at the USAG Hawaii Cultural Resources Office and protected in accordance with the Archaeological Resources Protection Act (32 CFR § 229.18). Any such information shall be exempt from public disclosure under the Freedom of Information Act Exemption 3.
4. USAG Hawaii shall ensure all NAGPRA discoveries and any resulting archaeological work or analyses are documented in a report, as outlined in Appendix C. Consulting parties will be given an opportunity to review and comment on any such report prior to finalization.
5. If there is an archaeological monitoring report associated with the discovery, a general discussion of the NAGPRA discoveries may be included, but consulting parties will be given an opportunity to review and comment on any such report prior to finalization.

6. Any publications or conference presentations involving information about iwi kūpuna or cultural items pursuant to this CA requires approval from USAG Hawaii. Consulting parties will be given an opportunity to review and comment on any such publications and presentations prior to approval by USAG Hawaii.

F. Preservation-in-place

1. USAG Hawaii acknowledges the consulting parties' preference for preservation-in-place and the desire for iwi kūpuna and cultural items to not leave the vicinity of the discovery.
2. If a consulting party would like to pursue preservation-in-place for a specific discovery location, they shall submit a written request to USAG Hawaii. The written request can be by letter or email. If the request is made during a meeting, USAG Hawaii will distribute meeting minutes (via email) detailing the request, and the consulting party will concur (via email response) on the accuracy of the meeting minutes.
3. For preservation-in-place to occur:
 - a. The Office of Army Cemeteries would need to approve an exception to Army Regulation (AR) 290-5 for each preservation-in-place location.
 - b. The project proponent would need to develop a new construction design to avoid the preservation-in-place location by an appropriate distance for approval by USAG Hawaii in consultation with consulting parties.
 - c. The Garrison Commander would need to approve the plan to preserve-in-place.
 - d. The new design would have to be approved through the site approval and National Environmental Policy Act (NEPA) review processes.
4. If preservation-in-place is requested, determined possible, and the necessary approvals are obtained, USAG Hawaii shall ensure the following:
 - a. Metal markers are set above the discovery location to enable identification of the precise location with a metal detector for avoidance during future work in

- the area. Markers shall be inconspicuous, installed very shallow or flush with the ground.
- b. Contact information for the USAG Hawaii Cultural Resources Office and unique identification numbers are indicated on the markers for reference.
 - c. The ground surface is restored, and the vegetation is rehabilitated as necessary and appropriate.
 - d. The location is added to the schedule for condition monitoring performed by the USAG Hawaii Cultural Resources Office.
 - e. The project proponent is responsible for the costs of marking and restoring the preservation-in-place location.
- 5. The appropriate burial container, if any, will be determined during consultation and obtained by the project proponent at a reasonable cost. If the preferred container is unavailable or unreasonable to acquire, USAG Hawaii will identify an appropriate alternative in consultation with consulting parties.
 - 6. Any landscaping and maintenance of preservation-in-place locations, beyond the stipulations in Section F.4. above, will be determined during consultation on a case-by-case basis.
 - 7. The Kanaka Maoli consulting parties will take the lead on conducting any required cultural protocols, in accordance with their traditions, prior to ground surface restoration. USAG Hawaii shall provide access to the location. The consulting parties may request USAG Hawaii provide materials needed by the consulting parties to facilitate preservation-in-place. USAG Hawaii will explore options to acquire the requested material but cannot guarantee their acquisition.
 - 8. The Kanaka Maoli consulting parties shall have access to the preservation-in-place location for visitation and religious and ceremonial uses, subject to any use restrictions, safety limitations, existing rights of way, leases, easements, or accessibility issues relating to the Army installation. Access is subject to USAG Hawaii approval, which shall not be unreasonably withheld.

G. Recovery

1. Army regulations and guidance favor recovery and disposition with the potential for reburial at a designated cemetery on lands under the jurisdiction of the U.S. Army. Recovery and disposition is the anticipated course of action for the majority of discoveries.
2. If preservation-in-place is not feasible or not approved, intentional excavation of iwi kūpuna or cultural items shall occur.
3. Excavation will be conducted in accordance with standard, controlled archaeological methods as specified in Appendix C, any applicable permits, project specific archaeological work plans, stipulations, and any guidance provided by the CRM in consultation with consulting parties.
4. Intentionally excavated iwi kūpuna or cultural items shall be disposed to the appropriate claimant pursuant to the NAGPRA process for disposition at 43 CFR § 10.7.
 - a. After issuance of a written disposition statement, USAG Hawaii will consult on the custody and physical transfer of the iwi kūpuna or cultural items.
 - i. The claimant may request physical transfer to them or they may request reburial (Section H) on lands under the jurisdiction of the U.S. Army.
 - ii. Any physical transfer of iwi kūpuna or cultural items will be documented in writing with verification of receipt of the items or remains by the claimant (Appendix D).
5. The project proponent will be financially responsible for the cost of recovery and any resulting reports.

H. Reburial

1. USAG Hawaii has committed to considering requests for reburial of iwi kūpuna and cultural items excavated or removed from DMR at a designated cemetery to be determined during consultation.

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2. After receiving a written disposition statement from USAG Hawaii recognizing that the claimant has ownership or control of the iwi kūpuna or cultural items, the claimant may request reburial on lands under the jurisdiction of the U.S. Army.
3. Upon Garrison Commander's approval of the reburial request, the CRM and the claimant will develop a Reburial Agreement (Appendix E). The agreement shall include an inventory list of iwi kūpuna or cultural items to be reburied.
4. The claimant is under no obligation to rebury iwi kūpuna or cultural items on lands under the jurisdiction of the U.S. Army.
5. USAG Hawaii shall develop the reburial method and process in consultation with the claimant prior to the reburial on a case-by-case basis.
6. Reburial may occur at a designated cemetery following the completion of a Reburial Agreement.
7. If the discovery was a result of a USAG Hawaii project, USAG Hawaii will bear the reasonable costs associated with the reburial. If the discovery was a result of a HDOT-A or tenant project, HDOT-A and/or their tenant will bear the reasonable costs associated with the reburial. Costs may include a reburial container (if not already established at the designated cemetery), a marker with inscription, and the costs of labor to open/close the burial site and install the marker.
8. The claimant will be responsible for preparation of the remains in accordance with their traditions prior to reburial.
9. USAG Hawaii shall be responsible for coordinating the reburial of iwi kūpuna or cultural items requested in the Reburial Agreement at the designated cemetery.
10. The U.S. Army has certain responsibilities for those interred in private cemeteries that are now on lands under the jurisdiction of the U.S. Army, such as Kawaihāpai Cemetery and Reburial Area. These responsibilities include accommodating existing rights of access, visitation, and interment. New access rights may be granted pursuant to AR 405-80. Access and visitation are subject to any use restrictions, existing rights of way, leases, easements, or accessibility issues relating to the Army installation. Access is also subject to USAG Hawaii approval, which shall not be unreasonably withheld.

11. Kawaihāpai Cemetery and Reburial Area:

- a. The Kawaihāpai Cemetery and Reburial Area is the anticipated location for reburial of iwi kūpuna and cultural items recovered from DMR, unless claimants demonstrate a strong reason against this location and/or for another location with evidentiary support.
- b. The Kawaihāpai Cemetery and Reburial Area was in use prior to the development and acquisition of the area as a military installation. The 1.37-acre cemetery was formally established as a private cemetery in 2025 by USAG Hawaii and the OAC in consultation with the Kawaihāpai 'Ohana and Nā Manu o Kaiona (Appendix A: Figure 2).
- c. As feasibility and funding allows, the USAG Hawaii will bear the reasonable costs of maintenance and protection for the Kawaihāpai Cemetery and Reburial Area, including a fence/wall, landscaping, vegetation trimming, and markers.

I. Duty of Care

1. Treatment of iwi kūpuna and cultural items shall be conducted in a respectful and professional manner, taking all precautions to prevent loss or damage, and to avoid unnecessary disturbance, physical modification, or separation of presumed individuals and associated funerary objects.
2. A reasonable and good-faith effort shall be made to incorporate and accommodate the traditional knowledge of lineal descendants, 'ohana, and Native Hawaiian organizations in the storage, treatment, or handling of iwi kūpuna or cultural items.

J. Temporary Storage

1. Iwi kūpuna and/or cultural items recovered for disposition will be respectfully housed in a secure, climate-controlled facility at Schofield Barracks until disposition is complete.
2. Archaeological collections that are not NAGPRA iwi kūpuna or cultural items will be stored at a USAG Hawaii facility or the archaeological service provider's on-island laboratory until the completion of the undertaking at which time the collections will be turned over to the USAG Hawaii Cultural Resources Office.

3. Temporary storage of iwi kūpuna or cultural items will be in secure cabinets, or other secure location, approved by USAG Hawaii.
4. Access to the storage facility can only be authorized by the CRM. Access shall be limited to necessary USAG Hawaii Cultural Resources staff, project archaeologists, and consulting parties as requested and approved by the CRM.
5. USAG Hawaii shall ensure that the storage facility has a log of personnel accessing the facility, and that each storage cabinet has a current and accurate inventory list. Copies of the log and inventory list will be made available upon request to consulting parties.
6. USAG Hawaii shall respond to consulting parties' requests to visit the storage facility within two (2) business days.

K. Archaeological Monitoring

1. An archaeological monitor will be present for undertakings involving ground disturbance in the following areas unless otherwise determined during the National Historic Preservation Act (NHPA) Section 106 process for a specific undertaking:
 - a. Areas identified as jaucas sands (Appendix A: Figure 3).
 - b. In undisturbed jaucas sands below areas identified as mixed fill soils. This includes below the existing runway grade (Appendix A: Figure 3).
2. Archaeological monitors are not required to be present for routine maintenance and repair within the existing runway grade unless determined otherwise during the NHPA Section 106 process for a specific undertaking.
3. The presence of an archaeological monitor for undertakings outside of the jaucas sands will be determined during the NHPA Section 106 process.
 - a. Based on consultation and existing archaeological and ethnographical documentation, the CRM shall determine if the nature of an undertaking is the type that might result in the discovery of iwi kūpuna or cultural items.

- b. If the CRM determines there is a likelihood to encounter iwi kūpuna or cultural items, the CRM shall ensure that professional archaeological monitoring services are incorporated into the project requirements.
4. If an archaeological monitor is determined necessary, the CRM shall ensure the development of a work plan for archaeological monitoring and discovery that is consistent with this document and any requirements identified through NHPA consultation.
5. The project proponent will be financially responsible for the cost of archaeological monitoring and all resulting excavations and reports.

L. Cultural Advisors

1. A cultural advisor will be present for undertakings involving ground disturbance in the following areas unless otherwise determined during the National Historic Preservation Act (NHPA) Section 106 process for a specific undertaking:
 - a. Areas identified as jaucas sands (Appendix A: Figure 3).
 - b. In undisturbed jaucas sands below areas identified as mixed fill soils. This includes below the existing runway grade (Appendix A: Figure 3).
2. Cultural advisors are not required to be present for routine maintenance and repair within the existing runway grade unless determined otherwise during the NHPA Section 106 process for a specific undertaking.
3. The presence of a cultural advisor for undertakings outside of the jaucas sands will be determined during the NHPA Section 106 process.
 - a. Based on consultation and existing archaeological and ethnographical documentation, the CRM shall determine if the nature of an undertaking is the type that might result in the discovery of iwi kūpuna or cultural items.
 - b. If the CRM determines there is a likelihood to encounter iwi kūpuna or cultural items, the CRM shall ensure that a cultural advisor is incorporated into the project requirements.

4. If a cultural advisor is determined necessary, the CRM shall ensure the presence and duties of a cultural advisor are incorporated into the work plan for archaeological monitoring and discovery that is consistent with this document and any requirements identified through NHPA consultation.
5. Cultural advisor duties may include communicating with and providing regular updates to consulting parties, providing cultural awareness briefings to project personnel, observing ground disturbance with the archaeological monitor, conducting appropriate cultural protocols upon the discovery and treatment of iwi kūpuna and cultural items, as well as providing advice on appropriate handling of cultural items.
6. Kanaka Maoli consulting parties request that cultural advisors have professional qualifications, including traditional connections to the land in the area and/or the Kanaka Maoli 'ohana that lived in the area, knowledge of appropriate cultural protocols, and training with reputable kūpuna.
7. The project proponent will be financially responsible for the cost of a cultural advisor.
8. Cultural Advisor Selection:
 - a. If a cultural advisor is determined necessary, the CRM will request a list of 3-5 cultural advisors from the consulting parties depending on the expected duration of the project.
 - b. The consulting parties will develop and reach agreement on the list of cultural advisors amongst themselves and provide the list to the CRM within 30 days of receiving the request from the CRM. The list will identify the preferred cultural advisor for the project and back up cultural advisors in the event the preferred cultural advisor is unavailable, as well as all consulting parties who participated in the development of and agreed to the list.
 - c. If consulting parties cannot reach an agreement on the list of cultural advisors within 30 days of the request or none of the cultural advisors selected by the consulting parties are available, the CRM shall organize a meeting to review potential cultural advisors and select a new list of cultural advisors. The list of cultural advisors developed during the meeting will be sent to consulting parties for an additional 30-day review period.

- d. If consulting parties do not respond within 30 days of the first request for a cultural advisor list (Section L.8.b.) or, as applicable, do not respond or cannot reach an agreement within 30 days of receiving the additional cultural advisors list (Section L.8.c), the USAG Hawaii CRM will identify appropriate options for the proponent to select the cultural advisor(s).

M. Cultural Awareness Briefings

If an archaeological monitor and cultural advisor is determined necessary pursuant to Section K and L of this CA, or during the NHPA Section 106 process, the cultural advisor will provide all project personnel with a cultural awareness briefing prior to the start of the project. If the cultural advisor is unavailable, the archaeological monitor or a member of the USAG Hawaii Cultural Resources staff will provide the briefing.

N. Roles and Responsibilities

1. USAG Hawaii:
 - a. Shall be responsible for maintaining inventories of:
 - i. All new discoveries of iwi kūpuna and cultural items encountered;
 - ii. All iwi kūpuna and cultural items that are stored at USAG Hawaii facilities, or other designated storage facility;
 - iii. All iwi kūpuna and cultural items for which the custody has been transferred to claimants; and
 - iv. All iwi kūpuna and cultural items reburied at a designated cemetery.
 - b. Shall be responsible for maintaining records, including GIS data, reports, agreements, requests, and administrative records.
 - c. Shall provide the supplies, materials, and services as stipulated throughout this document, as well as the personnel to fulfill the USAG Hawaii requirements of this document, as feasible.

2. Kanaka Maoli Consulting Parties:

- a. Shall keep their contact information current, as well as any designated secondary points of contact, with the CRM to facilitate notifications and distribution of materials.
- b. Shall respond to all correspondence within the specified timeframes, including, but not limited to, notices of discoveries and timeframes to conduct cultural protocols, as well as notice of intended disposition (NID).
- c. Shall submit written requests for preservation-in-place.
- d. Shall submit written claims for disposition of iwi kūpuna or cultural items.
- e. Shall provide written verification of physical transfer after disposition of iwi kūpuna or cultural items.
- f. Shall participate in the development of written reburial agreements for the reburial of iwi kūpuna and cultural items, as applicable.
- g. Shall participate in the selection of cultural advisor(s) as outlined in Section L.8.
- h. Shall provide the supplies and materials as stipulated throughout this document.

Plan for Disposition

If recovery has occurred, upon completion of the analysis, USAG Hawaii shall follow the procedures for disposition in accordance with all NAGPRA regulations at 43 CFR § 10.7 and applicable Army regulations.

Additional Parties

- A. If at any time during the life of this agreement any 'ohana or NHO expresses interest in participating in this agreement and can demonstrate at least equal strength of their claim relative to the claims of the Kanaka Maoli consulting parties, USAG Hawaii shall consult with the 'ohana or NHO and may invite them to sign this CA.
- B. The addition of a Kanaka Maoli consulting party to this agreement does not constitute an amendment to this agreement.

Terms of Agreement

- A. This CA shall become effective when signed by the Commander of USAG Hawaii and shall remain in effect until terminated by the Commander.
- B. Updating appendices and appending additional reference material to this CA are not considered to be amendments and does not require the signature of the Garrison Commander to become effective.
- C. Amendments
 - 1. Any responsible or consulting party may propose to USAG Hawaii that the terms of this CA be amended, whereupon USAG Hawaii shall consider the proposed amendment.
 - 2. USAG Hawaii shall make reasonable and good faith efforts to consult with all parties to this agreement on the proposed amendments. In the event any consulting party is unresponsive following three contact attempts by email or telephone, the Garrison Commander reserves the right to decide the subsequent course of action.
 - 3. Any amendment shall become effective upon the signature USAG Hawaii Garrison Commander.
- D. Withdrawal
 - 1. Any responsible or consulting party may withdraw their participation in this CA by providing 30-day written notice to the other parties.
 - 2. Withdrawal of any consulting party from this CA does not terminate the agreement.

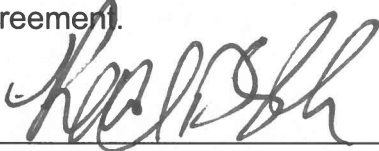
Anti-Deficiency Act

The stipulations of the CA are subject to the provisions of the Anti-Deficiency Act (31 USC § 1341). USAG Hawaii will make reasonable and good faith efforts to secure the necessary funds to implement this CA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs USAG Hawaii's ability to implement the procedures of this CA, USAG Hawaii will consult with the Kanaka Maoli consulting parties in accordance with the amendment and termination procedures outlined in the Terms of Agreement.

Signatures

Federal Agency Official:

The signature of the USAG Hawaii Garrison Commander, as the Federal Agency Official with responsibility for installation compliance with NAGPRA, executes this agreement.



Rachel D. Sullivan
Colonel, U.S. Army
Commanding

24 NOV 2025

Date

Kanaka Maoli Consulting Parties:

The signature of Kanaka Maoli consulting parties indicates their participation in consultation to develop this agreement and concurrence with the stipulations.



Carly Antone
Nā Manu o Kaiona

01 Dec 2025

Date



Kaperā Liu
Kawaihāpai 'Ohana

11/26/2025

Date

Appendix A:

Maps

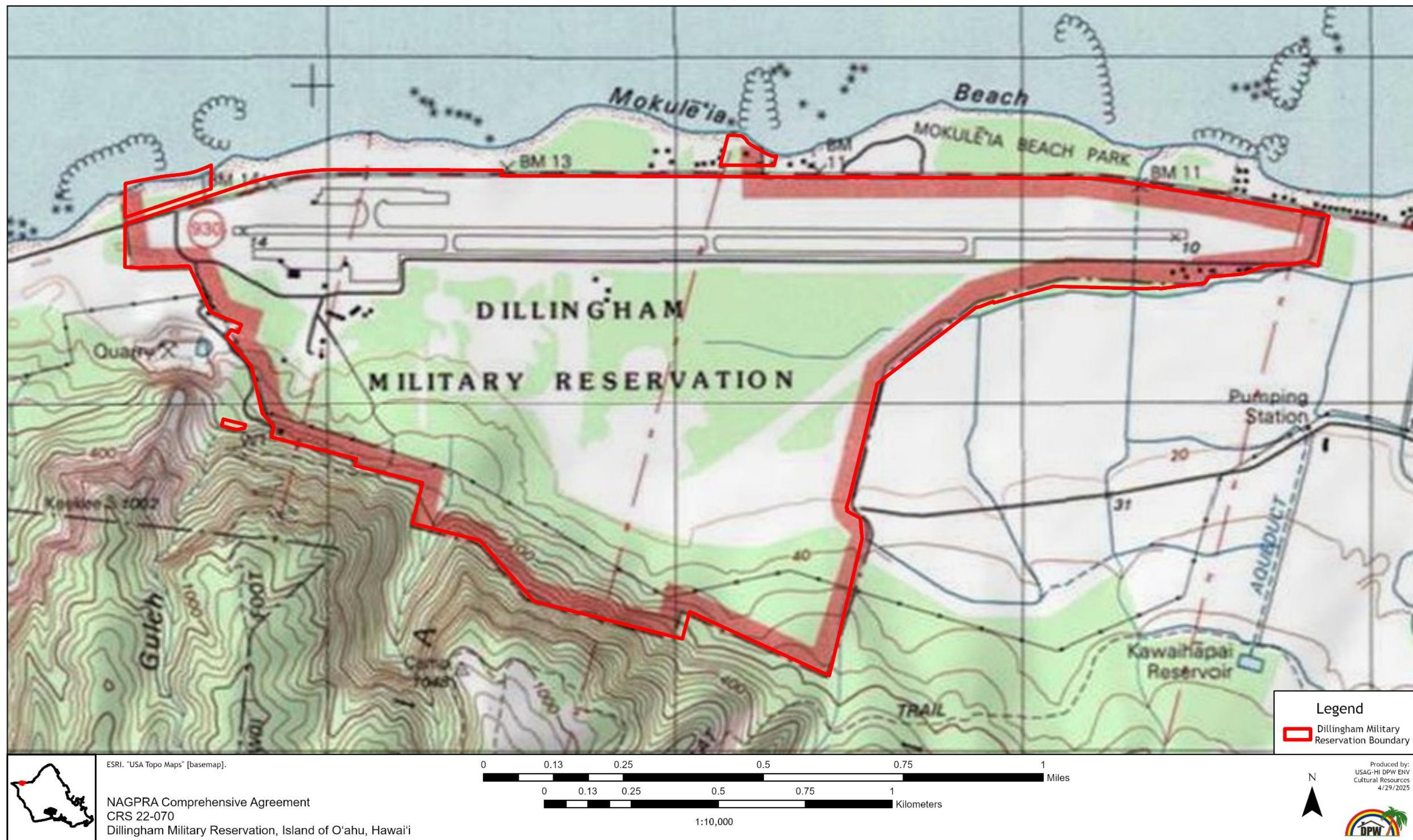


Figure 1. Topographic map of Dillingham Military Reservation

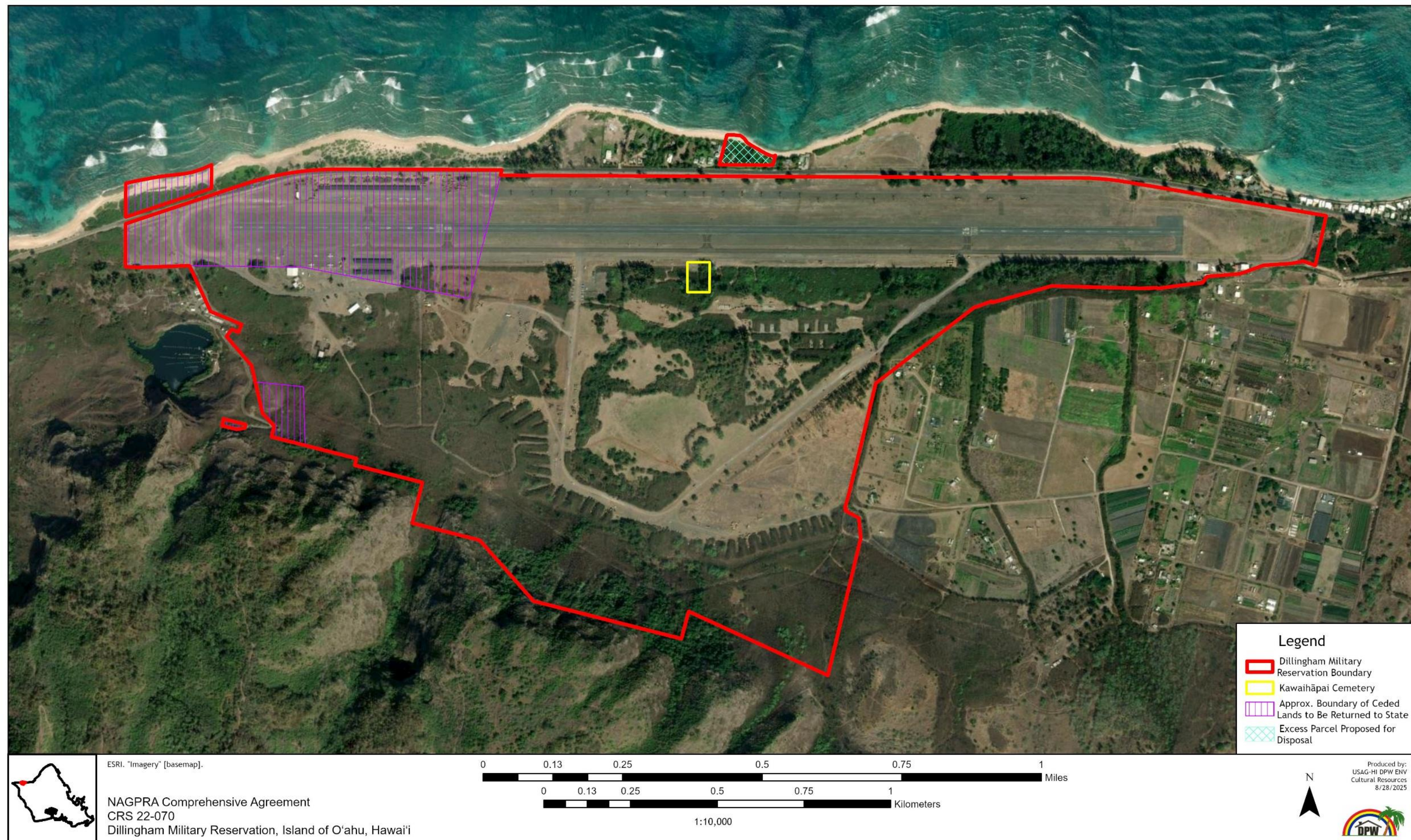


Figure 2. Aerial map of Dillingham Military Reservation depicting approximate land transfer locations and the Kawaihāpai Cemetery

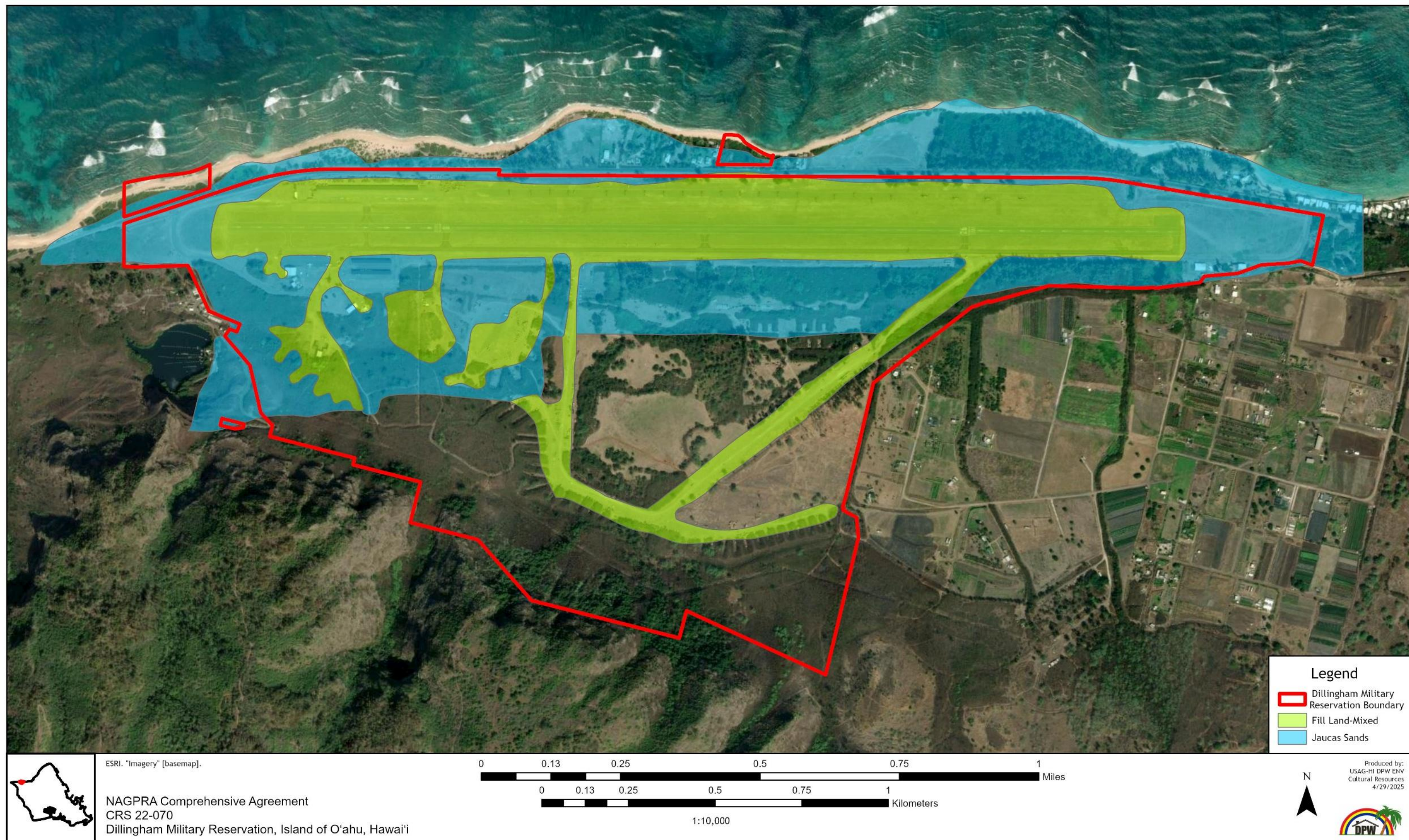


Figure 3. Map depicting Jaucas Sands and Mixed Fill at Dillingham Military Reservation

Appendix B:

Record of Consultation

**Record of Consultation
for the U.S. Army Garrison Hawaii Native American Graves Protection and
Repatriation Act Comprehensive Agreement for Native Hawaiian Human Remains
or Cultural Items Discovered or Excavated on Federal Lands at
Dillingham Military Reservation**

Initiation of Consultation

On May 21, 2025, written invitations to consult on the development of this Comprehensive Agreement (CA) were transmitted by the U.S. Army Garrison (USAG) Hawaii to the consulting parties listed in Table 1 with the exception of Mr. Kila, who was sent the invitation on July 2, 2025 at the suggestion of another consulting party. The invitation included a first draft of the CA and a list of all parties who received the invitation. Responses received by USAG Hawaii regarding the invitation and first draft are summarized in Table 1. Copies of each invitation to consult and all responses are on file with the USAG Hawaii Cultural Resources Section (CRS).

Table 1. Invitation Distribution List and Response Summaries

Consulting Party	Response
Mr. William J. Aila, Jr. and Mrs. Melva N. Aila Hui Mālama O Mākua	No response
Ms. Olinda (Nina) Fisher Ka 'Ohana O Ho'ohuli	No response
Dr. Ha'aheo Guanson Pacific Justice and Reconciliation Center, Native Hawaiian Church	No response
Mr. Josiah L. (Black) Ho'ohuli Ka 'Ohana O Ho'ohuli	No response
Ms. Dre Kalili Association of Hawaiian Civic Clubs	No response
Ms. Leilani Lindsey Ka'apuni 'Ohana Lindsey	No response
Ms. Janis Keona Mark Mahu 'Ohana	No response
Ms. Carolyn Keala Norman 'Ohana Keaweamahi	No response
Lopaka Oliveira Heir of Kuihelani/Kaapuiki	No response
Dr. Kahu Kaleo Patterson Pacific Justice and Reconciliation Center	No response
Ms. Healani Sonoda-Pale Pu'u honua o Wailupe	No response
Ms. Carly Rei Antone Nā Manu o Kaiona	May 21, 2025: Acknowledged Receipt June 19, 2025: Submitted comments on the first draft CA
Ms. Stacy Kealohalani Ferreira Office of Hawaiian Affairs	May 21, 2025: Email Read Receipt
Ali'i Sir Nathan Keola Grace Royal Order of Kamehameha I, Moku 'o Kōhala	No response
Mr. William "Willie" Aweau Ho'ohuli Ka 'Ohana O Ho'ohuli	No response

**Record of Consultation
for the U.S. Army Garrison Hawaii Native American Graves Protection and
Repatriation Act Comprehensive Agreement for Native Hawaiian Human Remains
or Cultural Items Discovered or Excavated on Federal Lands at
Dillingham Military Reservation**

Consulting Party	Response
Mr. Matthew Kahoopii House of Nobles	May 27, 2025: Acknowledged Receipt
Mr. Glen Makakauli'i Kila Koa Ike Marae Haakoa	July 3, 2025: Acknowledged Receipt
Mr. Tom Lenchanko 'Aha Kūkaniloko Ko'a Mana Mea Ola Kanaka Mauli Hoalii Iku Pau	May 21, 2025: Acknowledged Receipt May 22, 2025: Requested draft version with all black text. May 23, 2025: Requested fillable draft version.
Mr. Kapena Liu Kawaihāpai 'Ohana	May 3, 2025: Acknowledged receipt May 8, 2025: Confirmed review of the draft with no comments or edits.
Mr. James Medeiros Sr. 'Ohana Medeiros Protect Keopuka Ohana	No response
Mr. Christophor Oliveira Marae Ha'akoa	No response
Ms. Kaleo Paik Hoi Mai Ka Lei I Mamo Aha Wahine	No response
Mr. Joseph K. Simpliciano Jr. Kingdom Pathways	No response
Ms. Mililani B. Trask Na Koa Ikaika Ka Lahui Hawaii	No response
Ms. Kēhaulani Souza	No response
Mr. William Young House of Nobles	May 22, 2025: Acknowledged Receipt
Mr. Harry Wasson Hui Malama 'Aina 'O La'ie, Mahi'ai, Ki'ai	No response

Consultation Sessions and Results

On July 10, 2025, at Dillingham Military Reservation (DMR), Tom Lenchanko ('Aha Kūkaniloko Ko'a Mana Mea Ola Kanaka Mauli Hoalii Iku Pau) and Matthew Kahoopii and his associates (House of Nobles) met with Dave Crowley (USAG Hawaii Cultural Resources Manager), Katie West (USAG Hawaii Archaeologist), and Anthony Casciano (Colorado State University [CSU] Center for the Environmental Management of Military Lands [CEMML]) to discuss the removal of an underground fuel storage tank (Project # CRS-23-198) and the first draft of the CA. The meeting was held at the request of Mr. Lenchanko and Mr. Kahoopii for the primary purpose of viewing the location of the proposed underground storage tank removal. However, Mr. Lenchanko requested a NAGPRA discussion be included in the meeting, as well.

**Record of Consultation
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During the July 10th meeting, Mr. Crowley provided a history of past NAGPRA actions at DMR and explained the purpose of the CA and how the CA relates to the underground storage tank removal and other future projects. No comments on the first draft of the CA were provided by consulting parties during the meeting.

On August 19, 2025, at the East Base Conference Room at Schofield Barracks, Carly Antone (Nā Manu o Kaiona), Kapena Liu (Kawaihāpai ‘Ohana), and Tom Lenchanko (‘Aha Kūkaniloko Ko‘a Mana Mea Ola Kanaka Maoli Hoalii Iku Pau) met with Dave Crowley (USAG Hawaii Cultural Resources Manager), Laura Gilda (USAG Hawaii Lead Archaeologist), Katie West (USAG Hawaii Archaeologist), and Amberle Czubernat (CSU CEMML). This meeting was an in-person opportunity to provide comments and discuss topics within the CA that required additional information and consultation prior to the distribution of a second draft of the CA. The topics discussed included the revision of Plan of Action Section L (Cultural Advisors) and the addition of Plan of Action Sections H.11. (Kawaihāpai Cemetery and Reburial Area) and M (Cultural Awareness Briefings), as well as the proper use of the term Kanaka Maoli.

Section L (Cultural Advisors) revisions included the process for determining when a cultural advisor is necessary, the process for selecting cultural advisor(s), the duties of a cultural advisor, and the resolution process for cultural advisor selection disputes. The addition of Section M (Cultural Awareness Briefings) included when to and who would provide required cultural awareness briefings. Section H.11. (Kawaihāpai Cemetery and Reburial Area) included background and locational information on the cemetery, as well as maintenance and protection responsibilities. The term Kanaka Maoli was added to Plan of Action Section A (Definitions), and the term Native Hawaiian was replaced by the term Kanaka Maoli as appropriate throughout the document.

The written comments received from Ms. Antone on the first draft and the revisions and additions discussed during the August 19th meeting were incorporated into the second draft of the CA, which was distributed to the August 19th meeting attendees on August 28, 2025. Comments on the second draft of the CA were received from Ms. Antone and Mr. Lenchanko, which resulted in a revision of the definition of the term Kanaka Maoli for the final CA.

Copies of the first and second drafts of the CA, all correspondence, and meeting minutes are on file with the USAG Hawaii CRS.

Appendix C:
Excavation Standard Operating Procedures:
Iwi Kūpuna and Cultural Items

U.S. Army Garrison Hawaii
Excavation Standard Operating Procedures: Iwi Kūpuna and Cultural Items

A. Permits and Professional Qualifications

Contractors must obtain a U.S. Army Garrison (USAG) Hawaii Permit for Cultural Resource Investigations and adhere to the professional qualifications for personnel therein.

B. Methodology

1. Iwi kūpuna and cultural items shall be documented in original context to the extent feasible.
2. Excavation shall be performed using controlled archaeological methods.
3. 1 x 1-meter units will be excavated in 10-centimeter arbitrary levels unless determined otherwise by the USAG Hawaii Cultural Resources Manager (CRM) in consultation with consulting parties.
4. The location and number of 1 x 1-meter units will be determined by professional judgement and adjusted as results become available in coordination with the USAG Hawaii CRM. It may be necessary to conduct exploratory test units or hand trenches where minimal to no feature locational/directional indicators are present.
5. The total depth of excavation and/or the required number of arbitrary levels sterile of cultural materials for unit termination will be determined in coordination with the USAG Hawaii CRM on a case-by-case basis.
6. Horizontal and vertical proveniences will be measured systematically from a datum(s).
7. Shovels, hand trowels, and non-metal tools may be used, as appropriate. Only non-metal tools may be used in contact with iwi kūpuna.
8. Excavated material will be passed through a 1/8-inch mesh screen except where the USAG Hawaii CRM approves 1/4-inch mesh screen on a limited basis to efficiently remove overburden and reach the cultural level.
9. Iwi kūpuna and cultural items will be rested on or wrapped with muslin (or similar material) and placed within lauhala baskets (or other breathable and natural container) prior to containment. Adequate ventilation and storage spacing will be maintained.
10. In a multiple-burial scenario, all observed burials and associated cultural items shall be excavated as a unit to ensure no separation occurs.
11. All excavated items and samples shall be labeled by an archaeologist with all provenience information and recorded on a maintained inventory list.

U.S. Army Garrison Hawaii
Excavation Standard Operating Procedures: Iwi Kūpuna and Cultural Items

C. Documentation

1. Field Data Forms

- a. Standard excavation forms approved by USAG Hawaii will be utilized.
- b. A daily log will be kept of activities, schedule, personnel, field conditions, and general observations.

2. Photographs

- a. General locational photos are permitted at the discovery location. The iwi kūpuna must be covered in general locational photos, or photos may be taken of the location after the remains are removed to document setting, context, and location.
- b. USAG Hawaii Cultural Resources staff may take the minimal photo documentation of iwi kūpuna and cultural items necessary to fulfill management responsibilities, such as the documentation and monitoring of condition while iwi kūpuna and cultural items are in temporary storage. Light exposure will be as minimal as possible.

3. Sketches and Drawings

- a. Burials shall be sketched or drawn *in situ* in plan view and, as applicable, profile view, prior to any removal.
- b. A large-scale map shall be sketched or drawn in plan view showing the discovery in relation to excavation and test units, datum(s), and any relevant geographic, natural, cultural, and modern features.
- c. Soil profiles shall be sketched of at least one wall of each test or excavation unit to show relative stratigraphy in the vicinity of the discovery and annotated with soil descriptions, including texture, structure, and color.
- d. At a minimum, all sketches and drawings shall include a legend, north arrow for plan views, direction facing in degrees for profiles, scale, recorder's name, date, area designation, and feature designation.

4. Locational Information

- a. GIS data shall be collected, which may include, but is not limited to, feature and artifact points and polygons, a site boundary if applicable, excavation and test units, and datum(s).
- b. Discoveries shall be plotted on a 1:24k topographic map and a close-up aerial image overlaid with the project design.
- c. A Data Dictionary approved by USAG Hawaii will be utilized for data collection.

U.S. Army Garrison Hawaii
Excavation Standard Operating Procedures: Iwi Kūpuna and Cultural Items

D. Analysis

Free, prior, and informed consent from Kanaka Maoli consulting parties will be obtained by USAG Hawaii in writing prior to performing or allowing any research on iwi kūpuna or cultural items.

E. Reporting and Deliverables

1. All reporting and deliverables will adhere to the requirements of the applicable USAG Hawaii Permit for Cultural Resource Investigations and any applicable project specific archaeological work plans.
2. Reporting and deliverables may include, but are not limited to:
 - a. Progress reports, including project status, work conducted to date, and anticipated schedule, submitted to the CRM at an interval to be determined by the CRM with consideration for anticipated excavation duration and complexity.
 - b. End of Fieldwork Summary Report, a minimum of one Draft Report, and a Final Technical Report. The draft and final reports will synthesize all background and field data into a coherent report, and include background information, methodology, results, locational maps, feature sketches/drawings, and stratigraphic profiles.
 - c. All notes, photographs, drawings, sketches, and final GIS data.

F. Confidentiality

All involved parties shall protect information regarding the nature and location of any archaeological resource, including burials and cultural items, in accordance with Section 9(a) of the Archaeological Resources Protection Act and the implementing regulations at 32 CFR § 229.18.

Appendix D:
Transfer of Custody Acknowledgement Template

[INSERT INTO LETTER HEAD TEMPLATE]

TRANSFER OF CUSTODY ACKNOWLEDGEMENT

Transfer of Custody from U.S. Army Garrison Hawaii to **[Designated claimant]**

We hereby document the transfer of custody of **iwi kūpuna and cultural items** discovered at Dillingham Military Reservation from U.S. Army Garrison (USAG) Hawaii to the **[NHO/recipient name]**. The USAG Hawaii hereby relinquishes possession of the iwi kūpuna and cultural items to **[NHO/recipient name]**.

The **iwi kūpuna and/or cultural items** consist of **[number]** minimum number of individuals (MNI) and **[number]** of cultural items described in a Notice of **[Inventory Completion/Notice of Intended Disposition/etc.]**, which was published in the **[Federal Register/newspaper/etc]** on **[publication date(s)]**, in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.S.C. 3001 et seq. The **iwi kūpuna and cultural items** inventoried in Enclosure 1 have been in the custody of USAG Hawaii.

Transfer of the iwi kūpuna and cultural items is effective as of **[date]**, and is agreed to, and accepted by, the undersigned.

Colonel **[Name of Garrison Commander]**
Commander
US Army Garrison, Hawaii

Date

[Name of NHO Recipient]
[Title of NHO Recipient] [NHO Name]

Date

Enclosure: Inventory

Appendix E: Reburial Agreement Template

REBURIAL AGREEMENT

Between

U.S. Army Garrison Hawaii and [Name of NHO]

In accordance with the terms of the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 (25 USC 3001-3013), 43 CFR Part 10 of its implementing regulations the United States Army Garrison (USAG) Hawaii has transferred legal control of Native Hawaiian remains and cultural items described in the *[Federal Register Notice/Newspaper Notice]* published *[date of publication]* to: *[recipient NHO]*.

The Native Hawaiian remains and cultural items listed in Exhibit A will be reburied in the USAG Hawaii Cemetery at *[cemetery name]* as mutually agreed upon by the USAG Hawaii and the *[Name of NHO]*:

NOW THEREFORE, USAG Hawaii and *[Name of NHO]* agree that the terms of this Reburial Agreement shall document (1) transfer of custody of the Native Hawaiian remains *[and cultural items]* listed in Exhibit A for reburial in the *[cemetery name]*; (2) a process for reburial; and, a framework for access to, and use of the Cemetery following reburial, as provided below.

I. TRANSFER OF NATIVE HAWAIIAN REMAINS *[AND CULTURAL ITEMS]*

Pursuant to the terms of NAGPRA and its implementing regulations (43 CFR Part 10), and as reflected in the *[Federal Register Notice/Newspaper Notice]* published *[date of publication]*, the USAG Hawaii has transferred to the *[Name of NHO]* custody of the Native Hawaiian remains and cultural items documented in the outgoing receipt attached hereto as *Exhibit A [may be a different list]*.

II. REBURIAL

[Name of Cemetery], USAG Hawaii, and *[Name of NHO]* acknowledge and agree that they have had an opportunity to provide meaningful input regarding the location of the reburial area, the reburial site is within an area of compatible use and has been approved by both the USAG Hawaii and the *[Name NHO]*.

USAG Hawaii and the *[Name of NHO]* will prepare the ground for reburial of the Native Hawaiian remains *[and cultural items]*, as agreed to in prior meeting(s), the Comprehensive Agreement, and as described below.

A. Preparation

USAG Hawaii will continue to coordinate with [Name of NHO] on preparation activities for the reburial of the Native Hawaiian remains and cultural items, including but not limited to, the use of wrappings and containers, subject to USAG Hawaii's reasonable discretion. The [Name of NHO] will take the lead on preparation of the remains, in accordance with their traditions, prior to reburial.

Description of Preparation

B. Reburial

While USAG Hawaii is the lead entity with respect to activities associated with the reburial in the [cemetery name], it has consulted meaningfully with the [Name NHO] and will take reasonable and appropriate steps to support and maintain the sanctity of the reburial. Only those representatives and workers designated by USAG Hawaii and the [Name of NHO] will be allowed to attend and/or participate in the reburial. The timing and scheduling of the events will be determined by USAG Hawaii in coordination with the [Name of NHO].

The Native Hawaiian remains and cultural items shall be reburied in a manner as mutually agreed upon by USAG Hawaii and [Name of NHO].

The [Name of NHO] agree that they will take the lead on ceremony, in accordance with their traditions, to include the giving of gifts to the ancestors being reburied, as appropriate. However, the [Name of NHO] agree that USAG Hawaii must determine that all aspects of the ceremony are in compliance with applicable Federal, State and Local laws, regulations and policies.

To the extent permitted by applicable law, the Reburial Ceremony will be closed to the general public. Representatives for USAG Hawaii and [Name of NHO] shall be permitted to attend if mutually agreed upon by USAG Hawaii and the [Name of NHO]. To the extent reasonably practicable, USAG Hawaii and the [name of cemetery] will assist the [Name of NHO] in creating solitude for the ceremony and to minimize potential interference from visitors.

C. Marker

USAG Hawaii will install a grave-marker to identify the location of the reburial site, at the [Name of NHO] request. The [Name of NHO] will determine the inscription, subject to USAG Hawaii approval.

III. SITE ACCESS AND USE AFTER REBURIAL

The [Name of NHO] shall have access to the [name of cemetery] for religious and ceremonial uses, subject to any use restrictions, existing rights of way, easements or accessibility issues relating to the Cemetery and the Army installation. Subject to USAG Hawaii approval, which shall not be unreasonably withheld, [Name of NHO] Members may enter the [name of cemetery] at reasonable times during the day and may remain for a reasonable duration thereafter, in order to carry out cultural practices consistent with the purposes of this Reburial Agreement. Future reinterments shall be subject to the written approval of the Executive Director, Office of Army Cemeteries, in accordance with the Dillingham Military Reservation Comprehensive Agreement, and requisite documentation as set forth above and appended to Exhibit A.

USAG Hawaii reserves to itself and its representatives, all rights accruing from its ownership of the [name of cemetery], including the right to engage in or permit uses of the Reburial Cemetery which are consistent and compliant with all applicable laws and policies. The [Name of NHO] acknowledge that USAG Hawaii has the right to conduct generally-accepted property management activities in the Reburial Cemetery, in a manner consistent and compliant with all applicable laws and policies, and the [Name of NHO] shall not unreasonably interfere with the Army's use of the [name of cemetery].

IV. COSTS

USAG Hawaii will assume the costs of the reburial (the opening and closing of the gravesite) of the Native Hawaiian remains and cultural items listed in Exhibit A. USAG Hawaii will also assume the cost of the marker, including the inscription and installation, and preparation for repatriation as stated in the Dillingham Military Reservation Comprehensive Agreement. The [Name of NHO] will assume their own costs associated with this Reburial Agreement, including but not limited to preparation activities associated with the remains and cultural items that is above and beyond what is outlined in the Comprehensive Agreement.

V. TERMS AND TERMINATION

This Reburial Agreement shall become effective once fully executed by the Parties hereto and continue in perpetuity.

VI. GENERAL PROVISIONS

- A. As a federal entity, USAG Hawaii neither objects to, nor endorses, any religious or ceremonial rituals that may be performed.
- B. The *[Name of NHO]* acknowledge that they have provided meaningful input for this Reburial Agreement. Any issues regarding this Reburial Agreement raised by other persons or entities may be considered and decided upon by USAG Hawaii, in consultation with *[Name of NHO]*.
- C. Nothing in this Reburial Agreement shall be construed as obligating the Army to the expenditure of funds or for future payments of money in excess of that which is contemplated by this Reburial Agreement, or otherwise required by law.
- D. Nothing contained in this Reburial Agreement shall be construed to entitle the NHO, individually or collectively, for any injury to or change in the Cemetery resulting from causes beyond their control, including without limitation, fire, flood, storm, earthquakes and earth movement, or from any prudent action taken by USAG Hawaii or any of their representatives under emergency conditions to prevent, abate, or mitigate significant injury to the Cemetery.
- E. **Exhibit A** is made a part of this Reburial Agreement by this reference as though fully incorporated herein. New supplements or amendments to this Reburial Agreement may be proposed in writing by any signatory and shall become effective only upon agreement and signature by of all Signatories.

IN WITNESS WHEREOF, the Parties hereto have executed this Reburial Agreement as of the latest date of USAG Hawaii signatures below:

U.S. ARMY:
By and on behalf of USAG Hawaii

Colonel *[Name of Garrison Commander]*
Commander
US Army Garrison, Hawaii

Date

[COMPLETE NHO NAME(S) – IN ALL CAPS]

[Name]

Date