

COUNTY OF KAUA'I

ADOPT-A-PARK AGREEMENT

FOR THE STEWARDSHIP OF KUKUI HEIAU

TMK: (4) 4-3-002: 001

STEWARDS: Kumano I Ke Ala, 501(C)(3) ID# 47-3180959, Po`o: James Alalem and William King Kaauwai II



James "Jimbo" Alalem (Po'o)

Date



Kanoe Ahuna

Na Hoku Welo/Steward

Date:

 4/24/17

Eric Dillingham

Steward Support

Lae Nani General Manager

Date:



William King Kaauwai II (Po'o)

Date 01-10-2017



Kaina Makua

Kumano I Ke Ala/Fiscal Sponsor

Date:

COUNTY OF KAUA'I:

Bernard P. Carvalho Jr., Mayor

Date:

Leonard A. Rapozo Jr., Director

Director of Parks and Recreation

Date:

Ken Shimonishi

Director of Finance

Date:

Jade Tanigawa, County Clerk

Date:

Approved as to Form and Legality

Mauna Kea Trask, County Attorney

County Attorney

Date:



Nalani K. Brun

Tourism Specialist

Office of Economic Development

County of Kaua'i

652-3304 (Call Nalani)
for pick up

Business: (808) 241-4952

FAX: (808) 241-6399

E-mail: nbrun@kauai.gov



INTRODUCTION

Pursuant to the Director of Parks and Recreation's authority to develop and implement programs for the cultural, recreational, and other leisure-time activities for the people of the county under Kaua'i County Charter Section 31.03. The County of Kaua'i hereby enters into this Stewardship agreement with William King Kaauwai II and Na Hoku Welo under the County of Kaua'i's Adopt-A-Park program.

This stewardship agreement addresses *malama* (to preserve, protect and enhance) of the ***Kukui Heiau*** within Lae Ala Kukui (Attachment 1. Historical overview, site description).

This agreement is between the ***County of Kaua'i*** (hereinafter referred to as "County") and ***James Alalem, William King Kaauwai II and Na Hoku Welo*** (hereinafter referred to as "the Stewards") to serve as the stewards for the ***Kukui Heiau***, within the Lae Ala Kukui area.

Supporting this agreement and the designated Stewards is the Lae Nani Resort Management in a public-private partnership, and Kumano I Ke Ala as fiscal sponsor to the project.

The ***County of Kaua'i*** is represented by the **County of Kaua'i Parks and Recreation Department** (hereinafter referred to as "Parks Department"). The Parks Department has ownership and management review jurisdiction over this significant historic site. The staff of the Parks Department shall oversee the operation and activities of the Stewards for compliance with this agreement.

The stewards will perform all duties and responsibilities without pay from the County of Kaua'i. The stewards further acknowledge that they will defend, indemnify, and hold harmless the County of Kaua'i and will ensure that all volunteers under their supervision have current health insurance.

THE AIM OF THE COUNTY OF KAUA‘I
MALAMA HEIAU
ADOPT-A-PARK AGREEMENT

The aim of this program is to:

1. Better maintain significant historic sites and natural resources and protect them from vandalism, natural factors, and unintentional human actions that will damage sites.
2. Provide the **County of Kaua‘i** citizens greater access to view and understand the importance of these sites and its past history.

It is the role of the **Stewards** to help protect the sites under its jurisdiction and to help provide public access for all the **County of Kaua‘i** citizens.

The **Stewards** cannot restrict public access during opening hours except during cultural ceremonies.

The **Stewards** shall not install interpretive devices on the site without the prior approval of the Parks Department.

The **Stewards** cannot undertake site improvements unless these tasks are covered in the stewardship agreement or in later amendments to each agreement. These constraints are extremely important to ensure that the site is properly protected and are properly interpreted – thereby benefiting all the citizens of the **County of Kaua‘i**.

THE STEWARD'S RESPONSIBILITIES

1. The **Stewards** will maintain the grounds within the boundaries of the **Kukui Heiau at Lae Ala Kukui**. This shall be done without ground disturbance to prevent damage to the structural integrity of the site and to subsurface archaeological deposits. Weed-eaters, machetes, lawnmowers, and other hand-tools may be used. Plants should not be pulled up by the roots, as this can displace rocks and damage subsurface deposits. Any herbicide with dissipation properties, such as *Round-Up* or *Rodeo*, may be used to control weeds and vegetation growth around the rocks of the site the use of salt water as a weed inhibitor is preferred.
2. The **Stewards** will designate a volunteer supervisor(s)-currently William King Kaauwai II. All volunteers must submit a completed **County of Kaua'i** volunteer waiver form. The Stewards may sponsor volunteer projects and non-commercial educational tours in addition to their regular maintenance responsibilities. The Parks Department shall be notified five (5) working days in advance of projects and tours involving over twenty-five (25) individuals.
3. The **Stewards** are required to assist in coordinating volunteer efforts that may be forthcoming from other organizations or individuals. Such other groups or individuals may participate in activities without being required to become a member of the **Steward** organization. However, the **Stewards** will supervise said volunteers and said volunteers will be bound by this stewardship agreement and all applicable County, State and or Federal laws.
4. The **Stewards** will discourage littering at the site. Trash cans may be installed in a manner that does not visually impinge on the view of the site. All cut and gathered vegetation from the site should be taken to a designated area. There is to be no burning within the area (except as designated).

5. The **Stewards** shall keep a logbook/journal of all activities conducted at the site to be available upon request.
6. The **Stewards** will assist with the maintenance of the interpretive signs, the site name sign, and the plant name plaques at the site. If the **Stewards** wish to change the signs or add more signs, design, and wording will be prepared in consultation with and be approved by the **Parks Department**. The **Stewards** may prepare and install interpretive devices or displays, contingent upon approval of specific plans by the **County of Kaua'i** and consultation from the **Kaua'i Historic Preservation Review Commission** and/or the **State of Hawai'i Historic Preservation Division**.
7. The **Stewards** will periodically check the site, to attempt to prevent vandalism and damage. Should any damage be discovered, the **Stewards** will notify the **Parks Department**.
8. The **Stewards** may undertake landscaping, watering and planting activities for the purpose of providing ground stabilization and minimizing erosion of the area, contingent upon approval of specific plans by the **Parks Department**.
9. The **Stewards** may retain the services of a professional archaeologist for the purpose of excavation at the site to obtain data which may contribute to the interpretation of the site but this must be contingent upon the prior approval of specific plans for the archaeological work by the **Parks Department** and consultation from the **Kaua'i Historic Preservation Review Commission** and/or the **State of Hawai'i Historic Preservation Division**. The retained archaeologist must meet the minimal professional standards of the U.S. Department of the Interior.
10. Restoration work, and the construction of traditional Hawaiian *hale*, is subject to plans approved by the **County of Kaua'i** and consultation from the **Kaua'i Historic Preservation Review Commission** and/or the **State of Hawai'i Historic Preservation Division**.
11. The **Stewards** may be consulted on proposed activities at the site and assist with cultural protocol as may be needed. The **Stewards** may be

invited to participate in meetings and discussions as the cultural specialists and caretakers for the site.

12. The **Stewards** will submit an annual report of its activities relative to the historic site(s) under this agreement.
13. The **Stewards** may propose amendments to this agreement to undertake other tasks at the site. These proposed amendments must be approved by the **Parks Department**. Upon approval, the amendments will become a part of this agreement. Failure to obtain approval for additional tasks may lead to the termination of this agreement and possible fine, pursuant to applicable law.
14. The **Stewards** will defend, indemnify, and hold harmless the County in any action arising out of any injury, physical or otherwise, by any volunteer or their representative and or successor.
15. The **Stewards** will ensure that all volunteers under their supervision have current health insurance and agree to pay any expenses arising out of any claim by any person injured while volunteering at the site if said person does not have health insurance.
16. The **Stewards** agree to obtain an appropriate insurance policy or policies with the appropriate minimum amounts as required by the County.
17. The **Stewards** will ensure that all volunteers under their control and or supervision are in good health and are informed of the possible hazards involved in the restoration of the site. The **Stewards** shall deny any volunteer's ability to engage in restoration work if they are not in good health or they are under the influence of alcohol or drugs, or if volunteers fail to abide by any terms of this agreement and or any County, State, Federal law.

SPECIAL CONDITIONS

The **Stewards** shall not:

1. Undertake or permit commercial and/or fundraising activity on the site, including the sale of any items or advertising of any commercial products.
2. Permit participants to possess, display, use/consume alcoholic beverages or illegal drugs at site.
3. Cause any significant disruption to normal park usage.

RESPONSIBILITIES OF COUNTY OF KAUA‘I PARKS DEPARTMENT

County of Kaua‘i agrees to provide the **Stewards** with information relating to the site, including but not limited to archaeological and historical information, surveys of sites or structures, environmental impact statements, and plans regarding existing or proposed future uses of lands within the immediate area of the site.

The assistance of **County of Kaua‘i** may be requested by the **Stewards** for support with grant writing. This includes but is not limited to: master plan, rehabilitation of the site, restoration, opening to the general public for viewing and enjoyment.

The assistance of **County of Kaua‘i** may be requested by the **Stewards** for large clearing and hauling projects and with herbicide.

RESTRICTIONS ON THE STEWARD'S ROLE

The **Stewards** may not undertake tasks which are not specified in this agreement. This restriction is to protect the site. No matter how sincere the intent of the **Stewards**, a fragile site can be damaged. Additional tasks, however, can be proposed as amendments to the agreement, and it is anticipated that many of these can be approved after review and the insertion of any needed protective provisions. The **Parks Department** agrees to respond to the **Steward's** proposed amendments within sixty (60) days of receipt of the proposed amendments.

It must be emphasized that failure to get approval of additional tasks may lead to the revoking of the **Steward's** agreement and could lead to a possible fine, pursuant to applicable law, if damage is severe.

CHECKS TO INSURE PROPER STEWARDSHIP

The **Parks** Department, or their representative, will make two (2) field checks per year to see that proper stewardship is being done. If it is determined that proper curation is not taking place, the **Parks Department** will notify the **Stewards** in writing of the problem and will provide the **Stewards** with suggestions to correct the problem. The **Stewards** will be allowed a reasonable time to correct the problem. If the **Stewards** fail to correct the problem within a reasonable time, this agreement will be subject to revocation.

THE TERM OF THIS AGREEMENT

The term of this agreement shall be for ten (10) years, renewable for each ten (10) year period upon agreement of the principles. If either party wishes to terminate the agreement at any time, written notice shall be given to the party.

LIABILITY CONCERNS

Stewards are personally liable for any negligent acts or omissions of its members or any volunteers who work with them that cause personal injury or

property damage and as such they agree to obtain and maintain an appropriate insurance policy with appropriate minimum amounts as determined by the County. The **Stewards** shall keep a current **Agreement for individual voluntary Services** form (Attachment 2. Liability Waiver) recorded in the logbook/journal kept by the **Stewards**.

ATTACHMENT 1.

HISTORICAL OVERVIEW

AND

SITE DESCRIPTION

Kukui heiau, on the shore north of Wailua River on the point named Lae Ala Kukui.

This structure is a walled heiau of two divisions apparently an enclosure within an enclosure (fig. 40). The walls are much reduced in size by the removal of rocks. The entire east end can only be determined by traces of the old walls on the inside. Remains of the wall of the eastern division indicate them to have had an original width of about 5 feet on all sides. The west end wall of this section is missing, though a stone or two indicates that it was there at one time. The house site and small wall built out to the west are probably later additions. The outer walls of this section are very thick, and apparently continue so as to indicate the East division, thus leaving a passageway 4 feet wide between the outside of the East section wall and the inside of the thick wall. The thick north wall measures 11 feet across that is apparently in two steps of 6 feet and 5 feet respectively. The seawall is 16 feet to 22 feet across, and is built up in tiers (fig. 40, e) of great slabs of lava set on edge and filed around with smaller stone. Some tremendous stones are used. On the north side of the North passageway the wall is made of 3 to 5 foot flat stones on edge, and the same was true to the south passageway. Where these passages led to, or whether the East section was entirely encompassed within the larger one, cannot be determined now. Today there is no paving, but Thrum says that there was one.

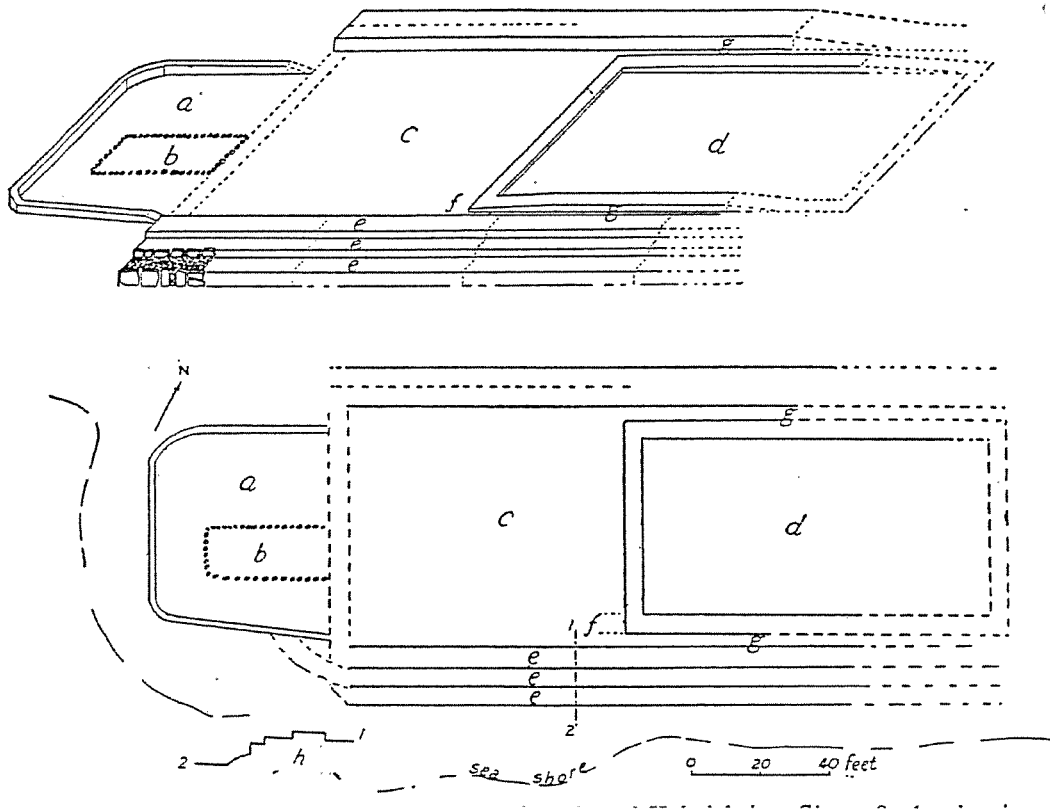
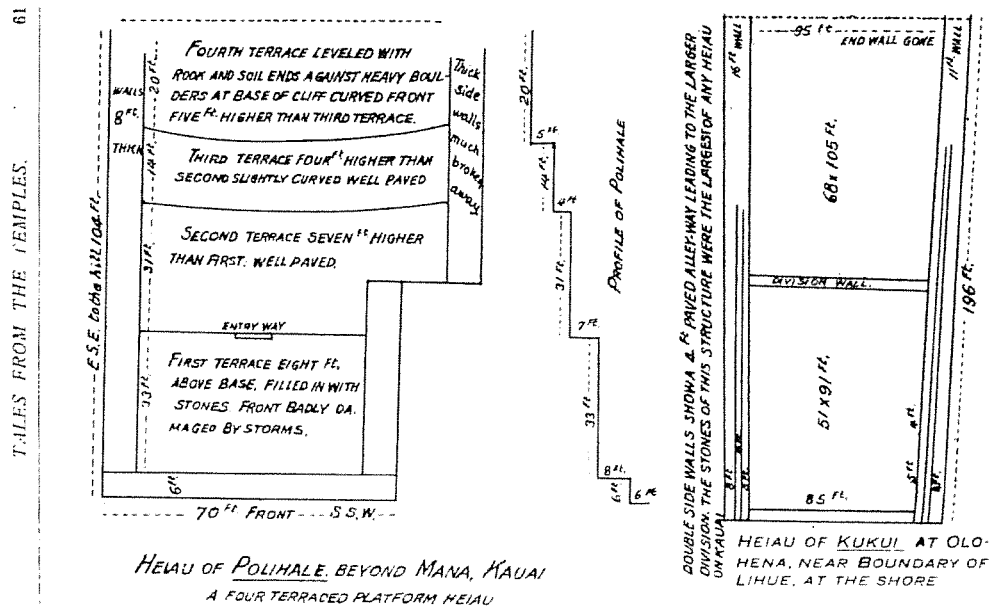


FIGURE 40. Ground plan and perspective of Kukui heiau, Site 108, showing in the cross section the step construction of the sea wall and sides of the passageway faced with large slabs on edge: *a*, division 50 feet wide; *b*, house site; *c*, western division 68 by 80 feet; *d*, eastern division, 50 x 100 feet; *e*, steps, 3 feet, and 2 feet, and 2 feet high and 10 feet, 8 feet, and 4 feet wide as measured from the bottom up; *f*, possible continuation of site wall of inner enclosure; *g*, passage ways; *h*, cross section.

Bennett, W C, Archaeology of Kauai. 1931, Bishop Museum Press

Kukui: At Oloheua. Boundary of Lihue district. This heiau of two sections of 85 feet front and 196 feet in length show the largest stones in its construction of any visited. Though in ruins, evidence still exists of its having been paved throughout. It also has the distinction of double walls along the sides of the outer division with a 4-foot pathway between which led to the inner section. The end wall is entirely gone but the side walls

at this point are 11 feet at the shore side and 16 feet at the sea side in thickness. The passage walls mentioned are 8 feet thick on the outer and 5 feet on the inner side.



Hawaiian Almanac, 1907. Heiau and Heiau sites throughout the Hawaiian Islands

Kukui, situate at Oloheua, was a walled and paved heiau of two divisions, 196x85 feet in size, now in a state of ruins, much to be regretted, for the distinctive features yet to be seen but insufficient to be well understood. The stones of this temple are the largest and heaviest seen in any like structure on the island, many being huge boulders sufficient for the height and thickness of its walls. The further end wall is entirely gone, but the side walls are 16 feet thick on the sea side and 11 feet on the upper side. The outer division walls are double in construction, with a four foot paved passage way between; the outside wall being eight feet thick and the inner wall five. These passage ways ran distinctly to the middle division wall of the heiau, and led to its inner section, but just how far was hard to determine, as they were lost by the tumbled condition of the walls from this point. The upper end wall of Puu-o-Mahuka heiau seems to possess this double feature also.

The heiau of Kukui 'is famed traditionally as the place where Kawelo's body after being slain in battle at Wahiwawa was brought and placed on the lele (altar) for decomposition, which did not set in, and on nearly the tenth anahulu (ten days periods) his body was struck by lightning when he came to life.

Hawaiian Almanac, 1907. Tales from the Temple

Kukui Lit: Kukui tree; Torch (of kukui nuts);
Light of any kind;
Enlightenment

Heiau. This structure located on the point Lae-ala-kukui is a walled heiau of two divisions, apparently and enclosure within an enclosure. This heiau is noted for the extremely large size of some of the stones used to construct it, some of them weighing several tons. [Dick] [Rice] [For]

*The Sleeping Giant Nunui [Nounou] collected the stones for this heiau. After it was built, he was tired and fell asleep on the nearby hilltop, where he still is.

*A giant named Nunui lived above Kapa`a town. Wherever he stepped, he caused a deep hole, deep enough to plant bananas in. He was very gentle and tried never to hurt anyone and was

popular with all. When the king wanted everyone to gather rocks from upper Wailua and lehua wood from the high mountains, Nunui got them all instead and helped to build the heiau Kukui, which is noted for the incredibly large stones used in its construction. After a huge feast, Nunui was tired and lay down to rest. He is still sleeping there. (For a retelling, see *Kanaka Nunui Moe* in "Kauai Tales".)

*To be complete, Kukui needed a human sacrifice. A kahuna was sent to Oahu to seek a victim and found Ka-'ōpele apparently lying dead on a beach. Ka-'ōpele was brought back and laid on the altar. However, he was a man who only slept once a year for several months at a time. When a thunderstorm came, it woke him up and he left the heiau before he could be sacrificed.
Wichman F B, Place Names Manuscript, Kauai Historical So.

"Just a little north of the Wailua River, at Kailihaunaka, on the border of Wailua district, is the heiau of Kukui, remarkable for the large size of some of the stones used in its construction. A man sent to Oahu to get a human sacrifice for this heiau saw the apparent corpse of a man named Kaopele on the beach at Maeaea, Waialua, Oahu, and with the permission of the konohiki of Waialua brought it to Wailua and put it with another corpse at the altar. When six moons had passed and the bones of the other corpse had fallen apart, at midnight, came a burst of thunder and an earthquake and Kaopele came to life, left the altar and made a call on an old man living near who was charmed with him, besought him to marry his granddaughter and went off to her home and woke her in the middle of the night to tell of the fine husband he had found. At daybreak the two were introduced and were married the same day.

That night the young husband was filled with a longing to go farming and at midnight left his sleeping bride and went mauka and planted sweet potatoes, taros, bananas, wauke and other plants. The young bride naturally scolded him on his return but he replied," the son of a king can sleep until the sun is high and find food cook for him when he gets up, but a common man must cultivate the soil. When he returns from work let him light the oven and when the food is cooked let husband and wife sit and eat together."

After a time he told his wife that he had been subject to trances since he was born and that he would soon fall into a six months one and should not be buried, as he would not be dead. Nevertheless when the trance had lasted six days the father-in-law said it must be real death, tied stones to Kaopele's feet with a koali [convolvulus], vine and threw him into the sea. There came a big storm, lightning and an earthquake and Kaopele came to in the depths of the ocean, broke loose from the stones and returned to his wife, so frightening her parents that they fled and never returned.

Kaopele had one son, Kalelealuaka, of wondrous prowess. He could jump up and down precipices and run on water like a duck. He bet the king of Wailua in wrestling and offered the king as a sacrifice on a new heiau; afterwards beat the chief of Hanalei at spear-throwing and offered him as a sacrifice, then left for Oahu, where he spent the rest of his life and performed wondrous deeds,
Dickey L A, Legends of Wailua, 1915, Kauai Historical So.

Lae-ala-Kukui

Lit: The road to Kukui

Point. The Kukui heiau (qv) was located on this point. PEM says the heiau located here was named Kūhua. [Geo] [PEM]

Kūhua

Lit: ?

Heiau. PEM says this is the name of the heiau located on the Lae-ala-Kukui.[PEM]

Kikake *Lit: ?*

Point on the seacoast used to mark the boundary between the Olohena and Wailua ahupua`a. [Alex 1900]

Kikēkē *Lit: To knock, rap, tap or pound*

Stone on the brow of a hill near the sea on the border between Wailua and Olohena. (CB 7)

Wichman F B, Place Names Manuscript, Kauai Historical Society



ATTACHMENT 2.

LIABILITY WAIVER

COUNTY OF KAUA'I

ADOPT-A-PARK

**AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES AT
KUKUI HEIAU**

NAME: _____ PHONE: _____

ADDRESS:

DURATION OF AGREEMENT: START: _____ END: _____

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the County of Kauai for any purpose other than tort claims, and I understand that volunteer service is not credible for leave accrual or any other employee benefits. I also understand that either the County of Kauai or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the County of Kauai in taking care of the natural and cultural resources of the Kukui Heiau. I will be responsible for my equipment and supplies. I will be responsible for all aspects of the actual work projects, and the safe use and proper care of hand tools including but not limited to: Machetes, Saws, Hand Axes, Pry Bars, Gardening and painting Equipment.

I am in good physical shape, and will be self sufficient while at the work project site. I have informed the County, of any mental, physical and/or medical condition that may increase the risk of harm to myself or others while engaging in the activities described in this document. I understand I should wear footwear with good traction and should have clothing suitable for work in both rainy, wet, and hot, dry conditions, when working in the field. I understand that the duration of the project may be less than eight hours in length, however, in the event of inclement weather the work day may be either shortened or extended at the discretion of the County. These and other activities will be taking place in potentially

remote areas. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

- Gusty winds;
- Sharp and or slippery rocks;
- Stinging or biting insects and spiders;
- Portable or no bathroom facilities;
- Steep drop-offs;
- Paint, fuel and oil fumes;
- Thorny plants/potentially defensive vegetation;
- Lack of reliable communication;
- No telephones;
- Work on, in or near water;
- harsh weather conditions, ranging from hot and humid to wet and cold;
- diseases caused by water, air, or animal vectors.
- No potable (drinking) water;
- Rugged terrain;
- Sharp tools;
- Lack of medical facilities;
- Wild animals;
- Wet and slippery roads;
- Herbicides;
- Work in a hunting area;
- Steep and slippery trail and river crossings;
- flash floods;

I agree to hold harmless and indemnify the County of Kauai, its officers, agents, employees, and other volunteers from any activities as a volunteer. By signing this agreement I do hereby certify that I have medical insurance.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the County of Kauai in its authorized work.

Signature of Volunteer
(or Minor's guardian)

Date

Minor's Name(s): _____

Based upon the above agreement and understanding, the County of Kauai agrees, while this arrangement is in effect, to accept your services as a volunteer.