

Brickwood Galuteria - *Chairperson*  
Kaleihikina Akaka - *Vice Chair*

**MEMBERS**

Dan Ahuna  
Keli'i Akina, Ph.D.  
Luana Alapa  
Kaialii Kahele  
Carmen "Hulu" Lindsey  
Keoni Souza  
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**OFFICE OF HAWAIIAN AFFAIRS**  
*KE'ENA KULEANA HAWAI'I*  
**BENEFICIARY ADVOCACY AND EMPOWERMENT COMMITTEE**  
560 N. Nimitz Hwy., Suite 200  
Honolulu, HI 96817

**MEETING OF THE COMMITTEE ON BENEFICIARY ADVOCACY AND  
EMPOWERMENT**

**DATE:** Wednesday, May 28, 2025

**TIME:** 9 A.M.

**PLACE:** Remote Meeting by Interactive Conference Technology  
and in-person at OHA Maui Ola Boardroom

Nā Lama Kukui

560 N. Nimitz Hwy. Honolulu, HI 96817

Viewable at [www.oha.org/livestream](http://www.oha.org/livestream) OR

Listen by phone: (213) 338-8477,

Webinar ID: 859 2020 5983

**This virtual meeting can be viewed and observed via livestream on OHA's website at [www.oha.org/livestream](http://www.oha.org/livestream) or listened by phone using the call-in information above. A physical meeting location, open to members of the public who would like to provide oral testimony or view the virtual meeting, will be available at 560 N. Nimitz Hwy., Suite 200, Honolulu, HI 96817.**

**AGENDA**

**I. Call to Order**

**II. Approval of Minutes**

A. April 2, 2025\*

**III. New Business**

**A. Presentation by Ulupono Initiative** – Briefing on a proposed Memorandum of Understanding (MOU) with OHA for capacity building to pursue federal grant funding opportunities in local food, renewable energy, clean transportation, and fresh water.

**B. Presentation by the Native Hawaiian Legal Corporation** – Briefing on services provided under current contract for direct legal services to Native Hawaiians in fiscal years 2024 and 2025. Presentation by Makalika Naholowa'a, Executive Director; Kirsha Durante, Litigation Director; and Angela Correa-Pei, Of Counsel, Family Law Program Lead.

**C. Presentation by Administration** - Update on completed OHA Europe-U.S. East Coast repatriation activities with Stiftung Preussischer Kulturbesitz (Germany), Northern Ireland Ulster Museum (N. Ireland), Harvard's Peabody Museum (Cambridge, MA), and Smithsonian National Museum of Natural History (Washington, D.C.) - April 22nd to May 3rd 2025 – OHA Compliance Enforcement staff.

**D. Presentation by Administration** - 2025 Legislative Session Wrap-Up: Bills and Resolutions Requiring Follow Up from OHA and Priorities Moving into Next Session

#### **IV. Community Concerns and Celebrations**

#### **V. Announcements**

#### **VI. Adjournment**

If you need an auxiliary aid/service or other accommodation due to a disability, please contact Everett Ohta at (808) 594-1988 or by email at [everetto@oha.org](mailto:everetto@oha.org) as soon as possible. Requests made as early as possible have a greater likelihood of being fulfilled. Upon request, this notice is available in alternate/accessible formats.

In the event that the livestream public broadcast is interrupted and cannot be restored, the meeting may continue as audio-only through the phone number and Webinar ID provided at the beginning of this agenda. Meeting recordings will be made available on OHA's website <https://www.oha.org/about/leadership/board-of-trustees/> as soon as practicable after the meeting.

Public Testimony will be called for each agenda item and must be limited to matters listed on the meeting agenda. Community Concerns and Celebrations is not limited to matters listed on the meeting agenda. Hawai'i Revised Statutes, Chapter 92, prohibits Board members from discussing or acting on matters not listed on the meeting agenda.

\* Document(s) associated with this agenda item are anticipated to be included in the board packet for this meeting. The board packet will be available for the public to inspect at OHA's main office located at 560 N. Nimitz Hwy., Suite 200, Honolulu, HI 96817, OHA's neighbor island offices, and on OHA's website <https://www.oha.org/bac> no later than two business days before the meeting. The 72 Hour rule, pursuant to OHA BOT Operations Manual, Section 49, shall be waived for distribution of new committee materials.

§ Notice: This portion of the meeting will be closed pursuant to HRS § 92-5.

Testimony can be provided to the Board of Trustees such as: (1) *written testimony* or (2) live, oral testimony online or at the physical meeting location during the remote meeting.

- (1) Persons wishing to provide *written testimony* on items listed on the agenda should submit testimony via email to [botmeetings@oha.org](mailto:botmeetings@oha.org) or via postal mail to Office of

Hawaiian Affairs, Attn: Board of Trustees Meeting Testimony, 560 N. Nimitz Hwy., Suite 200, Honolulu, HI 96817. Testimony is requested to be received at least twenty-four hours prior to the scheduled meeting to allow board members with sufficient time to review the testimony before the meeting. *Please note that all written testimony will be posted on OHA's meeting website. Please omit or redact any personal information (e.g., name, email address, phone number, home address, or materials) that you do not want to be disclosed publicly online.*

- (2) Persons wishing to provide *oral testimony online* during the remote meeting, please click on the link: <https://us06web.zoom.us/j/85920205983>

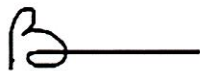
To provide oral testimony online, you will need:

- (1) a computer or mobile device to connect to the remote meeting,
- (2) internet access, and
- (3) a microphone to provide oral testimony.

Persons wishing to provide *oral testimony at the physical meeting location* can sign up on the day of the meeting at the physical meeting location.

Once your oral testimony is completed, you may be asked to disconnect from the meeting. If you willfully disrupt the meeting or do not disconnect on your own, support staff will remove you from the Zoom meeting. You can continue to view the remainder of the meeting on the livestream or by telephone, as provided at the beginning of this agenda.

Oral testimony online or at a physical meeting location will be limited to five (5) minutes. Oral testimony by telephone/landline will not be accepted at this time.



Trustee Brickwood Galuteria, Chair  
Committee on Beneficiary Advocacy and Empowerment

Date: 5/22/25



## **II. APPROVAL OF MINUTES**

### **A. April 2, 2025**



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## COMMITTEE ON BENEFICIARY ADVOCACY AND EMPOWERMENT

April 2, 2025

9 a.m.

(via Interactive Conference Technology and In-person at OHA Maui Ola Boardroom)

### MINUTES

#### TRUSTEES PRESENT

Brickwood Galuteria, Chair  
Kaleihikina Akaka, Vice Chair  
Dan Ahuna  
Keli'i Akina  
Luana Alapa  
Carmen Hulu Lindsey  
Keoni Souza  
John Waihe'e, IV

#### TRUSTEE EXCUSED

Kaiali'i Kahele

#### BAE STAFF

Kyla Hee  
Lei-Ann Durant  
Mark Watanabe  
Nathan Takeuchi

#### ADMINISTRATION

Stacy Ferriera, CEO  
Kehaulani Pu'u, COO  
Anuheia Awo-Chun  
Hailama Farden  
Leina'ala Ley

#### BOARD COUNSEL

Na'iwi Wurdeman

#### CORPORATE COUNSEL

Everett Ohta

#### GUESTS

Haumana and Kumu –  
Halau Ku Mana  
Tech Savvy Teens

To view this meeting's recording, please click on the link below:

<https://www.youtube.com/watch?v=78avujHvXKM>

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Pule - Hailama Farden

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## Committee on Beneficiary Advocacy and Empowerment Meeting Minutes

**Date:** April 2, 2025

**Time:** 9:00 a.m.

**Location:** Maui Ola Boardroom

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### I. CALL TO ORDER

The meeting was called to order at 9:04 a.m. by Chair Galuteria.

#### Attendance:

- **Present (7):** Trustees Ahuna, Akaka, Alapa, Kahele, Lindsey, Souza, and Chair Galuteria
- **Absent (2):** Trustees Akina and Waihe'e  
A quorum was established.

### II. APPROVAL OF MINUTES

#### a. February 19, 2025

- No public testimony was received.
- **Motion:** To approve the minutes of the February 19, 2025, meeting.
  - **Moved by:** Trustee Alapa
  - **Second by:** Trustee Souza
  - **Vote:** Passed (6-0)
  - **Absent:** Trustees Akina and Waihe'e

#### b. March 5, 2025

- Action deferred.

### III. NEW BUSINESS

#### Institutions Involved:

- Stiftung Preussischer Kulturbesitz (Germany)
- Ulster Museum (Northern Ireland)
- Harvard Peabody Museum (Cambridge, MA)
- Smithsonian National Museum of Natural History (Washington, D.C.)

This briefing is a continuation of a repatriation claim initiated in 2020. No public testimony was received.

#### Staff Involved:

- Lead: Kamakana Ferreira
- Supporting Staff: Ku'ike and members of the Strategic and Implementation Team
- Coordination with U.S. Department of State and Department of the Interior

#### Purpose:

To conduct repatriation of ancestral remains and sacred objects from institutions in Europe and the U.S. East Coast.

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## Case Review – Ulster Museum, Northern Ireland:

- Repatriation of three (3) ‘iwi kūpuna (ancestral remains)
- Origin of Claim: Initiated in 2020 following a tip from Council Member Inaba to Halealoha Ayau
- Background:
  - Collaboration with Native American groups working on repatriations in Ireland
  - Initial discovery in 2021 of five (5) ‘iwi kūpuna and five (5) sacred objects (including items made of human hair and teeth)
  - Partial repatriation completed in 2022 (only two (2) ‘iwi kūpuna located at the time)
  - Delays attributed to COVID-19-related institutional closures and limited archival access

## Next Steps:

- Completion of repatriation for the remaining three (3) ‘iwi kūpuna
- Continued coordination with international institutions and U.S. federal agencies

## Purpose of Trip:

To conduct a case-by-case, institution-by-institution investigation and repatriation of Native Hawaiian ancestral remains and sacred objects.

## Case Review – Ulster Museum, Northern Ireland:

- **Repatriation Objective:** Three (3) ‘iwi kūpuna (ancestral remains)
- **Claim History:**
  - Originated in 2020 following a tip from Council Member Inaba to Halealoha Ayau
  - Inaba had been collaborating with Native American groups involved in repatriation efforts in Ireland
  - OHA began formal engagement with the Ulster Museum in summer 2021
- **Findings:**
  - Museum held five (5) ‘iwi kūpuna and five (5) sacred objects (including items made of human hair and teeth)
  - Partial repatriation completed in 2022 (only two (2) ‘iwi kūpuna located at the time)
- **Challenges:**
  - COVID-19 pandemic led to institutional closures, limited staff, and restricted access to archives
- **Commitment:**
  - The Ulster Museum committed to continuing the search for the remaining ‘iwi kūpuna

## Ulster Museum – Northern Ireland (continued):

- In **November 2024**, the Ulster Museum contacted OHA confirming the discovery of the remaining three (3) ‘iwi kūpuna.
- Planning for repatriation began immediately and was approved by the museum’s board in **January 2025**.
- These remains were part of the original 2020 claim but were not located during the initial repatriation due to pandemic-related limitations.



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- The upcoming visit will complete the repatriation of all five (5) ‘iwi kūpuna originally identified.

## **Historical Context:**

- During the 19th century, European and American collectors sought to build ethnological collections, often targeting human remains, particularly skulls.
- These activities coincided with a period of great suffering in the Hawaiian Kingdom due to disease and social disruption, making burial sites vulnerable to looting.
- The presenter emphasized that no known case has involved family consent for the removal of ancestors’ remains.

## **Repatriation Process and Partnerships:**

- OHA is typically contacted for repatriation matters due to its designation under **NAGPRA** (Native American Graves Protection and Repatriation Act), a federal statute governing repatriation from federally funded institutions.
- OHA has been involved in repatriation efforts since the early 1990s, alongside **Hui Mālama I Nā Kūpuna O Hawai‘i Nei**, which is also recognized under federal and state preservation statutes.
- International recognition of OHA’s role has grown, often supported by information from beneficiaries, particularly through Halealoha Ayau, who has been instrumental in identifying overseas holdings.

## **Next Stop – Berlin, Germany:**

- The delegation will travel to Berlin to negotiate a **shared stewardship agreement** for two **ki‘i** (carved images) held by the **Stiftung Preußischer Kulturbesitz (SPK)**, Germany’s Prussian Cultural Heritage Foundation.
- This effort continues a claim initiated in **2018**, which included a prior delegation visit to Dresden, marking the first successful repatriation from Germany.
- Since then, additional German institutions have come forward with information about ‘iwi kūpuna in their collections.

## **Berlin, Germany – Stiftung Preußischer Kulturbesitz (SPK):**

- Between 2021 and 2022, OHA successfully repatriated at least 50 kūpuna.
- In 2022, SPK repatriated 27 ‘iwi kūpuna and 12 funerary objects to OHA.
- Two **ki‘i** (carved images) remain in SPK’s possession. OHA asserts these are funerary objects, as they were found with **‘iwi po‘o** (skulls) in a sinkhole.
- SPK disputes this classification and claims rightful ownership.
- Ongoing negotiations are exploring a **shared stewardship agreement** for co-ownership of the ki‘i.
- SPK representatives have expressed interest in visiting Hawai‘i to continue discussions.
- In-person negotiations are scheduled for April 2025.

## **East Coast – Peabody Essex Museum & Smithsonian Institution:**

- The final leg of the trip includes participation in cultural ceremonies.
- These are not OHA-led claims but are led by **Hui ‘Iwi Kuamo‘o**, a partner organization.
- OHA supports the Smithsonian’s efforts to repatriate cultural items to lineal descendants.
- Items will be temporarily housed at the **Hawai‘i Volcanoes National Park Curatorial Facility**.



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- **Strategic Alignment:**
- This work aligns with the **Board of Trustees Executive Policy Manual** on ‘iwi kūpuna and international engagement.
- Supports OHA’s **Strategic Plan Foundations** of ‘Ohana and Mo‘omeheu, and contributes to **Health Outcomes**.
- Repatriation work is recognized as contributing to Native Hawaiian well-being.

## **Partnership with Hui ‘Iwi Kuamo‘o:**

- Successor to **Hui Mālama I Nā Kūpuna O Hawai‘i Nei**, which dissolved in 2014.
- Named in both federal and state statutes related to historic preservation.
- OHA has historically collaborated with Hui Mālama and assumed co-claims after its dissolution.
- Hui ‘Iwi Kuamo‘o has successfully completed repatriations, including during the COVID-19 pandemic when OHA staff could not travel.
- They were delegated authority and signed waivers to act on behalf of OHA in those instances.

## **Support and Partnership with Hui ‘Iwi Kuamo‘o:**

- Hui ‘Iwi Kuamo‘o has independently funded many of their repatriation efforts, often through crowdfunding.
- They have consistently provided reliable information on ‘iwi kūpuna held in institutions abroad.
- Halealoha Ayau, a key figure in Hui ‘Iwi Kuamo‘o, regularly sends inquiries to institutions and shares findings with OHA.
- In many cases, institutions have allowed Hui ‘Iwi Kuamo‘o to proceed independently, with OHA providing oversight and support as needed.
- Hui ‘Iwi Kuamo‘o has successfully completed repatriation claims both domestically and internationally, including during the COVID-19 pandemic when OHA staff could not travel.
- OHA is partnering with Hui ‘Iwi Kuamo‘o on this trip and has been invited to participate in repatriation ceremonies for their claims from the Smithsonian and Peabody Essex Museum.
- The East Coast stop was planned to coincide with these ceremonies, optimizing travel logistics from Europe.

## **Disposition of Repatriated Items:**

- Trustee Akaka inquired about the final location of the repatriated ‘iwi and sacred objects.
- All items, including two **akua hulu manu** and an **‘ahu‘ula**, will be temporarily curated at the **Hawai‘i Volcanoes National Park Curatorial Facility**.
- These items are not OHA claims; OHA supports their return to Hawai‘i and their placement in a recognized facility closer to lineal descendants.

## **Reburial Practices:**

- OHA’s longstanding practice, in collaboration with Hui Mālama and now Hui ‘Iwi Kuamo‘o, is to rebury ‘iwi kūpuna promptly upon return.
- Reburials are coordinated with descendants and local burial councils.
- This practice was followed in previous repatriations in 2021 and 2022, including for remains returned to Maui.

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## **Reburial and Ceremonial Practices:**

- The former Maui Burial Council Chair participated in prior repatriation trips.
- Specific details about reburial locations are withheld for privacy and cultural sensitivity.
- Trustee Akaka emphasized the importance of treating ‘iwi kūpuna with dignity and ensuring they are not stored indefinitely.
- The presenter affirmed that ceremonies have been conducted respectfully and with care.
- OHA and Hui ‘Iwi Kuamo‘o prioritize immediate reburial upon return, in collaboration with descendants and burial councils.

## **Leadership and Representation:**

- **Halealoha Ayau**, former Executive Director of Hui Mālama, now leads Hui ‘Iwi Kuamo‘o.
- He works closely with **Mana and Kalebua Casseres**, who were delegated authority by OHA during the COVID-19 pandemic to represent the organization in repatriation efforts.

## **Concerns Regarding the Smithsonian Institution:**

- Trustee Akaka expressed concern over the continued public display of funerary items at the Smithsonian and emphasized the need for their return.
- The presenter acknowledged these concerns and noted that the Smithsonian is working toward an **ethical return policy** that goes beyond NAGPRA requirements.
- This policy would allow for the repatriation of ceremonial items upon valid claims, regardless of legal obligation.
- The presenter noted that recent institutional changes have led to more openness and progress in repatriation discussions.
- Other institutions are also beginning to adopt similar ethical return frameworks.

## **Native Hawaiian Representation and Advocacy:**

- Trustee Akaka highlighted the presence of Native Hawaiians within the Smithsonian’s Asian American division and encouraged greater collective advocacy to ensure appropriate repatriation practices are adopted across all Smithsonian branches.

## **Discussion on Formal Agreements and Delegation:**

- **Trustee Akina** inquired about a formal agreement between OHA and Hui ‘Iwi Kuamo‘o.
- **Response:** No formal MOU exists. However, waivers were signed when authority was delegated.
- Trustee Akina recommended the CEO explore establishing a formal agreement.

## **Trip Participation and Budget:**

- OHA representatives: Kamakana and Ku‘ike (Strategy and Implementation).
- OHA is also covering costs for three Hui ‘Iwi Kuamo‘o members (total of 5 individuals).
- Original budget request (May 2024): ~\$63,000; current estimated cost: ~\$30,000.
- Additional costs are being covered for 10+ individuals involved in training and cultural protocol.
- Hui ‘Iwi Kuamo‘o is funding the transport of sacred objects, including crate costs.

## **NAGPRA Recognition and Claimant Status:**

- **Trustee Waihe‘e** asked whether Hui ‘Iwi Kuamo‘o is recognized under NAGPRA.
- **Response:** They are recognized as a Native Hawaiian organization and may file claims. Final determination is made by the federal institution.
- OHA and Hui Mālama are specifically named in NAGPRA, but this is not exclusive.
- Since Hui Mālama dissolved, Hui ‘Iwi Kuamo‘o has assumed many of their roles, though



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not formally named in statute.

## **International Standing and Repatriation Authority:**

- **Trustee Lindsey** asked about OHA's standing in international repatriation.
- **Response:** OHA's constitutional and statutory mandate gives it unique standing, especially in countries like Germany and the UK, which prefer working with government entities.
- In other countries (e.g., Japan), repatriation may proceed without state agency involvement. Hui 'Iwi Kuamo'o recently completed a repatriation from the University of Tokyo independently.

## **Additional Inquiry:**

- Trustee Lindsey asked if Halealoha Ayau still serves on the NAGPRA Review Committee.

## **NAGPRA Review Committee and Legal Considerations:**

- **Halealoha Ayau** currently serves as Chair of the NAGPRA Review Committee.
- While his role has not been used to advance Hui 'Iwi Kuamo'o's claims, it supports broader compliance oversight.
- **Trustee Akaka** inquired about the validity of Germany's claim to the two ki'i under co-stewardship.
- **Response:** OHA received nearly all requested items; the ki'i remain contested due to differing legal interpretations.
- The ki'i were found with 'iwi po'o in a sinkhole, which OHA argues qualifies them as funerary objects.
- However, NAGPRA does not apply internationally, and Germany maintains its legal position.
- Rather than pursue international litigation, OHA and SPK agreed to a **shared stewardship model**, allowing alternating care between Hawai'i and Berlin.
- This approach reflects a growing trend in ethical return and collaborative stewardship practices.

## **Acknowledgments:**

- Trustees Akaka and Chair Galuteria commended staff for navigating complex legal and cultural issues with care and expertise.

## **Ku'ike's Role and Justification for Travel:**

- **Elena Farden** (on behalf of Ku'ike, who is on leave) outlined five critical reasons for his participation:
  1. **Cultural and Spiritual Stewardship:** As a recognized cultural practitioner, Ku'ike provides leadership in ceremony and protocol essential for the dignified return of 'iwi kūpuna.

**Justification for Ku'ike's Participation:** Presented by Elena Farden on behalf of Ku'ike (on leave), five critical reasons were outlined for his inclusion in the repatriation delegation:

1. **Cultural and Spiritual Stewardship:**  
Ku'ike is a recognized cultural practitioner responsible for leading spiritual protocols and ceremonies. His presence ensures the dignified and spiritually safe return of 'iwi kūpuna and sacred items.

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## 2. **Genealogical Connection and Legitimacy:**

Ku'ike is a direct lineal descendant of the 'iwi kūpuna and sacred items involved, affirming the legitimacy of the repatriation and ensuring the return is to 'ohana, not an institution.

## 3. **Complementary and Non-Redundant Roles:**

Kamakana will oversee legal and regulatory compliance, while Ku'ike will uphold ancestral and ceremonial integrity. These roles are distinct yet interdependent.

## 4. **Institutional Representation and Sacred Responsibility:**

Ku'ike will represent OHA in high-level consultations with SPK officials, embodying both institutional authority and cultural intention.

## 5. **Sacred Kuleana and Accountability to Future Generations:**

The journey is framed as a sacred return, not just travel. Ku'ike's participation reflects OHA's commitment to cultural responsibility and intergenerational accountability.

### **Media and Communications Considerations:**

- **Trustee Akina** suggested including a communications professional to document the trip.
- **Response:** Kamakana confirmed OHA's communications team has been briefed. Previous repatriations received international media coverage (e.g., BBC, New York Times), which positively highlighted OHA's work.
- Hui 'Iwi Kuamo'o will also have a photographer present to support outreach and awareness.
- Media visibility has historically encouraged other institutions to come forward with repatriation opportunities.

### **Makana (Gifts) and Cultural Diplomacy:**

- **Chair Galuteria** inquired whether OHA would leave a cultural gift (e.g., kahili or makana) with host institutions.
- **Response:** In past repatriations, gifts such as lei and replica ki'i have been shared, though practices vary by institution.
- The idea of leaving a displayable gift is being discussed and is encouraged among Indigenous communities as part of shared stewardship.
- Hui 'Iwi Kuamo'o may be providing makana to the Smithsonian, though this is not an OHA-led claim.
- Chair Galuteria recommended OHA consider providing a gift and requested follow-up on what that might be.

## **IV. LEGISLATIVE UPDATE**

### **Agenda Items B–J: 2025 OHA State Legislative Package – Matrix One**

**Presenter:** Leina'ala Ley, Chief Advocate

**Note:** Informational only; no vote taken.

#### **Item 4 – SCR 161 / SR 130:**

- Proposal for OHA to convene a working group to explore transferring the Burial Council from the State Historic Preservation Division to OHA.
- **Status:** Deferred by the Senate Hawaiian Affairs Committee.



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- **Alternative:** HCR 193 / HR 186 is still active and would achieve the same goal.

## Public Testimony – Germaine Myers:

- Testified on **Item 3 – HCR 193 / HR 186**, supporting OHA’s potential management of the Burial Council.
- Highlighted operational challenges:
  - **Moloka‘i Burial Council:** All five seats currently vacant; only three meetings held in the past eight years.
  - **Governor’s Appointments:** Only three nominees submitted; one later withdrawn, preventing quorum.
  - **Other Islands:** O‘ahu, Moloka‘i, Kaua‘i, and Maui councils each have nine seats; four are currently vacant.
  - Lack of quorum continues to hinder council effectiveness.

## Public Testimony – Burial Council Appointments:

- A testifier expressed concern that the **ineffectiveness of the Island Burial Councils** is due to:
  - The Governor’s failure to make timely appointments.
  - Lack of accountability from the Legislature and OHA Trustees.
- Transferring the Burial Council to OHA would not resolve the core issue, as the Governor retains appointment authority.
- The testifier emphasized the need for stronger advocacy to hold the Governor accountable.

## OHA Budget Bill – Update:

- **Presenter:** Ka Pou Hana
- OHA’s budget bill (**OHA 17175**) passed the Senate Ways and Means (WAM) Committee with amendments.
- Appropriations include **\$3 million for FY 2026** and **\$3 million for FY 2027** for Beneficiary Advocacy and Empowerment.
- The bill now moves to **the conference committee** due to differences between House and Senate versions.
- Not included: Cost of inflation adjustment and S&I personnel funding.

## Island Burial Council Composition Bill:

- OHA staff met with House Judiciary and Hawaiian Affairs Committee leadership.
- Despite strong support in testimony, the bill will **not advance this session** due to:
  - Concerning a few experienced testifiers.
  - A request for broader community consensus.
- The bill remains active for the **next legislative session** (biennium).
- OHA was invited to work with committee leadership during the interim to build consensus.

## Mauna‘ala Study Resolution:

- A Senate resolution requesting OHA to study Mauna‘ala was **deferred**.
- OHA will share its **Phase II due diligence study**, already approved by the Board.
- The resolution is moving forward with amendments to **expand community**

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representation on the working group.

## **Public Land Trust Working Group:**

- **SB903** is now the primary bill replacing OHA's original Public Land Trust working group proposal.
- This item was presented for **information only**.

## **Conference Committee Strategy:**

- It was noted that the **House version of the budget bill typically advances**.
- OHA hopes that **Chair Yamashita**, who passed the bill unamended in the House, will advocate for restoring the 13 S&I positions and related funding during conference negotiations.

### **1. Nomination Process Overview:**

- The Office of Hawaiian Affairs (OHA) is responsible for recruiting and vetting potential Burial Council members.
- Vetted names are submitted to the OHA Board for review and approval.
- Approved names are then forwarded to the Governor's Office.
- OHA's role ends at this point; the Governor, Senate, and Boards & Commissions handle the remainder of the process.

### **2. Governor's Authority:**

- The Governor has sole discretion to approve or deny nominations.
- OHA does not influence or participate in the Governor's decision-making process.
- Similarly, the Governor and Senate do not interfere with OHA's vetting process.

### **3. Reason for Denial of Names:**

- No specific reasons were provided by the Governor for denying certain nominations.
- OHA is not privy to internal deliberations or opposition testimony that may influence the Governor's decisions.
- One candidate forwarded by OHA was successfully confirmed, indicating a strong vetting process.

### **4. Public and Beneficiary Concerns:**

- Some beneficiaries expressed concerns about the denial of names.
- Clarification was provided that OHA's involvement is limited to the initial nomination phase.

### **5. Nomination Sources:**

- Formal nominations can come from OHA and the Department of Land and Natural Resources (DLNR).
- Informally, any individual may submit a name for consideration.

### **1. Public Testimony – Germaine Myers:**

- **Subject:** SB903 – Appropriation to OHA for Public Land Trust Working Group.
- **Original Bill Intent:** Support for staffing, equipment, and services to complete the work of the Public Land Trust Working Group.
- **Concerns Raised:**
  - The bill was amended to **reinsert “global settlement” language**, which had previously been removed.



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- **Membership imbalance** in the proposed working group: 4 state-appointed members vs. 3 from OHA.
- **Funding reduced** from \$1 million to \$500,000.
- **Historical context:** OHA's financial review (FY2015–2016) determined \$78.9M owed to OHA (20% of gross revenue), which the state never accepted.
- **Potential conflict:** Without full funding, the state may challenge OHA's role due to perceived bias.
- **Recommendation:** Amend OHA bylaws to require **unanimous trustee approval** for any global settlement to avoid breach of trust.

## 2. Trustee Reactions:

- **Trustee Ahuna:** Questioned the meaning of a “global settlement,” emphasizing that the state has a **constitutional obligation** to pay OHA its share, not negotiate a settlement.
- **Trustee Lindsey:** Recalled past resistance to global settlements, citing **fiduciary duty** concerns and reiterating that such strategies should not be pursued.
- **General Sentiment:** Trustees expressed skepticism and concern over the reintroduction of global settlement language and the implications for OHA's autonomy and fiduciary responsibilities.

## Key Discussion Points:

### 1. Additional Trustee Commentary:

- A trustee emphasized that the **20% revenue share** grossly undervalues what is owed and advocated for the **return of lands** rather than monetary compensation.
- Described the legislative process as “**political jiu-jitsu**,” with ongoing maneuvering and lack of transparency.

### 2. Staff Update on SB903:

- **Testimony submitted** opposes the bill in its current form due to the inclusion of “**final settlement**” language.
- However, the bill includes **funding for the Public Land Trust Working Group audit and inventory**, which is critical.
- Staff recommend **amending the bill** to remove all references to a final settlement and replace them with language supporting an **annual payment formula** based on audit findings.
- If amendments are not adopted, staff suggests the board consider **opposing the bill outright**.

### 3. Working Group Composition Concerns:

- The revised bill proposes a **4:3 membership imbalance** favoring the state (2 governor appointees, 1 Senate, 1 House vs. 3 OHA).
- Trustees are requesting **equal representation (4:4)** to ensure fairness.

### 4. Budget Considerations:

- OHA has included **\$500,000 in matching funds** for both fiscal years as a placeholder in case the bill passes.

### 5. Motion and Vote:

- A motion was made and seconded to **adopt and amend** the staff's recommendations for Matrix 2.

# DRAFT

- The motion includes the authority to **oppose SB903 entirely** if proposed amendments are not adopted.
- **Motion passed unanimously (9-0).**

## Topic: Matrix 2 – Positions on Bills Naming (SB903)

A trustee emphasized that the **20% revenue share** grossly undervalues what is owed and advocated for the **return of lands** rather than monetary compensation.

- Described the legislative process as “**political jiu-jitsu**,” with ongoing maneuvering and lack of transparency.
2. **Staff Update on SB903:**
    - **Testimony submitted** opposes the bill in its current form due to the inclusion of “**final settlement**” language.
    - However, the bill includes **funding for the Public Land Trust Working Group audit and inventory**, which is critical.
    - Staff recommend **amending the bill** to remove all references to a final settlement and replace them with language supporting an **annual payment formula** based on audit findings.
    - If amendments are not adopted, staff suggests the board consider **opposing the bill outright**.
  3. **Working Group Composition Concerns:**
    - The revised bill proposes a **4:3 membership imbalance** favoring the state (2 governor appointees, 1 Senate, 1 House vs. 3 OHA).
    - Trustees are requesting **equal representation (4:4)** to ensure fairness.
  4. **Budget Considerations:**
    - OHA has included **\$500,000 in matching funds** for both fiscal years as a placeholder in case the bill passes.
  5. **Motion and Vote:**
    - A motion was made and seconded to **adopt and amend** the staff’s recommendations for Matrix 2.
    - The motion includes the authority to **oppose SB903 entirely** if proposed amendments are not adopted.
    - **Motion passed unanimously (9-0).**

## Matrix 8: Native Hawaiian Economic Development

- **Status Update:**
  - Bills 1 and 2 remain active and supported.
  - Bill 3 will not meet the next legislative deadline.
  - No changes to staff recommendations.
- **Motion:**
  - Motion to approve staff recommendations for Matrix 8 passed **unanimously (9-0)**.

## Matrix 9: HRS Chapter 6E – ‘Īwi Kūpuna

- **Key Updates:**
  - **HB830 & SB1002:** Staff recommends changing position from “comment” to “oppose” due to:



# DRAFT

- Conflict of interest concerns with third-party contractors.
- DLNR's inability to meet review timelines.
- SHPD (State Historic Preservation Division) agrees the bills will not expedite reviews and may increase administrative burden.
- **SB79 & SB1263:** No change in position; continue to **comment**.
- OHA's requested amendments were adopted.
- OHA will serve as a consulting party in developing a risk-based archaeological review system.
- This system is expected to improve protection of 'Īwi kūpuna and streamline development reviews.
- **Motion:**
  - Motion to approve staff recommendations for Matrix 9, including the position change to "oppose" for HB830 and SB1002, passed **unanimously (9-0)**.

## Closing Legislative Agenda:

- Chair and trustees expressed appreciation to staff for their diligent work and testimony efforts.
- Legislative agenda officially concluded.

## Transition to Community Concerns & Celebrations:

- Chair opened the floor for community input.
- **Testifier:** Jermaine Myers was acknowledged and invited to speak.

## Community Concerns – Jermaine Myers

**Subject:** Department of Hawaiian Home Lands (DHHL) Land Management and Accountability

- **Funding History:**
  - DHHL received **\$600 million** from the legislature between 1995–2015 for lot development.
- **Undivided Interest Paper Leases:**
  - From 2005–2007, DHHL issued **1,434 undivided interest paper leases**.
  - As of December 2024:
  - Only **578** converted to land leases.
  - Over **700 beneficiaries** still await land leases after 20 years.
- **Criticism:**
  - Concerns raised over continued issuance of paper leases instead of fulfilling existing commitments.
  - DHHL reportedly spent **\$363 million in FY24** but removed only **185 people** from the waitlist.
- **Land Use Issues:**
  - DHHL lands being used for **state energy projects** (e.g., wind farms, geothermal drilling) instead of prioritizing Native Hawaiian beneficiaries.
  - Specific concerns about projects on **Mauna Kea** and **Kawaihae**.
- **Call to Action:**

# DRAFT

- Urged OHA to investigate and address DHHL's deviation from Act 279 and its impact on long-waiting beneficiaries.

## Celebrations & Announcements

### 1. Trustee Akaka:

- Attended a **welcoming ceremony for the royal family of Pohnpei** on March 21, 2025.
- Event included traditional oli and lei greetings.

### 2. Trustee Alapa & Staff:

- Participated in a **reception for the Ambassador of Portugal**.
- Discussed cultural ties and future visits.
- Noted humorous and warm interactions, including a lunch with Portuguese legislators and cultural exchanges.

### 3. Trustee Ahuna:

- Attended the **Prince Kūhiō annual celebration** at Mauna 'Ala on March 26.
- Participated in a **memorial event for Kylie Kelly** at Thomas Square, with Trustee Souza delivering remarks.

## Final Notes:

- No additional announcements or final thoughts were presented by trustees.
- The next meeting is scheduled for **11:00 AM**.

## Motion to Adjourn:

- A motion to adjourn the meeting was made and seconded.
- **Roll Call Vote:**
  - Trustee Ahuna – Aye
  - Trustee Akaka – Aye
  - Trustee Akina – Aye
  - Trustee Alapa – Aye
  - Trustee Kahele – Aye
  - Trustee Lindsay – Aye
  - Trustee Souza – Aye
  - Trustee Waihe'e – Aye
  - Chair Galuteria – Aye
- **Result:** Motion passed unanimously (9-0)

## Meeting Adjourned.

**DRAFT**

Respectfully submitted,

Lei-Ann Durant, Aide

Date Approved :

Brickwood Galuteria, BAE Committee Chair  
Trustee At-Large



### **III. NEW BUSINESS**

#### **A. PRESENTATION BY ULUPONO INITIATIVE**




# Federal Funding Initiative



**Increasing Grant Writing Capacity  
in Local Food, Renewable Energy,  
Clean Transportation, and Fresh Water**

**April 16, 2025**





# ULUPONO

Founded in 2009, Ulupono Initiative strives to improve the quality of life for the people of Hawai'i by working toward **sustainable solutions** that support and promote **locally produced food, renewable energy, clean transportation**, and better management of **freshwater resources**.



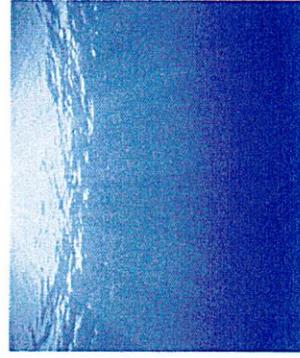


## Local Food



DA BUX Double Up  
Food Bucks  
Farm Link Hawai'i  
Farm-to-School  
Grant Writing  
Capacity Building  
Hawai'i 'Ulu  
Cooperative

## Fresh Water



Fresh Water Initiative  
Legislative Advocacy  
Post-Wildfire Water  
Testing on Maui  
WAI: Wastewater  
Alternatives &  
Innovations

## Renewable Energy



Carbon Lighthouse  
Community-Based  
Renewable Energy  
Honolulu Seawater Air  
Conditioning  
Performance-Based  
Regulation  
SolarCity

## Clean Transportation



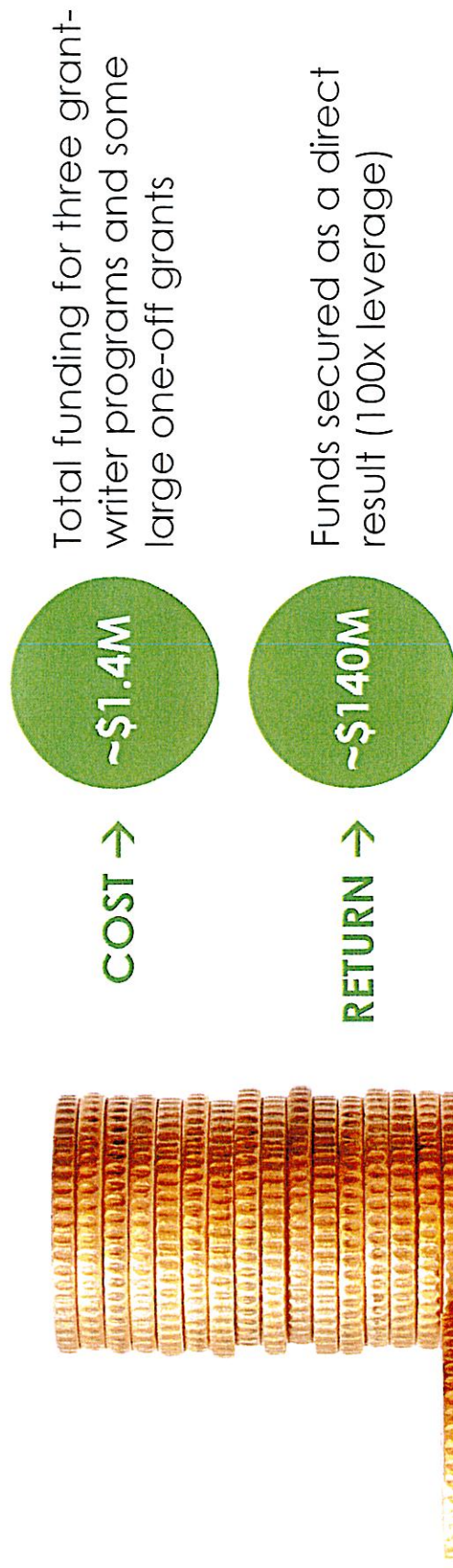
Biki/Bikeshare Hawai'i  
Community "Quick  
Builds" & Parklets  
Cost of the Vehicle  
Economy Report  
Drive Electric Hawai'i  
EverCharge



# Investing in Grant Writers Produces Results

ROI

For nearly 10 years (January 2014 – November 2023), Ulupono Initiative invested in building our partners' grant writing capacity to support the local food/agriculture sector.



# Investing in Grant Writers Produces Results

ROI

For nearly 10 years (January 2014 – November 2023), Ulupono Initiative invested in building our partners’ grant writing capacity to support the local food/agriculture sector.



Partner	Ulupono Investment	Total Funding Secured	Ratio
The Kohala Center	\$975,000	\$62,181,354	64:01
Climate Smart Commodities*	\$25,000	\$40,000,000	1,600:1
Regional Food Business Center*	\$10,000	\$30,000,000	3,000:1
O'ahu Agriculture & Conservation Association	\$266,500	\$6,002,000	23:1
Resilient Food Systems Infrastructure	\$266,500	\$3,000,000	11:1
Hawai'i Farmers Bureau	\$120,000	\$780,000	7:01

\*Ulupono's Investment contributed to other support the organization received toward these efforts



# Ulupono's Federal Funding Initiative

OVERVIEW

## Goal

To enhance grant writing capacity across state agencies, now expanding to multiple counties

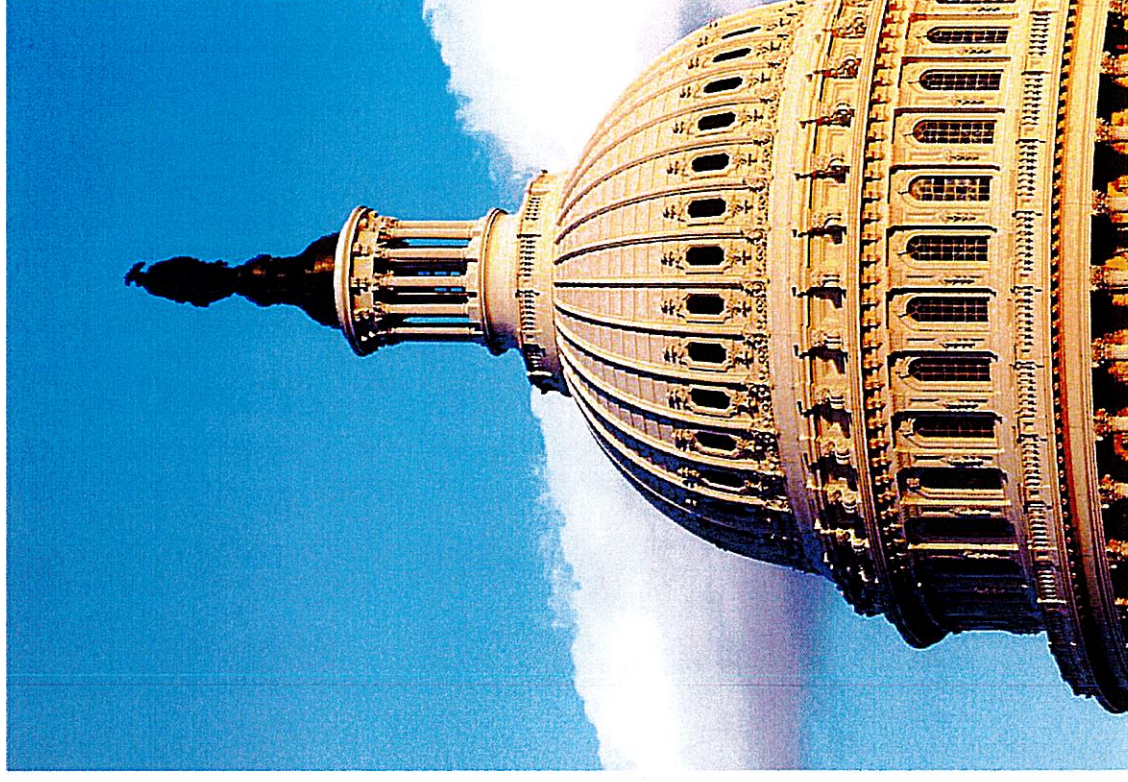
## Partners

- Governor's Office
- State and county agencies
- Strategies 360
- SR Partners (formerly Skog Rasmussen)

## Tasks

To review, curate, pair, respond to, and track federal funding opportunities in:

- Local food
- Renewable energy
- Clean transportation
- Freshwater management





# Ulupono's Federal Funding Initiative (Process)

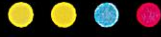
OVERVIEW



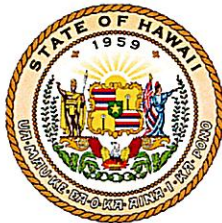


# Questions?

Keith DeMello  
[kdemello@ulupono.com](mailto:kdemello@ulupono.com)







**OFFICE OF HAWAIIAN AFFAIRS**

KE'ENA KULEANA HAWAI'I

560 N. Nimitz Hwy., Suite 200  
Honolulu, HI 96817

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU"), effective \_\_\_\_\_, is made and entered into by the Office of Hawaiian Affairs ("OHA"), and Ulupono Initiative LLC, a limited liability company ("Ulupono"), (collectively referred to as "Parties").

**I. RECITALS**

Ulupono is a Hawai'i-focused impact investment firm that strives to improve the quality of life throughout the islands by helping our communities become more resilient and self-sufficient through locally produced food, renewable energy and clean transportation choices, and better management of freshwater resources.

The OHA desires services to enhance the OHA's ability to obtain and expend federal funds for OHA projects that are designed to further critical OHA objectives, and Ulupono is agreeable to provide these services by funding and forming a team of individuals for such purpose.

NOW, THEREFORE, in consideration of the promises contained in this MOU, the Parties agree as follows:

- 1.1 Ulupono will fund a Team to provide to the OHA immediate supportive, consultative, and technical services for pursuing federal awards. As used here, "federal awards" mean financial assistance that provides support or stimulation to accomplish a public purpose, and include grants and other agreements in the form of money or property in lieu of money, by the federal government to an eligible recipient.
- 1.2 The Team's services may support individual OHA departments and programs' pursuit of specific federal awards as well as the development of OHA infrastructure and resources that increase the OHA's capacity to pursue federal awards. The Team's services may include, but are not limited to, the following:



- a. Identifying and implementing practices to increase the OHA's capacity and strengthen the OHA's efforts to identify and apply for federal awards;
  - b. Training on the federal awards process, applying for grants, and other topics to support the OHA's ability to maximize federal funding opportunities;
  - c. Providing data analytics, data dashboards, and summaries for public consumption on federal funds;
  - d. Facilitating relationships between OHA and federal departments, agencies, and actors;
  - e. Providing technical assistance, such as grant writing, tracking federal award opportunities, conducting outreach, and providing guidance on the federal appropriations process, including congressional earmarks; and
  - f. Participating in meetings on an as-needed basis with the OHA's federal funds team and other stakeholders.
- 1.3 The Parties agree that Ulupono's funding of a Team to support the OHA's efforts to pursue federal awards, is a gift that is given unconditionally to the OHA, without benefit, consideration or influence given in return to Ulupono, nor expectation by Ulupono that any will be received. The Parties agree to comply with Chapter 84, Hawai'i Revised Statutes ("HRS"), "Standards of Conduct".
- 1.4 The gift is for the use of the OHA for an official OHA purpose and in service to its objectives.
- 1.5 Ulupono, the Team selected by Ulupono, and members of the Team will not financially benefit from any federal award the OHA receives for which any individual member of the Team, pursuant to this MOU, was involved in the OHA's pursuit and receipt of the award.
- 1.6 Any monies gifted by Ulupono to fund a Team are to be considered a gift, and Ulupono is under no obligation to provide any continued or further funding.
- 1.7 This MOU shall not preclude nor prohibit Ulupono from gifting to the OHA, its departments, and its programs funding, including, but not limited to, funds gifted for use as matching funds for federal awards.

- 1.8 No person performing work under this MOU, including any subcontractor, employee, or agent of Ulupono, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.9 Ulupono is funding the positions comprising the Team established herein, however, it agrees that it will not seek, nor have any access to, any information which the Team or its individual members will be provided, or access. Ulupono will not exercise any supervisory or decision-making powers over the Team or its individual members other than to pay for the positions comprising the Team for work on federal awards that the OHA and Ulupono have mutually agreed to pursue
- 1.10 Ulupono shall not seek, nor access any material both finished and unfinished, pursuant to this MOU. The OHA shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived pursuant to this MOU, and all such material shall be considered "works made for hire." All such material shall be delivered to the OHA upon expiration or termination of this MOU. The OHA, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived pursuant to this MOU.
- 1.11 Ulupono agrees and understands that upon any termination of this MOU, or as otherwise required by applicable law, the Team and its individual members shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the OHA.
- 1.12 Ulupono and any subcontractors shall maintain the files, books, and records that related to the MOU, including any personal information created or received by Ulupono on behalf of the OHA, for at least three (3) years after the date of final payment under the contract. Personal information shall continue to be confidential and only disclosed as permitted or required by law. After the three (3) year period, or longer retention period as required by law, has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

## **II. OHA AGREEMENTS**

- 2.1 The OHA will use its best efforts to do the following:
  - a. Provide staff time, information, and data necessary for the Team selected by Ulupono to assist the OHA in pursuing federal awards.

- b. The OHA confirms that acceptance of the gift made by Ulupono and contemplated by this MOU, does not violate any Hawai'i state ethics guidelines, or other applicable state or federal laws.
- c. The OHA further acknowledges and confirms that Ulupono is not obligated to fund the Team or its individual members, or continue to fund the Team or its individual members, and may terminate funding of the Team's services, including any individual member's services, at any time, at the sole and absolute discretion of Ulupono.

### **III. ULUPONO AGREEMENTS**

#### **3.1 Ulupono will use its best efforts to do the following:**

- a. Identify a Team of individuals that will work with OHA to pursue federal awards.
- b. Provide funding to the Team to provide the supportive, consultive, and technical services described in this MOU. Also provide funding for any costs or expenses for the Team such as per diem, transportation costs, and meals.
- c. Gift the initial funding of a Team to support OHA in pursuing federal awards.
- d. Require any person or subcontractor serving as a member of the Team established pursuant to this MOU to complete an affidavit, provided by the OHA, attesting that the person or subcontractor will adhere to the confidentiality; proprietary; and undue benefit, consideration, and influence provisions described within the affidavit.
- e. Neither the decision to not fund grant writing nor the failure to secure grants under this program will be considered an act of omission for which either party is liable. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this MOU.
- f. All material given to or made available to Ulupono by virtue of this MOU, is identified as proprietary or confidential information, and will be safeguarded by Ulupono and shall not be disclosed to any individual or organization without the prior written approval of the OHA, such as for data dashboards and summaries for public consumption. All information, data, or other material provided by Ulupono to the OHA shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.



#### IV. OTHER TERMS

- 4.1 The signatories of this MOU may adjust tasks, deliverables, objectives, and agreements contained in this MOU and in any appendices to this MOU by mutual consent through a written amendment to this MOU.
- 4.2 Each Party to this MOU will notify all the other Parties in writing if a Party determines that any of the commitments made in this MOU are not likely to be met, accompanied by a written proposal to address the delay or shortfall.
- 4.3 Neither this MOU nor any provision hereof may be waived, modified, amended, or discharged except by an instrument in writing signed by the Parties.
- 4.4 This MOU constitutes the entire agreement of the Parties with respect to the matters set forth herein and it supersedes all prior or contemporaneous understandings or agreements among the Parties with respect to the subject matter of the MOU.
- 4.5 If a court of competent jurisdiction determines that a provision included in this MOU is legally invalid, illegal, or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOU and the balance of the MOU shall be reasonably interpreted to achieve the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this MOU with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.
- 4.6 The First Circuit Court of the State of Hawai'i, and no other courts, shall have exclusive original jurisdiction over any dispute relating to this MOU.
- 4.7 This MOU and any amendment may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document. Amendments to this MOU when executed by the Parties may be added as operative provisions by attachment(s) to the MOU without the necessity for re-circulation and signature of the original MOU in its entirety.

- 4.8 None of the Parties may assign any rights granted by this MOU without prior written approval of the other Parties. Approval of assignment may be granted or withheld in any Party's reasonable discretion.
- 4.9 Any Party shall be entitled to withdraw from this MOU by providing a 10-day notice to the other Parties.
- 4.10 Nothing in this MOU shall be deemed to create a partnership or any other trust relationship between the Parties, it being expressly understood and agreed that the Parties' obligations to each other under this MOU are not fiduciary in nature.
- 4.11 Each signatory below attests that he or she is duly authorized to execute this MOU on behalf of the Party he or she represents.
- 4.12 This Memorandum shall become effective upon the date of final signature and shall remain in effect for 2 years.

**(The rest of this page is intentionally left blank. The next page is the signature page.)**

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

**OFFICE OF HAWAIIAN AFFAIRS,**  
a body corporate established by the  
Constitution of the State of Hawai'i

**ULUPONO INITIATIVE LLC,**  
a limited liability company

By: \_\_\_\_\_  
Stacy K. Ferreira  
Its: Ka Pouhana, Chief Executive Officer

By: \_\_\_\_\_  
MURRAY CLAY  
Its: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Content:

By: \_\_\_\_\_  
KEITH DEMELLO  
Its: Senior Vice President,  
Communications & External Affairs

By: \_\_\_\_\_  
KEHAULANI PU'U  
Its: Ka Pou Nui, Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Everett Ohta  
Its: Ka Paepae Puka Kūikawā,  
Interim General Counsel

Date: \_\_\_\_\_





### **III. NEW BUSINESS**

#### **B. PRESENTATION BY THE NATIVE HAWAIIAN LEGAL CORPORATION**

**\*NO MATERIAL AVAILABLE AT THIS TIME**



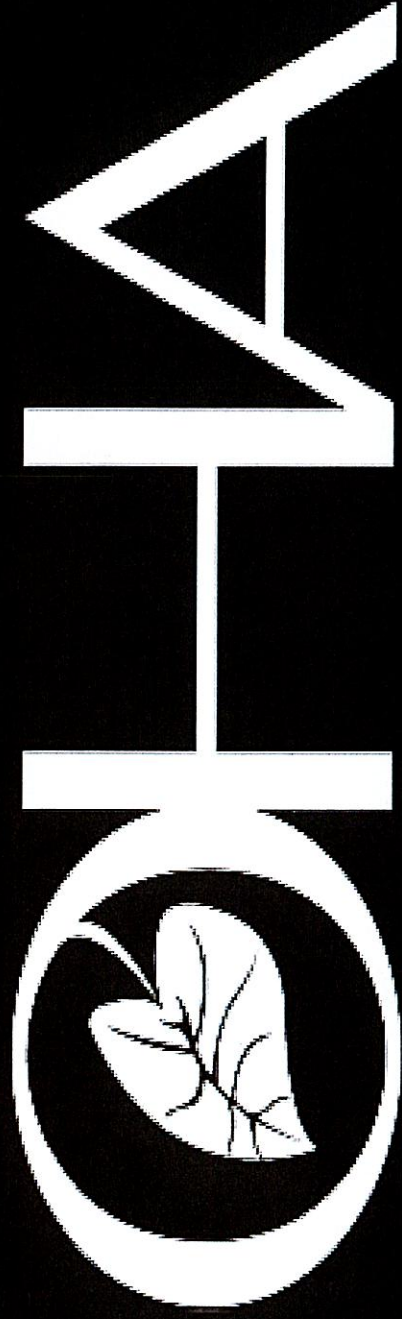
### **III. NEW BUSINESS**

#### **C. PRESENTATION BY ADMINISTRATION**

#### **UPDATE ON COMPLETED OHA EUROPE-U.S. EAST COAST REPATRIATION ACTIVITIES**

**\*NO MATERIAL AVAILABLE AT THIS TIME**





# The Office of Hawaiian Affairs

Report:  
OHA Europe-US East Coast Repatriation  
Activities - April 22 to May 3, 2025

# Purpose

- Negotiating a shared stewardship agreement for 2 ki'i from the Prussian Cultural Heritage Foundation (SPK) in Berlin Germany.
  - continuation from a claim initiated in 2018
  - 27 iwi kūpuna and 12 funerary objects repatriated in 2022
  - OHA was encouraged to continue discussion for 2 ki'i following 2022 repatriation
- Repatriating 3 iwi kūpuna from the Ulster Museum in Northern Ireland
  - continuation from a 2021 claim (alerted by Council Member Inaba)
  - 2 iwi kūpuna and 5 sacred objects previously returned in 2022
  - OHA notified of 3 more iwi kūpuna in November 2024
- Attend cultural ceremonies for the repatriation of 2 cultural objects from Peabody Essex Museum and the Smithsonian (invite from Hui Iwi Kuamo'o)



# Purpose

- ❖ International Repatriation is in alignment with BOT Executive Policy Manual pertaining to Iwi Kupuna (2080) and International Engagement (2090.3)
- ❖ Aligns with:
  - Strategic Plan Foundations: ‘ohana and mo‘omeheu
  - Strategic Direction: Health Outcomes



# Pre-Departure: 04/21/2025

- ‘Awa Ceremony and Mea ‘Ai at Ka Waiwai Collective/Native Books (6pm)

Arranged by Hui Iwi Kuamo‘o  
Kahu: Kamana‘opono Crabbe

Attendees: OHA staff x 2; Trustee Dan Ahuna; Hui Iwi Kuamo‘o,  
Invited Hawaiian Cultural Practitioners

- OHA Funded Travelers:

Kamakana Ferreira (Compliance Archaeologist, Advocacy)  
Kū‘ike Kamakea-‘Ōhelo (‘Ōiwi Wellbeing and ‘Āina Director, S&I)  
Edward Halealoha Ayau (Executive Director, HIK)  
Uluwehi Cashman (Kaula, HIK)  
Ko‘iahi Punua (Kaula, HIK)

- HIK Travelers: Mana Caceres; Kalehua Caceres; Kamana Caceres; Halona Tanner;  
Kalei Velasco; Keoki Pescaia; Naalehu Anthony (contractor – media) ; Bryson Hoe  
(contractor -media)



# Consultation with SPK: 04/24/2025

(Berlin, Germany – Humboldt Forum)





# Consultation with SPK: 04/24/2025

- Able to come to agreement on technical concerns:
  - transport of ki'i
  - export certification (STOP Act)
  - clarity on insurance terms

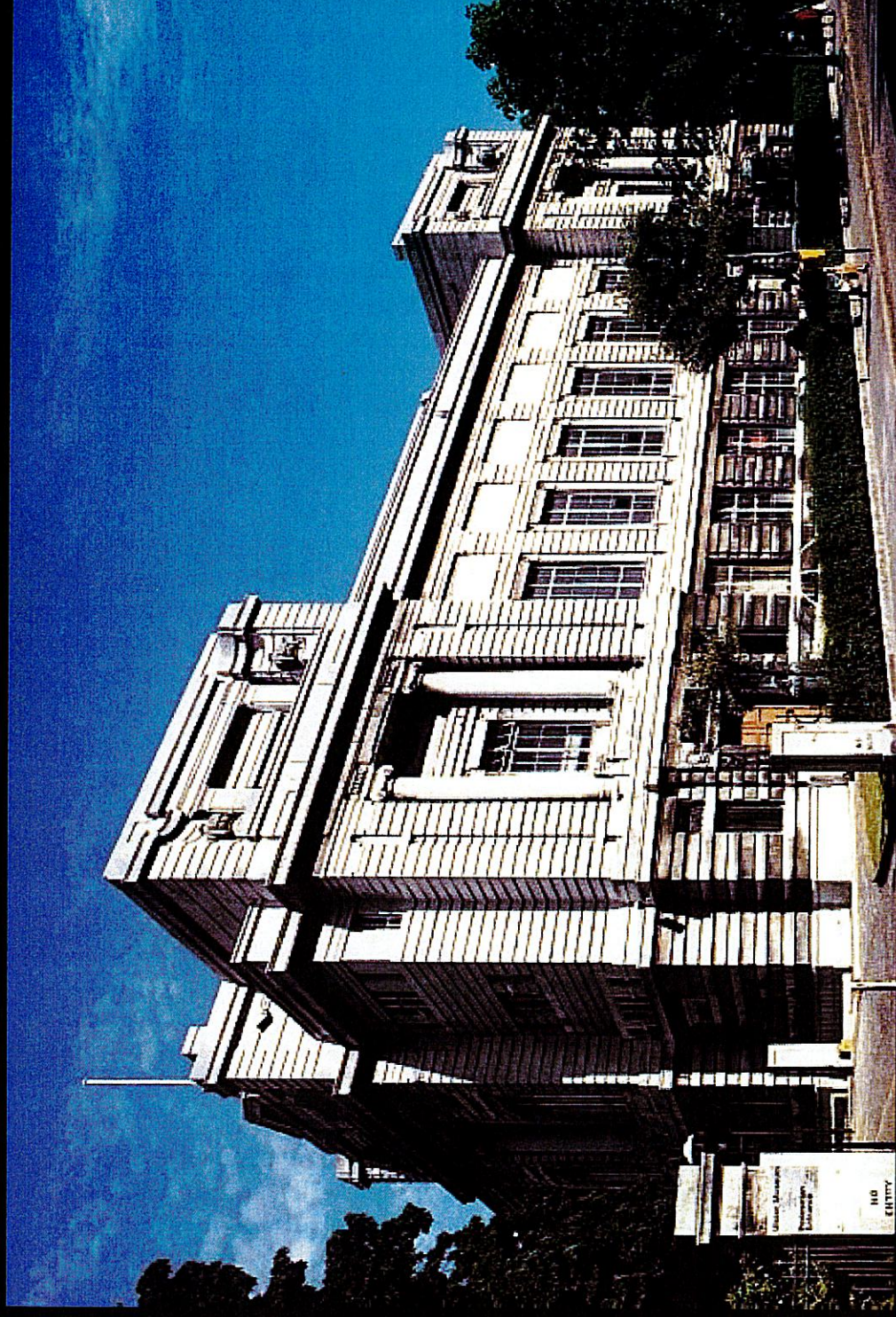
**\*SPK Attorney to revise current SSA draft (1-2 months);  
OHA will then send to Corp Counsel for review**

- Signing of an agreement does not need to wait for SPK bi-annual Board meetings
- SPK to examine whether pesticides or other chemicals utilized in the past.
- OHA to provide guidance on exhibition display (ongoing)
- OHA to provide guidance on past restorative actions taken (ongoing)



# Repatriation at Ulster Museum: 04/28/2025

(Belfast, Northern Ireland)





# **Repatriation at Ulster Museum: 04/28/2025**

**(Belfast, Northern Ireland)**

- Private Ceremony (pack 3x iwi kūpuna)
- Public Ceremony at Ulster Museum Green Room  
Speakers: Consul Gen. James Applegate  
Kathryn Thomson (CEO, NMNI)  
Ku‘ike Kamakea-‘Ōhelo (OHA)  
Mana Caceres (HIK)  
Kalehua Caceres (HIK)  
Kamana Caceres (HIK, ‘olelo Hawai‘i)

Formal signing of transfer of possession  
Support letter from US Consulate



# Repatriation at Ulster Museum: 04/28/2025

(Belfast, Northern Ireland)

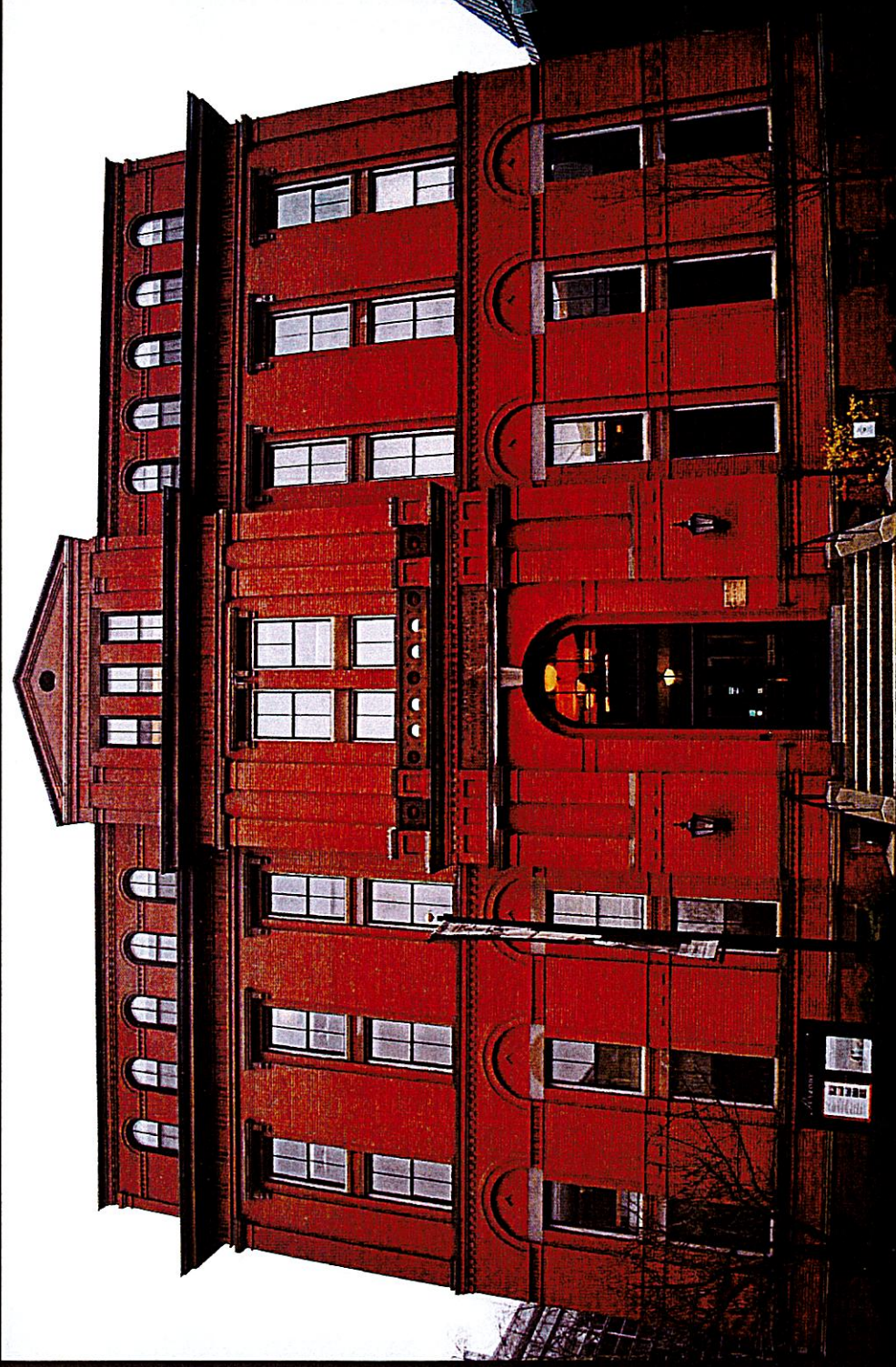




# Repatriation at Harvard Peabody Museum

04/30/2025

(Cambridge, Massachusetts)





# Repatriation at Harvard Peabody Museum

04/30/2025

(Cambridge, Massachusetts)

Akua Hulu Manu of Kekuaokalani to HIK/Descendant (NAGPRA)

Public Ceremony at Harvard, Divinity Hall

Kahu: Dr. Kamana‘opono Crabbe

## Speakers (Harvard)

Dr. Jane Pickering (Director)

Dr. Ingrid Ahlgren (Curator)

Deanna Byrd (Associate NAGPRA Director)

## Speakers (Hawai‘i)

Dr. Kā‘eo Duarte (VP of ‘Āina Pauahi, KS)

Dr. Kamana Beamer (Aloha Kuamo‘o ‘Āina)

Edward Halealoha Ayau (HIK)

Ku‘ike Kamakea-‘Ōhelo (OHA)

Ceremony: ‘Aha ‘Awa; Presentation of Makana (lei hulu, lei maille)

# Repatriation at Smithsonian Museum of Natural History: 05/01/2025

(Washington, DC)





# Repatriation at Smithsonian Museum of Natural History: 05/01/2025

(Washington, DC)

‘Ahu ‘Ula of Kekuaoakalani to HIK/Descendant  
(National Museum of the American Indian Act)  
Public Ceremony at Harvard

Kahu: Dr. Kamana‘opono Crabbe

## Speakers (Smithsonian)

Dr. Kirk Johnson (Director)

Dr. Rebecca Johnson (Associate Director of Science)

Dr. Joshua Bell (Curator)

Halena Kapuni Reynolds (Associate Curator, ‘oli – ‘olelo Hawai‘i)

## Speakers (Hawai‘i)

Dr. Kā‘eo Duarte (VP of ‘Āina Puahi, KS)

Dr. Kamana Beamer (Aloha Kuamo‘o ‘Āina)

Edward Halealoha Ayau (HIK, Kekuaoakalani Collateral Descendant)

Ku‘ike Kamakea-‘Ōhelo and Trustee Dan Ahuna (OHA)

Ceremony: ‘Aha ‘Awa; Presentation of Makana (Canvas print of  
Battle of Kuamo‘o, lei niho palaoa, lei hulu, lei maile)



# Repatriation at Smithsonian Museum of

Natural History: 05/01/2025

(Washington, DC)





# Return to Hawai'i: 05/03/2025

(Kona to Hilo , Hawai'i Island)

- Receiving party at United Cargo to receive 'ahu'ula  
Attended by: HIK, OHA Staff (x1), KS Haumana, Flores 'ohana, Sai 'ohana
- Arrival at Hawai'i Volcanoes National Park Curation Facility  
Greeted by KS Haumana with makana  
Private Ceremony in Curation Room with HIK
- Iwi from Ulster Museum placed in the care of HIK for reburial

# Repatriation Cost

- OHA: 2x OHA staff; 3x HIK Members (\$6,302.24/person)

**Approximate Total: \$31,511.20**

(FY25 Repat Budget: \$63,745)

- HIK: 8x HIK Members; 13 x Hawaiian practitioners;

**Approximate Total: \$100,055.22**

**+Crate for ‘Ahu‘ula: \$7,925.00**

(excluding ground transport, meals, and media contract;  
actual HIK expense expected to be closer to \$200,000)



# MAHALO

*Discussion & Questions?*



### **III. NEW BUSINESS**

#### **D. PRESENTATION BY ADMINISTRATION**

#### **2025 LEGISLATIVE SESSION WRAP-UP**

**\*NO MATERIAL AVAILABLE AT THIS TIME**