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**January 19, 2016**

REQUEST FOR QUALIFICATIONS (RFQ) HLID 2015-01

**RELATING TO THE HĀLAWA-LULUKU INTERPRETIVE  
DEVELOPMENT PROJECT – HALAWA STEWARDSHIP**

**ADDENDUM-03 – Response to Request for Information (RFI) -- Halawa**

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Questions

**1.Q. How is “in perpetuity” specifically defined (pg 6 of RFQ)?**

1.A

We at HLID hope that the stewards selected will be interested in maintaining these sites and built structures for as long as they responsibly can to ensure the care of any built structures and the sites (50-80-10-2010 and -2137) beyond the length of the HLID project. However, HLID cannot guarantee what kind of conditions will be in the Use & Occupancy (U&O) agreement with HDOT. Once the HLID project is completed, HLID will no longer exist. The U&O agreement with HDOT will be what governs the length of time the steward will be able to steward the land. We hope that the U&O will be long term, but we cannot guarantee that.

**2.Q. What say will this Steward have over long-term cultural access and restoration of Halawa as a whole?**

2.A.

HLID would like to make it clear that all HLID Project lands are the property of HDOT. It is our understanding that HDOT owns most of North Halawa Valley from ridge to ridge. For specific property boundaries, we encourage anyone to look up the exact TMK (Tax Map Key) information on the Honolulu Land Information System website (HoLIS) and contact HDOT directly. Only the land owner has the ability to govern the control (subject to the right of native tenants) of access to anyone or organizations. Since HDOT is the land owner, a Use & Occupancy (U&O) agreement with HDOT must be obtained by the steward. HLID assumes that specific parameters in the U&O will be in place governing how stewards will access the HLID project areas and what precautions and protocols are to be in place for anyone (i.e., volunteers, visitors, students) visiting the HLID sites under the steward's programs and partnerships. Ideally, site use will be well defined in the Stewardship Management Plan (SMP). Anyone attempting to visit the site that is not part of the recognized steward organization, program, or partnership is to do so via HDOT. It is not the responsibility of the steward to control access to the HLID Project Area or the rest of the valley. However, the steward may elect to report any suspected unauthorized access (i.e., illegal hunting, vandals, or thieves) to the land owner if they choose. Anyone visiting or trespassing on HDOT land that is not part of the steward organization, program, or partnership will not be covered under the liability insurance to be acquired by the selected steward.

As specified in Section 2.1.1 of the RFQ, stewardship work and responsibilities are restricted to the HLID Project Areas. This includes up valley Sites 50-80-10-2137 and -2010; and the under the viaduct area. Locations of these areas are specified in Attachment B, page 11, of the RFQ.

As detailed in Section 2.4 of the RFQ, any maintenance and use of the built contemporary structures by HLID will be the responsibility of the stewards. HLID assumes that the U&O with HDOT will have specifics regarding the security, use and access of these built contemporary structures. The use of these contemporary structures would likely be solely controlled by the responsible steward who will have protocols in place for facility use.

**3.Q. If the hui is an organization, what power does the Board of Directors of that organization have over long-term cultural access and restoration of Halawa as a whole? Does the President or any other position on the organization's board have specific responsibilities and/or determination power in regard to long-term cultural access and restoration?**

3.A As detailed in the answer to question 2Q (Addendum 3), the stewarding entity does not control access to Halawa as a whole. HDOT, as the land owner, governs the control of the valley (subject to the right of native tenants). The steward will likely be responsible for the control and access of the HLID built structures. The U&O with HDOT will have specific parameters for how the structures and the two cultural sites (50-80-10-2010 and -2137) will be accessed by them, any of their partners, or visitors that are part of their steward programs. **Anyone attempting to visit the site or valley that is not part of the recognized steward organization, program, or partnership is to do so via HDOT.**

**4.Q. If the Stewardship entity at any point in the future is unable to meet the requirements (cultural or otherwise) of the RFQ or stewardship MOA, what happens? If the MOA is invalidated, how would cultural needs be protected? What happens to facilities, restoration plans, etc.?**

4.A

As stated in Section 5.14 of the RFQ, “if, for cause, the steward fails to satisfactorily fulfill in a timely and proper manner the steward’s obligation under the MOA or breaches any promises, terms or conditions of the MOA and having been given reasonable notice of an opportunity to cure any such default and not having taken satisfactory corrective action with the time specified by the OHA, the OHA shall have the right to terminate the MOA by giving written notice to the steward of such termination at least SEVEN (7) calendar days before the effective date of such termination.”

The stewardship component is very important to the long term care of the sites and the buildings constructed using HLID funds on HDOT property. HDOT is concerned who will take care of these buildings once they are built. If the steward is terminated for violating the MOA, then a new RFQ will need to be posted since the stewardship is integral to the longevity of the HLID project. If there are no future applicants, then HLID will be required to look for other means to try and address the maintenance concerns of HDOT since we plan on moving forward with proposed plans for construction.

**5.Q. If the Project Manager, or any other important position in the stewardship entity becomes unable to fulfill the position due to any circumstance, what happens? Is this purely an internal decision, or is there any means for a say in this by any other entity or by the Public? If there is external opposition to a position change, what remedy might be used by the public or others with interest in matters relating to stewardship, the project, etc.?**

5.A

As stated in Section 5.5 of the RFQ, individuals on the Core Team and/or the Project Manager will not be replaced on the HLID Project without written notification to HLID. The change should only occur if the replacement(s) of the Project Manager and/or Core Team can display that they are equally qualified or more qualified than the original personnel. Failure to do so could result in termination of the MOA with OHA and loss of appointment as steward.

If the steward selected is a hui of sorts, HLID nor anyone else will be able to govern the way they hire or elect new individuals. That is the right of the hui and something that is subject to whatever policies they may have. However, as detailed in the first paragraph of this answer, if they wish to remain as steward with a replacement Project Manager and/or Core team, then the individuals must be able to display the same qualifications that the steward was required to have at time of stewardship appointment.

**6.Q. What are the precise definitions of the Project Area in Halawa? What is the approximate acreage? What are the specific boundaries?**

6.A

As stated in Section 2.4 of the RFQ, two areas are considered part of the HLID project for Halawa: 1) "Under the Viaduct"; and 2) "Up Valley" (Sites 50-80-10-2010 and -2137). The acreage in Section 2.4 of RFQ listed for "Under the Viaduct" is 2.75 acres, while the "Up Valley" is listed as 9.75 acres. Maps detailing the full extent of the sites and "specific boundaries" are provided in Attachment B of the RFQ.

**7.Q. What specific powers will the Steward have in regard to control of cultural access to Halawa? In terms of restoration, management, etc. of the entirety of the Valley? In terms of "Phase 2" restorative elements (such as resistance history on pillars)?**

7.A

We ask that you refer back to the answer to question 2 of this RFI regarding access to the entirety of the valley. The valley belongs to HDOT, thus they have the sole right to govern access (subject to the rights of native tenants).

In terms of "Phase 2" elements, the Steward would only be able to initiate approved elements. The HLID project is still in our design phase and we have yet to gain the necessary permits and reviews (i.e., Environmental Assessment) to enable Phase 1 and Phase 2 elements. Approved Phase 1 items are to be built by HLID, while approved Phase 2 items can be done by the steward. All of this is also mentioned in Attachment B (page 25) of the RFQ.

**8.Q. Will any other organizations or individuals have specific say in cultural access, issues, restoration, etc?**

8.A

In terms of control of access, we refer you back to the answer to question number 2 to of this RFI.

In terms of restoration, the steward will be asked for input regarding the design of built structures and thoughts on proposed rehabilitation. If they have partnering agencies that they wish to have aid in their decision making, then we cannot stop them from any means in which their hui uses to reach a consensus on decisions.

In the end, HLID cannot control what is approved or permitted. Designs will be put forth and collaborated upon with our Architects & Engineers (A&E). From here, the A&E will proceed with necessary permitting and review. We cannot control this outcome, but we hope to have all the necessary approvals and permits to enable the selected stewards to take care of the sites and built structures responsibly.

**9.Q. To what degree is the Steward responsible for the actions, fires, legality of vehicles, etc. of other practitioners accessing the project area?**

9.A

As stated in the answer to question number 2 of this RFI, “Anyone visiting or trespassing on HDOT land that is not part of the steward organization, program, or partnership will not be covered under the liability insurance to be acquired by the selected steward.” For questions regarding control of access, refer back to the details in question number 2.

**10.Q. Are there alternatives that would ensure long-term access and say over affected areas by cultural practitioners with kuleana and history who are not part of the stewardship entity?**

10.A

For questions regarding control of access, refer back to the details in question number 2.

In terms of “say” over steward programs and built structures in the HLID Project areas, any cultural practitioner or person has the right to approach the stewarding entity or HDOT (the landowner) to voice their concerns and thoughts. During the design and construction phases of the project, concerns can also be voiced to HLID. However, when the HLID Project is finished, the stewarding entity and HDOT should be

approached solely for such concerns regarding stewarding programs and the built structures.

**11.Q. In regards to the Flash Flood Warning System, it is stated that “HLID has discussed the installation of a Flash Flood Warning System with the United States Geological Survey (USGS) agency. The annual cost to maintain the system is approximately \$9660. Once the HLID Project is completed, the stewards will be responsible for this annual maintenance cost unless other arrangements are made with OHA.” What “other arrangements” are possible? What happens if steward is financially unable to pay for the cost?**

11.A

HLID cannot predict what future actions the stewarding entity or OHA may take regarding the Flash Flood Warning System. “Other arrangements” simply refers to a myriad of possible options (i.e., alternative systems, grants) to be explored. For example, HLID or the steward could approach the OHA Board of Trustees and ask for an allocation of funds.

At the time the RFQ was being drafted and finalized, it was HLID’s understanding that HDOT was firm on requiring some type of Flash Flood Warning System in the valley. For this reason, HLID spent quite a bit of time and resources exploring options for such a system. The price presented in the RFQ was the best monetary option available from the systems researched. However, currently, HDOT has realized that the cost associated with such a system would be a huge burden to the stewarding entity. Currently, other options are being explored that cost much less or perhaps not cost anything at all. HLID believes the issue will be resolved prior to any U&O to be worked out with HDOT. We are optimistic that any new options will be much more amiable to the selected stewards.

If any new option should require funding, then a solution would need to be worked out so that the steward could handle the financial burden. HLID assumes that the specific protocols for paying for the system would be set in the U&O with HDOT. At the time, specific terms will be worked out to deal with delinquent payments should payments be required.

**12.Q. What does “collusion” among submitters (pg. 34) mean? How is this defined? Do submitters need to be concerned about communication between them if there are only two submitters?**

12.A

As with any State procurement, “collusion” is a real threat to the procurement process that anyone has the right to protest. HLID views collusion as “any secret cooperation

or conspiracy amongst submitters to cheat or deceive the steward selection process”. A protest procedure is detailed in Section 1.22 of the RFQ. Should anyone think that collusion is occurring, they have the right to report it to HLID per the instructions in Section 1.22.

**13.Q. Regarding the statement that “a submitter will be disqualified and the SOQ automatically rejected (if) the SOQ has any provision reserving the right to accept or reject steward selection, or to enter into a Memorandum of Agreement (MOA), or provisions contrary to those required in the solicitation”: What does “any provision reserving the right to accept or reject steward selection” mean? What does “to enter into a Memorandum (MOA)” mean in this case? What does “provisions contrary to those required in the solicitation” mean?**

13.A

As with any State procurement, when proposals or qualifications are submitted for a solicitation, the applicant (submitter) must not include terminology in their proposal or qualification packets that states that their possible selection is conditional. This is what is meant by the phrase “any provision reserving the right to accept or reject steward selection”. Applicants are either interested in applying and accepting appointment (as evidenced in their submittal) or not (as evidenced by their non-submittal). If negotiations are to be made, it is to be made at the time of the crafting of the Memorandum of Agreement and not part of the SOQ packet.

The phrase “to enter into a MOA” in this case is referring to the MOA that the steward will enter into when they are selected. As mentioned in the first paragraph of this answer, applicants must not include terminology stating that their willingness to participate in the MOA is conditional. We assume that people who are applying are serious about obtaining steward appointment. We do not want to entertain applicants who will not be willing to enter into an MOA or find creative solutions to craft an MOA that is mutually beneficial to the steward and HLID. If the steward should later choose that conditions of the MOA are still not acceptable, then they have every right to refrain from signing it and accepting the steward position. The MOA is meant to be negotiated, and we need applicants who are willing to negotiate and find creative solutions that are beneficial to the steward and HLID. The SOQ packet is not the venue to dictate terms and conditions of appointment. At any point in the selection process or MOA drafting, the steward does, however, have the right to withdraw.

The phrase “provisions contrary to those required in the solicitation” means that the applicant (submitter) must not include terminology in their SOQ submittal which argues against the requirements of the SOQ packet or the questions in Attachment A (SOQ Form). The requirements are detailed in Section 3.7. Should the applicant have

questions about the SOQ, an RFI is to be submitted per the procedures in Section 1.9. If there is a protest of the overall steward selection process, see the protest procedure in Section 1.22 of the RFQ. The SOQ should not be a venue for RFIs or protests. This is why this terminology is included.

**14.Q. Is this Request for Information public record? Does it become public record at any point.**

14.A

Once the RFI is completed, it will be posted publicly on the OHA website (<http://www.oha.org/solicitations>). As a courtesy, HLID has also been sending Addendum to the RFQ to all attendees at the Prequalification meeting.

As with any State procurement, all procurement materials will be made publicly available at the time of steward appointment. This is to allow the public to evaluate and possibly protest the appointment or process. The protest procedure is provided in Section 1.22 of the RFQ if anyone is interested.

**15.Q. Is the SOQ permanent public record? Is it available anywhere besides the HLID website?**

15.A

The SOQ will be posted publicly on the OHA website (<http://www.oha.org/solicitations>). The SOQ is NOT posted on the HLID website. As with any State procurement, all procurement materials will be made publicly available at the time of steward appointment. This is to allow the public to evaluate and possibly protest the appointment or process. The protest procedure is provided in Section 1.22 of the RFQ if anyone is interested.

The SOQ and all related RFQ procurement materials will be retained by HLID and eventually given to HDOT at the close of the project. HDOT will likely store the materials as long as their record retentions policy requires them to. If anyone should wish to see the materials while it is retained by HDOT or HLID, the materials should be requested via their records retentions personnel.

**16.Q. Is there public review of the SMP, business plan, ICSMP, etc.??**

16.A

At this time, no public review of the SMP, business plan, or ICSMP is planned or required. The necessity for such a review may be re-evaluated after further discussion with the steward and HDOT upon completion of such plans.

**17.Q. Is there any public comment period in any of this process, other than the CDUA?**

17.A

The CDUA (Conservation District Use Application) is not part of this stewardship selection process. As stated in the response to question 16, at this time, no public review of the SMP, business plan, or ICSMP is planned or required. Any proposed plans by the steward or HLID, will, however, need to be reviewed by the land owner, HDOT, for approval. The necessity for a public review may be re-evaluated after further discussion with the steward and HDOT upon completion of such plans.

All HLID design plans will be subject to an Environmental Assessment, CDUA (Conservation District Use Application), and applicable permitting prior to any implementation. These tasks will be carried out by HLID's Architect & Engineer (A&E) contractor. The public may comment on design and implementation plans at applicable times in the EA, CDUA, and permitting processes.

**18.Q. Sec 5.6 Records (p. 51): Who has access to records outlined in this section? Are they public? What agencies, etc. have access?**

18.A

The phrase "may elect to" is used here to say that the steward has the option or not to retain any fiscal records. We use the word "should" to recommend that retainment of the performance records (if any) under the MOA is perhaps in the best interest of the steward in the case of any possible litigation. The stewarding entity may have their own policies regarding fiscal and performance records. The fiscal and performance records of the steward may also include information that is irrelevant to the HLID project if they are not exclusively caring for the Halawa sites. At this time, there is no requirement for the steward to disclose their financial and performance records publicly or to any agency. We also do not know if HDOT will require any type of disclosure of financial and performance records as part of the Use & Occupancy (U&O) agreement. It is not HLID's job to tell the steward how to run their own business, but we will evaluate their ability to run a business in their Statement of Qualifications (SOQ) packet submittal. Information included in the SOQ will, however, become public information. If in the crafting of the Business Plan and Stewardship Management Plan the stewards or HLID feel it would be beneficial to disclose fiscal and performance information to the public, then the issue can be discussed/explored further at that time.

**19.Q. How is "without any fault of its part (p. 52, paragraph 5)" defined?**

19.A

If the steward became a party to any litigation commenced by or against the steward during their work as steward under the MOA, then the steward would be solely

responsible for the charges and applicable attorney fees if the action was done so without any involvement from or accusation to OHA or HLID. In such a case, the phrase “without any fault of its part” is meant to indemnify the OHA from possible expenses occurred from litigation against or commenced by the steward.

**20.Q. Regarding Confidentiality of material (p. 52 sec 5.10): What materials does “under the MOA” refer to? Is this for the duration of stewardship, or only during the application/retention process? Can OHA give “prior written approval” to make some records public, or available to other involved organizations or individuals? If so, what is the process? Does this mean that the steward cannot share information such as reports, data, plan, etc., with involved organizations or individuals without explicit approval from OHA?**

20.A

Although the target of this question is Section 5.10, the records retention policy in Section 5.12 is also relevant to HLID/Steward collaborative tasks. As detailed in the answer to question four of Addendum 1 regarding Section 5.12, “the clause [Section 5.12] is pertinent to items completed using HLID funds for collaborative tasks. Although stewardship is not for monetary compensation, HLID equipment (i.e., printing, photos) and personnel time will be utilized for these collaborative tasks. As indicated in Section 2.2.1 of the RFQ, collaborative tasks include the Stewardship Management Plan (SMP) and the Interim Cultural Site Maintenance Plan. The clause is to ensure that documents and plans developed in collaboration with HLID would be retained by OHA since the monies used (i.e., personnel time, printing, equipment) by HLID are provided by HLID’s funders HDOT and FHWA. Per OHA’s Cooperative Agreement (#2550, item 13) with HDOT, all HLID items are to be retained and provided to HDOT at the end of the project. Any work created in collaboration with HLID and using HLID funds would be subject to this clause. Work or research accumulated independently by the steward during or prior to the MOA execution would not be subject to this clause.”

Furthermore, all documents done in collaboration with HLID will be made publicly available. Prior to the release of these documents, we would not like to prematurely release information or drafts unless it is necessary to do so. For this reason, we ask for “prior written approval” before making draft records or data prior to public release. In this case, a simple written request or email would suffice for documentation purposes. HLID will then evaluate the request with HDOT prior to releasing any drafts.

**21.Q. Return of records and property to OHA (p. 53, sec 5.12): Under this scenario, how would determination be made as to what is OHA’s property and what is not? What is collaborative work done between steward and other cultural organizations or individuals involving collective intellectual property, data, videos, etc.? What happens to this?**

21.A

Please see the answer to question 20Q of this RFI, or see the answer to question 4Q of Addendum 1.

**22.Q. How does the long-term curation of artifacts relate to stewardship? How may these be viewed or assess in a trustworthy manner (i.e., assessment by a qualified cultural practitioner)?**

22.A

HLID and OHA's current understanding of artifact curation for Interstate H-3 artifacts is that the State Historic Preservation Division (SHPD) is to decide a proper institution for curation per Stipulation I of the 1987 Memorandum of Agreement between SHPD, ACHP, and FHWA. HDOT and OHA signed as concurring parties to this 1987 MOA. At this time, a facility has not been agreed upon by all 1987 MOA signatories. SHPD's current concern is that any facility chosen must meet curation standards of 36 CFR 79. Whatever is decided, we hope that the stewards may be able to loan or borrow artifacts from the selected curation facility as part of an interpretive educational program.

**23.Q. Ha'iku: As there is no RFQ for Haiku, what is possible in terms of stewardship and healing of Haiku within this framework? How can stewardship of Halawa support the healing of this area?**

23.A

We hope that stewardship selection for Ha'iku can take place at a later time. The process of steward selection is a new thing for OHA and HLID, so we (HLID) thought it best to try the process out on our more established project areas, Halawa and Luluku, first. Furthermore, access to the Halawa and Luluku areas are currently allowable. However, the capacity of the mitigation effort and planning for Ha'iku is severely diminished due to the complex land ownership in Ha'iku valley. The land owner issue is believed to be one of the main reasons why the area was in and out of the project over the years. To access the HLID project area in Ha'iku requires one to traverse multiple properties owned by various land owners (i.e., Board of Water Supply, Department of Hawaiian Homelands, Hawaii Housing Finance & Development Corporation). We cannot begin to select a steward for the area unless we can guarantee access. At this time, we cannot. We have worked very hard to get interim access from all land owners; however, this interim access is only meant for us to establish boundaries and acquire data we may need for mitigation planning. We hope that future plans of stewardship are amiable to all land owners in the area so that they may eventually allow that type of access needed for stewardship.

**24.Q. International law standards: To what degree will this process comply with international standards such as the United Nations Declaration of Human Rights (UHDHR), the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), and other relevant global standards? How will this agreement affect any prior rights of indigenous use and occupancy, titles, vested rights and interests, mineral rights, or customary Hawaiian National usages, and judicial precedent(s), in view of the facts, findings, and conclusions per USPL 103-150, The Apology Resolution, W.J. Clinton, Nov. 23, 1993, wherein it states that there has been no voluntary relinquishment of inherent sovereignty in the "...National lands."? What happens to the provisions of this process in the event of independence? What might happen in the event of federal recognition of a Hawaiian "Nation"? What happens in the event of such federal recognition in the event that the cultural steward is not registered with the "nation", due to political protest of that process? What status would other unregistered cultural practitioners have in this circumstance?**

24.A

At this time, we do not dismiss the possibility of federal recognition for Hawaiians or the possible establishment of a Hawaiian nation. However, anything that we could theorize at this point regarding how this would affect stewards would purely be conjecture.

The current process used for steward selection is a fair and equal process open to anyone who wishes to apply. Because the project areas are on State lands, using a steward selection process appeared to be the fairest way to allow other interested parties to participate. We do not believe we are violating any laws in this process. If anyone (international or national citizen) wishes to protest the selection process or steward selection, a protest procedure is laid out in Section 1.22 of the RFQ. The stewardship RFQ was posted to the OHA website ([www.oha.org/solicitations](http://www.oha.org/solicitations)), the Honolulu Star Advertiser (November 1<sup>st</sup> issue), the OHA Ka Wai Ola Newspaper (November edition), and the Hawaii Conservation Alliance Job Bank ([www.hawaiiconservation.org/job-bank](http://www.hawaiiconservation.org/job-bank)). Since the land is owned by HDOT, HDOT has purview over what activities are ultimately able to take place. This is why Section 5.1 of the RFQ mentions that HDOT will review any collaborative works done as part of stewardship. As protected by the Hawaii State constitution, access to land is subject to the right of native tenants. The steward's role is not to restrict or control the access to cultural sites. The land owner, HDOT, rather controls access to North Halawa valley (subject to the right of native tenants). The proposed path for stewardship does not conflict with the rights allotted to indigenous peoples.

A recent work, "The Study of the International Law and Policy Relating to the Situation of the Native Hawaiian People" (June 2015) by S. James Anaya and Robert A.

Williams, Jr., illustrates quite nicely the rights allotted to indigenous peoples and the pathways in which they may ensure their rights are protected. An excerpt from their work is provided here for reference as we believe it is applicable to the question being asked and our stance that the current proposed path for stewardship does not conflict with the rights allotted to indigenous peoples:

“As can be seen, various international sources of authority recognize the rights of indigenous peoples and establish for States the duty to respect and protect those rights, within: the broader system of international human rights law and policy. This duty is applicable to the United States in relation to the Native Hawaiian people, by virtue of international treaties to which the United States has subscribed, as well as under customary or general principles of international law that are reflected in the UN Declaration on the Rights of Indigenous Peoples and multiple other sources.

In practical terms, the fulfillment of the United States' international obligations toward the Native Hawaiian people entails establishing, in cooperation with them, the legal and other mechanisms to implement their collective rights, including mechanisms for the recognition of Native Hawaiian representative and governance institutions. Such recognition is instrumental to the effective exercise of indigenous peoples' self-determination and self-governance, as well to the effective enjoyment of collective rights over lands and resources and other internationally affirmed rights of indigenous peoples. Hence, the failure of States to provide legal recognition to indigenous peoples in accordance with their own chosen forms of organization is a violation of their human rights, as affirmed by the Inter-American Court of Human Rights in the *Sawhoyamasa* case.

Across the globe, States have enacted special legislative or administrative measures to recognize indigenous peoples and their rights. Within the indigenous rights regime, as seen in factual practice, there is no one formula for State recognition of indigenous peoples and their rights. What is ultimately important from the standpoint of applicable international law and policy is that the specific legislative or administrative measures conform to the aspirations of indigenous peoples themselves and to the broadly formulated international standards.

With regard to federal States, like the United States, international law generally does not distinguish between levels or units of government for the purposes of assigning responsibility. Thus, the United States cannot validly plead its internal constitutional order to avoid international responsibility for acts or omissions that in fact can be attributable to its political subdivisions like the state of Hawai'i. However, international human rights law does provide deference to States for their determinations of the way in which they implement their obligations through relevant domestic authorities and levels of government. Thus, in accordance with how the U.S. constitutional order assigns different or overlapping roles to the federal and Hawai'i state government in regard to Native Hawaiian affairs, both levels of government have roles to play in establishing the mechanisms for implementing the United States' international obligations toward the Native Hawaiian people. In the end, the necessary federal-state cooperation will have to be in place to ensure that the required mechanisms are implemented for the full and adequate recognition and protection of the rights of the Native Hawaiian people.” (Anaya and Williams, 2015, pgs 13 to 14)

End of Addendum 03