

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

September 11, 2015

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

PSF No.: 13SD-178

Statewide

Approve Receipt of Non-Appropriated Other Federal Funds from Hawaii Department of Health, and Authorize Chairperson to Expend Funds in Accordance with Terms and Conditions of Memorandum of Agreement MOA-2013-011/8642 and its Annexes between Hawaii Department of Health and the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce.

BACKGROUND:

Land Division is assisting Chair's Office with the following matter.

The tsunami generated by the Great East Japan Earthquake of March 11, 2011 devastated the coasts of the Tohoku Region of Japan and launched an estimated 1.5 million tons of floating debris into circulation in the North Pacific Ocean. A significant amount of this Japan tsunami marine debris (JTMD) arrives each year on distant shorelines, including those in Hawaii. Oceanographic modeling suggests that the bulk of the debris is scattered and will continue to disperse and wash ashore in Pacific locales for years to come.

In 2013, the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce received from the Government of Japan in a gesture of good will an unprecedented gift of \$5 million ("Japan gift fund") intended to help address the problem of marine debris originating from the 2011 tsunami event. Initially, \$250,000 of this Japan gift fund was distributed to each of the affected Pacific Coast states and Hawaii, following a NOAA-administered process (Exhibit A). The remainder of the fund was held by NOAA for specific incident requests from the States.

Hawaii's Department of Health (DOH) received the initial funds after executing a five-year Memorandum of Agreement with NOAA in March 2013 defining terms and

conditions for their use. The MOA was amended in May 2013 to include an Annex 001 and Statement of Work (SOW) describing JTMD activities appropriate for use of the Japan gift fund, and the SOW term was later extended to January 30, 2016 by an Annex 002. (Refer to Exhibit B.) In August 2013, Hawaii's Governor approved a request from the Department of Health to expend these non-appropriated other federal funds, recognizing DLNR as the State's lead agency for marine debris and the department that would perform the JTMD activities and incur the expenses (Exhibit C). In November 2013, the \$250,000 Japan gift fund was transferred to DLNR to support the JTMD activities defined in the SOW.

LEGAL REFERENCE:

Section 171-6 (20), HRS, as amended.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with the Exemption List for the Department of Land and Natural Resources, approved by the Environmental Council on June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class 1 (item 3) and Class 5 (items 1,2,3,13,15,19, and 23). See Exhibit D, attached.

REMARKS:

The Japan gift fund received by the Department was unprecedented and outside of standard funding sources and protocols, so appropriate measures were taken to define procedures consistent with existing rules and regulations to ensure proper use of the funds. Spending plans and any amendments are reviewed and approved by the NOAA Marine Debris Program, and DLNR staff work closely with NOAA partners and report, on a quarterly basis, all activities supported by the Japan gift fund. Internally, all fund expenditures are to be reported to and approved by the Chairperson. A summary of expenditures from the Japan gift fund is provided below.

ISLAND	DESCRIPTION	AMOUNT
Kauai	Removal/disposal of a side of a shipping container	\$3,875.51
Hawaii	Removal/disposal of a 10'H x 20'D steel mooring buoy	\$28,500.00
Kauai	Removal of damaged 25' boat	\$8,000.00
Oahu	Disposal to construction landfill of damaged 30' boat	\$219.90
Oahu	Utility transport vehicle for JTMD removal	\$12,321.79
Kauai	Travel expenses for a survey of alien JTMD biofouling release locations	\$3,345.87
Maui	Equipment for use in JTMD boat removal	\$1,438.22

Projects being planned using the remaining funds may include, but are not limited to:

1. JTMD coordinator position, to implement objectives of the SOW cited above
2. Aerial survey and image analysis for Main Hawaiian Islands targeting accumulations of marine debris, intended to complement past NOAA shoreline surveys and pinpoint locations for future debris removal
3. Marine debris removal/disposal from Kanapou Beach on Kahoolawe
4. Marine debris removal/disposal from south shore of Niihau
5. Continuation of JTMD-related AIS monitoring surveys in Main Hawaiian Islands
6. Marine debris removal from specific shoreline locations, to be determined

RECOMMENDATION:

That the Board:

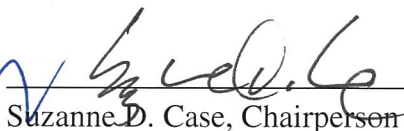
1. Declare that the request will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Affirm approval of the receipt of funds from the Department of Health
3. Affirm approval of prior expenditures by the Chairperson
4. Authorize the Chairperson to approve expenditures of remaining funds and any additional funding.

Respectfully Submitted,



Barbara J. Lee  
Project Development Specialist

APPROVED FOR SUBMITTAL:

  
Suzanne D. Case, Chairperson

**JTMD Japan Funding MOA Process with States (Revised - 6/25/13)**

**Memorandum of Agreement (MOA)**

- NOAA General Council (GC) prepares
- Distributed by ORR
- State/territories sign
- Submitted to ORR

**Transmittal Letter from MDP**

- MDP Prepares, GC review
- To states/territories from Nancy

*Includes :*

- *SOW Guidance*
- *Progress Report Format*

**Statements of Work**

- Prepared by states/territories
- Submitted to MDP
- Use Guidance Template
  - Possibly several drafts
  - Review process?

**NEPA Environmental Compliance Documents (Internal MDP Process)**

- MDP Regional Coordinators, work with states/territories as needed
  - NEPA Worksheet (TEMPLATE)
  - CE applicability memorandum or PEA/FONSI (TEMPLATE)
    - ESA section 7 consultation documents (if necessary)
    - EFH consultation documents (if necessary)

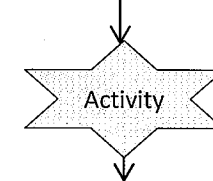
**Annex(s)**

- ORR & GC prepare
- Distribute to states/territories
- States/territories sign & return to ORR

Multiple Annexes for each state/territory, each project

**CD 435 & Invoice**  
*When funds are to be transferred*

- Itemized bill provided by state to ORR
- MDP & ORR sign off
- NOAA Finance sign off
- **Money goes to State**



**Monitoring Reports**

- Prepared by states/territories (use template)
- Submitted to MDP
  - Quarterly based on cycle
  - Use Template
  - MDP provides summaries to Japan quarterly

**EXHIBIT "A"**

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**Marine Debris Division  
Office of Response and Restoration  
National Ocean Service  
National Oceanic and Atmospheric Administration  
U.S. DEPARTMENT OF COMMERCE**

**AND THE**

**Department of Health  
STATE OF HAWAII**

**NOS Agreement Code: MOA-2013-011/8642**

**EXHIBIT "B"**

## **I. PARTIES AND PURPOSE**

- A. This Agreement is between the National Oceanic and Atmospheric Administration's (NOAA) National Ocean Service (NOS), Office of Response and Restoration (OR&R), and the State of Hawaii, Department of Health (DOH) (State of Hawaii).
- B. Under this Agreement, OR&R may provide the State of Hawaii with funding to conduct marine debris activities (as described in Attachment 1) on state, tribal or federal lands or waters, in response to the Great East Japan Earthquake of March 2011.

## **II. BACKGROUND**

- A. The Government of Japan estimated that the tsunami generated from the March 2011 earthquake swept approximately 5 million tons of debris into the Pacific Ocean and that about 70 percent of this immediately sank, leaving 1.5 million tons to float and be dispersed across the North Pacific.
- B. Oceanographic modeling suggests that the bulk of the debris is scattered and will continue to disperse and wash ashore in Pacific Ocean locales over years to come. Starting in early winter 2011, there were reports of an increase in marine debris quantity and type along the United States' North Pacific Ocean coastlines.
- C. Ocean models indicate that the debris could impact the United States coastline in two phases: the first wave is the light, wind-driven objects and the second wave is the heavier debris pushed by ocean currents. Aerial and foot-based surveys conducted in the summer of 2012 indicate a widely distributed aggregation of marine debris.
- D. NOS, through OR&R, is leading efforts with federal, state, tribal and local partners to collect data, assess the debris, and reduce possible impacts to natural resources and coastal communities. Key tasks to be accomplished through this Agreement include the removal of alien and invasive species, hazardous objects or materials, and large and small debris items. Funds from OR&R will facilitate removal of tsunami-generated marine debris from Hawaii's Pacific Ocean coastline, and provide the ability to mitigate damage to coastlines and reduce threats to terrestrial and marine wildlife.

## **III. AUTHORITIES**

- A. The legal authority for OR&R and the State of Hawaii to enter into this Agreement is Public Law 112-55, Division B, Sec. 108, which provides that the Administrator of the National Oceanic and Atmospheric Administration is authorized to use, with their consent and with reimbursement and subject to the limits of available appropriations, the land, services, equipment, personnel, and

facilities of any department, agency or instrumentality of the United States, or any state, local government, Indian tribal government, Territory or possession, or any political subdivision thereof, or of any foreign government or international organization, for purposes related to carrying out the responsibilities of any statute administered by NOAA.

- B. The programmatic authority for OR&R to enter into this Agreement is 33 U.S.C. Chapter 33A, the Marine Debris Research, Prevention and Reduction Act. The Act provides that the Administrator of NOAA is authorized to “determine sources of, assess, reduce and prevent marine debris and its adverse impacts on the marine environment and navigation safety.” It further provides that the administrator may work with various agencies to accomplish the purposes of the Act, which includes actions in support of removal of marine debris posing a threat to living marine resources and navigation safety.
- C. Hawaii law authorized the Department of Health to abate conditions that it thinks are dangerous or injurious to health, Hawaii Revised Statutes (HRS) §322-1, provides emergency powers where solid or hazardous waste presents an imminent peril to public health and safety that requires immediate action, HRS §342J-8, and authorizes the Director of Health to act when there is a release of any pollutant or contaminant into the environment that may present a substantial danger to public health or the environment, HRS § 128D-4(a).

#### **IV. RESPONSIBILITIES OF THE PARTIES**

- A. OR&R agrees to:
  - 1. Coordinate with the appropriate local, state, tribal and federal resource agencies and other organizations regarding the development of marine debris activities;
  - 2. Provide state and local partners with scientific expertise for the development and implementation of appropriate marine debris removal and disposal plans; and
  - 3. Consistent with the terms of this Agreement, provide funding for marine debris activities.
- B. The State of Hawaii agrees to:
  - 1. Obtain OR&R approval prior to conducting marine debris activities for which federal funding is requested, except as authorized in this MOA. To facilitate this, the State will submit a proposed Statement of Work (SOW) to OR&R for review and approval ;
  - 2. Conduct marine debris activities (as described in attachment 1) utilizing either state resources or other resources subject to state control for which the state will seek funding in this MOA. All activities will be in compliance with: this Agreement; the SOW approved by OR&R; and any Annex;

3. Provide written quarterly progress reports, together with any other reports OR&R may subsequently require, summarizing all marine debris activities funded by OR&R. Progress reports shall include a detailed summary of all marine debris activities conducted during the past quarter, including all funds received, obligated, and expended;
4. Coordinate with all federal, state, tribal and local agencies, as necessary during the execution of each marine debris removal and disposal effort; and
5. Utilize standardized data collection protocols such as the NOAA Marine Debris Shoreline Survey Field Guide monitoring protocols (see: <http://marinedebris.noaa.gov/tsunamidebris/monitoring.html>) and best practices identified in state Japan Tsunami Marine Debris contingency plans to the best extent possible.

## V. TRANSFER OF FUNDS

- A. OR&R may transfer funds during the life of this Agreement dependent on the availability of funds and in accordance with, the work that has been approved. All funding transfers will be set forth via annexes to this agreement. Funding shall be contingent upon:
  1. Except as provided in Section V(A)(1)(iii), prior approval by OR&R of all activities for which the State seeks funding.
    - i. Attachment 1 sets forth the types of activities eligible for reimbursement. The State may, as part of any SOW, request that OR&R provide funding for other types of activities which OR&R, at its sole discretion, may agree to fund.
    - ii. To facilitate OR&R's approval process, for each separate funding request, the State shall submit a proposed SOW to OR&R. The SOW will contain information relating to proposed marine debris activities, including but not limited to: the type of activity; the location of the activity (including the conditions of the affected environment); the time-frame when action will occur; the estimated costs of the activity; and any other information requested by OR&R. OR&R, in its discretion, may approve the SOW. Approval will be subject to the State's compliance with any terms or conditions (including environmental mitigation measures) that OR&R may, in its discretion, choose to impose.
    - iii. Where immediate state action is required for marine debris events not covered by an approved SOW, the State of Hawaii may be eligible for funding at OR&R's sole discretion. Such events must be memorialized in a new SOW or an amendment to an existing SOW. The SOW must be provided to OR&R for review as soon as possible.
  2. Establishment by Hawaii of a dedicated line of accounting for the OR&R funds



that will be used for the sole purpose of providing the products and services under this Agreement and any subsequent Annex.

- B. The State of Hawaii may submit more than one SOW. Each SOW will be treated as a separate application for funding, and will be processed as an Annex to this Agreement. Each Annex will reference this Agreement and include the information specified in Attachment 2.
- C. The Parties acknowledge that NOAA must comply with applicable federal laws, including but not limited to the National Environmental Policy Act. Compliance with these federal laws may lead to the imposition of terms or conditions upon the State's SOW as a condition of funding.
- D. Should the State of Hawaii fail to comply with the terms of this Agreement, SOW, or any subsequent Annex, it shall refund all or part of the funds transferred, subject to the provisions of Section VIII.
- E. Accounting and Fiscal Data
  - 1. State of Hawaii  
Employer Identification Number: 99-6000449  
DUNS Number: 809935679
  - 2. OR&R  
Employer Identification Number: 52-0821608  
DUNS Number: 78-4769085

## VI. CONTACTS

- A. The Points of Contact (POCs) for coordinating activities under this Agreement are:
  - 1. OR&R
    - Technical  
Nancy Wallace  
Division Chief  
Marine Debris Division  
1305 East West Highway  
Silver Spring, MD 20910  
Phone number: (301) 713-2989 ext. 125  
Fax number: (301) 713-4389  
E-mail: Nancy.Wallace@noaa.gov
  - 2. State of Hawaii
    - Technical  
Gary Gill  
Deputy Director of Environmental Health

State of Hawaii, Department of Health  
1250 Punchbowl Street  
Honolulu, HI 96813  
Phone number: (808) 586-4424  
Email: gary.gill@doh.hawaii.gov

- B. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.

**VII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION**

- A. This Agreement will become effective when signed by all Parties. The Agreement will remain in effect for five years from date of signature.
- B. This Agreement may be amended within the scope of this instrument or extended at any time before the expiration through mutual written consent of the Parties.
- C. The Parties will review this Agreement after three years to determine whether it should be revised or terminated.
- D. This Agreement may be terminated by (1) mutual written consent; (2) 30 days advance written notice by either Party, or (3) completion of operation/terms of this Agreement.
- E. No termination cost will be incurred by either Party as a result of the termination of this Agreement.


**VIII. RESOLUTION OF DISAGREEMENTS**

Should disagreement arise on the interpretation of the provisions of this Agreement, or any SOW or Annex, that cannot be resolved at the operating level, the disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**IX. APPROVALS**

This Agreement is entered into and made effective as of the date later in time indicated below.

ACCEPTED AND APPROVED FOR THE  
U.S. DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION  
NATIONAL OCEAN SERVICE

BY: 

~~David M. Kennedy~~, Assistant Administrator  
Holly A. Bamford, Ph.D.

DATE: 2/5/13


ACCEPTED AND APPROVED FOR THE  
STATE OF HAWAII  
DEPARTMENT OF HEALTH

BY: 

Loretta J. Puddy, Director of Health

DATE: 2/5/13

Approved as to form

BY: 

Edward G. Bohlen, Deputy Attorney General

### **List of Services Provided by Hawaii**

Services provided through this Agreement include, but are not limited to the following activities to remove or support removal of marine debris:

1. **Hazardous objects or materials.** Containers of hazardous materials, derelict vessels and other large debris derived from the 2011 tsunami-generated in Japan pose significant hazards to coastal recreation and U.S. shoreline habitats;
2. **Small debris.** Small debris (e.g., plastic, line and net, foam, Styrofoam) significantly impact the visual beauty of the coast and the increase in beach debris has overwhelmed normal, volunteer-based beach cleanup resources. The short and long-term impacts of large amounts of this type of debris on coastal ecosystems are unknown. Coastal communities and businesses are very concerned about the potential economic impact of reduced tourism if many U.S. beaches are littered with tsunami-generated debris. There are also concerns about the impacts to wildlife and habitat;
3. **Alien and invasive species.** Alien and invasive species (non-native marine life attached to debris) have been confirmed as a component of tsunami-generated debris, which could cause great harm to native marine life and coastal fisheries. Prompt, safe removal of debris with attached marine life is critical to help minimize the likelihood of species establishment along U.S. shorelines.
4. **Debris disposal.** The remote location of many debris aggregation areas makes sustainable debris disposal an important element to prevent the reintroduction of collected debris into the environment.
5. **Survey and Monitoring** work to determine where debris removal should take place. The State plans to use standardized protocols for collection, analysis and prioritization of impact areas based on debris density, composition and potential resource and/or use impact.

Attachment 2

**Annex Information**

An Annex will be executed when funds are to be transferred between the Parties. Each Annex will reference this Agreement and include the following:

1. Parties and Purpose;
2. Authorities;
3. Terms and Conditions;
4. Attach a detailed Statement of Work (SOW), which clearly describes the supplies or services being ordered and delivery schedules, with cost breakdown;
5. Transfer of Funds information;
6. Contact information;
7. Duration of Annex, including procedures for amending or terminating the Annex;
8. Resolution of Disagreements section; and
9. Appropriate approval/signature blocks for each Party's respective signatory officials.

Annex 001

**TO MOA-2013-011/8642**

**A MEMORANDUM OF AGREEMENT**

between the

**MARINE DEBRIS DIVISION  
OFFICE OF RESPONSE AND RESTORATION  
NATIONAL OCEAN SERVICE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
U.S. DEPARTMENT OF COMMERCE**

and the

**Department of Health,  
STATE OF HAWAII**

**NOS Agreement Code: MOA-2013-011 (Annex 001)/8740**

## **I. PARTIES AND PURPOSE**

- A. This is Annex 001 to the underlying umbrella Agreement, MOA -2013-011/8642, between the National Oceanic and Atmospheric Administration's (NOAA) National Ocean Service (NOS), Office of Response and Restoration (OR&R), and the State of Hawaii, Department of Health (DOH) (State of Hawaii).
- B. The purpose of this Annex is for, OR&R to provide the State of Hawaii with funding to conduct marine debris activities as described in the attached Statement of Work (SOW).

## **II. AUTHORITIES**

- A. The legal authority for OR&R and the State of Hawaii to enter into this Agreement is Public Law 113-6, Division B, Title I, Section 108, which provides that the Administrator of the National Oceanic and Atmospheric Administration is authorized to use, with their consent and with reimbursement and subject to the limits of available appropriations, the land, services, equipment, personnel, and facilities of any department, agency or instrumentality of the United States, or any state, local government, Indian tribal government, Territory or possession, or any political subdivision thereof, or of any foreign government or international organization, for purposes related to carrying out the responsibilities of any statute administered by NOAA.
- B. The programmatic authority for OR&R to enter into this Agreement is 33 U.S.C. Chapter 33A, the Marine Debris Research, Prevention and Reduction Act. The Act provides that the Administrator of NOAA is authorized to "determine sources of, assess, reduce and prevent marine debris and its adverse impacts on the marine environment and navigation safety." It further provides that the administrator may work with various agencies to accomplish the purposes of the Act, which includes actions in support of removal of marine debris posing a threat to living marine resources and navigation safety.
- C. Hawaii law authorized the Department of Health to abate conditions that it thinks are dangerous or injurious to health, Hawaii Revised Statutes (HRS) §322-1, provides emergency powers where solid or hazardous waste presents an imminent peril to public health and safety that requires immediate action, HRS §342J-8, and authorizes the Director of Health to act when there is a release of any pollutant or contaminant into the environment that may present a substantial danger to public health or the environment, HRS § 128D-4(a).

### III. TERMS AND CONDITIONS OF THE ANNEX

- A. This Annex incorporates the umbrella Agreement, MOA-2013-011/8642, by reference pursuant to section V.B. of the underlying agreement.
- B. The attached SOW is written pursuant to section V.A.1 of the underlying agreement and describes the scope of services provided under this annex.
- C. This agreement does not release the State of Hawaii from any obligation to comply with federal, state, and local laws, including obtaining permits and land access permissions necessary to conduct activities as described in the SOW.
- D. Before the state undertakes any activity under this agreement which the state has reason to believe will involve use of heavy equipment or machinery in ocean or coastal areas, possible disturbance of protected species, possible disturbance of protected habitat, or other environmental effects for which additional analysis and consultation NOAA may be required to complete pursuant to statutes such as the National Environmental Policy Act or Endangered Species Act, the state will first inform NOAA of the planned activity. The state will not perform the activity until notified by appropriate NOAA contact that the required federal analysis or consultation has taken place.
- E. Should a need arise for services not within the approved SOW but within the scope of the purpose of which these funds are provided, the State of Hawaii may request approval of the services by filling an additional or amended SOW, along with a cost estimate of the proposed activity. OR&R will work with federal partners as applicable to assist in determining if federal environmental compliance or permitting is required prior to implementation or execution of the proposed activity.

### IV. TRANSFER OF FUNDS

- A. OR&R will provide \$250,000.00 in funds to the State of Hawaii for the activities described in the SOW.
- B. State of Hawaii shall return all or a portion of the funds issued through this Annex to OR&R, if it is unable to provide the activities identified in the SOW.
- C. Accounting and Fiscal Data
  - 1. State of Hawaii  
Employer Identification Number: 99-6000449  
DUNS Number: 809935679
  - 2. OR&R  
Employer Identification Number: 52-0821608  
DUNS Number: 78-4769085



## V. CONTACTS

A. The Points of Contact (POCs) for coordinating activities under this Agreement are:

1. OR&R

Technical

Nancy Wallace  
Division Chief  
Marine Debris Division  
1305 East West Highway  
Silver Spring, MD 20910  
Phone number: (301) 713-2989 ext. 125  
Fax number: (301) 713-4389  
E-mail: Nancy.Wallace@noaa.gov

2. State of Hawaii

Technical

Gary Gill  
Deputy Director of Environmental Health  
State of Hawaii, Department of Health  
1250 Punchbowl Street  
Honolulu, HI 96813  
Phone number: (808) 586-4424  
Email: gary.gill@doh.hawaii.gov

B. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.

## VI. DURATION OF ANNEX, AMENDMENTS, OR TERMINATION

A. This Annex will become effective when signed by all Parties. The Annex will remain in effect through January 31, 2015.

B. This Annex may be amended within the scope of this instrument or extended at any time before the expiration through mutual written consent of the Parties.

C. This Annex may be terminated by (1) mutual written consent, (2) 30 days advance written notice by either Party, or (3) completion of operation/terms of this Annex.

## VII. RESOLUTION OF DISAGREEMENTS


Should disagreement arise on the interpretation of the provisions of this Agreement, or any SOW or Annex, that cannot be resolved at the operating level, the disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If

agreement on interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**VIII. APPROVALS**

This Agreement is entered into and made effective as of the date later in time indicated below.

ACCEPTED AND APPROVED FOR THE  
U.S. DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION  
NATIONAL OCEAN SERVICE

BY:   
David Westernholm, Director

Office of Response and Restoration

DATE:     MAY 15 2013    

ACCEPTED AND APPROVED FOR THE  
STATE OF HAWAII  
DEPARTMENT OF HEALTH

BY:   
Loretta J. Fuddy, Director

Department of Health

DATE:     5/23/13    

Approved as to form

BY:   
Edward G. Bohlen, Deputy Attorney General

**Statement of Work  
STATE OF HAWAII**

**Date:** April 12, 2013

**To:** Nancy Wallace (Nancy.Wallace@noaa.gov)  
Chief, Marine Debris Division  
Office of Response and Restoration  
NOAA National Ocean Service  
1305 East-West Highway, Rm. 10201  
Silver Spring, MD 20910

**Background:**

Recent increases of marine debris reports in Hawaii have coincided with forecasted trajectories of Japan tsunami marine debris (JTMD) across and around the Pacific Ocean. Incidents since Hawaii's first confirmed JTMD sighting in September 2012 have included an unprecedented number of unusual items such as sections of floating docks, derelict small boats, aquaculture buoys and a 20-ft. diameter steel mooring buoy, as well as a number of items carrying alien aquatic species with invasive potential. Within the State of Hawaii, there are two main agencies involved in JTMD: 1) State Department of Health, and 2) State Department of Land and Natural Resources.

Pursuant to Section 171-3, Hawaii Revised Statutes, the Department of Land and Natural Resources (DLNR) is mandated to "...manage, administer, and exercise control over public lands, the water resources, ocean waters, navigable streams, coastal areas...and all other interests therein and ... also manage and administer the state parks, historical sites, forests, forest reserves, aquatic life, aquatic life sanctuaries, public fishing areas, boating, ocean recreation, coastal programs, wildlife, wildlife sanctuaries, game management areas, public hunting areas, natural area reserves, and other functions assigned by law." In keeping with its responsibilities to oversee the well-being of Hawaii's public lands, DLNR also serves as the State's lead response agency for JTMD.

Pursuant to Chapter 321, HRS, the Department of Health (DOH) is mandated to "have general charge, oversight, and care of the health and lives of the people of the State" and "ensure that the following natural resources are protected: air quality; land; coastal waters; inland waters; and groundwater." As such, DOH serves as regulatory agency for environmental concerns affecting these natural resources, as a support responder for hazardous materials which may arrive in marine debris, and also as State repository for external funding to support cleanup of JTMD.

DOH and DLNR offer the following Statement of Work for inclusion in an Annex to MOA-2013-011/8642, authorizing a transfer of funds.

## **Statement of Work**

For NOAA & State of Hawaii/DOH MOA-2013-011/8642

April 12, 2013

Page 2 of 10

### **A. Project Description**

#### **1. Activity Category (specify all applicable):**

- Removal
- Disposal
- Invasive species mitigation
- Detection
- Monitoring
- Communications
- Reimbursement of expenses associated with marine debris removal, disposal, invasive species mitigation, detection, monitoring, or communications activities

#### **2. Objectives:**

**OBJECTIVE 1:** Remove, intercept and/or support removal of reported marine debris, including small items, which can be handled safely by one to two persons, medium-sized items which require more than two persons or mechanical assistance (e.g., come-along, truck winch), and large items, which require use of heavy equipment (e.g., back hoe, front loader, excavator), from public shorelines and waters of the Hawaiian archipelago, as needed.

**RATIONALE:** Hawaii is well-known for its pristine beaches, environmental beauty, and robust marine ecosystems. The success of the local visitor industry relies heavily on these assets, and marine debris of all kinds is not only a blight on the scenery, but also presents threats to the health of local marine ecosystems and their inhabitants. Therefore, keeping all coastlines debris-free is a major, albeit sometimes elusive, goal.

DLNR has jurisdiction over all public waters and coastal lands extending inland to the upper reaches of the wash of the waves (except for certain areas under federal jurisdiction and coastlines artificially created by private landholders). The challenges posed by marine debris in these areas are great. Any items carrying alien aquatic species need prompt removal from the environment. Medium to large items floating offshore can pose navigational hazards for recreational and commercial vessels, and, if landfall is made, can negatively impact coastal natural resources. Interception while still at sea is therefore desirable where possible. Marine debris landing on high energy shorelines requires timely responses to minimize environmental damage, mitigate potential alien species impacts, and avoid re-floating of the object. Upgrade of internal resources will allow DLNR to be better prepared to meet these challenges, and increased coordination of external efforts at specific sites by other groups to address general small item removal, in

**Statement of Work**

For NOAA & State of Hawaii/DOH MOA-2013-011/8642

April 12, 2013

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concert with those of DLNR to address alien species and medium to large items, will make best use of available resources.

**OBJECTIVE 2:** Disposal of small, medium and large marine debris items, as needed, by transporting to appropriate solid waste handling sites for recycling, incineration, addition to landfills, temporary storage, or other options.

**RATIONALE:** Successfully managed life on islands is predicated on efficient use of limited space. In Hawaii, the nation's only island state, a constant concern is limitations of landfill space and other means of solid waste disposal. Disposal of marine debris must therefore be judicious, making best use of available space and existing waste management systems. Increasing volumes of marine debris can make significant impacts to the waste stream, so other options for marine debris disposal also need to be explored. In addition, JTMD items awaiting disposal pending outcomes of owner searches, disposal options, or salvage claims require temporary storage, taxing existing State systems.

**OBJECTIVE 3:** Expand current aquatic invasive species (AIS) mitigation efforts and capabilities to include rapid response, sample collection, decontamination and follow-up surveys.

**RATIONALE:** Amongst the JTMD and other marine debris are items carrying foreign hitchhikers: alien aquatic species with invasive potential. These have been arriving on Hawaii's shores in increasing numbers on potential JTMD items, and more are anticipated in the coming months and, likely, years. Manpower and resource needs to address all aspects of alien species mitigation may exceed current DLNR efforts and need to be ramped up.

An AIS incident of unprecedented scale at Agate Beach State Park, Oregon, illustrates what may be in store for Hawaii. On June 2012, a 66' long, 165-ton derelict dock, later confirmed as JTMD from Misawa, Japan, washed ashore at Agate Beach carrying more than two tons of biofouling organisms, including over 100 different marine species. Of those species, it has since been determined that over 60 of them have never been reported in Hawaii before and many have become invasive in other locations. A similar dock of the same origin, likely harboring a similar biofouling colony, was sighted floating at sea in Hawaiian waters in late September 2012. Though it has not been seen again since then, its potential to wreak havoc on Hawaiian ecosystems is undeniable.

Due to Hawaii's remote location in the Pacific, our aquatic ecosystems are all 'one of a kind' and therefore highly vulnerable to impacts by alien bioinvaders. Because it is very

**Statement of Work****For NOAA & State of Hawaii/DOH MOA-2013-011/8642****April 12, 2013****Page 4 of 10**

difficult to predict in advance which alien species will become invasive and cause harm to Hawaii's natural resources, it is vital that every alien species be treated with extreme caution and all possible steps be taken to mitigate the establishment of any in Hawaii's marine environment. Key steps in AIS mitigation are rapid responses to incoming reports of marine debris with biofouling, sample collection and processing for identification, decontamination of the debris item and surrounding environments, and follow up surveys to monitor for possible proliferation at known release sites.

**OBJECTIVE 4:** Deploy marine debris detection searches by land, sea or air in response to reported sightings of large items at sea or in remote areas.

**RATIONALE:** Detection of large marine debris items floating at sea can allow for interception and removal before landfall is made, avoiding damaging coastal impacts. Detection efforts in remote areas can lead to timely removal and mitigation of environmental damage by items landing in the high energy interface between land and sea. Survey efforts by land, sea, or air transport to conduct detection activities in response to reported sightings may locate, and, if necessary, tag items with tracking devices to allow for tracking and timely interception, removal and disposal to prevent or minimize damage to coastal resources.

**OBJECTIVE 5:** Implement more systematic monitoring of sensitive shoreline and nearshore areas to enhance marine debris preparedness and minimize environmental impacts to sensitive resources.

**RATIONALE:** Marine debris can arrive at any time, any place, 24/7, depending on wind, ocean currents and circumstance. Current response protocols rely primarily on incoming reports from the public, which, while invaluable, are opportunistic and at best haphazard. An increase in staff awareness and systematic inclusion of marine debris monitoring into routine visual inspections of environmentally sensitive areas, such as reserves, parks and other protected areas, can be our first line of defense. Addition of routine monitoring efforts by community volunteers can result in a more effective front line defense against the inevitable onslaught of marine debris statewide.

**OBJECTIVE 6:** Increase communications internally to staff and externally to partners and the public to promote awareness and understanding of impacts of marine debris to local environments, commerce, and quality of life in the project area, as well as the potential role of individuals to minimize impacts of marine debris, assist in managing small scale marine debris, learn to recognize potential Japan Tsunami Marine Debris

## Statement of Work

For NOAA & State of Hawaii/DOH MOA-2013-011/8642

April 12, 2013

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(JTMD), and be informed about how best to report large or unusual debris items and potential JTMD to facilitate a more effective and timely response.

**RATIONALE:** Marine debris is a widespread problem affecting every oceanic shore. Government resources are limited and can only address a small portion of the total volume at any given time. By increasing awareness and understanding of marine debris and its impacts on the environment, the public can begin to play a larger role in handling small debris items or reporting large or potentially hazardous ones. In addition, greater awareness of the forecasted influx of JTMD may not only initiate pragmatic responses to remove and report debris items in coastal environments, but also engage the humanity of responders in considering the sources of JTMD and value of returning identifiable personal items to owners who may have lost everything in the 3/11/11 tsunami event.

### B. Organization and Primary Contact Information for this Annex

#### 1. Organization

- Name: Department of Land and Natural Resources
- Organization Type: State Agency, Executive Branch
- Organization Web Address: <http://dlnr.hawaii.gov>
- Organization Phone: (808) 587-0400
- Street: 1151 Punchbowl Street, Room 130
- City, State, Postal Code: Honolulu, HI 96813
- Congressional District: 1<sup>st</sup> and 2<sup>nd</sup>

#### 2. Primary Contact

- Name: William J. Aila, Jr.
- Position/Title: Chairperson,  
Department of Land and Natural Resources
- Street: 1151 Punchbowl Street, Room 130
- City, State, Postal Code: Honolulu, HI 96813
- Phone: (808) 587-0401
- E-mail: [william.j.aila@hawaii.gov](mailto:william.j.aila@hawaii.gov)

### C. Project Location

1. The project area includes the entire Hawaiian Archipelago that comprises the State of Hawaii, spanning over 30 degrees of latitude across the Central and North Pacific Ocean (a map of the project area is attached). Coastal substrates vary widely, e.g., smooth sandy beaches, rugged lava benches, rocky shorelines, etc. Submerged marine substrates also vary, e.g., sedimentary plains, lava outcroppings, fringing coral reefs, etc.

## **Statement of Work**

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2. Activities may occur in State and Federally managed areas, including the locations listed below (see a and b). Note that all State programs listed are under jurisdiction of DLNR, which is charged with management of all public lands, pursuant to section 171-3, Hawaii Revised Statutes. Removal of debris on land and marine debris on the coasts is a part of regular DLNR management responsibilities, particularly important in these pristine protected areas. Appropriate Federal agencies will be engaged should activities occur on Federal lands (e.g., National Park or Sanctuary) or near Federally protected resources, including cultural and historic locations and threatened or endangered species.
  - a. Main Hawaiian Islands
    - (i) State: 'Āhihi Kīna'u Natural Area Reserve
    - (ii) State Marine Life Conservation Districts: Oahu--Hanauma Bay, Pupukea, Waikiki; Hawaii Island--Kealahou Bay, Lapakahi, Old Kona Airport, Waialea Bay, Waiopae Tidepools; Maui County--Honolua-Mokule'ia Bay, Manele-Hulopo'e, Molokini Shoal
    - (iii) Federal USFWS: James Campbell National Wildlife Refuge
    - (iv) Federal NOAA-NMS/State DLNR: Hawaiian Islands Humpback Whale National Marine Sanctuary
    - (v) Federal DOI-NPS: Kalaupapa National Historic Park
    - (vi) Federal DOI-NPS: Kaloko-Honokohau National Historical Park,
    - (vii) Federal DOI-NPS: Pu'uhonua O Honaunau National Historical Park,
    - (ix) Federal DOI-NPS: Hawaii Volcanoes National Park
  - b. Northwestern Hawaiian Islands
    - (i) Federal USFWS/NOAA: Papāhānaumokuākea Marine National Monument
    - (ii) Federal USFWS: Midway Atoll National Wildlife Refuge
    - (iii) Federal USFWS: Hawaiian Islands National Wildlife Refuge
    - (iv) Northwestern Hawaiian Islands Coral Reef Ecosystem Reserve
    - (v) State Marine Refuge
    - (vi) Kure State Seabird Sanctuary

## **D. Project Timing**

1. Project start date: March 5, 2013, the signing of MOA-2013-011/8642 by NOAA and the State of Hawaii.  
Project end date: March 4, 2018
2. Specific durations for future responses cannot be predicted, as the arrival of marine debris and JTMD items, while anticipated, cannot be predicted.
3. Weather, wind, and surf conditions that affect shoreline and at sea activities, and nesting and other seasonal behavior patterns for endangered wildlife all need to be taken into



## **Statement of Work**

For NOAA & State of Hawaii/DOH MOA-2013-011/8642

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consideration when planning marine debris responses. Protocols are in place to address these concerns with the goal of allowing marine debris responses to proceed in a timely manner with no impacts to the local environment.

### **E. Project Methods**

1. Techniques employed in marine debris responses include but are not limited to:
  - a. Manual removal by one to two persons, removal with mechanical assistance (e.g. come-along, truck winch), or heavy equipment use (e.g. backhoe, front loader, excavator), loading into collection containers for smaller items, bagging and containing lightweight items, loading items into truck beds for transport to recycling or disposal facilities; cutting up extremely large items for disposal or recycling, towing of large objects found at sea by tugboat, barge or other appropriate vessel to the closest safe location for disposal, and helicopter airlift from remote and/or sensitive areas, if warranted. Testing for radioactivity levels may also occur during removal actions, as appropriate.
  - b. Disposal: After recovery, most items are transported to appropriate solid waste disposal systems managed by county governments, or specialty disposal service sites managed by private entities. Existing protocols are in place to handle disposal of certain large volume items such as derelict fishing nets. Some large items may require dismantling or cutting into smaller pieces before transport. Items that can be incinerated on the Island of Oahu are taken to H-Power, a garbage to energy plant operated by the City & County of Honolulu and Covanta Energy. Small vessels may require boat trailer transport and secure storage while identification searches and/or salvage claims are processed.
  - c. Invasive species mitigation: Upon receipt of initial marine debris reports, aquatic invasive species (AIS) staff may inspect and evaluate attached marine organisms for AIS potential. Samples would be collected and prepared for transport to an external AIS identification research team, and any other live AIS organisms would be destroyed. Locations where AIS releases into the environment are suspected to have occurred would be surveyed as soon as practicable to collect loose organisms, and may be periodically monitored for AIS introductions. Where AIS mitigation needs exceed DLNR capabilities and resources, support from external partners, volunteers, or contractors may also be utilized.
  - d. Detection: Survey teams deployed, as appropriate, by land, sea or air transport will methodically search potential areas. If the subject item is located at sea, a tracking device (possibly provided by NOAA) would be attached, when feasible, for tracking purposes until a response team can intercept the object.
  - e. Monitoring: Routine visual surveys of specific coastal sites by DLNR staff or community partners will be documented and compiled for analysis of patterns or trends that can inform decision-making for marine debris response efforts. Systematic offshore monitoring for AIS introductions at specific sites where

## **Statement of Work**

For NOAA & State of Hawaii/DOH MOA-2013-011/8642

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suspected AIS releases occurred will be conducted by DLNR staff and partners. Incident-specific radiation monitoring will be conducted by DOH staff and certain emergency response partners on a case-by-case basis.

2. Best management practices will be employed whenever possible to avoid adverse environmental impacts or harm to protected species, Critical Habitats, Essential Fish Habitats, and historic or cultural sites. Appropriate agencies will also be engaged as needed. Examples of best management practices include: *Maintaining a minimum distance of 50 meters from any individual adult Hawaiian monk seal and 100 meters from any mother and pup monk seal pair to avoid interactions; before removal, inspecting derelict fishing gear for entangled wildlife and being prepared to disentangle and release entrapped sea creatures such as green sea turtles with guidance or assistance from NOAA experts.*

No federal or state permits are required for general small, medium, and most large marine debris removal efforts, as these are considered routine management and maintenance responsibilities of State government. However permits may be required for unusually large items. DLNR and its partner agencies are prepared to address such needs as they arise with engagement of appropriate Federal agencies.

3. Where needs exceed DLNR capabilities or resources, services of an appropriate contractor(s) may be retained through a formal procurement process.

## **F. Progress Measures - optional**

1. Appropriate progress measures for the various marine debris-related activities will be determined at a later date. These may include, but are not limited to, units of measure such as dollars of total expenditures and number of response reports for JTMD and potential JTMD incidents, and number, volume and/or weight of debris items and types removed from coastal environments.

## **G. Budget Projection**

1. Total amount requested: \$250,000
2. Budget Table—Itemized table of expenses by activity category:

Budget Category	NOAA funds	Total Expense	Nature (cash or in-kind) and source of non-NOAA funds
Salary: 1 FTE State JTMD coordinator for 1 year	\$41,580	\$56,580	Cash \$15,000: DLNR/Papāhānaumokuākea Marine National Monument program research coordination funds
Personnel	\$34,200	\$49,200	\$0
Fringe (est. 15%)	\$7,380	\$7,380	\$0
Equipment	\$15,000	\$15,000	\$0
Supplies and materials	\$10,000	\$10,000	\$0
Other: Strategic Reserve	\$183,420	\$183,420	\$0
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$265,000</b>	<b>\$15,000</b>

3. Budget Narrative.

- a. Salaries: 1 FTE State of Hawaii JTMD coordinator for 1 year. The incumbent will implement the objectives of this SOW as the State of Hawaii lead for JTMD response and coordination partners in this region. The DLNR Papāhānaumokuākea Marine National Monument program will also provide financial salary support.
- b. Equipment: 30' and 60' tow cable equipment, repair and replacement of equipment used specifically for JTMD responses such as truck winches, tools for cutting derelict fishing nets and other debris items, etc.
- c. Supplies and materials: Aquatic Invasive Species kits, personal protective equipment, education and outreach materials, and any other items/products necessary to support the SOW objectives.
- d. Other: Strategic Reserve for unanticipated expenses and reimbursement of marine debris-related expenditures made after 3/5/13, start date for MOA with State of Hawaii (DOH) & NOAA. Since future marine debris arrivals on land or at sea are unpredictable, the bulk of the funds shall be kept in a strategic reserve and used on an as-needed basis, for response actions, including travel and contracts, to meet the above stated objectives. Additionally, funds may be used to reimburse excessive costs incurred for JTMD responses made after 3/5/13.



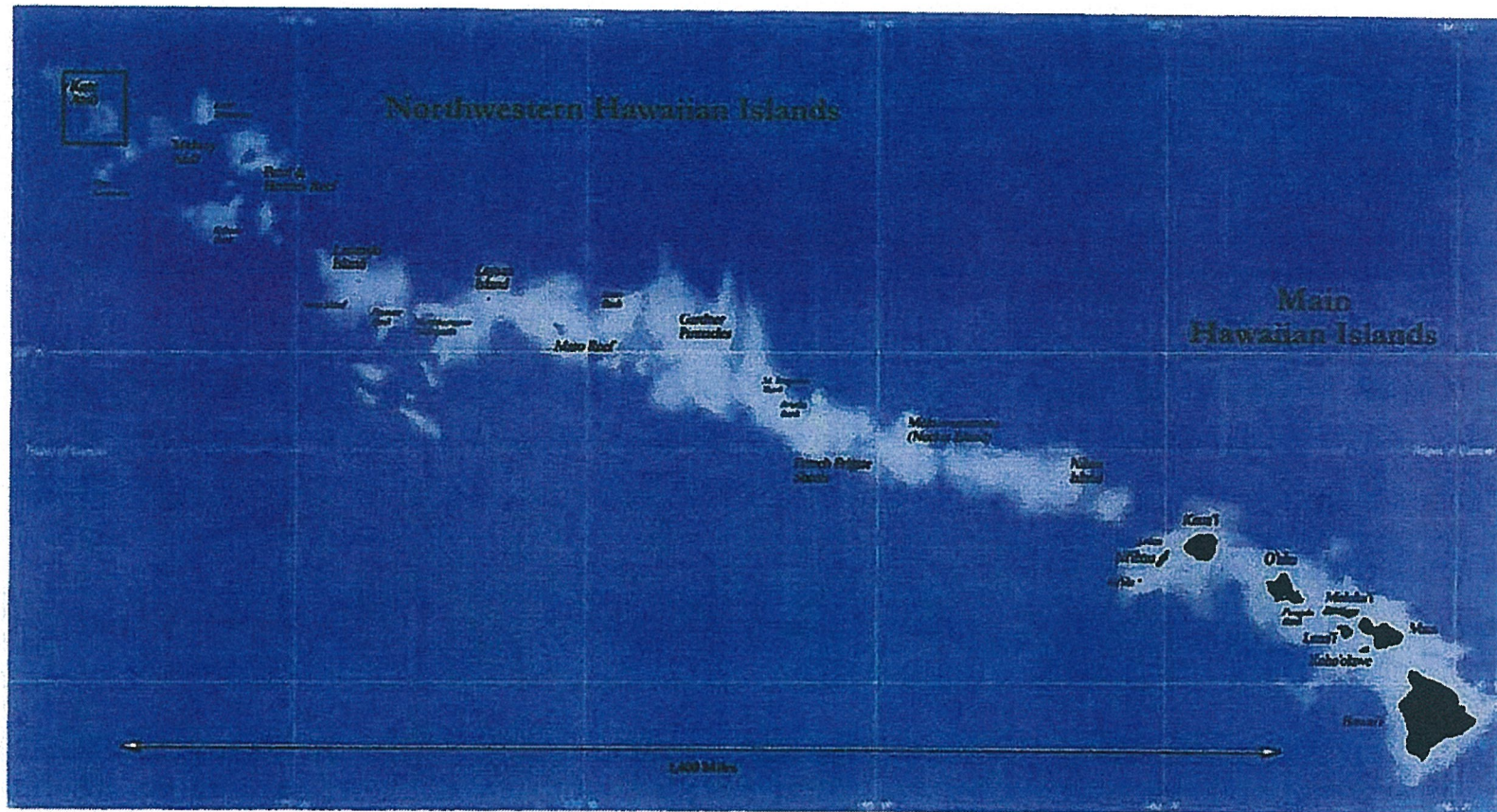
**Statement of Work**

For NOAA & State of Hawaii/DOH MOA-2013-011/8642

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**Map of Project Area: State of Hawaii**



Annex 002

**TO MOA-2013-011/8642**

**A MEMORANDUM OF AGREEMENT**

between the

**MARINE DEBRIS DIVISION  
OFFICE OF RESPONSE AND RESTORATION  
NATIONAL OCEAN SERVICE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
U.S. DEPARTMENT OF COMMERCE**

and the

**Department of Health,  
STATE OF HAWAII**

**NOS Agreement Code: MOA-2013-011 (Annex 002)/9048**

**I. PARTIES AND PURPOSE**

- A. This is Annex 002 to the underlying umbrella Agreement, MOA -2013-011/8642, between the National Oceanic and Atmospheric Administration's (NOAA) National Ocean Service (NOS), Office of Response and Restoration (OR&R), and the State of Hawaii, Department of Health (DOH) (State of Hawaii).
- B. The purpose of this Annex is to extend the period of performance of the Agreement. Therefore, in accordance with **VI. DURATION OF ANNEX, AMENDMENTS, OR TERMINATION**, the Parties hereby agree to amend the underlying Annex, **MOA-2013-011 (Annex 001)/8740**, as follows:
  - 1. Replace Section **VI. DURATION OF ANNEX, AMENDMENTS, OR TERMINATION**, Paragraph A., with:

The terms of this annex will become effective upon the date of the late signature and shall remain in effect through January 30, 2016.

- 2. The other terms and conditions of the underlying Annex, as amended, remain in full force and effect.
- 3. This Annex will become effective after signature by all Parties.

**VIII. APPROVALS**

This Agreement is entered into and made effective as of the date later in time indicated below.

ACCEPTED AND APPROVED FOR THE  
U.S. DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION  
NATIONAL OCEAN SERVICE


BY:  \_\_\_\_\_  
David Westerhoff, Director

Office of Response and Restoration

DEC 3 2014

DATE: \_\_\_\_\_

ACCEPTED AND APPROVED FOR THE  
STATE OF HAWAII  
DEPARTMENT OF HEALTH

BY:  \_\_\_\_\_  
Linda M. Rosen, M.D., M.P.H., Director

Department of Health

DATE: 10/27/2014

9/11/13 orig ASO  
C: DDEH

NEIL ABERCROMBIE  
GOVERNOR OF HAWAII



LORETTA J. FUDDY, A.C.S.W., M.P.H.  
DIRECTOR OF HEALTH

STATE OF HAWAII  
DEPARTMENT OF HEALTH  
P. O. BOX 3378  
HONOLULU, HI 96801-3378

In reply, please refer to:  
File:

August 28, 2013

- ① ASO Chief 9/11/13
- ② BMSS 9/11/13
- ③ ASO File

TO: The Honorable Neil Abercrombie  
Governor of Hawaii

FROM: Loretta J. Fuddy, A.C.S.W., M.P.H.  
Director of Health

SUBJECT: Request to Expend Non-Appropriated Other Federal Funds

1. Program I.D. and Title: HTH 849, Environmental Health Administration
2. Expending Agency (If other than above): Funds will be transferred from the Department of Health (DOH) to the Department of Land and Natural Resources (DLNR), as DLNR will be conducting the Japan tsunami marine debris (JTMD) removal activities and incurring the expenses for these activities.
3. Title of Agreement: Annex 001 to Memorandum of Agreement (MOA)-2013-011/8642, between the National Oceanic and Atmospheric Administration's (NOAA) National Ocean Service (NOS), and the State of Hawaii, Department of Health (DOH); NOS Agreement Code: MOA-2013-011 (Annex 001)/8740
4. Amount of Funds: \$250,000 for FY 13-15 (budget period for Annex 001 is 5/23/13 to 1/31/15; project period for entire MOA is 3/5/13-3/4/18)
5. Date program first notified that federal funds may be available: 11/16/12
6. Date that additional federal funds were known to be available: 5/23/13. The delay in making this request is due to the following: These funds are part of a \$5 million financial gift from the government of Japan to the U.S. for JTMD, and NOAA is distributing the funds to the five affected states of Alaska, California, Hawaii, Oregon, and Washington. NOAA indicated that these were not federal grant funds. Therefore, DOH received the \$250,000 on 6/13/13 and deposited it to a trust account (MOF T). However, after further discussion with the Department of Accounting and General Services and the Department of Budget and Finance, it has been determined that this funding more appropriately should be classified as non-appropriated other federal funds (MOF P).

**EXHIBIT "C"**



7. Reason Additional Appropriation was not Sought During Preceding Legislative Session: To receive these funds, DOH, in collaboration with DLNR, needed to submit a Statement of Work that then needed to be approved by NOAA. The MOA between NOAA (within the U.S. Department of Commerce) and the State of Hawaii, Department of Health for the Statement of Work was signed and became effective on May 23, 2013, which was after the end of the 2013 legislative session.
8. Public Benefit of Other Federal Funds: The purpose of the MOA is to provide the State of Hawaii with funding to conduct marine debris activities on state, tribal, or federal lands or waters, in response to the Great East Japan Earthquake of March 2011. The Government of Japan estimated that the tsunami generated from the March 2011 earthquake swept approximately 5 million tons of debris into the Pacific Ocean and that about 70% of this immediately sank, leaving 1.5 million tons to float and be dispersed across the North Pacific.

Recent increases of marine debris reports in Hawaii have coincided with forecasted trajectories of JTMD across and around the Pacific Ocean. Incidents since Hawaii's first confirmed JTMD sighting in September 2012 have included an unprecedented number of unusual items, such as sections of floating docks, derelict small boats, aquaculture buoys and a 20 foot diameter steel mooring buoy, as well as a number of items carrying alien aquatic species with invasive potential.

9. Intended Program Use of Other Federal Funds: The funds will provide one year of partial support (73%) of salary and fringe benefits (\$41,580) for one new position (1.00 FTE), State JTMD Coordinator, to be established in DLNR. The incumbent of this position will implement the objectives of the Statement of Work and will lead and coordinate JTMD response with partners in this region. The DLNR Papahānaumokuākea Marine National Monument program will provide the other 27% of financial support for the JTMD Coordinator position.

In addition, the budget includes \$183,420 for a Strategic Reserve for unanticipated expenses and reimbursement of marine debris-related expenditures by DLNR. Since future marine debris arrivals on land or at sea are unpredictable, the bulk of the funds will be kept in a strategic reserve and used on an as-needed basis for response actions, including for travel and contracts.

The budget also includes \$15,000 for equipment such as tow cables, repair and replacement of truck winches, tools for cutting derelict fishing nets, etc.; and \$10,000 for supplies such as aquatic invasive species kits, personal protective equipment, education and outreach materials, etc.

Within the State of Hawaii, there are two main agencies involved in JTMD: DOH and DLNR. In order to support DLNR so that Hawaii could receive these funds, the Environmental Health Administration of the DOH coordinated the application for and receipt of these funds. DLNR is the lead agency for marine debris removal, and DOH proposes to transfer these funds in their entirety to DLNR immediately upon approval of this request. DLNR is the department that will perform the JTMD activities and incur the expenses. DLNR shall submit quarterly written progress reports on the use of the funds, so that DOH can submit the required quarterly progress reports to NOAA. NOAA must in turn submit comprehensive quarterly reports to Japan.

10. Will program be continued after this grant? (Y/N)  
If yes, how will it be funded? Yes, this program will be continued as long as additional funding is received. The State may apply for additional funds by submitting an additional Statement of Work to NOAA. NOAA will provide funds for each Statement of Work that they approve.
11. General Fund Impact (e.g., matching requirements, future general fund assumption of program costs, maintenance, positions, etc.): None.

APPROVED

DISAPPROVED

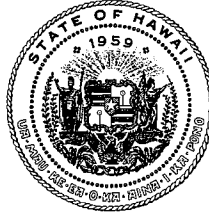
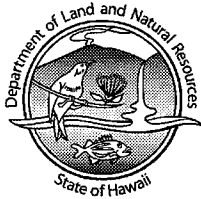


NEIL ABERCROMBIE  
Governor, State of Hawaii

SEP - 9 2013

DATE

DAVID Y. ICE  
GOVERNOR OF HAWAII



**STATE OF HAWAII**  
**DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

SUZANNE D. CASE  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA  
FIRST DEPUTY

JEFFREY T. PEARSON  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

**EXEMPTION NOTIFICATION**

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200, HAR:

**Project Title:** Approve Receipt of Non-Appropriated Other Federal Funds from Hawaii Department of Health, and Authorize Chairperson to Expend Funds in Accordance with Terms and Conditions of Memorandum of Agreement MOA-2013-011/8642 between Hawaii Department of Health and the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce.

**Project / Reference No.:** Account S-14-549-C

**Project Location:** Shoreline areas and near shore waters of the State of Hawaii.

**Project Description:** Marine debris activities

**Chap. 343 Trigger(s):** Use of state or county lands or funds other than for feasibility studies or the purchase of raw land

**Exemption Class and Description:** In accordance with the Exemption List for the Department of Land and Natural Resources, approved by the Environmental Council on June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to:

Exemption Class 1. "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing" and its item 3, "Removal of boulders, rocks, hazardous trees, marine debris, and other similar hazards necessary to maintain state lands and waters in a safe condition."

Exemption Class 5, "Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource" and its items 1, 2, 3, 13, 15, 19, and 23:

**EXHIBIT "D"**

1. Conduct surveys or collect data on existing environmental conditions (e.g, noise, air quality, water flow, water quality, etc.).
2. Non-destructive data collection and inventory, including field, aerial and satellite surveying and mapping.
3. Conduct topographic, sounding, wave, littoral transport, bathymetric, and location surveys.
13. Research or experimental management actions that the Department declares are designed specifically to monitor, conserve, or enhance native species or native species' habitat.
15. Game and non-game wildlife surveys, vegetation and rare plant surveys, aquatic life surveys, inventory studies, new transect lines, photographing, recording, sampling, collection, culture, and captive propagation.
19. Research or experimental management actions to identify, monitor, control, or eradicate introduced species.
23. Permission to enter state lands for the purpose of conducting those activities listed above.

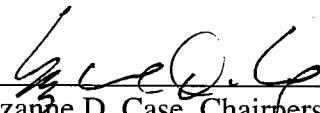
Staff does not anticipate marine debris removal and other related activities will create any additional environmental impact. Therefore, staff recommends the Board declare the project exempt from the preparation of an environmental assessment.

Consulted Parties

Not applicable

Recommendation:

That the Board find that this project will probably have minimal or no significant effect on the environment and is therefore presumed to be exempt from the preparation of an environmental assessment.

  
 \_\_\_\_\_  
 Suzanne D. Case, Chairperson

8/28/15  
 \_\_\_\_\_  
 Date