

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

May 23, 2014

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

ALL ISLANDS

Approval of Expenditure of \$50,000.00 from the Special Land & Development Fund as a Grant to the Hawaii Department of Health and Execution of a Memorandum of Agreement between the Department of Land and Natural Resources and the Department of Health to Support Marine Debris Removal Projects to Benefit the State of Hawaii.

BACKGROUND:

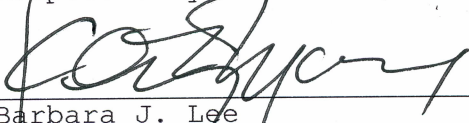
In 2012, the National Oceanic and Atmospheric Administration (NOAA) granted the State of Hawaii through its Department of Health (DOH) \$50,000.00 for the purpose of supporting marine debris remediation efforts throughout the State of Hawaii. Matching funds of \$50,000.00 were to be provided by the Department of Land and Natural Resources, the State's lead agency for marine debris responses, from its Special Land & Development Fund (SLDF).

A Memorandum of Agreement (MOA) between the DOH and the Department, attached as Exhibit A, has been drafted to detail the terms and conditions of use for these funds. DOH will administer the combined \$100,000 as grants to community groups for marine debris remediation.

RECOMMENDATION:

That the Board approve the expenditure of \$50,000.00 from the SLDF for the purposes stated above, and authorize the Chairperson to execute the above referenced MOA, when approved as to form by the Department of Attorney General.

Respectfully Submitted,

  
\_\_\_\_\_  
Barbara J. Lee  
Project Development Specialist

APPROVED FOR SUBMITTAL:

  
\_\_\_\_\_  
William J. Aila, Jr., Chairperson

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**EXHIBIT "A"**

MEMORANDUM OF AGREEMENT

Between

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

And

STATE OF HAWAII DEPARTMENT OF HEALTH

MEMORANDUM OF AGREEMENT

RECEIVED

Between

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STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

And

DEPARTMENT OF  
& NATURAL RESOURCES  
STATE OF HAWAII

STATE OF HAWAII DEPARTMENT OF HEALTH

This MEMORANDUM OF AGREEMENT (hereinafter "MOA") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Hawaii Department of Land and Natural Resources (hereinafter referred to as "DLNR"), whose business address is 1151 Punchbowl Street, Suite 110, Honolulu, Hawaii 96813, and the State of Hawaii Department of Health (hereinafter referred to as "DOH"), whose business address is 1250 Punchbowl Street, Honolulu, Hawaii 96813.

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-foot 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 with 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.

## RECITALS

WHEREAS, DLNR is providing \$50,000 to match \$50,000 in federal grant funds from the National Oceanic and Atmospheric Administration (hereinafter referred to as "NOAA") to remove and reduce marine debris originating from the tsunami that devastated Japan in March 2011; and

WHEREAS, the DOH is administering the \$50,000 grant from NOAA and has selected six statewide projects to implement the NOAA grant, including Surfrider Kauai in Kauai County for \$25,000, Hawaii Wildlife Fund in Maui County for \$20,000, Recycle Hawaii in Hawaii County for \$20,000, and the following in City and County of Honolulu -- Surfrider Oahu for \$13,000, Kupu for \$11,000, and Sustainable Coastlines for \$11,000; and

WHEREAS, DOH will administer payments to the grant awardees;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### I. SCOPE OF SERVICES

DOH shall implement the conditions of the NOAA grant and perform oversight and administrative functions through memoranda of agreement between DOH and the six awardees.

DLNR shall provide \$50,000 in matching funds for the NOAA grant and these matching funds will reimburse DOH expenditures in implementing the NOAA grant via the six statewide projects.

### II. TIME OF PERFORMANCE

Services performed in accordance with this MOA shall begin on the effective date stated above and shall be completed within 24 months of the date stated above.

### III. MODIFICATIONS

Any extensions, changes, or alterations to the MOA shall be agreed to by both parties in writing before being undertaken and the same shall be evidenced by written amendment to this MOA.

### IV. COMPENSATION AND PAYMENT SCHEDULE

In consideration for services rendered by DOH under this MOA, DLNR agrees to pay DOH a total sum of money not to exceed \$50,000. Payments shall be made in accordance with the following provisions:

DOH shall process payments to the six awardees upon satisfactory performance of their respective memoranda of agreement.

DOH shall submit bills for collection to DLNR for payments made on the respective memoranda of agreement with the awardees.

DLNR shall reimburse DOH for these payments through journal vouchers.

All payments under this MOA are subject to the availability and allotment of DLNR funds.

V. REPORTS AND RECORD RETENTION

DOH shall maintain and retain all records in support of this MOA and shall make them available for review or financial audits, as may be requested. Records shall include books, records, documents, and other evidence including, but not limited to, vouchers, bills, invoices, requests for payments and other documentation, which according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly document all program costs extended in performance of this MOA. Such records shall be maintained for a minimum of five (5) years after termination or expiration of this MOA. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or litigation which may be based on the terms of this MOA, whichever period is longer. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by state or federal auditors, the State Comptroller, or other personnel authorized by DLNR upon request.

VI. TERMINATION

Either party to this MOA may, with or without cause, terminate this MOA at any time upon written notice given sixty (60) days in advance of such termination. Upon notice of termination, the total amount to be paid to DOH shall be determined on the basis of total work performed up to the time of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date written below.

DEPARTMENT OF LAND AND NATURAL RESOURCES

DEPARTMENT OF HEALTH

\_\_\_\_\_  
Chairperson

*FW*   
\_\_\_\_\_  
Director


Date \_\_\_\_\_

Date 12/4/13

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General for the Department of Land  
and Natural Resources

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Deputy Attorney General for the Department of Health

11/27/13  
\_\_\_\_\_  
Date