

State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
Honolulu, Hawaii

February 12, 2016

Board of Land and
Natural Resources
Honolulu, Hawaii

RE: Requesting to enter into a Memorandum of Understanding between the State of Hawaii Department of Land and Natural Resources and Marine Corps Base Hawaii for the staging of a Division of Conservation and Resources Enforcement Patrol Boat aboard Marine Corps Base Hawaii at Kaneohe Bay.

This request seeks Board Approval to enter into a formal Memorandum of Understanding with Marine Corps Base Hawaii to stage a Division of Conservation and Resources Patrol Boat aboard the Marine Corps Base Hawaii at Kaneohe Bay. The staging of this vessel at Marine Corps Base Hawaii is essential to provide for law enforcement operations including boating safety patrols and search and rescue operations and for emergency response in Windward Oahu ocean waters. This Memorandum of Understanding will provide for berthing of one patrol boat and parking for a vehicle and trailer and would replace a previous Memorandum of Understanding that was signed on May 19, 1997.

RECOMMENDATION:

DOCARE recommends approval:

1. To authorize the Chairperson to enter and sign the Memorandum of Understanding.

Respectfully submitted,



THOMAS H. FRIEL
Enforcement Chief

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources



MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
AND
MARINE CORPS BASE HAWAII
M00318-09-A-16-001

This is a Memorandum of Understanding (MOU) between Marine Corps Base (MCB Hawaii) and the State of Hawaii Department of Land and Natural Resources (DLNR) for the staging of a DLNR patrol boat and crew aboard MCB Hawaii, Kaneohe Bay. When referred to collectively, the term "parties" include MCB Hawaii and DLNR.

1. BACKGROUND: This MOU replaces the DLNR and MCB Hawaii MOU that was signed on 19 May 1997, which allowed DLNR quick access to a patrol boat. Law enforcement involving recreational vessels on State of Hawaii waters in and near Kaneohe Bay is the primary responsibility of DLNR.

2. PURPOSE: This MOU formalizes the relationship between MCB Hawaii and DLNR for the support of DLNR at MCB Hawaii, Kaneohe Bay.

3. GENERAL PROVISIONS:

3.1. MCB Hawaii will:

3.1.1. Provide berthing for one DLNR patrol boat. This may be in the form of a slip, buoy, anchorage, etc. Also provide parking space for one vehicle and trailer.

3.2.2. Provide base entrance passes for the patrol boat crew, if required.

3.2. State of Hawaii, DLNR will:

3.2.1. Be responsible for damages or injury caused by the State's agents, officers, and employees in the course of their employment to the extent that the State's liability for such damage or injury has been determined by a court or otherwise agreed to, by the State. The State shall pay for such damage and injury to the extent permitted by law. The State shall use reasonable good faith efforts to pursue any approvals from the Legislature and the Governor that may be required to obtain the funding necessary to enable the State to perform its obligations or cover its liabilities hereunder. The State shall not request the United States, the Department of the Navy or MCB Hawaii to indemnify the State for, or hold the State harmless from, any claims for such damages or injury.

3.2.2. Comply with all applicable MCB Hawaii regulations and directives.

3.2.3. Reimburse MCB Hawaii for any loss or damage to Federal property caused by State of Hawaii personnel or property incident to the provisions of this agreement.

3.2.4. Conduct singular operations.

3.2.4.1. Navy and Marine Corps vessels and personnel will not participate in boating safety patrols or search and rescue patrols initiated by DLNR.

3.2.4.2. Navy and Marine Corps vessels and personnel will not participate in law enforcement activities. Violations of safety rules, boating casualty reports, and investigations will be referred to the 14th Coast Guard District.

3.3. MODIFICATION: This agreement may only be modified by mutual written consent of the Parties.

3.4. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

3.5. TERMINATION OF AGREEMENT: This MOA may be terminated at will by either Party by giving at least 90 days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

3.6. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

3.7. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

3.8. EFFECTIVE DATE. This MOA takes effect on the day after the last Party signs.

3.9. EXPIRATION DATE. This agreement expires 9 years after the date of the last signature.

AGREED:

S. C. KILLEEN, DATE
Colonel, USMC
Commanding Officer, MCB Hawaii

S. D. CASE DATE
Chairperson, DLNR