

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Engineering Division

February 26, 2016

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

**Approval to Enter Memorandum of Understanding
with the U.S. Department of Interior U.S. Geological Survey
for the Canvassing of Mineral Production Data in Hawaii**

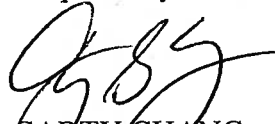
The U.S. Department of Interior U.S. Geological Survey has requested the Department to enter a cooperative agreement for the collection of information on annual mineral production in Hawaii. The Department previously entered 5-year term agreements beginning in 1961 for this purpose, but for some reason, did not enter an agreement for 2011-2015. The new agreement will run through December 31, 2020. We believe that entering this agreement would be mutually beneficial for the exchange of information.

This Memorandum of Understanding does not require the Department to advance any funds. The agreement obligates the department to assist in following up on the collection of mineral production statistics.

RECOMMENDATION:

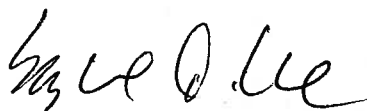
That the Board approve the execution of the Memorandum of Understanding between the U.S. Department of Interior U.S. Geological Survey and Department of Land and Natural Resources, and authorize the Chairperson to sign the agreement, subject to approval as to form by the Department of the Attorney General.

Respectfully submitted,


CARTY CHANG
Chief Engineer

Attachment

Approved for submittal:


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

ITEM L-5

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AND
THE HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

The U.S. Geological Survey (hereinafter referred to as the USGS) is interested in collecting, compiling, and disseminating information concerning mineral resources and contributing to the wise and efficient development of mineral resources nationwide. Similarly, the State of Hawaii, acting through the Department of Land and Natural Resources (hereinafter referred to as the State), is interested in developing those mineral resources found within its boundaries and in the activities associated with resource development. It is possible and logical that the objectives of both the USGS and the State will frequently overlap and, if pursued along separate lines, will result in duplication of effort and uneconomical utilization of available manpower and money. Therefore, the USGS and the State have mutually agreed to enter into this Memorandum of Understanding for the purpose of cooperating in the collection of statistics covering the mineral production from mines, quarries, and wells.

The USGS and the State, through their officers and agents, shall consult, advise, and collaborate concerning the collection of mineral statistics at such times and to such extent as is mutually agreeable and acceptable to both parties. Copies of final listings and tabulations of mineral production by individual producer compiled by either party shall be made available to the other party unless specifically forbidden by law or regulation. It is understood that any mineral producers' data collected by the USGS are protected under Public Law 96-479, the National Materials Policy, Research and Development Act of 1980, and cannot be disclosed outside the Department of the Interior unless there is no objection to such disclosure by the donor. When such data are provided, with the donor's permission, to the State, the State agrees that it will be bound by the USGS's obligation under the 1980 Act.

Survey forms mailed by the USGS to mineral producers for the collection of statistical data will be accompanied by a statement that unless objection is made in writing the State in which the company operates may receive copies of that company's individually reported data. The State may use the data in the compilation of mineral statistics subject to the same legal obligations as the USGS to appropriately safeguard the information and prevent disclosure of individual company proprietary data.

Completed forms will be returned directly to the USGS in accordance with instructions printed on the forms. The USGS or the State shall send additional requests for information in the same manner as the first to producers who fail to respond. After continued failure by any producer to respond to such request, both parties to this memorandum shall endeavor to obtain the data necessary to complete the forms by contacting the nonrespondents.

This Memorandum of Understanding shall become effective as of the date of approval by the Associate Director for Energy and Minerals, and Environmental Health, U.S. Geological Survey, and shall remain in effect until December 31, 2020, or until terminated by either party giving at least thirty (30) days prior written notice of termination to the other party. It is further understood that both parties are dependent upon appropriated funds for performance of their work. In case such appropriations as may be necessary to carry out this agreement are not made, each party releases the other from all liability for failure to perform.

U.S. Geological Survey

By Steven M. Fortier
Steven M. Fortier

Title: Director
National Minerals Information Center

Date 12/22/2015

Hawaii Department of Land and Natural Resources

Approved by the Board
of Land and Natural Resources
at its meeting held on _____

By _____

APPROVED AS TO FORM:

Title: Chairperson
Board of Land and Natural Resources

Deputy Attorney General

Date _____

APPROVED:

By _____
Pierre Glynn

Title: Acting Associate Director for Energy and Minerals, and Environmental Health,
U.S. Geological Survey

Date _____