

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

April 13, 2017

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Board Members:

SUBJECT: REQUEST FOR APPROVAL TO AUTHORIZE THE CHAIRPERSON TO APPROVE AND SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES DIVISION OF FORESTRY AND WILDLIFE AND THE KAUAI HUMANE SOCIETY (KHS) FOR WILDLIFE CARE AND REHABILITATION ON THE ISLAND OF KAUAI

AND

REQUEST APPROVAL OF DECLARATION OF EXEMPTION FROM CHAPTER 343, HAWAII REVISIED STATUTES, ENVIRONMENTAL COMPLIANCE REQUIREMENTS FOR THE SUBJECT MEMORANDUM OF AGREEMENT

SUMMARY:

This Memorandum of Agreement (MOA), by and between the Kauai Humane Society, herein after referred to as "KHS" and the State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife, hereinafter referred to as "DOFAW" for the care and rehabilitation of sick and injured native wildlife on the island of Kauai.

BACKGROUND:

The KHS is a non-profit organization 501(C) 3 specializing in the care of pet animals, with their mission being dedicated to ensuring compassionate, informed care of all Kauai's animals and promoting the human-animal bond. The KHS is located on 3-825 Kaumualii Highway 50, one mile west of Puhi, Kauai.

The KHS currently operates and manages DLNR's Save Our Shearwaters (SOS) Program through Kauai Seabird Habitat Conservation Plan (KSHCP) mitigation agreement between the Kauai Island Utility Cooperative (KIUC), U.S. Fish & Wildlife Service, KHS and DLNR. The

agreement specifically addresses the care, rehabilitation and release of three federally listed seabird species. These include the Newell's shearwater (*Puffinus auricularis newelli*), Hawaiian petrel (*Pterodroma sandwichensis*) and Band-rumped Storm petrel (*Oceanodroma castro*).

This MOA will address the need for veterinary care and rehabilitation of native wildlife species not covered under the KSHCP mitigation agreement. Native wildlife species are listed below in the agreement and permit some funding to support a Wildlife Rehabilitation Technician for the SOS program and provide limited operational expenses.

The MOU is currently under review by the office of the Attorney General.

DISCUSSION:

Securing a funding commitment from ABC will enhance DOFAW's commitment to recover Hawaii's endangered forest birds.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

DOFAW activities to be conducted under the terms of the grant agreement include the rehabilitation of ESA-listed and native birds on Kauai. These are minor actions that will probably have minimal or no significant effects on the environment and are exempt from the requirement to prepare an environmental assessment in accordance with Chapter 343, HRS, and Chapter 11-200-8, Hawai'i Administrative Rules, under the Department's following exemption classes (Exemption List for the Department of Land and Natural Resources, Reviewed and Concurred Upon by the Environmental Council on June 05, 2015):

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.

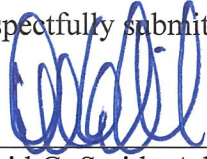
Exemption Class 5: Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

RECOMMENDATIONS:

That the Board:

1. Authorize the Chairperson to negotiate, sign, execute, and amend a Memorandum of Agreement between the Board of Land and Natural Resources and the Kauai Humane Society, subject to the Department of the Attorney General's approval as to form.
2. Approve a declaration of exemption from the requirement of Chapter 343, Hawai'i Revised Statutes to prepare an environmental assessment for the actions proposed in this Memorandum of Agreement.

Respectfully submitted,



David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson
Board of Land and Natural Resources

Attachment:
Draft Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE AND THE KAUAI HUMANE SOCIETY
FOR WILDLIFE CARE AND REHABILITATION ON THE
ISLAND OF KAUAI**

This Memorandum of Agreement (MOA), by and between the Kauai Humane Society, herein after referred to as "KHS" and the State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife, hereinafter referred to as "DOFAW" for the care and rehabilitation of sick and injured native wildlife on the island of Kauai.

The KHS is a non-profit organization 501(C) 3 specializing in the care of pet animals, with their mission being dedicated to ensuring compassionate, informed care of all Kauai's animals and promoting the human-animal bond. The KHS is located on 3-825 Kaunualii Highway 50, one mile west of Puhi, Kauai.

The KHS currently operates and manages DLNR's Save Our Shearwaters (SOS) Program through Kauai Seabird Habitat Conservation Plan (KSHCP) mitigation agreement between the Kauai Island Utility Cooperative (KIUC), U.S. Fish & Wildlife Service, KHS and DLNR. The agreement specifically addresses the care, rehabilitation and release of three federally listed seabird species. These include the Newell's shearwater (*Puffinus auricularis newelli*), Hawaiian petrel (*Pterodroma sandwichensis*) and Band-rumped Storm petrel (*Oceanodroma castro*).

This MOA will address the need for veterinary care and rehabilitation of native wildlife species not covered under the KSHCP mitigation agreement. Native wildlife species are listed below in the agreement.

AGREEMENT

KHS shall:

- Provide their facilities, utilities, and services for the care and rehabilitation of sick and injured native wildlife on fee basis. Their services would cover the following federally listed species: Hawaiian goose (*Branta sandvicensis*), Hawaiian duck (*Anas wyvilliana*), Hawaiian gallinule (*Gallinula galeata sandvicensis*), Hawaiian coot (*Fulica alai*), Hawaiian stilt (*Himantopus mexicanus knudseni*) and Hawaiian bat (*Lasiurus semotus*).
- Provide care and rehabilitation to Migratory Bird Treaty Act (MBTA) species, including but not limited to following Hawaiian species: Wedge-tailed shearwater (*Puffinus puffinus*), Laysan albatross (*Phoebastria immutabilis*), White-tailed tropicbird (*Phaethon lepturus*).
- Hire and supervise one part-time (4 days/week) Wildlife Rehabilitation Technician (WRT) which will be stationed at the KHS located on 3-825 Kaunualii Highway in Puhi, Kauai.
- Provide the work schedule for the WRT which may include weekends, holidays and evening hours.
- Provide a vehicle for the WRT to use to conduct the duties described below.

- Provide wildlife educational outreach in concert with DOFAW.

Duties of the WRT include the following:

- Transporting compromised wildlife to the KHS facility.
- Perform general rehabilitation procedures such as avian gavage and other basic husbandry techniques.
- Assist in the husbandry of individuals undergoing rehabilitation.
- Regular cleaning of equipment and cages.
- Data entry of sick and injured birds in care and rehabilitation.
- Provide an annual report to DOFAW.
- The WRT will be responsible for his/her transportation to and from the KHS.

DOFAW shall:

- Provide funds necessary to employ one part-time wildlife rehabilitation technician.
- Provide funds for wildlife veterinary supplies and office supplies.
- Provide funds for vehicle fuel and maintenance.
- Provide manpower assistance to KHS during an emergency wildlife crisis involving large number of sick or injured birds.
- Provide recommendations to improve wildlife care and rehabilitation.
- Assist KHS in wildlife outreach when the opportunity arises.

Position Title	Work Duration	Days/ week	Hours/ week	Hourly Rate	w/taxes	Insurance	Hours/ Year	Annual
Wildlife Rehabilitation Technician	Apr to Aug 2017	4 days	32 hours	\$16.22	\$18.98	\$6,398.00	1920 hours	\$44,004.40
Wildlife Rehabilitation Technician	Sep 2017 to June 2018	4 days	32 hours	\$17.00	\$19.89			

Estimated Operational Expenses	Total Cost
Vehicle Fuel and Maintenance	\$2,000.00
Veterinary Supplies	\$2,000.00
Office supplies	\$100.00
Sub Total	\$4,100.00
Total	\$48,104.40

Indemnification:

KHS agrees to indemnify and hold harmless the DOFAW or any affiliates thereof (or any official, representative, agent, director or officer thereof) (collectively, the "Indemnified Parties") from and against all claims, liabilities, damages, or suites of any nature whatsoever arising out of, because of, or due to the breach of this memorandum of agreement by the site manager, its employees and/or representatives, or due to any act or occurrence of omission of the site manager, including but not limited to cost and reasonable attorneys' fees. In suits against an Indemnified Party arising out of the memorandum of agreement, the Indemnified Party, at its sole option, may defend itself or require the site manager to provide the defense.

DOFAW agrees to indemnify and hold harmless the KHS or any affiliates thereof (or any official, representative, agent, director or officer thereof) (collectively, the "Indemnified

Parties") from and against all claims, liabilities, damages, or suits of any nature whatsoever arising out of, because of, or due to the breach of this memorandum of agreement by the site manager, its employees and/or representatives, or due to any act or occurrence of omission of the site manager, including but not limited to cost and reasonable attorneys' fees. In suits against an Indemnified Party arising out of the memorandum of agreement, the Indemnified Party, at its sole option, may defend itself or require the site manager to provide the defense.

This agreement shall be in effect from April 1, 2017 to June 30, 2018. If both parties agree with this agreement it may be extended to continue wildlife rehabilitation care.

Termination of this Memorandum of Agreement can be made by either or both parties with a minimum of one month of advance notification.

This agreement constitutes the entire agreement of the parties hereto.

Scott Pisani, Executive Director
Kauai Humane Society,

Date

Suzanne Case, Chairperson
Department of Land and Natural Resources,
State of Hawaii

Date

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

Date

