

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

February 22, 2019

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

Land Board Members:

**SUBJECT: REQUEST TO AUTHORIZE THE CHAIRPERSON TO NEGOTIATE AND
ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN STATE OF HAWAI'I DIVISION OF FORESTRY AND WILDLIFE
(DOFAW) AND RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAI'I (RCUH) FOR HELICOPTER AND OTHER AIRCRAFT USE**

This Board Submittal requests approval to enter into a Memorandum of Understanding (MOU) to establish terms and understanding for helicopter and other aircraft use between RCUH and DOFAW. This will allow state funded projects to complete DOFAW objectives written into grants/awards with the University of Hawai'i.

BACKGROUND:

DOFAW is responsible for protecting and managing much of the remaining natural resources and native ecosystems statewide, including many endangered native plants and animals. DOFAW has a long history of partnering with RCUH to promote conservation on Hawai'i state lands and in cooperative partners' lands. DOFAW and RCUH projects also collaborate with federal partners to ensure that every effort and newest applications are being used to stop the spread of non-native plants, and to repopulate the habitat to promote growth for native plants, snails and birds. DOFAW is able to provide the resources to help fund the research, and RCUH projects provide the science, staff and students to implement research in the field.

To this end, DOFAW and RCUH participate in joint helicopter operations on a regular basis. This MOU simply sets forth the terms and understanding between RCUH and DOFAW regarding helicopter and other aircraft use to continue to allow RCUH personnel to participate with DOFAW in field operations requiring the use of aircraft. This will allow state-funded projects to complete their grant objectives.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

This MOU has no environmental impact in and of itself. Projects and activities carried out by the division that require helicopter or other aircraft operations will perform environmental assessments as those projects and activities are implemented.

ITEM C- 1

RECOMMENDATION:

That the Board:

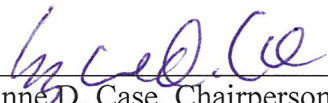
1. Delegate authority to the Chairperson to negotiate and execute a Memorandum of Understanding once reviewed and approved by the State Attorney General.

Respectfully submitted,



David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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

Attachments:

- 1) The DLNR Helicopter Operating Policy (2006)
- 2) The DLNR Helicopter Standard Operating Procedures (2018)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE RESEARCH CORPORATION OF
THE UNIVERSITY OF HAWAI'I**

AND THE

**STATE OF HAWAI'I DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

REGARDING HELICOPTER AND OTHER AIRCRAFT USE

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Research Corporation of the University of Hawai'i (RCUH), a public instrumentality administratively attached to the University of Hawai'i; and the State of Hawai'i Board of Land and Natural Resources by and through its Department of Land and Natural Resources Division of Forestry and Wildlife (DOFAW), regarding the joint use of helicopters and other aircraft (collectively "aircraft") by DOFAW and RCUH Project personnel.

WITNESSETH:

WHEREAS, RCUH is attached to the University of Hawai'i for administrative purposes and has certain powers enumerated in Section 304A-3003, Hawaii Revised Statutes; and the University of Hawai'i (UH) uses service-ordered funds with RCUH to procure goods and services for and on behalf of certain projects to be performed by RCUH (collectively "RCUH Projects"), and RCUH performs such services pursuant to an Internal Agreement between RCUH and the University of Hawai'i, effective July 1, 1996, as amended; and

WHEREAS, DOFAW is a division of the State of Hawai'i Department of Land and Natural Resources with the responsibility to manage and protect Hawaiian watersheds, native ecosystems, and cultural resources and provide outdoor recreation and sustainable forest products opportunities, while facilitating partnerships, community involvement and education; and

WHEREAS, it is the intent and purpose of this MOU to set forth the cooperative relationship between the Parties, which establishes mutual duties and responsibilities with respect to joint operations involving aircraft to accomplish DOFAW projects in its areas of responsibility; and

WHEREAS, in the performance of RCUH Projects involving DOFAW, whether by funding source, personnel, or both, would be mutually and economically beneficial for the joint use of aircraft;

NOW, THEREFORE, RCUH and DOFAW (collectively the "Parties") mutually agree to the following:

Purpose:

The RCUH Projects and DOFAW have a unique partnership and common interest in promoting conservation on Hawai'i state and private lands. DOFAW is in charge of managing such state lands as Natural Area Reserves, State forest reserves, plant and wildlife sanctuaries, game management areas, and other lands which protect much of the remaining native Hawaiian ecosystems, including many endangered native plants and animals statewide. The RCUH Projects also involve applied research work to protect these plants and animals from extinction. The RCUH Projects and DOFAW also collaborate with federal partners to ensure that every effort, as well as the newest applications, is being used to stop the spread of non-native plant competitors, and to repopulate the habitat by promoting growth of native plants, and other native species such as snails and birds. DOFAW is able to provide the resources to help fund the research, and the RCUH Projects can assist by providing the science, students, and staff to implement the newest resource management techniques in the field.

The research and work done by the RCUH Projects and DOFAW often require the transport of personnel and equipment to remote areas within the State of Hawai'i via aircraft. When such transportation is required, DOFAW funds and purchases flight time with various aircraft vendors via a State of Hawai'i-DOFAW Purchase Order ("DOFAW Flights").

The purpose of this MOU is to continue allowing personnel of the RCUH Projects (which may consist of RCUH and University of Hawai'i personnel) to fly on the DOFAW Flights. This will allow DOFAW and RCUH Projects to complete the objectives written into state-funded grants/awards with the University of Hawai'i.

This MOU is not intended to void or invalidate any current agreements between the Parties or funding by a third party such as the federal government. In the event of conflict, DOFAW will re-evaluate and may suspend the application of this MOU in any specific instance.

Definitions:

Operational Control – The agency or entity responsible for the payment of the helicopter mission/project.

Mission/Project Lead – The agency or entity solely responsible for the management and supervision of the helicopter mission/project.

Responsibilities:

For DOFAW Operational Control/DOFAW Mission Lead:

1. DOFAW shall provide a Department of the Interior Office of Aviation Services (OAS) carded vendor aircraft and pilot for all flights. If a non-carded aircraft or pilot arrives at the site for work, DOFAW will return the aircraft and any surcharges will be the responsibility of DOFAW.
2. DOFAW shall assume all responsibility for procurement of the DOFAW Flights.
3. DOFAW shall provide RCUH a copy of each vendor's certificate of insurance naming the University of Hawai'i and RCUH as additional insured under the vendor's Aircraft Liability and Aviation General Liability coverage.
4. DOFAW shall provide to RCUH a current copy of the DOFAW Helicopter Standard Operating Procedures (DOFAW SOP). If any amendments are made to the DOFAW SOP, a copy of the amendment shall be provided to RCUH.

For DOFAW Operational Control/RCUH Mission Lead:

1. RCUH shall assume all responsibility for the DOFAW-purchased Flights, which includes the terms listed in 2-9, below:
2. RCUH shall provide a trained OAS carded flight crew to manage helicopter operations.
3. RCUH shall ensure that for all RCUH staff serving as crew in a helicopter mission/project, such crew shall be current on the following courses:
 - a. A-100, A-116, A-200; and
 - b. Other specialized training and certification courses required to perform tasks described under the flight plan.
4. RCUH shall ensure that all flight crew and passengers wear the proper personal protective equipment (PPE) as stated in the RCUH Projects Helicopter Standard Operating Procedures.
5. RCUH shall require all RCUH Projects flight crew and passengers to adhere to the RCUH Projects Helicopter Standard Operating Procedures.
6. RCUH shall provide guidance with complying with OAS Helicopter Operations Procedures.

7. All aircraft incidents will be immediately reported by the individual RCUH Projects to RCUH, as well as the DOFAW Operational Control Contact.
8. RCUH shall provide DOFAW a current copy of the RCUH Projects Helicopter Standard Operating Procedures.
9. RCUH shall adhere to all language, provisions, and contents stated in the helicopter contract between DOFAW and the awarded vendor(s).
10. DOFAW shall provide RCUH a copy of each vendor's certificate of insurance naming the University of Hawai'i and RCUH as additional insured under the vendor's Aircraft Liability and Aviation General Liability coverage.
11. DOFAW shall provide an OAS carded aircraft and pilot for all flights.

Both parties, each being an aspect of the State of Hawai'i, as the sovereign, may neither indemnify nor hold harmless the other in the event of liability caused by aircraft operations under this MOU. No waiver of liability shall apply to cases of gross negligence, knowing or intentional torts, or acts of violence, causing damage to property, bodily injury or death.

Modifications:

Any modification, alteration, amendment, change or extension to any term, provision, or condition of this MOU shall be made only by written amendment to this MOU, signed by an authorized official of DOFAW and RCUH.

Duration/Termination:

Either Party may terminate this MOU without statement of cause at any time by giving written notice to the other Party of such termination at least thirty (30) calendar days before the effective date of such termination.

Funding:

This MOU is not a commitment of funds by either Party.

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IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed by way of the signatures and date(s) indicated below. By signing below, each representative indicates they have the requisite authority to enter into this Memorandum of Understanding on behalf of their respective party. The last date of signing shall be the effective date.

Approved by the Board of Land and Natural Resources at its meeting held on _____, 2018.

STATE OF HAWAI'I

APPROVED AS TO FORM

Suzanne D. Case
Chairperson
Board of Land and Natural Resources

Deputy Attorney General
State of Hawai'i

Date

Date

**RESEARCH CORPORATION
OF THE UNIVERSITY OF HAWAI'I**

Sylvia Yuen
Executive Director

Date