

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Honolulu, Hawaii 96813

May 8, 2020

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

REQUEST FOR APPROVAL TO ENTER INTO A MEMORANDUM OF
AGREEMENT BETWEEN DEPARTMENT OF LAND AND NATURAL
RESOURCES DIVISION OF AQUATIC RESOURCES AND POSEIDON FISHERIES
RESEARCH FOR THE EXCHANGE AND USE OF BIOLOGICAL SAMPLES AND
FISHERIES INFORMATION

Submitted for your consideration and approval is a request to enter into a Memorandum of Agreement (or “MOA”) between the Department of Land and Natural Resources (or “DLNR”) Division of Aquatic Resources (or “DAR”) and Poseidon Fisheries Research (or “PFR”), for the exchange and use of biological samples and fisheries information to support fisheries management.

Background

DLNR’s mission is to manage and conserve State lands and resources for the benefit of the public, including both cultural and natural resources. DAR’s mission is to work with the people of Hawaii to manage, conserve and restore the state’s unique aquatic resources and ecosystems for present and future generations. PFR provides expertise in analyzing fish otoliths and gonads to determine age/length, age-at-reproduction, and other critical information for fisheries management.

The proposed MOA seeks to clarify the relationship between DAR and PFR to the benefit of both parties. Both DAR and PFR share a common interest in improving fisheries research and aquatic resource management. PFR can provide technical scientific research where DAR has limited capacity, and DAR can provide greater access to specimens for life history research which may be difficult for PFR to obtain.

RECOMMENDATION:

That the Board:

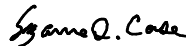
- 1) Authorize and approve the request to enter into a Memorandum of Agreement between the Department of Land and Natural Resources, Division of Aquatic Resources and Poseidon Fisheries Research (or "PFR") for the exchange and use of biological samples and fisheries information to support fisheries management.

Respectfully submitted,



Brian J. Neilson, Administrator
Division of Aquatic Resources

APPROVED FOR SUBMITTAL



Suzanne Case., Chairperson
Board of Land and Natural Resources

Attachments:

Exhibit 1 – Memorandum of Agreement between the State of Hawaii
Department of Land and Natural Resources Division of Aquatic Resources and Poseidon
Fisheries Research for the Exchange and Use of Biological Samples and Fisheries
Information

MEMORANDUM OF AGREEMENT
BETWEEN THE
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
AND
POSEIDON FISHERIES RESEARCH
FOR THE

EXCHANGE AND USE OF BIOLOGICAL SAMPLES AND FISHERIES INFORMATION

This Memorandum of Agreement (“MOA”) is entered into and between the Poseidon Fisheries Research, a for profit Limited Liability Company, hereinafter referred to as “PFR” and the State of Hawaii Department of Land and Natural Resources, Division of Aquatic Resources, hereinafter referred to as “DAR” by its Board of Land and Natural Resources.

WITNESSETH

WHEREAS, the Department of Land and Natural Resources’ mission is to manage and conserve State lands and resources for the benefit of the public, including both cultural and natural resources, and does so through its operating divisions; and

WHEREAS, DAR’s mission is to work with the people of Hawaii to manage, conserve and restore the state’s unique aquatic resources and ecosystems for present and future generations; and

WHEREAS, DAR employees in official capacity have the ability, skill sets and specialized equipment to collect aquatic animals for use in fisheries life history research some of which may be unavailable to PFR; and

WHEREAS, DAR and PFR share a common interest in fisheries research and aquatic resource management.

WHEREAS PFR provides expertise in analyzing otoliths and gonads to determine age/length, age-at-reproduction and other critical information for fisheries/species management.

WHEREAS an MOA that clarifies the relationship between DAR and PFR would greatly benefit both parties and the general public by enabling PFR to enhance their activities with a commitment of assistance and cooperation by DAR, now both parties hereto deem it mutually advantageous and desirable to cooperate and hereby agree as follows:

DAR agrees, given available time and resources, to:

1. Provide PFR with samples of aquatic organisms captured through DAR activities or projects.
2. Assist PFR at select fishing tournaments and other venues for the purpose of obtaining lengths, weights, otoliths, gonads or other samples/data.
3. Work with PFR at fishing tournaments to help educate fishers and the general public about the importance of the data collected for fisheries research.

PFR agrees to:

1. Provide DAR Biologists/Researchers a copy of the data from otolith and gonad analysis.
2. Provide DAR with summarized data, reports or significant findings in relation to otolith and gonad analysis on a timely basis.
3. Provide a draft of the project report to DAR for confidentiality review and approval before it is finalized for public dissemination.
4. Acknowledge DAR's contribution where any data are reported or used in a report.
5. Train DAR personnel regarding techniques and processes involved with otolith/gonad analysis.
6. Return to DAR any samples not used by PFR in its analysis.
7. Comply with any federal, state, county, or other applicable laws.

THE PARTIES FURTHER AGREE THAT:

1. This MOA will remain in effect for four years, and is renewable by agreement of the parties, as long as PFR abides by the conditions stated herein and may be altered only by written agreement of the parties;
2. The Parties agree that this MOA is neither a fiscal nor funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the Parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement.
3. Both PFR and DAR acknowledge that certain fisheries data may be subject to confidentiality pursuant to state and federal law, and shall be treated appropriately or withheld as necessary to maintain such confidentiality;
4. This MOA may be terminated by PFR or DAR upon thirty (30) days written notice to the other party;
5. All notices, demands or other communications that any party desires or is required to give under the provisions of this MOA shall be given in writing and shall be deemed to have been given if hand delivered, sent by facsimile, or if mailed by United States mail, prepaid to the party or parties at the address noted below or such other address as a party may designate in writing from time to time:

Poseidon Fisheries Research
45-180 Mahalani PL #26
Kaneohe, HI 96744

Department of Land and Natural Resources:
Division of Aquatic Resources
1151 Punchbowl Street, Room 330
Honolulu, Hawaii 96813

IN WITNESS WHEREOF, Poseidon Fisheries Research, and the State of Hawaii, Department of Land and Natural Resources have executed this Memorandum of Agreement effective as of the last dated signature

FOR POSEIDON FISHERIES RESEARCH

By: _____ Date: _____

Title: _____

*Approved by the Board of Land and Natural Resources at its meeting on:

_____, 2020

FOR THE STATE OF HAWAII,
DEPARTMENT OF LAND AND
NATURAL RESOURCES

By: _____

Date: _____

Chairperson, Board of Land and Natural Resources

APPROVED AS TO FORM:

By: _____ Date: _____

Deputy Attorney General