

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Boating and Ocean Recreation
Honolulu, Hawai'i

October 23, 2020

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

Land Board Members:

SUBJECT: Request approval for the Division of Boating and Ocean Recreation (DOBOR) to enter into a Memorandum of Agreement (MOA) with Hawaii Marine Animal Response (HMAR) pursuant to section 200-19, Hawaii Revised Statutes (HRS), for installation and maintenance of receptacles for used fishing line and fishing tackle at He'eia Kea Small Boat Harbor (SBH), Island of O'ahu; and delegate authority to the Chairperson to enter into future MOAs with HMAR and other Non-Governmental Organizations (NGOs) to install and maintain additional fishing line and fishing tackle receptacles in DOBOR facilities statewide.

AUTHORITY:

Section 200-19, HRS, Private financing of small boat harbor improvements, allows the Board of Land and Natural Resources (Board) to enter into contracts for private development of improvements at state SBHs where the Chairperson finds that: (1) the private development is likely to be less costly than any other type of contract; (2) the private development provides needed public improvements on a significantly more timely basis; and (3) public financing for the improvements is not available on a timely basis.

REMARKS:

DOBOR's He'eia Kea Pier hosts many fishers year-round. The loss or discarding of fishing line is a normal byproduct of this activity. Derelict fishing line is known to injure and kill a wide variety of marine life either through ingestion or entanglement. DOBOR strongly supports any effort to reduce derelict fishing line, fishing hooks, and plastics in the ocean as well as educate the public about the potential detrimental effects of these materials. HMAR approached DOBOR proposing to install receptacles in areas where people frequently fish, and DOBOR developed the proposed MOA attached as **Exhibit A**.

The proposed MOA will allow HMAR to install one or more receptacles to collect discarded fishing gear at a pilot site, He'eia Kea SBH, specifically the harbor pier where much of the fishing activity in the harbor takes place. HMAR will design, fabricate, and install the receptacle(s) and affix signage to the receptacles to educate the public about the intended use of

these containers. The number and placement of the receptacles will be approved by DOBOR. An image of a working fishing gear receptacle similar to what HMAR plans to install is depicted in **Exhibit B** along with images of injuries that can be reduced or avoided if used fishing gear is better managed.

Under the proposed plan for these receptacles, HMAR will:

- Work with DOBOR to utilize existing signposts or install new posts for the mounting of the receptacles near areas where fishing most often takes place at He'eia Kea SBH;
- Check the receptacles and empty them on a regular basis;
- Monitor the condition of the receptacles and replace or repair damaged receptacles in a timely manner; and most importantly
- Dispose of the fishing line and gear through proper and environmentally conscious methods as well as any other sustainable and environmentally conscious methods that may be developed in the future.

As evidenced by the fact that HMAR already has prototypes fabricated, the organization is ready to install one or more receptacles at He'eia Kea SBH and would be able to provide an improvement to the harbor in a timely manner at no cost to the State. If at any time DOBOR is dissatisfied with the maintenance of the receptacles or the frequency with which they are emptied, it will have HMAR correct the issue or terminate the MOA.

Although He'eia Kea SBH was chosen as the pilot area for these receptacles, HMAR hopes to install receptacles in all DOBOR harbors which attract fishers. Other priority areas HMAR is considering include Ke'ehi SBH and Hale'iwa SBH. The key to the success of this program is the continuous maintenance of the fishing gear receptacles by a volunteer organization so that DOBOR can be relieved of this burden. Thus, in consideration of the potential expansion of the program, DOBOR is additionally requesting that the Board delegate authority to the Chairperson to enter into future MOAs with HMAR or other NGOs for this purpose.

RECOMENDATION:

That the Board:

1. Authorize DOBOR to enter into the abovementioned MOA with HMAR to allow HMAR to install and maintain one or more fishing line gear receptacles at He'eia Kea SBH pursuant to section 200-19, HRS.
2. Delegate authority to the Chairperson to enter into future MOAs with HMAR and other NGOs for the purpose of installing and maintaining fishing line gear receptacles in DOBOR facilities statewide.

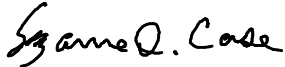
3. Delegate authority to the Chairperson to terminate, renegotiate, amend, or modify the terms of any MOA between DOBOR and HMAR or any other NGOs regarding installation and maintenance of fishing line gear receptacles in DOBOR facilities.

Respectfully submitted,



EDWARD R. UNDERWOOD, Administrator
Division of Boating and Ocean Recreation

APPROVED FOR SUBMITTAL:



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

Attachment:

- A. Proposed MOA between DOBOR and HMAR
- B. Photograph of working HMAR prototype receptacle

Memorandum of Agreement

This agreement (“Agreement”) made and entered into this _____ day of _____, 2020, by and between the Department of Land and Natural Resources (“DLNR”) Division of Boating and Ocean Recreation (“DOBOR”), whose mailing address is 4 Sand island Access Road, Honolulu, Hawaii 96819, and Hawaii Marine Mammal Alliance Inc. dba Hawaii Marine Animal Response, whose mailing address is 150 Hamakua Drive, #350, Kailua, Hawaii 96734 (“HMAR”).

The parties wish to enter into an agreement for the installation and maintenance of fishing debris collection bins at DOBOR facilities.

The parties hereto mutually agree to the following terms and conditions:

- 1. Content Design, Development, and Fabrication.** The design, development, and fabrication of the fishing debris collection bins shall be the responsibility of HMAR. Design of the fishing debris collection bins is subject to the review and approval of the DOBOR prior to installation.
- 2. Installation.** Installation will be arranged and carried out by HMAR. HMAR will make a request to DOBOR as to the exact location(s) at the DOBOR facilities where installation is desired. HMAR will submit an application for a Right-of-Entry permit and coordinate installation of the fishing debris collection bins with DOBOR.
- 3. Maintenance and Upkeep.** HMAR, or other entities approved by DOBOR, will provide periodic maintenance of, and debris removal from, the fishing debris collection bins. DOBOR does not have the duty to inspect the fishing debris collection bins for damage. Should DOBOR receive notice that fishing debris collection bin has been damaged, or otherwise needs servicing, DOBOR will notify HMAR (Lauren Chamberlain, Marine Programs Lead, at (843) 685-9247). HMAR, or other entities approved by DOBOR, will inspect the damage to, or the servicing required of, the fishing debris collection bins and will repair or service the fishing debris collection bins accordingly. If repair or servicing is not possible, HMAR, or other entities approved by DOBOR, will make arrangements with DOBOR for HMAR, or other entities approved by DOBOR, to remove the fishing debris collection bin(s). HMAR, or other entities approved by DOBOR, will finance and manage all aspects of repair, installation and replacement and/or removal of the damaged fishing debris collection bin(s) as HMAR, or other entities approved by DOBOR, deems necessary. If a fishing debris collection bin creates a safety hazard as determined by DOBOR, HMAR, or other entities approved by DOBOR, shall remove the fishing debris collection bin upon request from DOBOR.

HMAR shall ensure that the design, fabrication, and installation of the interpretive signage comply with all federal, state, and county laws.

The term of this agreement shall be from the date of execution until the date the fishing debris collection bins at DOBOR facilities are permanently removed from the aforementioned locations, subject, however, to the right of either party to terminate this agreement at any time by providing thirty (30) days written notice of cancellation to the other.

Department of Land and Natural Resources

By _____
SUZANNE D. CASE
Chairperson, Department of Land and Natural Resources

By _____
EDWARD R. UNDERWOOD
Administrator, Division of Boating and Ocean Recreation

**Hawaii Marine Mammal Alliance Inc. dba
Hawaii Marine Animal Response**

By _____
JON GELMAN, PRESIDENT

FISHING GEAR RECEPTACLE AND INJURIES IT CAN PREVENT

