

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Engineering Division

Jan 7, 2021

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

**Request authorization for the Chairperson to enter a
Memorandum of Understanding with the U.S. Department
of Interior U.S. Geological Survey for the Collection and
Exchange of Mineral Resources Data in Hawaii**

The U.S. Department of interior U.S. Geological Survey (USGS) has requested the Department of Land and Natural Resources (Department) to enter a Memorandum of Understanding (MOU) for the collaboration, collection, and exchange of mineral resources data and statistics in Hawaii. In the past, The Department has entered 5-year term MOUs beginning in 1961 for this purpose, except for the period between 2011-2015. The MOU is unchanged from the prior document that was executed in 2016 and will run through December 31, 2025 (copy of MOU attached). We believe that entering this agreement would be mutually beneficial for the exchange of information between the agencies.

This MOU does not obligate the Department to expend or advance any funds to USGS. The MOU simply allows the agencies to consult and collaborate with each other to mutually agree on the exchange of information.

RECOMMENDATION:

Authorize the Chairperson to negotiate and execute the MOU and any amendments or future renewals of this MOU, subject to approval as to form by the Department of the Attorney General.

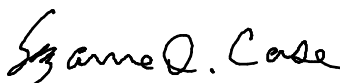
Respectfully submitted,



CARTY S. CHANG
Chief Engineer

Attachment

Approved for submittal:



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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
National Minerals Information Center
988 National Center
12201 Sunrise Valley Drive
Reston, VA 20192

In Reply Refer To:
Mail Stop 988

Date: December 18, 2020

Ms. Suzanne D Case, Chair
Department of Land and Natural Resources
Kalanimoku Building
1151 Punchbowl Street
Honolulu, HI 96813

Dear Ms. Case:

The mission of the U.S. Geological Survey (USGS) includes the gathering of mining, mineral production, and other related information and data from companies operating within the United States, Puerto Rico, and the U.S.-administered islands. This information is used in USGS publications, taking care to conceal proprietary information as requested by responding companies and required by statute. In support of the mission of the USGS and the similar mission of the individual States, the USGS enters into a cooperative relationship with each. A Memorandum of Understanding (MOU) defines the relationship and must be renewed periodically, which is the reason for this letter. Completion of this MOU allows the USGS, upon request, to share proprietary company data with the signatory agency of the respective State, except when a company requests that its data not be shared with the State. Additionally, proprietary information is shared only with those States that are statutorily able to protect such information properly. Similarly, each State, upon request, agrees to share with the USGS proprietary information that it may collect.

The data is sent only those States which specifically request that information. It is normally sent by mail to protect the privacy of the data. Should any State decide to enter any of the data marked conceal on the internet, it is the State's responsibility to take such cybersecurity measures it deems necessary that the data is not disseminated outside the agency.

The most recent minerals information MOU between the USGS and the Hawaii Department of Land and Natural Resources expires on December 31, 2020. The enclosed MOU agreement between the USGS and the Hawaii Department of Natural Resources, when signed by you or other appropriate State official, and USGS officials will renew our MOU through December 31, 2025.

Attached for renewal is your State's MOU in a format that is standard for every State. We would like to have all signatures completed in time to return a copy of the MOU to you by January 31,

2021. This MOU is unchanged from the agreement that the Department of Land and Natural Resources signed for renewal in 2016. As a representative of the USGS, I have signed the attachment and am sending it to you to be signed by you or other appropriate State official. After signing, please return one copy to me, and I will forward it to the USGS Associate Director for Energy and Minerals for signature, after which we will return one fully signed copy to you for your records.

Thank you for your ongoing support. If you have any questions regarding this agreement or other mining- or minerals-related issues, please contact me (tel: 703-648-4920, fax: 703-648-4995, or e-mail: sfortier@usgs.gov) or the State Minerals Information Specialists, Dr. Madan M. Singh (tel: 703-648-4916, fax: 703-648-4995, e-mail: mmsingh@usgs.gov), or Mr. Robert M. Callaghan (tel: 703-648-7709, fax: 703-648-4995, e-mail: rcallaghan@usgs.gov) or write to me at: U.S. Geological Survey, 988 National Center, Reston, VA 20192.

Sincerely,

A handwritten signature in black ink, reading "Michael J. Magyar". The signature is fluid and cursive, with the first name "Michael" and last name "Magyar" clearly distinguishable.

Michael J. Magyar
Acting Director
National Minerals Information Center

Attachment

Cc: E. Sangine
NMIC records

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AND
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 Hawaii 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, U.S. Geological Survey, and shall remain in effect until December 31, 2025, 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 Michael J. Magy
Michael J. Magy
Title: Acting Director
National Minerals Information Center

Date 12/28/2020

Hawaii Department of Land and Natural Resources

Title: _____
Date _____

APPROVED:

By _____
Dr. Sarah J. Ryker

Title: Associate Director for Energy and Minerals
U.S. Geological Survey

Date: _____