

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES COAST GUARD
AND
DEPARTMENT OF LAND AND NATURAL RESOURCES
STATE OF HAWAII**

1. **PARTIES:** The parties to this Agreement are the United States Coast Guard and the Department of Land and Natural Resources, State of Hawaii.

2. **AUTHORITY:**

14 U.S.C. 141
46 U.S.C. 13109

3. **PURPOSE:** This Memorandum of Agreement (MOA) defines the terms and conditions by which a Coast Guard liaison will be detailed to the Department of Land and Natural Resources (DLNR), state of Hawaii, to improve interoperability between the Coast Guard and the DLNR.

4. **DISCUSSION:** The Coast Guard and DLNR ("the agencies") have many complementary and overlapping missions in the Hawaiian Islands, including ocean and aquatic resource protection, fishery management, and maritime safety and security. Each agency can better perform its missions by utilizing the talent and resources of its counterpart. To enhance effective and efficient mission support between the agencies, it is necessary to improve interagency understanding, develop effective protocols for mission support, and improve interoperability. To this end, the agencies agree that the best means of achieving these improvements is to detail a Coast Guard officer on a part-time basis to the DLNR.

5. **RESPONSIBILITIES:**

a. **Commander, Coast Guard District Fourteen:**

1) Make available a Coast Guard officer with experience in law enforcement (LE), search and rescue (SAR), and general Coast Guard operations to serve as a liaison to the DLNR on a part-time basis. Specific hours of availability will be worked out between the Chief of Response, Fourteenth Coast Guard District, and the Chairperson of the DLNR. The liaison will work to improve effective and efficient mission support between the agencies in the areas listed below, or as otherwise designated by the Chief of Response, Fourteenth Coast Guard District, and the DLNR counterpart:

Aquatic Resource and Fisheries Management. Work with DLNR to develop joint federal/state recommendations to support and improve the operations of the WESPAC Regional Fishery Management Council, the Papahānaumokuākea National Marine Monument Management Board, and the National Humpback Whale Marine Sanctuary, and work jointly to implement those recommendations.

Increased Marine Patrols. Identify opportunity to increase USCG and state marine patrols to protect key aquatic resources and critical marine infrastructure and to promote recreational boating safety, and help develop policies to implement these coordinated efforts.

Recreational Boating Safety. Work with DLNR to sign the recreational boating MOU with the Coast Guard, and to effectively carry out its obligations pursuant to the MOU.

Joint Operations. Promote and facilitate joint CG/DLNR operations, including coordinating enforcement activities, joint operations, sharing of data and information and training. Serve as operational tactical planner of such operations.

Communications Interoperability. Identify communications gear and procedural shortfalls between Coast Guard and state LE/SAR units, and develop recommendations to improve or eliminate those shortfalls.

Case hand-off. Work collaboratively with DLNR and the local police departments to develop protocols by which suspects interdicted by the Coast Guard in state waters may be handed off to state authorities for prosecution in state court in cases where there is no compelling federal prosecution interest.

Use of Force. Provide/coordinate the provision of use of force training to ensure that each agency understands the other agency's use-of-force strictures, limitations and tactics.

Joint Enforcement Agreement (JEA). Work to develop a JEA authorizing joint enforcement authorities between DLNR and USCG to patrol and enforce federal and state jurisdictions and regulations, develop protocols by which this will be accomplished and joint training procedures and opportunities for enforcement personnel.

b. Administrator, DLNR:

- 1) Coordinate the liaison's hours of availability with the Chief of Response, Fourteenth Coast Guard District.
- 2) Provide the liaison with necessary office equipment, furnishings, and other support necessary to accomplish the goals of this MOU.

6. **REPORTING AND DOCUMENTATION:** No follow-up reports or documentation of action is/are required; however, it is anticipated that this collaborative effort will result in MOUs, protocols, and the like between the agencies.

7. **POINT OF CONTACT:**

Coast Guard: Captain David Swatland, (808) 535-3321. Email: david.j.swatland@uscg.mil. Fax: (808) 535-3324.

DLNR: Ms. Laura H. Thielen, Chairperson, Department of Land and Natural Resources, (808) 587-0401. Email: laura.thielen@hawaii.gov. Fax: (808) 587-0390.

8. **MODIFICATION:** The parties reserve the right to modify or amend this Agreement as needed. For non-emergency modifications, this Agreement may be modified or amended upon the mutual written consent of the parties. However, if the security posture of the overall enclave is at risk, either party may modify, amend or terminate this Agreement immediately. In such emergency situations, notice of any modification, amendment of termination shall be provided to the other party as soon as possible.
9. **EFFECTIVE DATE:** This agreement is effective on the date signed by both parties.
10. **TERMINATION:** This Agreement will remain in effect until modified, amended or terminated. Either party may terminate this Agreement. Unless an emergency termination is required as described in paragraph 8. above, sixty (60) days written notice will be given by either party prior to termination of this MOA.

APPROVED BY:

Coast Guard



M. K. Brown
RADM, USCG

Date 8/20/2009

DLNR



Laura H. Thielen
Chairperson, Department of Land & Natural Resources

Date 8/25/09