



UNITED STATES MARINE CORPS  
MARINE CORPS BASE HAWAII  
BOX 63002 KANEHOHE BAY HAWAII 96863-3002

25 Jan 18

MEMORANDUM FOR THE RECORD

Fr: Support Agreements Manager

Subj: ANNUAL REVIEW OF THE MEMORANDUM OF UNDERSTANDING (MOU) #M00318-09-B-16-001, FOR THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES AND MARINE CORPS BASE HAWAII

Ref: (a) DODI 4000.19, Support Agreements, Dated 25 Apr 13

Encl: (1) Subject MOU signed on 30 Jan 17

1. A review of this MOU was conducted by the Support Agreements Office to verify if there are any changing conditions that need to be updated in the subject agreement, in accordance with reference (a).
2. The tenant reviewed the MOU and no changes were submitted to the Support Agreements office.
3. There are no changes to the support provided or received.
4. This MOU is for staging DLNR patrol boat and two (2) jet skis at Waterfront Ops. There are no permanent personnel physically assigned to work at MCBH.
5. There is no reimbursable support provided to the tenant under this MOU.
6. This MOU will be reviewed annually on or around the anniversary of its effective date for any changes and triennially in its entirety. The agreement may be reviewed and amended at any time if changes are required before the next review.
7. Please contact Mrs. Cecilia Scarpelli or myself at 257-7729/27 or email [cecilia.scarpelli@usmc.mil](mailto:cecilia.scarpelli@usmc.mil) or [victor.m.cruz@usmc.mil](mailto:victor.m.cruz@usmc.mil) if there are any questions.

Victor M. Cruz  
Support Agreements Manager  
Marine Corps Base, Hawaii

Distribution:  
MCBH  
DLNR  
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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MARINE CORPS BASE HAWAII  
AND  
STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

M00318-09-B-16-001

This is a Memorandum of Understanding (MOU) between Marine Corps Base Hawaii (MCBH) and the State of Hawaii Department of Land and Natural Resources (DLNR) for the staging of a DLNR patrol boat and two jet skis aboard MCBH, Kaneohe Bay. When referred to collectively, the term "parties" include MCBH and DLNR.

1. **BACKGROUND.** This MOU replaces the DLNR and MCBH MOU that was signed on 19 May 1997, which allowed DLNR quick access to a patrol boat. Law enforcement involving recreational vessels on State of Hawaii waters in and near Kaneohe Bay is the primary responsibility of DLNR.

2. **PURPOSE.** This MOU formalizes the relationship between MCBH and DLNR for the support of DLNR at MCBH, Kaneohe Bay.

3. **RESPONSIBILITIES OF THE PARTIES**

3.1. **MCBH will:**

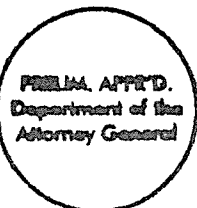
3.1.1. Provide berthing for one DLNR patrol boat and two (2) jet skis at Waterfront Operations (Ops). This may be in the form of a slip, buoy, anchorage, etc. Also provide parking space for one vehicle and a trailer.

3.1.2. Provide base access passes for the patrol boat crew, if required.

3.2. **State of Hawaii, DLNR will:**

3.2.1. Be responsible for damages or injuries caused by the State's officers and employees in the course of their employment to the extent that the State's liability for such damage or injury has been determined by a court or otherwise agreed to, by the State. The State shall pay for such damage and injury to the extent permitted by law. The State shall use reasonable good faith efforts to pursue any approvals from the Legislature and the Governor that may be required to obtain the funding necessary to enable the State to perform its obligations or cover its liabilities hereunder. The State shall not request the United States, the Department of the Navy or MCB Hawaii to indemnify the State for, or hold the State harmless from, any claims for such damages or injury.

3.2.2. Comply with all applicable MCBH regulations and



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directives.

3.2.3. All vehicles, hand-carried items, and persons are subject to search upon entering/exiting the installation. Random searches are conducted at gates during increased security or force protection conditions and when deemed appropriate by the Commanding Officer.

3.2.4. Provide vessel registration numbers to Waterfront Ops Officer for the vessels stored at Waterfront Ops.

3.2.5. Reimburse MCBH for any loss or damage to Federal property caused by State of Hawaii personnel or property incident to the provisions of this agreement. DLNR's financial obligation and commitment to make payments or reimbursements of any kind under this MOU shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of Land and Natural Resources to make such payment or reimbursement.

3.2.6. Conduct singular operations.

3.2.6.1. Navy and Marine Corps vessels and personnel will not participate in boating safety patrols or search and rescue patrols initiated by DLNR.

3.2.6.2. Navy and Marine Corps vessels and personnel will not participate in law enforcement activities. Violations of safety rules, boating casualty reports, and investigations will be referred to the 14th Coast Guard District.

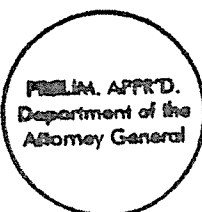
4. GENERAL PROVISIONS

4.1. REVIEW OF AGREEMENT. This MOU will be reviewed annually on or around the anniversary of its effective date for any changes.

4.2. MODIFICATION. This agreement may only be modified by mutual written consent of the Parties.

4.3. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

4.4. TERMINATION OF AGREEMENT. This MOU may be terminated at will by either Party by giving at least 90 days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.



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4.5. TRANSFERABILITY. This Agreement is not transferable except with the written consent of the Parties.

4.6. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOU's subject matter.

4.7. EFFECTIVE DATE. This MOU takes effect on the day after the last Party signs.

4.8. EXPIRATION DATE. This agreement expires 9 years after the date of the last signature.

AGREED:

S. C. Killeen 30 Nov 2017  
S. C. KILLEEN, DATE  
Colonel, USMC  
Commanding Officer, MCBH

Suzanne D. Case 1/12/17  
SUZANNE D. CASE DATE  
Chairperson, BLNR

APPROVED AS TO FORM:

Cindy Y. Young  
CINDY Y. YOUNG  
Deputy Attorney General

