

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

December 12, 2008

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

Land Board Members:

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN THE DIVISION OF
FORESTRY AND WILDLIFE AND THE HONOLULU FIRE
DEPARTMENT

This submittal requests the Board to authorize the Chairperson to sign a Memorandum of Agreement between the Board of Land and Natural Resources, Division of Forestry and Wildlife, and the Honolulu Fire Department subject to approval as to form by the Deputy Attorney General.

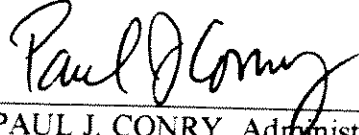
BACKGROUND:

The Division of Forestry and Wildlife has purchased Remote Automated Weather Stations (RAWS). The RAWS provides 24-hour weather information that determines increased fire danger and alerts fire response agencies to serious weather factors that can hamper fire suppression efforts and endanger firefighters. The Memorandum of Agreement is to establish an area on property owned by the City and County of Honolulu, managed by the Honolulu Fire Department, specifically at the Makakilo Fire Station No. 35.

RECOMMENDATION:

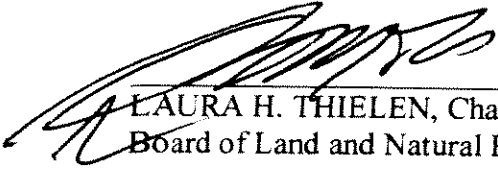
That the Board authorize the Chairperson to sign the Memorandum of Agreement Agreement between the Board of Land and Natural Resources, Division of Forestry and Wildlife, and the Honolulu Fire Department subject to approval as to form by the Deputy Attorney General.

Respectfully submitted,



PAUL J. CONRY, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson
Board of Land and Natural Resources

**MEMORANDUM OF AGREEMENT
INSTALLATION OF REMOTE AUTOMATED WEATHER STATION (RAWS)**

BETWEEN

**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

AND

**CITY AND COUNTY OF HONOLULU
HONOLULU FIRE DEPARTMENT**

THIS AGREEMENT, entered in this ____ day of _____, 2008 between the CITY AND COUNTY OF HONOLULU, a political subdivision of the State of Hawaii, hereinafter referred to as the "City and County," by its Honolulu Fire Department, hereinafter referred to as "HFD" and the STATE OF HAWAII, hereinafter referred to as "State" by its Board of Land and Natural Resources,

WITNESSETH THAT:

WHEREAS, HFD has the responsibility of preventing, controlling and extinguishing fires in the City and County; and

WHEREAS, under Chapter 185 of the Hawaii Revised Statutes, as amended, the Division of Forestry and Wildlife, Department of Land and Natural Resources, State of Hawaii, hereinafter referred to as "DOFAW," has the responsibility to take measures for the prevention, control and extinguishment of wildland fires within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves and shall cooperate with established fire control agencies of the counties and the federal government in developing plans and programs and mutual aid agreements for assistance for the prevention, control, and extinguishment of fires on forest, grass, brush, and watershed lands not within the department's fire protection responsibilities; and

WHEREAS, the purpose of this Memorandum of Agreement is to enable HFD to assist DOFAW in its mission by providing a location for the installation of a Remote Automated Weather Station hereinafter referred to as "RAWS"; and

WHEREAS, the RAWS will provide 24-hour weather information that will help determine increased fire danger and alert firefighters to serious weather factors that can hamper fire suppression efforts and endanger firefighters; and

Whereas, this Memorandum of Agreement in no way alters any other agreements still in effect between the parties, unless specifically stated herein.

NOW, THEREFORE, in the interests of public safety, health and welfare, the City and County and the State do hereby mutually agree as follows:

- (1) HFD will provide for a 12' x 12' area for the installation of the RAWS. The location will be at HFD Station 35, Makakilo (Exhibit A). The exact location will be determined by the Principal Representatives of each agency.
- (2) DOFAW will assume ownership of the RAWS equipment once erected and will retain ownership until the equipment is properly disposed of and removed from the location.
- (3) DOFAW shall be solely responsible for the purchase of the RAWS and carry all costs associated with the maintenance and removal of the RAWS.
- (4) DOFAW shall be solely responsible for the maintenance of the RAWS equipment. These actions may include, but are not limited to the clearing of the 12' x 12' area, erecting the RAWS equipment, quarterly maintenance of equipment and surrounding brush and the replacement of non-working components.
- (5) As the landowner, the HFD reserves the right to inspect, issue warnings of any potential hazard, or remove the hazard.
- (6) DOFAW shall remove the RAWS equipment that are no longer serving their original purpose or as requested by HFD. Both parties shall reach agreement regarding the removal of the RAWS.
- (7) DOFAW shall be solely responsible for the removal of RAWS equipment.
- (8) DOFAW shall assure that all management activities fully comply with the requirements of all applicable state and federal environmental laws and regulations.
- (9) The Parties agree that liability of any loss, damage, claim, demand, or action, caused by, arising out of or connected with the operations authorized by this Memorandum of Agreement shall be governed by applicable state law.
- (10) DOFAW shall indemnify and hold the HFD and the City and County harmless should there be any claim for injury, loss, or damage that arises out of the RAWS being situated on HFD property.

This instrument is executed as of the last date shown below which shall be the commencement date. This instrument will remain in effect for ten (10) years after which it is renewable at the option of the parties.

This Agreement may be modified at any time by mutual agreement of the Parties.
The principal representatives for administering this Agreement are:

- A. City and County of Honolulu
Honolulu Fire Department

Rolland Harvest
Asst. Chief of Operations
636 South Street
Honolulu, HI 96813

- B. State of Hawaii
Department of Land and Natural Resources
Division of Forestry and Wildlife

Ryan K. Peralta
Protection Forester
2135 Makiki Hts Drive
Honolulu HI 96822

IN WITNESS WHEREOF, the parties cause this Agreement to be effective from the date of execution and will continue in force from year to year unless terminated by either party thirty (30) days' written notice to the other.

CITY AND COUNTY OF HONOLULU

By _____
Its Fire Chief

And by _____
Its Mayor

STATE OF HAWAII

By _____
Chairperson
Board of Land and Natural Resources

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

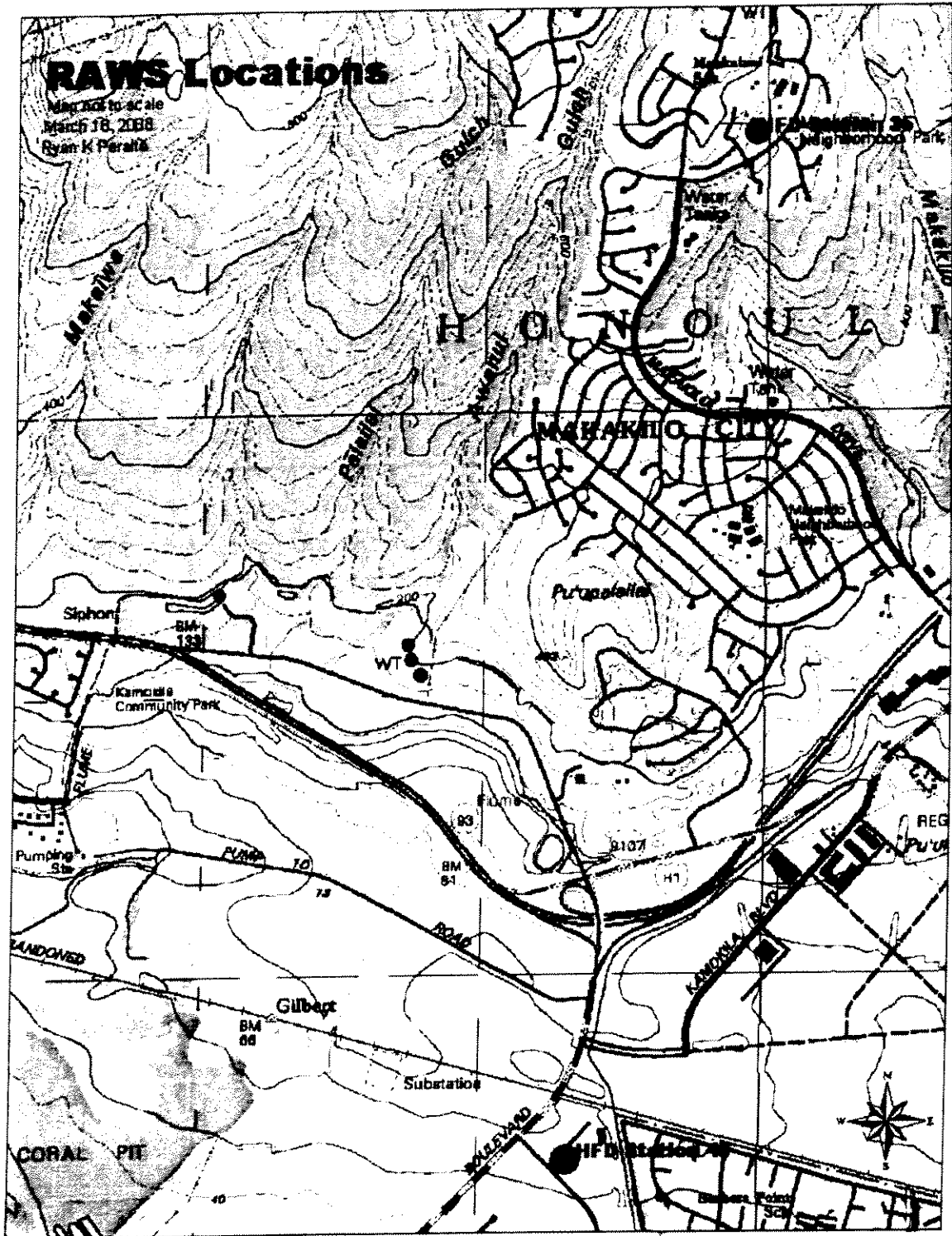


Exhibit A. Location of RAWS.



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