

State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
Honolulu, Hawaii

November 19, 2009

Board of Land and
Natural Resources
Honolulu, Hawaii

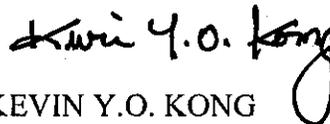
RE: Request Board Approval of a Supplemental Agreement No. 2 to License no.
DACA84-3-99-21 for Schofield Barracks Military Reservation, Island of Oahu

Since 1999, the Department of Land and Natural Resources, Division of Conservation and Resources Enforcement (DOCARE), has a license and agreement for the use and occupancy of ranges and training areas at the Schofield Barracks Military Reservation, including training areas at Makua and Pohakuloa Training Ranges. This allows for DOCARE to conduct firearms training and evaluations held throughout the year. The current Supplemental Agreement No. 1 expires on December 31, 2009.

RECOMMENDATION:

The Division of Conservation and Resources Enforcement recommends approval of this Supplemental Agreement No. 2 to extend the license to December 31, 2015, and asks that the Chairperson be authorized to sign the agreement provided that the Attorney General's Office first approve the content of the agreement or make substantive changes to the agreement in order to meet all State requirements.

Respectfully submitted,



KEVIN Y.O. KONG
Acting Enforcement Chief

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

ITEM B-1



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, HONOLULU DISTRICT
FORT SHAFTER, HAWAII 96858-5440

REPLY TO
ATTENTION OF: CEPOH-PP-R

October 15, 2009

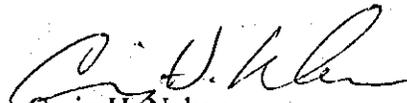
Mr. Eric L. Wong
State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resource Enforcement (DOCARE)
P.O. Box 621
Honolulu, Hawaii 96809

Dear Mr. Wong:

Attached are three copies of Supplemental Agreement No. 2 to License No. DACA84-3-99-21 for Schofield Barracks Military Reservation. This Supplemental Agreement is to renew the term for five more years. Please review and sign all three copies and return them to U.S. Army Corps of Engineers, Real Estate Branch, Building 230, Ft. Shafter, Hawaii 96858-5440.

If you have any question pertaining to this matter please contact Mr. Randall McCartney at 808-438-2038 or randall.r.mccartney@usace.army.mil.

Sincerely,


Craig H. Nakano
Chief, Real Estate Branch

**SUPPLEMENTAL AGREEMENT NO. 2
TO
LICENSE NO. DACA84-3-99-21
SCHOFIELD BARRACKS MILITARY RESERVATION**

THIS SUPPLEMENTAL AGREEMENT No. 2, made between the SECRETARY OF THE ARMY (hereinafter Secretary) or duly authorized representative under the General Administrative Powers of the Secretary and STATE OF HAWAII, Department of Land and Natural Resources, Division of Conservation & Resources Enforcement (DOCARE), (hereinafter Licensee).

WITNESSETH THAT:

WHEREAS, by License No. DACA84-3-99-21, the Secretary granted to the STATE OF HAWAII, Division of Conservation & Resources Enforcement (DOCARE) for a term ending 31 December 2003, the right to use and occupy all ranges and training areas over, across, in and upon lands of the United States known as Schofield Barracks Military Reservation; and,

WHEREAS, the Licensee has requested and the Secretary consents to expand said training areas to include Makua and Pohakuloa Training Ranges, and Supplemental Agreement No. 1 the term was extended from 1 January 2004 to 31 December 2009.

WHEREAS, it is mutually desired to extend the term of the said license as hereinafter set forth.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. License DACA84-3-99-21, is hereby extended for a term of five (5) years beginning 1 January 2010 and ending 31 December 2015, but revocable at will by the Secretary of the Army.
2. That except as otherwise provided herein, all of the terms, conditions, and provisions of said Permit shall be and remain the same.
3. This Supplemental Agreement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army as of this _____ day of _____, 20____.

MICHAEL Y. SAKAI
Realty Contracting Officer
U.S. Army Corps of Engineers,
Honolulu District

This Supplemental Agreement No. 2 to License No. DACA84-3-99-21 is accepted this _____ day of _____, 20____.

STATE OF HAWAII
Department of Land and Natural Resources
Division of Conservation & Resources Enforcement

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



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, HONOLULU
FORT SHAFTER, HAWAII 96858-5440

RECEIVED
2005 SEP 13 PM 2:40

D. J.
DEPT.
NATURAL RESOURCES
D
S

CEPOH-PP-DR

8 September 2005

SUBJECT: License No. DACA84-3-99-21, at Schofield, Makua, and Pohakuloa Ranges

Mr. Kevin Kong,
DOCARE
State of Hawaii, Dept of Land and Natural Resources
PO Box 621
Honolulu, HI 96809

Dear Mr. Kong:

1. Enclosed find original copy of License, Contract No. DACA84-3-99-21, for use of the above referenced Ranges.
2. If you have any questions, please contact me at 438-3201

Sincerely,

Carl A. Larson
Realty Specialist

Enclosure

SUPPLEMENTAL AGREEMENT NO. 1

TO

LICENSE NO. DACA84-3-99-21

SCHOFIELD BARRACKS MILITARY RESERVATION

THIS SUPPLEMENTAL AGREEMENT NO. 1 made between the **SECRETARY OF THE ARMY** (hereinafter Secretary) or duly authorized representative under the General Administrative Powers of the Secretary and **STATE OF HAWAII**, Department of Land and Natural Resources, Division of Conservation & Resources Enforcement (DOCARE), (hereinafter Licensee).

WHEREAS, by License DACA84-3-99-21, the **SECRETARY** granted to the **STATE OF HAWAII**, Division of Conservation & Resources Enforcement (DOCARE) for a term ending 31 December 2003, the right to use and occupy all ranges and training areas over, across, in and upon lands of the United States known as Schofield Barracks Military Reservation; and,

WHEREAS, the Licensee has requested and the Secretary consents to expand said training areas to include Makua and Pohakuloa Training Ranges.

WHEREAS, it is mutually desired to extend the term of said license as hereinafter set forth.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

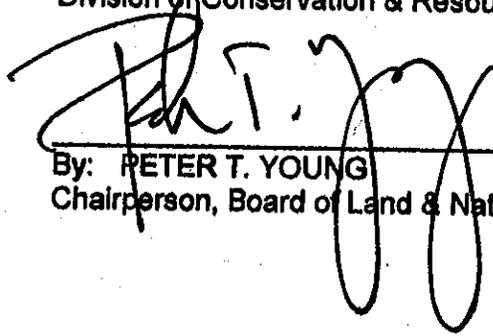
1. License DACA84-3-99-21, is hereby extended for a term of five (5) years beginning 1 January 2004 and ending 31 December 2009, but revocable at will by the Secretary of the Army.
2. That the training areas are extended to include use of the firing ranges at Makua and Pohakuloa Training Areas.
3. That except as hereinabove expressly provided, all of the conditions of said license shall be and remain the same.
4. This transaction is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 31st day of September, 2005, but effective 1 January 2004.

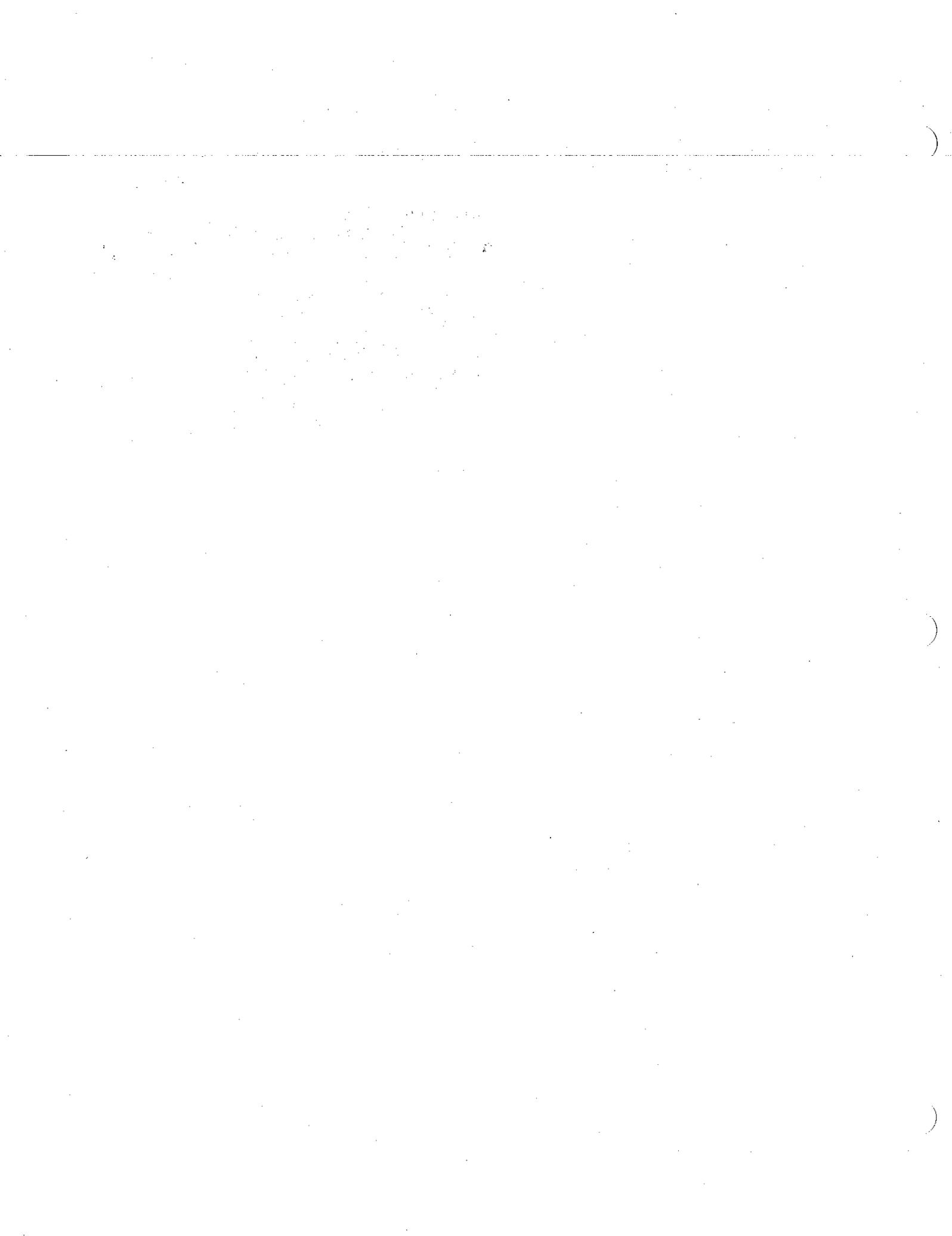

601 RAY H. JYO P.E.
Deputy District Engineer for
Program & Project Management
U. S. Corps of Engineers, Honolulu

The above Amendment No. 1 is hereby accepted this _____ day of _____,
2005, but effective 1 January 2004.

STATE OF HAWAII
Department of Land and Natural Resources
Division of Conservation & Resources Enforcement

A handwritten signature in black ink, appearing to read 'P.T. Young', is written over a horizontal line. The signature is stylized and somewhat cursive.

By: PETER T. YOUNG
Chairperson, Board of Land & Natural Resources





DEPARTMENT OF THE ARMY
U. S. ARMY ENGINEER DISTRICT, HONOLULU
FT. SHAFTER, HAWAII 96858-5440

REPLY TO
ATTENTION OF

July 19, 1999

Real Estate Division

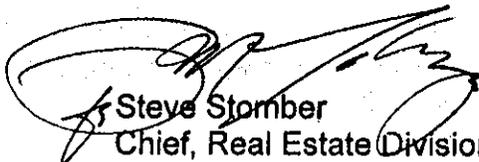
Mr. Gary D. Moniz, Acting Enforcement Chief
State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resources
Enforcement
1151 Punchbowl Street, Suite 311
Honolulu, Hawaii 96813

Dear Mr. Moniz:

Enclosed for your files is your copy of the fully executed License, DACA84-3-99-21 covering the use of the ranges and training areas at Schofield Barracks Military Reservation.

If you have any questions or if we can be of further service to you, please do not hesitate to contact Sharon Schiavoni of my staff at 438-3201.

Sincerely,


Steve Stomber
Chief, Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY
LICENSE
SCHOFIELD BARRACKS MILITARY RESERVATION

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under the General Administrative Power of the Secretary of the Army, hereby grants to the **State of Hawaii**, by its **Board of Land and Natural Resources**, on behalf of the **Division of Conservation and Resources Enforcement (DOCARE)** hereinafter referred to as the grantee, a license for the use and occupancy of all ranges and training areas over, across, in and upon lands of the United States known as Schofield Barracks Military Reservation, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. **TERM**

This license is granted for a term of five years, beginning **January 1, 1999**, and ending **December 31, 2003**, but revocable at will by the Secretary.

2. **NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to the **State of Hawaii, Department of Land and Natural Resources, Division of Conservation and Resources Enforcement (DOCARE), Post Office Box 621, Honolulu, Hawaii 96809** and if to the United States, to the **District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, Honolulu District, Bldg. 230, Fort Shafter, Hawaii 96858-5440**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Post Office.

3. **AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander" or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupancy of the premises shall be subject to the general supervision and approval of the District Engineer, Honolulu District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

5. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

6. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the Government.

8. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate jurisdiction over the premises, of producing and/or supplying any utilities or other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced and supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

9. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee fails to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

11. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

12. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided

13. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

14. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

15. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

16. OTHER CONDITIONS

a. The non-exclusive use of certain portions of Schofield Barracks Military Reservation for training includes but is not limited to live firing of M-16's, AR-15's, Mini-14's, 308 rifles, 30-30 rifles, 12-gauge shotguns, 37mm grenade launchers, various types of handguns, semi-automatics and revolvers.

b. That the use of all ranges and training areas will be in accordance with 25th ID(L) & USARHAW Regulation No. 210-6.

c. Riot Control Agent may not be fired from M79 or 37mm weapons and only practice rounds may be used.

d. The ranges and training areas on Schofield Barracks that may be made available shall be determined by the Range Officer. All DOCARE activities are to be first coordinated with the Schofield Barracks Range Scheduling Officer, phone 655-4892.

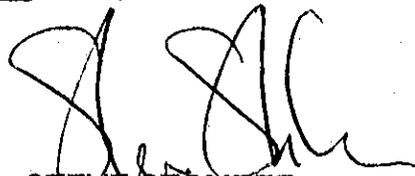
e. Military use of ranges and facilities will have priority at all times.

f. All potential Range Officers in Charge (OICs) and Range Safety Officers (RSOs) must attend the Installation Range OIC/RSO Orientation Briefing annually. Briefings are held twice monthly at Sergeant Smith Theater, Schofield Barracks.

This license supercedes DACA84-3-94-02.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

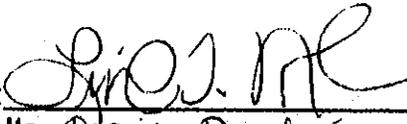
IN WITNESS WHEREOF, I have set my hand by authority of the Secretary of the Army, this 17th day of July, 1999, but effective January 1, 1999.

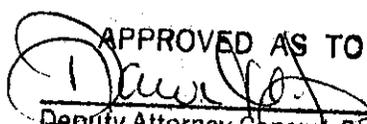


STEVE STOMBER
Chief, Real Estate Division
U.S. Army Corps of Engineers
Honolulu District

THIS LICENSE is executed by the grantee this 16 day of July, 1999, but effective January 1, 1999.

STATE OF HAWAII
Department of Land and Natural
Resources, Division of Conservation
and Resources Enforcement

By: 
Its Deputy Director

APPROVED AS TO FORM

Deputy Attorney General, State of Hawaii

