

**MEMORANDUM OF UNDERSTANDING**  
regarding the Prevention of Alien Species Introduction through the Kahului Airport  
among  
**THE U.S. DEPARTMENT OF TRANSPORTATION,**  
**THE U.S. DEPARTMENT OF THE INTERIOR,**  
**THE U.S. DEPARTMENT OF AGRICULTURE,**  
**THE HAWAII DEPARTMENT OF TRANSPORTATION,**  
**THE HAWAII DEPARTMENT OF AGRICULTURE,**  
**THE HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES,**  
and  
**THE HAWAII DEPARTMENT OF HEALTH**

This Memorandum of Understanding (hereinafter "MOU") constitutes an agreement among the U.S. Department of Transportation, the U.S. Department of the Interior, the U.S. Department of Agriculture, the Hawaii Department of Transportation, the Hawaii Department of Agriculture, the Hawaii Department of Land and Natural Resources, and the Hawaii Department of Health (hereinafter "the parties").

WHEREAS, the primary pathways for the introduction of alien species into Maui are air and marine transportation; and

WHEREAS, oceanic island ecosystems in general, and the Hawaiian islands and Maui in particular, are highly susceptible to damage from alien species, including damage to the natural, agricultural, and human assets of the entire island; and

WHEREAS, thousands of alien species have been introduced into Hawaii over time, both intentionally and inadvertently, with the rate of introduction substantially increased in recent decades, resulting in costs to economic and natural systems; and

WHEREAS, much of the islands' unique biological heritage remains and can be protected with serious effort to control the flow of alien species; and

WHEREAS, Maui's biological heritage includes large tracts of near pristine natural systems, including Haleakala National Park, which is one of the most important reserve sites in the United States for conservation and biodiversity, as well as

various state and private reserves of comparable biological importance; and

WHEREAS, Maui supports 91 threatened, endangered, or proposed endangered species of plants and animals, all of which could be adversely affected by alien species; and

WHEREAS, as part of the environmental impact review process for the Proposed Master Airport Improvements for Kahului Airport, a biological assessment and biological opinion were prepared to address potential impacts of the airport improvements on the introduction rate of alien species through Kahului Airport and identified measures to minimize the statewide alien species problem; and

WHEREAS, the parties want to preserve the unique native beauty, natural systems, and biological resources that form the basis of Maui's economy, and to work together to deter the introduction of alien species through the airport so as to benefit Maui's environment; and

WHEREAS all parties are committed to the twin goals of economic growth and environmental protection for Maui; and

WHEREAS, the authorities for this MOU are the following: 16 U.S.C. §1, *et seq.*; 16 U.S.C. §661; 16 U.S.C. 742f(b); 42 U.S.C. §4321, *et seq.*; 49 U.S.C. §106; 7 U.S.C. §2301, *et seq.*; 7 U.S.C. §150aa, *et seq.*;

NOW, THEREFORE, the parties commit to the goal of preventing the introduction of alien species into Maui via the Kahului Airport to the greatest extent possible, as stated in the Alien Species Action Plan for the Kahului Airport, and agree as follows.

I. ALIEN SPECIES ACTION PLAN. The parties hereby adopt and agree to participate in and implement the "Federal-State Alien Species Action Plan for the Kahului Airport, Maui" (hereinafter "ASAP") attached as "Appendix A." The parties recognize that this ASAP is necessarily a dynamic document and its measures are subject to change based on the risk assessment and monitoring program established by its terms. The parties agree that the ASAP may be changed, in accordance with its provisions, without necessitating a modification of this MOU. The parties recognize, however, that any changes to the ASAP must be consistent with the goal of preventing the introduction of alien species into Maui

via the Kahului Airport to the greatest extent possible.

II. **FUNDING AND OTHER RESOURCES.** The parties will use the means available to them, subject to and consistent with applicable laws and policies, including but not limited to the Anti-Deficiency Act, to secure adequate and reliable funding, staffing, and other resources for the implementation of the ASAP in an effective and timely manner. The parties will seek and take advantage of appropriate opportunities for securing such resources from airport revenues, grant programs, interagency coordination and support, non-governmental organizations, and the private sector.

III. **PARTIES' OFFICIAL LIAISONS.** Under the ASAP, the parties will select representatives to the Kahului Airport Alien Species Prevention Team. These representatives will also serve as the parties' official liaisons for the purpose of administering this MOU.

IV. **TERM OF MOU.** This MOU shall take effect on the date of the last signature hereto, and shall remain in effect for a period of ten years unless extended by agreement of the parties or terminated earlier pursuant to Article V, below.

V. **TERMINATION.** This MOU may be terminated by any party to the extent of that party's role under the MOU by providing at least 60 days written notice to all other parties as well as to the Governor of Hawaii (or the Governor's designee) and the Chair of the U.S. Council on Environmental Quality.

VI. **AMENDMENT.** This MOU may be amended by written agreement of the parties.

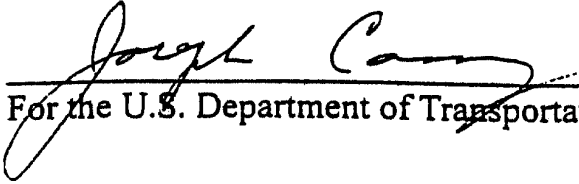
VII. **LIMITATION.** This MOU is only intended to improve the internal management of the executive branch and is not intended to, nor does it create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party or other individual or entity against the United States, its agencies, its officers, or any person.

VIII. **REQUIRED CLAUSES.**

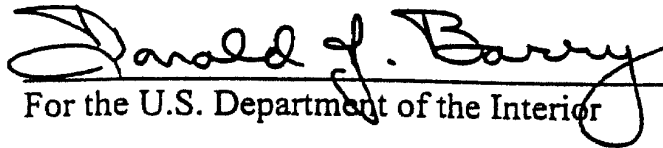
1. During the performance of this MOU, the parties will not discriminate against any person because of race, color, religion, sex, age, or national origin.

2. No Member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this MOU, or to any benefit arising from it.

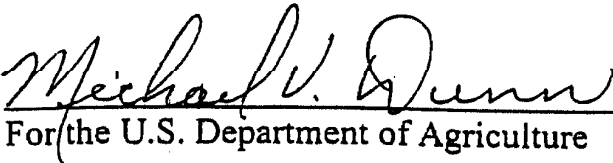
IN WITNESS THEREOF, this MOU is executed by the signatures below.

  
For the U.S. Department of Transportation


8/20/98  
Date

  
For the U.S. Department of the Interior

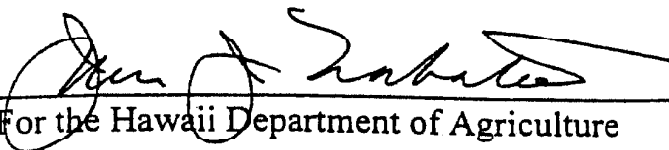
8/20/98  
Date

  
For the U.S. Department of Agriculture

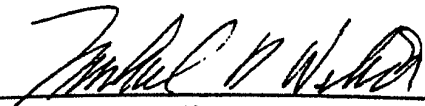
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For the Hawaii Department of Transportation

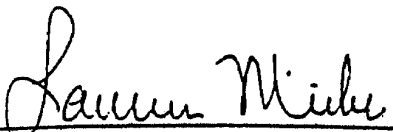
8/24/98  
Date

  
For the Hawaii Department of Agriculture

8/24/98  
Date

  
For the Hawaii Department of Land and Natural Resources

8/24/98  
Date

  
For the Hawaii Department of Health

8/24/98  
Date