

THROUGH KOLEKOLE PASS: USING LUALUALEI NAVAL ROAD AS AN EMERGENCY EVACUATION ROUTE

LANCE CHING
Research Attorney

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Legislative Reference Bureau
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Honolulu, Hawaii 96813

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FOREWORD

This Study was prepared in response to House Concurrent Resolution No. 223, H.D. 1, (2010). The Concurrent Resolution requested the Legislative Reference Bureau to study the feasibility of using Lualualei Naval Road as an evacuation route in the event of an emergency or natural disaster on the leeward coast of Oahu.

The Bureau extends its appreciation to the Commander, U.S. Pacific Command and the Office of the Mayor of the City and County of Honolulu, as well as the staff of the Commander, Navy Region Hawaii; U.S. Army Installation Management Command, Pacific Region; Office of the State Director of Civil Defense; and City and County of Honolulu Department of Emergency Management for assisting the Bureau in this study.

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Chapter 1

INTRODUCTION

House Concurrent Resolution No. 223, H.D. 1 (2010) directs the Legislative Reference Bureau to conduct a study on the feasibility of using Lualualei Naval Road, also known as Kolekole Pass Road, as an evacuation route in the event of an emergency or natural disaster on the leeward coast of Oahu.

More specifically, the Resolution directs the Bureau, as part of its study, to:

- (1) Determine the logistical challenges of opening Lualualei Naval Road to civilian traffic during an emergency or natural disaster;
- (2) Review and consider the jurisdictional issues that need to be addressed and resolved to allow the use of Lualualei Naval Road as an emergency evacuation route for civilians;
- (3) Determine any conditions necessitated by an agreement between the State, the United States Navy, and the United States Army for the use of Lualualei Naval Road during any emergency, including determining what event or declaration would be required to permit use of the road by civilian traffic; and
- (4) Consider any other pertinent issues that may be involved in the use of Lualualei Naval Road as an emergency evacuation route.

A copy of the Resolution is attached as Appendix A.

Chapter 2

THE LEEWARD COAST OF OAHU

The leeward coast of Oahu is an expansive area in the western region of the island that lies on the coastal side of the Waianae mountain range. Within this region are various communities, including Kapolei, Maili, Makaha, Nanakuli, and Waianae.

Farrington Highway

The only highway that runs along the leeward coast, connecting these communities with the rest of Oahu, is State Route 93 (Farrington Highway). The eastern end of Farrington Highway begins in Kapolei, where it connects with the Interstate Route H-1 (H-1 Freeway). Running north along the coast, Farrington Highway passes through the communities of Nanakuli, Maili, Waianae, and Makaha and is the main route of travel within the region. Farrington Highway ends at the southern end of the Kaena Point State Park. The area beyond this point is a nature preserve and is at best very difficult to impossible to traverse by automobile. Because Farrington Highway does not extend around Kaena Point, the highway does not offer passage from the leeward coast to the North Shore.

In the event of an emergency or natural disaster requiring an evacuation of the leeward coast, the southbound route of Farrington Highway is the only highway out of the region to access other parts of Oahu.

Lualualei Naval Road

While Farrington Highway is the only highway leading into and out of the leeward coast, a federally-owned and controlled road passes through the Kolekole Pass of the Waianae mountain range that connects the leeward coast to central Oahu. This road was constructed by the Army's 3rd Engineers in 1937 and cuts a twisting route through the mountains. Along its route, the road traverses two military installations -- Naval Magazine Pearl Harbor, Lualualei Branch, to the west of the mountains and Schofield Barracks to the east. The portion of the road under the jurisdiction of the Navy is referred to as Lualualei Naval Road, while the portion of the road under the jurisdiction of the Army is referred to as Kolekole Pass Road. Naval Magazine Pearl Harbor, Lualualei Branch, serves as an ammunition depot that stores and handles ordnance used by U.S. military forces in the Pacific. Due to security concerns, the road is not open to the public. However, limited access to the road is allowed to active and retired military personnel who possess military identification cards.

Chapter 3

MEMORANDUM OF UNDERSTANDING

The Bureau has found that an agreement already exists among the affected agencies regarding the use of the Lualualei Naval Road/Kolekole Pass Road for the purpose of civilian evacuation. In 2001, a Memorandum of Understanding entitled "Memorandum of Understanding for General Public Access to Kolekole Road during Civil Emergencies" (hereinafter MOU) was agreed to by the following parties:

- (1) Commander, Navy Region Hawaii;
- (2) Commanding General, 25th Infantry Division (Light) and U.S. Army; and
- (3) Director, Civil Defense, State of Hawaii.

A copy of the MOU is attached as Appendix B.

The purpose of the MOU is to establish procedures to open Lualualei Naval Road/Kolekole Pass Road to civilian traffic to the general public, when requested by the State Civil Defense Division (State Civil Defense), during civil emergency situations.¹ The MOU is drafted broadly to provide general guidance to the parties rather than to prescribe a checklist of specific actions necessary to open up the road. For example, the MOU does not list specific types of events or emergencies that would trigger the application of the MOU. This appears to provide the parties with greater flexibility to respond to various types of emergencies. The parties are required to review the MOU on a triennial basis.² Finally, the MOU may be terminated by any party upon notification to the other parties in writing.³

Questionnaire

In order to gather information regarding how the MOU has been implemented in the past, the Bureau drafted a questionnaire that was sent to the following parties:

-
1. Although not part of the Memorandum of Understanding (MOU), Navy Region Hawaii has also entered into an agreement that grants a license to the City and County of Honolulu to allow connection to Lualualei Naval Road at the intersections of Paakea Road, Heleua Place, and Farrington Highway, in the event of an emergency. This is a segment of the City and County's Waianae Coast Emergency Access Route that is intended to provide alternate routes of travel within the region in the event of a partial or complete shutdown of Farrington Highway. As of this writing, Navy Region Hawaii is holding this license in abeyance until the City and County of Honolulu provides proof of insurance. A copy of the license is attached as Appendix C.
 2. According to the MOU, the Commanding Officer, Naval Magazine Pearl Harbor, is responsible for implementing and coordinating the triennial review with all parties.
 3. Based on recent communications between the Bureau and the parties to the MOU, all parties agree that the MOU is still in effect and shall remain in effect until one or more parties decide to terminate it.

- (1) Commander, Navy Region Hawaii;
- (2) U.S. Army Installation Management Command, Pacific Region;
- (3) Office of the Director of Civil Defense; and
- (4) City and County of Honolulu Department of Emergency Management.

A copy of each party's response is attached as Appendices D, E, F, and G.

Application of the Memorandum of Understanding

Based on responses to the questionnaire, it appears that, in the event of an emergency, the MOU is generally applied in the following manner:

- (1) Upon the occurrence of an emergency that results in a partial or complete closure of Farrington Highway, or in anticipation of conditions that could require evacuation of the leeward coast, the Department of Emergency Management makes a recommendation to the Office of the Mayor, in accordance with Chapter 128, Hawaii Revised Statutes;
- (2) Upon the approval of the Mayor or the Mayor's designee, the Department of Emergency Management forwards a request to State Civil Defense that Lualualei Naval Road be opened due to an emergency situation. The request would stipulate a date and time the road is requested to be opened, as well as a date and time the road would be expected to be closed;
- (3) State Civil Defense would relay the request to Joint Task Force - Homeland Defense (JTF-HD).⁴ JTF-HD would contact Navy Region Hawaii and the 25th Infantry Division (Light) to inform them that a request has been made and to determine whether the road is available;
- (4) In order to open the road, both Army post and Navy base commanders would need to agree to grant the request. If the commanders agree, interagency communication would then be required to coordinate the opening of the road;
- (5) If available during the time period requested, Navy Region Hawaii would instruct Joint Base Pearl Harbor Hickam to open the road, allow access, and control

4. Joint Task Force - Homeland Defense is an organization of the United States Pacific Command (USPACOM) and is headquartered at Fort Shafter. USPACOM is a Unified Combatant Command of the United States Armed Forces and the Commander is the senior U.S. military authority in the Pacific Area of Responsibility. USPACOM is supported by the U.S. Pacific Fleet, U.S. Pacific Air Forces, U.S. Army Pacific, and U.S. Marine Forces, Pacific.

MEMORANDUM OF UNDERSTANDING

traffic.⁵ In the event that an incident occurs at Lualualei Annex, Navy Region Hawaii would provide emergency response;⁶

- (6) U.S. Army Garrison, Hawaii would establish traffic control points on Schofield Barracks and direct the general public to the nearest exit gate;
- (7) State Civil Defense would notify the Department of Emergency Management to have a tow truck available on the road; and
- (8) The Department of Emergency Management would issue a public release to inform the general public that the road would be open, and to provide the public with the details and requirements that the public would need to follow.

Current status of the Memorandum of Understanding

Although the MOU remains in full effect, the memorandum has not undergone the triennial review as required by its terms. In recent years, Navy Region Hawaii has undertaken an effort to update the MOU. Proposed changes to the MOU, among other things, would update installation names and titles and address the role played by the Department of Homeland Security during emergencies. While drafts of proposed changes to the MOU have been reviewed by Navy and Army personnel, an updated version of the MOU has not yet been finalized.⁷

-
- 5. During emergency conditions, no paperwork for vehicles or identification is checked in order to accommodate all vehicles as expeditiously as possible. However, before the road can be opened for civilian traffic, Arms, Ammunition and Explosives (AA&E) operations must be conducted and all gates along Lualualei Naval Road must be secured. AA&E operations deal with the movement, safekeeping, and storage of arms, ammunition, and explosives. This process takes approximately one hour.
 - 6. Depending on the type of incident, emergency response could include responders from Joint Base Pearl Harbor Hickam Security or fire and emergency medical services from the Federal Fire Department.
 - 7. As of this writing, a draft version of the updated MOU has been reviewed by Joint Base Pearl Harbor Hickam Operations staff and is being forwarded to Navy Region Hawaii. The establishment of the Joint Base (in simplified terms, a merger of Hickam into Pearl Harbor) is a recent development and requires that the draft be reviewed by additional personnel and organizations. No completion date has been set.

Chapter 4

PAST INCIDENTS WHERE LUALUALEI NAVAL ROAD HAS BEEN OPENED TO THE GENERAL PUBLIC

Since the MOU went into effect in 2001, Lualualei Naval Road has been made accessible for civilian traffic during the following four incidents when emergency conditions, either man-made or natural, resulted in a partial or complete shutdown of Farrington Highway:

- (1) In July 2003, a police officer and a child were killed, and five other people injured, in a head-on collision on Farrington Highway near Laʻaloa Street.⁸ As a result, all lanes of Farrington Highway were closed in both directions for about three hours.⁹
- (2) In August 2005, a large brush fire in Nanakuli produced smoke so dense that police and civil defense officials closed Farrington Highway twice -- for several hours in the morning, and also in the late evening when the fire flared up again.¹⁰
- (3) In March 2006, high winds blew down thirteen utility poles across Farrington Highway, damaging twenty vehicles and trapping motorists. The incident, occurring early in the afternoon, resulted in a half-mile stretch of the highway in Nanakuli being shut down until the morning of the following day.¹¹ Repair crews managed to open one lane in each direction in order to help accommodate the morning traffic into and out of Nanakuli.¹²
- (4) In December 2007, flooding caused by a storm resulted in severe traffic congestion for several days.^{13, 14}

Based on responses from the parties involved, it seems that no logistical problems were encountered during any of these incidents.

8. Catherine E. Toth, "Highway shutdown renews push for alternative Leeward route." *The Honolulu Advertiser*, July 24, 2003.

9. *Ibid.*

10. Leila Fujimori, "Nanakuli wildfires put area on alert: The fires block access to the Waianae Coast and threaten homes and a power plant." *Honolulu Star-Bulletin*, August 16, 2005.

11. Will Hoover and Rod Ohira, "It's a miracle no one got killed," *The Honolulu Advertiser*, March 13, 2006.

12. "Downed poles slow Farrington traffic." *The Honolulu Advertiser*, March 13, 2006.

13. William Cole, "Kolekole Pass may reopen for military use on Friday." *The Honolulu Advertiser*, January 7, 2009. See also "Department of Emergency Management coordinates Kolekole Pass emergency access for Leeward Coast residents". December 7, 2007. Department of Emergency Management, City and County of Honolulu. Available at www.honolulu.gov/refs/csd/publiccom/honnews07/newemergencyaccessforleewardcoast.htm.

14. Lualualei Naval Road was opened to civilian traffic on the morning of December 7, 2007, and was scheduled to remain open until 8:00 p.m. However, the road had to be closed in the afternoon due to rockslides caused by heavy rain.

MEMORANDUM OF UNDERSTANDING

In addition, in February 2010, State Civil Defense submitted a request for Lualualei Naval Road to be made accessible to civilian traffic, in anticipation of an approaching tsunami. Fortunately, when the tsunami arrived it posed no threat to people or property, and the request was cancelled.

Chapter 5

PHYSICAL CONDITION OF LUALUALEI NAVAL ROAD

Over the years, erosion has taken a toll on the physical condition of Lualualei Naval Road that may affect its continued use for civilian evacuation. In December 2008, heavy rains caused rockslides and severely undercut a hillside below the roadway. As a result, at least one section of the road is limited to single-lane traffic. According to a Navy news release, "Navy geotechnical engineers have conducted surveys and assessments and found the road structurally safe for limited one-way traffic, and are working on a solution to address erosion damage and options for permanent repairs."¹⁵

In the event of an emergency, Lualualei Naval Road can only sustain a one-way evacuation, given its current physical condition.¹⁶ According to the Navy, two-way traffic on Lualualei Naval Road into and out of the leeward coast could not be conducted safely. Further, the road can only support emergency vehicles and reasonably-sized motor vehicles -- large vehicles (e.g., buses, commercial vehicles, tractor/trailers, etc.) cannot be supported.

Navy Region Hawaii is currently preparing a cost estimate for the repairs necessary to restore Lualualei Naval Road to a condition where it can safely sustain two-way traffic. While it is not yet certain how soon such repairs could be commenced or how long it would take to complete, it seems likely that the cost of the repairs would be borne by the U.S. Navy since the damaged area of the road lies within their jurisdiction.¹⁷

15. "Kolekole Pass reopens to limited traffic." January 13, 2009. Navy Region Hawaii Public Affairs Office.

16. Navy Region Hawaii notes that emergencies such as earthquakes, typhoons, or heavy rains would likely destabilize the road, which would require further evaluation to determine whether the road could be open for vehicle traffic.

17. Depending on the availability of funding, the cost estimate may be completed by the end of the 2010 calendar year.

Chapter 6

CONCLUSION

If one-way transit out of the leeward coast is all that is required, the use of Lualualei Naval Road as an evacuation route is feasible and is already available on an emergency basis through a Memorandum of Understanding (MOU). The MOU, which is between the U.S. Navy, U.S. Army, and State Civil Defense Division, has been in effect since 2001. The feasibility of using Lualualei Naval Road as an evacuation route is demonstrated by the fact that, since the MOU went into effect, Lualualei Naval Road has been opened to the general public during emergency situations on four separate occasions.

Repairs to Lualualei Naval Road

The State Civil Defense Division and the City and County of Honolulu Department of Emergency Management have indicated that it would be desirable to open Lualualei Naval Road for two-way traffic during emergency situations. However, the U.S. Navy and the U.S. Army have both noted that, as a practical matter, Lualualei Naval Road can safely sustain only one-way traffic in its current physical condition. Navy Region Hawaii is currently preparing a cost estimate for the repairs necessary to restore Lualualei Naval Road to a condition where it can safely sustain two-way traffic.

Update of Memorandum of Understanding

Triennial review of the MOU is overdue and Navy Region Hawaii is currently working on updating the MOU. As discussed earlier, some of the proposed changes would update installation names and titles and address the role played by the Department of Homeland Security during emergencies. In addition, Navy Region Hawaii indicates that other proposed changes will address the possibility of suspending the MOU if the physical condition of Lualualei Naval Road continues to deteriorate and the road becomes unsafe for traffic.

SUMMARY

Farrington Highway is the main route of travel through the communities of the leeward coast of Oahu. In the event of an emergency or natural disaster requiring evacuation of the leeward coast, Farrington Highway is the only highway that leads out of the region and provides access to other parts of Oahu. However, in recent years, Farrington Highway has been partially or completely shut down several times due to incidents involving accidents, severe weather, and other emergency conditions.

Although Farrington Highway is the only highway leading into and out of the leeward coast, Lualualei Naval Road (also known as Kolekole Pass Road), a federally-owned and controlled road, passes through the Kolekole Pass of the Waianae mountain range and connects the leeward coast to central Oahu. The road passes through two military installations -- Naval Magazine Pearl Harbor, Lualualei Branch, to the west of the mountains and Schofield Barracks to the east. Because of security concerns, the road is not open to the public.

House Concurrent Resolution No. 223, H.D. 1, adopted during the Regular Session of 2010, expressed concern that the residents of the leeward coast might have no way of evacuating the region if Farrington Highway were shut down during an emergency or natural disaster. The Resolution requested that the Legislative Reference Bureau conduct a study to determine the feasibility of using Lualualei Naval Road as an evacuation route in the event of an emergency or natural disaster on the leeward coast.

Since 2001, an agreement has existed between the U.S. Navy, U.S. Army, and State Civil Defense Division. This agreement, in the form of a Memorandum of Understanding, establishes procedures to open Lualualei Naval Road to the general public upon request by the State Civil Defense Division during civil emergency situations. Since the Memorandum of Understanding went into effect, Lualualei Naval Road has been opened to the general public during emergency situations on four separate occasions.

Over the years, erosion has taken a physical toll on Lualualei Naval Road that may affect its continued use for civilian evacuation. In December 2008, heavy rains caused rockslides and severely undercut a hillside beneath the roadway. As a result, the road can only support one-way traffic safely. The Navy is currently preparing a cost estimate for the repairs necessary to restore Lualualei Naval Road to a condition where it can safely sustain two-way traffic.

In recent years, the Navy has undertaken an effort to update the Memorandum of Understanding. Among other things, the proposed changes would update installation names and titles and address the deteriorating physical condition of Lualualei Naval Road. A draft of an updated Memorandum of Understanding is currently under review.

Given that an agreement between the affected parties already exists, and has been put into operation on four separate occasions, it appears that, so long as only one-way transit out of the leeward coast is required, the use of Lualualei Naval Road as an evacuation route is feasible and currently available on an emergency basis.

Appendix A

HOUSE OF REPRESENTATIVES
TWENTY-FIFTH LEGISLATURE, 2010
STATE OF HAWAII

H.C.R. NO. 223
H.D. 1

HOUSE CONCURRENT RESOLUTION

REQUESTING THE LEGISLATIVE REFERENCE BUREAU, WITH ASSISTANCE
FROM THE DEPARTMENT OF DEFENSE, TO CONDUCT A STUDY ON THE
FEASIBILITY OF USING LUALUALEI NAVAL ROAD AS AN EVACUATION
ROUTE IN THE EVENT OF AN EMERGENCY OR NATURAL DISASTER ON
THE LEEWARD COAST.

1 WHEREAS, the leeward coast of Oahu has suffered many
2 disasters in the past, natural and otherwise; and
3

4 WHEREAS, the sole public passage out of the leeward coast
5 area to other parts of Oahu in the event of any disaster
6 requiring the evacuation of the leeward coast is Farrington
7 Highway, which has been closed numerous times in recent years
8 because of accidents, severe weather, and other emergency
9 conditions; and
10

11 WHEREAS, in the event of a disaster requiring the
12 evacuation of the leeward coast during a closure of Farrington
13 Highway, tens of thousands of civilian lives will be placed in
14 harm's way; and
15

16 WHEREAS, Lualualei Naval Road, also known as Kolekole Pass
17 Road, is the only passage through the Waianae mountain range at
18 Kolekole Pass, connecting the leeward coast with central Oahu;
19 and
20

21 WHEREAS, Lualualei Naval Road is presently closed to
22 civilian traffic; and
23

24 WHEREAS, opening Lualualei Naval Road to civilian traffic
25 during an emergency or natural disaster would provide an
26 alternative route for evacuating residents of the leeward coast
27 to other areas of Oahu and could save countless lives; now,
28 therefore,



1 BE IT RESOLVED by the House of Representatives of the
2 Twenty-fifth Legislature of the State of Hawaii, Regular Session
3 of 2010, the Senate concurring, that the Legislative Reference
4 Bureau (LRB), with the cooperation, support, and assistance of
5 the Department of Defense, specifically the Civil Defense
6 Division, is requested to conduct a study on the feasibility of
7 using Lualualei Naval Road as an evacuation route in the event
8 of an emergency or natural disaster on the leeward coast; and
9

10 BE IT FURTHER RESOLVED that, in its study, LRB is requested
11 to:
12

- 13 (1) Determine the logistical challenges of opening
14 Lualualei Naval Road to civilian traffic during an
15 emergency or natural disaster;
16
- 17 (2) Review and consider the jurisdictional issues that
18 need to be addressed and resolved to allow the use of
19 Lualualei Naval Road as an emergency evacuation route
20 for civilians;
21
- 22 (3) Determine any conditions necessitated by an agreement
23 between the State, the United States Navy, and the
24 United States Army for the use of Lualualei Naval Road
25 during any emergency, including determining what event
26 or declaration would be required to permit use of the
27 road by civilian traffic; and
28
- 29 (4) Consider any other pertinent issues that may be
30 involved in the use of Lualualei Naval Road as an
31 emergency evacuation route;

32 and
33

34 BE IT FURTHER RESOLVED that LRB is requested to submit its
35 findings and recommendations, including any recommended
36 legislation, to the Legislature no less than twenty days prior
37 to the convening of the Regular Session of 2011; and
38

39 BE IT FURTHER RESOLVED that certified copies of this
40 Concurrent Resolution be transmitted to the Director of the
41 Legislative Reference Bureau; Adjutant General; Commander,
42 United States Pacific Fleet; Commanding General, United States
43 Army Pacific; and Commander, United States Pacific Command.



MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMANDER, NAVY REGION HAWAII
AND
COMMANDING GENERAL, 25TH INFANTRY DIVISION (LIGHT)
AND U.S. ARMY HAWAII
AND
DIRECTOR, CIVIL DEFENSE, STATE OF HAWAII

Subj: MEMORANDUM OF UNDERSTANDING FOR GENERAL PUBLIC ACCESS TO
KOLEKOLE ROAD DURING CIVIL EMERGENCIES

1. Purpose: This Memorandum of Understanding (MOU) establishes procedures for the opening of Kolekole Road to traffic to the general public when requested by the State of Hawaii Civil Defense Agency during civil emergency situations.
2. Kolekole Road passes through Schofield Barracks Army Reservation and Naval Magazine Pearl Harbor, Lualualei Branch. The State of Hawaii Civil Defense Agency has requested Kolekole Road be opened during civil emergencies and that the road be kept open to emergency vehicles and people responding to evacuation or similar instructions based on verified emergencies.
3. The parties agree that Kolekole Road emergency crowd control and traffic measures will be implemented by Army and Navy security forces within their respective jurisdictions upon request by the State of Hawaii Civil Defense Agency. The Civil Defense Agency agrees to attempt to provide a standby vehicle tow truck, upon request by the Naval Magazine Pearl Harbor, Lualualei Branch Security, to provide emergency assistance in keeping the roadway open.
4. Commanding Officer, Naval Magazine Pearl Harbor, will be responsible for preparing procedures and implementing Navy emergency crowd and traffic control measures for Kolekole Road, west of the Kolekole Pass Access Gate. Commander, 25th Infantry Division (Light) and U.S. Army Hawaii, will be responsible for preparing procedures and implementing Army emergency crowd and traffic control measures for Kolekole Road, east of the Kolekole Pass Access Gate. Commanding Officer, Naval Magazine Pearl Harbor, retains the right to secure the Kolekole Pass Access Gate when, in his judgment, such action is necessary. Any and all costs incurred in the participation under this MOU will normally be borne by the respective parties.

05/31/2006 WED 9:30 FAX

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WESTLOCH

003/008

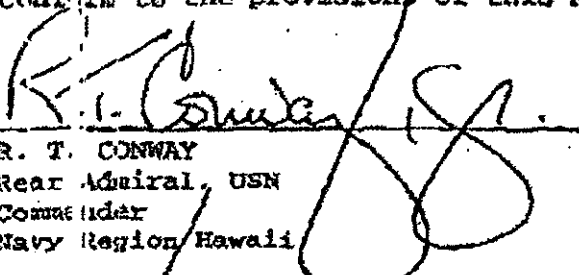
PAGE 03

5. The parties agree that the security forces for Commanding Officer, Naval Magazine Pearl Harbor, and Commander, 15th Infantry Division (Light) and U.S. Army Hawaii, will deal directly with one another to plan and implement Kokohe Road crowd and traffic control measures for civil emergency situations.

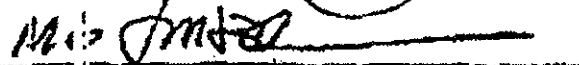
6. This MOU, which is effective upon the date of final signature, requires review triennially by representatives of the respective signatories. Commanding Officer, Naval Magazine Pearl Harbor, will be responsible for implementing and coordinating the triennial review with all signatories.

7. This MOU may be terminated by either the U.S. Army or U.S. Navy or State of Hawaii signatories upon notification to the other parties in writing.

8. In affixing signatures hereon, the U.S. Army, U.S. Navy, and State of Hawaii signatories agree their organizations will conform to the provisions of this MOU.



R. T. CONWAY
Rear Admiral, USN
Commander
Navy Region Hawaii

20 JUL 06
Date


JAMES M. DUBIK
Major General, U.S. Army
Commanding
25th Inf Div (L) & USARHAW
Schofield Barracks, Hawaii

13 JUL 06
Date

9. In affixing his signature hereon, the Adjutant General/ Director of Civil Defense, State of Hawaii concurs with the provisions of this MOU.


EDWARD L. CORREA, JR.
Major General, HIRANG
The Adjutant General and Director
of Civil Defense

Aug 16, 06
Date

Appendix C

License for Non Federal Use of Real Property (NAVFAC 11011/29)

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY <small>NAVFAC 11011/29 (Supersedes NAVDOCKS 2260)</small> THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE ATTACHED GENERAL PROVISIONS. BY THE EXECUTION HEREOF, THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.		LICENSE NUMBER N62478-09-RP-00005
1. NAVAL ACTIVITY (Property Location) Naval Station, Hawaii	2. DATES COVERED (Inclusive) From 1 March 2010 To 31 August 2014	
3. DESCRIPTION OF PROPERTY (Include room & building numbers where appropriate). Evaluate: Access Road from Farrington Highway to Paakoa Road as approximately shown in yellow on Exhibit "A", attached hereto and made a part hereof.		
4. PURPOSE OF LICENSE Public use during "emergency events" only as defined in the Special Provisions attached hereto and made a part hereof. Access for the installation, maintenance, and repair of the improvements reflected in Special Provision No. 1.		
5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY	5a. LOCAL REPRESENTATIVE, DEPARTMENT OF THE NAVY OFFICIAL (TITLE & ADDRESS) Commanding Officer, Naval Facilities Engineering Command, Hawaii 400 Marshall Road, Building X-11, Pearl Harbor, Hawaii 96360-3139	
6. LICENSEE (Name & Address) Department of Transportation Services, City and County of Honolulu 650 South King Street, 3 rd Floor, Honolulu, HI 96813	6a. LOCAL REPRESENTATIVE (Name & Address) Mr. Wayne Y. Yoshioka, Director Department of Transportation Services City and County of Honolulu Address same as Item 6.	
7. CASH PAYMENT BY LICENSEE (Payable in advance) <small>(If no cash payment is required, enter "None" under item 7a "Amount")</small>		
7a. AMOUNT (Each Payment) NONE	7b. FREQUENCY PAYMENTS DUE	7c. FIRST DUE DATE
8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in Advance) <small>(If no cash payment is required, enter "None" under item 8a "Amount")</small>		
8a. AMOUNT (Each Payment) NONE	8b. FREQUENCY PAYMENTS DUE	8c. FIRST DUE DATE
9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE <small>(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)</small>		
9a. TYPE a. FIRE & EXTENDED COVERAGE	9b. MINIMUM AMOUNT NONE	9c. TYPE e. THIRD PARTY PERSONAL INJURY PER PERSON
9d. MINIMUM AMOUNT \$5,000,000	9e. TYPE f. THIRD PARTY PERSONAL INJURY PER ACCIDENT	9f. MINIMUM AMOUNT \$5,000,000
10. GENERAL PROVISIONS (See Attached) See Special Provisions attached hereto and made a part hereof.		
II. EXECUTION OF LICENSE		
FOR	BY	DATE
NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY	STEVEN K. JOHNSTON, Director of Real Estate Naval Facilities Engineering Command, Hawaii Real Estate Contracting Officer	 3/19/10
LICENSEE	Wayne Y. Yoshioka Director	 3/19/10

If Licensee is a Corporation, Certification of signature is attached.

10. GENERAL PROVISIONS
LIC-N62478-09-AP-00005

a. The Licensor hereby grants to the Licensee the right to allow the public to use the premises or facilities described in Item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in Item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of the use thereof by the Licensee and/or the public and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and/or the public and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensor) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In the event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly pay to the Licensor the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 688, 982; 28 U.S.C. Sec. 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee and/or the public, and shall furnish the insurance specified in Item 8. Each policy of insurance required in Item 8 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The Insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by the Licensee, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

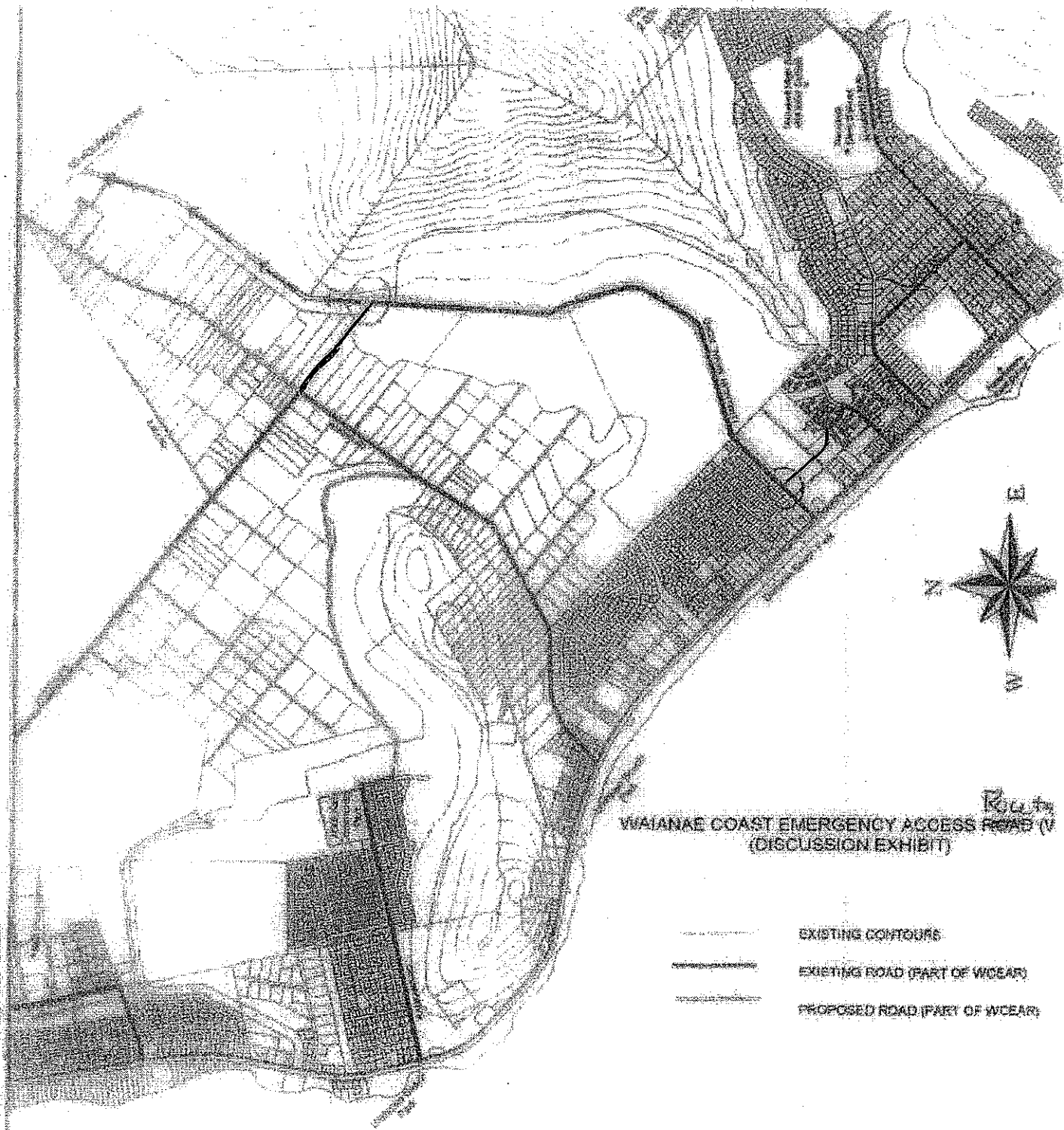
l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

o. Notwithstanding any other provision of this License, unless paid within thirty (30) days, all amounts that become payable by the Licensee to the Government under this License (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid. The rate of interest will be the Current Value of Funds rate published by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717 (Debt Collection Act of 1992). Amounts shall be due upon the earliest of: (a) the date fixed pursuant to this License, (b) the date of the first written demand for payment consistent with this License, (c) the date of transmittal by the Government to the Licensee of a proposed supplemental agreement to confirm completed negotiations fixing the amount of debt, or (d) if this License provides for revision of prices, the date of written notice to the Licensee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by license supplement.



Route 1
VIAIANAE COAST EMERGENCY ACCESS ROAD (V)
(DISCUSSION EXHIBIT)

- EXISTING CONTOURS
- EXISTING ROAD (PART OF WCEAR)
- PROPOSED ROAD (PART OF WCEAR)

MAILI/LUALUALEI SUB-DISTRICT

SCALE: 1" = 2000'-0"

JANI

SPECIAL PROVISIONS
TO
LICENSE N627478-09-RP-00005

1. Access to the Premises shall only be permitted from Paakea Road, Helelua Place and Farrington Highway. Licensee shall be permitted to install improvements on the Premises to make road connections between the roadway surface within the Premises to Paakea Road and to Helelua Place on the following terms and conditions:

a. All work shall be done at Licensee's cost and expense.

b. All work shall be done in accordance with plans that have been approved in writing by the Licensor. Licensee shall not begin work on the Premises prior to Licensee's receipt of Licensor's written approval of the plans.

c. Licensee shall maintain and repair such improvements in a safe and satisfactory manner.

2. An "emergency event" is defined as an unexpected blockage of Farrington Highway. It does not include usage resulting from the maintenance and repair of Farrington Highway or other roadways. An "emergency event" includes unexpected blockages of Farrington Highway that are due to natural disasters and Licensee's reasonable actions to block public use of Farrington Highway based upon legitimate public safety concerns.

3. Licensee shall comply with Licensor's protocol during all emergency events, which shall include the following:

a. Licensee's representative shall contact Licensor's representative, the Naval Station, Pearl Harbor Command Duty Officer at telephone 864-2460 or the Naval Station, Pearl Harbor Watch Captain at telephone 474-6751 or 474-6452 to request approval to open the gate(s) prior to allowing public access. The Licensee may leave the gate(s) open during the emergency event.

b. Licensee shall provide adequate staffing by the Honolulu Police Department at Paakea Road, Helelua Place, and Farrington Highway to direct traffic, ensure the strict enforcement of posted speed limits, and prevent vehicles from traveling along the Lualualei Access Road beyond the Paakea Road intersection point.

c. No emergency event shall extend beyond twenty-four (24) hours without the prior written approval of the Licensor. Approval by electronic mail from the Command Duty Officer or Watch Captain may constitute written approval.

4. Licensee shall repair any damage to the Premises at Licensee's cost and expense to the satisfaction of the Licensor within five (5) days of the emergency event.

5. Licensee shall undertake any clean up of the Premises resulting from Licensee's use under this License within 24 hours after the end of the emergency event.

6. Licensee's gates at Paakea Street and Helelua Place must be kept locked at all times except as otherwise allowed during emergency events. Said gates shall immediately be secured by the Licensee if found open without Licensor approval. Licensee shall keep said gates in good working order and repair.

7. Licensee shall be solely responsible for compliance with all Licensee requirements set forth in this License. The Licensor may seek any recourse against the Licensee for the acts or omissions of the Licensee's agents or contractors that are not consistent with the terms of this License.

8. In case of a conflict, Licensor's requirements for the use of the Premises shall take precedence over Licensee's use of the Premises during emergency events.

9. Licensee shall be responsible for immediately remediating any environmental contamination resulting from its use of the Premises.



Appendix D
DEPARTMENT OF THE NAVY
COMMANDER
NAVY REGION HAWAII
850 TICONDEROGA ST STE 110
PEARL HARBOR HI 96860-5101

11000
Ser N4/1135
18 Aug 10

Mr. Ken Takayama
Legislative Reference Bureau
State of Hawaii
State Capitol
415 S. Beretania Street, Room 446
Honolulu, HI 96813

Dear Mr. Takayama:

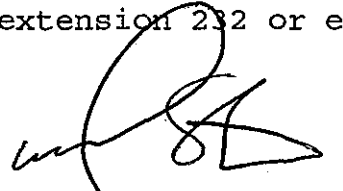
SUBJECT: LUALUALEI NAVAL ROAD

Thank you for your letter of July 21, 2010 requesting the Navy's assistance in conducting a study on the feasibility of using Lualualei Naval Road (Kolekole Pass Road) as an evacuation route in the event of an emergency or natural disaster on the leeward coast of the island of Oahu. Enclosed you will find the Lualualei Naval Road Study Questionnaire with the Navy's responses. In addition, you may find the following information pertinent to your study:

- The Memorandum of Understanding (MOU) referenced in your first question of the questionnaire is a MOU between the Commander, Navy Region Hawaii, Commanding General, 25th Infantry Division (Light) and the U.S. Army and Director, Civil Defense, State of Hawaii, signed by the Navy on July 20, 2001. This MOU, provided as enclosure (2), allows emergency access over Kolekole Road to Schofield Barracks. This agreement is currently being reviewed and updated by the Navy.
- A second existing agreement is a license to the City and County of Honolulu, Department of Transportation Services, signed on March 19, 2010. Navy Region Hawaii is holding this license in abeyance until the City provides proof of insurance. This document allows connection to Lualualei Naval Road at the intersections of Paakea Road, Heleua Place, and Farrington Highway in the event of an emergency. This is a segment of the City's Waianae Coast Emergency Access Route.

11000
Ser N4/ 1135
18 Aug 10

If you require additional information, please contact Ms. Janice Fukawa at (808) 473-4137 extension 232 or e-mail at janice.fukawa@navy.mil.



M. E. LEE
Captain, U.S. Navy
Chief of Staff
By direction of the
Commander

- Enclosures:
1. Lualualei Naval Road Study Questionnaire with Navy Responses
 2. Memorandum of Understanding between Commander, Navy Region Hawaii and Commanding General, 25th Infantry Division (Light) and the U.S. Army and Director, Civil Defense, State of Hawaii, signed by the Navy on July 20, 2001

LUALUALEI NAVAL ROAD STUDY

QUESTIONNAIRE with Navy Responses

1. Was your agency aware of the existence of a Memorandum of Understanding (MOU) between the Navy, Army, and State Civil Defense regarding general public access to Kolekole Road during civil emergencies?

Yes, please see attached document.

2. Is your agency a party to the MOU?

Yes.

- If so, what is your agency's role with respect to the MOU during an event?

Navy Region Hawaii provides emergency response and Joint Base Pearl Harbor Hickam (replaces Commanding Officer, Naval Magazine Pearl Harbor in MOU) allows access and controls traffic.

- Who in your agency is responsible for implementing this?

Navy Region Hawaii (NRH) Emergency Management PM, Code N37
Joint Base Pearl Harbor Hickam (JBPPH) Security West Loch/Lualualei Annex

3. Does your agency consider the MOU to still be active?

Yes, the Navy is in the process of updating the MOU, signed in 2001, as triennial review is overdue.

- If not, why not?

N/A

4. Is the purpose of the MOU, in its current form, to serve as an authorizing document that merely provides guidance "in principle," or is it meant to be a step-by-step checklist of practical implementing steps for each party to take during an event?

The purpose of the MOU is both an authorizing document and step-by-step checklist.

- Is your agency satisfied with the purpose of the MOU, as it is?

In principle yes, however, a portion of Kolekole Road is not in good condition which could impact the ability to allow public use. The Navy is generating a cost estimate for repairs and will evaluate available resources.

5. What is the triggering mechanism under the MOU for opening the road?

The State Civil Defense Agency requests emergency access.

6. Is the trigger adequately defined in the MOU?

Yes.

7. Are there other conditions not specified in the MOU that must be met to trigger the opening of the road?

No.

8. Which of the following describes your agency's position regarding the purpose of opening the road: (Please check)

☒ The road should be used for one-way evacuation only: name specific event types that qualify (e.g., tsunami, earthquake, oil spill, etc.).

☐ The road should be used for two-way ingress and egress during emergencies due to severe weather, fire, traffic accidents, structural damage to Farrington Highway (e.g., earthquake, sinkhole, fire, flood, etc.).

9. Please list each specific type of event, and the severity of the event, that your agency believes would be sufficient to grant civilian access to the road under the MOU.

For emergencies when Farrington Highway is closed such as tsunamis, major accidents or fires. Please note an earthquake, typhoon, or heavy rains will likely destabilize the road resulting in further evaluation on whether the road can be open for vehicle traffic.

10. If an event described in question 9 occurred, would all parties to the MOU automatically agree to open the road, or would each event require inter-agency communication to reach an agreement?

All parties in the MOU would agree to open the road provided that the road is in acceptable condition for emergency access.

11. Would your agency prefer not to have specific event types included as part of the MOU, in order to provide greater flexibility? Or would your agency prefer inclusion of specific event types in order to expedite group action during an event?

Due to the current condition of the road, events such as earthquake, typhoons or heavy rains would have to be re-evaluated.

12. Which agency initiates action to open the road?

The State Civil Defense Agency initiates request.

13. Does the agency also serve as a "lead agency" in the process?

No.

- If not, is there a lead agency (i.e., takes charge and coordinates division of labor) and, if so, which agency is it?

JBPHH will execute the MOU.

- Is the lead agency always the same agency?

Yes.

14. Please describe the decision-making process in opening the road.

The State Civil Defense contacts JBPHH Emergency Operations Center (EOC) and requests to open road.

- Does the final decision rest with one agency? If so, please identify.

JBPHH will request approval from NRH.

15. What are the specific steps/tasks involved in opening the road and providing access? Please describe in detail.

Steps are detailed in attached MOU.

16. Were you or your agency aware of prior applications/implementations of the MOU?

Yes.

- If so, please describe the specific prior events involved.

In December 2007, during heavy rains, the roadway was opened to the public per the MOU, however, resulting rockslides required closure of the roadway. In February

2010 during the tsunami alert a request to provide access was received, but subsequently cancelled.

17. If you answered "yes" to question 16, did your agency play a role in the events?

Yes.

- Was your agency lead on the event, and if not, which agency was the lead?

Navy Region Hawaii provides emergency response and Joint Base Pearl Harbor Hickam is notified to open the road, allow access, and control traffic. Navy Region Hawaii updates other Navy commands as required.

- What specifically did your agency do?

Please see answer above.

- Did your agency follow the same procedure for each event, or did it do something differently? Please explain.

The same procedure was followed for each event.

- Was the MOU sufficient/adequate to control the division of labor regarding tasks to be accomplished during an event?

Yes.

18. What logistical challenges or other problems, if any, did your agency encounter during previous events when the road was opened?

There were no problems and the coordination was very orderly.

19. Are there any jurisdictional issues that need to be addressed involving the opening of the road? If so, please explain.

No.

20. What effect does the deteriorating condition of the road have on the current status of the MOU?

If the road continues to deteriorate without repair, it will not be safe for traffic and therefore emergency evacuation. The MOU would be suspended pending road repairs and agreements would be revised. This will be addressed in an MOU update.

21. If your agency sees the MOU as authorizing only one-way evacuation, is the current state of the road adequate?

Yes, the road in its current states allows for one-way evacuation.

- If two-way ingress and egress is required, is the condition of the road adequate?

Not at this time.

22. Are there plans to repair the road to the condition necessary to support two-way traffic?

The Navy is generating a cost estimate for repairs and will evaluate available resources.

- If so, who will do the work?
- When will the work begin, and how long will it take?
- How much will the repairs cost?

23. Has the MOU undergone each of the triennial reviews required by its terms?

No.

- If so, when?
- What changes were made?
- If not, why not?

Navy is in the process of updating the MOU, signed in 2001, as triennial review is overdue.

24. Is there a need to update the MOU?

Yes, as part of the triennial review and to address the current condition of Kolekole Road.

- If so, what terms or issues need to be addressed? Please elaborate.

Additional Information:

Navy has a draft license N627478-09-RP-00005 with the City and County Department of Transportation to allow improvements and emergency access at the intersections of Paakea Road and Helehua Place.

Emergency event is defined as unexpected blockage of Farrington Highway that are due to natural disasters and City's reasonable actions to block public use of Farrington Highway based on legitimate public safety concerns.

City will contact Command Duty Officer or the Watch Captain to open gates and will request written approval for period extending 24 hours.

City will provide adequate staffing via the Honolulu Police Department providing traffic control.

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMANDER, NAVY REGION HAWAII
AND
COMMANDING GENERAL, 25TH INFANTRY DIVISION (LIGHT)
AND U.S. ARMY HAWAII
AND
DIRECTOR, CIVIL DEFENSE, STATE OF HAWAII

Subj: MEMORANDUM OF UNDERSTANDING FOR GENERAL PUBLIC ACCESS TO
KOLEKOLE ROAD DURING CIVIL EMERGENCIES

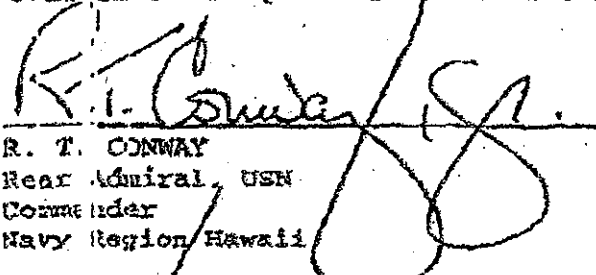
1. Purpose: This Memorandum of Understanding (MOU) establishes procedures for the opening of Kolekole Road to traffic to the general public when requested by the State of Hawaii Civil Defense Agency during civil emergency situations.
2. Kolekole Road passes through Schofield Barracks Army Reservation and Naval Magazine Pearl Harbor, Lualualei Branch. The State of Hawaii Civil Defense Agency has requested Kolekole Road be opened during civil emergencies and that the road be kept open to emergency vehicles and people responding to evacuation or similar instructions based on verified emergencies.
3. The parties agree that Kolekole Road emergency crowd control and traffic measures will be implemented by Army and Navy security forces within their respective jurisdictions upon request by the State of Hawaii Civil Defense Agency. The Civil Defense Agency agrees to attempt to provide a standby vehicle tow truck, upon request by the Naval Magazine Pearl Harbor, Lualualei Branch Security, to provide emergency assistance in keeping the roadway open.
4. Commanding Officer, Naval Magazine Pearl Harbor, will be responsible for preparing procedures and implementing Navy emergency crowd and traffic control measures for Kolekole Road, west of the Kolekole Pass Access Gate. Commander, 25th Infantry Division (Light) and U.S. Army Hawaii, will be responsible for preparing procedures and implementing Army emergency crowd and traffic control measures for Kolekole Road, east of the Kolekole Pass Access Gate. Commanding Officer, Naval Magazine Pearl Harbor, retains the right to secure the Kolekole Pass Access Gate when, in his judgment, such action is necessary. Any and all costs incurred in the participation under this MOU will normally be borne by the respective parties.

5. The parties agree that the security forces for Commanding Officer, Naval Magazine Pearl Harbor, and Commander, 25th Infantry Division (Light) and U.S. Army Hawaii, will deal directly with one another to plan and implement Kalahele Road crowd and traffic control measures for civil emergency situations.


6. This MOU, which is effective upon the date of final signature, requires review triennially by representatives of the respective signatories. Commanding Officer, Naval Magazine Pearl Harbor, will be responsible for implementing and coordinating the triennial review with all signatories.

7. This MOU may be terminated by either the U.S. Army or U.S. Navy or State of Hawaii signatories upon notification to the other parties in writing.

8. In affixing signatures hereon, the U.S. Army, U.S. Navy, and State of Hawaii signatories agree their organizations will conform to the provisions of this MOU.



R. T. CONWAY
Rear Admiral, USN
Commander
Navy Region Hawaii

24 JUL 06
Date


JAMES M. DUBIK
Major General, U.S. Army
Commanding
25th Inf Div (L) & USARHAW
Schaefer Barracks, Hawaii

13 JUL 06
Date

9. In affixing his signature hereon, the Adjutant General/Director of Civil Defense, State of Hawaii concurs with the provisions of this MOU.


EDWARD L. CORREA, JR.
Major General, HIARNG
The Adjutant General and Director
of Civil Defense

Aug 1, 06
Date

Appendix E



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND, PACIFIC REGION
HEADQUARTERS, UNITED STATES ARMY GARRISON, HAWAII
851 WRIGHT AVENUE, WHEELER ARMY AIRFIELD
SCHOFIELD BARRACKS, HAWAII 96857-5000

10 SEP 2010

Office of the Commander

Mr. Ken H. Takayama
Director, Legislative Reference Bureau
State of Hawaii
415 S. Beretania Street, Room 446
Honolulu, Hawaii 96813

Dear Mr. Takayama:

Reference your memorandum, July 21, 2010, Subject: KoleKole Pass Road, the following are our answers to your questions:

Question: Was your agency aware of the existence of a Memorandum of Understanding (MOU) between the Navy, Army, and State Civil Defense regarding general public access to KoleKole Road during civil emergencies? Answer: Yes, US Army Garrison, Hawaii (USAG-HI) is aware of the MOU dated 20 July 2001.

Question: Is your agency a party to the MOU and if so what is your agency's role with respect to the MOU during an event? Who in your agency is responsible for implementing this MOU? Answer: Yes, USAG-HI is a party to the MOU. Access to Kolekole Road is a joint responsibility between Navy and Army installations. West side access is owned by the Navy, East side access is owned by the Army. In the event of an emergency both parties must be in agreement and coordination must be made between all Access Control Points (ACPs) for access. USAG-HI Commander, COL Douglas S. Mulbury, has authority to implement the MOU under the Base Cluster Commander (BCC) responsibilities.

Question: Does your agency consider the MOU to still be active? Answer: Yes, we consider the MOU to still be active and will remain active until either side decides to terminate the MOU.

Question: Is the purpose of the MOU, in its current form, to serve as an authorizing document that merely provides guidance "in principle" or it is meant to be a step-by-step checklist of practical implementing steps for each party to take in an event? Is your agency satisfied with the purpose of the MOU, as it is? Answer: Yes, we are satisfied with the purpose of the MOU and we use this MOU to provide general guidance for implementation.

Question: What is the triggering mechanism under the MOU for opening the road?

Answer: The triggering mechanism for opening the road is a State of Hawaii Civil Defense Agency request through Navy or Army Commands to allow access to Kolekole road during natural and manmade emergencies.

Question: Is the trigger adequately defined in the MOU? Answer: Yes, the trigger is adequately defined in the MOU.

Question: Are there other conditions not specified in the MOU that must be met to trigger the opening of the road? Answer: No, there are no other conditions that must be met to trigger the opening of the road.

Question: Which of the following describes your agency's position regarding the purpose of opening the road: The road should be used for one-way evacuations only during natural or manmade disasters or the road should be used for two-way ingress and egress during natural or manmade disasters. Answer: The road can only be used for one-way evacuation during natural or manmade disasters because one lane has been damaged due to landslides.

Question: Please list each specific type of event, and severity of event, that your agency believes would be sufficient to grant civilian access to the road under the MOU. Answer: The following are the specific events that would allow access to KoloKole Road: one way ingress and egress of emergency vehicles and one way ingress and egress for civilian population during emergencies due to severe weather, fire, major traffic accidents, structural damage to Farrington Highway, tsunami or earthquake.

Question: If an event described in question 9 occurred, would all parties to the MOU automatically agree to open the road, or would each event require inter-agency communication to reach an agreement? Answer: Each event would require inter-agency communication and coordination to open the road.

Question: Would your agency prefer not to have specific event types included as part of the MOU, in order to provide greater flexibility? Would your agency prefer inclusion of specific event types in order to expedite group action during the event? Answer: We would like to have inclusion of specific event types in the future MOU in order to expedite actions during an event.

Question: Which agency initiates action to open the road? Answer: Depending on where the incident occurs, either the Army or Navy can initiate the coordination for the opening of KoleKole Road.

Question: Does the agency also serve as a "lead agency" in the process? If not, is there a lead agency and if so which agency is it? Answer: The US Navy is the lead agency.

Question: Please describe the decision-making process in opening the road? Does the final decision rest with one agency? Answer: Both Navy and Army base commanders must agree to open KoleKole Road based on a request from State or County Civil Defense Agencies in support of a verified emergency.

Question: What are the specific steps/tasks involved in opening the road and providing access? Answer: Currently KoleKole Road is one way only, open in the morning from Navy Magazine LLL Gate to Schofield Barracks between 0700-1145 and open in the afternoon from Schofield Barracks to Navy Magazine LLL from 1200-1730, weekdays only. To change this arrangement, State Civil Defense must call our 24/7 Installation Operations Center at 656-3272 or 656-3276 to begin coordination for emergency use of Kole Kole Road.

Question: Were you or your agency aware of prior applications/implementations of the MOU? If so, please describe the specific events involved? Answer: Yes, USAG-HI was involved in coordinating the opening of Kolekole Road during tsunami warnings and major traffic accidents on Farrington Highway.

Question: If you answered "yes" to question 16, did your agency play a role in the events? Was your agency lead for the event, and if not, which agency was the lead? What specifically did your agency do? Did you follow the same procedures for each event, or did you do something differently? Was the MOU sufficient/adequate to control division of labor regarding tasks to be accomplished during the event? Answer: Yes, USAG-HI was the coordinating agency with US Navy as the lead agency. Our efforts were to establish traffic control points on Schofield Barracks and to direct the general public to the nearest exit gate. We followed the same procedures and the MOU was adequate to control the division of labor.

Question: What logistical challenges or other problems, if any, did your agency encounter during previous events when the road was opened? Answer: We did not experience any logistical or other challenges during previous openings of the road.

Question: Are there any jurisdictional issues that need to be addressed involving the opening of the road? Answer: We have not experienced any jurisdictional issues during previous openings of the road.

Question: What effect does the deteriorating condition of the road have on the current status of the MOU? Answer: While the road is only used for one-way traffic at this time due to damage from previous storms, there is no impact on the current status of the MOU.

Question: If your agency sees the MOU as authorizing only one-way evacuation, is the current state of the road adequate? Also if two-way ingress and egress is required, is the condition of the road adequate? Answer: The current state of the road can only

accommodate one way evacuations, not two-way evacuations. Additionally, the current state of the road can only handle emergency vehicles and small Privately Owned Vehicles, not large buses, commercial vehicles, tractors/trailer, etc.

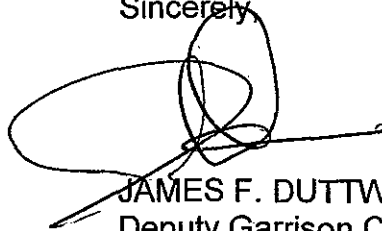
Question: Are there plans to repair the road to the condition necessary to support two-way traffic? If so, who will do the work, when will the work begin, how long will it take, and how much will the repairs cost? Answer: Since the road is damaged on the US Navy side, must contact Navy Command Pearl Harbor for their plans to repair the road.

Question: Has the MOU undergone each of the triennial reviews required by its terms? If so, when, what changes were made. If not, why not? Answer: The MOU was last signed in 2001 and has not undergone any triennial reviews since that time. The MOU stays in full effect unless terminated by either party. Commanding Officer, Naval Magazine Pearl Harbor is responsible for implementing and coordinating the triennial review.

Question: Is there a need to update the MOU? Answer: There is no need to update the MOU as currently written because the MOU stays in full effect unless terminated by either party.

Point of contact for this memorandum is Mr. Joe Barker, Emergency Plans Officer, US Army Garrison, Hawaii at 656-5362.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Duttweiler', with a large loop and a horizontal stroke extending to the right.

JAMES F. DUTTWEILER
Deputy Garrison Commander

Appendix F

LINDA LINGLE
GOVERNOR

MAJOR GENERAL ROBERT G. F. LEE
DIRECTOR OF CIVIL DEFENSE

EDWARD T. TEIXEIRA
VICE DIRECTOR OF CIVIL DEFENSE



PHONE (808) 733-4300
FAX (808) 733-4287

STATE OF HAWAII
DEPARTMENT OF DEFENSE
OFFICE OF THE DIRECTOR OF CIVIL DEFENSE
3949 DIAMOND HEAD ROAD
HONOLULU, HAWAII 96816-4495

August 19, 2010

Mr. Ken H. Takayama, Director
Legislative Reference Bureau
State of Hawaii
State Capitol, Room 446
Honolulu, Hawaii 96813

Dear Mr. Takayama:

Thank you for your letter of July 21, 2010, with regard to House Concurrent Resolution No. 223 and your request for information concerning the use of Lualualei Naval Road, also known as Kolekole Pass Road, as an evacuation route for the leeward coast of Oahu.

It is a pleasure to assist the Legislative Reference Bureau with this effort, and enclosed is the questionnaire that you forwarded to this office. The questionnaire has been completed, and we are prepared to provide any additional information you may require.

If you have any questions concerning this issue, please contact Mr. Vic Gustafson, State Civil Defense Plans and Operations Branch Chief, at 733-4300, ext. 554, or vgustafson@scd.hawaii.gov.

Sincerely,

A handwritten signature in cursive script, reading "Edward T. Teixeira".

EDWARD T. TEIXEIRA
Vice Director of Civil Defense

Enc.

LUALUALEI NAVAL ROAD STUDY

QUESTIONNAIRE

1. Was your agency aware of the existence of a Memorandum of Understanding (MOU) between the Navy, Army, and State Civil Defense regarding general public access to Kolekole Road during civil emergencies? *Yes.*
2. Is your agency a party to the MOU? *Yes.*
 - If so, what is your agency's role with respect to the MOU during an event? *The MOU establishes procedures for the opening of Kolekole Road to traffic to the general public when requested by State Civil Defense during civil emergency situations.*
 - Who in your agency is responsible for implementing this? *The Vice Director of Civil Defense would direct Plans & Operations to coordinate the opening of Kolekole Road with the U.S. Army Hawaii and Navy Region Hawaii in coordination with Joint Task Force – Homeland Defense (JTF-HD).*
3. Does your agency consider the MOU to still be active? *Yes. However, we now will need to coordinate with JTF-HD instead of directly with the U.S. Army and Navy Region Hawaii.*
 - If not, why not? *N/A.*
4. Is the purpose of the MOU, in its current form, to serve as an authorizing document that merely provides guidance "in principle," or is it meant to be a step-by-step checklist of practical implementing steps for each party to take during an event? *It is an agreement that all parties agreed to, not a checklist.*
 - Is your agency satisfied with the purpose of the MOU, as it is? *Yes.*
5. What is the triggering mechanism under the MOU for opening the road? *If Farrington Highway is blocked for any length of time and an emergency develops, i.e., a tsunami, the only way for residents and visitors to enter or evacuate the Waianae/Makaha area is through Kolekole Road.*
6. Is the trigger adequately defined in the MOU? *Yes. It states "...during civil emergency situations."*
7. Are there other conditions not specified in the MOU that must be met to trigger the opening of the road? *No.*

8. Which of the following describes your agency's position regarding the purpose of opening the road: (Please check)

_____ The road should be used for one-way evacuation only: name specific event types that qualify (e.g., tsunami, earthquake, oil spill, etc.).

 X The road should be used for two-way ingress and egress during emergencies due to severe weather, fire, traffic accidents, structural damage to Farrington Highway (e.g., earthquake, sinkhole, fire, flood, etc.).

9. Please list each specific type of event, and the severity of the event, that your agency believes would be sufficient to grant civilian access to the road under the MOU.

Wildland fires, tsunami evacuation, possible flooding, road blockage of Farrington Hwy.

10. If an event described in question 9 occurred, would all parties to the MOU automatically agree to open the road, or would each event require inter-agency communication to reach an agreement? *Each event would require inter-agency communication and coordination to reaching an agreement to open Kolekole Road for the respective emergency. The Army or Navy may be using the road for military purpose and therefore the road would not be available right away or the road may be under repairs as it was several years ago.*

11. Would your agency prefer not to have specific event types included as part of the MOU, in order to provide greater flexibility? Or would your agency prefer inclusion of specific event types in order to expedite group action during an event? *We prefer NOT to have specific event types included in the MOU.*

12. Which agency initiates action to open the road? *State Civil Defense will initiate action in coordination with City & County of Honolulu Department of Emergency Management (DEM).*

13. Does the agency also serve as a "lead agency" in the process? If not, is there a lead agency (i.e., takes charge and coordinates division of labor) and, if so, which agency is it? *State Civil Defense is the lead agency in the process after coordinating with DEM.*

- Is the lead agency always the same agency? *Yes.*

14. Please describe the decision-making process in opening the road. *City & County of Honolulu Department of Emergency Management will forward a request to SCD that the Kolekole Road be open due to an emergency situation. The City & County of Honolulu would stipulate as to a date and time to open Kolekole Road as well as a date and time they would like Kolekole Road to close. SCD would relay the quest to JTF-HD. JTF-HD would contact the 25th Infantry Division (Light) and Navy Region Hawaii that a request has been made and if the road is available. If available during the time period requested, SCD would notify DEM and have DEM have a tow truck available on Kolekole Road as mentioned in the MOU. A public release will be made by DEM that Kolekole Road will be open, giving the public the details and requirements that the public needs to follow.*

- Does the final decision rest with one agency? If so, please identify. *No. It is a coordinated decision between JTF-HD, U.S Army, and Navy Region Hawaii.*
15. What are the specific steps/tasks involved in opening the road and providing access? Please describe in detail. *See above #14.*
16. Were you or your agency aware of prior applications/implementations of the MOU? *Yes.*
- If so, please describe the specific prior events involved. *SCD has requested opening of Kolekole Road due to evacuation situations in the past.*
17. If you answered "yes" to question 16, did your agency play a role in the events? *Yes.*
- Was your agency lead on the event, and if not, which agency was the lead? *Yes.*
 - What specifically did your agency do? *Coordinate with, at that time, with Oahu Civil Defense Agency to have a tow truck located on Kolekole Road (as stated in the MOU) and worked with JTF-HD to coordinate with the U.S. Army and Navy Region Hawaii as to when Kolekole Road can be open to civilian traffic. The road was under repairs when the request was made. However, the Navy or Army was able to complete the repairs in time for the road to be open to the public.*
 - Did your agency follow the same procedure for each event, or did it do something differently? Please explain. *We followed same procedure but coordinated the request through JTF-HD.*
 - Was the MOU sufficient/adequate to control the division of labor regarding tasks to be accomplished during an event? *Yes.*
18. What logistical challenges or other problems, if any, did your agency encounter during previous events when the road was opened? *None. All parties worked together to get the road open as soon as was possible.*
19. Are there any jurisdictional issues that need to be addressed involving the opening of the road? If so, please explain. *None.*
20. What effect does the deteriorating condition of the road have on the current status of the MOU? *Unknown.*
21. If your agency sees the MOU as authorizing only one-way evacuation, is the current state of the road adequate? *The road is maintained and used by authorized traffic.*

If two-way ingress and egress is required, is the condition of the road adequate? *The condition of the road is adequate.*

22. Are there plans to repair the road to the condition necessary to support two-way traffic? *Answer would need to be asked of JTF-HD to Navy Region Hawaii.*
- If so, who will do the work? *The military, as Kolekole Road is under the jurisdiction of the U.S. Army and Navy.*
 - When will the work begin, and how long will it take? *Answer would need to be obtained from JTF-HD and Navy Region Hawaii.*
 - How much will the repairs cost? *Unknown.*
23. Has the MOU undergone each of the triennial reviews required by its terms? *No.*
- If so, when? *If was discussed recently that the MOU may need to be looked at for possible revisions as part of the Joint Armed Forces/State of Hawaii Civil Defense Coordination Committee.*
 - What changes were made? *None at this time.*
 - If not, why not? *The U.S. Army and Navy will need to review it under present protocols.*
24. Is there a need to update the MOU? *Yes.*
- If so, what terms or issues need to be addressed? Please elaborate. *Need to include JTF-HD as the protocol for SCD to work with the active military.*

Appendix G

LUALUALEI NAVAL ROAD STUDY

QUESTIONNAIRE

1. Was your agency aware of the existence of a Memorandum of Understanding (MOU) between the Navy, Army, and State Civil Defense regarding general public access to Kolekole Road during civil emergencies?
Yes.
2. Is your agency a party to the MOU?
No.
 - If so, what is your agency's role with respect to the MOU during an event?
If authorized by SCD, the evacuation would be arranged through our County Emergency Operations Center.
 - Who in your agency is responsible for implementing this?
Whoever is Incident Command in the EOC, typically the Director of Emergency Management. The director recommends opening the road to the Mayor or his designee in accordance with HRS 128.
3. Does your agency consider the MOU to still be active?
Yes
 - If not, why not?
4. Is the purpose of the MOU, in its current form, to serve as an authorizing document that merely provides guidance "in principle," or is it meant to be a step-by-step checklist of practical implementing steps for each party to take during an event?
Guidance in principle
 - Is your agency satisfied with the purpose of the MOU, as it is?
Yes
5. What is the triggering mechanism under the MOU for opening the road?
Our request to the State EOC based on evacuation needs.
6. Is the trigger adequately defined in the MOU?
Yes
7. Are there other conditions not specified in the MOU that must be met to trigger the opening of the road?
No

8. Which of the following describes your agency's position regarding the purpose of opening the road: (Please check)

_____ The road should be used for one-way evacuation only: name specific event types that qualify (e.g., tsunami, earthquake, oil spill, etc.).

 X The road should be used for two-way ingress and egress during emergencies due to severe weather, fire, traffic accidents, structural damage to Farrington Highway (e.g., earthquake, sinkhole, fire, flood, etc.).

9. Please list each specific type of event, and the severity of the event, that your agency believes would be sufficient to grant civilian access to the road under the MOU.

There are too many variables to the event types or scale. It should be incumbent upon the Mayor or his designee in the County Emergency Operations Center, in conjunction with the Director of State Civil Defense, to agree upon opening the Road.

10. If an event described in question 9 occurred, would all parties to the MOU automatically agree to open the road, or would each event require inter-agency communication to reach an agreement?

It should be automatic since events could be time critical. Again, an agreed request between State and City Directors of EOC should be sufficient to authorize opening.

11. Would your agency prefer not to have specific event types included as part of the MOU, in order to provide greater flexibility? Or would your agency prefer inclusion of specific event types in order to expedite group action during an event?

We would prefer greater flexibility. We cannot hope to anticipate every event and occurrence. As a practical example, the last time Farrington Hwy was blocked by a lone gunman (2000) no one could go in or out of the Leeward Coast for 8 hours.

12. Which agency initiates action to open the road?

City and County Department of Emergency Management (DEM) recommends opening to the Mayor or his designee in accordance with HRS 128.

13. Does the agency also serve as a "lead agency" in the process? If not, is there a lead agency (i.e., takes charge and coordinates division of labor) and, if so, which agency is it?
DEM in the Emergency Operations Center

- Is the lead agency always the same agency?

Yes

14. Please describe the decision-making process in opening the road.

-Incident Commander in the field or HPD representative in the EOC requests access based on the situation on the ground. Otherwise when the multiple agencies in the EOC is planning for a large-scale evacuation, a decision is reached to open the road.

-The decision is based on how long it would take to evacuate the population and how many people need to evacuate.

-The decision may also be based on how many hours the City thinks the road will be inaccessible.

- Does the final decision rest with one agency? If so, please identify.

No. The ultimate decision rests with the Mayor, who will take input from multiple agencies in the County EOC.

15. What are the specific steps/tasks involved in opening the road and providing access? Please describe in detail.

1. **Consult with Honolulu Police Department, Oahu Transit Services, City Department of Transportation Services, and other essential agencies to begin planning.**
2. **Determine why road is being requested and what our roadblock and traffic plans will be for both ends, including how to control personnel on Schofield and on Lualualei bases.**
3. **Determine how long the road needs to be open and work with all agencies to ensure trafficability remains viable.**
4. **Determine if any shelters or any other needs are required in order to minimize second and third order effects.**
5. **Work with Police to ensure smooth traffic flow, coordinate any blockages created by vehicles traversing the road.**

16. Were you or your agency aware of prior applications/implementations of the MOU?

- If so, please describe the specific prior events involved.
One event for an evacuation around 2006 or 2007

17. If you answered "yes" to question 16, did your agency play a role in the events?

- Was your agency lead on the event, and if not, which agency was the lead?
Yes.

- What specifically did your agency do?

Coordinate opening of road by convening a meeting and requested opening to SCD.

- Did your agency follow the same procedure for each event, or did it do something differently? Please explain.

Same.

- Was the MOU sufficient/adequate to control the division of labor regarding tasks to be accomplished during an event?

Unknown.

18. What logistical challenges or other problems, if any, did your agency encounter during previous events when the road was opened?

Arranging with military to ensure enough time was given for Lualualei to secure all ammunition. They need to do so prior to opening the road to the public.

19. Are there any jurisdictional issues that need to be addressed involving the opening of the road? If so, please explain.

No

20. What effect does the deteriorating condition of the road have on the current status of the MOU?

UNKNOWN

21. If your agency sees the MOU as authorizing only one-way evacuation, is the current state of the road adequate?

- If two-way ingress and egress is required, is the condition of the road adequate?

No. It is dangerous for necessary public transit bus traffic

22. Are there plans to repair the road to the condition necessary to support two-way traffic?

Unknown

- If so, who will do the work?
- When will the work begin, and how long will it take?
- How much will the repairs cost?

23. Has the MOU undergone each of the triennial reviews required by its terms?

Unknown

- If so, when?
- What changes were made?

- If not, why not?

24. Is there a need to update the MOU?

Unknown

- If so, what terms or issues need to be addressed? Please elaborate.