

# REQUEST FOR LEGAL SERVICES

**Date:** October 18, 2023  
**From:** Tom Cook, Chair  
Water and Infrastructure Committee

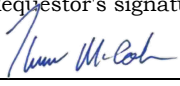
**RECEIVED**  
By Corporation Counsel at 3:52 pm, Oct 18, 2023

TRANSMITTAL  
**Memo to:** DEPARTMENT OF THE CORPORATION COUNSEL  
Attention: Caleb P. Rowe, Esq.

**Subject:** BILL 89 (2023), AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH U.S. GEOLOGICAL SURVEY, PACIFIC ISLANDS WATER SCIENCE CENTER, UNITED STATES DEPARTMENT OF THE INTERIOR (COOPERATIVE WATER-RESOURCE MONITORING PROGRAM)  
(WAI-11)

**Background Data:** Please see revised bill. Please submit your response to wai.committee@mauicounty.us with a reference to WAI-11.

**Work Requested:**  FOR APPROVAL AS TO FORM AND LEGALITY  
 OTHER:

Requestor's signature  Tom Cook, Chair	Contact Person <u>Jarret Pascual or Richard E. Mitchell</u> (Telephone Extension: <u>7141 or 7662, respectively</u> )
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ROUTINE (WITHIN 15 WORKING DAYS)       RUSH (WITHIN 5 WORKING DAYS)  
 PRIORITY (WITHIN 10 WORKING DAYS)       URGENT (WITHIN 3 WORKING DAYS)

SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): October 25, 2023  
REASON: For posting on the November 3, 2023, Council agenda.

## FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO: <u>CPR</u>	ASSIGNMENT NO. <u>2023-0137</u>	BY: <u>GMR</u>
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TO REQUESTOR:  APPROVED  DISAPPROVED  OTHER (SEE COMMENTS BELOW)  
 RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF THE CORPORATION COUNSEL

Date 10/19/23

By 

(Rev. 7/03)

ORDINANCE NO. \_\_\_\_\_

BILL NO. 89 (2023)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH U.S. GEOLOGICAL SURVEY, PACIFIC ISLANDS WATER  
SCIENCE CENTER, UNITED STATES DEPARTMENT OF THE INTERIOR  
(COOPERATIVE WATER-RESOURCE MONITORING PROGRAM)

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. The U.S. Geological Survey, Pacific Islands Water Science Center, United States Department of the Interior (“USGS”) desires to enter into a Joint Funding Agreement for Water Resource Investigations (“Agreement”) with the County of Maui Department of Water Supply (“MDWS”) to continue its cooperative water-resource monitoring program, during the period of October 1, 2023, to September 30, 2024. The total cost of the Agreement is \$247,640, of which \$212,215 will be contributed by MDWS, and \$35,425 will be contributed by USGS.

The purpose of the water-resource monitoring program is to collect data needed to evaluate the status and trends of surface-water and groundwater resources in the County of Maui. Since the 1980s, water-resource data has been collected at selected rainfall, streamflow, and groundwater monitoring stations. The Agreement is attached and incorporated as Exhibit “1.”

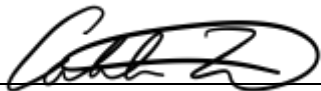
Section 2.20.020, Maui County Code, provides that unless authorized by ordinance, the Mayor must not enter into an intergovernmental agreement or

any amendment that places a financial obligation on the County or any department or agency.

SECTION 2. The Council authorizes the Mayor or his or her authorized representative to execute the Agreement, all other necessary documents relating to the Agreement, and any amendments.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read "Caleb P. Rowe", is written over a horizontal line.

Caleb P. Rowe

Department of the Corporation Counsel  
County of Maui

wai:misc:011abill01:jpp

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 600001187  
Agreement #: 24ZHJFA0000011  
Project #: ZH00GSN  
TIN #: 99-6000618**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Pacific Islands Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Maui - Department of Water Supply party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a water-resources monitoring program according to the list of stations provided in Attachment 1, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$35,425 by the party of the first part during the period October 1, 2023 to September 30, 2024
- (b) \$212,215 by the party of the second part during the period October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

EXHIBIT "I"

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 6000001187  
Agreement #: 24ZHJFA00000011  
Project #: ZH00GSN  
TIN #: 99-6000618

Water Resource Investigations

9 Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U S C § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name Christopher Curran  
Assistant Center Director  
Address 1845 Wasp Boulevard  
Honolulu, HI 96818  
Telephone (808) 690-9603  
Fax (808) 690-9599  
Email ccurran@usgs.gov

Customer Technical Point of Contact

Name Eva Blumenstein  
Planning Program Manager  
Address 2200 Main Street Unit #102  
Wailuku Hawaii 96793  
Telephone (808) 463-3102  
Fax  
Email eva.blumenstein@co.mauai.hi.us

USGS Billing Point of Contact

Name Bles May Daog  
Budget Analyst  
Address 1845 Wasp Boulevard Bld 176  
Honolulu, HI 96818  
Telephone (808) 690-9601  
Fax (808) 690-9599  
Email bdaog@usgs.gov

Customer Billing Point of Contact

Name Edna Manzano  
Address 2200 Main Street Unit #102  
Wailuku, Hawaii 96793  
Telephone (808) 463-3108  
Fax  
Email edna.manzano@co.mauai.hi.us

U.S. Geological Survey  
United States  
Department of Interior

County of Maui  
Department of Water Supply

Signature

JOHN  
By HOFFMANN Digitally signed by  
JOHN HOFFMANN  
Date: 2023.07.25  
14:51:30 -10'00' Date: \_\_\_\_\_  
Name: John P. Hoffmann  
Title: Center Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

MAUI COUNTY SIGNATURE PAGE ATTACHED

COUNTY: COUNTY OF MAUI

By \_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Mayor


APPROVAL RECOMMENDED:

\_\_\_\_\_  
MARIA ZIELINSKI  
Budget Director

\_\_\_\_\_  
SCOTT K. TERUYA  
Director of Finance

\_\_\_\_\_  
JOHN STUFFLEBEAN, P.E.  
Director of Water Supply

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
CALEB P. ROWE  
Deputy Corporation Counsel  
County of Maui

STATE OF HAWAII        )  
                                  ) SS.  
COUNTY OF MAUI        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **RICHARD T. BISSEN, JR.**, to me personally known, who, being by me duly sworn or affirmed, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said **RICHARD T. BISSEN JR.** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	[Stamp or Seal]
Notary Signature: _____	
Date: _____	

**SURFACE WATER**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
16400000	Halawa Stream near Halawa, Molokai, HI Full Range Streamflow Station	\$8,050	\$17,850	\$25,900
16415600	Kawela Gulch near Moku, Molokai, HI Full Range Streamflow Station	\$5,318	\$11,792	\$17,110
16527000	Honomanu Stream near Keanae, Maui, HI Installation of Full Range Streamflow Station		\$42,950	\$42,950
16536000	HAIPUAENA STR AB SPRECKELS DITCH NR HUELO, MAUI Installation of Full Range Streamflow Station		\$42,950	\$42,950
16552800	Waikamoi Str abv Kula PL intake nr Olinda, Maui, HI Full Range Streamflow Station	\$8,050	\$17,850	\$25,900
<b>Total:</b>		<b>\$21,418</b>	<b>\$133,392</b>	<b>\$154,810</b>

**SEDIMENT**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
16415600	Kawela Gulch near Moku, Molokai, HI Sedimentation, Continuous		\$20,270	\$20,270
<b>Total:</b>			<b>\$20,270</b>	<b>\$20,270</b>

**CLIMATE**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
205327156351102	380.0 Puu Kukui Rain Gage at alt 5,771 ft, Maui, HI Precipitation, Continuous	\$4,507	\$9,993	\$14,500
<b>Total:</b>		<b>\$4,507</b>	<b>\$9,993</b>	<b>\$14,500</b>

**GROUND WATER**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
205115556365000	Inventory New Sites, Record and Archive Discontinued Sites		\$12,000	\$12,000
205154156303801	6-5130-02 Waikapu 2, Maui, HI Groundwater level, Continuous	\$2,375	\$5,265	\$7,640
205437156310501	6-5431-01 TH-B, Waiehu, Maui, HI Groundwater level, Continuous	\$2,375	\$5,265	\$7,640
205705156312401	6-5731-05 Kanoa TH, Maui, HI Groundwater level, Continuous	\$2,375	\$5,265	\$7,640
210825157004301	4-0800-01 Kualapuu Deep Monitor Well, Molokai, HI Groundwater level, Continuous	\$2,375	\$5,265	\$7,640
<b>Total:</b>		<b>\$9,500</b>	<b>\$33,060</b>	<b>\$42,560</b>

**WATER QUALITY**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
205405156305401	6-5430-05 Waiehu Deep Monitor Well, Maui, HI Water Quality, Measurement		\$15,500	\$15,500
<b>Total:</b>			<b>\$15,500</b>	<b>\$15,500</b>

**GRAND TOTAL: \$247,640**



INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Alice L. Lee".

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ALICE L. LEE

Upon the request of the Mayor.

## WAI Committee

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**From:** Caleb Rowe <Caleb.Rowe@co.maui.hi.us>  
**Sent:** Thursday, October 19, 2023 9:18 AM  
**To:** WAI Committee  
**Cc:** Alice Hale; Jarret P. Pascual  
**Subject:** WAI-11  
**Attachments:** WAI-11 2023-10-18 RAFL Pascual Ord Auth USGS IGA.pdf

Please see attached.

For the record, “data” is the plural of the singular “datum”, and thus should be followed by a plural verb. I understand people often use it as a singular noun, and thus follow it by singular verb forms. However, that is not grammatically correct, and especially so in this instance as the term is referring to information coming from multiple different sources and thus, is, indeed, intended as plural. Accordingly, the sentence should be “data have” as indicated in the initial draft rather than “data has” as corrected. However, for the sake of expediency I have signed off on your edits, despite my disagreement with that one.

With Aloha,

Caleb P. Rowe  
Deputy Corporation Counsel, County of Maui