

ALAN M. ARAKAWA  
Mayor



DAVID TAYLOR, P.E.  
Director

GLADYS C. BAISA  
Deputy Director

RECEIVED

2018 MAY 10 AM 9:44

OFFICE OF THE MAYOR

DEPARTMENT OF WATER SUPPLY  
COUNTY OF MAUI  
200 SOUTH HIGH STREET  
WAILUKU, MAUI, HAWAII 96793-2155  
www.mauewater.org  
May 07, 2018

OFFICE OF THE  
COUNTY CLERK

2018 MAY 11 AM 9:34

RECEIVED

Honorable Alan M. Arakawa  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Michael White  
Chair, Council of the County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL  
*Alan Arakawa* *5/7/18*  
Mayor Date

Dear Chair White:

SUBJECT: 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

The U.S. Geological Survey, Pacific Islands Water Science Center, United States Department of the Interior ("USGS") is interested in entering into a Joint Funding Agreement with the County of Maui Department of Water Supply ("MDWS") for the installation of a stream gage on the Kanaha Stream. The agreement involves a \$37,050 contribution by MDWS for the collection of data to analyze stream flow diverted by MDWS as well as flows above and below the diversion.

Section 2.20.020 of the Maui County Code requires an ordinance to authorize the Mayor to enter into any intergovernmental agreement which places a financial obligation upon the County or any department or agency. As such, we respectfully request approval of the above-referenced and furthermore attached proposed legislation.

Sincerely,

*Glady C. Baisa*  
GLADYS C. BAISA  
Deputy Director

xc: Eva Blumenstein, Water Resources & Planning Program Manager  
GCB:hk

COUNTY COMMUNICATION NO. 18-209

"By Water All Things Find Life"

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

BILL NO. \_\_\_\_\_ (2018)

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

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

SECTION 1. Purpose. 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 ("Joint Funding Agreement" or "Agreement") with the County of Maui Department of Water Supply ("MDWS") for the installation of a stream gage on the Kanaha Stream below the MDWS diversion and a gage on the MDWS diversion ditch itself, during the period of June 1, 2018 to October 31, 2018. The total cost of the agreement is \$37,050 of which \$37,050 would be contributed by the MDWS.

The purpose of these monitoring stations is to collect data needed to determine the flow in the Kanaha Stream above and below the MDWS diversion and continuously measure the flow diverted by the MDWS. The Joint Funding Agreement is attached hereto and incorporated herein as Exhibit "1".

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the County or any department or agency thereof.

SECTION 2. Authorization. The Council of the County of Maui hereby authorizes the Mayor or his authorized representative to execute the Agreement,

all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:



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JENNIFER M.P.E. OANA  
Deputy Corporation Counsel  
County of Maui  
2017-1044  
JFA w USGS for Stream Gages (2018-04-27)

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

Agreement#: 18WSH100000070  
Customer#: 6000001187  
Project #: ZH00GSN  
TIN #: 99-6000618  
USGS DUNS #: 151140159

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the June 1, 2018, 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 the installation of stream gages in the Kanaha Watershed near Lahaina, Maui 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) by the party of the first part during the period  
June 1, 2018 to October 31, 2018
- (b) \$37,050 by the party of the second part during the period  
June 1, 2018 to October 31, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :  
  
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.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

Form 9-1366  
(April 2015)

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

Agreement#: 18WSHI000000070  
Customer#: 6000001187  
Project #: ZH00GSN  
TIN #: 99-6000618  
USGS DUNS #: 151140159

**USGS Technical Point of Contact**

Name: Brian Loving  
Assistant Center Director  
Address: USGS-PIWSC  
1845 Wasp Boulevard  
Honolulu, HI 96818  
Telephone: (808) 690-9603  
Fax: (808) 690-9599  
Email: bloving@usgs.gov

**Customer Technical Point of Contact**

Name: Eva Blumenstein  
Address: Maui Department of Water Supply  
200 South High Street  
Wailuku, Hawaii 96793-2155  
Telephone: (808) 463-3102  
Fax:  
Email: eva.blumenstein@co.maui.hi.us

**USGS Billing Point of Contact**

Name: Leanne Kitano  
Budget Analyst  
Address: USGS-PIWSC  
1845 Wasp Boulevard  
Honolulu, HI 96818  
Telephone: (808) 690-9562  
Fax: (808) 690-9599  
Email: lkitano@usgs.gov

**Customer Billing Point of Contact**

Name: Eva Blumenstein  
Address: Maui Department of Water Supply  
200 South High Street  
Wailuku, Hawaii 96793-2155  
Telephone: (808) 463-3102  
Fax:  
Email: eva.blumenstein@co.maui.hi.us

U.S. Geological Survey  
United States  
Department of Interior

County of Maui  
Department of Water Supply

Signature

Signatures

By SSS AL Date: Mar 21, 2018  
Name: Stephen S. Anthony  
Title: Center Director

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

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

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

SEE ATTACHED COUNTY OF  
MAUI SIGNATURE PAGE


COUNTY:  
COUNTY OF MAUI

By \_\_\_\_\_  
ALAN. M. ARAKAWA  
Mayor

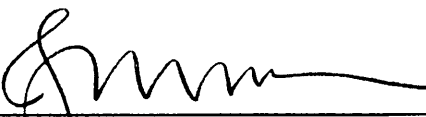
APPROVAL RECOMMENDED:

\_\_\_\_\_  
SANANDA K. BAZ  
Budget Director

\_\_\_\_\_  
MARK R. WALKER  
Director of Finance

  
\_\_\_\_\_  
GLADYS C. BAISA  
Deputy Director of Water Supply

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
JENNIFER M.P.E. OANA  
Deputy Corporation Counsel  
County of Maui

STATE OF HAWAII) ) SS.  
COUNTY OF MAUI )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared ALAN M. ARAKAWA, 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 ALAN M. ARAKAWA 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: _____	

**Attachment 1**

<b>Installation of stream gages in the Kanaha Watershed</b>	<b>MDWS</b>	<b>HDOT</b>	<b>TOTAL</b>
<ul style="list-style-type: none"><li>• <u>Kanaha Stream below Pipeline Intake near Lahaina, Maui</u><ul style="list-style-type: none"><li>○ Installation costs include permitting, planning, equipment and supplies, travel, helicopter sling-loading of materials, local transportation, construction labor and administrative costs</li></ul></li><li>• <u>Kanaha Stream Pipeline Diversion near Lahaina, Maui</u><ul style="list-style-type: none"><li>○ Installation costs include permitting, planning, equipment and supplies, travel, helicopter sling-loading of materials, local transportation, construction labor and administrative costs</li></ul></li></ul>	17,050	6,950	24,000
	20,000	0	20,000
<b>Total</b>	<b>37,050</b>	<b>6,950</b>	<b>44,000</b>