

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

BILL NO. 133, FD1(2024)

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. 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") to continue its cooperative water-resource monitoring program, during the period of October 1, 2024 to September 30, 2025. The total cost of the Agreement is **\$244,619** of which **\$208,960** would be contributed by the MDWS and **\$35,659** would be contributed by the 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 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 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:

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

CALEB P. ROWE  
Deputy Corporation Counsel  
County of Maui  
LF# 2024-1327

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Chris Lee", is written over a horizontal line.

Upon the request of the Mayor.

## EXHIBIT "1"

Form 9-1366  
(May 2018)

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

Customer #: 6000001187  
Agreement #: 25ZHJFA00000011  
Project #: ZH00GSN  
TIN #: 99-6000618

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2024, 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) \$35,659 by the party of the first part during the period  
October 1, 2024 to September 30, 2025
- (b) \$208,960 by the party of the second part during the period  
October 1, 2024 to September 30, 2025
- (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://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366  
(May 2018)

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

Customer #: 6000001187  
Agreement #: 25ZHJFA00000011  
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 Bld 176  
Honolulu, HI 96818  
Telephone: (808) 445-3889  
Fax:  
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.maui.hi.us

USGS Billing Point of Contact

Name: Bles May Daog  
Budget Analyst  
Address: 1845 Wasp Boulevard Bld 176  
Honolulu, HI 96818  
Telephone:  
Fax:  
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.maui.hi.us

U.S. Geological Survey  
United States  
Department of Interior

County of Maui -  
Department of Water Supply

Signature

JOHN HOFFMANN  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: John P. Hoffmann  
Title: Center Director

Digitally signed by JOHN HOFFMANN  
Date: 2024.06.13 13:06:33 -10'00

Signatures

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

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

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

County of Maui - Department of Water Supply  
Attachment 1 for 25ZHJFA00000011  
2024-10-01 to 2025-09-30

**SURFACE WATER**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
16400000	Halawa Stream near Halawa, Molokai, HI Full Range Streamflow Station	\$4,002	\$22,678	\$26,680
16415600	Kawela Gulch near Moku, Molokai, HI Full Range Streamflow Station	\$2,643	\$14,977	\$17,620
16527000	Honomanu Stream near Keanae, Maui, HI Full Range Streamflow Station	\$4,002	\$22,678	\$26,680
16536000	Haipuaena Stream abv Spreckels Ditch, Maui, HI Full Range Streamflow Station	\$4,002	\$22,678	\$26,680
16552800	Waikamoi Str abv Kula PL Intake nr Olinda, Maui, HI Full Range Streamflow Station	\$4,002	\$22,678	\$26,680
16636000	Kanaha Stream ab PL Intake nr Lahaina, Maui, HI Full Range Streamflow Station	\$4,918	\$13,297	\$18,215
16636005	Kanaha Ditch intake from Kanaha Str, Maui, HI Full Range Streamflow Station	\$5,125	\$13,855	\$18,980
Total:		\$28,694	\$132,841	\$161,535

**SEDIMENT**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
16415600	Kawela Gulch near Moku, Molokai, HI Sedimentation, Continuous		\$20,880	\$20,880
Total:			\$20,880	\$20,880

**CLIMATE**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
205327156351102	380.0 Puu Kukui Rain Gage at alt 5,771 ft, Maui, HI Precipitation, Continuous	\$2,241	\$12,699	\$14,940
Total:		\$2,241	\$12,699	\$14,940

**GROUND WATER**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
205154156303801	6-5130-02 Waikapu 2, Maui, HI Groundwater level, Continuous	\$1,181	\$6,690	\$7,871
205437156310501	6-5431-01 TH-B, Waiehu, Maui, HI Groundwater level, Continuous	\$1,181	\$6,690	\$7,871
205705156312401	6-5731-05 Kanoa TH, Maui, HI Groundwater level, Continuous	\$1,181	\$6,690	\$7,871
210825157004301	4-0800-01 Kualapuu Deep Monitor Well, Molokai, HI Groundwater level, Continuous	\$1,181	\$6,690	\$7,871
Total:		\$4,724	\$26,760	\$31,484

**WATER QUALITY**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
205405156305401	6-5430-05 Waiehu Deep Monitor Well, Maui, HI Water Quality, Measurement		\$15,780	\$15,780
Total:			\$15,780	\$15,780
GRAND TOTAL:				\$244,619

COUNTY: COUNTY OF MAUI

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

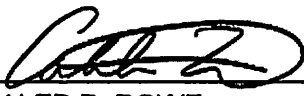
APPROVAL RECOMMENDED:

\_\_\_\_\_  
LESLEY MILNER  
Budget Director

\_\_\_\_\_  
MARCY MARTIN  
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: _____	



DIGEST

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This bill proposes to authorize the Mayor to enter into a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey, Pacific Islands Water Science Center, United States Department of the Interior, to continue its cooperative water-resource monitoring program.

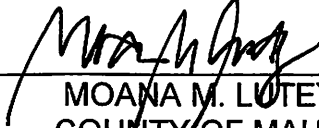
I, MOANA M. LUTEY, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 133, FD1 (2024) was passed on First  
Reading by the Council of the County of Maui, State of Hawaii, on the 13th day of  
September, 2024, by the following vote:

AYES: Councilmembers Tom Cook, Gabriel Johnson, Keani N. W.  
Rawlins-Fernandez, Shane M. Sinenci, Nohelani U'u-Hodgins,  
Vice-Chair Yuki Lei K. Sugimura, and Chair Alice L. Lee.

NOES: None.

EXCUSED: Councilmembers Natalie A. Kama and Tamara A. M. Paltin.

DATED at Wailuku, Maui, Hawaii, this 16th of September, 2024.

  
\_\_\_\_\_  
MOANA M. LUTEY, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk,  
County of Maui, for use and examination by the public.