

REQUEST FOR LEGAL SERVICES

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

TRANSMITTAL

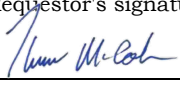
Memo to: DEPARTMENT OF THE CORPORATION COUNSEL
Attention: Caleb P. Rowe, Esq.

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:	ASSIGNMENT NO.	BY:
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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 _____

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:

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

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
Total:		\$21,418	\$133,392	\$154,810

SEDIMENT

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

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
Total:		\$4,507	\$9,993	\$14,500

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
Total:		\$9,500	\$33,060	\$42,560

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
Total:			\$15,500	\$15,500

GRAND TOTAL: \$247,640

INTRODUCED BY:

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

ALICE L. LEE

Upon the request of the Mayor.