

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

BILL NO. 118 (2022)

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, 2022 to September 30, 2023. The total cost of the Agreement is **\$174,584** of which **\$139,153** would be contributed by the MDWS and **\$35,431** would be contributed by the USGS.

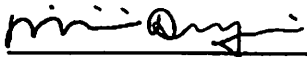
The purpose of the water-resource monitoring program is to collect data needed to evaluate the status and trends of surface-water and groundwater resources in the County of Maui. Since the 1980s, water-resource data have been collected at selected rainfall, streamflow, and groundwater monitoring stations. 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:

  
\_\_\_\_\_  
MIMI DESJARDINS  
Deputy Corporation Counsel  
County of Maui

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Mrs. A. Lee". The signature is written in dark ink and is positioned above a horizontal line.

Upon the request of the Mayor.

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 #: 23ZHJFA0000011  
Project #: ZH00GSN  
TIN #: 99-6000618

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2022, 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) \$35,431 by the party of the first part during the period October 1, 2022 to September 30, 2023
- (b) \$139,153 by the party of the second part during the period October 1, 2022 to September 30, 2023
- (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/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

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 #: 23ZHFA00000011  
Project #: ZH00GSN  
TIN #: 99-6000618

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.maui.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  
Water Resources Planner  
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

Department of Water Supply  
County of Maui

Signature

JOHN  
By HOFFMANN Digitally signed by JOHN  
HOFFMANN  
Date: 2022.06.06 10:23:06  
+10'00' Date: June 6, 2022  
Name: John P. Hoffmann  
Title: Center Director

Signatures

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

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

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

County of Maui - Department of Water Supply  
Attachment for 23ZHJFA00000011  
10/1/2022 to 9/30/2023

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
205405156305401 6-5430-05 Waiehu Deep Monitor Well, Maui, HI miscellaneous QW		\$15,075	\$15,075
	<b>Total:</b>	<b>\$15,075</b>	<b>\$15,075</b>

## SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
16400000 Halawa Stream near Halawa, Molokai, HI Surface Water Real Time Continuous	\$8,051	\$16,549	\$24,600
16415600 Kawela Gulch near Moku, Molokai, HI Surface Water Real Time Continuous	\$5,318	\$10,931	\$16,249
16527000 Honomanu Stream near Keanae, Maui, HI Surface Water Real Time Continuous		\$16,000	\$16,000
16536000 Surface Water Real Time Continuous		\$16,000	\$16,000
16552800 Waikamoi Str abv Kula PL intake nr Olinda, Maui, HI Surface Water Real Time Continuous	\$8,051	\$16,549	\$24,600
205327156351102 380.0 Puu Kukui Rain Gage at alt 5,771 ft, Maui, HI Rainfall Real Time	\$4,507	\$9,263	\$13,770
	<b>Total:</b>	<b>\$25,927</b>	<b>\$85,292</b>

## GROUND WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
205154156303801 6-5130-02 Waikapu 2, Maui, HI Ground Water Water Level Continuous	\$2,376	\$4,884	\$7,260
205437156310501 6-5431-01 TH-B, Waiehu, Maui, HI Ground Water Water Level Continuous	\$2,376	\$4,884	\$7,260
205705156312401 6-5731-05 Kanoa TH, Maui, HI Ground Water Water Level Continuous	\$2,376	\$4,884	\$7,260
210825157004301 4-0800-01 Kualapuu Deep Monitor Well, Molokai, HI Ground Water Water Level Continuous	\$2,376	\$4,884	\$7,260
	<b>Total:</b>	<b>\$9,504</b>	<b>\$19,536</b>

## SEDIMENT

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
16415600 Kawela Gulch near Moku, Molokai, HI Sedimentation, Continuous		\$19,250	\$19,250
	<b>Total:</b>	<b>\$19,250</b>	<b>\$19,250</b>

**GRAND TOTAL: \$35,431 \$139,153 \$174,584**



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Pacific Islands Water Science Center  
1845 Wasp Blvd, Bld 176  
Honolulu, HI 96818

June 10, 2022

Mrs. Helene H. Kau, Director  
Department of Water Supply  
County of Maui  
2200 Main Street Unit #102  
Wailuku, Hawaii 96793

Attention: Eva Blumenstein, Planning Program Manager

Dear Mrs. Kau:

Subject: Joint Funding Agreement to continue our cooperative water-resource monitoring program during the period October 1, 2022 to September 30, 2023

Enclosed is a Joint Funding Agreement (JFA) between the County of Maui Department of Water Supply (MDWS) and the U.S. Geological Survey (USGS) to continue our cooperative water-resource monitoring program during the period October 1, 2022 through September 30, 2023 in the amount of \$139,153 from your agency. U.S. Geological Survey contributions for this agreement are \$35,431 for a combined total of \$174,584. Please sign and return one fully executed original to Bles Daog at the address above.

The purpose of the groundwater-monitoring program is to collect data needed to evaluate the status and trends of water levels in selected wells in the County of Maui. Since the 1980's, water-resource data have been collected at selected rainfall, streamflow, and groundwater monitoring stations as part of Joint Funding Agreements between the USGS and the County of Maui Department of Water Supply. Data are collected by the USGS in accordance with well-documented techniques and quality-assurance procedures. Data are stored in the USGS National Water Information System database and are publicly available on the internet website (<http://hi.water.usgs.gov>).

The number and type of monitoring stations is periodically adjusted to meet current priorities and available funds. A complete list of monitoring stations and associated costs for the period October 1, 2022 to September 30, 2023 (Federal Fiscal Year 2023) is attached to the JFA. Note, the JFA includes the work of site recon and permitting for reestablishing two USGS stations: 16536000 Haipuaena Stream at Spreckels Ditch near Huelo; and USGS station 16527000 Honomanu Stream near Keanae.

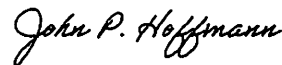
Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Christopher Curran by phone number (808) 690-9603 or email [ccurran@usgs.gov](mailto:ccurran@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Bles May Daog at phone number (808) 690-9601 or email at [bdaog@usgs.gov](mailto:bdaog@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Thank you for your continued interest in working with the USGS to provide water-resource information for the County of Maui.

Sincerely,



John P. Hoffmann  
Center Director

Enclosure  
23ZHJFA00000011  
Attachment 1



DIGEST

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SCIENCE CENTER, UNITED STATES DEPARTMENT OF THE INTERIOR  
(COOPERATIVE WATER-RESOURCE MONITORING PROGRAM)

This bill proposes to authorize the Mayor to enter into an intergovernmental agreement with U.S. Geological Survey, Pacific Islands Water Science Center, United States Department of the Interior to continue its cooperative water-resource monitoring program.

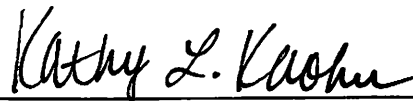
I, KATHY L. KAOHU, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 118 (2022) was passed on First Reading  
by the Council of the County of Maui, State of Hawaii, on the 7th day of October, 2022,  
by the following vote:

AYES: Councilmembers Kelly T. King, Michael J. Molina, Tamara A. M.  
Paltin, Shane M. Sinenci, Yuki Lei K. Sugimura, Vice-Chair  
Keani N. W. Rawlins-Fernandez, and Chair Alice L. Lee.

NOES: None.

EXCUSED: Councilmembers Gabriel Johnson and Natalie A. Kama.

DATED at Wailuku, Maui, Hawaii, this 11th of October, 2022.



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KATHY L. KAOHU, 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.