

ORDINANCE NO. _____

BILL NO. 108 (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 January 1, 2019 to September 30, 2019. 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".

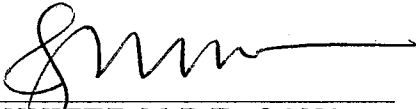
Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the County or any department or agency thereof.

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:

A handwritten signature in black ink, appearing to read 'J. Oana', with a long horizontal flourish extending to the right.

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

2017-1044

JFA w USGS for Stream Gages (2018-08-20)

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

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2019, 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 as described 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) \$0 by the party of the first part during the period January 1, 2019 to September 30, 2019
- (b) \$37,050 by the party of the second part during the period January 1, 2019 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
- (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/fspf/>).

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.

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

Customer #: 600001187
Agreement #: 19WSHI000000070
Project #: ZH009OA
TIN #: 99-6000618

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: lrkitano@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

By  Date: 08/02/2018
Name: Stephen S. Anthony
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Attachment 1

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

DIGEST

ORDINANCE NO. _____
BILL NO. 108 (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

This bill proposes to authorize the Mayor of the County of Maui to enter into an intergovernmental agreement with the United States Geological Survey, Pacific Islands Water Science Center, United States Department of the Interior, for the installation of a stream gage on Kanaha Stream below the Department of Water Supply's diversion and a gage on the Department's diversion ditch itself during the period of January 1, 2019 to September 30, 2019, at a cost to the County of \$37,050.

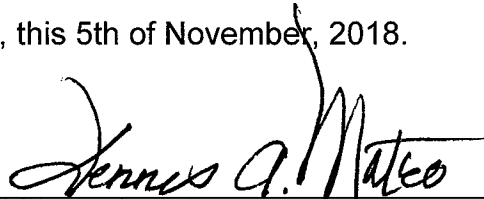
I, DENNIS A. MATEO, County Clerk of the County of Maui, State of Hawaii, DO
HEREBY CERTIFY that the foregoing BILL NO. 108 (2018) was passed on First
Reading by the Council of the County of Maui, State of Hawaii, on the 2nd day of
November, 2018, by the following vote:

AYES: Councilmembers Alika Atay, Eleanora Cochran, S. Stacy Crivello,
Donald S. Guzman, Kelly T. King, Yuki Lei K. Sugimura,
Vice-Chair Robert Carroll, and Chair Michael B. White.

NOES: None.

EXCUSED: Councilmember G. Riki Hokama.

DATED at Wailuku, Maui, Hawaii, this 5th of November, 2018.



DENNIS A. MATEO, 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.