



Governor's Message
No. 13-61
ReD/W&M

GOVERNMENT OF KOSRAE
Office of the Governor
Kosrae State
Post Office Box 158
Tofol, Kosrae FM 96944
Telephone (691) 370-3002/3003/3009

6/8/2023

T.H. Semeon J. Phillip
Speaker
13th Kosrae State Legislature
Tofol, Kosrae FM 96944

Dear Speaker Phillip,

Len wo!

I wish to extend warm greetings to you and the honorable members of the 13th Legislature.

I am transmitting herewith for your review and appropriation action, a proposed bill to provide funding to support the State Protected Area Network/Blue Prosperity Micronesia Coordinator position in the State.

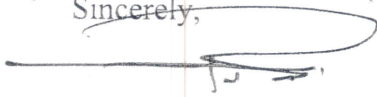
You may find attached contract No.: MCT1092WA1202334, entered into between the Micronesia Conservation Trust and the Kosrae State Government.

Your favorable consideration on the subject proposal is anticipated. .

Do let me know, should you need further information.

Kulo ma lulap!

Sincerely,


Tunesa W. Palik
Governor

Xc : File

"TUKENI OREKMA IN AKWOYE MWET LASR A AN SESR KOSRAE"

"WORKING TOGETHER FOR THE WELLBEING OF OUR PEOPLE AND KOSRAE"

Rec'd 06/08/23
@ 1:37 pm
147

Contract No: MCT1092WAI202334

Contract between: Micronesia Conservation Trust and State Government of Kosrae

Supported Position: State Protected Area Network/Blue Prosperity Micronesia Coordinator

Project period: June 1st, 2023 – May 31st, 2024 (12 months)

Introduction: This Contract originated in the Federated States of Micronesia (FSM), state of Kosrae between the Micronesia Conservation Trust (hereafter called MCT), the Waitt Institute and the State Government of Kosrae, Department of Resources and Development and Department of Treasury (hereafter called Kosrae State). This Contract shall be supported by funding MCT received from the Waitt Institute on behalf of the Blue Prosperity Micronesia Program. The State Protected Area Network/Blue Prosperity Coordinator (hereafter called the PAN/BPM Coordinator) shall carry out the activities under the Terms of Reference (Annex I). MCT will provide one year of salary, fringe benefits (\$21,153.00) and contribution to operating costs including internet, office space, fuel costs, etc. (\$3,847.00) for this position for a total of \$25,000. The administration of this position and funding shall be the responsibility of the State.

1. **Subject of Contract:** The subject of this Contract is to define the organization of this partnership by defining the rights and obligations of MCT as Blue Prosperity Micronesia fiscal sponsor and the Waitt Institute as the donor in order to successfully implement the above-mentioned project.
 - 1.1. The Services Agreement signed between MCT and the Waitt Institute on September 26th, 2022 is the guiding document for this Contract, and takes precedence over all other agreements. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Service Agreement for this project are part of this Contract. MCT and Kosrae State shall be bound to this Contract and the Services Agreement for this project. This includes any further amendments to the Services Agreement as approved by Waitt Institute.
 - 1.2. On the basis of this Contract, MCT and Kosrae State shall contribute to the achievement of the requirements of the Services Agreement together with other partnering agencies performing project activities in accordance with the terms and conditions as stated in this Contract. The parties to this Contract shall carry out the work in accordance with the timetable using their best efforts to achieve the results specified therein. They shall carry out all of their responsibilities under this Contract in accordance with recognized professional standards.
2. **Fund Disbursement and Conditions:** On the basis of the budget agreed upon between MCT and Kosrae State, and as specified in the Introduction of this Contract, MCT will provide funding to support the position of the State PAN/BPM Coordinator for no more than **\$25,000 for 1 year**.
 - 2.1. MCT will transfer 50% of the total funds to the State upon full execution of the contract, 40% transfer upon receipt and approval of report (financial and narrative reports) on the 3rd quarterly report project and the final 10% upon receipt and approval of the Final Report (Financial and narrative).

5. **Specific obligations of the State:** Kosrae State shall respect all rules and obligations set forth in the Services Agreement. In addition, the Kosrae State shall:

- Commit to supporting the State PAN/BPM Coordinator in carrying out the activities specified in the Terms of Reference and foster the implementation of the project;
- Provide the State PAN/BPM Coordinator the facilities, equipment and material necessary to perform the project activities;
- Ensure that the State PAN/BPM Coordinator communicates to BPM on a regular basis through monthly updates via email, phone call or in person meetings;
- Ensure continuous interaction between Kosrae State and other partnering agencies;
- Provide MCT both narrative and financial report on a quarterly basis;
- Inform MCT, Waitt and BPM immediately about any delays in the performance of the activities or any circumstance that could lead to a temporary or final discontinuation of the project at the state level
- Inform MCT, Waitt and BPM about any change in personnel, tasks or procedures of its project team;
- Maintain a sound accounting code for all transactions relating to the project;
- Provide to MCT the bank account details to transfer the funds;
- Keep separate and accurate financial records of the funds provided for the salary of the State PAN/BPM Coordinator;
- Provide to MCT necessary supporting documents relating to the project upon request.

6. **Correspondence and Notice**

- 6.1. The State will direct all correspondence, activity reports, and financial reports to **Drinnette James, Grants Officer and Tamara Greenstone-Alefaio Conservation Program Manager**. The individual authorized to sign modifications on behalf of MCT is **William Kostka, Executive Director**.
- 6.2. The person authorized to sign modifications on behalf of the State of Kosrae, **Steven Palik, Administrator, Kosrae Island Resource Management Authority**.
- 6.3. Correspondence and Notices shall be addressed as follows:

6.3.1. To MCT

Drinnette James
Tamara Greenstone-Alefaio
Micronesia Conservation Trust
P.O BOX 2177 Kolonia
Pohnpei, FM 96941
Tel (691) 320-5670/8903
e-mail: grj@micronesiaconservationtrust.org
tamara@micronesiaconservationtrust.org

6.3.2. To State

Steven Palik
Director
480 Tofol Main Street
Tel: (691)370-3646
Email: s.asupalik@gmail.com

Signature

Steven Palik

William N. Kostka

Title

Director

Executive Director

Date

5.23.23

05/29/2023

For

Kosrae Island Resource Management Authority

Micronesia Conservation Trust

Tulensa W. Palik

Lipa L. George

Johnson Asher

Title

Governor

Director

Attorney General

Date

5.26.23

5.26.23

5.28.23

For

Kosrae State Government

Kosrae State Finance & Treasury

Kosrae Attorney General Office

Title

Kathryn Mengerink

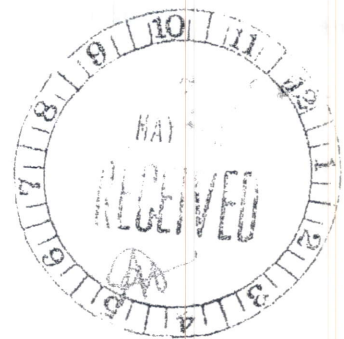
Executive Director

Date

06 / 05 / 2023

For

The Waitt Insitute



5/24/23