



COUNTY OF MAUI  
DEPARTMENT OF WATER SUPPLY



WATERSHED PROTECTION GRANTS PROGRAM  
FISCAL YEAR 2020

*“By Water All Things Find Life”*

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## 1.0 DWS Grant Application Process

### 1.1 Review the Watershed Protection Grants Program RFP and Application

It is important to review and follow the Department of Water Supply (DWS) Request for Proposal (RFP). Applicants who do not follow RFP guidelines are subject to disqualification.

The latest Watershed Protection Grants Program RFP and Application are available at the County of Maui website at:

<http://hi-maui-county.civicplus.com/1883/Watershed-Protection>

### 1.2 Application Timeline

The following application timeline will help you plan for your grant award if you have fulfilled and meet all necessary requirements. Please keep in mind that processing dates on the timeline are subject to change.

PROCESS	TIMEFRAME*
Advertising of RFP	August 15, 2018
<b>Grant applications due</b>	<b>September 17, 2018 4:30 p.m. deadline</b>
Proposal evaluation completed	September 21, 2018
<b>Pre-award notification</b>	<b>September 24, 2018</b>
DWS to submit proposed Watershed Protection Grant awards to Fiscal Division for review then forward to Mayor's Budget Office	September 25, 2018
County Council receives Mayor's approved budget amount	March 2019
Budget approved by County Council	June 2019
<b>Tentative date of notification of final award</b>	<b>June 7, 2019</b>
<b>Revised proposal due (if there are changes requested by DWS in the pre-award notification)</b>	<b>June 14, 2019</b>
<b>Drafting and processing agreements</b>	<b>3 weeks</b>
<b>Applicant signature and notarization</b>	<b>By July 5, 2019</b>

PROCESS	TIMEFRAME*
Estimated Agreement start date	September 2019
Award end date (financial obligations and deliverables deadline); start of project closeout	September 2019
Grant project closed; deadline to submit all required financials and invoices	90 days after award end date

\*Dates are subject to change

### 1.3 Disclosure and Reporting Requirements

In order to be processed and evaluated, grant applications must include **all** of the required organizational and legal documentation (Section 1.4), project proposal requirements (Section 4.1), and application forms (Section 4.2) by the application deadline (Section 1.2).

### 1.4 Required Documentation and Forms

Applicants must submit the following documents and forms as provided for in the DWS Watershed Protection Grants Program:

- a. Tax Clearance Certificate or Certification of Vendor Compliance (certified and dated within the last six (6) months).
- b. Annual Financial Statements - provide current financial statements for the past three (3) years. One (1) year must be audited.
- c. DWS Grants General Terms and Conditions signed by the authorized grant administrator.
- d. The names of other funders and grants for the proposed project with DWS, including their individual contribution amount.
- e. An administrative breakdown of direct and indirect cost rates not exceeding the allowable percentage of the total grant amount. The direct and indirect administrators must also be identified. [The expenditure functions for both direct and indirect costs will be outlined in the General Terms & Conditions]
- f. All fillable forms included in the Watershed Protection Grants Program Application, including those forms to exercise a multi-term agreement.

It is the responsibility of the Applicant to ensure that certificates and financial statements are current. Outdated certificates and financial statements will not be accepted for new applications and may disqualify applicants if they are not submitted by the proposal deadline.

Section 4.2 provides the Required Documents and Forms Checklist (Form B) along with other required forms which must be completed thoroughly and updated on a quarterly basis for quarterly reporting.

## 1.5 Budget Instructions

It is important that the grant financial administrator(s) and project managers closely monitor and coordinate the movement of budgeted grant funds to ensure that the following budgetary and expenditure rules are followed:

1. Budgeted grant funds are for the sole purpose of completing the necessary tasks for deliverables. Project vehicles, equipment, supplies, and materials are not to be purchased or used for personal or recreational purposes.
2. There is a Payment Schedule to be followed for Non-Fixed and Fixed Expenses which have different allowable percentage drawdowns for each quarter of the performance period as follows:

### Non-Fixed

Non-Fixed			
First Quarter	Second Quarter	Third Quarter	Fourth Quarter
*70%	*50%	*30%	*10%
* Non-Fixed Expenses shall be itemized under the appropriate application forms and converted to a percentage of the total grant award amount. The allowable percentage per quarter will only apply to that percentage and <b>NOT</b> to the total award amount. Percentages are fixed and unspent funds shall not be transferred for Fixed Expenses.			

### Fixed

Fixed			
First Quarter	Second Quarter	Third Quarter	Fourth Quarter
*Variable %	*Variable %	*Variable %	*Variable %
*Form Q, Calculation Worksheet, shall be used to withhold ten (10) percent of the total award amount. It will generate an even quarterly variable percentage rate in which an additional ten (10) percent will be added in the fourth quarter. It will also generate a maximum allowable drawdown amount for the first three quarters, leaving only a ten (10) percent reserve by the end of the fourth quarter for final payment. Variable percentages only apply to Fixed Expenses based on the total grant award amount.			

All payment requests shall be the sum of Non-Fixed and Fixed Expenses. Only Fixed Expenses are variable with a front-end and tail-end loading schedule. Final request for payment shall be equal or less than the ten (10) percent automatically reserved by DWS for final payment.

3. Moving allocated or unspent funds from one expense category (see Form D) to another is generally prohibited. Proposals should only justify the requested amount for each expense category to fulfill Agreement obligations and deliverables during the performance period. Requests to take funds from one category to another is construed as a deviation from the original proposal. It is advised that projects pre-negotiate procurement cost in advance of submitting grant proposals. DWS cannot be responsible for the possibility of price changes for goods and services affected by inflation or market fluctuations.
4. Administration costs are expenses incurred to administer the grant project. They include, but are not limited to, the cost of providing:
  - a. Contracting services and administration for payroll and other administrative project needs. This should not include the costs for office supplies, utilities, telephones, travel and entertainments which should be itemized for each given expense category provided.
5. Proposed budget items are subject to review and exclusion by DWS. DWS may refuse any cost item(s) determined to be extraneous or lacking sufficient justification. You may be asked for additional justification and for a minimum of three (3) separate written vendor quotes for large purchases above \$4,999.99. Additional quotes for lesser cost items may be requested for premium brands that may have comparable value brands that offer the same use, quality and functionality.
6. Other funding sources identified in Other Funders & Grants (Form P) should only be applicable to the project deliverables activities agreed upon with DWS.
7. Direct and Indirect costs cannot exceed 15% of the final grant expenditure amount.
8. Budget narrative justification –
  - a. Provide a detailed explanation of the need for each cost item as it pertains for a given task or deliverable.
  - b. Provide specific details for personnel and payroll taxes and fringe benefits.
  - c. Personnel overtime (OT) must be fully justified.
9. Audit – The County requires an agency audit once every three (3) years and will pay a portion of such audit costs.
10. Reimbursements - Copies of invoices and receipts must be legible and include written justification on items purchased, and are approved/signed by the project manager or Project Administrator. Illegible copies or quoted invoices will not be accepted for payment.
11. Contact and consult with you grant administrators **BEFORE** contacting DWS about changes that may affect existing management plans and budgets which include, but are not limited to:
  - a. New purchases that were not included in your proposal and for the possibility of requesting DWS for the reallocations of funds.
  - b. Any other grants administration issues that affect budgets and deliverables.

12. Other important budget reporting instructions may be detailed under Section 4.2, Required Documents and Forms, including within the individual fillable expenditure reporting forms provided under Section 4.3, Grant Application Forms.

Other considerations and important steps to be taken by the applicant are as follows:

1. Exercise caution and responsibility when requesting funds. Awards are considered based on clear justification concerning the costs and activities to achieve agreed upon deliverables within the start and end dates of your performance period only. Do not invoice DWS for any invoices that do not fall within these dates.
2. Ensure that totals for each expense category are reconciled and documented accordingly. Requesting budget changes after the submission of your Project Budget Summary may result in a 2-3 month delay in reimbursement or denied.
3. Avoid spending down large amounts of unspent funds close to a project closeout date. All project related expenditures should be purchased for use during the agreed upon performance period. Please see Grant Performance Period (Section 2.3), General Terms and Agreement (Section 3.0), and the agreement portion of your project grant Agreement if you are awarded funding for terms and conditions related to budgetary changes and reporting.
4. DWS is not responsible for costs incurred after the specific performance period has expired.

## 1.6 Application Submittal

A completed application must be signed and authorized by the authorized grant administrator. At the time of submittal, please send one hard copy and an electronic version showing the signed page. All application materials must be received at the Maui County Department of Water Supply's Division of Water Resources and Planning Office by 4:30 p.m. on **Friday, September 17, 2018**. Late applications will not be accepted.

The following **two (2)** methods are required to submit applications, forms, documents and reports:

1. One hard copy to the following mailing address:

County of Maui Department of Water Supply  
Water Resources and Planning Division  
2200 Main Street, Ste 102  
Wailuku, HI 96793  
Attn: Robert DeRobles

**Offices close at 4:30 p.m. Proposals received after 4:30 p.m. will be considered late and may not be accepted.**



2. One soft copy (electronic) to the following email address:

[robert.derobles@co.maui.hi.us](mailto:robert.derobles@co.maui.hi.us)

Soft copies may also be uploaded to your selected online cloud service for easy download or delivered via USB flash drive. Please be sure to verify accessibility by DWS to the correct download link to your cloud service before the deadline date.

For more information, contact Robert De Robles at (808) 463-3113.

## 2.0 Grant Application Review and Award Process

### 2.1 Grant Review

All grant applications will be reviewed by a committee tasked with reviewing and evaluating all grant applications. Grant committee members will be provided with all the necessary forms and reports originally provided and updated by the applicant. They will also be instructed on how to analyze them, and how to evaluate and review grant applications. DWS will meet with the selected grant committee members to discuss the merits of each grant application and to determine an appropriate grant funding award.

The Grants Evaluation Committee will review and evaluate the applications based on the following criteria with the maximum points achievable:

<b>EVALUATION CRITERIA</b>	<b>*MAX. POINTS</b>
Degree to which the public uses and benefits from subject project to protect or enhance drinking water supply and provide public education opportunities	25
Cost to benefit ratio; projects that have significant potential to protect or enhance water supply and quality per grant dollar; and the plan to tackle the complexity of the project	20
Ability to administer and manage DWS grants efficiently and diligently including: <ul style="list-style-type: none"><li>● Program efficiency to optimize use of funds and reduce costs</li><li>● Financial reporting</li></ul>	15
Ability to complete deliverables and complete projects timely within a planned scope of work, including project performance history.	15
Project improvement over the last three (3) years	15
Matching/leveraged funds obtained from other sources as part of the current proposal or a proposal approved in FY 2019	5

Quality and completeness of the application package	5
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**\*The total number of points possible for each proposal is one hundred (100)**

(Note, if the applicant has not been awarded a grant during one or more of the last three years, the rating schedule will be appropriately adjusted.)

## 2.2 Award Notification Process

Based on the Grant Committee recommendations, DWS will forward the recommended grant funding to our Fiscal Office for inclusion in the FY 2020 Mayor’s Budget proposal to the County Council. Applicants will also receive pre-award notification. Final award notification will be sent as soon as the Council approves the budget and the Mayor signs.

DWS will commence processing the grant agreements and request for any other documents needed to execute the agreement by July 30, 2018. After the grant receives initial approval, it will be sent for signature and notarization to the applicant’s point of contact (Authorized Administrator) as indicated in the cover sheet of the application (Form A). Upon receipt by DWS of an authorized and signed grant agreement, the grant agreement will be routed to the authorizing County departments for final approvals. A copy of the final grant agreement will be sent to the grantee. The effective date of the grant will be indicated in the Notice to Proceed Received and Acknowledged document.

Applicants are responsible for reading the entire grant agreement to ensure an understanding of the requirements to maintain the grant, including quarterly financial and programmatic reporting mandates and invoicing procedures.

## 2.3 Grant Performance Period

The grant performance period is for one (1) year commencing on the date the applicant acknowledges and receives the dated Notice to Proceed (NTP) letter. A multi-term option is available, but each grant performance period should include only the proposed deliverables in the current fiscal year that ties into subsequent years 2 and 3. A six (6) month extension is possible thereafter, if written justification explaining extenuating circumstances that prevent reasonable completion of work from your Grant Administrator is received and approved by DWS. In general, an extension is granted for the closure of projects and not for the expansion of a deliverable or spending down unspent funds. No further extension will be granted after a six (6) month extension and remaining encumbered funds will lapse.

Please see Grant Performance Period (Section 2.3), General Terms and Agreement (Section 3.0), and the agreement portion of your project grant Agreement for specific terms and conditions related to budgetary changes and reporting if you are awarded funding.

### **3.0 General Terms and Conditions – DWS Grants**

In consideration of the grant of County funds, GRANTEE covenants and agrees to the following conditions in the use and administration of County funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Agreement and any subsequent amendments, the terms, provisions, conditions and/or covenants contained in said body shall prevail.

**1) RECORD KEEPING**

Grantee shall keep records and prepare reports, including detailed, separate financial records relating to all grant funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit an expeditious determination to be made at any time of the status of funds within the award, including any disposition of all funds received from the County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement.

**2) QUARTERLY REPORTS**

Grantee shall provide the County with written, narrative, quarterly status reports within thirty (30) calendar days of the end of each report quarter (excluding the final quarter). These reports shall contain the following information:

- a. A summary of program status in relation to goals, objectives, and scheduled actions steps outlined in the grant application;
- b. Contact information and all other relevant information regarding people or businesses served;
- c. Financial status report of County funds used; and
- d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.

**3) FINAL REPORT**

Within thirty (30) days of the expiration of the Performance Schedule or completion of the Project, or termination of the Agreement, whichever is sooner, Grantee shall submit to the County a final project report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and shall contain the following:

- a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement;
- b. A list of expenditures incurred in the performance of this Agreement;
- c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
- d. Contact information and all other relevant information regarding people or businesses served;
- e. Financial status report of County funds used; and
- f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.

**4) FINANCIAL AUDITS**

Grantee shall supply the County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow the County to audit or inspect Grantee's records, report books, files, and other financial records and documents upon request of the County to determine compliance with the terms of this Agreement, measure program effectiveness, and assure proper expenditure. Grantee shall cooperate fully and assist the County in any such audit or inspection.

**5) NONPROFIT STATUS**

If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict of interest situations, as required by Section 3.36.040(c), Maui County Code.

**6) INSURANCE**

- a. Comprehensive General Liability Insurance Grantee, and anyone acting under its direction or control or on its behalf, shall procure and maintain in full force and effect at all times during the term of this Agreement, Comprehensive General Liability Insurance issued by a company authorized to do business in the State of Hawaii and approved by the County, with combined single limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for property damage liability and bodily injury liability, or such other limit acceptable to the County. Such insurance shall include coverage in like amount for products/completed operations, contractual liability, and personal and advertising injury. "Claims made" policies are not acceptable under this section.
- b. Automobile Liability Insurance If an automobile or automobiles are required to perform any or all of the services or activities described in this Agreement, Grantee, and anyone acting under its direction or control or on its behalf, shall procure and maintain in full force and effect at all times during the term of this Agreement, Automobile Liability Insurance issued by a company authorized to do business in the State of Hawaii and approved by the County, and complying with

Chapter 431:10C, Hawaii Revised Statutes, as amended, in an amount of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person with respect to bodily injury and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for each occurrence with respect to property damage.

- c. Professional Liability Insurance If licensed professional services are required to perform any or all of the services or activities described in this Agreement, Grantee, and anyone acting under its direction or control or on its behalf and any subGrantees responsible for performing that service or activity, shall procure and maintain in full force and effect at all times during the term of this Agreement, Professional Liability Insurance issued by a company authorized to do business in the State of Hawaii and approved by the County, in an amount of at least ONE MILLION DOLLARS (\$1,000,000).
- d. Grantee shall also carry Workers' Compensation and Employers' Liability Insurance for Grantee's employees in the amounts required by applicable law.

Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

Grantee shall provide the County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The insurance policies shall name the County of Maui, its departments, officers, employees, volunteers, and agents as additional insured, with the exception of professional liability. The insurance policies shall include a duty to defend the County, its departments, officers, employees, volunteers, and agents against any loss, liability, claims, and demands for injury or damage, including but not limited to, claims for property damage, personal injury, or wrongful death, arising out of or in connection with Grantee's actions and/or performance of this Agreement. Prior to the commencement of this Agreement, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverages and provisions. If the scheduled expiration date of an existing insurance policy is sooner than the termination date of this Agreement, Grantee shall, upon renewal of the policy, furnish the County with a copy of the updated certificate of insurance. The County reserves the right to request and receive a certified copy of the policies.

- e. Other Insurance Provisions For any claims related to this Agreement, Grantee's insurance coverage shall be primary as respects the County, its departments, officers, employees, volunteers, and agents. Any insurance or self-insurance maintained by the County, its departments, officers, employees, volunteers, and agents shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by the County that

does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or the County's rights under the terms of this Agreement.

**7) INDEMNIFICATION**

Grantee shall be responsible for all damages, injury, or death caused by Grantee, its officers, directors, members, employees, volunteers, and agents, in the course of their services and activities under this Agreement and Grantee shall pay for such damages, injury, or death. Further, Grantee shall indemnify, defend, release, and hold harmless the County, its departments, officers, employees, volunteers, and agents, from and against any and all manner of actions and claims arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, directors, members, employees, volunteers, or agents, occurring during or in connection with the performance of Grantee's responsibilities, services, or activities under this Agreement. Grantee shall reimburse the County for any judgments, costs, and expenses, including attorney's fees, incurred in connection with the defense of any such claim, or incurred by the County in enforcing this Agreement. Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination, or surrender of this Agreement. This indemnification provision is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and if any portion is held invalid, the balance shall notwithstanding continue in full force and effect.

**8) SUBCONTRACTS**

Grantee shall not procure or subcontract any part of the services or activities under this Agreement without the prior written consent of the County. All subcontracts entered into by Grantee shall be in writing.

**9) EMPLOYEE COMPENSATION**

Grantee shall not use grant funds to compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not use grant funds to pay any commissions, bonuses or similar to its employees.

**10) COUNTY RECOGNITION**

Grantee shall give the County, and if applicable, the State of Hawaii, appropriate recognition in all grant-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.

**11) GRANTEE COMPLIANCE**

Grantee shall strictly comply with its articles of incorporation and/or bylaws and all relevant County, State, and Federal laws, rules, and regulations concerning Grantee's policies and operations.

**12) NO DISCRIMINATION**

Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client

services on the basis of sex, sexual orientation, national origin, age, race, color, religion, or disability. Grantee shall comply with all applicable Federal and State laws prohibiting discrimination.

**13) PROGRAM ALTERATION**

Grantee shall not alter program plans which provided the justification for the grant without first obtaining the prior written consent of the County. Grantee shall inform the County of any proposed changes to the budget allocations, project description, or project schedule.

**14) MODIFICATION OF AGREEMENT**

Any modification, alteration, or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental agreements executed by the County and Grantee.

**15) DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT**

Grantee shall be deemed to be in default of this Agreement if:

- a. Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
- b. Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
- c. Grantee abandons or discontinues its operations for a period in excess of thirty (30) days; or
- d. Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States; (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) days; (iii) is adjudicated bankrupt under the bankruptcy laws of the United States; (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction; (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors; (vii) has its bank accounts, property, or receivables attached and such attachment proceedings are not dismissed within sixty (60) days; or (viii) is dissolved or liquidated.

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, the County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to Grantee of such suspension or termination;
- b. Withhold grant fund payments pending correction of the noncompliance;
- c. Disallow all or part of the cost/expense of the work, activity, or action not in compliance;

- d. Withhold additional award(s) to Grantee; and
- e. Terminate this Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of Agreement.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to Grantee thirty (30) calendar days before the effective date of such suspension or termination. Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by Grantee pursuant to this Agreement shall be transferred to the County.

**16) COSTS INCURRED DUE TO SUSPENSION OR TERMINATION**

The County shall not reimburse Grantee for any costs incurred by Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to Grantee.

**17) WITHHOLDING OF PAYMENTS**

The County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

**18) PROSELYTIZATION PROHIBITED**

Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

**19) ENTERTAINMENT OR PERQUISITES PROHIBITED**

Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's personal expenses.

**20) ALCOHOL PROHIBITED**

The County will not reimburse for any alcohol expenses.

**21) LOBBYING PROHIBITED**

Grantee shall not use grant funds for lobbying purposes or activities.

**22) REVERSION OF ASSETS**

Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, Grantee shall either:

- a. Pay the County the current fair market value of the asset; or



- b. Transfer control of the asset to the County.

Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, Grantee shall submit to the County an inventory of all real and personal property acquired with County funds and costing \$250.00 or more. Furthermore, Grantee shall transfer to the County:

- a. Any County funds on hand at the time of expiration or termination of this Agreement;
- b. Any account receivables attributed to the use of County funds; and
- c. Any real and personal property acquired or improved in whole or in part with County funds.

**23) PRODUCTION OF INFORMATION**

Grantee shall comply with all requests of the County and the State of Hawaii, if applicable, for information and reports regarding the Project and Grantee's operations.

**24) COMPLIANCE WITH LAWS**

Grantee shall comply with all applicable Federal, State, and County laws, rules, regulations, licensing requirements, applicable accreditation, and other standards of quality generally accepted in the field of Grantee's activities.

**25) METHOD OF PAYMENT**

Unless otherwise specified herein, Grantee shall submit on its company/agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, and other documents are submitted. Each reimbursement request shall:

- a. Identify the Project, the nature of the work or materials provided, and the specific phase of the Project for which the work or materials were provided.
- b. Contain only project related expenses paid only by corporate billing and payment methods.  
Reimbursement requests will not be approved for purchases using private credit or debit cards unless absolutely necessary, allowable under the administrator's reimbursement policy and when the appropriate corporate payment method is unavailable.
- c. Be signed and verified by an authorized representative of Grantee as to its accuracy and verified by a designated County official.
- d. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement.
- e. Include copies of bills, invoices, receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor agreements, Agreements, purchase orders, and other documents providing verification of work completed in accordance with this Agreement.
- f. Be presented in duplicate, with two (2) complete sets of all items submitted.

Grantee shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order, or request for payment sent to the County is correct, complete, and in accordance with the terms of this Agreement. Initial and final payment under this Agreement shall be subject to receipt by the County of original tax clearance certificates for Grantee from the State of Hawaii.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's Project, receipt by the County of a final written report which the County finds to be acceptable, and, if applicable, receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by the County.

**26) PROGRAM INCOME**

"Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings from grant funds, or assets of the project funded by grant funds, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees, or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.

**27) PROCUREMENT**

If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.

**28) INSPECTIONS AND MONITORING**

Grantee shall permit the County or its duly authorized agent free access to any and all of Grantee programs, facilities, events, or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigating, researching, or formulating programs, services, or related policies and procedures or when the County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.

**29) PERSONNEL REQUIREMENTS**

a. Grantee shall secure, at Grantee's own expense, all personnel required to perform this Agreement.

- b. Grantee shall ensure that Grantee's employees, volunteers, and agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State, or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees, volunteers, and agents are complied with and satisfied.
- c. Grantee and Grantee's employees, volunteers, and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and Grantee and Grantee's employees, volunteers, and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to County employees.

**In the event Grantee fails to adhere to any of the conditions listed herein, the County may withdraw any part or all of the grant at the County's sole discretion and without advance notice. Grantee shall be held liable for any grant funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.**

The undersigned hereby certify that he/she has read and understands all terms, conditions and specifications pursuant to this grant application. The undersigned stipulates that he/she has the capacity and authority to submit this grant application, and to fully administer the proposed program.

\_\_\_\_\_  
Grant Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name /Title

## **4.0 Grant Application**

### **4.1 Project Proposal Requirements**

The format and design of project proposals may vary. However, applicants and subsequent Grantees must complete and submit the Applicant Information Form (Form A), Required Documents and Forms (Form B), Deliverables Reporting Form (Form C), Project Budget Summary Form (Form D), Calculation Worksheet (Form Q), and Forms E to P.

The DWS Watershed Protection Grants Program was established to maintain and increase efficient hydrologic processes which feed our surface and ground water supply. Non-native animals and non-indigenous plant species threaten the watersheds' ecosystem and must be controlled and eradicated to ensure sufficient water recharge. Proposals should demonstrate how conservation activities help to enhance and protect water resources supply recharge. The following questions and requirements with respect to the stated goals of the DWS Watershed Protection Grants Program must be answered and included in the application proposal:

#### **4.1.1 Project Background**

Describe how your proposed work will benefit and/or improve the drinking water supply of Maui County. A timeline should be provided for a multi-term agreement and narrative should answer why and how the proposed work is important and relevant to the DWS mission statement – *To Provide Clean Water Efficiently*. What are the consequences of not doing this work in the context of preserving, protecting and sustaining Maui County's drinking water supply?

- a. Please provide background information about your organization, including an organizational chart.
- b. Please provide maps, figures, and photos as appropriate.

#### **4.1.2 Project Goals and Objectives**

How will your project address the need to provide future drinking water source and supply for the Maui County DWS?

- a. What are the benefits of your work? Does your existing watershed management plan have clear objectives and goals to address specific threats and problems recognized and approved by DWS?
- b. Please clearly define your methodological approach to achieve desired results which contribute to DWS's objectives to conserve Maui's County's water sources and to provide clean water efficiently?
- c. If possible, quantify the value of what you are proposing.
- d. Please explain how you will implement best management practices, foster

innovation, and exemplify efficient execution of a program management plan to produce quantifiable results.

### **4.1.3 Location and Size of Project Area**

- a. Provide quantifiable information, such as where you will be conducting your work and the size of the area you plan to address through your proposal.
- b. Provide maps, aerial and other photos, and graphics as necessary.
- c. Show the proximity of your proposed work to the nearest DWS water source(s).
- d. Explain how your efforts in the location and project area may enhance available and clean water supply.

### **4.1.4 Scope of Work**

Describe the work you are proposing over a multi-term, if applicable. Please explain in terms that is easily understood to answer the following:

- a. Is your project scope of work well-organized, practical, and cost-effective?
- b. What are your integrated measures to prevent further watershed or water supply degradation and to help restore and preserve Maui County's watersheds?
- c. What are your project's scientific and technical merits, and how will they help continually produce useful results to enhance Maui County's water supply and advance the watershed conservation field?
- d. Does your scope of work include public outreach and education?

Submit a scope of work for subsequent years 2 and 3, if a multi-term agreement option is to be exercised. It is important to include narrative for the following years in your proposal based on your management plan and to provide all forms under Section 4.1, Project Proposal Requirements, for each subsequent year. These forms, named Year 2 and Year 3, may be found as attachments as per Section 4.2, Forms, and Section 4.3, Submission Forms.

### **4.1.5 Timeline**

Applicant proposals should contain a detailed timeline to provide accurate work dates that outline deliverable activities and when they are planned for completion through year 1 to 3. The timeline must start and end within each performance period for each fiscal year's funding, but extends for up to 3 performance periods which chronologically ties together to comprise of a multi-term scope of work. Proposal timelines take into account the requirements stipulated under Section 1.4, Required Documentation and Forms; Section 1.5, Budget Instructions; Section 2.3, Grant Performance Period; and, Section 3.0, General Terms and Conditions.

## **4.2 Forms**

All of the following forms must be filled and submitted with your application:

### **4.2.1 Applicant Information**

(Form A) Applicant Information

Persons listed in Form A should be directly involved and knowledgeable about the application and the watershed protection project being proposed. Likewise, they should also be aware of the project status at any given time in case questions arise concerning deliverables and accounting issues.

### **4.2.2 Required Documents and Forms Checklist**

(Form B) Required Documents and Forms

Using the checklist in Form B to ensure compliance, applicants must submit all of the required documents and forms outlined in the current year RFP and the DWS Grant Application Process (Section 1.0). Be sure to obtain the most current documentation and forms to be checked off as an attachment to your application. Your grant application will not be processed without all of the required documents and forms.

### **4.2.3 Project Deliverables**

(Form C) Deliverables Reporting Form

Form C is to be filled out for your proposal and for each subsequent quarter of your performance period if you are awarded a grant from DWS. Careful consideration should be given to your Target Goal. Reaching your Target Goal can be obtained incrementally over Four (4) quarters until the deliverable is 100% complete.

Applicants should exercise caution and responsibility when requesting budget amounts for expenses and deliverables. Awards are considered based on applications with clear justification concerning the costs and activities to achieve agreed upon deliverables.

### **4.2.4 Budget Summary**

(Form D) Project Budget Summary

Form D is to be filled out for your proposal and for each subsequent quarter of

your performance period if you are awarded a grant from DWS. Refer to Section 4.2.5, Expenditures, to find the current amount of each of the expenditure categories for each quarter. Each form has a small section at the bottom to provide narrative/comments/notes. Please attach narratives/justifications behind each form, if you need more room for additional details. Provide a budget narrative for Forms E through P describing your proposed budgets for each expense category, including any additional funders and grants to be used to complete your deliverables. Provide an explanation of the breakdown of personnel costs (e.g. fringe benefit rate), administrative and overhead fees, materials and equipment.

#### **4.2.5 Expenditures**

(Form E)	Payroll
(Form F)	Transportation
(Form G)	Contractual Services
(Form H)	Facilities
(Form I)	Utilities
(Form J)	Travel
(Form K)	Field Crew
(Form L)	Supplies and Materials
(Form M)	Administrative Costs
(Form N)	Other Expenses
(Form O)	Equipment and Supplies Inventory
<b>(Form Q)</b>	<b>Calculation Worksheet</b>

Form E through Form Q are all of the required expense categories to be submitted with your application and updated quarterly to complete reporting requirements and to comply with Section 4.2.7, Requests for Reimbursements. They should be used as references to complete Form D, Budget Summary, as they are updated. Complete Form Q and submit to ensure that the Payment Schedule and allowable percentage drawdowns under Section C of the Agreement for Non-Fixed and Fixed Expenses are followed.

#### **4.2.6 Other Funders and Grants**

(Form P)	Other Funders and Grants
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Place the names of other funders and grants to be used as matching funds for your proposed project with DWS. The individual contribution amount for the deliverable activity should also be included.

#### **4.2.7 Requests for Reimbursements**

Update and resubmit:



(Form C)	Project Deliverables
(Form D)	Budget Summary
(Form E through Q)	Expenditures

The forms under the above-stated Sections are to be updated and resubmitted every quarter as part of a Request for Reimbursements. Your original proposed budget amount should remain unchanged. Add any additional expenses or update existing expenses by drawing down each of their budgeted amounts. To do this, record the actual expenditure amount under the appropriate quarter. For guidance, limitations, and restrictions that may prohibit the reimbursement of expenses, please refer back to Budget Instructions (Section 1.5), Grant Performance Period (Section 2.3), and General Terms and Conditions (Section 3.0). You may also find useful information within the forms themselves.

It is important to include all invoices and receipts for actual expenses. Justification should also be given for frequently purchased items bought in large quantities. Additional reimbursement for certain similar items may be denied if inventory for previously purchased equipment and supplies cannot be accounted for.

Every form contains a section for short narrative justification or to make a comment or note. You may also attach narratives behind the appropriate form, if necessary.

### **4.3 Submission Forms**

\*All attached forms in this application are to be completed and submitted as per Section 4.2, Forms.