



**COUNTY OF MAUI
OFFICE OF ECONOMIC DEVELOPMENT**

**FISCAL YEAR 2021
JULY 1, 2020 - JUNE 30, 2021**

**GRANT AWARD
PACKET**

**COUNTY OF MAUI
OFFICE OF ECONOMIC DEVELOPMENT**

2200 MAIN STREET, SUITE 305

WAILUKU, MAUI, HAWAII 96793

PHONE: (808) 270-7710 FAX: (808) 270-7995

EMAIL: grants.OED@mauicounty.gov



**COUNTY OF MAUI
OFFICE OF
ECONOMIC
DEVELOPMENT**

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* Note: ALL required reimbursement & reporting forms are available online:

<https://www.mauicounty.gov/141/Office-Of-Economic-Development>

Office of Economic Development

Performance Period

A performance period is the period of time that your project/program/event will start and end. Please make sure your performance period is adequate to complete your entire project/program/event. On your grant application you selected one of two tracks for your performance period. Please see grant contract for clarification.

Fiscal Year	Important dates
Performance Start Date	As early as date on notice to proceed.
Quarterly reporting periods July 1 –September 30, 2020 October 1 – December 31, 2020 January 1 – March 31, 2021 April 1 - June 30, 2021	<u>Quarterly Reports due*:</u> October 30, 2020 January 31, 2021 April 30, 2021 July 31, 2021
Contract execution and signatures	September - October
Performance End Date	June 30, 2021
Final Report and Financials Due	July 30, 2021 or 30 days after grant closing**
Already performed within 5 years of application	
Final Report and Financials Due	December 31, 2020

* In accordance with County of Maui, Hawaii, Code of Ordinances, Section 3.36.100, A. An appropriation for a grant or loan shall not be expended unless a contract is entered into between the County and the recipient. This contract is contingent upon satisfactory completion of all grant processing items and related matters

****Contract extensions will only be granted in exceptional circumstances and must be requested 60 days prior to the end of your performance period.**

PROJECT PERFORMANCE AND EVALUATION

Quarterly Reports: Grantee shall provide County with written Quarterly status reports within 30 days of the close of each quarter. Reports should provide a summary of the work completed during each reporting period. These reports must contain items A-D listed in Exhibit "A" General Terms & Conditions. (See page 5)

Site Visit and Project Evaluation: During the duration of your project an OED representative may schedule a site visit to perform a project evaluation.

Final Report: Grantee shall provide a final report within 30 days after completion of the Program covered by this grant award. This report must contain items A-F listed in Exhibit "A" General Terms & Conditions (See page 5-6) and other information as requested by County.

* Please note that PDF fillable quarterly & final report forms are available online:

<https://www.mauicounty.gov/141/Office-Of-Economic-Development>

Tips when completing a PDF fillable form:

1. Use the latest version of Adobe Reader or Acrobat. To download the free version, go to get.adobe.com/reader
2. Before you begin, save the PDF to your computer. Your data will NOT be saved if you complete the form using your browser.

Contact the OED, Kuha'o Business Center if you need assistance.

Phone: (808) 553-8100

Email: cynthia.rawlins@mauicounty.gov

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

In consideration of the grant of County funds, Grantee covenants and agrees to the following terms and 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 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 the 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. Grantee and any subcontractors shall maintain the files, books, and records that relate to the Grant, for at least three years after the date of final payment under the Grant.

- 2) **QUARTERLY REPORTS.** Grantee shall provide 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. 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 of County funds used; and
 - d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.

This paragraph shall not apply if the project is already completed, or if the project will be completed within three (3) months.

- 3) **FINAL REPORT.** Within 30 (thirty) 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 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 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 County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.
 - 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. [Deleted].
 - 7) INDEMNIFICATION. To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The 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.
 - 8) SUBCONTRACTS. The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.
 - 9) EMPLOYEE COMPENSATION. Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.
 - 10) COUNTY RECOGNITION. Grantee shall give the County and State of Hawaii, if applicable, 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 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) 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.
 - 14) DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT. Grantee shall be deemed to be in default of the 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, County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to the 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 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 contract.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to the 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 the Grantee pursuant to this Agreement shall be transferred to the County.

- 15) COSTS INCURRED DUE TO SUSPENSION OR TERMINATION. The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.
- 16) WITHHOLDING OF PAYMENTS. 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.
- 17) PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.
- 18) 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.
- 19) LOBBYING PROHIBITED. Grantee shall not use grant funds for lobbying purposes or activities.
- 20) REVERSION OF ASSETS. [Deleted].

- 21) PRODUCTION OF INFORMATION. If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.
- 22) 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.
- 23) METHOD OF PAYMENT. Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officer-in-Charge.
- a. REIMBURSEMENT. 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, or other documents are submitted. Each reimbursement request shall:
1. 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;
 2. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
 3. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
 4. Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and/or other documents providing verification of work completed in accordance with this Agreement; and
 5. Be presented in duplicate, with two (2) complete sets of all items submitted.

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 program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the 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 County.

- b. ADVANCED DISBURSEMENT. At the discretion of the Officer-in-Charge, advance disbursement of twenty-five (25) percent or more of grant funds may be issued to Grantee. Such advanced disbursements must be directly related to the Program, and Grantee shall submit on its company/agency's letterhead written documentation to the County for expenditure of such funds, in accordance with subsection (a), above, within 30 days of such advance disbursement(s).

If advance disbursement totals less than ninety (90) percent of the total grant funds, 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 program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the 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 County.

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 or original tax clearance certificates for the Grantee from the State of Hawaii.

- 24) 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, or assets of the Program, 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.

- 25) 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.

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

27) PERSONNEL REQUIREMENTS.

- a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.
- b. The Grantee shall ensure that the Grantee's employees or 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 and agents are complied with and satisfied.
- c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's employees 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 the County employees.

- 28) COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination thereof shall be construed together and shall constitute one and the same Agreement.

In the event Grantee fails to adhere to any of the conditions of this Grant, including the general and special conditions (if any), 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.

END OF GENERAL TERMS AND CONDITIONS

EXECUTED GRANT CHECKLIST

When you receive your executed OED grant from the Department of Finance, please review this checklist and mark dates and tasks accordingly.

Mark your calendar with your quarterly report dates and final report date to ensure compliance. Report dates are set from your performance period selection which either aligns with 1) County's fiscal year (FY21), July 1, 2020 to June 30, 2021 or 2) Already performed within 5 years of application.

If applicable, the County of Maui seal and the OED logo must be used on all advertisements, marketing and marketing materials distributed electronically and in print. Color and black and white versions are available upon request at any time.

Ongoing projects or programs must include digital photos submitted electronically with their quarterly reports.

- Please include at least 2 photos per quarter that show project progress (if applicable).

REIMBURSEMENT DIRECTIONS

- OED makes reimbursements once invoices are received. Grantees are requested to submit copies of receipts, bills, invoices, contracts or other proof of purchase that show details on what item(s) or service(s) were purchased. Please check to make sure they are within the performance period or the entire invoice will be returned. **Invoices may be emailed to cynthia.rawlins@co.maui.hi.us or hand delivered to the Kuha'o Business Center at 2 Kamoi Street, Suite 600, Kaunakakai, HI 96748.**
- Number each receipt to correspond with the expense summary. The expense summary should also contain the corresponding number. This can be handwritten. Include a calculator tape for each category and keep receipts in the same order as they appear on the tape. This will assist the OED grants team and Finance Department in processing payments quickly.
- OED will accept reimbursement requests no more than once per month, but the requests can include multiple invoices per grant. Payments can take up to 30 days to be processed. Please include the forms with your requests:
 - * Templates available online at <https://www.maui-county.gov/141/Office-Of-Economic-Development>
 1. **Reimbursement Form:** This is a cover letter from your organization which requires a signature. Please use company letterhead. Must include organization name, mailing address, & phone number at top of page. (*see sample*)
 2. **Reimbursement Budget Summary:** This is an expense summary to assist tracking expenses within your approved budget. This cannot deviate from the originally approved budget. (*see sample*)
 3. **Detailed Reimbursement of Expense:** This is an itemized breakdown of individual expenses within each category of your budget. Include date of receipt. (*see sample*)
- **Final Reports and Final Budgets are due within 30 days** of the event or program completion; submit 1 copy, include digital marketing materials and/or any other required deliverables as determined in your executed grant contract (if applicable). 10% of funds are held for a final payment until the Final Report and Final Budget are received.
- **Certificate of Vendor Compliance:** Maui County requires a Certificate of Vendor Compliance for final invoice payment.

Further clarifications on expenses:

- i) Invoices must include company/vendor name, mailing address and phone numbers.
- ii) Quotations are not considered invoices and will NOT be accepted for reimbursement.
- iii) Reimbursed expenses must fall within budgeted expense categories.
- iv) Checks will not be accepted as proof of payment.
- v) All receipts must show itemized purchases.
- vi) No over-the-counter medications.
- vii) No alcohol.



ABC FARM
P.O.Box 1XX
Ho'olehua, Hawaii 96729-01XX
(808) 567-XXXX

SAMPLE REIMBURSEMENT FORM

Date: December XX, 20XX

Grants Manager
County of Maui, OED
2200 Main St, Suite 305
Wailuku, HI 96793

Project Title: _____

Grant#: (ex: G3174)

Invoice #2

We are requesting the following reimbursement program costs per the attached expense summary and receipts attached for:

Amount Due: \$2,400.00

This is to certify that the work for which payment is requested was performed in accordance with the terms of this grant agreement.

Signature, Name and Title

DETAILED REIMBURSEMENT OF EXPENSES

(Organization Name) GXXXX

Invoice #X

(Detailed description of each line item, include all invoices submitted w/reimbursemet request)

LABOR OR CONTRACTED SERVICES

INVOICE NUMBER	INVOICE DATE	DETAILED DESCRIPTION	TOTAL PAID
2	8/15/2017	Installation of plumbing for produce washing sink	\$300.00

SUPPLIES

INVOICE NUMBER	INVOICE DATE	DETAILED DESCRIPTION	TOTAL PAID
3	8/4/2017	Mobile Hand washing station	\$1,000.00
		Produce washing sink	\$750.00
4	11/11/2017	Single use paper towels	\$100.00
5	1/15/2018	Hand soap/dispenser	\$100.00

SAMPLE

OTHER

INVOICE NUMBER	INVOICE DATE	DETAILED DESCRIPTION	TOTAL PAID
6	5/15/2020	Product Food Safety Alliance Training	\$150.00

\$2,400.00



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WAILUKU, MAUI, HAWAII 96793
PHONE (808) 270-7710 FAX (808) 270-7995

QUARTERLY REPORT FORM

Contract/Grant Number: Organization
Name:

Report: 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Program/Project/Event Title:

Contact Name/Title:

Phone Number:

Email

Submitted by:

Signature

Date

Please provide a summary of all grant activity accomplished in this quarter

Report Narrative:

- 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. Please use "Financial Status Report of County Funds Used" template available online:
<https://www.mauicounty.gov/141/Office-Of-Economic-Development>
- D. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.



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PHONE (808) 270-7710 FAX (808) 270-7995

FINAL REPORT FORM

Contract/Grant Number: Organization
Name:

Program/Project/Event Title:

Contact Name/Title:

Phone Number:

Email

Submitted by:

Signature

Date

The Final Report is a cumulative report of your grant performance period. Please make sure your numbers reflect totals for your entire program/project/event

Report Narrative:

- 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; Please use "Report of Actual Expenses & Income for Complete Project" template available online:
<https://www.mauicounty.gov/141/Office-Of-Economic-Development>
- 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. Please use "Financial Status Report of County Funds Used" template available online:
<https://www.mauicounty.gov/141/Office-Of-Economic-Development>
- F. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.

REPORT OF ACTUAL EXPENSES AND INCOME FOR COMPLETE PROJECT

Maui County Office of Economic Development (OED) Grant Agreement

INCOME DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL
County Grant FY21	5,000.00			5,000.00
In-Kind Donations			3,600.00	3,600.00
Business Loan		7,000.00		7,000.00
				0.00
				0.00
TOTAL INCOME	5,000.00	7,000.00	3,600.00	15,600.00
EXPENSE DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL
LABOR OR CONTRACTED				
General Clean Up of farm	1,200.00		1,200.00	2,400.00
Plumbing	300.00			300.00
Install Wildlife fencing			2,400.00	2,400.00
				0.00
				0.00
SUPPLIES				
Wildlife Fencing	1,150.00	7,000.00		8,150.00
Mobile Hand washing station	1,000.00			1,000.00
Produce washing sink	1,000.00			1,000.00
Single use paper towels	100.00			100.00
Hand soap/dispenser	100.00			100.00
				0.00
				0.00
				0.00
				0.00
				0.00
OTHER				
Product Food Safety Alliance	150.00			150.00
				0.00
				0.00
TOTAL EXPENSE	5,000.00	7,000.00	3,600.00	15,600.00

I hereby certify that all financial statements represented in this final report to the County of Maui relating to Grant Agreement G: _____ are accurate and that funds allocated through the County OED under this Agreement have been expended in accordance with the provisions set forth in this Agreement.

SIGNATURE: _____

PRINT NAME: _____