COUNTY OF MAUI
DEPARTMENT OF PLANNING

SMALL TOWN GRANTS
REQUEST FOR PROPOSALS
RFP STG13-1

FISCAL YEAR 2013
JULY 1, 2012 – JUNE 30, 2013

THE COUNTY OF MAUI IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER
# Table of Contents

- Instructional Letter ................................................................. 3
- Proposal Instructions ............................................................... 5
- Budget Instructions and Sample Template .................................. 6
- Supporting Documents Checklist ............................................... 7
- Payment Information ............................................................... 8
- Sample Payment Form ........................................................... 9
- Quarterly Report Form ......................................................... 10
- Final Report Form ................................................................. 11
- Sample Final Budget Report .................................................. 12
- General Terms and Conditions ................................................ 13
Aloha,

Thank you for your interest in the Department of Planning’s “Small Town Planning” grants. This is a new program that took effect on July 1, 2012, the beginning of our Fiscal Year 2013 (FY13). The goal of the program is to provide planning and development support to our small towns. Grants will be awarded pursuant to this Request for Proposals (RFP STG13-1).

The Department, in consultation with the Maui County Council’s Budget and Finance Committee, established the following criteria that the Department will use in evaluating grant proposals (you will note that a number of these criteria are listed in the proposal form):

- Anticipated direct benefit to the small town(s) – projects should benefit at least one of these 11 small towns: Haiku, Hana, Kaunakakai, Keokea-Waiakoa, Lahaina, Lanai City, Makawao, Paia, Waihee, Waikapu and Wailuku (25 points).

- Collaboration and community engagement – whether the project includes the active participation of key stakeholders (15 points).

- Accountability of the applicant – including previous accomplishments, including whether the applicant has previously and successfully undertaken similar or comparable projects (10 points).

- Project “ripeness” – whether the project is timely, given market forces, imminent proposed developments, complementary planning activities in process, the availability of supplemental funding, etc (10 points).

- Proposed budget – whether complete and accurate, whether the County will get “bang for the buck,” and whether the funding will result in specific deliverables (e.g., a study, design or plan that can be implemented; signage; trash cans and collection; seating; shade trees) and not salaries and overhead (20 points).

- Manageable term and scope – whether the project can be completed within approximately one year and not require further funding, and whether the project can be administered by the applicant and not require additional paid personnel and administrative costs, exclusive of consultant costs (10 points).

- Outreach – whether the applicant has clearly defined what media and resources will be used to inform the public and invite their participation (10 points).

In addition to evaluating proposals based on the above criteria, please note that the following types of projects are considered ineligible for funding: capital improvement projects, fundraising events and activities, and projects or activities that are redundant with existing governmental functions.
In FY13, the Department has a total of $243,000 to award. If awards were issued equally to each of the 11 small towns listed above, then each award would be approximately $22,000. This is the approximate maximum amount that proposals should consider. The following is the process that the Department will follow in selecting and making grant awards in FY13:

- Through the first half of FY13 (July through December 2012), the Department will conduct outreach efforts on this new program, and will accept and evaluate grant proposals using criteria as described above. At the end of the first half, one grant can be awarded to each town.

- During the third quarter (January through March 2013), proposals will continue to be accepted and evaluated. If no proposals were submitted or awarded for certain towns during the first half, awards can be made to only those towns during the third quarter.

- During the fourth quarter (April through June 2013), any remaining available funding can be awarded for grants for any town, whether or not that town already received a grant award.

Therefore, grant proposals can be accepted at anytime during FY13 once this RFP has been issued. However, due to the “first come, first served” nature of the process described above, it is recommended that proposals be submitted as soon as complete submittals can be prepared in accordance with this RFP. Any individual or organization is eligible to apply.

This RFP provides instructions, a sample budget, a submittal checklist and other information needed to compile your proposal. It also includes the County’s standard terms and conditions that will be imposed on grantees, as well as sample reimbursement and reporting forms and other information needed if your proposal is awarded.

If your proposal is awarded, the Department will notify you and will request any other documents needed to execute a grant agreement. After the grant receives initial County approval, it will be sent to you for signature and notarization. Following its return, the grant will be routed to authorizing County departments for final approvals. The complete process generally takes up to two months from when you have submitted all of the required documentation; thereafter a copy of the final grant agreement will be sent to you by the Department of Finance.

You are encouraged to read the entire agreement to ensure an understanding of the requirements to maintain the grant, including reporting mandates and invoicing procedures. Once the grant is fully encumbered, you can submit invoices seeking a “request for reimbursement” of documented expenses listed in the grant budget.

Again, thank you for your interest in our Small Town Planning grants. If you have any questions, please do not hesitate to contact us at 270-7735.

Mahalo,

[Signature]

WILLIAM SPENCE
Planning Director

250 SOUTH HIGH STREET, WAILUKU, MAUI, HAWAII 96793
MAIN LINE (808) 270-7735, FAXIMILE (808) 270-7634
CURRENT DIVISION (808) 270-8205, LONG RANGE DIVISION (808) 270-7214, ZONING DIVISION (808) 270-7253
Please structure your proposal in sections a - j, using their titles.

a. **Project Summary:** Your summary of the project should be a brief description of the public purpose(s) to be achieved by the project.

b. **Project Description and Deliverables:** Provide more information about the project: who will be involved, what will be produced, why it is needed or desirable. *Proposals that do not result in a specific deliverable will not be awarded.*

c. **Project Partners:** Provide a description of any project partners, including contractors or sub-contractors, and their roles, qualifications, experience and education.

d. **Anticipated Direct Benefit to the Small Town:** This can be economic, infrastructural, health and safety, aesthetic, social, etc. *Proposals that do not demonstrate an anticipated direct benefit to a small town(s) will not be awarded.*

e. **Summary of Community Support and Involvement:** Provide letters of support for the project from individuals, businesses or groups in the affected community; also describe public outreach efforts and whether the project includes the participation of key stakeholders (i.e., the general public, community groups, interested individuals, non-profits, state or county agencies that may have ongoing or future involvement).

f. **Permitting Requirements:** List any permits that may be required for the completion of the project, such as right-of-entry if it involves government lands, building permit, special management area review, business country town review, historic district permit or environmental assessment. Note: proposals for capital improvement projects will not be awarded. *If you are not certain about permitting requirements, please consult with our office prior to submitting your proposal.*

g. **Description of Applicant/Organization Experience and Accountability:** Describe the organization’s longevity, mission, members and structure, or the individual applicant’s vested interest in the community. Identify the Project Manager and a description of his/her qualifications.

h. **Timeline and Timeliness:** Provide an estimated timeline that begins upon the receipt of funding and ends with project completion, including any necessary permit processes. Also describe whether the project is timely. *Awards will be granted only for projects that can be completed within approximately one year and not require ongoing funding.*

i. **Other Revenue and In-Kind Contributions:** Describe any other funding that will be used to complete the project, and describe any in-kind contributions or services that are expected to be used and that leverages county and other support.

j. **Itemized Budget and Narrative:** This should show valid sources of revenue and estimated expenses, and should include any in-kind contributions; please use the County template. A brief narrative can illustrate how estimates were made. In-kind contributions or matching funds are not required but can demonstrate that other criteria have been met. *Funding cannot be provided for the purchase of alcohol; food expenses are carefully scrutinized.*
BUDGET INSTRUCTIONS AND SAMPLE TEMPLATE

List all income sources (cash and in-kind) and assign their contributions to the appropriate column. List all expenses; you may categorize expenses if it will better illustrate your budget.

All columns should add up correctly (top to bottom total amount) and every row should add up (left to right total amount); please check your addition. The project’s total expense should match the total income figure.

SAMPLE BUDGET

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>COUNTY REQUESTED FUNDS</th>
<th>OTHER CASH</th>
<th>IN KIND</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operations</strong></td>
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<tr>
<td>Food</td>
<td></td>
<td>$500</td>
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<td>$500</td>
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<tr>
<td>Trophies and Awards</td>
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<td>$250</td>
<td></td>
<td>$250</td>
</tr>
<tr>
<td>Participant t-shirts and giveaways</td>
<td>$4,000</td>
<td></td>
<td></td>
<td>$4,000</td>
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<tr>
<td>Official entry stickers</td>
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<td>$700</td>
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<td>$700</td>
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<tr>
<td>Volunteers</td>
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<td>Portable Toilets</td>
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<tr>
<td>Facility Rental Fee</td>
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<td>$600</td>
</tr>
<tr>
<td>Tents, Tables and Chairs</td>
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<td>$2,500</td>
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<td>$2,500</td>
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<tr>
<td>Dumpster</td>
<td></td>
<td>$600</td>
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<tr>
<td><strong>Marketing</strong></td>
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<tr>
<td>Advertising and Print Promotion</td>
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<td>Web Marketing and Graphics</td>
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<td>$700</td>
<td>$1,000</td>
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<tr>
<td><strong>Administrative</strong></td>
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<tr>
<td>Project Coordinator</td>
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<tr>
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<td>$2,850</td>
<td>$2,700</td>
<td>$15,350</td>
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<th>IN-KIND</th>
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<td>$9,800</td>
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<td>Applicant Contribution</td>
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<td>$500</td>
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<td>Participant Fees</td>
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<td>Business Sponsorships</td>
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<td>$1,000</td>
</tr>
<tr>
<td>In-kind Support and Volunteers</td>
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<td></td>
<td>$2,200</td>
<td>$2,200</td>
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<tr>
<td><strong>TOTAL INCOME</strong></td>
<td>$9,800</td>
<td>$2,850</td>
<td>$2,700</td>
<td>$15,350</td>
</tr>
</tbody>
</table>
SUPPORTING DOCUMENTS CHECKLIST

a. Certificate of Vendor Compliance: This must be dated within six (6) months; to obtain this form please visit Hawaii Compliance Express (HCE) at [http://vendors.ehawaii.gov](http://vendors.ehawaii.gov).

Under Hawaii law, you must provide proof of compliance in order to receive a contract greater than $2,500.00 with state and county government entities in Hawaii. HCE is an electronic system that allows vendors doing business with state or county agencies to quickly and easily obtain proof that they are compliant with applicable laws. With a subscription fee of $12, registered HCE vendors receive a full year of service, automatic email notifications of status changes, and unlimited access by state and county government entities to print certificates for use. It will take a newly registered vendor about ten (10) days to receive true compliant status. If a vendor shows not compliant, the vendor is responsible to contact the respective department to resolve the issue.

b. Organizational Documents (if applicable): if the Applicant is an organization, please provide a list of its Board of Directors and its By-laws and/or Corporate Resolution (see next page).

c. Evidence of Property Ownership; Owner Authorization (if applicable): if the project involves the use of real property, please provide evidence of ownership (such as the property deed); if the Applicant is not the owner, please provide a notarized letter of authorization from the owner.

d. Site Plan (if applicable): if the project involves physical improvements, please provide a site plan that shows all key and relevant information, such as structures, driveways, sidewalks, parking, signs and tents.

e. Information on Project Partners: project partners can include contractors and subcontractors; information can include resumes or client lists.

f. Letters of Support: provide hard copies of letters received from affected individuals, businesses or groups in support of the project (these can include project partners).

g. Certificate of Liability Insurance: Upon confirmation of funding, a certificate of liability insurance will be required to execute the grant agreement.

1. The comprehensive liability insurance policy, as evidenced by issuance of a “policy endorsement”, shall name the county, its officers, employees and agents against any loss, liability, claims, and demand for injury or damage, including but 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 the grant agreement.

2. The insurance policy shall contain the following requirements:
   ✓ No less than a combined single limit (“C5L”) of liability coverage of $1,000,000;
   ✓ No erosion of limit by payment of defense costs; and
   ✓ Minimum annual aggregate limit of $2,000,000.
PAYMENT INFORMATION

✓ Payments of funds will be made on a quarterly basis as work is performed and you submit invoices with proper expense documentation for payment or reimbursement; documentation can include invoices, receipts, photographs, studies, etc.

✓ 10% of funds are held for a final payment after receipt of the Final Report and Final Budget Report.

✓ Your Final Report and Final Budget Report are due within 90 days of project completion. Submit a digital copy and one hard copy, along with any marketing materials, photographs and any other required deliverables as determined in your executed grant contract.

✓ Another Certificate of Vendor Compliance is required for your final invoice payment; it must be dated within two months of your payment request.

Invoices:
• Submit two sets of the full invoice and relevant attachments (one original and one copy).

• Please follow the template attached and create a signed invoice and expense summary to assist tracking expenses within your budget.

• Attach to the invoice copies of bills, receipts, invoices, contracts or other proper expense documentation submitted for reimbursement. Each receipt should show detail on what item or service was purchased and the purchase date. Expenses without documentation will not be reimbursed.

✓ Use actual dollar expenses shown on quotes or receipts, not costs rounded up or down.
✓ Statements or credit card slips lacking detail are not acceptable.
✓ Copies of checks your organization issued may accompany expense documentation, but are not required.
✓ Please check your math, it is best to include a calculator tape and keep receipts in the same order as they appear on the tape. This will assist the Department of Planning in processing payments more efficiently.
SAMPLE PAYMENT FORM
PLEASE USE YOUR ORGANIZATION'S LETTERHEAD
October 1, 2012

William Spence, Planning Director
Department of Planning
250 South High Street
Wailuku, HI 96793

Project Title: Small Town Festival

Grant #: G1234 / Invoice #2

We are requesting the following project reimbursement costs per the attached expense summary and attached receipts for: $700.00.

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

(Your Signature)
Your Name
Your Title

(Sample: Please attach this as a separate page if more space is needed)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Total County Grant Funds</th>
<th>Invoice #1 (Paid)</th>
<th>Invoice #2 (receipts attached)</th>
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</thead>
<tbody>
<tr>
<td>Operations</td>
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<td></td>
</tr>
<tr>
<td>Tents and chairs</td>
<td>$2,500.00</td>
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<td>$2,500.00</td>
<td>$0.00</td>
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<tr>
<td>Dumpster</td>
<td>$600.00</td>
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<td>Marketing</td>
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<tr>
<td>Printing</td>
<td>$500.00</td>
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<tr>
<td>Advertising</td>
<td>$300.00</td>
<td>$100.00</td>
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<tr>
<td>Administration</td>
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<tr>
<td>Event Coordinator</td>
<td>$500.00</td>
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<td>TOTAL</td>
<td>$4,400.00</td>
<td>$850.00</td>
<td>$700.00</td>
<td>$2,850.00</td>
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</tbody>
</table>
Contract/Grant Number:
Reporting for the period of to
Organization Name:
Program/Project Title:
Contact Name: Title:
Telephone Number: Email:

Please submit this completed and signed quarterly report form with a narrative that addresses each of the following items. You may add additional pages as necessary.

• Provide a summary of the work completed during this reporting period.
• Describe how the funds allocated for this project were used during this reporting period, include photos if applicable.
• Describe any major adjustments that have been necessary or will be proposed.
• Briefly describe your next major steps for this project.
• Attach copies of all news articles, advertisements, flyers, brochures, promotional materials on this project printed to date.

Submitted by:

_________________________ _______________________
Signature and Title Date

Department of Planning -- Staff Use Only

Received on: Quarterly Report Accepted by: ____________________________

(Date) (Planning Staff) (Date)

RFP STG13-1 / FY13 Small Town Grants 10
COUNTY OF MAUI
DEPARTMENT OF PLANNING
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
PHONE (808) 270-7735 FAX (808) 270-7634

Contract/Grant Number: 
Grand Period: to 
Organization Name: 
Program/Project Title: 
Contact Name: Title: 
Telephone Number: Email: 

Please submit this completed and signed Final Report Form and Final Budget Report form with a narrative that addresses each of the following items. Use additional pages as needed.

- Project description from your original proposal. 
- Discuss the results of your project. 
- Compare the anticipated small town benefit as described in Section d of your Proposal with the actual outcomes and results; include photographs if applicable. 
- Describe how this project could be improved. 
- Add any additional comments as desired and/or requested by the Department of Planning. 
- Attach copies of all news articles, advertisements, flyers, brochures, promotional materials on this project printed to date.

Submitted by:

__________________________________________
Signature and Title

______________________________
Date

Department of Planning -- Staff Use Only

Received on: _______________________

Final Report Accepted by: _______________________

(Planning Staff) _______________________

(Date) _______________________

(Date)
### SAMPLE FINAL REPORT OF ACTUAL EXPENSES AND INCOME

Maui County Department of Planning

Grant Agreement G: __________

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>COUNTY</th>
<th>OTHER CASH</th>
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<td><strong>Operating</strong></td>
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<th>INCOME</th>
<th>COUNTY</th>
<th>OTHER CASH</th>
<th>IN-KIND</th>
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<tbody>
<tr>
<td>County Department of Planning</td>
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<tr>
<td>Applicant’s Contribution</td>
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<tr>
<td>(Other Income)</td>
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<td>(Other Income)</td>
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<tr>
<th>TOTAL INCOME</th>
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<th>OTHER CASH</th>
<th>IN-KIND</th>
<th>TOTAL</th>
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</table>

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 Department of Planning under this Agreement have been expended in accordance with the provisions set forth in this Agreement.

______________________________
Signature

______________________________
Print Name

______________________________
Title

______________________________
Date Signed

RFP STG13-1 / FY13 Small Town Grants 12
GENERAL TERMS AND CONDITIONS

In consideration of a grant of County funds, Grantee covenants and agrees to the following terms and conditions in the use and administration of County grant funds:

1. Method of Payment.

   Unless otherwise specified herein, Grantee shall submit on their agency’s letterhead written payment 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 payment request shall:
   a) Be authenticated as to its accuracy by the Grantee and verified by a designated county official;
   b) Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement; and
   c) Include copies of quotes, invoices, receipts, canceled checks, vendor agreements, and/or other documentation providing verification of work to be performed or completed in accordance with this Agreement.

   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 the County of the Final Report from Grantee acceptable to the County, and receipt of vendor compliance for Grantee from the State of Hawaii State Procurement Office.

2. Withholding of Payments.

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

3. 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.

4. Reversion of Assets.

   The 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 the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either pay the County the current fair market value of the asset or transfer the control of the asset to the County.

   Upon expiration or termination of this Agreement, the Grantee shall submit to County an inventory of all personal property acquired with County funds at a purchase price of $250.00 or more. Unless the Grantee has the written consent of the County, the Grantee shall transfer to the County upon expiration or termination of this Agreement any County funds on hand at the time of expiration or termination of this Agreement and any real and/or personal property acquired or improved in whole or in part with County funds.
5. Insurance.

In order to protect itself as well as the County under the indemnification agreement set forth above, the Grantee shall obtain, pay for, and keep in force throughout the period of this Agreement comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") only though a general insurance agent or broker licensed in the State of Hawaii. The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard and Poor" ratings.

The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name the County, its officers, employees and agents as "Additional Named Insured", and shall include a duty to defend the County, its officers, employees and agents against any loss, liability, claims, and demands for injury or damage, including but 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.

Unless otherwise agreed to by the County, through the joint decision and discretion of the Economic Development Coordinator and the Department of Finance, the insurance policy shall contain the following minimum requirements:

a. No less than a Combined Single Limit ("CSL") of liability coverage of $1,000,000;

b. No erosion of limit by payment of defense costs; and

c. Minimum annual aggregate limit of $2,000,000.

Prior to or upon the execution of this Agreement, Grantee shall furnish the County with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Agreement, the Grantee shall, upon renewal of the insurance policy, provide the County with a copy of the renewed insurance policy certificate together with the required endorsements.

Unless waived by the County, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given the County thirty (30) calendar days prior written notice of the intended cancellation or termination.

6. 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 actions 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.

7. Alcohol.

The County of Maui will not pay for or reimburse for any alcohol expenses.
8. **Subcontracting.**

Grantee shall not procure, or subcontract, any part of the services under this Grant Agreement, unless said contractor or subcontractor is identified in the grant proposal or prior written consent of County is obtained.

9. **Record Keeping.**

Grantee shall keep records and prepare reports, including detailed, separate financial records relating to 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 expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies 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.

10. **Quarterly Reports.**

Grantee shall provide County with written quarterly status reports on the Quarterly Report forms provided.

11. **Economic Impact and Final Report.**

Grantee shall provide a completed final report on the form provided within 90 days after completion of the program covered by this grant award. The final report for events may have some deadlines prior to 90 for some items, such as marketing materials, surveys, photos of event, etc. Please see Final Report for details.

12. **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 use Grant funds to pay any commissions, bonuses or similar to its employees.

13. **Financial Audits.**

Upon request by the County, Grantee shall supply County with a copy of its annual financial statements, prepared by its Certified Public Accountant(s). 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 the grant agreement. Grantee shall cooperate fully and assist the County in such an audit.

14. **County Recognition.**

Grantee shall give the County appropriate recognition in all County-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.
15. Grantee Compliance.

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


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 race, color, ancestry, national origin, religion, creed, sex, sexual orientation, disability, age, marital status, parental status, arrest and court record, National Guard participation or HIV infection;

17. Program Alteration.

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

18. Modification of Agreement.

Any request to modify, alter or change this Agreement, shall be made to the Planning Director or designee in writing. Any modification, alterations or changes including, but not limited to, the modification of the services to be performed, the extension of time of performance, or changes to the total amount of funding included in the approved budget, shall be made only by written supplemental agreements executed by the County and Grantee. Other modifications, alterations or changes to this Agreement, if approved, shall be made in writing by the Planning Director or designee.

19. Termination of Agreement.

If, for any cause, the County finds that the Grantee has failed to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement or if the Grantee breaches any of the promises, terms or conditions of this Agreement and, having been given reasonable notice of an opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by the County, the County shall have the right to terminate this Agreement by giving written notice to the Grantee of such termination. Further, the County may terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such termination.

20. Proselytization Prohibited.

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

In the event Grantee fails to adhere to any of the conditions listed herein, County may withdraw any part or the entire grant. Grantee shall be held liable for any grants funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.