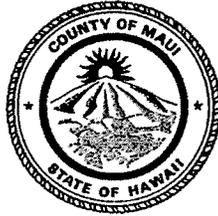


MICHAEL P. VICTORINO
Mayor

SANDY K. BAZ
Managing Director

JOSIAH K. NISHITA
Deputy Managing Director



DEPARTMENT OF MANAGEMENT
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

RECEIVED

2020 AUG 28 PM 11:16

OFFICE OF THE
COUNTY COUNCIL

August 24, 2020

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

For Transmittal to:

Keani N.W. Rawlins-Fernandez, Chair
Economic Development and Budget Committee
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Michael P Victorino 8/27/20

Mayor Date

Dear Ms. Rawlins-Fernandez:

SUBJECT: **LEGISLATION AND DISCUSSION ON THE EFFECT OF THE
CORONAVIRUS PANDEMIC, RULES, CARES ACT, AND RELATED
ISSUES (EDB-85)**

In response to your letter dated August 11, 2020, attached hereto is a "copy of the agreement between the County and the Maui Chamber of Commerce related to the Micro Business Loan Program, as well as information on what would happen if one of the businesses that received a loan went bankrupt or was unable to repay for other reasons."

Should you have any further questions or concerns, please do not hesitate to contact me directly.

Sincerely,

Sandy Baz
Sandy Baz
Managing Director

GRANT AGREEMENT OF COUNTY FUNDS

MAUI CHAMBER OF COMMERCE
MAUI COUNTY COVID-19 Emergency Small & Micro Business Loan Program
(Grant No. G5077)

Source of Funds: 101414 COVID-19 \$1,050,000.00

Certification Requested from County \$1,050,000.00

THIS AGREEMENT, made this 6th day of April, 2020, by and between the MAUI CHAMBER OF COMMERCE, a Hawaii nonprofit corporation, whose mailing address is 95 Mahalani Street, Suite 22A, Wailuku, HI 96793, hereinafter called "Grantee", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "County", collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the County desires to support and encourage Grantee's proposal, as more fully described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the County has reviewed and approved the Grantee's application for a grant of County funds in furtherance of this goal;

NOW, THEREFORE, the Parties, in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

A. Availability of Funds. The availability of the funds for this Agreement shall be as set forth in the Funds Certification

signed by the Director of Finance of the County of Maui on or before the effective date of this Agreement. Funds Certification shall be on file in the office of the Director of Finance of the County of Maui.

B. Scope of Program. Grantee shall complete its Program in accordance with Exhibit "A".

C. Program Budget. The County agrees to make available as a grant to the Grantee, a sum not to exceed ONE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$1,050,000.00) in grant funds. Grantee shall utilize all County funds granted hereunder solely for Grantee's Program as described in Exhibit "A", and in accordance with Additional Special Conditions, section I of this Agreement. The County shall review and approve the following prior to any grant funds being released:

- a. All documentation related to other funding sources for the Project;
- b. Final Budget (sources and uses) for the Project; and
- c. Other items as deemed necessary by the County of Maui.

D. Performance Schedule. Grantee shall: 1) Perform work related to the loan program between April 1, 2020 and December 31, 2020, subject to such extensions as may be agreed to in writing by the County, and unless sooner terminated as provided herein; and 2) perform management/oversight of the loan program for the term of each loan, which may be up to seven (7) years from the date of award, subject to such extensions as may be agreed to in writing by the County, and unless sooner terminated as provided herein.

E. Conflict. In the event of any conflict between or among this Grant and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Grant shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.

F. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Office of Economic Development
Grants Management Division
County of Maui
2200 Main Street
One Main Plaza Building, Suite 305
Wailuku, Maui, Hawaii 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

G. Officer-in-Charge. The Director of the Office of Economic Development, or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or

requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Project completion.

H. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Program in accordance with the General Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

1. General Condition 2) Quarterly Reports, is replaced with:

Special Condition 2) Quarterly Reports: The Quarterly Reports shall be submitted in a timely manner and authenticated as to its accuracy by the GRANTEE, verified by a designated COUNTY official and shall include a certification by the GRANTEE that the work has performed in accordance with the terms of this Agreement. The GRANTEE shall submit to the COUNTY a Quarterly Certification, a Quarterly Report, and a Quarterly Financial Report, not later than the following dates at the end of each quarter:

<u>Quarterly/Final Reports</u>	<u>Due to the COUNTY No Later than</u>
First Quarter (Jan-Mar 2020)	April 30, 2020
Second Quarter (Apr-Jun 2020)	July 31, 2020
Third Quarter (July-Sept 2020)	October 31, 2020
Fourth Quarter (Oct-Dec 2020)	Jan 31, 2020

2. General Condition 23) Method of Payment, is replaced with:

Special Condition 23) Method of Payment: For and in consideration of the agreements and undertakings of the

GRANTEE, the COUNTY hereby agrees to pay the GRANTEE in one (1) advanced allotment.

I. Additional Special Conditions. In the event of any conflict between or among the Additional Special Conditions and any other terms included in this Grant, and other documents that are attached hereto or incorporated herein by reference or both, the Additional Special Conditions shall control.

1. Grantee's Administrative Fee and Obligations.

Grantee agrees to establish, administer, monitor and report on this loan program throughout the duration of the program. Grantee acknowledges and understands that Grantee's obligations under this Agreement extend throughout the life of the loans made under the program. Grantee will charge a one-time, five (5) percent administrative fee (\$50,000.00), in exchange for, but not limited to: 1) setting up a bank account, program accounting system, and determining how the loan fund will be managed and administered; 2) determining loan requirements subject to approval by the County Officer in Charge, including the loan period, and guidelines for making loans; 3) establishing a loan review committee and schedule for making awards; 4) determining the repayment process; 5) creating loan documents; 6) developing an electronic and "fillable" online loan application, including a checklist and system for uploading attachments, as well as PDF and printed applications; 7) creating a system for receiving loan applications, checking for completeness and

communicating with applicants to ensure applications are complete and able to move on to review; 8) marketing the loan fund program in partnership with the County, i.e., creating displays, a website, social media avenues, printed fliers, newspaper, radio and television ads, etc., from roll-out to completion, with ongoing marketing updates that include borrower testimonials and publicity, loan fund updates, and publicity of loan closings; 9) accepting applications and ensuring they are complete; 10) scheduling and holding meetings with the loan determination committee; 11) executing approved loans and cutting checks to borrowers; 12) on-going business development, mentoring, program management and reporting; and 13) Grantee shall return any remaining balance of the \$1 million loan program to the County by January 31, 2021. The aforementioned obligations extend throughout the life of each loan, and the loan program shall be equally available to Maui County-based qualifying businesses without regard to Maui Chamber of Commerce membership.

2. Loan Repayment. Grantee acknowledges and understands that it is responsible for making a full and complete accounting of each loan, including the repayments received, and must deliver said accounting and all loan proceeds to the County on a yearly basis, by May 31. Grantee has no legal right or claim to any loan repayment.

3. Loan Agreements. Grantee acknowledges and understands that any loan agreement applications, forms, templates, or other legal documents made under this Program,

require the written approval of the County Officer in Charge and the Mayor.

4. Modification of Loan Terms. Grantee acknowledges and understands that any modification of loan terms, including forbearance or forgiveness, requires the written approval of the County Officer in Charge, and that director should seek approval from the Mayor.

J. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

K. Severability. If any provision of this Agreement is held invalid, the other provisions of this Agreement shall not be affected thereby. If the application of the Agreement or any of its provisions, to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons or circumstances shall not be affected thereby.

L. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year first above written.

GRANTEE :

MAUI CHAMBER OF COMMERCE

By *Pamela Tumpap*
(Signature)

Pamela Tumpap
(Print Name)

Its President
(Title)

By _____
(Signature)

(Print Name)

Its _____
(Title)

COUNTY OF MAUI:

By Michael P Victorino
MICHAEL P. VICTORINO
Its Mayor

APPROVAL RECOMMENDED:

Kay S. Fukumoto
KAY S. FUKUMOTO
Director
Office of Economic Development

Michele M. Yoshimura
MICHELE M. YOSHIMURA
Budget Director

APPROVED AS TO FORM
AND LEGALITY:

Stephanie M. Chen
STEPHANIE M. CHEN
Deputy Corporation Counsel

STATE OF _____)
) SS.
_____)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of _____

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	undated at time of notarization	# Pages: _____
Notary Name:	_____	Judicial Circuit: _____
Doc. Description:	_____ _____ _____ _____	
Notary Signature:	_____	
Date:	_____	

STATE OF _____)
) SS.
_____)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of _____

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: undated at time of notarization	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____ _____	
Notary Signature: _____	
Date: _____	

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this ____ day of _____, 20___, before me personally appeared MICHAEL P. VICTORINO, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said MICHAEL P. VICTORINO acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____ _____	
Notary Signature: _____	
Date: _____	

Grant Application Checklist

Please retain this checklist as the first page of your grant application. Proposals WILL NOT be reviewed unless ALL required documents are submitted with the grant application by the deadline listed in this handbook. (see page 7 of Handbook for more details):

REQUIRED DOCUMENTS

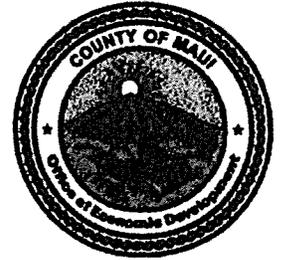
Corporate Entity (check one): Sole Proprietor Corporation LLC
 Federally Recognized Non-Profit Government Entity

- Certificate of Vendor Compliance (Dated within 2 months)
- Current DCCA Annual Filing Form
 - List Current Board of Directors and Officers if different from DCCA filing
 - Corporate Resolution (required only if one or more authorized signers are not Officers or Board Members of applicant organization)
- IRS W-9 Form
- Current Financial Statement
- Grant Application Packet
 - Certification (Signatures shall match DCCA filing or individuals identified in Corporate Resolution)
 - Proposal Narrative
 - Itemized Budget and Narrative (Template on OED website)

***Proof of Liability Insurance is not required at time of application, however applicant must secure prior to performing any grant activity. Check with your insurance agent to confirm that the following coverage and policy endorsement will be noted in the certificate of insurance:**

"Grant # _____ The County of Maui, Its Departments, Agencies, Officers, Directors, Employees and Agents are named as an additional insured. Policy shall include a duty to defend the County, its Departments, Agencies, Officers, Directors, Employees 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 the grantees' actions and/or performance of this agreement. No erosion of limit by payment of defense costs"

EXHIBIT
"A"



Grant Application Packet FY20

July 1, 2019 – June 30, 2020

A. Applicant/Fiscal Agent Information:

Legal Name of Organization:

Should match legal name listed on Department of Commerce and Consumer Affairs (DCCA) and Certificate of Vendor Compliance

Maui Chamber of Commerce

Mailing Address:

95 Mahalani Street, Suite 22A, Wailuku, Hawaii 96793

Organization's Website:

MauiChamber.com

Authorized Representative (Name, Title):

Pamela Tumpap, President

Phone Number:

808-244-0081

Email:

pamela@mauichamber.com

Additional Representative or Project Authorized Representative (Name, Title):

Amber Coutsos, Office Manager

Phone Number:

808-269-0141

Email:

officemgr@mauichamber.com

B. Project/Program Information:

Project/Program Title:

Maui County COVID-19 Emergency Small- & Micro-Business Loan Program

Project Description: One sentence that describes your project. Will be used in a press release. As the shutting down of all non-essential businesses in Maui County is required due to COVID-19, this Maui County emergency small business loan program is needed to provide an urgent lifeline to help businesses survive the COVID-19 pandemic & recession.

List specific dates for events and/or festivals:

Performance Period (check one):

Fiscal Year: July 1, 2019 – June 30, 2020

Calendar Year: January 1, 2020 – December 31, 2020

Amount of Funds Requested: \$ 1,050,000.00

Geographic Location: Wailuku Kahului East Maui Haiku-Paia-Makawao
(check all that apply) Pukalani-Kula-Ulupalakua South Maui West Maui
 Lanai Molokai Kaho'olawe

Priority Focus Area: Small Business Promotion Agriculture Technology Culture
(check all that apply) Environmental Economic Development Energy Visitor Industry

C. Hawaii Tourism Authority (HTA) and other County Funding:

Did you receive HTA funding for this project/program in calendar year 2019 ? Yes No

Do you plan on applying for HTA funding for this project for calendar year 2020? Yes No

List additional funding you anticipate/will receive from Maui County for FY20

Hawaii On The Hill \$5k
Mayor's Small Business Awards \$8k
Made In Maui County Festival Funding \$80k

D. Grant Application Certification

Maui Chamber of Commerce

Name of Applicant/Fiscal Agent

Submits this application as requested to receive County of Maui, Office of Economic Development grant funds for:

Maui County COVID-19 Emergency Small- & Micro-Business Loan Program

Project/Program Title

And hereby agrees to administer the project in accordance with the contract prescribed by the County of Maui Office of Economic Development. Distribution of grant funds is limited to those applicants who are in compliance with regulations, policies, and procedures. The Office of Economic Development reserves the right to withhold such distributions at any time the applicant/grantee is not in compliance.

It is the policy of the County of Maui, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "COUNTY", and for those who do business with the County to provide equal employment opportunities to all persons regardless of race, physical disabilities, color, religion, sex, age or national origin as mandated by the Federal Civil Rights Acts, as amended and any other federal and state laws relating to equal employment opportunities.

Authority and Capacity:

The applicant assures that it has the authority and capacity to develop and submit the application and to carry out a project pursuant to the application.

Contracts:

Contracts for a grant shall not be disbursed unless and until a fully executed grant agreement is entered into between the COUNTY and the recipient. The terms of this application shall be incorporated between the COUNTY and the recipient. Each grant agreement shall expressly state that the GRANTEE is an independent contractor and not an employee of the County and provide that the recipient or provider shall indemnify and hold harmless the County, its departments, the appropriate contracting agency and the involved officers, employees and agents from and against all claims, damages, or costs arising out of or in connection with the acts or omissions of the recipient or provider.

Continued Eligibility:

Any GRANTEE who withholds or omits any material facts to the County of Maui shall be in violation of the terms of this Agreement and may be liable to reimburse a portion of any funds received herein. Such GRANTEE shall be prohibited from receiving any grant, subsidy or purchase of service Agreement from the County of Maui for a period of five years. Organizations currently receiving funds from the County Office of Economic Development must be in good standing and up to date on all required reporting requirements and contract deliverables in order to re-apply.

Certification: Unsigned proposals will not be accepted. Two signatures are required unless the applicant is a sole proprietor or sole member of an LLC.

The applicant certifies that the data in this application is true and correct and that the Applicant shall comply with the assurances set forth in this application.

Name and title of official(s) authorized to sign for applicant organization and project representative liable for deliverables:

Must be listed as an owner, member or officer on DCCA Annual Filing, or must submit a corporate resolution identifying who may sign legal documents for the organization

Pamela Tumpap, President

Name of Authorized Representative (Name, Title)

3/28/20

Signature of Authorized Representative

Date

Amber Coutsos, Office Manager

Additional Representative or Project Authorized Representative (Name, Title)

3/29/20

Signature of Additional Representative or Project Authorized Representative

Date

E. Proposal Narrative “Short Form” (Use this form for requests less than \$50,000)

1. Introduction: Provide background information about the applicant, organization’s mission, and ability to accomplish this project. List the Project/Program organizers who will be executing the program and include descriptions of their experience and qualifications.

The Maui Chamber of Commerce has been a fixture on Maui for over 100 years, having been established in 1910 and consistently supporting economic development and business growth since then. Throughout the Chamber's history as the second oldest Chamber of Commerce in our state, we have long track record of creating businesses and economic development initiatives and training programs benefitting businesses large and small in Maui County.

In this work, we unite many partners and sponsors depending on the initiative or program, including: other Chambers of Commerce statewide (including regional and ethnic chambers), the U.S. Chamber of Commerce (on shared issues, not as a member), and various nonprofits, business alliances and industry groups on statewide, national and international basis.

Beginning in 1980, the Maui Chamber focused on efforts to support local manufacturers through the trademarked Made in Maui program, a trade council comprised of value-added agricultural producers and local manufacturers to increase awareness of our locally-made products. This included the same, but far expanded group that now participates in the Made in Maui County Festival, which we partner with the County on. The Chamber also focused on retailers in the '80s with the RITE program, a retail industry training certification program.

Each year, new opportunities are presented that we take advantage of to benefit all businesses in Maui County. Some are annual programs, like our Annual Labor Law Seminar (available to all businesses to help them understand the latest laws they face as employers), others might be something that occurs once, such as Amazon's piloted Lift Off program, where teams of Amazon employees came to Maui to help local manufacturers and retailers learn about and get a jump start in selling products on Amazon.

The Maui Chamber of Commerce and County of Maui Office of Economic Development also have a longstanding partnership. Current programs including working together on the Made in Maui County Festival, the Mayor's Small Business Awards and annual Hawaii on the Hill events. This partnership is such a great fit as both organizations work towards supporting local small businesses.

In this program, we will again partner with the Mayor's Office and the Office of Economic Development to provide loans to small- and micro-businesses in need of help to survive the COVID-19 pandemic. This work will be supported by members of the Chamber team and volunteers, including:

Pamela Tumpap - President In addition to leading and sustaining the Maui Chamber of Commerce for the last 14 years, developing a variety developing programs throughout this time, she also has 25 years of experience helping small businesses with business, marketing and financial planning. She will be the lead establishment of the Loan Program, work with the Loan Committee and other key volunteers, ensure fair and consistent loan review processes and expedite the program so that loans get in the hands of the businesses who need them as quickly as possible.

Amber Coutsos - Office Manager Known for her outstanding research, writing, management and scheduling abilities, Amber has a keen eye and pays attention to details. She is also extremely familiar with small business needs being on the front line at the Chamber and conducting surveys to better assist them. She will help ensure applications are complete and ready for review by the Loan Committee, schedule committee meetings, correspond with all involved, process the loan documents and monitor the loan process.

Daniel Southmayd - Program & Events Manager Daniel has strong planning and execution skills. He will be educating businesses about the program and how to apply, addressing applicant questions and ensuring they get needed information in, and monitoring the pipeline to determine if marketing is working or more is needed.

The Loan Committee (Volunteers) each have extensive financial and business development expertise.
OED FY20 | grants.OED@mauicounty.gov Maui Chamber of Commerce

2. **Project description:** Your summary of the project should include implementation dates, public purpose(s), project description, what is to be provided, and how it benefits Maui County.

As the County of Maui is working to ensure that no resident is evicted from their home (via foreclosure or inability to pay rent), it is also imperative to provide programs to help small- and micro-businesses survive as their owners and employees are facing extreme hardship due to being forced to close. Therefore, the Maui Chamber of Commerce is seeking \$1,050,000 to create the Maui County Emergency Small- and Micro-Business Loan program to provide an urgent lifeline, effective immediately and until the \$1M in loan funds have been exhausted, to help business survive the COVID-19 pandemic and resulting recession.

During 2007-08 recession, large companies like Aloha Airlines and Maui Pineapple Company closed early on, equating to hundreds of job losses. This was compounded by the hundreds of small- and micro-businesses who also did not survive at a time when businesses remained open and visitors were still coming to Maui. Imagine the devastation they and their employees are facing now.

The emphasis of this program is on serving small, economically disadvantaged businesses by providing emergency and working capital to help them succeed. Participating businesses will also be offered support through vital business development resources, auxiliary programs, and mentoring.

Loans awarded through the program are offered as emergency and working capital loans in amounts ranging from \$7,500 - \$25,000, up to \$1,000,000, with no prepayment penalties, however, with a 0% interest loan, prepayment is not anticipated. We expect to award 75-125 loans, depending on need and amounts requested.

The Maui Chamber of Commerce will establish, administer, monitor and report on this loan program throughout the duration of the program and will assist loan recipients with business development and mentoring programs as well. This work includes:

- Setting up a bank account, program accounting system and determining how the loan fund will be managed and administered;
- Determining loan requirements, loan period, and guidelines for making loans;
- Establishing a loan review committee and schedule for making awards;
- Determining the repayment process;
- Creating the loan documents;
- Developing an electronic and fillable online loan application (including a checklist and system for uploading attachments), as well as pdf and printed applications;
- Creating a system for receiving loan applications, checking for completeness and communicating with applicants to ensure applications are complete and able to move on to review;
- Marketing the loan fund program in partnership with the County (creating displays, a website, social media avenues, printed fliers, newspaper, radio and television ads, etc.) from roll-out to completion, with ongoing marketing updates that include: borrower testimonials and publicity, loan fund updates, and publicity of loan closings;
- Accepting applications and ensuring they are complete;
- Scheduling and holding meetings with the loan determination committee;
- Executing approved loans and cutting checks to borrowers; and
- On-going business development, mentoring, program management and reporting.

As principal payments are received back into the loan fund by borrowers and the loan fund grows, additional loans may be made once the fund grows to an adequate level to offer additional loans.

This program benefits Maui County by helping to sustain microenterprise businesses which are job creators who employ significant numbers of people in our community, provide needed products and services, contribute to local spending and the well being of other businesses in Maui County, and who support Maui County's tax base.

3. **Problem/Need Target Groups:** Provide justification for the request. Define and quantify the economic problems and needs to be addressed and the geographic areas and population to be served. Explain how the request will maintain or expand an existing program or establish a new one. Please be very specific.

Given the unprecedented COVID-19 pandemic, where the State of Hawaii and Maui County must require all non-essential businesses to shut down their businesses and require all residents and non-essential business employees to "Stay at Home and Work at Home" until 4/30/20 or longer (depending on the course of the pandemic), Mayor Victorino, the County of Maui and Maui Chamber of Commerce all recognize the extreme hardship this will cause small and micro-businesses of ten or fewer employees. We are therefore partnering to create this Maui County Emergency Microenterprise Loan Program to help our extremely small businesses on Maui, Molokai, and Lanai survive these very difficult times and retain as many employees as possible.

Small businesses are the backbone of our community and job generators. The Association for Enterprise Opportunity (AEO) – the national trade association for microenterprise development organizations estimates that more than 20 million microenterprises are operating in the United States and that microenterprise employment represents 16.6% of all private (non-farm) employment in the country. However, micro- and small businesses do not have the backing, financing options, contingency plans or resources that medium- to large-sized businesses have. They work on tighter margins, with limited savings and cash flow has an even greater impact on their operations and daily lives. So, when they have to shut down their operations and lose revenue for any period of time, while still having to pay standard operational costs, owners quickly run through business and personal savings, which makes it harder, if not impossible, to reopen without assistance. This new and urgent program in response to COVID-19 and the resulting economic crisis impacting small businesses is aimed at giving them a lifeline to help them operate after the required closure period and beyond.

4. **Economic Impact:** Describe how your project will increase your organizations capacity by either expanding an existing business and/or by creating new jobs. Explain how this project will benefit Maui's economy, and answer the question "Why should Maui County taxpayers fund this project?".

This program will increase the Maui Chamber of Commerce's organizational capacity by: providing another a much needed tool to assist the all small businesses that are hardest hit by COVID-19 during this tragic time; quickly helping us see and have better data on the effects of COVID-19 on our small- and micro-businesses in Maui County and learn how they are addressing challenges to survive; correlating and sharing the data to help us, the County of Maui, other business developers and nonprofits more aptly respond to their immediate and long-term needs and offer needed and/or new solutions; allowing the Maui Chamber to reach and assist more small- and micro-businesses throughout Maui County that are not Chamber members and who may not know about the Maui Chamber and our various business and economic development programs to assist them; helping to unite Maui's County's island Chamber's as we work together to encourage small- and micro-businesses on each island to apply; building further connections and alliances between the ethnic Chambers of Commerce with the island Chambers of Commerce as we share this programs with members and all businesses throughout the County; and bringing additional community awareness to the work of the Maui Chamber of Commerce and other Chambers as the program is promoted throughout Maui County.

This program benefits Maui County and should be supported by taxpayer funding as it: helps sustain to small- and microenterprise businesses during this crisis, many of which may not otherwise make it; keeps more employees employed, helping to sustain local families, reducing their need for other relief assistance (offered by the County or State), reducing the demand on unemployment and helping to keep more dollars circulating within our island communities; makes additional products and services available in our community as these businesses continue to operate; further generates additional local spending as these businesses purchase need goods and services to operate their businesses; contributes to the County's tax base; and creates expanded opportunities for additional job creation over time.

5. (a) Goals, Objectives and Action Steps: Goals are the end result you want to achieve. Objectives are the means to get you there, via specific action steps.

GOAL 1		
To quickly provide loans to qualifying small- and micro-businesses to help as survive the COVID-19 pandemic & recession as possible with the \$1M available and reporting on impacts of this program.		
Objective 1: Establishing & Marketing the Loan Program	Objective 2: Granting Loans	Objective 3: Ongoing Program Management and Reporting on the Program Impacts
Action Steps	Action Steps	Action Steps
Design and Creation of the Loan Program, Determining Needed Processes and Developing Policies & Procedures	Receiving Loan Applications Online, by Email or Dropped Off	Initial Report to Include: Lending Process, Number of Loans Made, List of Borrowers and Amounts Received, Expected Impacts from Loans Made, Any Needs Not Able to be Addressed Due to Limited Funding, etc.
Develop an Electronic Fillable . Online Loan Application (including a checklist and system for uploading attachments), As Well as pdf and Printed Applications	Reviewing Applications to Ensuring They Are Complete & Ready for the Loan Committee's Review	Ongoing Checkins with Borrowers to See How They Are Faring & Provide Consulting, Mentorship or Other Help As Needed
Create a System for Receiving and Checking Loan Applications for Completeness, Communicating with Applicants to Ensure Applications Are Complete Before Review	Loan Committee's Review of Complete Applications & Loan Determinations	Periodic Program Updates During the Loan Period
Establish a Loan Committee to Review Applications & Make Loan Determinations	Notifying Applicants of Loan Determinations & Next Steps - Providing Recommendations & Assistance to Those Not Approved and Letting Those Approved Know the Next Steps For Executing The Loan	Receive Repayments & Build Fund, Offer Additional Loans When Funds Are Available for Lending and Provide Loan Forgiveness for Those Unable to Repay the Loan
Create a Marketing Plan and Needed Materials to Effectively Market the Loan Program from Roll-out to Completion	Executing Loans & Providing Funds To Borrowers List borrowers & amounts approved & distributed in each quarterly report.	Provide a Final Program Report at the End of the Loan Period

*(attach additional Goals, objectives, and Action Steps as needed)

5 (b) Dashboard of Performance Measures: Each program/project/event is unique and therefore should be reflected in your goals and measurements. See Handbook for further explanation and examples

Dashboard of Performance Measures OBJECTIVE 1								
Indicate <input type="checkbox"/> Fiscal Year or <input checked="" type="checkbox"/> Calendar Year	2015	2016	2017	2018	2019			
Performance Measure: Documentation on the Overall Loan Program Development, including the Need, Purpose, Benefits, Loan Requirements, and Processes for Establishment, Making Loans, and Ongoing Operations.					2020 X			
Performance Measure: Creation of Loan Program Documentation, including: Loan Guidelines, Loan Application, Application Scoring Sheet & Loan Instrument					2020 X			
Performance Measure: Number of marketing Materials and Strategies Created to Promote the Loan Program and the Reach of Each					2020 X			
OBJECTIVE 2								
Performance Measure: Number of Applications Received & Reviewed					2020 X			
Performance Measure: Communication with Applicants On Loan Approval or Denial and Help Provided					2020 X			
Performance Measure: Number of Loans Made					2020 X			
Number of Businesses Provided Additional Assistance					X			
Number of Reports & Updates Submitted					X			

*(attach additional Performance Measures as needed)

6. **Marketing Plan:** Please provide a marketing plan for your project including the use of local resources to promote your business, organization, project, or event.

Marketing of the Loan Program will be done in partnership with the County and will be widespread through many community partners, including: business developers, ethnic Chambers, island Chambers, local financial institutions, nonprofits and the Maui Chamber of Commerce's marketing and promotional avenues. We want to reach all small- and micro-businesses that can benefit from this program on Maui, Molokai and Lanai. As most of our community are under the "Stay at Home, Work from Home" COVID-19 emergency mandate, initial marketing will focus on electronic and online distribution of marketing and loan materials, including: a website with an electronic fillable loan application, check list, and guidelines for applying; social media posts and advertising boosts across various channels; electronic brochures and fliers that can be printed at home; newspaper advertising; radio advertising; and possibly television advertising and/or promotion on Akaku. As the threat of COVID-19 passes and we are able to return to work and attend various meetings and events, program displays and print materials will be created and distributed. These would be used at various County and Chamber events, possibly bank branch locations, and at other distribution centers. The program will be marketing from roll-out to completion, beginning immediately through all loan awards and exhaustion of loan funding. It will include: initial program announcements, application availability, ongoing loan fund updates, borrower testimonials, publicity on loan closings, and promotion of all reports.

7. **Use of Local Community Resources:** Other than OED funding, list other resources that will be needed to implement this project/program.

There will be 10-12 business person volunteers from business appraisal, business development, banking/lending, marketing, and nonprofit businesses who are volunteering their time to serve on the Loan Committee. They have committed to meet weekly for the required number of hours to quickly process loans until the loan funds have been fully expended.

Marketing of the program and materials distribution will be boosted by the in-kind contributions of business developers, ethnic Chambers, island Chambers, local financial institutions, nonprofits, civic groups such as Kiwanis and Rotary and the Maui Chamber of Commerce.

Business leaders who are members of the Maui Chamber of Commerce's Ambassador Program will volunteer to not only market and promote the program, but receive training and help answer business questions about the program and application process.

Other Chamber members will market and promote the program through their networks and social media presence.

8. **Economic Self-Sufficiency:** How do you expect this project/program to become economically self-sufficient in the future? Describe how you would accomplish this including a detailed timeline and ways you will generate revenue or leverage the County funding with this project/program.

This is a unique and unprecedented program that came about due to COVID-19. While we would love to see the pandemic pass and never see it again, that is unlikely as many experts are already talking about another wave next year and we do not know if we will have vaccines by then and how effective they will be. So, we view the creation of this effort as a model for future economic downturns or recessions, whether it be another wave of COVID-19, a different pandemic, or a disaster or recession of another kind. Therefore, clearly documenting the program and reporting on its effectiveness are vital for future use. In reporting, we will share on what went well and worked, what we would do differently, lessons learned and provide recommendations for the future. Given this, we believe that funds spent on the development of the program will have ongoing benefit and offset the costs of starting up future programs.

As this is an emergency loan programs, the goals it to spend the funds as quickly as possible. However, if the program is successful and loans are repaid as intended, those repaid loans will build corpus that can be used for future lending and sustaining the program within the next several years. As loan payment deferral is anticipated until after COVID-19 passes, and we don't currently know when that will be, the payment start dates are TBD at this point, as is the loan period, but we are currently looking at a loan repayment period of 5-7 years, with payments accumulating during that time.

Further, as the Maui Chamber of Commerce set this program up under its 501(c)3 Foundation, other foundations, businesses, organizations and individuals can make contributions to the fund to extend the life of the fund and loan awards.

9. **Green Initiatives and Eco-friendly Practices:** Explain how you will use resources efficiently, create sustainability and be eco-friendly while executing your project/program/event. (See grant handbook for examples)

We will primarily be using electronic and online communication, materials, advertising and promotion which will greatly reduce the use of paper and printing. If we do any printing, we will use recycled materials as much as possible.

As all meetings in the near- and possible longer-term will take place via teleconferencing or videoconferencing, saving a tremendous amount of drive time and gas, as well as preventing emissions when vehicles are not being used to conduct this work.

Reports will also be created using various software programs and distributed electronically as pdf files.

10. **Itemized Project Budget and Narrative:** Use excel template on OED website to provide complete income and expenses for the entire project/program

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EXHIBIT "B"
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.

- 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.

- 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

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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.** During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained general and professional liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. Grantee shall provide 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 County shall be listed as an additional insured on all policies, with the exception of professional liability. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, the insurance carriers for Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a certified copy of the policies. Grantee shall also carry workers' compensation 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 Contract.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.

- 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

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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

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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.** 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 or personal property acquired with County funds for the purposes described in this Agreement, the 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, the 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/or personal property acquired or improved in whole or in part with County funds.
- 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.** Unless otherwise specified herein, Grantee shall submit on its company/agency's letterhead written reimbursement request 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:
 - 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. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
 - c. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
 - d. 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
 - e. Be presented in duplicate, with two (2) complete sets of all items submitted.

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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.

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.

- 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.

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SPECIAL PROVISIONS

(REQUIRED FEMA DISASTER PROVISIONS)

- 1. Administrative, Contractual, or Legal Remedies.** For all contracts greater or equal to \$150,000, which is the current Simplified Acquisition Threshold set by the Civillian Agency Acquisition Council and the Defense Acquisition Regulations Council pursuant to 41 U.S.C. § 1908, Contractor agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Hawaii, General Conditions (AG-008), which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.
- 2. Termination for Cause and for Convenience.** For all contracts in excess of \$10,000, Contractor agrees to be bound by the termination for cause and for convenience provisions set forth in the State of Hawaii, General Conditions (AG-008).
- 3. Equal Employment Opportunity.** If this contract is for construction, Contractor agrees, pursuant to the requirements provided in 2 C.F.R. Part 200, Appendix II, and 41 C.F.R. § 60-1.4(b), as follows:
 - a.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b.** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c.** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d.** Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to

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be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 [Part I - Nondiscrimination in Government Employment; Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors; Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts], and the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor also agrees to include the following language in every subcontract or purchase order (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965), followed by the provisions of subparagraphs (A) through (G) in this paragraph 3, so that such provisions will be binding upon each subcontractor or vendor.

Contractor shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

[followed by Subsections (A) through (G)]

Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 4. **Contract Work Hours and Safety Standards Act.** If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor agrees to comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708, and the

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accompanying Department of Labor regulations, 29 C.F.R. Part 5. Contractor, pursuant to 40 U.S.C. § 3702, shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the Contractor shall compensate the worker at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. If this contract includes construction work, Contractor shall not require any laborer or mechanic performing work under this contract to perform such work in surroundings or under working conditions which are unsanitary, hazardous or dangerous, provided however, that such requirements shall not apply for purchases of supplies or materials or of articles ordinarily available on the open market, or for contracts for transportation.

5. **Clean Air Act and Federal Water Pollution Control Act.** Contractor agrees to comply with paragraph 40 (Pollution Control) of the State of Hawaii, General Conditions (AG-008), and all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387, and will report violations to FEMA and the Regional office of the Environmental Protection Agency.
6. **Energy Efficiency.** To the extent applicable to this contract, Contractor agrees to comply with all applicable mandatory standards and policies relating to energy efficiency of the State.
7. **Excluded Parties List System.** Contractor understands and agrees that if Contractor is listed on the government-wide Excluded Parties List System in the System for Award Management at www.SAM.gov as suspended or debarred, Contractor cannot be awarded this contract.
8. **Byrd Anti-Lobbying Amendment.** If this contract is for an award of \$100,000 or more, Contractor shall file a written declaration with the State agency identified as the contracting agency for this project certifying that Contractor has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Included within the written declaration shall be the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor with respect to this contract. Contractor also agrees to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
9. **Recovered and Recycled Materials.** To the extent applicable to this contract, Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 requires Contractor to use only items, designated in guidelines of the Environmental Protection Agency at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.

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

FIRST AMENDMENT TO GRANT AGREEMENT OF COUNTY FUNDS
MAUI CHAMBER OF COMMERCE
MAUI COUNTY COVID-19 Emergency Small & Micro Business Loan
Program

(Grant No. G5077)

Source of Funds: 101414 COVID-19 \$750,000.00

Total Additional Certification Requested from County: \$750,000.00

THIS FIRST AMENDMENT TO GRANT AGREEMENT OF COUNTY FUNDS, made this 18th day of June, 2020, by and between the MAUI CHAMBER OF COMMERCE, a Hawaii non-profit, whose mailing address is 95 Mahalani Street #22A, Wailuku, Hawaii 96793, hereinafter called "Grantee", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "County", collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the COUNTY and GRANTEE entered into that certain Grant Agreement of County Funds (#G5077) (The "Grant Agreement"), dated April 6, 2020, on file with the Director of Finance and incorporated herein by reference, to provide grant funds to MAUI CHAMBER OF COMMERCE for its Program; and

WHEREAS, the parties desire to amend the Grant Agreement to provide for an extension of the Performance Schedule in the existing Grant Agreement, pursuant to Exhibit "A", attached hereto and incorporated herein;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereby agree to amend the Grant Agreement to read as follows:

1. Section C., Program Budget, is hereby amended to read as follows:

"C. Program Budget. The County agrees to make available as a grant to the Grantee, a sum not to exceed SEVEN HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) in grant funds, for a total of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00). Grantee shall utilize all County funds granted hereunder in accordance with the Grant Agreement and solely for the Grantee's Program."

2. Section H., General Conditions. General Conditions have been updated. Grantee shall comply with the General Terms and Conditions set forth in Exhibit "B" attached hereto and made a part hereof.

3. Funding of the Project is made pursuant to and in accordance with the CARES Act. Grantee understands and acknowledges that monies under this grant are prohibited for the following uses:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.

E. Reimbursement to donors for donated items or services.

F. Workforce bonuses other than hazard pay or overtime.

G. Severance pay.

H. Legal settlements.

I. Other expenditures and costs prohibited by, or inconsistent with guidance provided by, the U.S. Department of Treasury.

J. Section M., Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year first above written.

GRANTEE:
MAUI CHAMBER OF COMMERCE

By *Pamela Tumpap*
(Signature)

Pamela Tumpap
(Print Name)

Its President
(Title)

By _____
(Signature)

(Print Name)

Its _____
(Title)

COUNTY OF MAUI:

By Michael P. Victorino
MICHAEL P. VICTORINO
Its Mayor

APPROVAL RECOMMENDED:

Joann T. Inamasu
JOANN T. INAMASU
Director
Office of Economic Development

Michele M. Yoshimura
MICHELE M. YOSHIMURA
Budget Director

APPROVED AS TO FORM
AND LEGALITY:

Stephanie M. Chen
STEPHANIE M. CHEN
Deputy Corporation Counsel

Env Mgmt	
Finance	✓
Fire	
Hsg&HC	
Liquor	
Parks&R	
Personnel	
Planning	
Police	
Prosecutors	
Public W	
Transport	
Water S	
Mgmt	
Mayor	
Budget	✓

ORDINANCE NO. 5071
 BILL NO. 48 (2020)

RECEIVED
 2020 MAR 23 AM 7:59

A BILL FOR AN ORDINANCE AMENDING APPENDIX A OF THE FISCAL YEAR 2020 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO PART II, SPECIAL PURPOSE REVENUES - SCHEDULE OF REVOLVING/SPECIAL FUNDS FOR FISCAL YEAR 2020, EMERGENCY FUND

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 4988, Bill No. 36 (2019), Draft 1, as amended, "Fiscal Year 2020 Budget", Appendix A, Part II, Special Purpose Revenues – Schedule of Revolving/Special Funds for Fiscal Year 2020, is hereby amended as it pertains to the Emergency Fund, by adding a proviso, to read as follows:

"II. SPECIAL PURPOSE REVENUES - SCHEDULE OF REVOLVING/SPECIAL FUNDS FOR FISCAL YEAR 2020

	<u>ESTIMATED BALANCE AS OF 6/30/19</u>	<u>ANTICIPATED REVENUES FOR FY 2020</u>	<u>TOTAL FOR FY 2020</u>
"K. Emergency Fund (Section 9-14, Revised Charter of the County of Maui (1983), as amended; Chapter 3.96, Maui County Code)	32,449,172	6,500,000	38,949,172
(1) <u>Provided, that \$4,000,000 shall be for County costs related to COVID-19."</u>			

SECTION 2. New material is underscored.

SECTION 3. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



 DAVID A. GALAZIN
 Deputy Corporation Counsel

WE HEREBY CERTIFY that the foregoing BILL NO. 48 (2020)

1. Passed FIRST and FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on the 20th day of March, 2020, by the following vote:

Alice L. LEE Chair	Keani N. W. RAWLINS-FERNANDEZ Vice-Chair	G. Riki HOKAMA	Natalie A. KAMA	Kelly T. KING	Michael J. MOLINA	Tamara A. M. PALTIN	Shane M. SINENCI	Yuki Lei K. SUGIMURA
Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye

2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 20th day of March, 2020.

DATED AT WAILUKU, MAUI, HAWAII, this 20th day of March, 2020.

RECEIVED
2020 MAR 20 PM 3:58
OFFICE OF THE MAYOR

ALICE L. LEE, CHAIR
Council of the County of Maui

KATHY L. KAOHU, COUNTY CLERK
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 20th DAY OF March, 2020.

MICHAEL P. VICTORINO, MAYOR
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said BILL was designated as ORDINANCE NO. 5071 of the County of Maui, State of Hawaii.

KATHY L. KAOHU, COUNTY CLERK
County of Maui

Passed First and Final Reading on March 20, 2020.
Effective date of Ordinance March 20, 2020

RECEIVED
2020 MAR 20 PM 4:28
OFFICE OF THE COUNTY CLERK

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 5071, the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

County Clerk, County of Maui

County of Maui

BD0310M_2: Grants Full Budget, Actual and Encumbrance Report for Fiscal Year as of 6/19/2020

Index	Sfd	Fc	Dp	Prg	Acty	Ds	S	Index	Title	Original	Amended	Carryover	PY Encumbrance	Actual	Encumbrance	Balance
Index	-Sobl	Ch	Obj	B	Of	Catfr	O	Ty	S	Subobject	Description					
101414	6012	60	601	5	99	6000	6	XP	A	Construction Materials				822.11		(822.11)
101414	6016	60	601	5	99	6000	6	XP	A	Electrical parts & supplies				4,187.35	1,548.29	(5,735.64)
101414	6022	60	601	5	99	6000	6	XP	A	Gasoline, Diesel, Oil, etc.				1,287.41		(1,287.41)
101414	6024	60	601	5	99	6000	6	XP	A	Janitorial Supplies				8,429.18		(8,429.18)
101414	6031	60	601	5	99	6000	6	XP	A	Repairs & Maintenance Supplies				499.29		(499.29)
101414	6034	60	601	5	99	6000	6	XP	A	Medical & Safety Supplies				386,020.34	19,225.33	(405,245.67)
101414	6035	60	601	5	99	6000	6	XP	A	Miscellaneous Supplies				17,030.67	17,859.00	(34,889.67)
101414	6037	60	601	5	99	6000	6	XP	A	Office Supplies				990.91		(990.91)
101414	6039	60	601	5	99	6000	6	XP	A	Paint & painting supplies				805.16		(805.16)
101414	6051	60	601	5	99	6000	6	XP	A	Safety Supplies				7,572.79	8,743.99	(16,316.78)
101414	6052	60	601	5	99	6000	6	XP	A	Small Tools					23,085.49	(23,085.49)
101414	6101	60	610	5	99	6000	6	XP	A	Advertisement				1,137.51		(1,137.51)
101414	6107	60	610	5	99	6000	6	XP	A	Cesspool pumping				6,598.98		(6,598.98)
101414	6109	60	610	5	99	6000	6	XP	A	Collection/Convenience Fees				89,082.68		(89,082.68)
101414	6112	60	610	5	99	6000	6	XP	A	Contractual Service				32,140.35		(32,140.35)
101414	6122	60	610	5	99	6000	6	XP	A	Freight and Hauling				1,118.76		(1,118.76)
101414	6124	60	610	5	99	6000	6	XP	A	Janitorial Services				24,691.06	6,363.50	(31,054.56)
101414	6125	60	610	5	99	6000	6	XP	A	Maintenance agreements				31,610.10		(31,610.10)
101414	6129	60	610	5	99	6000	6	XP	A	Other Services				120,426.19	11,609.98	(132,036.17)
101414	6130	60	610	5	99	6000	6	XP	A	Printing & Binding				356.84		(356.84)
101414	6132	60	610	5	99	6000	6	XP	A	Professional Services				41,695.32		(41,695.32)
101414	6136	60	610	5	99	6000	6	XP	A	Repairs/maintenance grounds				595.86		(595.86)
101414	6138	60	610	5	99	6000	6	XP	A	R & M - Services/Contracts				9,360.00		(9,360.00)
101414	6139	60	610	5	99	6000	6	XP	A	Repairs & Maintenance - Others				2,000.00		(2,000.00)
101414	6152	60	611	5	99	6000	6	XP	A	Cellular telephone				183.80		(183.80)
101414	6178	60	611	5	99	6000	6	XP	A	Water delivery charges				4,795.72		(4,795.72)
101414	6201	60	615	5	99	6000	6	XP	A	Airfare, Transportation				73,008.00	18,252.00	(91,260.00)
101414	6221	60	620	5	99	6000	6	XP	A	Miscellaneous Other Costs				164,388.40	184,078.06	(348,466.46)
101414	6222	60	615	5	99	6000	6	XP	A	Per Diem Non-Reportable				16,181.86		(16,181.86)
101414	6235	60	620	5	99	6000	6	XP	A	Rentals				312.50		(312.50)
101414	6317	60	620	5	99	6000	6	XP	A	County grant subsidy				1,070,000.00		2,930,000.00
101414	6559	65	653	5	99	6000	6	XP	A	Rentals				7,838.95		(7,838.95)
101414	7031	70	713	5	99	6000	6	XP	A	Computer Equipment				37,810.08	2,224.05	(40,034.13)
101414	7036	70	713	5	99	6000	6	XP	A	Furniture/Fixtures				5,926.08		(5,926.08)
101414	7044	70	713	5	99	6000	6	XP	A	Other Equipment				343,086.00	251,981.56	(595,067.56)
101414	101	10	03	030	00080	09	A			COVID-19		0.00	0.00	2,511,990.25	544,971.25	943,038.50
101	County Revolving Funds										4,000,000.00	0.00	0.00	2,511,990.25	544,971.25	943,038.50
Grand Total											4,000,000.00	0.00	0.00	2,511,990.25	544,971.25	943,038.50
																23.6%

EXHIBIT A - State of Hawaii Assurances

I, _____, am the Mayor of _____
("County") and, as the duly authorized representative of Grantee, I certify that the Grantee:

1. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with UIPA, Chapter 92F, unless otherwise expressly prohibited by law.
2. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
3. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
4. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
5. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
6. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
7. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
8. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
9. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act

of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
13. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
14. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
15. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
16. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
17. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.

By: _____

Title: _____

Signature: _____

Date: _____

**GRANT OF COUNTY FUNDS
G5077 MAUI CHAMBER OF COMMERCE**

**EXHIBIT "B"
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.

- 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.

- 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.

**GRANT OF COUNTY FUNDS
G5077 MAUI CHAMBER OF COMMERCE**

- 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.** During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for property damage and bodily injury liability, or such greater amount as may be required from time to time by the County, and provides for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS". The County, in its sole discretion, may accept a commercial general liability policy where the defense costs erode the limit of liability on a case by case basis, but Grantee shall make every reasonable effort to comply with this provision.

If an automobile or automobiles are required to perform any or all of the services or activities described in this Agreement, Grantee shall maintain at all times, or cause to be maintained, an automobile liability insurance policy 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. If professional services are required to perform any or all of the services or activities described in this Agreement, Grantee and any subcontractors responsible for performing that service or activity shall maintain at all times or caused to be maintained professional liability insurance coverage 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) for each occurrence.

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. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance, which names "THE COUNTY OF MAUI, ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, EMPLOYEES and AGENTS" as additional insureds. Thereafter, prior to the expiration of each policy period, the insurance carriers for Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a certified copy of the policies. Grantee shall also carry workers' compensation 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 Contract.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County 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.** 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

**GRANT OF COUNTY FUNDS
G5077 MAUI CHAMBER OF COMMERCE**

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;

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- 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.** 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 or personal property acquired with County funds for the purposes described in this Agreement, the 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, the 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/or personal property acquired or improved in whole or in part with County funds.
- 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.** Unless otherwise specified herein, Grantee shall submit on its

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company/agency's letterhead written reimbursement request 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:

- 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. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
- c. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
- d. 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
- e. 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 or original tax clearance certificates for the 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 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.

- 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

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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.
- 29) ADDITIONAL CARES ACT REQUIREMENTS. Additional CARES Act requirements are attached to this Agreement and are made a part thereof.

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SPECIAL PROVISIONS

(REQUIRED FEMA DISASTER PROVISIONS)

- 1. Administrative, Contractual, or Legal Remedies.** For all contracts greater or equal to \$150,000, which is the current Simplified Acquisition Threshold set by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council pursuant to 41 U.S.C. § 1908, Contractor agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Hawaii, General Conditions (AG-008), which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.
- 2. Termination for Cause and for Convenience.** For all contracts in excess of \$10,000, Contractor agrees to be bound by the termination for cause and for convenience provisions set forth in the State of Hawaii, General Conditions (AG-008).
- 3. Equal Employment Opportunity.** If this contract is for construction, Contractor agrees, pursuant to the requirements provided in 2 C.F.R. Part 200, Appendix II, and 41 C.F.R. § 60-1.4(b), as follows:
 - a.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b.** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c.** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d.** Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 [Part I - Nondiscrimination in Government Employment; Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors; Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts], and the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor also agrees to include the following language in every subcontract or purchase order (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965), followed by the provisions of subparagraphs (A) through (G) in this paragraph 3, so that such provisions will be binding upon each subcontractor or vendor.

Contractor shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

[followed by Subsections (A) through (G)]

Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 4. **Contract Work Hours and Safety Standards Act.** If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor agrees to comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708, and the accompanying Department of Labor regulations, 29 C.F.R. Part 5. Contractor, pursuant to 40 U.S.C. § 3702, shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the Contractor shall compensate the worker at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. If this contract includes construction work, Contractor shall not

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require any laborer or mechanic performing work under this contract to perform such work in surroundings or under working conditions which are unsanitary, hazardous or dangerous, provided however, that such requirements shall not apply for purchases of supplies or materials or of articles ordinarily available on the open market, or for contracts for transportation.

5. **Clean Air Act and Federal Water Pollution Control Act.** Contractor agrees to comply with paragraph 40 (Pollution Control) of the State of Hawaii, General Conditions (AG-008), and all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387, and will report violations to FEMA and the Regional office of the Environmental Protection Agency.
6. **Energy Efficiency.** To the extent applicable to this contract, Contractor agrees to comply with all applicable mandatory standards and policies relating to energy efficiency of the State.
7. **Excluded Parties List System.** Contractor understands and agrees that if Contractor is listed on the government-wide Excluded Parties List System in the System for Award Management at www.SAM.gov as suspended or debarred, Contractor cannot be awarded this contract.
8. **Byrd Anti-Lobbying Amendment.** If this contract is for an award of \$100,000 or more, Contractor shall file a written declaration with the State agency identified as the contracting agency for this project certifying that Contractor has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Included within the written declaration shall be the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor with respect to this contract. Contractor also agrees to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
9. **Recovered and Recycled Materials.** To the extent applicable to this contract, Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 requires Contractor to use only items, designated in guidelines of the Environmental Protection Agency at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.

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