



# Diversifying our Economy Strengthening Our Community Protecting Our Resources

The Mayors office of Economic Development provides grants for programs, projects, and events for a wide range of activities that will provide positive economic impact within the County of Maui. Grant funds can be awarded to both non-profit and for profit organizations.

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# IMPORTANT DATES

Grant Period: FISCAL YEAR 2026 July 01, 2025 through June 30, 2026

# **Application Deadlines**

Round 1
Call for Proposals: 4/01/25
Grant Application due:
4/30/25
Grant Committee
Review: 5/01/25

# Subsequent Rounds

Pending available funding, all subsequent grant rounds will be posted on the Office of Economic Development's grants page on the County of Maui website.

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Phone: (808)270-7710
Fax: (808) 270-7995
www.mauicounty.gov/oed
grants.OED@mauicounty.gov



# I. Introduction to OED Grant Program

Welcome to the OED Grant Handbook!

We're excited to introduce Submittable, an innovative platform that simplifies how you apply for, manage, and report on grants with the Office of Economic Development (OED). With Submittable, you'll experience a streamlined, intuitive, and user-friendly interface, designed to make your entire grant journey easier and more efficient.

Submittable centralizes everything in one easy-to-use hub—whether you're submitting an application, tracking progress, or reporting outcomes. No more juggling multiple systems or documents; everything is right at your fingertips.

Getting started is simple: Visit <a href="https://mauioed.submittable.com/submit">https://mauioed.submittable.com/submit</a> to begin your seamless grant application process. From there, you can explore opportunities, submit applications, and track progress all in one place.

Thank you for partnering with the Office of Economic Development in Maui County. We're here to support you throughout this process and help bring your vision to life. We look forward to working with you and supporting your success!

- **1. Apply with Ease:** Submit grant applications seamlessly through Submittable.
- 2. Access Application
  Status: View the status of your application(s) at any time,
  ensuring transparency and convenience.
- 3. Submit Quarterly

Reports: Easily submit required reports directly through the platform.
4. Review Approved Reports: Access and review previously

review previously approved reports within Submittable.

7a. Collaborate
Effectively with

Colleagues: Use of a generalized organization email address ensures continuity in case of staff changes and avoids dependence on an individual email address.

# 5. Upload Invoices:

Submit invoices effortlessly, streamlining the payment process.

6. Request

Reimbursement: Initiate reimbursement requests conveniently through the platform.

# 8. Centralized Communication:

Submittable will serve as the central hub for all grantrelated correspondence, making it easy to access important documents and communication history.

recommended to use a general organization email address, accessible to multiple authorized agents , when inviting colleagues to assist in managing grant-related tasks and permissions.

7. Collaborate Effectively

with Colleagues: It is



# I. Introduction to OED Grant Program (contd)

#### WHAT TO KNOW

#### **Reimbursable Grant**

This is a reimbursable grant program, and payments will be made as the work is performed.

Invoices will be accepted once a month.

#### **Use of Funds**

Officers of the Organization can not be compensated under this grant

#### **Public Documents**

Documents submitted along with this grant application during the performance period will be considered public documents and are subject to the provisions of the Uniform Information Practices Act

#### **Grant Extensions**

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

# Certificate of Liability Insurance

Must be secured upon confirmation of OED funding and is required to execute grant agreement. Combined Single Limit ("CSL") of liability coverage of \$1,000,000; no erosion of limit by payment of defense costs; and minimum annual aggregate limit of \$2,000,000.

#### **ELIGIBLE PROJECTS**

The Office of Economic Development (OED) provides grants for programs, projects, and events that promote and nurture sustainable economic development within Maui County, consistent with the community's needs and priorities. **Projects must show a direct benefit to Maui's economy** through activities in priority target areas, including small business promotion, technology in business, culture, arts, tourism management, sports, and events. Specific criteria include the overall benefit to the people of Maui County, the population served, and the impact on Maui communities. **These funds are intended to be a catalyst for economic growth and capacity building of local organizations towards economic self-sufficiency, not for long-term dependence on County funding.** 

#### WHO MAY APPLY

Eligible applicants include **for-profit organizations** incorporated under the laws of the State of Hawaii, as well as **non-profit organizations** determined to be exempt from federal income tax by the Internal Revenue Service. All applicants must be in good standing with the State and Federal government and are required to provide necessary documents. These documents include a certificate of vendor compliance, DCCA annual filing, IRS W-9, a current financial statement, a list of the current Board of Directors, a corporate resolution, and a certificate of liability insurance.

#### **LINE ITEM AND PROVISO**

A Line Item or Proviso is an appropriation established by the Maui County Council in the Fiscal Year Budget, specifically allocated for an organization and/or project.

Applications available f	rom April 1, 2025
Application Deadlin	e April 30, 2025 Subsequent Rounds: TBA
Line item and Provis	Open: April 1, 2025 Close: August 30, 2025



# II. REQUIRED DOCUMENTS

# Certificate of Vendor Compliance (dated within 2 months)



To obtain this form, visit Hawaii
Compliance Express
(HCE) on line at
vendors.ehawaii.gov. Under
Hawaii law, you must provide
proof of compliance in order
to receive a contract worth

**QUICK TIP** 

The name of the applicant / fiscal agent must be CONSISTENT IN ALL DOCUMENTS.

\$2,500 or more with state and county government entities in Hawaii. HCE is an electronic system that allows vendors doing business with state or county agencies to quickly and easily obtain proof that they are compliant with applicable laws. With a subscription fee, registered HCE vendors receive a full year of service, automatic email notifications of status changes, and unlimited access by state and county government entities to print certificates for use. If the vendor is not compliant, the vendor is responsible to contact the respective department to resolve the issue.

## **Current Financial Statement**

Submit your most recent financial statement (12-month profit & loss and balance sheet for the grantee). In the event that the grantee is the fiscal agent, the financial statements and balance sheets should include those of the sub recipient. OED reserves the right to request an audited financial statement prepared by a Certified Public Accountant (CPA).

	largin		8%		9%	11%		6%		8%		1%	52	21	179		159		12%		2%	5%		17%
NET INCOME		\$	441	5	541	\$ 600	5	362	5	468	\$	65	5 8,	192	\$ 1,0	14	5 9	41	\$ 760	) \$	99	\$ 3	329	\$13,81
TOTAL EXPENSES		5	5,325	5	5,225	\$ 5,160	5	5,404	5	5,298	5 5	5,701	5 7,	574	\$ 5,0	90	\$ 5,1	63	\$ 5,344	1 5	6,005	\$ 5,7	75	\$67,06
Total Other		5	900	5	900	\$ 900		900		1,050			5 1,						\$ 900					\$11,87
Income Tax expense			900		900	900		900		900		900		900		100		00	900		900		900	10,80
Holiday Shopping										150		325		500										1,07
Other																								
Total Medical & Denta		5	500	5	500	\$ 500	5	500	5	500	5	500	5	500	5 5	00	\$ 5	00	\$ 500	5	500	\$ 5	500	\$ 6,00
Prescriptions & Med			80		80	80		80		80		80		80		80		80	80		80		80	96
Benefits expenses (p			420		420	420		420		420		420	3	420	4	120		20	420		420		420	5,04
Medical & Dental																								
Total T&E		5	200	5	225	5 160	5	350	5	165	5	400	5 1,	900	5 1	150	\$ 2	25	\$ 400	5	1,000	\$ 1	100	5 5,27
Cable TV & Streamin	Subscriptions		100		100	100		100		100		100		100		100		00	100		100		100	1,20
Eating Out			100		125	60		250		65		300		550		50		25	300		250			2,17
Travel (airfare, hote	, rental car, etc.)													250							650			1,90
Travel & Entertainmen																					1560			
Total General Househo		5	700	5	700	5 700	5	700	5	700	\$	700	5	700	5 7	00	5 7	00	5 700	5	700	5 7	00	5 8,40
Supplies		-	200	_	200	200	_	200	_	200	_	200		200		200		00	200		200		200	2,40
Groceries			500		500	500		500		500		500		500		00		00	500		500		500	6,00
General Household Ex	penses		-												176						1	. 3		
Total Transportation		\$	725	5	600	5 600	\$	654	5	583	\$	576	5	674	5 5	40	\$ 5	38	\$ 544	5	605	\$ 1,2	175	\$ 7,91
CarInsurance		_	75	_	75	75		75		75	_	75		75		75		75	79		75		75	90
Repairs & Maintena	nce		100		25	25		100		25		25	1	100		25		25	25		100		750	1,32
Fuel			250		200	200		179		183		176		199	1	140		38	144		130		150	2,08
Car Payment			300		300	300		300		300		300		300		100		00	300		300		300	3,60
Transportation						100.00													******					
Total Housing		5	2,300	5	2,300	5 2,300	5	2,300	5	2,300	\$ 2	2,300	5 2,	300	5 2,3	100	\$ 2,3	00	\$ 2,300	5	2,300	\$ 2,3	100	\$27,60
Utilities		-	500	_	500	500		500	_	500		500		500		00		00	500		500		500	6,00
Rent/Mortgage			1,800		1,800	1,800		1,800		1,800	1	1,800	-	800		100	1,8		1,800		1,800		800	21,60
Housing										4.00-	Con			200			-	20						24.55
Expenses																								
21/20/20/20																								
TOTAL REVENUE		5	5,766	5	5,766	\$ 5,766	5	5,766	5	5,766	5 5	5,766	\$15,	766	\$ 6,1	104	\$ 6,1	04	5 6,104	1 5	6,104	\$ 6,1	104	\$80,88
Paid Time Off - Accrue	Payout		66		66	68		66		66		66		66	1	104	1	04	104	1	104	2	104	98
Gross Wages		5	5,700	5	5,700	\$ 5,700	5	5,700	5	5,700	5 5	5,700	\$15,	700	\$ 6,0	000	\$ 6,0	00	\$ 6,000	5	6,000	\$ 6,0	000	\$79,90
Revenue																								
			un-13	٠,	IUI-13	Hug-T:	ಿ	ch-13		)(1-13	Nec	W-13	Dec	.19	Jan-	20	rea-	cu .	mar-20	, ,	pe-zu	IAIGA.	20	101
			un-19		lul-19	Aug-19		ep-19	1	Oct-19	Me	v-19	Dec	10	Jan-	20	Cab.	20	May 20		Apr-20	Man	20	TOT
ersonal Finance Income SI FM Ended May 2020	orement																							



# II. REQUIRED DOCUMENTS (contd)



#### **IRS W-9 Form**

Go to: irs.gov/pub/irs-pdf
/fw9.pdf The W-9 captures all the required tax information for tax reporting. This includes (1) name, (2) business name, (3) type of entity, (3) exempt status, (4) address, (5) taxpayer identification number, and (6) signature.

## **QUICK TIP**

The name of the applicant / fiscal agent must be

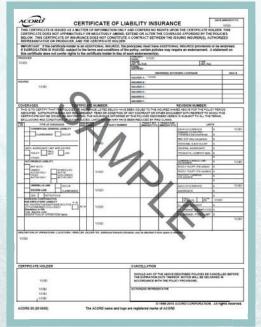
CONSISTENT IN ALL DOCUMENTS.

#### CERTIFICATE OF LIABILITY INSURANCE

Certificate of Insurance is not required at time of application submission,

but upon confirmation of OED funding, is required to execute grant agreement.

- B. Combined Single Limit (CSL) of liability coverage shall be no less than \$1,000,000.00
- B. Annual Aggregate Limit shall be a minimum of \$2,000,000.00
- C. Policy endorsement shall specify exact language: "The County of Maui, Its Departments, Agencies, Officers, Directors, Employees and Agents are named as additional insured. No erosion of limit by payment of defense costs."





## **Current DCCA Annual Filing**

Go to: hbe.ehawaii.gov

- · Current listing of Board of Directors
  - Submit listing of current Board of Directors if different from DCCA filing.
- B. Corporate Resolution
  - A Corporate Resolution is required to indicate the applicant's representatives who are authorized to sign contracts for the grantee. A Corporate Resolution is not necessary if the State's DCCA filing indicates the applicant's Officers and Board of Directors, and both an Officer



# II. REQUIRED DOCUMENTS (contd)

#### BYLAWS OR OPERATING POLICIES AND PROCEDURES

Your organization's bylaws or operating policies and procedures must comprehensively outline the manner in which business is conducted. In accordance with Hawaii Revised Statutes § 414-36 (2019), bylaws for corporations must include specific provisions relating to nepotism and the management of potential conflicts of interest, ensuring operational transparency and ethical conduct. For LLCs, Operating Agreements are required to maintain a clear distinction between personal and business affairs. These documents should provide detailed insights into the LLC's operational processes and outline the mechanisms for resolving any internal disputes. These requirements are essential to uphold the integrity of your organization's operations and governance.

#### SAMPLE CORPORATE RESOLUTION

You may use your organization's letterhead. This document is required to indicate the applicant's representatives who are authorized to sign contracts for the grantee. A Corporate Resolution is not necessary if the State's DCCA filing indicates the applicant's Officers and Board of Directors, and both an Officer and Director sign the grant document.

## (ORGANIZATION LETTERHEAD)

#### CORPORATE RESOLUTION

1, Jane Dee, Secretary of Aloha Organization do hereby certify that the following is a full true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation at its meeting duly called at 123 Sample Street, Wailuku HI 96793, on the 7th of April, 2024, at which quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

**RESOLVED** that John Doe, holding position of **President**, is hereby authorized to execute on behalf of the Corporation any bid, proposal or contract for services performed by the Corporation, and to execute any bond required by any such bid, proposal or contract with the State of Hawaii or County or any department or subdivision of any of them. This Corporate Resolution follows the organization's By Laws in respect to signing authority.

**IN WITNESS WHEREOF**, I have here unto set my hand and affixed the corporation seal this 8th of April, 2024.

Jane Doe

Jane Doe, Secretary



# II. REQUIRED DOCUMENTS (contd)

# **GRANT APPLICATION FORM ("EXHIBIT B")**

This form gathers essential details from the applicant, outlines the general purpose and objectives of your application, and includes a checklist of required documents. Please review the following guidelines to help you complete the Grant Application Form accurately.

- **A. Application/Fiscal Agent Information** This refers to the legal entity applying for the grant. All documentation must reflect the organization listed in this section.
- **B.** Project/Program/Event Information Provide a title and a concise summary outlining the intended purpose of the grant.
- **C.** Hawaii Tourism Authority (HTA) and Other County Funding Additional funding sources may impact your application or necessitate additional requirements.
- **D. Grant Application Certification** Signatures must match those on the applicant's DCCA filing or the individuals specified in the Corporate Resolution.
- **E. Proposal Narrative** Provide clear and concise responses to each question.

## **Important Application Selection Instructions**

To help you select the appropriate application, we recommend the following steps:

- 1. **Read Grant Descriptions:** Carefully review the descriptions and guidelines for each grant opportunity. This will help you determine which grant best fits your project's goals and eligibility criteria.
- 2. **Contact Us for Clarifications:** If you have any questions or need assistance in selecting the right grant, feel free to contact our office. We are here to help you make an informed decision.
- 3. **Application Submission Timing:** When considering when to submit your application, be sure to submit it 2 to 3 months prior to your intended project start date. This will allow adequate time for processing and review.

By following these steps and choosing the correct grant application, you can ensure your submission is accurate, timely, and aligned with both your project's objectives and our funding criteria. This will lead to a smoother application process and improve your chances of success.











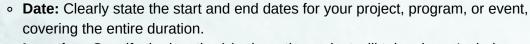
## III. PROPOSAL NARRATIVE GUIDELINES

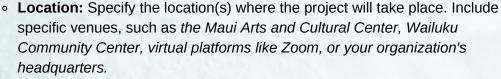
#### INTRODUCTION

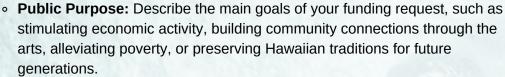
Provide background information about the applicant organization, including its mission and capacity to successfully execute the project. Include details about key personnel such as officers, staff, and board members (if applicable). Explain how your organization's mission supports the successful implementation of this project.

#### PROJECT DESCRIPTION

Provide a thorough description of your project, including the following details:







 Activities and Services: Detail the activities and services that will be provided during the project.





#### PROPOSAL NARRATIVE

- Goals: Outline the results you hope to achieve with this project in alliance with your public purpose
- Objectives: Define specific, measurable, action-oriented, realistic, and timebound objectives. You should include at least two objectives with detailed action steps and a clear timeline for accomplishing them.
- Performance Measures: For each objective, identify performance measures to assess your progress. These measures should be quantitative and easily measurable.



#### PERFORMANCE MEASURE EXAMPLES

- Partnerships Who, how many, value of services or community involvement.
- Visitor and resident industry Number of attendance, estimated monetary spending
- Event Survey Attendee satisfaction compiled by surveys, number of events or workshops
- **Product development** Focus group ratings for a new or improved product
- •Marketing Circulation figures or press exposure on event, include PR samples with final report and or social media analytics

- Sponsorships Cash value and in-kind support raised
- Economic impact to Maui County Total funds earned at vendor booths, visitor spending estimate
- Environmental or educational impact -Number of conservation efforts, site cleanups, public outreach, and volunteers
- **Jobs created** List permanent position(s), salary range if possible
- Benefits to a key economic niche Specify how the program upholds or increases value in a specific industry such as agriculture, environment, film, etc.



# III. PROPOSAL NARRATIVE GUIDELINES (cont'd)



# **ECONOMIC IMPACT**

Describe how your project will enhance your organization's capacity by expanding an
existing business or creating new job opportunities. Highlight the ways in which this
project will positively impact Maui's economy, such as through job creation, increased
economic activity, or supporting local industries. Address the question, "Why should
Maui County taxpayers fund this project?" Provide a strong and well-supported
justification for your request, emphasizing the project's value to the community and its
long-term economic benefits.



Clearly define and quantify the economic challenges and needs your project intends to address. Provide specific information about the geographic areas and populations that will be served, ensuring you explain how your project targets those most in need. Elaborate on how your proposal will either sustain or expand an existing program or establish a new one. Be clear about how the project will build upon or introduce impactful services to meet community needs.



Discuss the efficiency and effectiveness of the proposed grant relative to other
potential alternatives, and provide a detailed, specific explanation of why your
approach is the best solution. Finally, include comprehensive details about the
geographic areas and target populations your project will serve. The target population
refers to the specific group of individuals your organization aims to impact directly
through the project.

#### **MARKETING PLAN**

- Please submit a detailed marketing plan for your project, outlining how you will
  utilize local resources. Consider a variety of channels, including print, television,
  radio, social media, online advertisements, and any other creative avenues relevant
  to your project. Ensure that all advertisements prominently display the County of
  Maui logo.
- Additionally, you are required to submit a copy of your event flyer to the Office of Economic Development. This will allow us to feature your event on the County of Maui's Facebook page and issue a Press Release on your behalf, helping to increase visibility and promote your event effectively.





#### **ECONOMIC SELF-SUFFICIENCY**



- Please outline your strategy for achieving long-term economic self-sufficiency for your project. Describe the steps you will take to reach this goal, including a detailed timeline and methods for generating revenue or leveraging County funding to sustain the project or program.
- Provide specific examples of planned fundraising activities, potential funding sources you plan to approach, and any ongoing efforts to secure or retain additional funding. Your explanation should clearly demonstrate how you plan to transition the project toward financial independence and sustainability.



# III. PROPSAL NARRATIVE GUIDELINES (cont'd)

#### ITEMIZED BUDGET AND NARRATIVE

Use the fillable form provided on Submittables within your application, or download an excel template on **mauicounty.gov/OED** 



# BUDGET COLUMNS A TO F (There are (6) six required budget columns.)

#### A. INCOME AND EXPENSE DESCRIPTION

- Income Description: Contributions must be added to the appropriate column. Please include organizational cash, sponsorships, any expected ticket and/or product sales, vendor fees, and In-Kind support.
- Total Income: All columns should add up correctly from top to bottom and left to right in the total amount cells
- Expense Description: Expenses should be broken down into administrative, operating, marketing, and other expenses. All expenses must be directly related to the proposed project/program. All grantees are required to carry an insurance policy that meets County minimum requirements. Make sure to include this expense in your budget.

#### **KEEP IN MIND**

#### Personnel may not exceed 30% of total Grant Funds

Event coordinator, Program Manager, Fringe
 Operating Expense

Equipment rental, Equipment rental, Security,
 Facility Rental, Postage, Printing, Products,
 Entertainment, Shipping, Supplies Materials, Travel,
 Insurance

#### Marketing & Advertising Expense

 Promotional Items, Website Development, Posters, Brochures. Public Relations. Electronic Media

#### Other

• Fiscal sponsor and admin expenses can not exceed 15% of total grant funding

#### **B. COUNTY**

How all county funds will be allocated.

#### C. OTHER CASH

 How all other revenue sources are allocated, excluding County funds and in-kind sources.
 Please list all sources of income, fundraising, donations, other grants, ticket sales under the other cash column.

#### D. IN-KIND

- Goods, services and transactions not involving money or not measured in monetary terms and are donated.
- If your nonprofit receives an in-kind gift, you must record it as revenue using the fair value of the gift and noting the date of receipt. Fair value is the price that you'd receive to sell an asset or be paid to transfer a liability. You can determine the worth of a gift, or corroborate the value suggested by the donor in a number of ways. For example, you can check the price on the open market, obtain quotes from competitors, or determine the average cost of the skill level needed for the donated service. Once you choose a valuation method, apply it consistently and disclose it within your financial statements.

#### E. TOTALS

· Horizontal sum of itemized numbers to the left.

#### F. NARRATIVE

 Please provide descriptions for each of the OED budget line items. The narrative should demonstrate your organization's financial understanding of the project expenses and revenue. Keep in mind that the Budget Narrative can be a very useful tool in giving justifications for certain upcoming expenses and can help reduce the "burden of proof" if well-documented.

#### **IMPORTANT TIP**

Ensure the narrative includes detailed, specific information to reduce the risk of being flagged as "Not specified in budget" during reimbursement processing. Include clear descriptions of expenses or materials, their purpose, and alignment with the approved budget categories.



# III. PROPSAL NARRATIVE GUIDELINES (CONT'O)

# **EXAMPLE OF ITEMIZED BUDGET AND NARRATIVE**

Applicant / Fiscal age					
Project / program ma	ınager				
Α	В	С	D	E	F
INCOME DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE maximum two lines
HTA Funding		1000		1000	HTA Funding
Donations		120		120	Private Donations
Ticket Sales		8400		8400	Project 560 attendees at\$15.00 Per ticket for event on october 1, 2020
In-Kind Donations			6300	6300	Silent auction donations, donation of light pupus and donation of entertainment.
County Grant FY24	18000			18000	County grant request FY25 performance period July 1, 2024 – June 30, 2025
TOTAL INCOME	18,000	9,520	6,300	33,820	
EXPENSE DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE maximum two lines
PERSONNEL					
Event Coordinator	2,400			2,400	Event Coordinator 80 Hrs @ \$30 per Hour
Program Manager	1,750			1,750	Program Manager for Event 70 Hrs \$25 per Hour
Event Setup	800			800	2 Event Set up Crew for 20Hrs \$20 per Hour on Day of Event
OPERATIONS includes contracted work					
Facility Rental	900	2,850		3750	Rental of Bailey House Museum Grounds for Event: Oct 1, 2024
Sound System		500		500	Sound System setup for event on Oct 1, 2024
Event Insurance	850			850	Event Insurance with Comfort Insurance Co - County of Maui Named as Addtl insured
Entertainment		3,550		3,550	Jake S Main Event Entertainer @ \$2,650 & 10 Youth Performers for 2 Hours @25 per Hour
Supplies	350	970	50	1370	Tablecloths, papergoods, tickets, office supplies
Refreshments		1,000	5,600	6600	Purchase of water/juice and inkind donations from local restaurants in support of event
MARKETING					
Maui News	7,200			7,200	Two Sunday ads for \$2,750 per ad and two Wednesday ads @ \$850 per ad
Facebook Boosts	1,250			1,250	50 Facebook boosts for \$25 per boost (2per month, 26 boots in Aug and Sept)
Posters & Flyers		650	650	1,300	Printing by ACME Printing (\$650 paid and \$650 in-kind donation)
OTHER					
Fiscal Sponsor Fee	2,500			2,500	General Administration of event to Fiscal Sponsor
TOTAL EXPENSE	18,000	9,520	6,300	33,820	

Total Expenses: All columns should add up correctly from top to bottom and left to right in the total amount cells



# III. PROPSAL NARRATIVE GUIDELINES (contd)

#### **PERSONNEL**

If this grant is paying for a staff position, explain your organization's process for recruitment to fill the position (i.e. preference given to Maui County and/or State of Hawaii residents) and process of evaluation for the performance of positions paid with County funding. Grantee shall not compensate its employees more than the State of Hawaii prevailing wages for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.





# **EQUIPMENT**

Defined as relatively permanent in nature with an expected useful life of more than one year and a unit cost that meets or exceeds \$1,000. If this grant is paying for equipment, please explain how the equipment will be maintained and secured. Also make a case on why this equipment purchase would be more cost-effective than renting or contracting out the work.

## **REALLOCATION OF FUNDS**

If you anticipate varying from this application budget, you must submit a "Request for Budget Reallocation Form", along with a written request detailing reason and specifics to your reallocation. You are allowed a one-time request which will be reviewed by our Grants Team for approval. If the reallocation is not approved prior to the use of County funds you will not be reimbursed for those expenses. Your request for Budget Reallocation should not change the scope of your grant.

#### IMPORTANT NOTE

Only one request can be made per grant

GENERAL TERMS AND CONDITIONS: 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.



## IV. EVALUATION

#### PROPOSAL EVALUATION

All grant applications will be reviewed by the Grants Evaluation Committee, which is made up of grant specialists from the Office of Economic Development (OED). They will review all necessary forms and reports from submittable portal and evaluate. The committee will assess each application's merits and determine funding awards. Past compliance, reporting, and invoicing performance will also be considered for future funding opportunities

# The Grants Evaluation Committee will use the following criteria with the maximum points achievable:

Introduction	5						
Project Description	20						
Proposal Narrative	25						
Economic Impact	15						
Marketing Plan	5						
Economic Self Sufficiency	5						
Budget and Narrative	25						
Total	100						



Quarterly reports and the final report: This is also based on grant performance evaluations. This applies to grants we are currently managing, including those with grantees we have worked with in the past. Additionally, if you are applying for funding in the new fiscal year, we will review your past performance records, so please keep that in mind

#### **Site Visit and Project Evaluation:**

During the duration of your project, an OED Representative may schedule a site visit and perform a project evaluation.





# V. GENERAL TERMS AND CONDITIONS

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

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

**2.QUARTERLY REPORTS.** Grantee shall provide County with written, narrative, quarterly status reports within three weeks after the end of each quarter of the fiscal year (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.Summary of participant characteristics;
- 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 three weeks 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.



# V. GENERAL TERMS AND CONDITIONS (contd)

4.FINANCIAL AUDITS. Grantee shall supply County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.

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

**6.INSURANCE.** During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial 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, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO **EROSION OF LIMIT BY PAYMENT OF DEFENSE** COSTS." 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. 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, 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 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

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.

remedies for such breach and/or immediate



## V. GENERAL TERMS AND CONDITIONS (cont'd)

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

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

**12.NO DISCRIMINATION.** Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal and State laws prohibiting discrimination.

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

# 14.DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT. Grantee shall be deemed to be in default of the Agreement if:

- a.Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
- b.Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
- c.Grantee abandons or discontinues its operations for a period in excess of thirty (30) days; or

- d.Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated.
- Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:
- a.Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- b.Withhold grant fund payments pending correction of the noncompliance;
- c.Disallow all or part of the cost/expense of the activity or action not in compliance;
- d.Withhold additional award(s) to Grantee;
   and
- e.Terminate this agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract

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



# V. GENERAL TERMS AND CONDITIONS (cont'd)

#### 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 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

requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.

<u>22.COMPLIANCE WITH LAWS</u>. 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.



# V. GENERAL TERMS AND CONDITIONS (contd)

**23.METHOD OF PAYMENT.** Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officerin-Charge.

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

- 1.Identify the Project, the nature of the work or materials provided, and the specific Phase of the Project for which the work or materials were provided;
- 2.Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
- 3.Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
- 4.Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and/or other documents providing verification of work completed in accordance with this Agreement; and
- 5.Be presented in duplicate, with two (2) complete sets of all items submitted.

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

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

If advance disbursement totals less than ninety (90) percent of the total grant funds, the County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

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



# V. GENERAL TERMS AND CONDITIONS (cont'd)

24.PROGRAM INCOME. "Program Income" means gross income received by Grantee generated form 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.

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

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Subject to Change: Updated 03/25/2025