

ORDINANCE NO. _____

BILL NO. 72 (2025)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY
OF HAWAII, OFFICE OF RESEARCH SERVICES

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

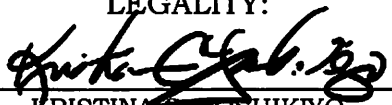
SECTION 1. The County of Maui and the University of Hawaii, Office of Research Services seek to enter into an intergovernmental agreement for a subaward grant, as described in the attached as Exhibit "1."

Section 2.20.020, Maui County Code, provides, "Unless authorized by ordinance, the mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof."

SECTION 2. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor or the Mayor's authorized representative to execute the Memorandum of Agreement and any amendments consistent with the purpose and scope of the Memorandum of Agreement that do not increase the County's financial obligation or the agreement's duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND
LEGALITY:



KRISTINA C. TOSHIKIYO
DEPUTY CORPORATION COUNSEL

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Sherrill Lee", is written over a horizontal line.

Upon the request of the Mayor.

EXHIBIT "1"

FDP Cost Reimbursement Subaward

| | | |
|--|--|--|
| Federal Awarding Agency: Other [Type in Agency] | | Department of Commerce - NOAA |
| Pass-Through Entity (PTE): University of Hawaii | | Subrecipient: County of Maui |
| PTE PI: Darren Lerner | | Sub PI: Kate Bystone |
| PTE Federal Award No: NA24NOSX473C0112-T1-01 | | Subaward No: MA2118 |
| Project Title: Aina Restoration Through Community Governance to Advance Climate Resilience in the Hawaiian Islands | | |
| Subaward Budget Period: Start: 10/01/2024 End: 09/30/2025 | | Amount Funded This Action (USD): \$ 129,761.00 |
| Estimated Period of Performance: Start: 10/01/2024 End: 09/30/2029 | | Incrementally Estimated Total (USD): \$ 6,675,000.00 |

Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Principal Investigator Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Principal Investigator Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

| | | | |
|---|------|---|------|
| By an Authorized Official of the PTE: | | By an Authorized Official of the Subrecipient: | |
| Name: Victoria Rivera | Date | Name: Richard T. Bissen, Jr. | Date |
| Title: Acting Director, Office of Research Services | | Title: Mayor | |

Attachment 1
Certifications and Assurances

Subaward Number:

MA2118

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

MA2118

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

Department of Commerce - NOAA

Federal Award Issue Date FAIN Assistance Listing No.

08/19/24

NA24NOSX473C0112-T1-01

11.473

Assistance Listing Program Title (ALPT)

Office for Coastal Management

Key Personnel Per NOA

This Subaward Is:



Research & Development



Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

See attachment 6.

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

See attachment 6.

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

See attachment 6.

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: Department of Commerce - NOAA

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

**Attachment 2
Research Subaward Agreement
Special Terms and Conditions**

[WHILE SPECIAL TERMS AND CONDITIONS MAY NOT BE REQUIRED BY THE FUNDING AGENCY, Institutions must include the following clauses when applicable. Clauses not marked "Required" below may be deleted if not applicable.]

REQUIRED: Payment Terms

Payment of invoices is subject to Subrecipient compliance with University of Hawaii payment procedures, including, but not limited to, Subrecipient properly completing all required paperwork. Non-compliance may result in delays and/or non-payment.

REQUIRED: Tax Clearance (check applicable box)

- ☐ Subrecipient has provided, or will provide prior to execution of this subaward by University of Hawaii, a current tax clearance from the State of Hawaii Director of Taxation and United States Internal Revenue Service as required by Hawaii law. Tax clearances are only valid for six months from date of issue. By signing this subaward, Subrecipient acknowledges that under Hawaii Revised Statutes §103-53(c), as may be amended from time to time, Subrecipient must also provide University of Hawaii with a current tax clearance before final payment under this subaward can be made.
- ☐ Subrecipient is not required to provide University of Hawaii with a tax clearance because the total amount of the subaward is less than \$25,000 (HRS §103-53(e)(1)). By signing this subaward, Subrecipient acknowledges that (1) should the amount of the subaward be subsequently increased to \$25,000 or more, it will be required to provide University of Hawaii with a current tax clearance from the State of Hawaii Director of Taxation and United States Internal Revenue Service prior to University of Hawaii's execution of any modification; and (2) under Hawaii Revised Statutes §103-53(c), as may be amended from time to time, Subrecipient must also provide University of Hawaii with a current tax clearance before final payment under the subaward can be made.
- ☒ Subrecipient is not required to provide University of Hawaii with a tax clearance because this subaward is between government agencies (HRS §103-53(e)(5)).

REQUIRED: Facilities and Administrative (F&A) Costs (check applicable box)

- ☐ An F&A rate of _____% is being applied to this subaward. This rate is:
- ☐ Subrecipient's federally negotiated F&A rate.
 - ☐ A de minimis rate because Subrecipient does not have a federally negotiated F&A rate.
 - ☐ A reduced rate designated by Subrecipient. By executing this subaward, Subrecipient certifies that Subrecipient has voluntarily elected to apply this reduced rate.
 - ☐ A sponsor-imposed cap or reduced rate.
- ☒ Subrecipient voluntarily waives its right to indirect costs.

Note: Even though Subrecipient may voluntarily request a reduced rate or waiver, a reduced rate or waiver will not be allowed if prohibited by any award terms and conditions to which the subaward funds are subject.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

MA2118

PTE Information

Entity Name: University of Hawaii

Legal Address: 2425 Campus Road, Sinclair Room 1
Honolulu, Hawaii 96822-2247

Website: www.hawaii.edu

PTE Contacts

Central Email: aor@hawaii.edu

Principal Investigator Name: Darren Lerner

Email: kelleyat@hawaii.edu

Telephone Number: 1(684) 258-2967

Administrative Contact Name: Elyse Larsen

Email: elysehan@hawaii.edu

Telephone Number: 808-956-3010

COI Contact email (if different to above): coi@hawaii.edu

Financial Contact Name: Max Weber

Email: maxweber@hawaii.edu

Telephone Number: 808-956-3571

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Victoria Rivera, Acting Director, Office of Research Services

Email: subaward@hawaii.edu

Telephone Number: (808) 956-7800

PI Address:

University of Hawaii Sea Grant College Program
2525 Correa Road, HIG 239
Honolulu, HI 96822

Administrative Address:

University of Hawaii
Office of Research Services
2440 Campus Road, Box 368
Honolulu, Hawaii 96822-2234

Invoice Address:

Sea Grant College Program
c/o Elyse Larsen

Attachment 3B**Subrecipient Contacts**

Subaward Number:

MA2118

Subrecipient Information for FFATA reporting

Entity's UEI Name: County of Maui

EIN No.: 99-6000618

Institution Type: County Government

UEI: VJLZC958JLH6

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI:

This section for U.S. Entities:

Zip Code [Look-up](#)

Place of Performance Address

Congressional District: 2

Zip Code+4:

96793+2155

200 South High Street
Wailuku, HI 96793-2155**Subrecipient Contacts**

Central Email: planning@mauicounty.gov

Website: https://www.mauicounty.gov/121/Planning-Department

Principal Investigator Name: Kate Bystone

Email: Kate.Blystone@co.maui.hi.us

Telephone Number: 808-270-7735

Administrative Contact Name: Joy Paredes

Email: Joy.Paredes@co.maui.hi.us

Telephone Number: 808-270-7750

Financial Contact Name: Jaylene Nuesca

Email: Jaylene.Nuesca@co.maui.hi.us

Telephone Number: 808-270-6276

Invoice Email: Jaylene.Nuesca@co.maui.hi.us

Authorized Official Name: Kate Bystone

Email: Kate.Blystone@co.maui.hi.us

Telephone Number: 808-270-7735

Legal Address:County of Maui
200 South High Street
Wailuku, HI 96793-2155**Administrative Address:**County of Maui Department of Planning
2200 Main Street
One Main Plaza, Suite 315
Wailuku, HI 96793**Payment Address:**County of Maui Department of Planning
2200 Main Street
One Main Plaza, Suite 315
Wailuku, HI 96793

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

MA2118

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

MA2118

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Subrecipient agrees to submit semiannual technical/progress reports 30 days prior to the end of each 6 month period to the PTE's PI.

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

MA2118

Statement of Work

☐ Below ☒ Attached, 11 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

Budget Information

| | | | | |
|----------------------|----------------------------------|--------|----------------------------|----|
| Indirect Information | Indirect Cost Rate (IDC) Applied | 0 % | Cost Sharing | No |
| Rate Type: | Other (add in blank box) | Waived | If Yes, include Amount: \$ | |

Budget Details ☐ Below ☒ Attached, 1 pages

Budget Totals

| | | |
|----------------|----|------------|
| Direct Costs | \$ | 129,761.00 |
| Indirect Costs | \$ | 0.00 |
| Total Costs | \$ | 129,761.00 |

All amounts are in United States Dollars

Subaward for the County of Maui
Budget Justification
Year 1: October 1, 2024 – September 30, 2025

a. PERSONNEL (\$58,536)

Salaries from the sponsor will support the County of Maui professional staff listed below during Year 1 of the project:

- 1 Program Manager/Senior Planner, 2.40 person-months in Year 1 (\$19,512, FTE – 0.2). The senior planner will manage the award including: procurement for professional support contracts; support Hawai'i Sea Grant with grant reporting requirements; lead efforts to work across county departments; engage with community advisors; and oversee the development and implementation of the long-term planning strategy.
- 1 Senior Planner, 2.40 person-months in Year 1 (\$19,512, FTE – 0.2). The senior planner will provide planning expertise to support the program manager including: engagement with community advisors and development and implementation of the long-term planning strategy; and support the implementation of Kanaio Stream Restoration and other dune and wetland restoration activities on the island of Maui.
- 1 Finance Expert, 2.40 person-months in Year 1 (\$19,512, FTE – 0.2). The finance expert will oversee the real estate transaction for the land acquisition.

b. FRINGE BENEFITS (\$48,725)

The County of Maui requests \$48,725 for fringe benefits in Year 1. Please reference the County of Maui Memorandum for Employee Fringe Benefit Rates-Calendar Year 2024 document for additional information (attached). The County of Maui uses an established rate of 83.24% for personnel supported on extramural funds.

c. TRAVEL (\$2,500)

Domestic travel expenses will support site visits and meetings by the Program Manager and Senior Planner to neighbor islands in Hawai'i. Travel costs are estimated for travel between the islands of O'ahu and Maui. Travel estimates: r/t airfare \$200/trip x 5 trips x 2 people = \$2,000; parking at \$30/trip x 5 trips x 2 people = \$300; per diem at \$20/day x 1 day x 5 trips x 2 people = \$200.

d. EQUIPMENT: Not requested

e. SUPPLIES: Not requested

f. CONTRACTUAL: Not requested

g. CONSTRUCTION: Not requested

h. OTHER DIRECT COSTS (\$20,000)

- Community Stipends (\$20,000)

Community stipends will be used to equitably compensate community participants for their time and expertise that will be requested for planning, engagement, and restoration. This amount supports four community members at \$5,000/individual per year. For example, the County of Maui may elect to invite community members with expertise on indigenous ways of knowing, historical land use at project sites, and ideas for how proposed adaptation measures can be designed and carried out in a culturally aware manner.

i. INDIRECT COSTS: Not requested

The County of Maui is waiving any indirect costs associated with the project.

Subaward for the County of Maui
Budget Justification
Year 2: October 1, 2025 – September 30, 2026

a. PERSONNEL (\$68,292):

Salaries from the sponsor will support the County of Maui professional staff listed below during Year 2 of the project:

- 1 Program Manager/Senior Planner, 3.60 person-month in Year 2 (\$29,268, FTE - 0.3). The senior planner will manage the award including: procurement for professional support contracts; support Hawai'i Sea Grant with grant reporting requirements; lead efforts to work across county departments; engage with community advisors; and oversee the development and implementation of the long-term planning strategy.
- 1 Senior Planner, 2.40 person-months in Year 2 (\$19,512, FTE – 0.2). The senior planner will provide planning expertise to support the program manager, including engagement with community advisors and development and implementation of the long-term planning strategy; and support the implementation of Kanaio Stream Restoration and other dune and wetland restoration activities on the island of Maui.
- 1 Finance Expert, 2.40 person-months in Year 2 (\$19,512, FTE – 0.2). The finance expert will oversee the real estate transaction for the land acquisition.

b. FRINGE BENEFITS (\$56,846)

The County of Maui requests \$56,846 for fringe benefits. Please reference the County of Maui Memorandum for Employee Fringe Benefit Rates-Calendar Year 2024 document for additional information (attached). The County of Maui uses an established rate of 83.24% for personnel supported on extramural funds.

c. TRAVEL (\$2,500)

Domestic travel expenses will support site visits and meetings by the Program Manager and Senior Planner to neighbor islands in Hawai'i. Travel costs are estimated for travel between the islands of O'ahu and Maui. Travel estimates: r/t airfare \$200/trip x 5 trips x 2 people = \$2,000; parking at \$30/trip x 5 trips x 2 people = \$300; per diem at \$20/day x 1 day x 5 trips x 2 people = \$200.

d. EQUIPMENT: Not requested

e. SUPPLIES: Not requested

f. CONTRACTUAL (\$2,000,000)

- Contract services for Kanaio Stream Restoration (\$1,500,000)
The County of Maui requests \$1,500,000 to support a professional services contract for Kanaio Stream Restoration. The goal of this contract service is to implement final designs for re-naturalizing the stream based on a construction ready design that is currently being prepared in 2024 through a contract managed by the County of Maui. This action was identified as a priority in the "Pōhākea Watershed Management Plan" to reduce or

eliminate a primary source of sediment pollution into Mā'alaea Bay by restoring the stream to a pre-altered hydrology that will discharge into the Keālia Pond wetland. The County of Maui will use a competitive process to identify an appropriate subcontractor to ensure that prices are fair and reasonable. Potential criteria that the County of Maui will use to select the contractor include demonstrated experience in stream restoration, familiarity with the coastal zone management regulations in Hawai'i, and experience collaborating with local and Native Hawaiian communities.

- **Contract services for Long-term Land Use Planning (\$500,000)**

The County of Maui requests \$500,000 to support a professional services contract for long-term land use planning and community based adaptation pathway planning. Mā'alaea is uniquely positioned geographically, socially, and economically to be an emerging example of planned relocation and holistic resilience. This contract will support a County of Maui-facilitated and community driven visioning process, resulting in detailed regional plans that can be crafted as a roadmap for redevelopment of public and private infrastructure within the larger context of conservation, ecosystem restoration, recreational opportunities, and sustainable development. These plans might include site plans and designs for sustainable housing in Mā'alaea Village, plans for recreational/cultural access (e.g., siting of local canoe clubs), and plans for resilient public infrastructure for regional community benefit and connectivity (such as the North Kihei Road realignment or elevation). The services that the contractor will provide include community engagement and development of plans. Additional complementary services will be provided by the State of Hawai'i Office of Planning and Sustainable Development-Coastal Zone Management through their sub-award. The County of Maui will use a competitive process to identify an appropriate subcontractor to ensure that prices are fair and reasonable. Potential criteria that the County of Maui will use to select the contractor include demonstrated experience in Hawai'i land use planning and coastal zone management frameworks, success leading inclusive and transparent planning processes that engage diverse stakeholders, and experience with low impact development.

g. CONSTRUCTION: Not requested

h. OTHER DIRECT COSTS (\$4,073,949)

- **Land Acquisition (\$4,050,000)**

The County of Maui requests \$4,050,000 for the purchase of 423 acres of coastal lands by the County of Maui to support immediate and future resilience-focused land uses. Costs include land purchase (\$3,857,143) based on County of Maui tax records and recent appraisal, and estimated real estate closing fees of 5% of land costs (\$192,857). The current property owner, Mahi Pono LLC, wishes to facilitate a coordinated use of this land for public benefit with a particular focus on community resilience.

- **Signage for Land Acquisition (\$3,949)**

The County of Maui requests \$3,949 to support the purchase of signage to notify the public of the land purchase and NOAA's support of the project, including 3 signs to be designed, printed, and installed along major perimeter roadways that are openly visible.

- Community Stipends (\$20,000)

Community stipends will be used to equitably compensate community participants for their time and expertise that will be requested for planning, engagement, and restoration. This amount supports four community members at \$5,000/individual per year. For example, the County of Maui may elect to invite community members with expertise on indigenous ways of knowing, historical land use at project sites, and ideas for how proposed adaptation measures can be designed and carried out in a culturally aware manner.

i. INDIRECT COSTS: Not requested

The County of Maui is waiving any indirect costs associated with the project.

Subaward for the County of Maui
Budget Justification
Year 3: October 1, 2026 – September 30, 2027

a. PERSONNEL (\$48,780):

Salaries from the sponsor will support the County of Maui professional staff listed below during Year 3 of the project:

- 1 Program Manager and Senior Planner, 3.6 person-month in Year 3 (\$29,268, FTE - 0.3). The senior planner will manage the award, including procurement for professional support contracts; support Hawai'i Sea Grant with grant reporting requirements; lead efforts to work across county departments; engage with community advisors; and oversee the development and implementation of the long-term planning strategy.
- 1 Senior Planner, 2.4 person-months in Year 3 (\$19,512, FTE – 0.2). The senior planner will provide planning expertise to support the program manager, including engagement with community advisors and development and implementation of the long-term planning strategy; and support the implementation of Kanaio Stream Restoration and other dune and wetland restoration activities on the island of Maui.

b. FRINGE BENEFITS (\$40,604):

We request \$40,604 for fringe benefits. Please reference the County of Maui Memorandum for Employee Fringe Benefit Rates-Calendar Year 2024 document for additional information (attached). The County of Maui uses an established rate of 83.24% for personnel supported on extramural funds.

c. TRAVEL (\$2,500)

Domestic travel expenses will support site visits and meetings by the Program Manager and Senior Planner to neighbor islands in Hawai'i. Travel costs are estimated for travel between the islands of O'ahu and Maui. Travel estimates: r/t airfare \$200/trip x 5 trips x 2 people = \$2,000; parking at \$30/trip x 5 trips x 2 people = \$300; per diem at \$20/day x 1 day x 5 trips x 2 people = \$200.

d. EQUIPMENT: Not requested

e. SUPPLIES: Not requested

f. CONTRACTUAL: Not requested

g. CONSTRUCTION: Not requested

h. OTHER DIRECT COSTS (\$20,000)

- Community Stipends (\$20,000)
Community stipends will be used to equitably compensate community participants for their time and expertise that will be requested for planning, engagement, and restoration. This amount supports four community members at \$5,000/individual per year. For

example, the County of Maui may elect to invite community members with expertise on indigenous ways of knowing, historical land use at project sites, and ideas for how proposed adaptation measures can be designed and carried out in a culturally aware manner.

i. INDIRECT COSTS: Not requested

The County of Maui is waiving any indirect costs associated with the project.

Subaward for the County of Maui
Budget Justification
Year 4: October 1, 2027 – September 30, 2028

a. PERSONNEL (\$48,780):

Salaries from the sponsor will support the County of Maui professional staff listed below during Year 4 of the project:

- 1 Program Manager and Senior Planner, 3.6 person-month in Year 4 (\$29,268, FTE - 0.3). The senior planner will manage the award, including procurement for professional support contracts; support Hawai'i Sea Grant with grant reporting requirements; lead efforts to work across county departments; engage with community advisors; and oversee the development and implementation of the long-term planning strategy.
- 1 Senior Planner, 2.4 person-months in Year 4 (\$19,512, FTE – 0.2). The senior planner will provide planning expertise to support the program manager, including engagement with community advisors and development and implementation of the long-term planning strategy; and support the implementation of Kanaio Stream Restoration and other dune and wetland restoration activities on the island of Maui.

b. FRINGE BENEFITS (\$40,604)

We request \$40,604 for fringe benefits. Please reference the County of Maui Memorandum for Employee Fringe Benefit Rates-Calendar Year 2024 document for additional information (attached). The County of Maui uses an established rate of 83.24% for personnel supported on extramural funds.

c. TRAVEL (\$10,500)

- Domestic travel, continental United States (\$8,000)
Domestic travel expenses will support the Program Manager and Senior Planners (2 staff) to present results at a national conference on the continental United States, such as the National Adaptation Forum, as an opportunity for learning and exchange with other communities and professionals that are also facilitating emerging examples of adaptation and coastal realignment. Travel costs are estimated at \$8,000 using Washington, DC costs as a proxy for continental United States travel. Travel estimates: r/t airfare \$1,500 x 2 people = \$3,000; lodging at \$285/night x 5 nights x 2 people = \$2,850; conference fees \$500/person x 2 ppl = \$1,000; per diem at \$79/day x 6 days x 2 people = \$948; and ground transportation r/t from airport to event/hotel at \$101/person x 2 people = \$202.
- Domestic travel, interisland in Hawai'i (\$2,500)
Travel expenses will support site visits and meetings by the Program Manager and Senior Planner to neighbor islands in Hawai'i. Travel costs are estimated for travel between the islands of O'ahu and Maui. Travel estimates: r/t airfare \$200/trip x 5 trips x 2 people = \$2,000; parking at \$30/trip x 5 trips x 2 people = \$300; per diem at \$20/day x 1 day x 5 trips x 2 people = \$200.

d. EQUIPMENT: Not requested

e. SUPPLIES: Not requested

f. CONTRACTUAL: Not requested

g. CONSTRUCTION: Not requested

h. OTHER DIRECT COSTS (\$20,000)

- Community Stipends (\$20,000)

Community stipends will be used to equitably compensate community participants for their time and expertise that will be requested for planning, engagement, and restoration. This amount supports four community members at \$5,000/individual per year. For example, the County of Maui may elect to invite community members with expertise on indigenous ways of knowing, historical land use at project sites, and ideas for how proposed adaptation measures can be designed and carried out in a culturally aware manner.

i. INDIRECT COSTS: Not requested

The County of Maui is waiving any indirect costs associated with the project.

Subaward to the County of Maui
Budget Justification
Year 5: October 1, 2028 – September 30, 2029

a. PERSONNEL (\$48,780):

Salaries from the sponsor will support the County of Maui professional staff listed below during Year 5 of the project:

- 1 Program Manager and Senior Planner, 3.6 person-month in Year 5 (\$29,268, FTE - 0.3). The senior planner will manage the award, including procurement for professional support contracts; support Hawai'i Sea Grant with grant reporting requirements; lead efforts to work across county departments; engage with community advisors; and oversee the development and implementation of the long-term planning strategy.
- 1 Senior Planner, 2.4 person-months in Year 5 (\$19,512, FTE – 0.2). The senior planner will provide planning expertise to support the program manager, including engagement with community advisors and development and implementation of the long-term planning strategy; and support the implementation of Kanaio Stream Restoration and other dune and wetland restoration activities on the island of Maui.

b. FRINGE BENEFITS (\$40,604)

We request \$40,604 for fringe benefits. Please reference the County of Maui Memorandum for Employee Fringe Benefit Rates-Calendar Year 2024 document for additional information (attached). The County of Maui uses an established rate of 83.24% for personnel supported on extramural funds.

c. TRAVEL (\$2,500)

Travel expenses will support site visits and meetings by the Program Manager and Senior Planner to neighbor islands in Hawai'i. Travel costs are estimated for travel between the islands of O'ahu and Maui. Travel estimates: r/t airfare \$200/trip x 5 trips x 2 people = \$2,000; parking at \$30/trip x 5 trips x 2 people = \$300; per diem at \$20/day x 1 day x 5 trips x 2 people = \$200.

d. EQUIPMENT: Not requested

e. SUPPLIES: Not requested

f. CONTRACTUAL: Not requested

g. CONSTRUCTION: Not requested

h. OTHER DIRECT COSTS (\$20,000)

- Community Stipends (\$20,000)
Community stipends will be used to equitably compensate community participants for their time and expertise that will be requested for planning, engagement, and restoration. This amount supports four community members at \$5,000/individual per year. For

example, the County of Maui may elect to invite community members with expertise on indigenous ways of knowing, historical land use at project sites, and ideas for how proposed adaptation measures can be designed and carried out in a culturally aware manner.

i. INDIRECT COSTS: Not requested

The County of Maui is waiving any indirect costs associated with the project.

| Project Number: | | from | | to | | | | | | | | | | | | | | | | | |
|---|--|------------------|------------------|-----------------------------|----------------|-----------------------------|------------------|-----------------------------|----------------|-----------------------------|------------------|-----------------------------|----------------|------------------|------------------|---------------|----------------|------------------|---------------|----------------|---|
| Project Title: | | Project Period: | | 10/1/2024 | | 9/30/2029 | | | | | | | | | | | | | | | |
| PI: | | Institution: | | YEAR 1: 10/1/2024-9/30/2025 | | YEAR 2: 10/1/2025-9/30/2026 | | YEAR 3: 10/1/2026-9/30/2027 | | YEAR 4: 10/1/2027-9/30/2028 | | YEAR 5: 10/1/2028-9/30/2029 | | TOTAL | | | | | | | |
| | | No. of Personnel | Months of Effort | Federal Funds | Matching Funds | No. of Personnel | Months of Effort | Federal Funds | Matching Funds | No. of Personnel | Months of Effort | Federal Funds | Matching Funds | No. of Personnel | Months of Effort | Federal Funds | Matching Funds | Months of Effort | Federal Funds | Matching Funds | |
| A. Salaries & Wages | | | | | | | | | | | | | | | | | | | | | |
| 1) Senior Personnel | | | | | | | | | | | | | | | | | | | | | |
| a. (Co) Principal Investigator(s) | | | | | | | | | | | | | | | | | | | | | |
| b. Associate (Faculty or Staff) | | | | | | | | | | | | | | | | | | | | | |
| 2) Other Personnel | | | | | | | | | | | | | | | | | | | | | |
| a. Professionals | | | | | | | | | | | | | | | | | | | | | |
| Prog Manager/Senior Planner | | 1 | 2.40 | 19,512 | | 1 | 3.60 | 29,268 | | 1 | 3.60 | 29,268 | | 1 | 3.60 | 29,268 | | | | | |
| Senior Planner | | 1 | 2.40 | 19,512 | | 1 | 2.40 | 19,512 | | 1 | 2.40 | 19,512 | | 1 | 2.40 | 19,512 | | | | | |
| Finance Realstate Expert | | 1 | 2.40 | 19,512 | | 1 | 2.40 | 19,512 | | | | | | | | | | | | | |
| b. Research Associates | | | | | | | | | | | | | | | | | | | | | |
| c. Research Asst. Grad Students | | | | | | | | | | | | | | | | | | | | | |
| d. Prof. School Students | | | | | | | | | | | | | | | | | | | | | |
| e. Pre-Bac Students | | | | | | | | | | | | | | | | | | | | | |
| f. Secretarial-Clerical | | | | | | | | | | | | | | | | | | | | | |
| g. Technical-Shop | | | | | | | | | | | | | | | | | | | | | |
| h. Misc. | | | | | | | | | | | | | | | | | | | | | |
| Total Salaries & Wages (A1a-A2h) | | 3 | 7 | 58,536 | - | 3 | 8 | 68,292 | - | 2 | 6 | 48,780 | - | 2 | 6 | 48,780 | - | 2 | 6 | 48,780 | - |
| B. Fringe Benefits | | | | | | | | | | | | | | | | | | | | | |
| 1) notes County of Maui staff | | 83.24 | % | 48,725 | - | | | 56,846 | - | | | 40,604 | - | | | 40,604 | - | | | 40,604 | - |
| 2) notes | | | % | - | - | | | - | - | | | - | - | | | - | - | | | - | - |
| 3) notes | | | % | - | - | | | - | - | | | - | - | | | - | - | | | - | - |
| 4) notes | | | | | | | | | | | | | | | | | | | | | |
| 5) notes | | | | | | | | | | | | | | | | | | | | | |
| 6) notes | | | | | | | | | | | | | | | | | | | | | |
| Total Fringe Benefits | | | | 48,725 | - | | | 56,846 | - | | | 40,604 | - | | | 40,604 | - | | | 40,604 | - |
| Total Salaries & Fringe Benefits | | | | 107,261 | - | | | 125,138 | - | | | 89,384 | - | | | 89,384 | - | | | 89,384 | - |
| C. Travel | | | | | | | | | | | | | | | | | | | | | |
| 1) Domestic U.S. (Inc. Puerto Rico) - Site Visits | | | | 2,500 | - | | | 2,500 | - | | | 2,500 | - | | | 2,500 | - | | | 2,500 | - |
| 2) Domestic U.S. (Inc. Puerto Rico) - Annual mtg at National Conf | | | | | - | | | | - | | | 8,000 | - | | | 8,000 | - | | | 8,000 | |

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.



Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
NOS Office for Coastal Management (OCM)

Notice of Award (NoA)
NA24NOSX473C0112-T1-01

| RECIPIENT INFORMATION | FEDERAL AWARD INFORMATION |
|--|--|
| 1. Recipient Name UNIVERSITY OF HAWAII 2425 CAMPUS RD SINCLAIR RM 1 HONOLULU, HI 96822 | 10. Award Number / FAIN NA24NOSX473C0112-T1-01 / NA24NOSX473C0112 / Mod 0 |
| 2. Congressional District of Recipient 01 | 11. Award Type Cooperative Agreement |
| 3. Employer Identification Number (EIN) 99-6000354 | 12. Period of Performance Start Date & End Date 10/01/2024 – 09/30/2029 |
| 4. UEI NSCKLFSSABF2 | 13. Federal Share of Cost \$68,497,799 |
| 5. Recipient Point of Contact Darren Lerner lerner@hawaii.edu | 14. Recipient Share of Cost \$0 |
| 6. Authorized Official Lerner, Darren lerner@hawaii.edu | 15. Total Federal and Recipient Cost \$68,497,799 |
| FEDERAL AGENCY CONTACT INFORMATION | 16. Opportunity Number NOAA-NOS-OCM-2023-2008068 |
| 7. Grant Specialist Brandi Franklin brandi.l.franklin@noaa.gov | 17. Project Title ?Aina restoration through community governance to advance climate resilience in the Hawaiian Islands |
| 8. Program Officer Melissa Rietfors melissa.rietfors@noaa.gov | 18. Assistance Listing Number and Name 11.473 Office for Coastal Management |
| 9. Grant Officer Brandi Franklin brandi.l.franklin@noaa.gov | 19. Award Action Type New Competing |
| | 20. Multiyear Award? No |
| | 21. R&D Award? No |
| | 22. Construction Award? No |
| | 23. Grants Officer – Signature and Date Brandi Franklin – 08/19/2024 |

Acknowledged by:

Digitally signed by David Lassner
Date: 2024.09.20 15:36:20 -10'00'

David Lassner
President, University of Hawaii



Department of Commerce
NOAA
NOS Office for Coastal Management (OCM)

Notice of Award
NA24NOSX473C0112-T1-01

NOTICE OF NOAA AWARD COVER LETTER

Congratulations, you are the recipient of NOAA award Number NA24NOSX473C0112-T1-01.

This Notice of Award (NoA) approved by the NOAA Grants Officer, constitutes the official grant award and the obligation of Federal funding. The NoA serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.473
- Project Period: 10/01/2024 – 09/30/2029
- Program Office: NOS Office for Coastal Management (OCM)
- Program Officer: Melissa Rietfors
- Program Officer Phone:
- Program Officer Email: melissa.rietfors@noaa.gov
- Total Federal Funding: \$68,497,799
- Total Non-Federal Funding: \$0
- Organization Name: UNIVERSITY OF HAWAII AT MANOA
- Project Title: ?Aina restoration through community governance to advance climate resilience in the Hawaiian Islands
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
 - o Darren Lerner

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

SECTION I – BUDGET INFORMATION**Approved Budget**

| | Year 1 Federal | Year 2 Federal | Year 3 Federal | Year 4 Federal | Year 5 Federal | Total |
|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| Personnel(non-research) | \$1,168,900 | \$1,204,771 | \$1,241,754 | \$1,277,528 | \$1,310,638 | \$6,203,591 |
| Fringe Benefits | \$628,964 | \$648,123 | \$667,870 | \$687,371 | \$706,116 | \$3,338,444 |
| Travel | \$55,512 | \$59,132 | \$59,132 | \$55,512 | \$59,132 | \$288,420 |
| Supplies | \$63,560 | \$15,578 | \$13,528 | \$13,127 | \$13,127 | \$118,920 |
| Contractual | \$60,000 | \$60,000 | \$60,000 | \$60,000 | \$60,000 | \$300,000 |
| Other | \$13,036,494 | \$18,984,044 | \$12,245,020 | \$4,345,916 | \$3,313,205 | \$51,924,679 |
| Total Direct Charges | \$15,013,430 | \$20,971,648 | \$14,287,304 | \$6,439,454 | \$5,462,218 | \$62,174,054 |
| Indirect Charges | \$595,989 | \$2,288,252 | \$2,302,469 | \$561,306 | \$575,729 | \$6,323,745 |
| Federal | \$15,609,419 | \$23,259,900 | \$16,589,773 | \$7,000,760 | \$6,037,947 | \$68,497,799 |
| Non-Federal | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Authorized

| | Cumulative |
|-------------|--------------|
| Federal | \$68,497,799 |
| Non-Federal | \$0 |
| Total | \$68,497,799 |

Authorized Funding Codes

| | | | | | Cumulative |
|------------|-------|--------------------|----------|----------|--------------|
| 140W8KMPZC | 22P00 | 141017000000000000 | 41000100 | IRA CRRC | \$68,497,799 |
| Total | | | | | \$68,497,799 |

SECTION II – NOAA STANDARD TERMS AND CONDITIONS

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
<https://www.commerce.gov/oam/policy/financial-assistance-policy>
The Department of Commerce Financial Assistance Standard Terms and Conditions (ST&C) issued November 12, 2020, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

SECTION III – SPECIFIC AWARD CONDITIONS**SPECIAL TERMS****Tangible Property Reporting and Disposition (New / Supplemental)**

Tangible personal property has been identified and budgeted in the grant application. The Recipient must report such property to NOAA. The SF-428, SF-428-B (final report), and as needed, the SF-428-S (inventory list) must be submitted no later than 120 days after the

project end date. The SF-428-C (the disposition report) must be submitted when the property is no longer required for the purpose of the project, and in accordance with 200.311-314. These forms can be accessed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

Foreign Air Carrier

The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the recipient must receive prior approval from the Grants Officer.

New Award

This competitive award number NA24NOSX473C0112-T1-01 to University of Hawaii at Manoa supports the work described in the Recipient's proposal entitled Aina restoration through community governance to advance climate resilience in the Hawaiian Islands , dated 02/13/2024, as revised on 06/03/2024 and 06/24/2024, which is incorporated into the award by reference. This award is made under the following statutory authorities: Section 40001 of the Inflation Reduction Act (Public Law 117-169), Section 310 of the Coastal Zone Management Act (16 U.S.C. 1456c) (titled Technical Assistance), the Digital Coast Act (Public Law 116-223), the National Climate Program Act (Public Law 95 367), and the Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58). Where the terms of the award and proposal differ, the terms of the award shall prevail.

The terms in Section II of the Notice of Award applicable to this award are the version in effect at the time of award, unless the award is amended. Historical versions of 2 CFR 200 are available by clicking links at the top of the eCFR weblink in the Notice of Award.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Buy America Preference. Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. The construction materials standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);

the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (nonavailability waiver); or

the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver).

A request to waive the application of the Buy America Preference must be in writing. The Department will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an

infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

i. Non-ferrous metals;

ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

iii. Glass (including optic glass);

iv. Fiber optic cable (including drop cable);

v. Optical fiber;

vi. Lumber;

vii. Engineered wood; and

vii. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

1. Articles, materials, or supplies that have been:

i. Processed into a specific form and shape; or

ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it

is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

Signs (BIL/IRA)

The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to NOAA that identifies the project and indicates that the project is Federally funded by the Bi-Partisan Infrastructure Law, and/or the Inflation Reduction Act (IRA). NOAA may require that the recipient maintain a permanent plaque or sign at the project site with the same or similar information. The temporary and permanent proposed signage implementation plans must be submitted to and approved by NOAA prior to installation.

SPECIAL CONDITIONS

Programmatic Requirements for Inflation Reduction Act Climate Regional Resilience Challenge Awards

A. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

B. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

C. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving

activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

D. Uncrewed Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for coordinating with the Federal Program Officer regarding any applicable policies and standards in NOAA's Office of Marine and Aviation Operations (OMAO) Handbook (June 2022, and any updates). See <https://www.omaο.noaa.gov/learn/aircraft-operations/aircraft/uncrewed-aircraft-systems>. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

E. Supplemental Guidance on Acknowledgement of Sponsorship for Climate Regional Resilience Challenge Awards: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications Special Award Condition in this award: The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Inflation Reduction Act administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

F. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.d., all international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. 40118.

G. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

H. Funding Acknowledgement Sign: For any property restored or acquired under the award, the Recipient shall cause to be erected at the property a permanent plaque or sign satisfactory to NOAA that identifies the project and credits the "National Oceanic and Atmospheric Administration through the Inflation Reduction Act" as a funding source.

The Recipient's final project report shall include photographs of the sign installed at the property as evidence that this award condition has been met.

I. Meeting Attendance: Applicants should allocate travel funds for any necessary coordination meetings at regional or national levels. Applicants should budget travel costs for up to two representatives of each collaborative to participate in three national Climate Regional Resilience Challenge program meetings during the period of performance.

NOAA Substantial Involvement for Cooperative Agreement

This award is a cooperative agreement as described in 2 C.F.R. 200.1, meaning that the NOAA is substantially involved in the project. NOAA's partnership involves the following:

Coordination and Oversight

- NOAA Office for Coastal Management (OCM) staff will coordinate and collaborate with the recipient on programmatic, administrative, and other award-related matters and provide guidance and assistance in the management and execution of the cooperative agreement throughout the period of performance.
- OCM staff will closely monitor the execution of the award, and in its discretion, may review or monitor sub-awards for which the Recipient remains responsible. NOAA may require milestones before subsequent stages of the project may continue.
- NOAA may limit the recipient's discretion with respect to the scope of work, organizational structure, staffing, mode of operations, and other management processes, which will be coupled with close monitoring of operational involvement during

performance.

Technical Assistance

● OCM and other NOAA staff will provide additional technical assistance to the recipient and participate in programmatic activities as needed. The specific terms (e.g., type, frequency, duration) of the technical assistance will be identified and agreed upon by the recipient and NOAA during the first four months of the period of performance and documented in a Technical Assistance Plan as part of the cooperative agreement. The Technical Assistance Plan may include known and anticipated assistance from OCM or other NOAA staff such as training delivery, facilitation and convening, geospatial services, tool and resource development, and other subject matter consultation. The Technical Assistance Plan will be an iterative document that captures evolving and emerging needs as the project progresses for the duration of the period of performance and may be updated on a semi-annual basis as needed.

Fellowships

Climate Resilience Regional Challenge Fellowships

If this award involves one or more Coastal Resilience Fellows, each fellow is anticipated to collaborate on the Recipient's project for a period of up to two years, starting in 2025. Recipients are expected to cooperate with NOAA to establish fellowship activities for the project. A second round of fellows may also be considered under the award, subject to NOAA approval.

The Recipient will coordinate with NOAA as needed to ensure that the fellow's project activities remain consistent with program objectives. The Recipient must also coordinate with a third party administrator on implementation of the fellowship program, including ensuring that a salary, stipend, or other funding is provided to the fellow. Fellows are not agents or assignees of NOAA, and NOAA is not responsible for supervising or controlling the means and manner of any fellow's participation in the project, or establishing the work schedule or tenure for the fellow.

Specific responsibilities of the Recipient also include providing the following for each fellow:

- A specific two-year project for which the fellow can play a meaningful role;
- Office space, supplies, and equipment (such as a computer and any specific software); and
- A mentor to provide professional development advice and support, ensure the fellow is integrated into the project team and office, look for opportunities for the fellow to gain skills and experience, and supervise the fellow's project work.

Coastal Geospatial Services

Upon request, NOAA will collaborate with the Recipient on the potential for cooperative use of NOAA's Coastal Geospatial Services Contract (CGSC) for geospatial data and services.

Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary.

If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

Supplemental Reporting Guidance

- This Special Award Condition supplements reporting requirements in 2 C.F.R. 200.328-200.330, the Department of Commerce Standard Terms and Conditions and NOAA Administrative Standard Award Conditions.
- (a) Format: Performance reports shall address the subject areas specified in Office for Coastal Management, FY 2024 Inflation Reduction Act Funding Performance Report Guidelines , which is available from the NOAA Office for Coastal Management and may be attached to this award.
 - (b) NOAA will coordinate with the recipient to develop performance metrics that will be used to evaluate the implementation of the projects. Additionally, NOAA will work with all CRRC recipients to develop resilience metrics for the CRRC program to evaluate the impact of adaptation efforts to build coastal resilience.

Outcome 1A Funding Restriction Special Award Condition Wildfire Management and Prevention Activities

Action 1 (Outcome 1A) consists of Wildfire Management and Prevention of Wildfires, and these actions/outcomes were not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$1,600,000 (for DLNR contracts specific to wildfire prevention and firebreak fieldwork) until the recipient provides to NOAA: contactor information, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management no later than October 1, 2024. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 1 (Outcome 1A) unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
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| 12/31/2024 | Submit Required Documentation | Unresolved | |
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Outcome 1B Funding Restriction Wildfire Management and Prevention Activities

Action 1 (Outcome 1B) consists of Wildfire Management and Prevention of Wildfires, and these actions/outcomes were not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$150,000 (for DHHL subaward contracts specific to wildfire prevention and firebreak fieldwork) until the recipient provides to NOAA: contractor information, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than July 1, 2025. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 1 (Outcome 1B) unless there are other conditions placed on the award that would restrict this expenditure of funds

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
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| 09/30/2025 | Submit Required Documentation | Unresolved | |

Outcome 1C Funding Restriction concerning Wildfire Management and Prevention Activities

Action 1 (Outcome 1C) consists of Wildfire Management and Prevention of Wildfires, and these actions/outcomes were not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$193,000 (for MLC subaward contracts specific to wildfire prevention and firebreak fieldwork) until the recipient provides to NOAA: contractor information, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than October 1, 2024. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 1 (Outcome 1C) unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
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| 12/31/2024 | Submit Required Documentation | Unresolved | |

Outcome 2A Funding Restriction Special Award Condition Fencing and Invasive Species Removal

Action 1 (Outcome 2A) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$4,600,000 (for DLNR related contracts and fieldwork: including invasive species contacts of \$600,000 per year in years 1/2/3 and fencing contract of \$2,200,000 in year 2) until the recipient provides to NOAA: contractor details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than October 1, 2024. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 1 (Outcome 2A) , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|-----------------|-------------------------------|------------------------|----------------------|
| 12/31/2024 | Submit Required Documentation | Unresolved | |

Outcome 2B Funding Restriction Special Award Condition Fencing and Invasive Species Removal

Action 1 (Outcome 2B) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$2,105,000 (for DHHL fencing contracts and related fieldwork) until the recipient provides to NOAA: contractor details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than March 31, 2026. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 1 (Outcome 2B) , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|-----------------|------------------------------|------------------------|----------------------|
| 06/30/2026 | Submit Funding Documentation | Unresolved | |

Outcome 2A Funding Restriction Special Award Condition for Pond and Wetland Restoration

Action 2 (Outcome 2A) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount

of 1,200,000 (for DLNR Paialoa Wetland Restoration, at \$300,000 per year for grant years 1/2/3/4) until the recipient provides to NOAA: contactor information, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than October 1, 2024. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 2 (Outcome 2A) unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 12/31/2024 | Submit Required Documentation | Unresolved | |

Outcome 2B Funding Restriction Special Award Condition for Pond and Wetland Restoration

Action 2 (Outcome 2B) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$800,000 (for DLNR Kanaha Pond Restoration, at \$200,000 per year for grant years 1/2/3/4) until the recipient provides to NOAA: contactor information, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than Oct 1, 2024. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 2 (Outcome 2B) unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 12/31/2024 | Submit Required Documentation | Unresolved | |

Outcome 3A Land Acquisition Funding Restriction and general requirements on land acquisition

Federal funds are not permitted to be expended for land acquisition under this award until NOAA reviews and approves the project(s). Specifically, the Recipient is not authorized to expend federal funds in the amount of \$3,857,143 for property acquisition, until the recipient provides to NOAA: evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement (if needed), and draft deed, and NOAA has reviewed and approved them.

- The Recipient shall comply with all requirements set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions and 2 CFR 200, including 2 CFR 200.311, and the Uniform Relocation Assistance and Real Property Acquisition

Policies Act of 1970 (URA - 42 USC ? 4601 et seq., and implementing regulations issued at 15 CFR Part 11 and 49 CFR 24). The URA includes providing for fair and equitable treatment of displaced persons or of persons 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. The URA also includes requirements regarding notifications to the property owner and conflict of interest considerations. Consistent with these requirements, the term "real property" as used in these Conditions includes fee interests as well as conservation easements. Unless approved by NOAA, conservation easements shall be perpetual in nature (as opposed to a conservation easement for a set term of years).

■ The Recipient agrees (a) Not to use any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the project for the purpose of advancing the economic interests of private parties; (b) Not to accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with the project for such purposes; and (c) Any use of the power of eminent domain to acquire land, easements or interests in land, whether by the recipient or any other entity that has the power of eminent domain, in connection with the project without prior written consent of the operating unit constitutes an unauthorized activity and/or use of funds under the award, and subjects the recipient to appropriate enforcement action by the Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

■ Post-acquisition requirements: The Recipient shall manage the Property in accordance with the award. With the written approval of NOAA, Recipient may transfer the property to a public agency or entity that in the transfer document agrees to continue to manage the property in accordance with the award and to not further transfer the property without the written approval of NOAA. In the event NOAA becomes aware of title discrepancies or encumbrances that NOAA deems to interfere with the purpose for which these funds were granted, or if NOAA determines that the property has ceased to be used for the original purpose as approved by NOAA, the Recipient shall reimburse NOAA for the Federal funds received for the project as provided in 2 CFR 200.311.

■ Deed Restriction Language: Pursuant to 2 C.F.R. 200.316, the deed(s) for the real property(ies) acquired with funds from this award shall contain substantially the following provision: "This property has been acquired [in part] with funds from Federal financial assistance award NA24NOSX473C0112 through NOAA's funding under the Inflation Reduction Act. Title to the property conveyed by this deed shall vest upon acquisition in the County of Maui, subject to the conditions that the property shall be managed for conservation purposes and consistent with the purposes for which it was acquired. The County of Maui may not dispose of, exchange, encumber its title or other interests in, or convert the use of this property without the approval of NOAA or its successor agencies." For each property acquired under the award, a copy of the recorded deed showing the required language shall be submitted with the final project report.

■ Reimbursement of Grant Funds: In the event NOAA becomes aware that the property or easement has been disposed of, transferred, or exchanged; there are title discrepancies or encumbrances that NOAA deems interfere with the purpose for which these funds were granted; or if NOAA determines that the property has ceased to be used for the purposes for the original purposes as approved by NOAA, the Recipient is subject to 2 CFR Part 200.311(c) Real Property Use and Disposition requirements, which include reimbursement to NOAA for the share of the federal funds received for the project based on the fair market value of the interest in the land at the time of disposal.

■ Environmental Compliance related to land acquisition: In addition, the environmental review, National Environmental Policy Act analysis, National Historic Preservation Act consultations, permits and other environmental analysis were not completed by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for property acquisition [or monitoring, etc.] until NOS demonstrates compliance with applicable environmental laws and regulations by providing appropriate documentation within the final award file. At this time, there is no action or requirement that needs to be completed by the Recipient. Once this SAC has

been released by NOS, the Recipient is authorized to expend federal funds to complete property acquisition, unless there are other conditions placed on the award that would restrict this expenditure of funds.

This information should be submitted to NOAA's Office for Coastal Management by May 31, 2025, which is 62 days prior to the official SAC response date (August 1, 2025) in order to allow for timely completion of Environmental compliance review. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete activities for Action 2 (Outcome 3A) unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|-----------------|-------------------------------|------------------------|----------------------|
| 08/31/2025 | Submit Required Documentation | Unresolved | |

Outcome 3B Restoration Funding Restriction gen reqs land/stream restoration conservation easements

Federal funds are not permitted to be expended for restoration activities under this award until NOAA reviews and approves the project(s). Specifically, the Recipient is not authorized to expend federal funds in the amount of \$1,500,000 for stream restoration contract, until the recipient provides to NOAA: contractor details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than August 31, 2025. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 2 (Outcome 3B) , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|-----------------|-------------------------------|------------------------|----------------------|
| 11/30/2025 | Submit Required Documentation | Unresolved | |

Outcome 4 Funding Restriction Special Award Condition for Trail Restoration

Action 2 (Outcome 4) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$335,883 (for DLNR related trail restoration contract) until the recipient provides to NOAA: contractor details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than September 30, 2025. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 2 (Outcome

4) , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 12/31/2025 | Submit Required Documentation | Unresolved | |

Outcomes 6 Other Priorities Identified

Activities Restriction for Action 2 (Outcomes 6) Other Priorities Identified, as this outcome was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient has not indicated funds to be expended on this potential outcome, however this SAC clarifies that no federal funds are authorized to expended for these Other Priorities Identified until the recipient provides to NOAA: scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete activities for Other Priorities Identified under Action 2 (Outcomes 6) unless there are other conditions placed on the award that would restrict this expenditure of funds.

Outcome 1 Funding Restriction Special Award Condition for Aquaculture

Action 3 (Outcome 1) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$300,000 (for DLNR related aquaculture contract) until the recipient provides to NOAA: contractor details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management no later than January 10, 2025. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 3 (Outcome 1) , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 04/10/2025 | Submit Required Documentation | Unresolved | |

Outcome 2 Funding Restriction Special Award Condition for Coral Restoration

Action 3 (Outcome 2) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted

to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$300,000 (for DLNR related coral restoration contract) until the recipient provides to NOAA: contractor details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than January 10, 2025. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 3 (Outcome 2) , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 04/10/2025 | Submit Required Documentation | Unresolved | |

Outcome 3 Funding Restriction Special Award Condition for Limu Surveys

Action 3 (Outcome 3) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$56,595 (for KUA limu survey fieldwork) until the recipient provides to NOAA: contractor details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than June 30, 2025. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 3 (Outcome 3) , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 09/30/2025 | Submit Required Documentation | Unresolved | |

Outcome 3A Funding Restriction Special Award Condition for Year 2 Mini-Grants

Action 5 (Outcome 3A) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$6,748,037 (for Year 2 Mini-Grants Competition) until the recipient provides to NOAA: grantee details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management no later than **May 31, 2026**. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award

Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 5 (Outcome 3A) relevant to Year2 Mini-Grants , unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 08/31/2026 | Submit Required Documentation | Unresolved | |

Outcome 3B Funding Restriction Special Award Condition for Year 3 Mini-Grants

Action 5 (Outcome 3B) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$6,748,037 (forYear 3 Mini-Grants Competition) until the recipient provides to NOAA: grantee details, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management no later than May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 5 (Outcome 3B) relevant to Year 3 Mini-Grants, unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-------------------------------|-----------------|---------------|
| 08/31/2027 | Submit Required Documentation | Unresolved | |

Outcome 2 Funding Restriction Special Award Condition concerning Monitoring and Fieldwork

Action 6 (Outcome 2) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$2,745,250 (for DLNR contracts specific to hiring fieldwork technicians) until the recipient provides to NOAA: contactor information, scope of work, site plans, map, permits, environmental consultations, and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management no later than April 30, 2025. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Action 6 (Outcome 2) unless there are other conditions placed on the award that would restrict this expenditure of funds.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|------------|-----------------|-----------------|---------------|
| 07/31/2025 | Submit Required | Unresolved | |

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| | Documentation | | |
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STANDARD TERMS AND CONDITIONS

Performance Progress Report (PPR)-Award Start Date Semi-Annual

Project Progress Reports are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. A comprehensive final Project Progress Report is due within 120 days after the award expiration date and will include the last interim reporting period.

| DUE DATE | TASK NAME | DUE DATE STATUS | DECISION DATE |
|-----------------|---------------------------------|------------------------|----------------------|
| 05/01/2025 | April 2025 Semi-Annual Report | Unresolved | |
| 10/31/2025 | October 2025 Semi-Annual Report | Unresolved | |
| 05/01/2026 | April 2026 Semi-Annual Report | Unresolved | |
| 10/31/2026 | October 2026 Semi-Annual Report | Unresolved | |
| 05/01/2027 | April 2027 Semi-Annual Report | Unresolved | |
| 10/31/2027 | October 2027 Semi-Annual Report | Unresolved | |
| 05/01/2028 | April 2028 Semi-Annual Report | Unresolved | |
| 10/31/2028 | October 2028 Semi-Annual Report | Unresolved | |
| 05/01/2029 | April 2029 Semi-Annual Report | Unresolved | |
| 10/31/2029 | October 2029 Semi-Annual Report | Unresolved | |