

JOSIAH K. NISHITA
County Clerk



MARGARET C. CLARK
Deputy County Clerk

RECEIVED

2019 JAN -3 PM 4: 43

OFFICE OF THE COUNTY CLERK

OFFICE OF THE
COUNTY CLERK

COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov/county/clerk

January 3, 2019

Honorable Kelly T. King
Council Chair
County of Maui
Wailuku, Hawaii 96793

OFFICE OF THE
COUNTY COUNCIL

2019 JAN -3 PM 4: 14

RECEIVED

Dear Chair King:

By letter dated December 10, 2018 (County Communication No. 18-436), the Director of Finance transmitted 112 contracts/grants for filing with the County Clerk.

At the December 21, 2018 Council meeting, the foregoing communication was filed; however, Grant No. G4848 were referred you, as Council Chair for the Council term beginning January 2, 2019, at Councilmember Hokama's request. Transmitted is a copy of the grant.

Respectfully,

JOSIAH K. NISHITA
County Clerk

/jym

Enclosures

cc: Council Services Director

COUNTY COMMUNICATION NO. 19-23

✓


GRANT AGREEMENT CERTIFICATION

I, **MARK R. WALKER**, Director of Finance of the County of Maui, State of Hawaii, do certify that there is available appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

<u>Appropriation Index</u>	<u>Title</u>	<u>Amount Required</u>
<u>903878B</u>	<u>MOLOKAI AND LANAI AGRI PRODN (6317)</u>	<u>\$ 100,000.00</u>

GRANT AGREEMENT G 4848 LOKAHI PACIFIC

Dated this 26 day of NOVEMBER 2018
Grant Period: October 1, 2018 - June 30, 2019



MARK R. WALKER
Director of Finance

Molokai and Lanai Agriculture
Production for OED
ORDINANCE NO. 4861 (FY2019)

FY 2019

jh

omg 11/26

1252

11/29

GRANT AGREEMENT OF COUNTY FUNDS

LOKAHI PACIFIC
Molokai and Lanai Agriculture Production

(Grant No. 4848)

Source of Funds: Molokai and Lanai
Agriculture Production

903878B

Certification Requested from County

\$100,000.00

THIS AGREEMENT, made this 30th day of November, 2018,
by and between LOKAHI PACIFIC, a Hawaii nonprofit corporation,
whose mailing address is 1935 Maui Street, Suite 204, Wailuku,
Hawaii 96793, hereinafter called "Grantee", and the COUNTY OF
MAUI, a political subdivision of the State of Hawaii, whose
principal place of business is 200 South High Street, Wailuku,
Maui, Hawaii 96793, hereinafter called "County", collectively
referred to as the "Parties".

W I T N E S S E T H :

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

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

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

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

B. Program Budget. The County agrees to make available as a grant to the Grantee, a sum not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in grant funds. Grantee shall utilize all County funds granted hereunder solely for Grantee's Program as described in Exhibit "A".

C. Performance Schedule. Grantee shall perform work on its Program between October 1, 2018 to June 30, 2019 subject to such extensions as may be agreed to in writing by the County, and unless sooner terminated as provided herein.

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


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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

GRANTEE:

LOKAHI PACIFIC

By 

(Signature)

MARK D. RECK

(Print Name)

Its CHAIRMAN OF THE BOARD

(Title)

By 

(Signature)


SUSIE THIEMAN

(Print Name)

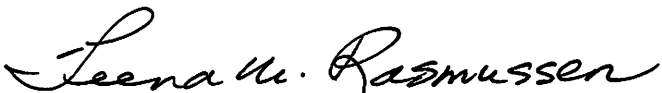
Its EXECUTIVE DIRECTOR

(Title)

COUNTY OF MAUI:


BY _____
FOR ALAN M. ARAKAWA
Its Mayor

APPROVAL RECOMMENDED:

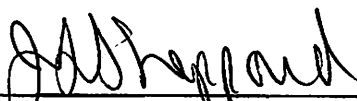


TEENA M. RASMUSSEN
Director
Office of Economic Development



SAMANDA K. BAZ
Budget Director

APPROVED AS TO FORM
AND LEGALITY:

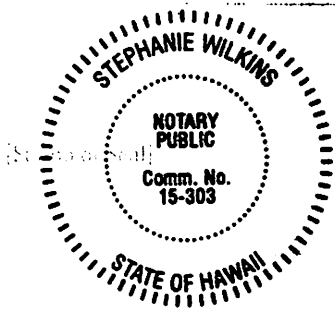


JERRIE L. SHEPPARD
Deputy Corporation Counsel

STATE OF Hawaii)
County of Maui) SS.

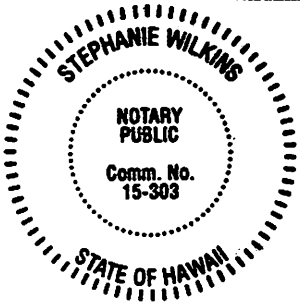
On this 16 day of November, 2018, before me personally appeared Suse Thiemann, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



S. Wilkins
Notary Public, State of Hawaii
Print Name: Stephanie Wilkins
My commission expires: 08/23/2019

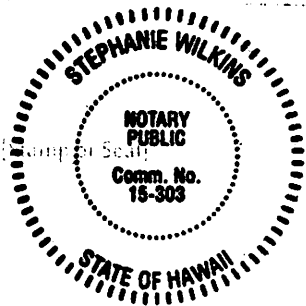
NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>undated at time of notarization</u>	# Pages: <u>19</u>
Notary Name:	<u>Stephanie Wilkins</u>	Judicial Circuit: <u>2nd</u>
Doc. Description:	<u>Grant Agreement Lanai Pacific Molokai & Lanai Agricultural Production Grant No 4848 \$100,000.00</u>	
Notary Signature:	<u>S. Wilkins</u>	
Date:	<u>11/16/2018</u>	



STATE OF Hawaii)
County of Maui) SS.

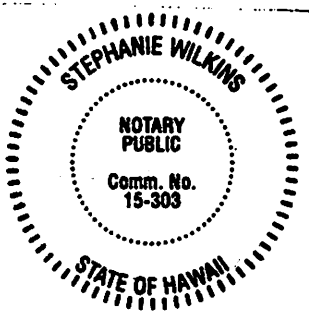
On this 16 day of November, 2018, before me personally appeared MARK D. RECK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



J. Wilkins
Notary Public, State of Hawaii
Print Name: Stephanie Wilkins
My commission expires: 08/23/2019

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>undated at time of notarization</u>	# Pages: <u>19</u>
Notary Name:	<u>Stephanie Wilkins</u>	Judicial Circuit: <u>2nd</u>
Doc. Description:	<u>Grant Agreement Lokahi Pacific Molokai & Lanai Agricultural Production Grant No. 4848 \$100,000.00</u>	
Notary Signature:	<u>J. Wilkins</u>	
Date:	<u>11/16/2018</u>	



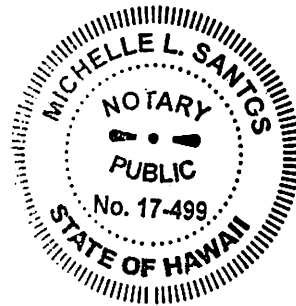
STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 30th day of November, 2018, before me appeared Mark R. Walker, to me personally known, who being by me duly sworn did say that he is the Finance Director of the County of Maui, a political subdivision of the State of Hawaii, in the capacity shown, having been duly authorized to execute such instrument in such capacity, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said, Mark R. Walker, acknowledged the said instrument to be the free act and deed of said County of Maui.

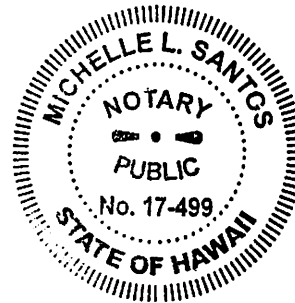
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle L. Santos

Notary Public, State of Hawaii
Print Name: Michelle L. Santos
My commission expires: 12-3-21



NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>11-30-18</u>	# Pages:	<u>26</u>
Notary Name:	<u>Michelle L. Santos</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Grant Agreement of County Funds</u>		
	<u>Grant # 64808</u>		
Notary Signature:	<u><i>Michelle L. Santos</i></u>		
Date:	<u>11-30-18</u>		





COUNTY OF MAUI
OFFICE OF ECONOMIC DEVELOPMENT
 2200 MAIN STREET, SUITE 305
 WAILUKU, MAUI, HAWAII 96793
 PHONE (808) 270-7710
grants.oed@mauicounty.gov

GRANT APPLICATION
FISCAL YEAR 2019
 July 1, 2018 – June 30, 2019

*Always use this email address when communicating with OED about your grant.

I. Project/Program Information Section: Application Date: October 11, 2018

Project/Program Title: Lanai & Molokai Agriculture Production

Performance Period: October 1, 2018 thru June 30, 2019

See page 5 of the Grants Handbook for more information

Project Manager: Susie Thieman

Phone Number: 808-242-5761 Cell: 808-385-8074

Email: susie@lokahipacific.org

II. Applicant/Fiscal Agent Information:

Legal Name of Organization: Lokahi Pacific

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

Mailing Address: 1935 Main Street, Suite 204

City/State/Zip: Wailuku, HI 96793

Phone Number: 808-242-5761

Contact Person: Susie Thieman

Cell Number: 808-385-8074 Email: susie@lokahipacific.org

Amount of Funds Requested: \$ 100,000

EXHIBIT "A"

III. Project Description: 1 sentence only, please. This sentence will be used in our press release.

To assist in bringing back agriculture and support to farmers on the islands of Lanai and Molokai

IV. Hawaii Tourism Authority (HTA) Funding:

Did you receive HTA funding for this project/program in calendar year 2018?

Yes No

Do you plan on applying for HTA funding for this project/program for calendar year 2019?

Yes No

V. Proposal Outline: Please attach your Proposal using the instructions on page 5 of the Handbook.

- A. Project Summary
- B. Introduction
- C. Problem/Need and Target Groups
- D. Economic Impact
- E. Goals, Objectives, Action Steps and Measures of Success
- F. Dashboard for Organization or Project Performance Measures
Recurring funding grants ONLY
- G. Marketing Plan
- H. Use of Local Community Resources
- I. Economic Self-Sufficiency
- J. Green Initiatives and Eco-friendly Practices
- K. Itemized Budget: Please refer to Sample Budget template on page 12 of Handbook)
Include HTA budget if applicable
- L. Budget Narrative

VI. Supporting Documentation: Please attach the following (see page 14 of Handbook for more details):

- L. Certificate of Vendor Compliance (Dated within 2 months)
- M. Corporate Entity Documents
Required for all non-profits, for profit corporations and LLCs
- N. Sole Proprietor Documents
- O. List of current grants with the County of Maui and/or State of Hawaii
- P. Certificate of Liability Insurance (on confirmation of funding)

VII. Applicant/Fiscal Agent Submittal:

Lokahi Pacific

Name of Applicant/Fiscal Agent

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

Lanai & Molokai Agriculture Production

Project Name

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

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

VIII. Authority and Capacity:

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

IX. Contracts:

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

X. Continued Eligibility:

Any GRANTEE who withholds or omits any material facts to the County of Maui shall be in violation of the terms of this Agreement and may be liable to reimburse a portion of any funds received herein. Such GRANTEE shall be prohibited from receiving any grant, subsidy or purchase of service Agreement from the County of Maui for a period of five years.

Organizations currently receiving funds from the County Office of Economic Development must be in good standing and up to date on all required reporting requirements and contract deliverables in order to re-apply.

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

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

Name and title of official(s) authorized to sign for applicant organization:

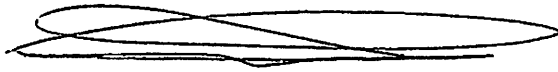
Must be listed as an owner, member or officer on DCCA Annual Filing

Mark D. Reck

Name of Authorized Representative (Print)

Chairman of the Board of Directors

Title



10/11/18

Signature of Authorized Representative

Date

Susie Thieman

Name of Additional Authorized Representative (Print)

Executive Director

Title



10/11/18

Signature of Additional Authorized Representative

Date

A. Project Summary:

A series of grants totaling \$90,000 will be given to small farming enterprises on Lanai and Molokai to assist them in renovating, expanding, or purchasing new equipment that will improve their operations.

B. Introduction:

Lokahi Pacific is an independent, private non-profit housing and community development organization chartered under the laws of the State of Hawaii and incorporated in 1971. The mission of Lokahi Pacific is to improve the quality of life, both economically and socially, of residents of the County of Maui and other rural Hawaii communities. With goal-oriented vision and broad collaboration, Lokahi Pacific develops sensible and successful projects that enrich the economic climate of the county, increase the inventory of affordable and special needs housing and insures that resident participate in that enrichment and share in its benefits.

Lokahi Pacific's community development experience falls into three basic areas:

Housing Development &

Management Small Business Lending

Community Facilities Development

Lokahi Pacific was Maui County's first locally-operated Community Development Financial (CDFI) institution as certified by the U. S. Treasury. Lokahi administers several business lending programs to support and promote economic development. Since 1992 over \$10 million has been loaned to small businesses by Lokahi. Executive Director Susie Thieman has more than 14 years of direct service to small business through her teaching of the Core Four Business Planning Course at MEO's Small Business Development Corp. from 2004-2011, graduating more than 1,200 students and leading a team of loan fund managers who managed a portfolio that averaged more than \$1 million in loans. These loans were made to small and start-up businesses on six islands in Hawaii. Thieman continues her work today (2011 thru present) through Lokahi Pacific's Business Incubator programs and its loan portfolio. Thieman has been awarded two SBA awards for her work with small business

in 2006 she was named the Minority Small Business Champion for Maui County, and in 2009 she was awarded the Small Business Advocate of the Year as the Financial Services Champion for Maui County. Thieman also founded, managed, and then successfully sold her publishing business after 25 years of successful operation in Honolulu.

C. Problem/Need and Target Groups:

The County of Maui Office of Economic Development (OED) has identified the islands of Lanai and Molokai as being in need of support in helping to bring back agriculture and support to farmers on their islands.

D. Economic Impact:

This project is intended to assist those farming operations that have a hard time getting capital from traditional sources.

The grants awarded under this program will assist each entity in making that improvement, expanding, or buying that equipment which they could not do on their own. It is the intent of this program to allow these farms to move forward with their business and grow.

E. Goals, Objectives, Action Steps and Measures of Success:

The goals for this program include: providing the farmers with consultation time by OED staff, for business plan discussions and government compliance issues of applicants and promotion of this grant's offerings. We propose an announcement of the availability of these funds be made as soon as possible and explaining how the process works. Also we will answer individual questions from the farmers who may be interested and qualified for these funds. Once all applications have been received and reviewed for potential funding, a committee will discuss and decide on the businesses to be awarded grants and in what amounts. Members of this committee include members of the OED staff. The success of this program will be measured by the increased activity and production by those receiving the grants.

(See attached Grids)

F. Dashboard for Organization/Project Performance:
(one time project – no Dashboard needed)

G. Marketing Plan:

Lokahi Pacific will serve as a partner to OED and will support the marketing efforts provided by the OED staff in reaching out to the farmers on the islands of Lanai and Molokai.

H. Use of Community Resources:

With assistance from the County of Maui and its communication connections in addition to Lokahi Pacific's lines of communication, the word should spread quickly to the most remote areas covered under this program. Evaluating performance under this grant will be based on the economic benefit to the business and the community it serves. At the end of the grant period, an economic impact survey will be completed by each grant recipient. This survey will show how the grant helped the enterprise achieve its goal as stated in the application for this grant.

I. Economic Self-Sufficiency:

For those who receive these grants, their farming activities will become more economically viable. They may also be able to offer additional services or products to their customers within the community.

J. Green Initiatives and Eco-friendly Practices:

While some of these farmers may be in these fields of endeavor, it is not the intent specifically for these grants to go towards Green Initiatives or Eco-friendly practices. Lokahi Pacific would hope that some of these grant funds may go to help various operations go greener or begin eco-friendly practices to reduce cost of operations, purchase of disposables, etc.

K. Itemized Budget:

Please see attached Budget Grid

L. Budget Narrative:

Lokahi Pacific will expend the full \$90,000 of this grant to assist the

farms selected by the OED selection committee. Half to Lanai and half to Molokai. Lokahi Pacific will use its fiscal sponsor fee to cover the administrative costs and monitor the activities of the recipients.

Lanai & Molokai Agriculture Production Grant				
Budget				
Expenses	County	Other Cash	In Kind	Total
Administration	\$10,000			\$10,000
Awardees				
Lanai	\$45,000			\$45,000
Molokai	\$45,000			\$45,000
Operations				
Travel				
Spokesperson				
Totals	\$100,000			\$100,000

Income	County	Other Cash	In Kind	Total
County OED	\$100,000			\$100,000
Totals	\$100,000			\$100,000

2018 Small Business Revitalization Grant

Goal: Send out and receive grant applications from farmers on Lanai and Molokai.

Action Step 1: Using list provided by OED
Action Step 2:
Action Step 3:

Objective 2: Respond to any questions from applicants
Action Step 1:
Action Step 2:
Action Step 3:

Objective 3: Assist applicants with their paperwork/vision
Action Step 1:
Action Step 2:
Action Step 3:

Performance
Measures and/or
Economic Impact:

Performance
Measures and/or
Economic Impact:

Performance
Measures and/or
Economic Impact

Goal: Put \$90,000 into the farming communities of Lanai and Molokai

Objective 1: Review quotes and prepare award checks

Action Step 1:

Action Step 2:

Action Step 3:

Objective 2: Solicit paid invoices verifying purchases as intended in proposals

Action Step 1:

Action Step 2:

Action Step 3:

Objective 3: Follow-up survey in six months to show outcomes of project

Action Step 1:

Action Step 2:

Action Step 3:

**Performance
Measures and/or
Economic Impact:**

**Performance
Measures and/or
Economic Impact:**

**Performance
Measures and/or
Economic Impact**

GENERAL TERMS AND CONDITIONS

1) Method of Payment: Unless otherwise specified herein, Grantee shall submit on their agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, or other documents are submitted. Each reimbursement request shall: a) Be authenticated as to its accuracy by the grantee and verified by a designated County official; b) Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement; c) Include copies of receipts, canceled checks, vendor agreements, and/or other documentation providing verification of work completed in accordance with this Agreement; and d) Be presented in duplicate, with two (2) complete sets of all items submitted.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's Program, receipt by the County of the final written report from Grantee acceptable to County, and receipt of original tax clearance certificate for Grantee from the State of the Hawaii Department of Taxation.

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

3) Program Income: "Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.

4) Reversion of Assets: The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either pay the County the current fair market value of the asset or transfer the control of the asset to the County.

Upon expiration or termination of the Agreement, the Grantee shall submit to County an inventory of all personal property acquired with County funds at a purchase price of \$500.00 or more. Unless the Grantee has the written consent of the County, the Grantee shall transfer to the County upon expiration or termination of this Agreement any County funds on hand at the time of expiration or termination of this Agreement and any real and/or personal property acquired or improved in whole or in part with County Funds.

EXHIBIT "B"

5) Non-Profit Status: Grantee warrants that it is a Hawaii non-profit organization and duly authorized to conduct business in the State of Hawaii.

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

The insurance policy, as evidenced by issuance of a "Policy Endorsement," shall name the County of Maui, its departments, agencies, officers, directors, employees and agents as "Additional Insured", and shall include a duty to defend the County, its departments, agencies, officers, directors, employees and agents against any loss, liability, claims, and demands for injury or damage, including but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with GRANTEE's actions and/or performance of this Agreement.

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

1. No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
2. No erosion of limit by payment of defense costs; and
3. Minimum annual aggregate limit of \$2,000,000.

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

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

7) Indemnification: To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its departments, agencies, officers, directors, employees, and agents from and against any and all manner of actions and claims arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement.

8) Alcohol: The County of Maui will not reimburse for any alcohol expenses.

9) Subcontracting: Grantee shall not procure, or subcontract, any part of the services under this Grant Agreement without the prior written consent of County.

10) Record Keeping: Grantee shall keep records and prepare reports, including detailed, separate financial records relating to funds received from the County. All accounts shall be prepared and maintained according to generally accepted account principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of the Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement.

11) Documents and Files: Any information, data, report, record, summary, table, map or study given to or prepared or assembled by the Grantee under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of the County.

The County shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the Grantee pursuant to this Agreement, and all such materials shall be considered "works made for hire". The County, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the Grantee pursuant to this Agreement.

The Grantee and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost or pricing data for five (5) years from the date of the final payment under the Agreement. In the event of any litigation, claim, investigation, audit, or other action, involving the records shall be retained for five (5) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the Grantee and any subcontractors shall allow County free and unrestricted access to such records.

12) Quarterly Reports: Grantee shall provide County with written Quarterly status reports containing the following information: Summary of Program status in relation to goals, objectives and scheduled action steps outlined in the grant proposal; Numbers and descriptions of people or businesses served; Financial status reports of County funds used; and a narrative report, including progress in meeting performance standards and economic self-sufficiency, if appropriate.

13) Final Report: Grantee shall provide a final report within 60 days after completion of the Program covered by this grant award including a financial section, evaluation section and other information as requested by County.

14) Employee Compensation: Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.

15) Financial Audits: Grantee shall supply County with a copy of its annual financial statements, prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books and other financial records upon request of County to determine compliance with the terms of the grant agreement. Grantee shall cooperate fully and assist the County in such an audit.

16) Program Monitoring: The Grantee shall retain and permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, events or activities without advance or formal notification or appointment when such access is for the express purpose of monitoring, investigating, researching or formulating programs, services, or related policies and procedures or when the County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.

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

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

19) No Discrimination: Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of race, color, ancestry, national origin, religion, creed, sex, sexual orientation, disability, age, marital status, arrest and court record, National Guard participation or HIV infection.

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

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

22) Termination of Agreement: If, for any cause, the County finds that the Grantee has failed to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement or if the Grantee breaches any of the promises, terms or conditions of this Agreement and, having been given reasonable notice of an opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by the County, the County shall have the right to terminate this Agreement by giving written

notice to the Grantee of such termination. Further, the County may terminate this Agreement **without cause** by giving written notice to the Grantee thirty (30) calendar days before the effective date of such termination.

23) Proselytization Prohibited: Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

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

DCCA State of Hawaii

Downloaded on November 5, 2018.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.

Website URL: <http://hbe.ehawaii.gov/documents>

Business Information

MASTER NAME	LOKAHI PACIFIC
BUSINESS TYPE	Domestic Nonprofit Corporation
FILE NUMBER	20432 D2
STATUS	Active
PURPOSE	COMMUNITY DEVELOPMENT-MISSION IS TO ALLEVIATE POVERTY
PLACE INCORPORATED	Hawaii UNITED STATES
INCORPORATION DATE	May 11, 1971
MAILING ADDRESS	1935 MAIN ST STE 204 WAILUKU, Hawaii 96793 UNITED STATES
TERM	PER
AGENT NAME	SUSIE THIEMAN
AGENT ADDRESS	1935 MAIN STREET, STE 204 WAILUKU, Hawaii 96793 UNITED STATES

Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2018	May 3, 2018	Processed
2017	Apr 20, 2017	Processed
2016	Apr 4, 2016	Processed
2015	Apr 16, 2015	Processed
2014	Apr 14, 2014	Processed
2013	Jun 21, 2013	Processed
2012	Apr 23, 2012	Processed
2011	Apr 29, 2011	Processed
2010	Jun 2, 2010	Processed
2009	Jun 9, 2009	Processed
2008	Apr 18, 2008	Processed
2007	Apr 18, 2007	Processed
2006	Apr 1, 2006	Processed
2005	Jun 3, 2005	Processed
2004	Apr 10, 2004	Processed
2003	Apr 16, 2003	Processed
2002		Not Required
2001		Processed
2000		Processed
1999		Processed

Officers

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NAME	OFFICE	DATE
SIMMER, KLAUS	C/D	Apr 1, 2018
GIMA, REYNOLD M.	VC/D	Apr 1, 2018
RECK, MARK D.	S/D	Apr 1, 2013
KNUE, GREG	T/D	Apr 1, 2013
THIEMAN, SUSIE	ED	Apr 1, 2013
MUNDRICK-WICHMAN, VIOLA	D	Apr 1, 2013
ELLISON, JEFFREY	D	Apr 1, 2013
SMITH, SCOTT HAL	D	Apr 1, 2013

Trade Names

NAME	TYPE	CATEGORY	REGISTRATION DATE	STATUS
OHANA HALE O' MAUI	Trade Name	NO CATEGORY SELECTED	Feb 11, 1988	Expired



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: LOKAHI PACIFIC

DBA/Trade Name: Lokahi Pacific

Issue Date: 10/11/2018

Status: Compliant

Hawaii Tax#: w20289266-01
New Hawaii Tax#:
FEIN/SSN#: XX-XXX6837
UI#: XXXXXX8620
DCCA FILE#: 20432

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service (Compliant for Gov. Contract)	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Atlas Insurance Agency, Inc. 1132 Bishop St., Suite 1600 Honolulu, HI 96813 808 533-3222
CONTACT NAME: Della Nakamoto
PHONE (A/C, No, Ext): 808 533-3222 FAX (A/C, No): 808 533-8777
INSURER(S) AFFORDING COVERAGE: INSURER A: Nautilus Insurance Co. NAIC #: 17370
INSURER B: Broker: RPS Honolulu
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Grant #G4848, Lanai and Molokai Agriculture Production - October 1, 2018 thru June 30, 2019
County of Maui, its department, agencies, officers, directors, employees and agents are named an Additional Insured per form CG2010 (04/13) Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization as per policy provisions. (Eff. 11/05/18)

CERTIFICATE HOLDER: County of Maui, Office of Economic Development, 2200 Main Street, Suite 305, Wailuku, HI 96793
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]