



a. If yes, please describe the following:

- i. The Cameron Center's role and send a copy of the current agreement that authorizes it.

*Response: The Cameron Center has been contracted to provide property management services for the Na Hale Kupuna program units. Please see the attached contract scope of work and contract amendment for your review.*

- ii. The process for how homeowners' association fees and other maintenance costs are funded and paid.

*Response: The Nā Hale Kūpuna program has three (3) units which show a surplus in funds based on the rent that the tenants pay and the HOA fee amount. The surplus in rent is used to first pay their units' HOA fees. The remaining balance is then put into an operating account to assist in covering the HOA fees for the units that show a deficit. After expending the program income on the units, there is still a deficit regarding the remaining HOA fees. The CDBG Program Office makes a subsidy payment using the Nā Hale Kūpuna Operations appropriation. To make the subsidy payment, Cameron Center sends the CDBG Program Office a Request for Payment so that the funds for HOA fees can get deposited into the operating account.*

b. If no, please describe the following:

- i. The process for funding and paying homeowners' association fees and other maintenance costs.

*Response: N/A*

- ii. The costs per unit not covered by the rent collected.

*Response: N/A*

*Honorable Yuki Lei K. Sugimura, Chair  
Budget, Finance, and Economic Development Committee  
Response to BFED-9  
October 16, 2025  
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Should you have any questions, please feel free to contact Jolie Jenkins, CDBG Program Manager, at extension 1795 or via email at [jolie.jenkins@co.maui.hi.us](mailto:jolie.jenkins@co.maui.hi.us).

Sincerely,



MARCY MARTIN  
Director of Finance

Attachments

cc: Jolie Jenkins, CDBG Program Manager, Department of Housing

## APPENDIX A: SCOPE OF WORK

### I. OVERVIEW

The furnishing of property management services for County owned, senior affordable housing units located in separate locations in West, South and Central Maui as part of the Community Development Block Grant Program ("CDBG") of the County of Maui ("COUNTY" or "County") as part of the Na Hale Kupuna Project ("Project"), which shall be in accordance with this Appendix A: Scope of Work, Appendix B: Term / Schedule of Work, Appendix C: Pricing / Certifications, Appendix D: Special Provisions, and Appendix E: General Conditions.

The purpose of this AGREEMENT is to retain a property management firm to manage the Project.

### II. PROJECT DESCRIPTION

#### KAHANA MANOR, Unit 617

Unit 617 is a 631 square foot, 1-bedroom, 1-bathroom unit located on the 6th floor. The unit is furnished with a dishwasher, disposal, range, microwave, refrigerator, stacked washer and dryer, and an assigned parking stall (#89). The unit is accessible by elevator.

Name: Kahana Manor  
Location: 4310 Lower Honoapiilani Road, Lahaina, Hawaii 96761  
TMK No.: (2) 4-3-010:011:0101

#### KEONEKAI VILLAGES, Unit 13-101

Unit 13-101 is a 625 square foot, 2-bedroom, 1-bathroom unit located on the 1st floor. The unit is furnished with a disposal, range, microwave, refrigerator, ceiling fans, television, linens, living room furniture, dining table and chairs, beds and two (2) assigned parking stall (#229 & #230). The apartment building offers a stand-alone laundry facility for resident use.

Name: Keonekai Villages  
Location: 160 Keonekai Road, Kihei, Hawaii 96753  
TMK No.: (2) 3-9-004:134:0109

#### LEINANI APARTMENTS, Unit 304

Unit 304 is a 658 square foot, 1-bedroom, 1-bathroom unit located on the 3rd floor. There is not an elevator or ramp to access the unit. The unit is furnished with a washer-dryer, disposal, dishwasher, range, microwave, refrigerator, ceiling fans, television, linens, living room furniture, water, sewer/garbage and access to one (1) un-assigned parking stall. The unit also has access to a shared-swimming pool located at the neighboring apartment complex, Maui Lani Terraces. The apartment building offers a stand-alone laundry facility for resident use.

Name: Leinani Apartments

Location: 3750 Lower Honoapiilani Road, Lahaina, Hawaii 96761  
TMK No.: (2) 4-3-006:036:0024

**MAUI LANI TERRACES, Unit B202**

Unit B202 is a 705 square foot, 2-bedroom, 1-bathroom, unit located on the 2nd floor. There is not an elevator or ramp to access the unit. The unit includes a refrigerator, dishwasher, range, microwave, disposal, stacked washer and dryer, two (2) assigned parking stalls (#49 & #50), and access to swimming pool.

Name: Maui Lani Terraces  
Location: 3740 Lower Honoapiilani Road, Lahaina, Hawaii 96761  
TMK No.: (2) 4-3-006:004:0030

**MAUI LANI TERRACES, Unit C206**

Unit C206 is a 530 square foot, 1-bedroom, 1-bathroom, unit located on the 2nd floor. There is not an elevator or ramp to access the unit. The unit includes various items, and access to swimming pool.

Name: Maui Lani Terraces  
Location: 3740 Lower Honoapiilani Road, Lahaina, Hawaii 96761  
TMK No.: (2) 4-3-006:004:0050

**MAUI LANI TERRACES, Unit D105**

Unit D105 is a 530 square foot, 1-bedroom, 1-bathroom, unit located on the 1st floor. The unit includes various items, and access to swimming pool.

Name: Maui Lani Terraces  
Location: 3740 Lower Honoapiilani Road, Lahaina, Hawaii 96761  
TMK No.: (2) 4-3-006:004:0065

**PARKVIEW SQUARE, Unit 303**

Unit 303 is a 696 square foot, 1-bedroom, 1-bathroom unit located on the 3rd floor. The unit is furnished with a washer-dryer, range, microwave, refrigerator, water, sewer/garbage and one (1) parking stall (#403). The unit is accessible by elevator.

Name: Parkview Square  
Location: 1129 Lower Main Street, Wailuku, Hawaii 96793  
TMK No.: (2) 3-4-039:050:0017

**III. MINIMUM QUALIFICATIONS**

The CONTRACTOR shall have the capability to provide complete property management services, including, but not limited to, physical maintenance of the Project, including the premises and all improvements; establishing and collecting rents; depositing all Project incomes into Project bank accounts as specified by the COUNTY; making all Project disbursements as specified from the Project accounts; providing accounts and reporting

services according to procedures as specified by the COUNTY.

The CONTRACTOR shall have:

- A. At least three (3) years' experience in residential project management and rental services, involving projects comparable in size and scope to those described herein;
- B. Experience in managing a large scale rental project;
- C. Experience with the federally funded Section 8 rental supplemental program and other rental assistance programs;
- D. Property management service experience for projects housing people currently, formerly, or at risk of experiencing homelessness. Housing project(s) should be of similar or greater size;
- E. Experience in connecting tenants with, handling receipt of, and documentation of rental subsidies or other forms of rental assistance which may include but is not limited to Section 8, and Tenant Based Rental Assistance (TBRA); and
- F. Complying with regulations which may include but is not limited to U.S. Housing and Urban Development (HUD), Community Development Block Grant (CDBG), or Section 8.

#### **IV. PERFORMANCE REQUIREMENTS AND INSTRUCTIONS**

The CONTRACTOR shall abide by the requirements as specified, and comply with all instructions relating to the management, rental, leasing and maintenance of the Project that may be issued from time to time by the COUNTY and adhere to all operating policies that have been or may be adopted by the COUNTY. With respect to new instructions and policies, the CONTRACTOR shall have the right to submit recommendations to the COUNTY prior to their issuance or adoption or to recommend subsequent changes.

##### **A. CONTRACTOR'S RESPONSIBILITIES**

The CONTRACTOR's responsibilities shall include:

- 1. Compliance with the Fair Housing Amendment Act or HRS Chapter 515.
- 2. Compliance with the Americans with Disabilities Act (ADA).
- 3. Provide services in compliance with all Federal and State nondiscrimination statutes and regulations and civil rights related program requirements (which prohibit the denial of benefits and discrimination on the basis of, but not limited to, race, color, religion, sex, including gender identity or expression, sexual orientation, disability, marital status, familial status, ancestry, age, human immunodeficiency virus infection, or national origin, or retaliation), including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended;
  - b. 24 CFR, Part 1 Title VI of the Civil Rights Act of 1964, as amended; 24 CFR, Part 8 Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. 24 CFR, Part 100 – Discriminatory Conduct under the Fair Housing Act, as amended; 24 CFR, Part 146 Age Discrimination Act of 1975, as amended;
  - d. 24 CFR 200.600 Affirmative Fair Marketing Regulations, as amended;
  - e. 24 CFR 880.612a, 881.601, 883.701, 884.223a, 886.329a, as amended;
  - f. 42 U.S.C. 13641 Title VI, Subtitle D of Housing and Community Development Act of 1992, as amended;
  - g. Uniform Federal Accessibility Standards (UFAS), effective July 11, 1988, as amended; Title VIII of the Civil Rights Act of 1968, Fair Housing Act, as amended;
  - h. 24 CFR, Part 200, Subpart M, as amended;
  - i. 24 CFR, Part 110, as amended;
  - j. Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973, as amended;
  - k. Title VI, Subtitle D of the Housing and Community Development Act of 1992 (42 U.S.C. 12641), as amended;
  - l. 24 CFR 1.6, 8.55(b), and 107.30, as amended; and
4. Provide services in compliance with Title VI of the Civil Rights Act of 1964, as amended, HRS, Chapter 321C, and associated regulations which require recipients of federal funds to take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons. The CONTRACTOR must establish and maintain Title VI and Language Access Policies and Plans to ensure effective communication with LEP individuals. This includes providing interpreters (not family members, friends or other tenants) and possibly translating vital documents. The COUNTY may at any time request to review policies and plan documents.

**B. MANAGEMENT PLAN**

The CONTRACTOR shall submit to the COUNTY, a management plan that provides comprehensive and detailed description of the policies and procedures to be followed in the management of the Project. The CONTRACTOR shall have the capability to provide complete management services, including but not limited to physical maintenance of the premises, establishing and collecting rents, depositing all Project incomes into Project bank accounts, and providing accounts and reporting services according to procedures specified by CDBG. The management plan shall be submitted and approved by CDBG ("Management Plan") prior to issuance of the Notice to Proceed (NTP). CDBG and the CONTRACTOR shall comply with all applicable provisions of the Management Plan. If there is a conflict between the CONTRACTOR's Management Plan and this AGREEMENT, this AGREEMENT shall prevail.

C. BUDGETS

A proposed operating budget and cost analysis shall be submitted and approved by CDBG ("Project Operating Budget") prior to the issuance of a Notice to Proceed. This section shall delineate the proposed operating budget for the property, estimated contract costs, personnel salaries, and any other applicable budgeted cost to the Project.

Annual operating budgets for the Project shall be approved by CDBG. Except as permitted under Emergency/Urgent Repairs below, annual disbursements for each type of the operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget.

In addition to preparation and submission of a recommended operating budget for the initial operating year, the CONTRACTOR shall prepare a recommended operating budget for each subsequent fiscal year for the COUNTY at least sixty (60) days before the beginning of the operating fiscal year. CDBG shall promptly inform the CONTRACTOR of any changes incorporated in the approved budget, and the CONTRACTOR shall keep CDBG informed of any anticipated deviation from the receipts of disbursements stated in the approved budget.

D. MARKETING

The CONTRACTOR shall carry out the marketing activities prescribed in the Management Plan, observing all requirements of the marketing plan. Subject to CDBG's approval, advertising expenses shall be paid out of the Operating Account (as defined below) as a Project expense.

E. MANAGEMENT DUTIES

The CONTRACTOR shall:

1. Provide fiscal and physical residential property management services.
2. Solicit and oversee any required services and contracts incidental to the repair, and operation of the Project, including but not limited to, repairs, or other services if such services are not done by employees of the CONTRACTOR.
3. Hire, train and supervise any staff and maintenance staff as is required for the operation of the Project.
4. Adhere to and enforce house rules for the Project for COUNTY as established by the COUNTY and each property's homeowner's association. The CONTRACTOR shall make recommendations in writing for changes as necessary from time to time, subject to review and approval by the COUNTY in a timely manner.
5. Perform property inspections of the Project at least once a quarter. Perform a comprehensive inspection of all the units and the Project

annually, and submit to the COUNTY a written report of said inspection, to include but not limited to, recommendations and solutions to noted, problems, preventative maintenance action to be taken, etc.

6. Report complaints from the community directed at the Project. The CONTRACTOR shall notify the Officer-in-Charge of any complaints directed at the Project-via detailed email within twenty-four (24) hours of receiving the complaint, followed up with a formal memorandum.
7. Respond to and resolve complaints/problems from the tenants. Provide and maintain adequate documentation of tenant complaints and CONTRACTOR's responses and/or resolutions of complaints. The COUNTY may at any time request to review CONTRACTOR's records for any tenant complaint.
8. Maintain good communication between tenants and management personnel. Request constructive comments and suggestions from the tenants.
9. Advise tenants of programs and services available to them for their personal needs and refer tenants with personal or family problems to the appropriate agencies as needed.
10. Evaluate rental rates annually based on HUD's 80% area median income, and submit recommendations and supporting data to the COUNTY for approval.
11. Rehabilitate and clean vacated units to a marketable condition to ensure the unit is ready for occupancy and leased within fourteen (14) calendar days from the date the previous tenant vacated. Vacated units referred and approved by CDBG that require substantial renovation/construction shall be exempt from the fourteen (14) calendar day turnaround requirement.
12. Market residential units, interview, screen, and select tenant according to tenant selection policy.
13. Provide for twenty-four (24) hour coverage of emergencies and provide necessary assistance.
14. Enforce House Rules and local ordinances to reduce or eliminate the number of incidents of crime, vandalism, rule violation, and nuisance behavior.
15. Institute office hours Monday through Friday from 7:45 a.m. to 4:30 p.m. except for holidays observed by the COUNTY and provide after hour emergency contact phone number(s) to the tenants.
16. Not implement additional or alternative paid holidays, including without limitation, the closure of business days at the COUNTY's expense and /

or without written consent by the Officer-in-Charge (OIC).

F. MAINTENANCE/REPAIRS

When necessary, photographs shall be used to document damages. Any photographs used in a report shall include the location of the damage.

1. Routine Maintenance/Repairs

The CONTRACTOR shall be responsible for performing and/or paying for all routine maintenance/repairs required as Project costs. The CONTRACTOR shall develop a schedule of all routine maintenance activities for the COUNTY's approval.

The CONTRACTOR shall respond to all tenant requests for service or repair as soon as possible but not later than two (2) working days after the requests are received.

The CONTRACTOR shall take actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by Federal, State, or County authority. Nevertheless, the CONTRACTOR shall take no such action so long as the COUNTY is contesting, or has affirmed its intention to contest, any such order or requirement. The CONTRACTOR shall notify the COUNTY in writing of all notices of such orders or other requirements immediately upon receipt.

2. Emergency/Urgent Repairs

The CONTRACTOR shall immediately respond to all requests for emergency repairs or services, which includes repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Project, but not later than four (4) hours after the request is received. The CONTRACTOR shall notify the COUNTY immediately via phone and within forty-eight (48) hours of an emergency via an incident report. Invoices for emergency repairs shall be submitted together with the financial reports

3. Extraordinary Repairs

The CONTRACTOR may be required to obtain a minimum of three (3) written bids for repairs or services beyond the capacity of a maintenance person and requiring the services of a private contractor and/or repairs FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) to NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$999.00).

The CONTRACTOR shall obtain a minimum of three (3) written bids and submit to the COUNTY for prior written approval for any work equal to or greater than ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). These written bids are to be kept on file at the Project, and are subject to audit and made available upon the COUNTY's request.

4. Construction and Maintenance Expenses

In accordance with COUNTY's Ordinances, State laws, rules, and codes, and the CONTRACTOR's budget and maintenance plan, the CONTRACTOR shall maintain and repair the Project at all times, as approved by the COUNTY. Nothing contained herein requires CONTRACTOR to maintain or repair improvements that are the responsibility of the condominium associations to maintain or repair pursuant to the respective declaration associated with each condominium association.

G. UTILITIES FOR SERVICES

The CONTRACTOR shall be responsible for providing and paying for the following services:

In accordance with the AGREEMENT and the approved Project Operating Budget, the CONTRACTOR shall make any necessary arrangements for utility and other project-wide services including, but not limited to, electricity and vermin extermination, as applicable.

H. COSTS AND FEES DIRECTLY USED FOR THE PROJECT

Costs and Fees shall be provided by the CONTRACTOR to fulfill the requirements of this AGREEMENT and shall be considered as office supplies to the CONTRACTOR and paid at the CONTRACTOR's expense.

I. TENANT OCCUPANCY POLICIES AND PROCEDURES

1. Rent to be Charged

Rent payments shall be submitted to the CONTRACTOR's management office in the form of personal check, cashier check, bank check, money order, or Electronic Transfer of Fund (ETF). An ETF option for Rent collection and payment is required, in addition to any other methods in use. Cash shall not be accepted. A receipt shall be issued for all payments made in a timely manner.

Rent shall include water and sewer. Electricity shall be based on monthly usage as assessed by the electric company per unit. Monthly usage charges will be billed to tenants on a monthly basis.

2. Amount of Security Deposit

The total amount of all deposits may not be in excess of one (1) month's rent. This includes the security deposit and any deposit for keys, or anything else.

If the CONTRACTOR has lawful grounds to retain all or any portion of the security deposit, the CONTRACTOR must notify the tenant in writing of the reasons for retention. Any costs, such as cleaning or specific repairs, must be itemized and copies of receipts included. If repairs cannot be accomplished within fourteen (14) days, estimates for cleaning or repair services may be substituted.

The notice, and any portion of the security deposit remaining, after deductions, must be given to the tenant within fourteen (14) days after the termination of the rental agreement. In order to comply with this fourteen-day (14) requirement, the CONTRACTOR shall mail the material to the tenant on or before the fourteenth (14th) day. The CONTRACTOR should obtain acceptable proof of mailing from the Post Office. The CONTRACTOR may also prove compliance with the fourteen (14) day requirement by other types of evidence, such as the tenant's acknowledgment or the testimony of a witness.

If the notice, including the return of any remaining security deposit, is not accomplished within fourteen (14) days, all of the security deposit shall be returned to the tenant. If the return of a full or any remaining security deposit is based on the negligence of the CONTRACTOR, the COUNTY will require the CONTRACTOR to reimburse the unit for the amount that should have been retained for cleaning and repairing the tenant's unit.

The CONTRACTOR shall submit proof of compliance with the return of security deposits with the monthly financials and provide such proof of compliance within fourteen (14) days upon COUNTY's request.

3. Timely Collection of Rents

Rent is due in advance on the first (1<sup>st</sup>) day of each month. The CONTRACTOR shall make personal contact and/or phone calls to tenants who do not turn in their rent payment on the first (1<sup>st</sup>) day of each month.

4. Grace Period

The CONTRACTOR shall allow tenants five (5) calendar days of grace period after their rent is due without penalty or enforcement action.

5. Late Charge

The CONTRACTOR shall assess a late charge of eight percent (8%) per month after the fifth (5<sup>th</sup>) day of the month.

6. Delinquent Payments

On the sixth (6<sup>th</sup>) day of each month, the CONTRACTOR shall send to all tenants who have not paid, reminder notices pursuant to the Federal Fair Debt Collection Act. If payment is still not received, a thirty (30) day demand letter shall be sent on the eleventh (11<sup>th</sup>) day of the month. Legal

action for collection/eviction shall then be initiated if tenants' account remains unpaid for thirty (30) calendar days. Reports of any Debt Collection shall be submitted with the financial reports.

7. Tenant Charges

The CONTRACTOR shall collect all costs charged to the tenant by before the close of the next rental period as defined in the Rental Agreement.

Exceptions to time may be made in cases of extreme hardship.

8. Miscellaneous Income

The CONTRACTOR may charge tenants the following acceptable miscellaneous fees:

Fees for damages, bad checks, and late payments.

9. Hardship

The CONTRACTOR may recommend, and the COUNTY may approve, exceptions to the above procedure in cases of hardship, but only if the tenant provides assurance that the tenant will bring his/her account current and up-to-date by the end of the second (2<sup>nd</sup>) month.

10. Unit Upkeep and Inspections

The CONTRACTOR shall require that tenants maintain their rented unit in a clean, sanitary manner and be free from objectionable odors. No trash or other materials may be accumulated that would cause a nuisance, hazard, or be in violation of any health, fire, or safety regulation.

The CONTRACTOR shall inspect each unit annually, to check the safety and general condition of the units, furnishings and tenant's housekeeping habits. A minimum forty-eight (48) hours advance notice of entry shall precede these inspections, and said inspections shall be made with the tenant present. The CONTRACTOR shall record the results of these inspections via an inventory report form and a safety checklist, with one (1) copy of each to the tenant's file and the other to a preventative maintenance file.

All work considered beyond reasonable wear and tear and not charged to the tenant shall be performed by the CONTRACTOR, with prior approval from the COUNTY, The CONTRACTOR shall then submit a report to the COUNTY, listing all repair work needed.

The CONTRACTOR shall follow rights and responsibilities in the Section 8 Housing Choice Voucher program by completing all necessary repairs according to the Section 8 Housing Authority deadline, including all twenty-four (24) hour emergency items.

The CONTRACTOR shall at all times meet Section 8 Housing Quality Standards and avoid units from going into abatement.

If a tenant receives Housing Assistance Payments (HAP) from Section 8 Housing Choice Voucher program, the CONTRACTOR shall be responsible for repairs identified by the Section 8 inspector. The person responsible (either the tenant or CONTRACTOR) for making the repair will be given a deadline by Section 8 inspector to complete the repair and to schedule a re-inspection. If the repairs are not completed by the re-inspection date, the Housing Choice Voucher provider may refuse to pay their portion of the rent. In other words, the Housing Choice Voucher (Section 8) payment will be abated.

If the above statement is based on the negligence of the CONTRACTOR, the COUNTY reserves the right to have the CONTRACTOR reimburse all or any rent portion that would have been collected if the repairs were completed in time.

The CONTRACTOR shall provide a copy of the list of repairs by the Section 8 inspector to the COUNTY within two (2) days.

The CONTRACTOR shall then submit a report to the COUNTY, listing all maintenance work needed. All work considered beyond reasonable wear and tear and chargeable to the tenant shall then be performed by the CONTRACTOR, with prior approval from the COUNTY, and charged to the tenant.

11. Vacates

The CONTRACTOR shall adhere to HRS Chapter 521, Residential Landlord-Tenant Code, and ensure a smooth transition for tenants moving out of the Project and provide the following minimum services:

- a. The CONTRACTOR shall require tenants to provide twenty-eight (28) calendar days' advance notice of intent to vacate via their Rental Agreements.
- b. The CONTRACTOR shall manage unit vacancies, move outs, and abandoned units at the Project.
- c. The CONTRACTOR shall conduct the pre-vacate inspection of the unit with the tenant prior to the tenant vacating the unit to check the condition of the unit and furnishings, and to note any necessary repair work on the part of the tenant. The tenant's unit inventory form shall be checked against the current condition of the unit and the tenant shall be informed of any repairs and such repairs shall be deducted from the tenant's security deposit.
- d. The CONTRACTOR shall conduct the final vacate inspection in the presence of the tenant and shall collect the keys to the unit from the tenant. The CONTRACTOR shall re-inspect the vacant

apartment for repairs and cleaning necessary to become rental ready.

- e. If inadequate cleaning or damages to a unit by a vacating tenant causes the CONTRACTOR to incur additional costs to affect such cleaning, the CONTRACTOR shall, with the prior consent of the COUNTY, be entitled to compensation for such extra costs if funds in the security deposit are inadequate and efforts to collect from the tenant are unsuccessful. The CONTRACTOR shall submit a documented claim for reimbursement for such costs in the CONTRACTOR's monthly billing to the COUNTY. However, the CONTRACTOR shall not be entitled to compensation for any cleaning or maintenance work done in the vacated units by Project staff; such work is ordinary maintenance.
- f. On the first (1<sup>st</sup>) day a unit was discovered as abandoned, the CONTRACTOR shall immediately report it to the COUNTY.
- g. The CONTRACTOR shall report all tenant notices to vacate to the COUNTY upon receipt.

12. Eviction Procedure for Causes Other than Failure to Pay Rent

Whenever the CONTRACTOR finds that a tenant is in default or in violation of the Rental Agreement or House Rules or as otherwise specified for causes other than failure to pay rent, the CONTRACTOR shall proceed as follows:

- a. Send a written notice of the default by certified mail or hand-delivered to the tenant, stating the facts relevant to the default and the specific rental agreement provision, rule, or regulation violated and file a copy of the notice, with appropriate notation of service in the tenant's file. The notice shall also contain a demand that the default be cured within a stated period of time as follows:
  - i. In the case of creation or maintenance of a threat to the health or safety of other tenants, of the COUNTY 's, or the CONTRACTOR's employees, a reasonable time commensurate with the exigencies of the situation; and
  - ii. In all other cases, forty-five (45) calendar days from the receipt of the notice of default.
- b. Meet with the tenant to arrange a cure of the default as soon as possible after written notice of default is sent or delivered to the tenant. The CONTRACTOR shall prepare a summary of the discussion within seven (7) working days, file the original in the tenant's file, and give one (1) copy to the tenant. The summary shall specify the names of the participants, the date or dates of meeting and the nature of the arranged cure of the default, if an

arrangement is made.

- c. If the default is not cured within the period of the time stated in the notice of default or in accordance with the arrangement made pursuant to the informal meeting, the CONTRACTOR shall terminate the rental agreement and start eviction proceedings in accordance with the Landlord-Tenant Code of the State of Hawaii.
- d. The CONTRACTOR shall comply with all requirements for rental agreement terminations and evictions that are or may hereafter be required by law or by the COUNTY.

13. Other Project documents

The CONTRACTOR shall provide an Application for Rental, Tenant Income Requirements, Tenant Selection Plan, Vacant ADA Accessible Units policy, Rental Agreement, Initial Placement Procedures, Occupancy Standards, Policies and Procedures for the Project to the COUNTY for the review and approval of the COUNTY.

J. ON-SITE STAFF & CONTRACTOR EMPLOYEES

The CONTRACTOR shall hire sufficient, qualified, and trained personnel to perform the work and services under this AGREEMENT. At a minimum, the CONTRACTOR shall be required to address repairs of each unit at a level of satisfaction to the COUNTY. The CONTRACTOR shall record all work performed on a work order form and include an appropriate invoice if contracted out. Invoices should be attached to applicable monthly financial reports.

The CONTRACTOR shall retain one (1) copy of the work order or invoice in a central maintenance file, and one (1) copy in the tenant's file. The CONTRACTOR shall provide the maintenance file to the COUNTY upon request.

1. Hiring and Equal Employment Opportunity

During the performance of this AGREEMENT, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, religion, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed without discrimination and that employees are treated during employment without regard to sex, race, creed, color, religion, or national origin. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; all other advertising as specified; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall insert provisions similar to the foregoing in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2. Minimum Wages and Hours of Work

Each contract entered into by the CONTRACTOR for which any laborers or mechanics are employed in such operation (other than contracts for the furnishing of materials or equipment and not involving work normally done at the Project other than the delivery of such material or equipment) shall require that they shall be paid, and the CONTRACTOR shall itself pay, to all such maintenance laborers and mechanics, not less than the minimum wage required by law.

3. Contract Work Hours Standards Act – Overtime Compensation

Neither the CONTRACTOR nor any subcontractor contracting for any part of the work under this AGREEMENT that may require or involve the employment of laborers or maintenance workers shall require or recruit any laborer or maintenance worker in any work week in which the laborer or maintenance worker is employed on such work to work in excess of eight (8) hours in any calendar day or an excess of forty (40) hours in such work week, unless such laborer or maintenance worker receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, as the case may be.

- a. In the event of any violation of the provisions of Subparagraphs J2 and J3, the CONTRACTOR and any subcontractor responsible therefore, shall be liable to any affected employee for these unpaid wages.
  - b. The COUNTY may withhold or cause to be withheld from the CONTRACTOR fee such sums as may be determined to be necessary to satisfy any liabilities of the CONTRACTOR or such subcontractor for unpaid wages as provided in Subparagraphs J2 and J3. In the event the CONTRACTOR fees are insufficient to satisfy any liabilities for unpaid wages, the COUNTY may seek legal action against the CONTRACTOR.
  - c. The CONTRACTOR shall insert in any subcontracts, Subparagraphs J2, J3, J3a, and J3b above and also a clause requiring the subcontractor to include these subparagraphs in any lower tier subcontract that the CONTRACTOR may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
4. The CONTRACTOR shall train and supervise staff required for the operation of the Project
  5. The CONTRACTOR's shall have sole discretion regarding compensation of bookkeeping, clerical, and other personnel, provided minimum wage standards are met and at the expense of the CONTRACTOR.
  6. The staffing, training and compensation of employees is at

CONTRACTOR's sole cost and shall not be considered as a Project expense.

7. The COUNTY and the CONTRACTOR shall be prohibited from using any resident or tenant of any unit as an agent of management in any form. Specifically, this prohibition will prevent NHK residents from being able to access files or other information held by management which relates to other NHK residents; from having the ability to enforce rules of any kind against other NHK residents; and from having any special privileges or access that is not accorded to the NHK residents generally.

K. VENDING

The CONTRACTOR shall not install, maintain, operate, or permit the installation, maintenance or operation of any currency, coin, token or credit card-operated vending machine or device, for the purpose of vending or providing any product (including food and beverage items) or service (for the purposes hereof, amusement or entertainment shall be deemed a service) upon any part or portion of the unit or premises. Vending machines include, but are not limited to newspaper racks, and other currency and coin operated devices.

L. COLLECTION OF RENTS, OTHER TENANT CHARGES, AND OTHER INCOME

The CONTRACTOR shall open three (3) bank accounts, as specified below. These accounts shall be carried in the CONTRACTOR and the COUNTY's name, and designated as "NA HALE KUPUNA PROGRAM." The bank accounts shall be opened with the COUNTY's tax payer identification number, with the CONTRACTOR's company name followed by "Agent for" on the top name line, followed by "The County of Maui" on the second name line and NA HALE KUPUNA PROGRAM on the third line.

The financial institution must have a rating consistent at all times with the current minimally acceptable ratings as established and published by Government National Mortgage Association (GNMA).

The financial institution's ratings must be monitored and documented by the CONTRACTOR, at minimum, on a quarterly basis. If the rating falls to unacceptable levels established and published by GNMA, the CONTRACTOR shall change institutions. The ratings of the financial institution where funds are deposited and maintained shall be documented in the administrative records for three (3) years.

The CONTRACTOR will be expected to make up losses sustained by various project accounts held by the failed financial institution in the event the CONTRACTOR fails to follow these procedures.

The cash position of each Project in these accounts must be easily identified at all times without exception.

The COUNTY reserves the right to require the CONTRACTOR to keep the funds

isolated and separated from the funds of other projects held by the CONTRACTOR.

1. Account No. 1 (Operating Account)

- a. The Operating Account will be opened by the CONTRACTOR with funds provided by the COUNTY equivalent to three (3) months of HOA fees for each respective unit. This serves as the minimum balance required in each Operating Account.
- b. The CONTRACTOR shall deposit collection of all rents, charges, fees and other amounts receivable in connection with the management and operation of the Project. The CONTRACTOR shall deposit such receipts into this Operating Account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation.
- c. The CONTRACTOR shall collect from the tenant all costs chargeable to the tenant by before the close of the next rental period and deposit into this Operating Account. Exceptions to this time period may be in cases of extreme hardship.
- d. The CONTRACTOR shall collect and deposit income from any source and shall include such receipts in the monthly report of income and expenses.
- e. The CONTRACTOR shall attach all records of disbursements from the Operating Account with supporting documentation such as approved invoices/bill to monthly financial reports.

2. Account No. 2 (Security Deposit Account)

The CONTRACTOR shall deposit collection of all security deposits in connection with the management and operation of the Project into this interest-bearing Security Deposit Account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation.

3. Account No. 3 (Replacement Reserve Account)

The CONTRACTOR shall deposit Net Income, defined as gross collections minus the sum of management fees and approved operating costs, into this interest-bearing Replacement Reserve Account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation.

M. EXPENDITURES

Notwithstanding any of the foregoing provisions, the CONTRACTOR shall request prior approval of the COUNTY for any expenditure equal to or more than

ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) in any one instance for labor, materials, or otherwise in connection with Project expenditures such as operating costs of the Project, including expenditures related to eviction proceedings or the defense of claims from tenants arising from the CONTRACTOR'S enforcement of the terms of the lease agreement. Exceptions for this requirement are: recurring expenses within the limits of the Project Operating Budget, or emergency repairs involving manifest danger to persons, property, or required to avoid suspension of any necessary service to the Project. In the latter event, the CONTRACTOR shall inform the COUNTY immediately. The CONTRACTOR shall follow section V. Procurement Policy and Procedures for County-Owned Rental Properties as outlined herein.

The CONTRACTOR shall pay for Project expenditures from the Project accounts as follows:

1. Account No. 1 (Operating Account)

The CONTRACTOR shall make all payments for maintenance fees, routine repairs, emergency/urgent repairs and electricity as specified and reflected as approved Project expenses on the financial statement.

2. Account No. 2 (Security Deposit Account)

The CONTRACTOR shall make all refunds of security deposits and unearned rent when tenants vacate. Any portion of the security deposit remaining, after deductions as stated in section I2 Amount of Security Deposit and unpaid rent, if any, must be returned to the tenant within fourteen (14) days after the termination of the rental agreement.

3. Account No. 3 (Replacement Reserve Account)

The CONTRACTOR shall seek COUNTY approval prior to making any payments from this account.

N. ACCOUNTING AND FISCAL SERVICES

The CONTRACTOR shall maintain a cash receipts and disbursements register to record all operating receipts and expenditures of the Project. By the fifteenth (15<sup>th</sup>) day of each month, the CONTRACTOR shall submit separate Project monthly financial statements based on accrual accounting method, preferably computerized, of the income and expenditures for the previous month. Until further notice by the COUNTY, the CONTRACTOR shall transfer any net proceeds, defined as gross income less operating cost, into the Replacement Reserve Account and recorded appropriately.

The CONTRACTOR shall provide monthly financial reports which include, but not limited to the following:

1. A detailed rent roster listing all tenant rents, other charges collected, and any other Project revenues.

2. A list of all Project operating expenses for the month and a schedule of tenant delinquencies for the month.
3. Actual and budgeted income and expense figures for the reported month, as well as cumulative year-to-date.
4. The percentage variance between actual income and expense versus the budget for the reported month and for the cumulative year-to-date.
5. A report of significant variances.

The monthly financial report shall also include a reconciliation schedule of security deposits, a schedule of unpaid invoices, and a schedule of any reserve accounts. All bank statements shall be reconciled on a timely basis and copies of these statements shall be submitted with each month's financial report. These reports shall be provided at no cost to the COUNTY.

1. The CONTRACTOR shall prepare and submit Revenue and Expenses Summary Reports on a monthly basis as approved by the COUNTY but not limited to the following:
  - a. Cash Receipts Ledger
  - b. Cash Disbursements Ledger/Check Register (The description of expenditures shall be detailed so as to provide for an accurate expenditure.)
  - c. Journal entries
2. The CONTRACTOR shall prepare and submit Cash Reconciliation Reports - Operating, Reserves, and Security Deposit Accounts on a monthly basis as approved by the COUNTY for the following:
  - a. Bank Statement for each account
  - b. Bank Reconciliation
3. The CONTRACTOR shall prepare and submit a Security Deposit Report, listing each unit on a monthly basis as approved by the COUNTY.
4. The CONTRACTOR shall submit additional documents for the following types of costs for the month payment is made:
 

Repairs and Maintenance Costs, Building Improvement Costs, and Land Improvement Costs

  - i. Copy of the paid invoice
  - ii. Cost
  - iii. Contractor name
  - iv. Unit number and address
  - v. Check number and date
5. The CONTRACTOR shall establish an Operating Account schedule on a monthly basis.

6. The CONTRACTOR shall provide copies of invoices and copies of COUNTY approvals with the corresponding financial report or statement.
7. The CONTRACTOR shall prepare and submit a Project financial report and any additional reports requested by the COUNTY.
8. Annual Budget: The CONTRACTOR shall prepare and submit a recommended project operating budget for each subsequent extension to the AGREEMENT at least sixty (60) calendar days prior to end date of such extension for COUNTY approval. The COUNTY shall promptly inform the CONTRACTOR of any changes incorporated in the approved budget made by the COUNTY. The CONTRACTOR shall keep the COUNTY informed of any anticipated deviation from the receipts of disbursements stated in the approved budget.
9. With respect to each fiscal year ending during the term of this AGREEMENT, the CONTRACTOR shall have an Annual Financial Report prepared by a certified public accountant, which shall be submitted to the COUNTY within sixty (60) calendar days or as otherwise specified after the end of the fiscal year. Compensation for the preparer's services shall be paid from the Operating Account as an expense to the Project.
10. The record log of quarterly property inspections of each unit as specified, and the annual inspection report of each unit including a safety checklist shall be submitted with the Annual Financial Report.
11. The CONTRACTOR shall establish a replacement reserve schedule. The replacement reserve schedule shall be evaluated annually and adjustment shall be reflected in the budget and monthly financial report.
12. The CONTRACTOR shall make all records available to the COUNTY and its auditors within three (3) working days of the COUNTY's request or as otherwise specified.

O. INSUFFICIENT FUNDS

The CONTRACTOR shall inform the COUNTY in the event the balance in the Operating Account is insufficient to pay disbursements due and payable. The COUNTY may authorize a transfer from Replacement Reserve Account or subsidize and advance to the CONTRACTOR sufficient funds to cover the deficiency.

CONTRACTOR shall provide the COUNTY a written request for approval to transfer funds from the Replacement Reserve Account. Without the written approval of the COUNTY, no additional cost other than the items included in the current budget shall be reimbursed to the CONTRACTOR.

P. REPORTING SUBMITTAL REQUIREMENTS

Reporting shall be submitted via paper hardcopy when original signatures are required. Reporting forms format are subject to COUNTY approval.

Reports shall be submitted to:

County of Maui – Office of the Mayor  
CDBG Program Office  
2200 Main Street, Suite 205  
Wailuku, Hawaii 96793

Electronic reporting may be accepted in a format approved by the COUNTY.

Q. OTHER RESPONSIBILITIES

1. Insurance

CONTRACTOR shall comply with the insurance requirements specified in the General Conditions for Goods & Services Contracts for the County of Maui, Version 4/5/2024.

Property insurance shall not apply to this Project.

The CONTRACTOR's cost of insurance shall not be considered as an operating expense.

2. HUD Requirements

CONTRACTOR shall comply with all requirements of HUD housing inspections and reporting, as applicable.

V. PROCUREMENT POLICY AND PROCEDURES FOR COUNTY-OWNED RENTAL PROPERTIES

The CONTRACTOR shall abide by the following procurement policy and procedures:

A. PURCHASE DISCOUNTS, REBATES OR COMMISSIONS

The CONTRACTOR shall obtain contracts, materials, supplies, utilities and services on the most advantageous terms to the Project, and shall solicit bids, either formal or informal, for items that can be obtained from more than one source. The CONTRACTOR shall secure and credit to the Project all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on the COUNTY's behalf. The CONTRACTOR shall also provide to the COUNTY original copies of all service contracts for the Project.

The COUNTY and the CONTRACTOR agree that all goods and services purchased from individuals or companies shall not have a conflict-of-interest with the CONTRACTOR.

B. BIDS

1. Formal Bids

The CONTRACTOR shall obtain prior written approval from the COUNTY and solicit bids by advertising in a local daily newspaper, and by soliciting bids from at least three (3) vendors, for any work item which will cost TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) or more and for any contract or ongoing supply or service arrangement which is estimated to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) per year. The COUNTY reserves the right to revise the amount specified at any time. The CONTRACTOR agrees to accept the bid which represents the lowest price, taking into consideration the vendor's reputation for quality of workmanship or materials and timely performance, and the time frame within which the service or goods are needed. All formal bids require prior written approval by the COUNTY

- a. The method of soliciting bids, including written bid specifications and instructions to vendors shall be issued uniformly to all potential vendors, so that all vendors are bidding on the same basis;
- b. Bids should be sealed, and further, all shall be opened at a specified date and time;
- c. Three (3) bids are the minimum required. The CONTRACTOR is encouraged to solicit as many bids as possible. The CONTRACTOR is further encouraged to refrain from using the same vendor repeatedly simply because it is convenient to do so, and possibly resulting in limited competition.
- d. The CONTRACTOR must make a written record of all bids obtained. Copies of all required bids and documentation of all other written or verbal cost comparisons made by the CONTRACTOR shall be made part of the Project's records and shall be retained for three (3) years from the date the work was completed.
- e. The COUNTY shall reserve the right to purchase the goods or services, construction or professional service through the COUNTY's Division of Purchasing.
- f. The General Conditions for Goods & Services Contracts for the County of Maui, Version 4/5/2024, shall apply to all formal bids. If not physically attached, it shall be incorporated by reference and referred to as the "General Conditions."
- g. Contractors shall follow Chapter 444 of the Hawai'i Revised Statutes, relating to licensing of contractors when bidding

construction bids.

2. Informal Bids

In accordance with Section IV. Performance Requirements and Instructions, Paragraph F. Maintenance/Repairs, Item 3. Extraordinary Repairs, for purchases of any one instance for labor, materials, or otherwise in connection with maintenance and repair of the Project or specified as Project expenditures such as operating costs that are between ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) and TWENTY FOUR THOUSAND NINE HUNDRED NINETY NINE AND NO/100 DOLLARS (\$24,999.00) per year, a minimum of three (3) written bids shall always be solicited; and if less than three (3) bids are received, the CONTRACTOR shall document the names of the three (3) bidders who were solicited and/or submitted bids.

The General Conditions for Goods & Services Contracts for the County of Maui, Version 4/5/2024, shall apply to all informal bids. If not physically attached, it shall be incorporated by reference and referred to as the "General Conditions."

VI. CONTRACTOR COMPENSATION

A. MANAGEMENT FEE

The CONTRACTOR shall be compensated for its services under this AGREEMENT by management monthly fee, to be paid out of the Project's Operating Account and treated as a Project expense. Such fees will be payable on the first (1st) day of each month. A detailed invoice for the management fee will be submitted with the corresponding financial report. Further, a Program Implementation fee shall be paid to the Contractor upon the issuance of the NTP.

The monthly management fee to be paid by the Project to the CONTRACTOR shall be based on a flat rate basis, as submitted in Appendix C: Pricing/Certifications.

VII. TRANSITION

Upon completion of the AGREEMENT, the CONTRACTOR shall provide for a seamless transition of all records relating to but not limited to finances, tenants, facilities, service contracts, and operations.

As part of the transition process, the Contractor shall complete the Statement of Receipt & Transfer of Management Responsibilities Form with the required documents and submit to the OIC no later than forty-five (45) days prior to the contract termination date.

VIII. COMPLIANCE

Should the AGREEMENT be cancelled in accordance with the COUNTY's General Conditions, the CONTRACTOR shall turn over to the COUNTY all the Project's cash, trust accounts, investments, and all records within thirty (30) days after the date the

**AGREEMENT is terminated.**

**HUD and COUNTY rights and requirements will prevail in the event the CONTRACTOR submits conflicting services in their Management Plan.**

## **APPENDIX B: TERM/SCHEDULE OF WORK**

- I. The term of this AGREEMENT shall be for a twelve (12) month period and shall begin on the date stated in the Notice to Proceed (NTP).
- II. Further, by mutual agreement between the parties hereto, the AGREEMENT may be extended on a month-to-month basis, not to exceed a twelve (12) month extension at a time, for an additional period or periods not to exceed a total of thirty-six (36) months. Any extension to the AGREEMENT is subject to the availability of funds, at the same contract unit prices and under the same terms and conditions as specified herein. Any extension shall be accomplished by issuance of an amendment by the COUNTY and acceptance of the extension shall be by appropriate endorsement on said amendment by the CONTRACTOR.

Extensions are contingent upon receipt of a current Certificate of Insurance, Crime Insurance, and compliance through Hawai'i Compliance Express.

- III. In addition to any provisions for termination herein, the COUNTY may terminate the AGREEMENT, by providing thirty (30) days written notice, should the CONTRACTOR fail to comply with the terms of this AGREEMENT.

**APPENDIX C: PRICING/CERTIFICATIONS**

J. Walter Cameron Center  
 \_\_\_\_\_  
 Name of Offeror (Legal Name)

CDBG Program Office  
 2200 High Street, Suite 205  
 Wailuku, Hawaii 96793

SOLICITATION NO. RFP 23-24 / P-114

The undersigned hereby agrees to provide Property Management Services for COUNTY OWNED, SENIOR AFFORDABLE HOUSING UNITS also referred to as Na Hale Kupuna Program as specified herein, for the County of Maui, Office of the Mayor, Community Development Block Grant Program Office at the monthly flat rate fee(s) below, in strict compliance with this Appendix C: Pricing/Certifications, Appendix A: Scope of Work, Appendix B: Term/Schedule of Work, Appendix D: Special Provisions, and Appendix E: General Conditions, attached hereto and by reference made a part thereof.

The CONTRACTOR shall be compensated for its services under this AGREEMENT by monthly property management fees, to be paid out of the Operating Account and treated as a Project expense. Such fees will be payable in arrears, on the first day of each month.

Item No.	Description	Property Management Flat-Rate Fee	General Excise 4.712%	Total Management Fee
1	County Owned, Senior Affordable Housing Units	\$4,900	\$230.89 =	\$5,130.89/month
2	Program Implementation	\$17,000	\$801.04=	\$17,801.04 (one time fee)
Total				\$79,371.72 (for the entire first year)

The undersigned represents: **(Check one only)**

A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;

**OR**

A **Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii.

State of Incorporation or Organization: \_\_\_\_\_

Offeror is:     Sole Proprietor;  Partnership;  Corporation;  Joint Venture;  
                  Other: Nonprofit agency, incorporated

The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Respectfully submitted,

J Walter Cameron Center

*Name of Offeror*



*Signature*

Cesar Gaxiola, Executive Director

*Print Name and Title of Above*

Business address  
(Street Address)

95 Mahalani Street

City, State, Zip Code:

Wailuku, HI, 96793

Business mailing address  
(If other than address above)

Same

City, State, Zip Code:

Same

Payment mailing address  
(If other than address above)

Same

City, State, Zip Code:

Same

Business Telephone No:

(808) 244-5546

Business Cellular No:

(808) 298-1669

Business Fax No.:

(808) 242-1857

Business E-Mail Address:

Cesar@jwcameroncenter.org

Person to Contact if Awarded:

Cesar Gaxiola

Last 4 numbers of Federal Identification No.: XX-XXX 0273

- Or - Last 4 numbers of Social Security No. if Sole Proprietor: XXX-XX-

## **APPENDIX D: SPECIAL PROVISIONS**

### **I. OFFICER-IN-CHARGE**

For the purposes of this contract, the Officer-in-Charge (OIC) is the Community Development Block Grant (CDBG) Program Director or CDBG designee. The OIC can be reached at (808) 270-8299.

### **II. COUNTY'S RIGHT TO AMEND**

Notwithstanding any provision herein to the contrary, during the term of this AGREEMENT, the COUNTY reserves the right, at any time, to amend this AGREEMENT in order to assure compliance with all County of Maui, State of Hawai'i and federal statutes, ordinances, regulations and guidelines. All such amendments shall be within the scope of this AGREEMENT. The COUNTY shall provide all such amendments in writing to the CONTRACTOR. The CONTRACTOR agrees that it shall immediately take any and all reasonable steps to comply with such amendments and not jeopardize the AGREEMENT or as the case may be.

### **III. CONTRACTOR PERFORMANCE RECORDS**

The COUNTY may maintain records pertaining to the CONTRACTOR's performance on contracts with the COUNTY. The CONTRACTOR may be required to participate in performance assessment activities in accordance with a performance assessment plan that will be prescribed by the COUNTY during the performance of the contract. CONTRACTOR performance records may be used to determine a contractor's responsibility, qualifications, and eligibility for the award of future contracts with the COUNTY.

### **VI. INSURANCE**

In addition to the insurance requirements as stated in Appendix A, the CONTRACTOR is required to carry insurance as outlined under Section 30, Insurance, of the COUNTY'S General Conditions for Goods & Services Contracts for the County of Maui, Version 4/5/2024, which insurance is at CONTRACTOR's sole cost and shall not be considered as a Project expense.

### **VII. FIDELITY BOND OR CRIME INSURANCE**

The CONTRACTOR shall obtain and maintain, at its sole expense during the term of this AGREEMENT inclusive of contract extensions, a fidelity bond or a crime insurance policy which includes third party liability in a minimum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) and shall cover all officers, employees, and agents of the CONTRACTOR and which shall protect the CONTRACTOR against loss by reason of, including without limitation, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, whatever committed and whether committed directly or with others.

The CONTRACTOR shall name the COUNTY as an additional loss payee.

The CONTRACTOR shall furnish, at no cost or expense to the COUNTY, a certificate of such coverage within ten (10) calendar days or as otherwise specified, from the award of the AGREEMENT. The CONTRACTOR shall provide the COUNTY with a current certificate any time an employee is added to the Project that will handle or have custody or control of any Project funds.

The CONTRACTOR agrees to deposit with the COUNTY a valid certificate necessary to satisfy the COUNTY and that the CONTRACTOR is following provisions of the AGREEMENT and shall keep such bond or policy in effect with the COUNTY during the entire term of the contract and throughout all extensions.

Failure of the CONTRACTOR to provide and keep in force such bond or policy shall be regarded as material default under this AGREEMENT. The COUNTY shall be entitled to exercise any or all of the remedies provided in this AGREEMENT for such default of the CONTRACTOR.

The CONTRACTOR shall provide the COUNTY with an updated and current list of employees working on the Project.

The CONTRACTOR's cost of the Fidelity Bond or crime insurance policy shall not be considered as an operating expense.

## **APPENDIX E: GENERAL CONDITIONS**

**General Conditions for Goods & Services Contracts for the County of Maui, Version 4/5/2024**

**The General Conditions for Goods & Services Contracts for the County of Maui, Version 4/5/2024 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions".**

**AMENDMENT TO CONTRACT CERTIFICATION**

I, **MARCY MARTIN**, 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>156020 ✓</u>	<u>NA HALE KUPUNA OPERATIONS</u>	<u>(6132) ✓ \$6,765.94 ✓</u>

Contract No. C 8384 ✓ J WALTER CAMERON CENTER ✓

Amendment No. 1 ✓ Dated:

Dated this 15 day of JULY 2025

Extension of Contract to: November 1, 2026 ✓

Original Amount	\$ 79,371.72
Prior Amends/CO	\$ 0.00
This Amendment	<u>\$6,765.94 ✓</u>
Total contract	<u>\$ 86,137.66 ✓</u>

  
 \_\_\_\_\_  
 MARCY MARTIN  
 Director of Finance

Na Hale Kupuna Property Management ✓  
 for Office of the Mayor- CDBG  
 Job No.: 24-7  
 ORDINANCE NO. 5816 (FY2026)

*jt 15 24 19*

FY 2026

*ms*  
*07/15/25*

ri

**AMENDMENT NO. 1 TO  
CONTRACT NO. C8384**

**Department:** Office of the Mayor – CDBG Division  
**Project Title:** Na Hale Kupuna Property Management  
**Job No.:** 24-7

**Additional Certification Requested from County:** \$6,765.94

This AMENDMENT NO. 1 TO CONTRACT is made and entered into by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the “County”, and J. WALTER CAMERON CENTER, a Hawaii nonprofit corporation, whose mailing address is 95 Mahalani Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the “Contractor”. County and Contractor shall hereinafter be referred to collectively as the “Parties”.

**Source of Funds.** The source(s) and availability of the funds for this Contract shall be as set forth in the Contract Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Contract. Contract Certification shall be on file in the office of the Director of Finance of the County of Maui.

**RECITALS:**

WHEREAS, the County and the Contractor entered into the following Contract and Amendment(s), if any, with certified availability of funds in the amount and time of performance as indicated:

<b>Contract/ Amend</b>	<b>Date</b>	<b>Additional Certified Amount</b>	<b>Total Certified Amount</b>	<b>Time of Performance</b>	<b>Renewal Option(s)</b>
C8384	10/30/2024	Not applicable	\$79,371.72	November 1, 2024 through October 31, 2025	Three additional terms of 12 months each

WHEREAS, the Contract and any Amendment(s) thereto listed above shall be hereinafter collectively referred to as the “Contract”;

WHEREAS, the Contract is on file with the Director of Finance;

WHEREAS, the Parties now desire to amend the Contract; and

NOW, THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. The scope of work as set forth in the Contractor’s Proposal dated June 13, 2025, and any attachments thereto, (the “Amended Proposal”) is hereby added to the Scope of Work. A copy of said document is maintained and on file in the office of the Director of Finance of the County of Maui and incorporated herein by reference and hereby made a part of the Contract. Any general, miscellaneous, or other terms, conditions, or provisions that are found in any of the

**AMENDMENT NO. 1 TO  
CONTRACT NO. C8384**

Contractor's proposals for this Contract or in any sub-contractor's proposals attached thereto shall be unenforceable as against the County, unless the subject of such terms, conditions, or provisions is addressed in the County's General Conditions, and such terms, conditions, or provisions are consistent with the County's General Conditions.

2. Section 2, Time of Performance, is amended to read as follows:

2. Time of Performance. The Contractor shall commence performance under this Contract upon issuance of the Notice to Proceed, and shall continue performance through November 1, 2026, unless sooner completed, terminated, or extended in compliance with the terms of this Contract. Where the contract work is structured into phases or discrete work items, if the commencement of a phase or work item is triggered not by the completion of the prior phase or work item, but by some other event not under the control of the Contractor, the time between the completion of one phase or work item and the commencement of the next shall not count towards the time of performance within which the Contractor agreed to complete its performance under the Contract. The Contractor agrees to cooperate and coordinate with the County to accurately compute and document the time of performance.

This Contract may be extended up to two (2) additional terms of 12 months each, upon mutual agreement in writing. It is understood that to exercise said extension option, the parties will execute an Amendment to the Contract.

3. The total not-to-exceed amount as stated in the Contract is hereby increased by the amount of additional certification requested as set forth hereinabove, subject to appropriation and inclusive of all taxes. The fee or compensation schedule as set forth in the Amended Proposal is hereby added to the Compensation provision of the Contract.

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

The entire Contract, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment to Contract by their signatures on the dates below, to be effective as of the date of the last signature hereto.

[EXECUTION PAGES TO FOLLOW]

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**AMENDMENT NO. 1 TO  
CONTRACT NO. C8384**

**CONTRACTOR EXECUTION PAGE**

I hereby represent and warrant that I have the legal right and authority to execute this Contract on behalf of the Contractor.

**CONTRACTOR:**

J. WALTER CAMERON CENTER

By   
(Signature)

Cesar Gaxiola  
(Print Name)

Its Executive Director  
(Title)

Date 7/2/2025

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**AMENDMENT NO. 1 TO  
CONTRACT NO. C8384**

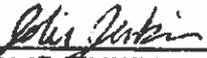
**COUNTY EXECUTION PAGE**

COUNTY OF MAUI:

By   
MARCY MARTIN  
Its Director of Finance

Date JUL 22 2025

**APPROVAL RECOMMENDED:**

  
JOLIE JENKINS  
Program Director of CDBG

**APPROVED AS TO FORM  
AND LEGALITY:**

  
ANDREW V. NELSON  
Deputy Corporation Counsel  
LF2024-1550  
Amd #1 C8384

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