

GRANT AGREEMENT FOR THE EAST MOLOKAI WATERSHED PARTNERSHIP SOURCE PROTECTION PROGRAM BETWEEN THE COUNTY OF MAUI AND THE NATURE CONSERVANCY

THIS AGREEMENT made and entered this 7th day of October 2016, by and between THE COUNTY OF MAUI, a political subdivision of the State of Hawaii, through its Department of Water Supply (hereinafter "County" or "DWS"), whose principal place of business and mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793, and The Nature Conservancy, (hereinafter "TNC"), whose principal place of business and mailing address is 923 Nuuanu Avenue, Honolulu, Hawaii 96817.

WITNESSETH:

- WHEREAS:** the Island of Moloka'i has lost approximately 86% of its native ecosystem;
- WHEREAS:** the East Molokai Watershed Partnership (EMoWP) is a partnership of East Molokai land owners, agencies and partners formed for the purpose of jointly managing and protecting East Molokai watershed lands;
- WHEREAS:** the EMoWP has prepared a Watershed Management Plan, which includes such measures as fencing, feral ungulate control, weed management, fire management and resource monitoring;
- WHEREAS:** for FY 2017, the EMoWP will continue the conservation actions on the East Molokai's South and East Slopes as indicated in the *EMoWP 2020 Management Action Plan*;
- WHEREAS:** resource monitoring is an important part of any resource protection and recovery program, and is necessary to identify the status and extent of existing and potential threats, target control programs, and track recovery; and
- WHEREAS:** consumers of water from the water delivery systems of the East Molokai Watershed Partners stand to benefit from their mutual protection of the subject watershed lands.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the DWS and TNC that the proposal attached as Exhibit "A" is incorporated hereto, made a part hereof, and shall be implemented as follows:

I. Responsibilities of Parties:

- A. DWS Responsibilities:
1. DWS shall contribute grant funds for the implementation of the proposal attached as Exhibit "A", as budgeted, and shall provide payment of up to \$250,000.00 to TNC for services rendered as described in the attached proposal and summarized in I.B. below.

2. DWS staff shall consult on and provide information, as needed, to assist in implementation of the proposal attached as Exhibit "A".

B. TNC Responsibilities:

TNC shall implement the proposal attached as Exhibit "A", and shall exert the care and consideration necessary to implement the proposal in a safe and responsible manner. Deliverables under this Agreement include:

1. Conduct 20 hunt sweeps within fence units.
2. Conduct 10 hunt sweeps in adjacent unfenced units.
3. Complete at least 10 miles of EMoWP fence survey and repairs.
4. Complete at least 100 weed control sweeps.
5. Complete 4 Moloka'i/Maui Invasive Species Committee (MoMISC) priority invasive species detection and elimination surveys.
6. Complete 3 aerial hunt missions.
7. Complete Annual Moloka'i Earth Day Celebration Community Event.
8. Facilitate/Host at least eight (8) meetings including, but not limited to; Moloka'i Fire Task Force (MFTF), MoMISC Quarterly Meetings, EMoWP Partner's Meeting, Manae Mauka Working Group, and Moloka'i Earth Day Committee Meetings.
9. Complete annual Molokai Understory Monitoring (MUM) vegetation monitoring and data summary.
10. Complete annual ungulate activity surveys on 7 transects to that helps measure animal presence.
11. Document management activities.
12. Continue annual contract on USGS Kawela Stream Gauging Station.

II. Notices:

In the event that any party wishes to initiate cancellation or changes to provisions of this Agreement, notice shall be provided to the other party in writing. Any notice by any party to the other shall be in writing and shall be personally delivered or sent by certified or registered mail as follows:

David Taylor, Director
County of Maui
Department of Water Supply
200 South High Street
Wailuku, Maui, HI 96793

Ulalia Woodside, Executive Director
The Nature Conservancy
923 Nuuanu Avenue
Honolulu, Hawaii 96817

III. Payment:

- A. Payment shall be made by DWS to TNC in four installments, upon submission of invoices (and supporting documentation) for expenses incurred. All requests for payment shall include both programmatic and financial progress reports.
- B. The first request for payment shall be invoiced no earlier than 90 days from the date of the Notice to Proceed and shall not exceed 20% of the total grant amount.
- C. The second request for payment shall be invoiced no earlier than 180 days from the date of the Notice to Proceed and combined with the first request for payment shall not exceed 50% of the total grant amount.
- D. The third request for payment shall be invoiced no earlier than 270 days from date of the Notice to Proceed and combined with the first and second requests for payment shall not exceed 75% of the total grant amount.
- E. The fourth and final request for payment shall be made upon satisfactory completion of the Project and shall include the balance of funds due. The final request for payment shall be made no earlier than 365 days and no later than 455 days from the date of the Notice to Proceed. Should a 6-month no cost extension be granted, final request for payment shall be invoiced no later than thirty (30) days after the extension period. The final report shall include a disk with copies of the map layers generated by the project, and any other work deliverables as indicated in the proposal.
- F. The TNC shall retain copies of documentation for a period of three (3) years after completion of this Agreement required to substantiate all expenditures and shall make such documentation available to DWS for inspection or audit upon request.
- G. It is the understanding of DWS and TNC that TNC is leveraging State of Hawaii Natural Area Partnership Program (NAPP) funds in support of the project.
- H. Expenditures shall be made in accordance with the budget for the project contained in Exhibit "A", and shall apply to the work items summarized above in I.B.

IV. Indemnification:

TNC shall be responsible for all damages, injury, or death caused by TNC officers, employees, volunteers and agents, in the course of their services and activities under this Agreement. To the extent permitted by law, TNC shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees, from and against any and all actions and claims arising either directly or indirectly, out of or resulting from the errors, omissions, or acts of TNC, its officers, employees, volunteers or agents, occurring during or in connection with the performance of TNC's services or activities under this Agreement. TNC shall reimburse the County for any judgments, costs, and expenses, including attorney's fees, incurred in connection with the defense of any such claim, or incurred by the County in enforcing this Agreement. TNC's obligations under this section shall survive and shall continue to be binding upon TNC notwithstanding the expiration, termination or surrender of this Agreement. This indemnification agreement is intended to be as broad and inclusive as permitted by the

laws of the State of Hawaii and if any portion is held invalid, the balance shall notwithstanding continue in full force and effect.

V. Time of Completion:

Work under this Agreement shall be performed within twelve (12) months from the date of the Notice to Proceed. Should there be extenuating circumstances (i.e. weather, seasonal, etc.), TNC shall be given an extension not to exceed six (6) months. Request for extension shall be submitted to DWS in writing 90 days prior to the end of the project period.

VI. Rights and Responsibilities:

The rights and responsibilities of each party described herein shall remain in force and effect until such time as each party's project responsibilities are completed.

VII. Successors and Assignees:

All terms, conditions, provisions, warranties and covenants contained herein shall apply to and bind the respective successors and assignees of the parties hereto.

VIII. General Terms and Conditions:

The General Terms and Conditions attached hereto as Exhibit "B" shall be incorporated and made a part of this Agreement.

IX. Agreement Voluntary:

It is hereby expressly understood and agreed that this Agreement has been freely and voluntarily entered into by the parties and this Agreement cannot be altered, amended, modified or otherwise changed except in writing executed by a duly authorized representative of each of the undersigned.


X. Exhibits:

Exhibits "A" and "B" are attached hereto and incorporated herein by this reference:

"A" - FY 2017 Proposal from East Molokai Watershed Partnership - TNC

"B" - General Terms and Conditions - DWS Grants

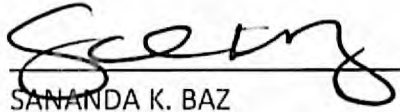
COUNTY:
COUNTY OF MAUI

By 
ALAN M. ARAKAWA
Mayor

GRANTEE:
THE NATURE CONSERVANCY

By 
ULALIA WOODSIDE
Executive Director

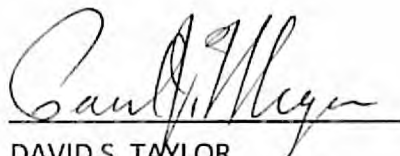
APPROVAL RECOMMENDED:



SANANDA K. BAZ
Budget Director



DANILO F. AGSALOG
Director of Finance



DAVID S. TAYLOR
Director of Water Supply

APPROVED AS TO FORM AND LEGALITY:



JENNIFER M.P.E. OANA
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII)
) SS.
 COUNTY OF MAUI)

On this 7th day of October, 2016, before me appeared ALAN M. ARAKAWA, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter, and the said ALAN M. ARAKAWA 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.

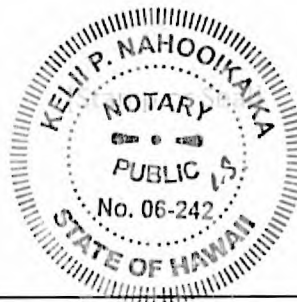


Kelii P. Nahooikaika
 Notary Public, State of Hawaii

Print Name: KELII P. NAHOOIKAIKA

My commission expires: 4-30-18

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>10-7-16</u>	# Pages:	<u>8</u>
Notary Name:	<u>KELII P. NAHOOIKAIKA</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>grant agreement for the east molokai watershed partnership source protection program between the county of maui & the nature conservancy</u>		
Notary Signature:	<u>Kelii P. Nahooikaika</u>		
Date:	<u>10-7-16</u>		



STATE OF HAWAII

)
) SS.

On this 15th day of September, 2016, before me personally appeared Ulalia Woodside, 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.

Jan S. Eber
Notary Public, State of Hawaii

Print Name: Jan S Eber

My commission expires: Dec 16, 2016

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>Not dated</u>	# Pages:	<u>42</u>
Notary Name:	<u>Jan S. Eber</u>	Judicial Circuit:	<u>First</u>
Doc. Description:	<u>FY 2017 Grant Agreement for East Molokai Watershed Source Protection Program</u>		
Notary Signature:	<u>Jan S. Eber</u>		
Date:	<u>9/15/2016</u>		





Proposal Cover Sheet

To: Maui County, Department of Water Supply

Title: FY2017 EMoWP Healthy Forest

From: The Nature Conservancy/East Molokai Watershed Partnership

Timeframe: September 2016 - September 2017

Amount Requested: \$250,000

Contact: Edwin T. Misaki
The Nature Conservancy Director of Moloka'i Programs
Coordinator, East Moloka'i Watershed Partnership

PO Box 220, Kualapu'u, Hawai'i 96757 (Mailing Address)
23 Pueo Place, Moloka'i Industrial Park (Physical Address)

Moloka'i Office: Phone 808.954-6587; Cell 808.336-0474;
Fax 808.553-9870; email emisaki@tnc.org

A. Introduction/Project Background

The “FY2017 EMoWP Healthy Forest” proposal includes conservation actions on East Moloka‘i’s South Slope (SS) (13,520 acres), and the East Slope (ES), especially the proposed Paku‘i fence unit (2,080 acres) area. The proposal will help fulfill the goals of the “EMoWP 2020 Management Action Plan”. The proposal areas have forest types ranging from native montane wet, mesic and shrublands forest (above 3,000’ elevation), and to drier areas below 3,000 feet elevation (see attached maps). There are three basic management units: fenced units; unfenced units, and proposed fence units. Associated with the landscape is Moloka‘i’s south shore fringing reef, the longest continuous fringing reef in the United States. The EMoWP consists of lands in the South Slope, East Slope and North Slope. The Nature Conservancy (TNC) is the coordinator of the EMoWP South and East slope units. See attached maps and fact sheet.

B. Project Goals: To sustain healthy native forest in fenced units, while enhance or improve vegetation levels in unfenced units.

C. Project Objectives:

1. Keep fenced units free of feral ungulates.
2. Control populations of feral ungulates in unfenced units.
3. Continue to reduce priority weed populations from all forest systems through coordinated weed removal sweeps.
4. Assist with the detection and response to the introduction of new invasive species
5. Foster partner and community engagement through outreach programs like: Molokai Fire Task Force; Molokai Earth Day planning and event; Mana‘e Mauka Working Group; MoMISC, MoPEP, EMoWP etc.
6. Document management activities through monitoring and GIS summary mapping.
7. Complete annual contract with USGS for the Kawela Stream Gauging Station.

D. Benefits:

- a. Sustaining or improving “intact” native montane forest systems with the potential recovery of listed endangered plant and animal species.
- b. Sustaining or improving watershed capacity by increasing infiltration of rain water into aquifers through increase vegetation recovery.
- c. Reducing erosion and thus non-point source pollution (sedimentation) onto the adjacent fringing reef.
- d. Preventing or reducing wildland fires that impact vegetation levels and erosion rates.
- e. Leveraging funds and conservation actions.
- f. Conservation awareness/engagement of the local community.
- g. Documentation of conservation successes which may lead to “Best Practices.”

E. Project Location/Size – EMoWP SS & Pakui Unit, 15,600 acres, See Attached Maps.

The project location includes the South Slope lands of: Kamakou Preserve (TNC, 2,774 acres); Kawela (Kawela Plantations, 5,500 acres); Kamalo (Kamehameha Schools, 3,566 acres); Kapualei (Kapualei Ranch, 1,680 acres); and East Slope’s Pakui Unit (2,080 acres). Management actions often occur outside the boundaries of the above areas, especially when conducting wildland fire prevention, new invasive species detection and prevention, and community outreach.

F. Scope of work

Statement of need

- a. **Degradation of the Landscape** - The Island of Moloka'i (5th largest (260 mi²) of the eight main Hawaiian Islands) has lost approximately 86% of its native ecosystems. Most of what remains of the Island's original native ecosystems occur in the summit areas of East Moloka'i, which contain some of the most intact montane forest systems in Hawai'i.
- b. **Native forest** - Overall, terrestrial biodiversity of East Moloka'i includes more than 50 natural communities (four of which are unique to Moloka'i) and 248 endemic flowering plant species, of which 39 are endangered. The area also includes 25 endemic plant species found nowhere else in the world. The Conservancy has identified the remaining East Moloka'i Montane wet, mesic and shrubland forest as top priorities for management. The fringing reefs are directly below these two terrestrial systems. In addition to the intrinsic value of the South and East slope native forest systems, the landscape is also the primary watershed for the entire island. The protection of these native forest ecosystems and the "greening" of the dry altered middle zone are essential to maintaining and improving Moloka'i's watershed.
- c. **Feral ungulates, invasive weeds and fire** are the main threats that impact the East Moloka'i South and East Slope. Feral ungulates impact forest understory, which opens the vegetation to invasion of invasive weeds, increases erosion and diminishes water holding and regeneration capacity. Feral pigs also spread seeds of invasive weeds and create wallows that become breeding pools for mosquitoes. Mosquitoes are the vectors of avian pox and avian malaria, two diseases that continue to decimate the native Hawaiian forest bird populations. Feral goats, especially in the South Slope have degraded and denuded the dry, altered, "*middle*" zone, formerly containing Hawaiian lowland to montane dry forest. Feral goats are also drawn to the steepest and largest gulch systems, where they find safe haven from humans. During the dry summer months, feral goats move to higher elevations to feed on the lush native forest where they have created a distinct "browse line." The forest abruptly ends to open grasslands with dying trees. Formerly, cattle grazed the lower elevations and contributed to the loss of vegetation. The last wild cattle were removed from these areas over thirty years ago, in the early 1970's. Axis deer prefer the low elevation kiawe forest and occur throughout these forest types in the project areas.
- d. **Invasive weeds** will "**take over**" the native forest systems when left unchecked. Most invasive weeds require a disruption of the native vegetation to expose the soil layer where they can germinate and grow to maturity. Some invasive weeds require no disruptions to become established and spread, and will literally take over Hawai'i's native forests without disturbance. For example, 75% of Tahiti's native forests are infested with the invasive tree species, *Miconia*. Thankfully, *Miconia* has not been seen on Molokai, where on Maui and Hawai'i Island, *Miconia* removal efforts are proving very costly and difficult. However, Moloka'i does contend with other challenging weed species. Having both a weed control and prevention program are essential components to protecting the native forest systems of Hawai'i.

- e. **Fire** is a major threat of the middle zones. Fires in 1988, 1991, and 1998 consumed more than 10,000 acres each, and resulted in increased erosion and sedimentation during the following winter rains. Fire displaces native vegetation, as fire-adapted non-native vegetation quickly takes-over burned areas. Molasses grass is a good example of a non-native grass that is fire adapted and recovers quickly after a fire. Molasses grass will quickly reclaim the nutrients from burned areas and has repeatedly demonstrated how it can convert a burned native forest and shrubland ecosystem into a fire-prone, non-native grassland.
- f. **Documentation** is an essential conservation action and the EMoWP uses a variety of monitoring systems to measure progress and to assess the success of its forest management actions. Examples are described below.

G. Methodology of approach

1. Feral Animal Control

Fences are the primary method for controlling the movements of feral animals. There are now over 15 miles of fence from Kamakou to Kawela to Kapualei that are keeping feral animals from entering priority native forest systems. The Kamakou fence unit is 700 acres, while the Kawela to Kapualei fence unit is 2,500 acres. The East Slope Pakui fence unit is the next fence unit pending CIP funds from the State. The unit requires about 5.5 miles of fence that will enclose approximately 2,080 acres.

Removal of feral animals primarily includes **hunt sweeps with dogs and aerial shooting**. Hunt sweeps deploy the one dog/one hunter teams that run parallel routes or tracks. GPS technology is used by the hunters and on dogs to keep the hunt teams in unison and to ensure complete coverage of a hunt area. A top-down approach is used to protect the upper forest fenced units first. The top down approach also help keep invasive weeds below from being transported upwards into the higher elevations. Aerial shooting (ACETA) is the most effective and safe way to dispatch feral goats in steep gulches below the fenced units. Aerial shooting is also deployed in the fenced units when possible. The State Division of Forestry and Wildlife is by law the sole provider and conductor of ACETA missions. The EMoWP coordinates the ACETA missions.

- 2. **Invasive Weed Control** - Invasive weeds pose a major risk to the integrity of the upper forest systems. Established weeds such as strawberry guava (*Psidium cattleianum*), Florida blackberry (*Rubus argutus*), *Pinus* species, *Tibouchina herbacea*, and Koster's curse (*Clidemia hirta*) threaten to replace native forests and degrade watersheds. **Weed sweeps** are the primary method of control and consist of a team of 3-4 staff that are spread out at least 10 meters apart as each member walks parallel to one another, using GPS/GIS technology to ensure proper coverage of an area. All priority weeds detected in the sweeps will be removed. The weed strategy for the South Slope landscape is to keep the montane wet forest free of invasive weeds and employ a zero detection goal. Thus, a top-down approach is necessary to safeguard the transfer of weeds from the lower elevations. The montane mesic forest and shrubland systems will be maintained as a buffer to the adjacent montane wet forest systems. Weed sweeps will be deployed, again on a top down approach. Weeds will be prioritized by degree of invasiveness, proximity to the wet forest and our ability to successfully apply controls.

The EMoWP and The Nature Conservancy will also assist the Moloka'i Maui Invasive Species Committee (MoMISC) to prevent, detect and eradicate new and invasive weed

species to the Island of Moloka'i. Recently detected incipients such as fountain grass (*Pennisetum setaceum*), Pampas Grass (*Cortaderia jubata*), Gorse (*Ulex europaeus*), Long thorned kiawe (*Prosopis juliflora*), Australian tree fern (*Sphaeropteris cooperi*), rubber vine (*Cryptostegia madagascariensis*), Barbados gooseberry (*Pereskia aculeate*), New Zealand Flax (*Phoridium tenax*) and Giant reed (*Arundo donax*), are currently being controlled with the goal of complete eradication. Surveys to detect introductions of highly invasive weeds such as *Miconia calvescens* are ongoing. MoMISC will also prevent, detect and eradicate animal species that have not yet established on Moloka'i such as snakes, fire ants, coqui frogs, veiled chameleon, and red-vented bulbul.

3. **Fire Management** is critical for the South and East Slope as past fires have demonstrated their devastating effects. The key strategy for fire management is to continue to **coordinate and facilitate** the Moloka'i Fire Task Force (MFTF). The MFTF, formed in 2003, brings together the various fire authorities, resources, large landowners, conservationist, and community resources to collaborate in the development of fire prevention and suppression approach. The MFTF has helped with annual efforts to develop and maintain a system of firebreaks. The firebreak system has proven key at containing and stopping fires from spreading in an uncontrolled manner to both residential areas and the upper watersheds.
4. **Monitoring (documentation)** measures progress toward management goals and objectives. Monitoring is a key component for assessing the success of EMoWP conservation strategies, actions and methods. There are two basic types of measures that will be assessed. First, **viability monitoring** measures the health of the biological systems that the conservation actions are protecting. At Kamakou Preserve, the **"Molokai Understory Monitoring"** or MUM, measures the health of the forest understory by considering the coverage and number of native vegetation, presence/absence of weeds and ungulate presence or activity. A plot with 100% veg cover, no weeds or ungulates would be considered very good and thus "intact." Additional viability monitoring includes, **"photo-monitoring"**, which gives a visual account of a system, comparable over time. Second, **threat monitoring** measures how effective strategies are in controlling and eliminating threats. Control strategies for feral animals will be assessed by **pig activity surveys and dispatch numbers and location of ACETA missions**. Recording and mapping weed removal and surveys is also a way of monitoring weed threat presence. A new tool that the EMoWP is now deploying to monitor the threat of feral ungulates is the FLIR or Forward Looking Infrared. The FLIR technology has greatly aided in the detection of animals, but must be done in the early morning hours. **Zero detection** is a term used to describe goals that reduce animals to zero or near zero presence. In areas not designated as zero tolerance, a percent activity level index is used as feral animal populations are controlled to attain a given activity level. Weed monitoring uses similar measures. Both **viability** and **threat** monitoring are important tools that help assess management effectiveness. Monitoring systems need to be relatively simple to implement and analyze and not put time constraints on the management team and diminish resources and time needed for threat abatement.
5. **Conduct and facilitate Partnership and Community Outreach** activities to inform and engage the EMoWP Partners and Molokai Community and develop ownership and support for the above conservation activities.

6. Continue to support USGS "Ridge to Reef" Kawela Erosion and Vegetation Recovery project. In addition continue the USGS Kawela stream flow gauging contract and report on data collection and summarization.

H. FY17 Deliverables

1. Conduct 20 hunt sweeps within fence units.
2. Conduct 10 hunt sweeps in adjacent unfenced units.
3. Complete at least 10 miles of EMoWP fence survey and repairs.
4. Complete at least 100 weed control sweeps,
5. Complete 4 MoMISC priority invasive species detection and elimination surveys.
6. Complete 3 aerial hunt missions.
7. Complete Annual Moloka'i Earth Day Celebration Community Event.
8. Facilitate/Host at least eight (8) meetings including, but not limited to; Moloka'i Fire Task Force (MFTF), MoMISC Quarterly Meetings, EMoWP Partner's Meeting, Manae Mauka Working Group and Moloka'i Earth Day Committee Meetings.
9. Complete annual "MUM" vegetation monitoring and data summary.
10. Complete annual ungulate activity surveys on 7 transects to that helps measure animal presence.
11. Document management activities.
12. Continue annual contract on USGS Kawela Stream Gauging Station.

I. Timeline -- Schedule of Activities

Weekly: Animal & weed sweeps, data processing;
 Monthly: Fence Survey/Repairs; Hikes/field trips; Meetings-Earth Day Planning;
 Quarterly: EMoWP, MoMISC, MFTF & MMWG;
 Semi-Annual: Ungulate Activity Surveys; Aerial Hunt Missions;
 Annual: MUM, Earth Day, Partners' Meeting;
 Ongoing: Assist with MoMISC Invasive Species Detection/Elimination, Annual Data summarization USGS Kawela Stream Gauging station.

J. FY17 Budget

CONTRACTUAL (Management, Helicopter & USGS Gauging Station contracts)	\$142,391
LABOR (TNC Staff)	\$75,000
SUBTOTAL	\$217,391
OVERHEAD	\$32,609
TOTAL	\$250,000

K. Reports dates will be determined when the "Notice to Proceed" date is determined:

- 1st Summary and Status Report
- 2nd Summary and Status Report
- 3rd Summary and Status Report
- Final Summary and Status Report

- L. **Leverage/Funders of EMoWP South Slope Projects**, The grants listed below are anticipated or proposed for FY17 and will help maintain and ramp up existing management programs.

State NARS Watershed Partnership Program Grant	\$100,000
State NAP Program (2:1 match) – Kamakou Preserve	\$200,000
The Nature Conservancy	\$100,000
Kamehameha Schools	\$50,000
Total	\$450,000.00

- M. **Staffing**. The Nature Conservancy staff on Moloka'i will oversee, coordinate, and supervise the activities mentioned above. There are 4 staff that the grant proposal will cover; Animal Control Coordinator, Weed Control Coordinator, Information Coordinator and the East Slope Project Manager. The grant will cover a part of the 4 staff and will amount to about 1 FTE.

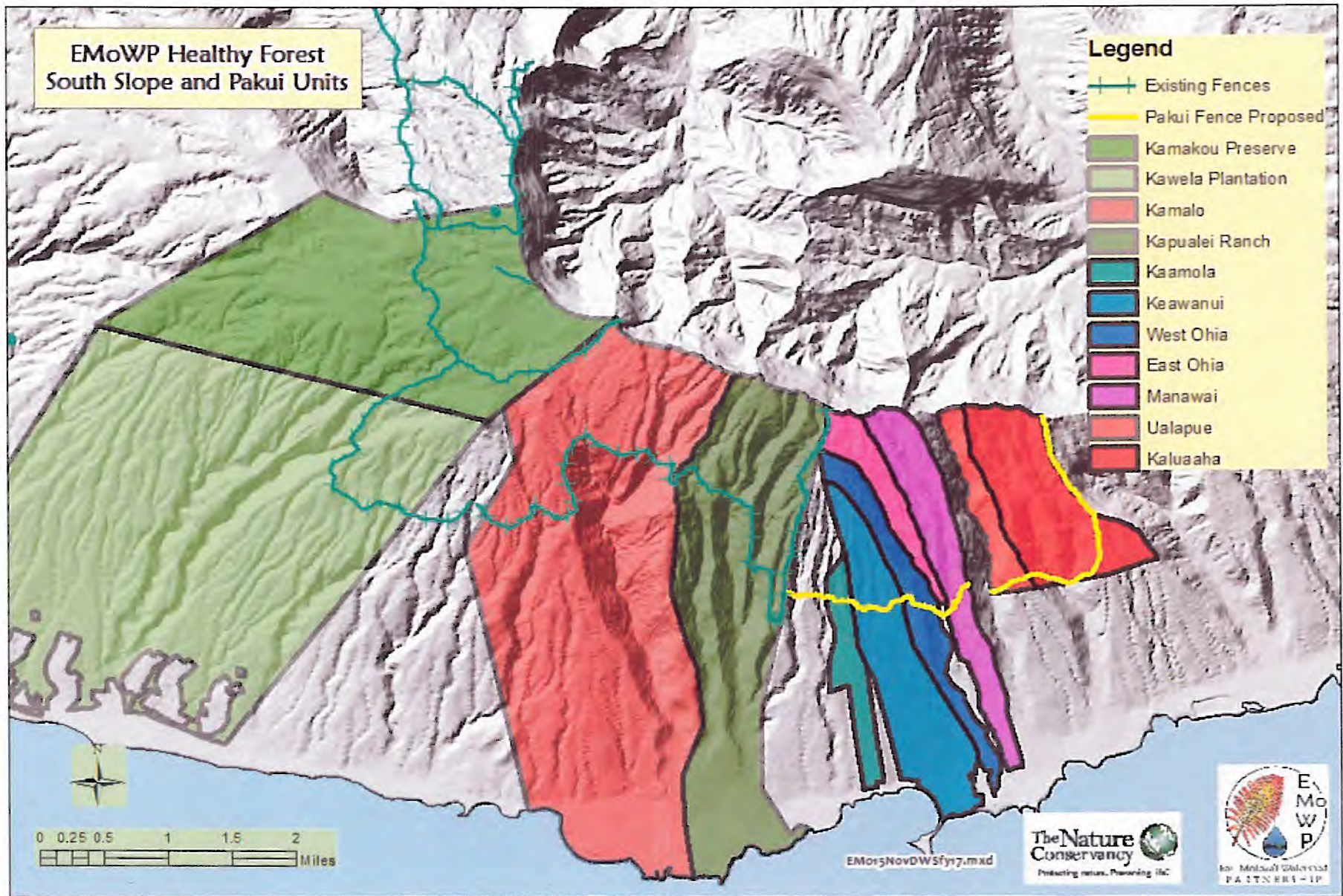


Exhibit "A" FY 2017 Proposal from East Molokai Watershed Partnership -TNC
 FY 2017 Grant Agreement – East Molokai Watershed Partnership -TNC

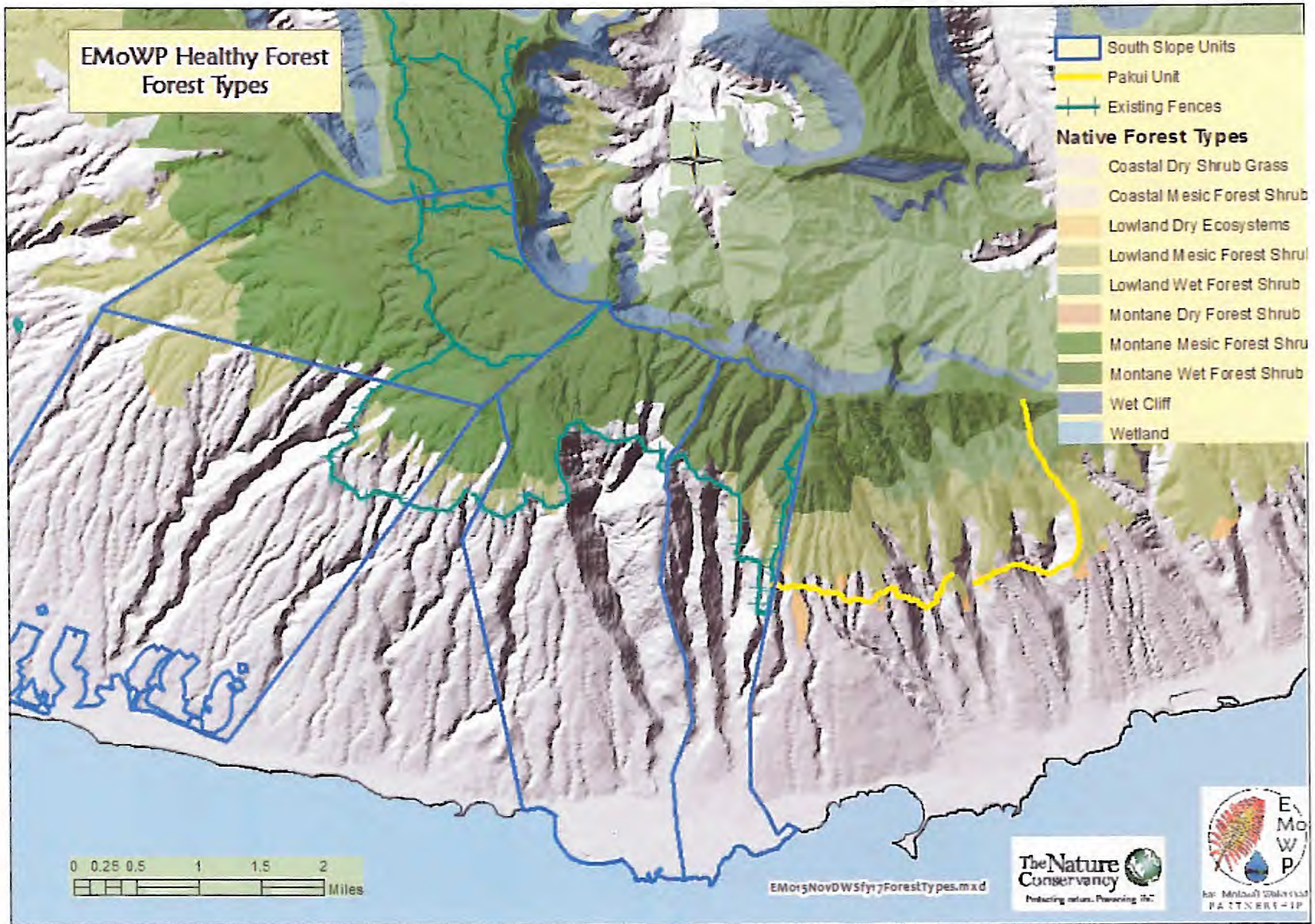


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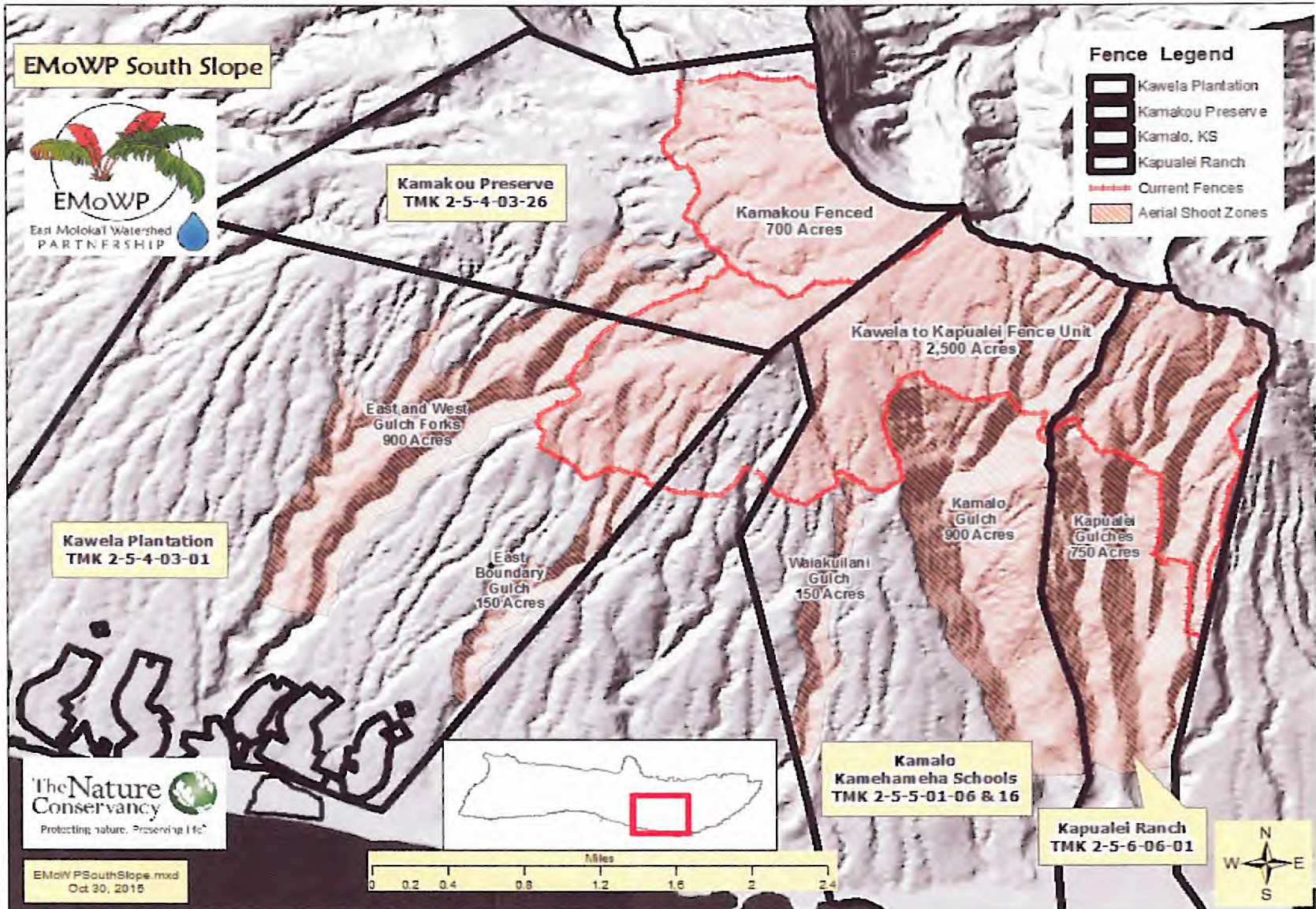


Exhibit "A" FY 2017 Proposal from East Molokai Watershed Partnership -TNC
 FY 2017 Grant Agreement – East Molokai Watershed Partnership -TNC

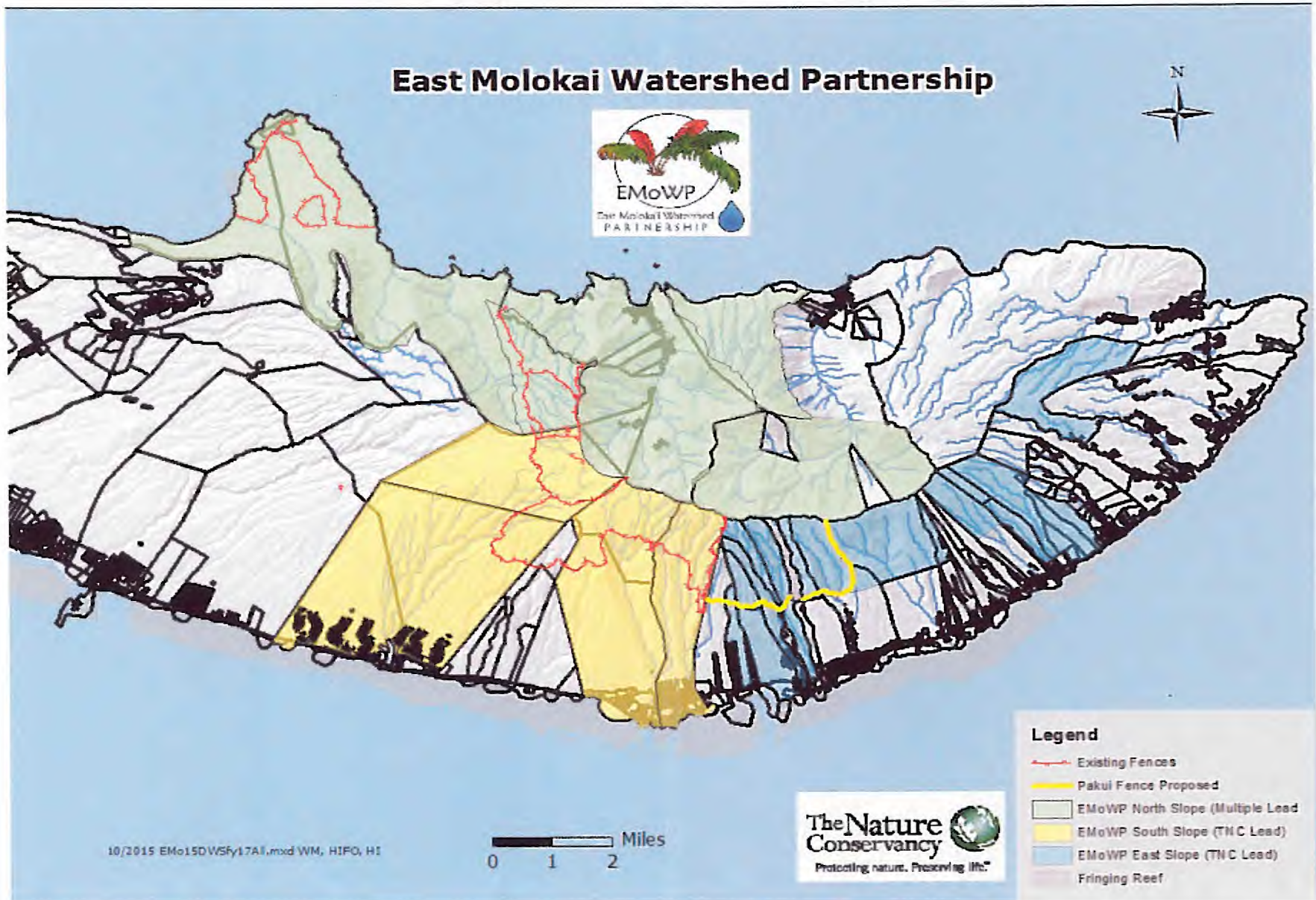


Exhibit "A" FY 2017 Proposal from East Molokai Watershed Partnership -TNC
 FY 2017 Grant Agreement – East Molokai Watershed Partnership -TNC

South & East Slope Top-Down View



Fact Sheet-East Molokai Watershed Partnership (EMoWP)
Version July 2015

Landowner Partners – (14 Partners, 23 land areas)

Area	Region	Owner/TMK	Manage	Acres	Totals
Kamakou Preserve	South Slope	TNC easement from Molokai Ranch/	TNC	2,774	
Kawela	South Slope	Kawela Plantation	TNC	5,500	
Kamalo	South Slope	Kamehameha Schools	TNC	3,566	
Kapualei	South Slope	Kapualei Ranch	TNC	1,680	
		South Slope		Total	13,520
Kaamola	East Slope	Thacker	TNC	33	
Keawanui	East Slope	Kamehameha Schools	TNC	192	
West Ohia	East Slope	Wond/Pedro	TNC	170	
East Ohia	East Slope	State	TNC	220	
Manawai	East Slope	Suzuki	TNC	200	
Ualapue	East Slope	State	TNC	194	
Kaluaaha	East Slope	Dunnam	MLT	700	
Mapulehu	East Slope	Friel	Various	1,159	
Pukoo	East Slope	State	State	124	
Honomuni	East Slope	Hutchison	Various	400	
Kawaikapu Upper	East Slope	Hutchison	Various	100	
Kawaikapu Lower	East Slope	Molokai Land Trust	MLT	200	
Kainalu	East Slope	Dunbar	Dunbar	470	
Keopukaloa Honouliwai	East Slope	State	State	1,188	
		East Slope		Total	5,350
Pelekunu Preserves	North Slope	TNC	TNC	5,714	
Olokui Natural Area Reserves	North Slope	State	State	1,620	
Puu Alii Natural Area Reserves	North Slope	State	State	1,330	
Wailau Forest Reserve	North Slope	State	State	5,770	
Kalaupapa National	North Slope	KNHP Lease	KNHP	10,799	

Historical Park					
		North Slope		Total	25,233
		EMoWP		Total	44,103

Other Partners

Department of Water Supply	County of Maui	Funder
Molokai Lanai Soil and Water Conservation District	State	Technical Support
MoMISC, Molokai Maui Invasive Species Committee	RCUH	Technical-New Invasives Species
Pacific Cooperative Studies Molokai Plant Extinction Program	State	Technical-Rare Plants
Hawaii Department of Health	State	Technical Support
USDA Natural Resource Conservation Service	Federal	Technical/Funder
US Environmental Protection Agency	Federal	Technical/Funder
US Fish and Wildlife Service	Federal	Technical/Funder
US Geological Service	Federal	Technical



County of Maui
 Department of Water Supply
Watershed Protection Grant Program
 Fiscal Year 2017
Project Budget Summary

FORM 4.2

Organization Name The Nature Conservancy

Expense Categories	Amount Requested	Matching Funds	Total Budget
A. Personnel (Payroll taxes & fringes)	\$75,000		
B. Transportation (e.g. fuel, etc)			
C. Contractual (e.g. helicopter)	\$142,391		
D. Utilities (e.g. telephone/cell, water electricity, etc)			
E. Travel			
F. Field crew costs			
G. Supplies, materials & equipment			
H. A&O Costs (15% of total grant amount)	\$32,609		
I. Other Costs			
Total	250,000		



County of Maui
 Department of Water Supply
Watershed Protection Grant Program
 Fiscal Year 2017

Project Budget Summary
 A. PAYROLL COSTS

Organization Name: EMoWP - The Nature Conservancy

Position Name/Title List by position and % of 40 hour week	Salary	Amount Requested
East Slope Project Manager	.25 FTE	\$15,141
Animal Control Coordinator	.30 FTE	\$15,141
Weed Control Coordinator	.30 FTE	\$15,141
Field Information Coordinator	.15	\$8,148
Payroll Taxes		
Fringes and Benefits		\$21,429
Total		\$75,000

Narrative Description (project responsibility by position/title)
ESPM-coordinates East slope projects and assist with South Slope projects;
ACC-coordinates animal control activities; WCC-coordinates weed control
activities; FIC-GIS summary maps, quality control and data input and assist
when needed with other listed activities



County of Maui
Department of Water Supply
Watershed Protection Grant Program
Fiscal Year 2017

Project Budget Summary
B. TRANSPORTATION COSTS

Organization Name EMoWP - The Nature Conservancy

Breakdown of Expense	Amount Requested
Total	

Narrative Justification



County of Maui
 Department of Water Supply
Watershed Protection Grant Program
 Fiscal Year 2017

Project Budget Summary
C. CONTRACTUAL SERVICES
 (e.g. helicopter, etc.)

Organization Name EMoWP - The Nature Conservancy

Breakdown of Expense	Amount Requested
Management and Helicopter	\$116,000
USGS Kawela gauging station	\$26,391
Total	\$142,391

Narrative Justification

Contract management, Helicopter transport to remote areas and ACETA missions, USGS Kawela gauging station 2nd year.



County of Maui
Department of Water Supply
Watershed Protection Grant Program
Fiscal Year 2017

Project Budget Summary
D. UTILITIES

Organization Name EMoWP - The Nature Conservancy

Breakdown of Expenses	Amount Requested
Telephone (Land line)	
Telephone (cell)	
Water	
Electricity	
Total	

Narrative Justification



County of Maui
Department of Water Supply
Watershed Protection Grant Program
Fiscal Year 2017

Project Budget Summary
E. TRAVEL

Organization Name EMoWP - The Nature Conservancy

Breakdown of Expenses (e.g. airfare, lodging, etc.)	Amount Requested
Total	

Narrative Justification



County of Maui
Department of Water Supply
Watershed Protection Grant Program
Fiscal Year 2017

Project Budget Summary
F. FIELD CREW COSTS

Organization Name EMoWP - The Nature Conservancy

Breakdown of Expenses	Amount Requested
Total	

Narrative Justification



County of Maui
Department of Water Supply
Watershed Protection Grant Program
Fiscal Year 2017

Project Budget Summary
G. SUPPLIES, MATERIALS & EQUIPMENT

Organization Name EMoWP - The Nature Conservancy

Breakdown of Expenses	Amount Requested
Total	

Narrative Justification



County of Maui
 Department of Water Supply
Watershed Protection Grant Program
 Fiscal Year 2017

Project Budget Summary
H. ADMINISTRATIVE & OVERHEAD COSTS

Organization Name EMoWP - The Nature Conservancy

Breakdown of Expenses	Amount Requested
15% overhead on all direct costs	\$32,609
Total Administrative & Overhead Costs	\$32,609

Narrative Justification

TNC's approved Indirect Cost Rate is 21.8% of direct expenses, but will partially waived to the 15% rate approved by DWS.



County of Maui
Department of Water Supply
Watershed Protection Grant Program
Fiscal Year 2017

Project Budget Summary
I. OTHER

Organization Name _____

Breakdown of Expenses	Amount Requested
Total Other Costs	

Narrative Justification

GENERAL TERMS AND CONDITIONS – DWS GRANTS

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

PAYMENTS

1. GRANTEE shall submit to the COUNTY written Request for Payment. Each request shall be authenticated as to accuracy by the GRANTEE, and verified by the designated COUNTY departmental officer. Each request shall include the following:
 - a. Certification by the GRANTEE that the work for which payment is requested was performed in accordance with the terms of this Agreement;
 - b. Certified payroll records for the applicable time period or phase for which payment is being requested; and
 - c. Copies of all contracts, bills, invoices and purchase orders which support the request shall:
 - i. Be of certified copy of the original document.
 - ii. Be on the letterhead of the respective contractor or subcontractor requesting payment.
 - iii. Be signed by an authorized official of the GRANTEE.
 - iv. Identify the Project, the nature of the work or materials provided, and the specific Phase of the Project for which the work or materials were provided.
2. The COUNTY may withhold any or all payments to the grantee if the amount of payment as requested is, in the County's determination, unreasonable or does not comply with the terms of this Agreement.
3. GRANTEE shall not alter SCOPE OF WORK 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 or project description or schedule outlined herein.

RECORDS AND REPORTING

4. GRANTEE shall keep records and prepare reports, including detailed, separate financial records relating to ALL GRANT FUNDS. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law. GRANTEE shall maintain such accounts and documents as will serve 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.

5. Unless otherwise required in the Grant Agreement or in related application submittals, GRANTEE shall supply COUNTY with a copy of its audited annual financial statements, prepared by its Certified Public Accountant(s). GRANTEE shall, upon request of COUNTY or State of Hawaii, provide COUNTY and State of Hawaii full access to inspect or audit GRANTEE'S records, report books, files, and other financial records and documents to allow COUNTY and State of Hawaii to determine compliance with the terms of the Grant Agreement, measure program effectiveness, and assure proper expenditure. GRANTEE shall cooperate fully and assist the COUNTY and State of Hawaii in any such audit or inspection.
6. GRANTEE shall provide COUNTY written quarterly narrative progress reports regarding the Project and the use of grant funds within thirty (30) calendar days following the end of each report quarter. GRANTEE'S quarterly status reports shall contain the following information: summary of program status in relation to goals; objectives and scheduled action steps outlined in grant proposal; numbers and descriptions of people or businesses served; financial status report of COUNTY funds used; and narrative report, including progress in meeting performance standards and economic self-sufficiency, if appropriate.
7. GRANTEE shall comply with all requests of the State of Hawaii for information and reports regarding the Project and GRANTEE'S operations.

GRANT AWARD RESTRICTIONS

8. GRANTEE shall not use grant funds to compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities.
9. GRANTEE shall not use grant funds for lobbying purposes or activities.
10. GRANTEE shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by GRANTEE to an employee, officer, director, or member of GRANTEE to reduce that individual's personal expenses.
11. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

NON-COMPLIANCE, SUSPENSION AND TERMINATION

12. GRANTEE'S failure to faithfully perform any part of this Agreement or any of the additional Conditions herein shall constitute noncompliance, and:

- a. should the noncompliance continue for thirty days after written notice thereof is delivered to GRANTEE or mailed to its last known address; or,
- b. if such noncompliance cannot be reasonable cured in thirty days, but GRANTEE has failed to commence to cure such noncompliance and to continue to diligently use its best efforts to cure such noncompliance; or
- c. if GRANTEE shall become bankrupt; or,
- d. if GRANTEE fails to perform any of the terms of this Agreement, or abandons or substantially suspends any part of this Agreement Scope of Work, the COUNTY may, at its sole discretion, take any one or more of the following actions:
 - i. Withhold grant fund payments pending correction of the non-compliance by the GRANTEE;
 - ii. Disallow all or part of the cost/expense of the activity or action not in compliance;
 - iii. Suspend or terminate, wholly or partially, the current award of this Agreement with the GRANTEE;
 - iv. Withhold additional award(s) to the GRANTEE; and
 - v. Terminate this Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the GRANTEE pursuant to this Agreement shall be transferred to the COUNTY.

- 13. Any costs incurred by the GRANTEE resulting from any obligations incurred by GRANTEE during suspension or after termination of this Agreement are not allowable unless the COUNTY authorizes such costs in the Notice of Suspension or Termination issued to the GRANTEE. The determination of eligible costs shall be made by the COUNTY in its sole discretion.

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.

OTHER GRANT REQUIREMENTS

- 14. GRANTEE shall give the COUNTY and, if applicable, the State of Hawaii appropriate recognition in all grant-funded programs and printed materials.
- 15. GRANTEE shall 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.
- 16. GRANTEE shall not discriminate either in the hiring of staff, use of volunteers, use of facilities, or delivery of client services on the basis of sex, sexual

orientation, national origin, age, race, color, religion or disability. GRANTEE shall comply with all applicable federal and state laws prohibiting discrimination.

17. GRANTEE shall comply with all applicable federal, state and COUNTY licensing requirements and with all applicable accreditation and other standards of quality generally accepted in the field of GRANTEE'S activities.
18. If GRANTEE is a nonprofit organization, GRANTEE shall establish and be governed by bylaws or policies which shall include provisions relating to nepotism and management of potential conflict-of-interest situations, as required by Section 3.36.040(c) of the Maui County Code.

TERMINATION OF GRANT AGREEMENT (GRANT CLOSE OUT)

19. GRANTEE shall not dispose of any real or personal property acquired with grant funds received under this Agreement without first receiving prior written consent of the COUNTY. Should GRANTEE cease to use any real or personal property acquired with grant funds for purposes described in this Agreement, GRANTEE shall either:
 - a. Pay the COUNTY the current fair market value of the asset; or
 - b. Transfer the control of the asset to the COUNTY;
 - c. Upon expiration or termination of this Agreement, the GRANTEE shall transfer to the COUNTY:
 - i. Any COUNTY funds on hand at the time of termination;
 - ii. Any account receivables attributed to the use of COUNTY funds; and
 - iii. Any real and/or personal property acquired or improved in whole or in part with COUNTY funds.
20. FINAL REPORT - Within thirty (30) days after expiration of the time of performance, GRANTEE shall submit to COUNTY a final Project report in a form satisfactory to COUNTY documenting Grantee's efforts toward meeting the requirements of this Agreement, an inventory of all equipment costing individually \$500.00 or more acquired with funds provided under this Agreement, and a list of expenditures incurred in the performance of this Agreement.

GRANTEE'S final project report shall contain information which will be completed using the template below (Form 4.4).



County of Maui
 Department of Water Supply
Watershed Protection Grants
 Fiscal Year 2017
Reimbursement Request Form

GRANTEE _____

Expense Categories	Grant Amount	Payment #1	Payment #2	Payment #3	Final Payment	Balance
Personnel (Payroll Taxes & Fringes						
Transportation						
Contractual (e.g. helicopter)						
Utilities (e.g. telephone/cell, water Electricity, etc)						
Travel						
Field Crew Costs						
Supplies, Materials & Equipment						
Administrative & Overhead Costs (not to exceed 10% of total grant amount						
Other costs						
Total						

Sample Format for Quarterly Reporting

1. Background (only needed for first report)

2. Tasks Completed during the period: (as applicable)
 - a. Animal Control
 - i. Miles of fences surveyed
 - ii. Number of animals removed (number or %)
 - b. Weed Control
 - i. Acres surveyed (number)
 - ii. Number of weeds removed (%)
 - c. Invasive Species
 - i. Acres surveyed (number)
 - d. Invasive Species Removed (%)
 - i. Monitoring results
 - ii. Number of Aalii/Koa planted
 - iii. Installed exclosures
 - iv. Number of Volunteers recruited; number of volunteer hours

3. Budget Summary – expenses should be in accordance with the approved grant agreement budget, if revision is needed, please see guidelines in Item #4.
 - a. Justification for delay in the performance of deliverables (e.g. weather, under staff, season for planting, etc.)

 - b. Expenses incurred during the performance period (please attach copy of receipts)

4. Budget Revision Guidelines
 - a. Budget deviations of **less than 20%** per budget item are allowed without a formal budget revision
 - b. Budget deviations of **more than 20%** per budget item require a written budget revision request submitted in **advance**.
 - c. Moving 10% of costs between “Payroll” and “Other Costs” budget categories is **NOT** permitted
 - d. Budget revision request (s) can be submitted anytime during the project period prior to the end of the 3rd quarter.
 - e. The **Request for Grant Budget Revision** form must be used to make changes which do not require a contract amendment. Budget Revision Table should reflect entire budget, including items with no changes.

FINAL REPORT TEMPLATE

BACKGROUND

Complete a description of how your program achieved the goals, objectives and scheduled action steps outlined in grant proposal.

GOALS/OBJECTIVES

Provide a list of the goals and objectives from your grant application.

BENEFITS to MAUI COUNTY

Describe how your project/program has benefited the people of Maui County in relation to the goal of the DWS (providing clean water more efficiently). Keep in mind that Maui County DWS manages approximately 36,000 services on Maui and Molokai, and that the funds provided to you are from their revenues, not the general fund (tax base for all of the residents and businesses of Maui County). Include the numbers and descriptions of people and/or businesses served (please include an Excel table).

TASKS COMPLETED FOR FY 17

Provide in detail what tasks you have completed per your grant application (and any additional tasks as appropriate). Please include maps, geospatial data, photos and other documentations as appropriate.

STAFF EMPLOYED

Include the number of Full Time Employees (FTEs) as paid by these grant funds; total number of hours worked during the fiscal year, and total amount of grant funds spent in salary (including benefits and fringe).

INVENTORY OF EQUIPMENT (costing individually \$500 or more acquired with DWS grant)

Equipment Item (name and brand)	Value when purchased	How used	When acquired

AMOUNT OF FUNDING LEVERAGED

Please include an Excel table that identified the amount of funding you received from DWS, amount received from other sources. Please identify all sources by name, and state/federal/county government and or private, nonprofit entity (FORM 4.5).

FUNDING NEEDED AND WHAT YOU COULD DO IF THERE WAS MORE FUNDING

Provide an explanation of how you would spend additional grant funds if you had them. Please include whether or not new initiatives could be started, if these would include additional outreach opportunities, new equipment to be purchased and or if you had additional revenues whether it may impact amount of potential revenues to be leveraged.

CONSEQUENCES OF A DECREASE IN FUNDING

If, during the course of budget, there was to be a decrease in funding available for watershed programs-how would this impact your program/project? Please describe and if possible provide documentation as to whether you would lose staff, amount of time previously spent on specific activities would have what type of detrimental effect? How would a decrease in funding impact any leveraging activities (funds and/or resources from other sources)?



County of Maui
 Department of Water Supply
Watershed Protection Grants
 Fiscal Year 2017

Leveraged Funds – FY 2016

Grantee: _____

SOURCE OF FUNDS	Type of Entity (government/ private/ nonprofit)	Amount of Funds Leveraged	
		Cash	In-Kind

**County of Maui
Department of Water Supply
Water Resources and Planning Division**

REQUEST FOR GRANT BUDGET REVISION

Grantee _____ Contract # _____

Revision Requested for: ___ 1st Qtr ___ 2nd Qtr ___ 3rd Qtr Revision # _____

	APPROVED BUDGET	CHANGE + / (-)	REVISED BUDGET	JUSTIFICATION (ATTACH ADDITIONAL SHEET IF NEEDED)
Personnel (Payroll Taxes & Fringes)				
Transportation				
Contractual (e.g. helicopter)				
Utilities (e.g. telephone/cell, water, electricity, etc)				
Travel				
Field Crew Costs				
Supplies, Materials & Equipment				
Administrative & Overhead Costs (not to exceed 10% of total grant amount)				
Other costs				
Total Budget				

Print Name and Title Signature Date

DWS Use	Date Received:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	WRPD Manager	Date Approved:
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