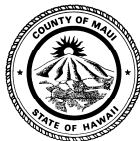


Council Chair
Alice L. Lee

Vice-Chair
Yuki Lei K. Sugimura

Presiding Officer Pro Tempore
Tasha Kama

Councilmembers
Tom Cook
Gabe Johnson
Tamara Paltin
Keani N.W. Rawlins-Fernandez
Shane M. Sinenci
Nohelani U'u-Hodgins



Director of Council Services
David M. Raatz, Jr., Esq.

Deputy Director of Council Services
Richelle K. Kawasaki, Esq.

COUNTY COUNCIL
COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.MauiCounty.us

August 19, 2025

Yuki Lei K. Sugimura, Chair
Budget and Finance Committee
Maui County Council
200 South High Street
Wailuku, Hawai'i 96793

Dear Chair Sugimura:

SUBJECT: **EXTENSION OF GRANTS AND CONTRACTS**
(BFED-20(19))

Thank you for your correspondence dated August 18, 2025. For ease of convenience, I repeat your four questions below, each followed by the Office of Council Services' response.

1. A timeline of the grant agreement, Grant Amendment 1, and the related budget amendment requested in Bill 95 (2025).

The grant agreement for Grant G5401 was executed on **June 25, 2021**. A copy is attached. The stated grant amount is \$500,000, of which \$300,000 has been paid.

On **June 28, 2021**, \$500,000 was encumbered for the grant.

The grant agreement allows for the term to be extended upon written approval. The original grant term expired **July 1, 2023**. The grantee received verbal approval from OCS in the spring of 2023 to extend the term through December 31, 2023.

By the attached correspondence dated **October 2, 2023**, the grantee requested term extension and an additional payment of \$50,000.

By the attached correspondence dated **March 12, 2024**, the grantee reiterated the requests made on October 2, 2023.

Yuki Lei K. Sugimura, Chair
August 19, 2025
Page 2

On **June 25, 2024**, the Council Chair executed the attached amendment to the grant agreement, extending the term and authorizing payment of an additional \$50,000.

On **July 5, 2024**, OCS submitted a request for payment to the Department of Finance.

On **November 21, 2024**, the grantee submitted additional documentation, as requested by the Department of Finance.

On **March 20, 2025**, OCS submitted a request for payment to the Department of Finance, which was rejected.

In the **spring and summer of 2025**, OCS had informal communications with the Department of Finance and the Department of the Corporation Counsel. OCS was advised to request a budget amendment with conditional language recognizing the grant amendment.

On **August 5, 2025**, the Council Chair introduced Bill 95 (2025), "A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2026 BUDGET, COUNCIL SERVICES PROGRAM, OFFICE OF THE COUNTY COUNCIL FOR AMENDMENT NO. 1 TO GRANT G5401, SUSTAINABLE MOLOKAI."

On **August 12, 2025**, the Council passed Bill 95 on first reading.

2. A list of all invoices and payments made to date under Grant G5401.

On **January 12, 2022**, the grantee submitted an invoice for \$125,000.

On **February 17, 2022**, the grantee was paid \$125,000 by Check 1363046.

On **December 26, 2022**, the grantee submitted an invoice for \$175,000.

On **April 6, 2023**, the grantee was paid \$175,000 by Check 1391350.

On **June 27, 2024**, the grantee submitted invoices for \$200,000 and \$50,000, respectively.

Yuki Lei K. Sugimura, Chair
August 19, 2025
Page 3

3. Confirmation of the Fiscal Year 2026 Budget category that will fund this grant payment, and whether any goods or services will be cut or deferred as a result of this amendment.

The category is Other Legislative Programs, line-item 901041B/6103, which has \$405,000 for studies and audits. No goods or services will be cut or deferred.

4. Clarification on whether the contract scope needs to be modified to cover the additional work performed.

On June 25, 2024, the Council Chair executed the Amendment 1 to the grant agreement. No further modification is needed.

Should you have any questions, please contact me at ext. 7664.

Sincerely,

David M. Raatz
DAVID M. RAATZ
Director of Council Services

paf:dmr:25-204c

Attachments

✓

GRANT AGREEMENT CERTIFICATION

I, **SCOTT K. TERUYA**, 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.

Appropriation

Index

Title

Amount Required

901049B ✓ SUSTAINABLE MOLOKAI (6317) ✓ \$ 500,000.00

GRANT AGREEMENT G 5401 SUST 'AINA BLE MOLOKAI dba SUSTAINABLE MOLOKAI

Dated this 28 day of JUNE 2021
Grant Period: June 30, 2021 - July 1, 2023



SCOTT K. TERUYA
Director of Finance

Countywide Climate Change and
Sea Level Rise Adaptation and
Resiliency Master Plan Grant for OCS
ORDINANCE #5099 (FY2021)

FY 2021

jh

aug 4/20

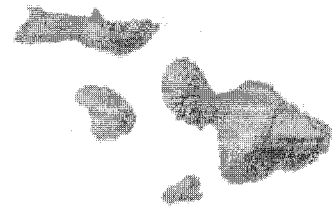
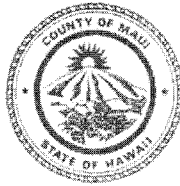
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MICHAEL P. VICTORINO
Mayor

SCOTT K. TERUYA
Director

MAY-ANNE A. ALIBIN
Deputy Director



DEPARTMENT OF FINANCE
COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov

June 29, 2021

Sust' Aina Ble Molokai dba Sustainable Molokai
P.O. Box 250
Kaunakakai, HI 96748

RE: COUNTYWIDE CLIMATE CHANGE AND SEA LEVEL RISE ADAPTATION AND
RESILIENCY MASTER PLAN GRANT
GRANT NO. G5401

Dear Sust' Aina Ble Molokai dba Sustainable Molokai:

Transmitted is a copy of the fully executed grant agreement for your file.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott K. Teruya".

Scott K. Teruya
Director of Finance

SKT:dda
Enclosure

xc: Office of Council Services

GRANT NO. G5401

GRANT OF COUNTY FUNDS

Department: Office of Council Services

Project Title: Countywide Climate Change and Sea Level Rise Adaptation and Resiliency Master Plan Grant

Certification Requested from County: \$500,000.00

This GRANT OF COUNTY FUNDS ("Agreement") is made this 24th day of June, 2021 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 SUSTAINABLE MOLOKAI, a Hawaii nonprofit organization, dba SUSTAINABLE MOLOKAI, whose mailing address is P.O. 250 Kaunakakai, Hawaii 96748, hereinafter referred to as the "Grantee". County and Grantee shall hereinafter be referred to collectively as the "Parties".

Availability of Funds. The availability of funds for this Agreement shall be as set forth in the Funds Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Agreement. Funds Certification shall be on file in the office of the Director of Finance of the County of Maui.

W I T N E S S E T H

WHEREAS, the County desires to provide grant funds for the Countywide Climate Change and Sea Level Rise Adaption and Resiliency Master Plan (the "Project"); and

WHEREAS, the County has reviewed and approved the Grantee's proposal for a grant of County funds in furtherance of the Project.

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

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

2. Scope of Project. Grantee shall use the funds for the Project as described in Exhibit "B", attached hereto and made a part herein.

3. Project Budget. Subject to the terms of this Agreement, the County agrees to make available as a grant to the Grantee, a sum not to exceed the total amount of certification requested as set forth above, subject to appropriation. The County shall review and approve the following prior to any grant funds being released:

- a. All documentation related to other funding sources for the Project;

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GRANT NO. G5401

- b. Final Budget (sources and uses) for the Project; and
- c. Other items as deemed necessary by the County of Maui

4. Performance Schedule. The duration of this Agreement shall begin on June 30, 2021 and end July 1, 2023, provided that the Parties may extend the term by written Agreement.

5. Conflict. In the event of any conflict between or among this Grant and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Grant shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.

6. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Procurement Officer
Department of Finance
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

7. Officer-in-Charge. The Council Chair, or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Project completion.

8. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

9. Severability. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

10. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the parties.

GRANT NO. G5401

11. Counterparts and Electronic Signatures. This Agreement 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.

12. Authority and Effective Date. The undersigned represent and warrant that they are authorized to execute this Agreement, which is effective on the date of the last signature hereto.

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

[EXECUTION PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANT NO. G5401

GRANTEE'S EXECUTION PAGE

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

GRANTEE:

SUST'ĀINA BLE MOLOKAI
dba SUSTAINABLE MOLOKAI

By 
(Signature)

Harmonee Williams
(Print Name)

Its Executive Director
(Title)


Date June 18, 2021

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GRANT NO. G5401


COUNTY EXECUTION PAGE

COUNTY OF MAUI:

By 
ALICE L. LEE
Its Council Chair

Date 06/24/2021

APPROVAL RECOMMENDED:


TRACI N.T. FUJITA
Director, Office of Council Services

~~XXXXXXXXXXXXXXXXXXXX~~
~~Budget Director~~
~~XXXXXXXXXXXXXXXXXXXX~~

APPROVED AS TO FORM
AND LEGALITY:

 2021.06.23
11:08:39 -10'00'

RICHELLE M. THOMSON
Deputy Corporation Counsel
LF2021-0817
2021-05-28 G5401 Primary.docx

GRANT NO. G5401

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

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

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

2. QUARTERLY REPORTS. Grantee shall provide County with written, narrative, quarterly status reports within thirty (30) calendar days of the end of each report quarter (excluding the final quarter). These reports shall contain the following information:

- a. Summary of program status in relation to goals, objectives and scheduled actions steps outlined in the grant application;
- b. Contact information and all other relevant information regarding people or businesses served;
- c. Financial status of County funds used; and
- d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.

3. FINAL REPORT. Within 30 (thirty) days of the expiration of the Performance Schedule or completion of the Project, or termination of the Agreement, whichever is sooner, Grantee shall submit to County a final project report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and contain the following:

- a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement;
- b. A list of expenditures incurred in the performance of this Agreement;
- c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
- d. Contact information and all other relevant information regarding people or businesses served;
- e. Financial status report of County funds used; and
- f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.

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

5. NONPROFIT STATUS. If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict

GRANT NO. G5401

of interest situations, as required by Section 3.36.040(c), Maui County Code.

6. INSURANCE. During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Grantee shall provide County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The County shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a copy of the policies. Grantee shall also carry workers' compensation insurance for Grantee's employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.

7. INDEMNIFICATION. To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination or surrender of this Agreement.

8. SUBCONTRACTS. The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.

9. EMPLOYEE COMPENSATION. Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.

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

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

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

13. MODIFICATION OF AGREEMENT. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be

GRANT NO. G5401

performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental Agreements executed by the County and Grantee.

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

- a. Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
 - b. Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
 - c. Grantee abandons or discontinues its operations for a period in excess of thirty (30) days;
- or
- d. Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated.

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- b. Withhold grant fund payments pending correction of the noncompliance;
- c. Disallow all or part of the cost/expense of the activity or action not in compliance;
- d. Withhold additional award(s) to Grantee; and
- e. Terminate this agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

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

15. COSTS INCURRED DUE TO SUSPENSION OR TERMINATION. The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.

16. WITHHOLDING OF PAYMENTS. County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

17. PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

18. ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's personal expenses.

19. LOBBYING PROHIBITED. Grantee shall not use grant funds for lobbying purposes or activities.

20. REVERSION OF ASSETS. The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County.

GRANT NO. G5401

Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either:

- a. Pay the County the current fair market value of the asset; or
- b. Transfer control of the asset to the County.

Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, the Grantee shall transfer to the County:

- a. Any County funds on hand at the time of expiration or termination of this Agreement;
- b. Any account receivables attributed to the use of County funds; and
- c. Any real and/or personal property acquired or improved in whole or in part with County funds.

21. PRODUCTION OF INFORMATION. If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.

22. COMPLIANCE WITH LAWS. Grantee shall comply with all applicable Federal, State and County laws, rules, regulations, licensing requirements, applicable accreditation and other standards of quality generally accepted in the field of Grantee's activities.

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

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

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

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

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

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

GRANT NO. G5401

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

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

25. PROCUREMENT. If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.

26. INSPECTIONS AND MONITORING. Grantee shall permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, event or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigation, researching or formulating programs, services or related policies and procedures or when County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.

27. PERSONNEL REQUIREMENTS.

- a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.
- b. The Grantee shall ensure that the Grantee's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
- c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination thereof shall be construed together and shall constitute one and the same Agreement.

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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT "B"

COUNTYWIDE CLIMATE CHANGE AND SEA LEVEL RISE ADAPTATION AND RESILIENCY MASTER PLAN GRANT TO SUSTAINABLE MOLOKAI

- i) Build relationships and an organizing framework for advancing collaborative efforts among public and private landowners on Molokai.
- ii) Ensure social equity and democratic participation for all members of the community.
- iii) Integrate indigenous placed-based expertise and techniques that ensure the health, preservation, and regeneration of ecosystems and public natural resources.
- iv) Identify all relevant existing research and studies on climate change and sea-level rise impacts on Molokai and explain the rationale for including any information or data from existing research and studies in the contractor's final work product. The contractor must not repeat the work of existing relevant research and studies.
- v) Compile all relevant existing conditions reports, vulnerability assessments, and plans. This information should:
 - (1) Document existing conditions on Molokai to include coastal resources, County boundaries, private property ownership boundaries, Federal Emergency Management Agency Special Flood Hazard Area boundaries, disadvantaged community boundaries, land use categories, waterways, habitat types, and ground surface elevations.
 - (2) Identify the most vulnerable properties by screening existing vulnerability assessment information.
 - (3) Include all relevant General Plan and Molokai Island Community Plan policies for Molokai, and all regulatory guidance and standards pertaining to the performance of vulnerability assessments and planning adaptation projects.
- vi) Summarize existing sea-level rise scenarios, erosion data and methodologies.
- vii) Identify critical assets and asset managers as well as issue a survey and summarize the results to understand the adaptive capacity of those assets.
- viii) Improve the community's collective understanding on the risks to all infrastructure from flooding and inundation caused by climate change and sea level rise on Molokai.
- ix) Identify vulnerable populations and the interests of affected landowners and stakeholders, including non-transportation infrastructure, such as transmission lines for water, natural gas, and electricity, and agriculture.
- x) Identify priority projects and districts on Molokai.

COMMUNITY OUTREACH

i) Conduct a virtual sea-level rise tour and, if permissible in light of government gathering restrictions, an in-person walking tour for community participants in areas where flooding is anticipated in the future, to increase public awareness and gather information on the unique challenges that climate change poses for Molokai.

ii) Develop a robust public outreach program and promote community and stakeholder engagement in the Plan development by developing and utilizing a stakeholder master list of potentially affected property owners, organizations, and community representatives that includes the Department of Planning, Maui Emergency Management Agency, and Molokai Planning Commission.

iii) Promote and facilitate stakeholder meetings and community workshops, including preparing exhibits and meeting materials and other technical documents designed to facilitate stakeholder engagement and participation. All community workshops and meetings must be video recorded and submitted to Akakū for archiving.

iv) Contractor must create a webpage to the contractor's website, a social media interface, and newsletters designed to obtain public input and update the public about upcoming meetings and workshops, the schedule of activities and events, draft documents, and the progress of developing the Plan. Meetings and workshops must be advertised via newspaper, community bulletin boards, and email.

v) Conduct, at the commencement of the work, an initial meeting in each district of Molokai (Maunaloa, Ho'olehua, Kaunakakai, and Mana'e) with stakeholders as groups or individually based on their preference. The purpose of the initial meeting in each district is to introduce the project, create a community support strategy, discuss relevant existing studies, identify information gaps, identify stakeholders' short-term and long-term goals and priorities, identify other areas of concern, discuss ideas for possible adaptation measures, and identify priority districts. Each initial meeting may be held via interactive video conference, or in-person in accordance with government mandated gathering restrictions.

vi) Conduct at least five community workshops (see details below) in the priority districts identified during the initial series of meetings. At least one workshop must be conducted in each district across the island. For pertinent districts, additional specific identification workshops may be held, as necessary. While complying with any gathering restrictions, the public may participate in table-top exercises during the workshop. The contractor may encourage stakeholders to help in the public outreach process. Regular interaction and communication with the community is critical to the success of the Plan. Interactive video conference meetings are permissible. However, careful attention must be given to Mana'e, and other areas within districts that do not have internet access. The contractor must post the community workshop schedule well in advance to communicate meeting information to the districts and must make a reasonable effort to structure each workshop to maximize the participation of Molokai residents. Sea-level rise tours may be included in workshops, per priority districts.

vii) Identify feasible strategies to protect vulnerable infrastructure that are compatible with adjacent land uses and identify the pros and cons of each strategy for low and high SLR scenarios.

viii) Develop a method for evaluating the cost estimates associated with each strategy identified in Section (b) xvii and itemize potential external variables.

ix) Perform a cost-benefit analysis for each proposed sea-level rise adaptation project in the Plan. The analyses should consider future costs avoided by implementing each project and benefits gained. The project team will work with the County to determine the costs and benefits that should be considered for evaluation, which may include property values, ecosystem services, public works values, recreational assets, and the benefits to disadvantaged communities. Where it is not practical or appropriate to assign monetary value to costs and benefits, develop alternative methods for assessing values, and describe the methods used.

COMMUNITY WORKSHOP DETAILS

(1) Community Workshop No. 1.

(a) Solicit community engagement in developing the Plan by networking with stakeholders through print media, on-line media, radio, and social media.

(b) Conduct a community workshop to introduce the development of the Plan to the public, define the parameters, inform the community of the opportunities and constraints, solicit opinions from the community to ensure that the short-term and long-term goals and priorities of the stakeholders and community members are identified, identify known areas of concern, invite ideas for adaptation measures from the community, and solicit input on how to guide future workshops.

(c) Develop and issue a survey to all workshop participants that seeks to compile public input generally and develop guiding principles for the Plan. Survey may include online options.

(2) Community Workshop No. 2.

The purpose of the second workshop is to follow up on discussion items from the first workshop with stakeholders and the community, and identify additional individual stakeholder meetings per district, as necessary.

(3) Community Workshop No. 3.

The purpose of the third workshop is for the contractor to present the first draft of the Plan to the stakeholders and the community for review, and to invite the submission of comments within a 30-day comment period. The contractor must compile all public input from the second workshop, as well as comments submitted during the 30-day comment period and revise the first draft of the Plan as necessary based on the information received.

(4) Community Workshop No. 4.

The purpose of the fourth workshop is for the contractor to present the second draft of the Plan to the stakeholders and community for review and provide information on: how the proposed Plan would be adopted, topics that require further study before the Plan is finalized, potential trigger points for implementation of studies or adaptation measures in the future, future sea-level rise monitoring needs, methods to fund various adaptation strategies, ideas to maintain public access and recreation, the upcoming costs of sea level rise, and responses to community questions or concerns regarding the updated Plan.

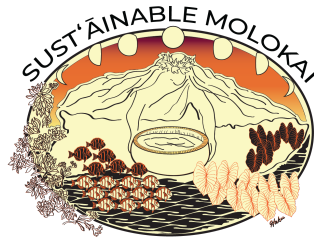
(5) Community Workshop No. 5.

Contractor must present the final Plan.

4. TIMETABLE AND COMPENSATION

Table 1. Timetable and Compensation

Event/Deliverable	Estimated Date/Deadline	Amount to be Invoiced (to be paid within 30 days)
NTP/Contract Start	July 1, 2021	\$0
Project Kickoff Meeting	July 15, 2021	\$0
Phase 1 – Identification of Stakeholders, Community Outreach, and Data Review		
Draft Workplan	July 31, 2021	\$25,000
Stakeholder Master List & Outreach Program	Sept 30, 2021	\$25,000
Community Workshops #1	Nov 30, 2021	\$0
Written Summary of Workshops #1	Dec 20, 2021	\$50,000
Phase 2 – Identification and Analysis of the most Critical SLRXA Issues and Impact Areas for Coastal Molokai		
Community Sea Level Rise Walking Tour	February 15, 2022	\$0
Community Workshops #2	March 1, 2022	\$0
Written Summary of Workshops #2 & Priority Projects Identified	April 1, 2022	\$100,000
Phase 3 – Draft design strategies & cost estimates for the Mitigation of Priority SLRXA Issues/Areas		
Written Summary of Workshops #3; Priority Projects rough draft of designs and cost estimates	September 1, 2022	\$100,000
Phase 4 – Draft and Finalize Molokai SLRXA Plan		
Rough Draft Plan/Report #1	Jan 31, 2023	\$50,000
Community Workshops #3	Jan 31, 2023	\$0
Draft Plan/Report #2	April 30, 2023	\$100,000
Community Workshops #4	April 30, 2023	\$0
Final Plan/Report	July 1, 2023	\$50,000
Community Workshops #5	July 1, 2023	\$0
Total		\$500,000



PO Box 250, Kaunakakai, HI 96748 www.sustainablemolokai.org

Phone: (808) 560-5410

***COUNTYWIDE CLIMATE CHANGE AND SEA LEVEL ADAPTATION AND RESILIENCY
MASTER PLAN GRANT #G5401***

October 2, 2023

Council Chair Alice Lee
Kalana O Maui Building
200 South High St, Eighth Floor
Wailuku, Hawaii 96793

RE: EXTENSION REQUEST for G5401 Molokai Climate Change and Sea Level Rise Adaptation and Resiliency Plan

Aloha Council Chair Lee,

We are writing to request an extension for our Grant Agreement for the **Molokai Climate Change and Sea Level Rise Adaptation and Resiliency Plan (CCSLAR)**.

Our original contract ended July 1, 2023. We previously received an extension per the April 21, 2023 request for an extension letter to December 31, 2023 for the scope of work and deliverables, including an additional \$50,000 for additional field investigations and additional draft plans, revisions to the engineer analysis and designs, and an additional Draft Plan/Report #3. The reasons for this request include the following: Request to include an extension for Fiscal Year 2024.

Please note that paragraph four of the grant sets the performance schedule from June 30, 2021, to July 1, 2023, and allows for changes to the schedule "by written agreement." Paragraph 10 requires that the "authorized representatives" sign any modification to the agreement. And paragraph 13 of the General Terms and Conditions repeats to the two above requirements.

Thank you for your time and consideration.

Sincerely,

Tehani Kaalekahi, Executive Director



PO Box 250, Kaunakakai, Hawaii 96748
www.sustainablemolokai.org

March 12, 2024

Council Chair Alice Lee
Kalana O Maui Building
200 South High St, Eighth Floor
Wailuku, Hawaii 96793

RE: EXTENSION REQUEST for G5401 Molokai Climate Change and Sea Level Rise Adaptation and Resiliency Plan

Aloha Council Chair Lee,

We are writing to request an extension to our Grant Agreement G5401, in order to draw down the remaining funding for the **Molokai Climate Change and Sea Level Rise Adaptation and Resiliency Plan (CCSLAR)** on work performed.

The Final Product will be submitted by April 29, 2024. Deliverables and Scope of Work have been previously submitted for this project.

Grant Awarded:	\$500,000 + additional \$50,000
Invoices Paid:	\$300,000
Outstanding Invoice (Ready to Bill):	\$250,000 (\$200,000 + additional \$50,000)

On April 21, 2023, Sustainable Molokai requested additional funds to complete the CCSLAR Plan and an Extension to December 31, 2023, and was granted both verbally. After communication with OCS Senior Legislative Analyst on October 18, 2023, Sustainable Molokai learned that the grant agreement G5401 ended July 1, 2023, and outstanding invoices of \$250,000, could not be processed.

Thank you very much for your time and consideration.
Sincerely,

Tehani Kaalekahi
Executive Director

GRANT NO. G5401

AMENDMENT TO GRANT OF COUNTY FUNDS

Department: Office of Council Services

Project Title: Countywide Climate Change and Sea Level Rise Adaptation and Resiliency Master Plan Grant

Additional Certification Requested from County: \$50,000.00

This FIRST GRANT OF COUNTY FUNDS (“Amendment”) is made this _____ day of _____, 2024 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 SUST ĀINA BLE MOLOKAI, a Hawaii nonprofit organization, doing business as SUSTAINABLE MOLOKAI, whose mailing address is P. O. 250, Kaunakakai, Hawaii 96748, hereinafter referred to as the “Grantee”. County and Grantee shall hereinafter be referred to collectively as the “Parties”.

W I T N E S S E T H

WHEREAS, the Parties entered into that certain Grant of County Funds dated June 24, 2021, identified under Grant No. G5401 (the “Grant”);

WHEREAS, the Grant is on file with the Director of Finance and is incorporated herein by reference; and

WHEREAS, the Parties now desire to amend the Grant.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties agree to amend the Grant as follows:

1. Paragraph 4, Performance Schedule, is amended as follows:

4. Performance Schedule. The duration of this Agreement shall begin on the County’s Notice to Proceed and end June 30, 2024, provided that the Parties may extend the term by written Agreement.

2. Exhibit “B” is amended to replace page 4 of the exhibit entitled “Timetable and Compensation” with a revised table entitled “Time and Compensation Table for Details” attached hereto as Exhibit “1”.

3. Exhibit “B” is further amended to add the “Letter of Explanation” dated June 20, 2024 and attached hereto as Exhibit “2” as justification for the time extension and additional funds requested.

4. All other terms and conditions as provided in the Grant shall continue in full force and effect.

GRANT NO. G5401

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

[EXECUTION PAGES TO FOLLOW]

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GRANT NO. G5401

GRANTEE'S EXECUTION PAGE

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

GRANTEE:

SUSTAINABLE MOLOKAI
dba SUSTAINABLE MOLOKAI

By J Kaalekahi
(Signature)

Tehani Kaalekahi
(Print Name)

Executive Director
Its (Title)

June 21, 2024
Date

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GRANT NO. G5401

COUNTY EXECUTION PAGE

COUNTY OF MAUI:

By 
ALICE L. LEE
Its Council Chair

Date 06/25/2024

APPROVAL RECOMMENDED:

David Raatz Digitally signed by David Raatz
DN: cn=David Raatz, o=County of Maui, ou=Office of
Council Services, email=david.raatz@maui-county.us, c=US
Date: 2024.06.24 10:53:55 -10'00'

DAVID M. RAATZ
Director of Office of Council Services

APPROVED AS TO FORM
AND LEGALITY:

/s/ Michael J. Hopper

MICHAEL J. HOPPER
Deputy Corporation Counsel
LF2021-0817
Amd #1 G5401

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EXHIBIT "1"



PO Box 250, Kaunakakai, HI 96748

<http://www.sustainablemolokai.org>

Phone: (808) 560-5410

COUNTYWIDE CLIMATE CHANGE AND SEA LEVEL ADAPTATION AND RESILIENCY MASTER PLAN GRANT #G5401

D. TIME AND COMPENSATION TABLE FOR DETAILS (Extension Revision 4.21.23)

Event/ Deliverable	Estimated Date/ Deadline	Actual/ Completion Date	Amount to be Invoiced (to be paid within 30 days)	Actual Invoiced/ Date
NTP/Contract Start	July 1, 2021		\$0	\$0
Project Kickoff Meeting	July 29, 2021		\$0	\$0
Phase 1 – Identification of Stakeholders, Community Outreach, and Data Review				
Draft Work Plan	August 6, 2021		25% ADVANCE = \$125,000	
Stakeholder Master List & Outreach Program	Sept 30, 2021		\$0	\$0

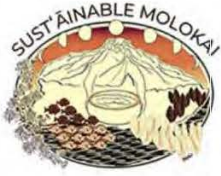
Quarterly Billing	Sept 30, 2021		\$0	\$0
Community Workshops #1	Nov 30, 2021	Nov 28, 2021	\$0	\$0
Written Summary of Workshops #1	Dec 24, 2021	Dec 31, 2021 (From Kasie's Email)	\$0	\$0
Phase 2 – Identification and Analysis of the most Critical CCSLAR Issues and Impact Areas for Coastal Molokai				
Community Sea Level Rise Walking Tour	February 28, 2022	April 29, 2022 (From Kasie's Email)	\$0	\$0
Community Workshops #2	March 30, 2022	April 29, 2022 (From Kasie's Email)	\$0	\$0
Written Summary of Workshops #2 & Priority Projects Identified	April 30, 2022	May 16, 2022 (From Kasie's Email)	~\$62,500	\$100,000 (4/1/22-billed 12/26/22)

Quarterly Billing	June 30, 2022	—	\$62,500	\$part of 100,000 (4/1/22-billed 12/26/22)
Phase 3 – Draft design strategies & cost estimates for the Mitigation of Priority CCSLAR Issues/Areas				
Priority Projects rough draft of designs and cost estimates	August 31, 2022	—	\$0	\$0
Quarterly Billing	September 30, 2022	Oct. 31, 2022 (pre-informed Kasie/OCS of delay)	\$62,500	100,000 (9/1/22-billed 12/26/22)
Quarterly Billing	December 31, 2022	—	\$62,500	(To be invoiced May 2023)
Phase 4 – Draft and Finalize Molokai CCSLAR Plan				
Rough Draft Plan/Report #1	January 31, 2023	January 30, 2023	\$0	—

Community Workshops #3	January 31, 2023	October-Nov 2023	\$0	—
Quarterly Billing	March 31, 2023	—	\$62,500	(To be invoiced May 2023)
Draft Plan/ Report #2	March 31, 2023	4/3/2023	\$0	—
ADDITIONAL-PRIORITY PROJECT FIELD INVESTIGATIONS (SEI)		JUNE 30, 2023		
ADDITIONAL-REVISION OF DRAFT MKK SLR VULNERABILITY ASSESSMENT REPORT (SEI)		JULY 31, 2023		
ADDITIONAL-Draft Plan/ Report #3		SEPT 30, 2023		
Community Workshops #4	April 30, 2023	OCTOBER 31, 2023	\$0	
Quarterly Billing	June 30, 2023		\$62,500	

Final Plan / Report	July 1, 2023	DEC 15, 2023	\$0	
Community Workshops #5	July 1, 2023	DEC 15 2023	\$0	
Total				
	ADDITIONA L SCOPE		\$50,000	

EXHIBIT "2"



PO Box 250, Kaunakakai, Hawaii 96748
www.sustainablemolokai.org

June 20, 2024

Director David Raatz
Office of Council Services
County of Maui

RE: LETTER OF EXPLANATION for G5401 Molokai Climate Change and Sea Level Rise Adaptation and Resiliency Plan

Aloha Director Raatz,

We are very appreciative of the assistance from you and Councilmember Keani Rawlins-Fernandez. Below, you will find the information requested regarding the contract extension and the additional \$50,000.

On April 21, 2023, Sust'ainable Molokai submitted a letter to OCS requesting a no-cost extension and an additional \$50,000 to complete the contract's scope of work. Both requests were later verbally approved.

The following was the explanation for the additional \$50,000 transmitted in that letter:

"The reasons for this request include the following: Through this process we have aimed to collaborate with other related, ongoing plans/projects happening simultaneously. As several of these other projects have been delayed due to the COVID Pandemic, they have only recently progressed to directly inform and impact this project.

Based on this collaborative work and related discussions, we have recently come to the conclusion that there are **three additional Project Priority Sites** that need to be incorporated into this plan. These were identified in the Moloka'i CCSLAR: ROUGH DRAFT, March 31, 2023, the most recent deliverable.

In order to create a fully comprehensive plan for Molokai, we would like to request additional time and resources to be able to flesh out and incorporate ongoing findings of these other planning processes (Molokai Wetlands Partnership's: A Prioritization Plan for Coastal Wetland Restoration on Moloka'i, DHHL's: Building Community Resilience for Moloka'i Coastal Homestead, CoM: CARPAC, etc.), which are ongoing now and directly related to and impact this planning process & Priority Project Areas.

In addition to a six-month extension, we would like to request an additional \$50,000 for additional field investigations, revisions to the engineer analysis and designs, and an additional Draft Plan/Report #3."

The letter also included an attachment entitled, "*D. Time & Compensation Table (Extension Revision 4.21.23)*." This outlined our Quarterly Billing Schedule with upcoming billings scheduled for June 30, 2023 and the Additional Scope of \$50,000 scheduled after the Final Plan/Report and Community Workshop #5, which was the final deliverable. .

During this time period, our Director of Finance, who was responsible for billings, experienced a medical emergency, which required a sudden leave of absence. Thus, our scheduled billings from December 2022 through June 30, 2023 were not submitted. The placement of the \$50,000 billing after the June 30th date, coupled with the understanding that our six-month extension to December 2023 had been approved, led us to believe that we were still within our contracted time.

On October 18, 2023, correspondence with OCS regarding billing, we learned that the extension for grant agreement G5401 was not recorded, and the contract ended on the original date, July 1, 2023. This left \$250,000 worth of invoices outstanding.

As a small, community nonprofit, not receiving payment on these invoices would jeopardize our operations and ability to serve the Molokai community, as we have done all these years. On behalf of our community, mahalo for all your help.

Sincerely,

A handwritten signature in black ink, appearing to read "Tehani Kaalekahi".

Tehani Kaalekahi
Executive Director