

MICHAEL P. VICTORINO
Mayor



KAY FUKUMOTO
Economic Development Director
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OFFICE OF THE MAYOR

COUNTY OF MAUI
OFFICE OF ECONOMIC DEVELOPMENT
2200 Main Street, Suite 305
WAILUKU, MAUI, HAWAII 96793

February 10, 2020

Ms. Michele M. Yoshimura *MJ*
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Michael P. Victorino 2/10/20
Mayor Date

For Transmittal to:

Honorable Alice L. Lee, Chair
and Members of Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Lee and Members:

SUBJECT: GRANT RENENUE – OFFICE OF ECONOMIC
DEVELOPMENT – HTA COUNTY PRODUCT ENRICHMENT
PROGRAM

In accordance with Ordinance No. 4988, Bill 36 (2019) Fiscal Year 2020 Budget, we are hereby transmitting to you a copy of Supplemental No 3 to Memorandum of Understanding No. 17007 from the State of Hawaii-Hawaii Tourism Authority. Award totaling \$100,000.00 for calendar year 2020.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at Ext. 7224.

Sincerely,

Kay S. Fukumoto

Kay S. Fukumoto
Office of Economic Development-Director
Director

Attachments

COUNTY COMMUNICATION NO. 20-125

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2020 FEB 13 AM 9:47
OFFICE OF THE
COUNTY CLERK



SUPPLEMENTAL NO. 3 TO MEMORANDUM OF UNDERSTANDING NO. 17007

This Supplemental Memorandum of Understanding ("MOU") No. 3, executed on the respective dates indicated below, is effective as of the date of execution ("EFFECTIVE DATE"), between the Hawaii'i Tourism Authority, State of Hawaii'i ("STATE"), by its President And Chief Executive Officer (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 1801 Kalākaua Avenue, Honolulu, Hawaii'i 96815, and the County of Maui ("COUNTY" or "CONTRACTOR"), a political division of the State of Hawaii'i whose principal place of business is [4444 Rice Street, Lihu'e, Hawaii'i 96766]2200 Main St., Suite 305, Wailuku, HI 96793.

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into MOU No. 17007 dated December 29, 2016, which was amended by Supplemental MOU No(s). 1 dated February 12, 2018, which was amended by Supplemental MOU No(s). dated , which was amended by Supplemental MOU No(s). dated (hereafter collectively referred to as "MOU"), whereby by CONTRACTOR agreed to provide the goods or services, or both, described in the MOU; and

B. WHEREAS, the parties now desire to amend the MOU.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the MOU as follows: (Check applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the MOU.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the MOU.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the MOU.
Amend the SPECIAL PROVISIONS according to the terms and conditions set forth in Attachment-S4, which is made a part of the MOU.

A Certificate of Vendor Compliance from the State of Hawaii'i is not required to be submitted to the STATE prior to commencing any performance under this Supplemental MOU.

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

[SIGNATURE PAGE FOLLOWS]

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GENERAL - COMMERCE

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ATTORNEY

IN WITNESS WHEREOF, the parties hereto have executed and made effective this MOU on the day, month, and year of the most recent signature date below.

HAWAI'I TOURISM AUTHORITY:

Approved as to Form:

By 
Deputy Attorney General

By 
(Signature)

Chris Tatum
(Print Name)

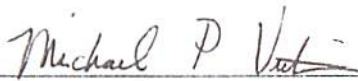
Its CEO
(Title)

Date 1/24/20

COUNTY OF MAUI

Approval Recommended:

By 
Economic Development Director

By 
(Signature)

MICHAEL P. VICTORINO
(Print Name)

Its MAYOR
(Title)

Approved as to form and legality:

By 
Deputy Corporation Counsel
County of Maui

Date 1-10-2020



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Hawaii)
) SS.
)
COUNTY OF Maui)

On this 10th day of January, 2020 before me appeared Michael P. Vekaino and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/ar _____ and _____ of Maui County of Maui, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.



Michelle L. Santos
(Signature)

MICHELLE L. SANTOS

(Print Name)

Notary Public, State of Hawaii
My commission expires: 12-3-21

Doc. Date: Undated # Pages: 12
Notary Name MICHELLE L. SANTOS and Circuit _____
Doc. Description: Supplemental No. 3 to
memorandum of understanding
No. 17007

Michelle L. Santos 1-10-2020
Notary Signature Date

NOTARY CERTIFICATION



SCOPE OF SERVICES

Attachment S1 of the primary MOU effective December 29, 2016 (MOU No. 17007) is hereby amended by striking through and deleting the phrases in brackets and adding the underlined phrases as follows:

A. Scope of Services. The COUNTY shall:

1. As further described herein, COUNTY shall provide technical assistance to ^{JS} ~~support~~ applicants HTA's request for proposals solicitation for the 2017, 2018, ^{JS} ~~and~~ 2019 and 2020 Kukulū Ola, Aloha 'Āina, and Community Enrichment Program (cumulatively referred to herein as "PROGRAMS") and to evaluate the selected programs, projects and events awarded contracts pursuant to the solicitation through the submission of monthly evaluation reports, site visits, and providing a final report of any recommendations.
2. Meet and consult with HTA to obtain training on ~~the COUNTY'S efforts to assist in HTA's implementation of the PROGRAMS~~ ^{JS} how the HTA would like the COUNTY to assist RFP applicants, and how to evaluate the awarded projects.
3. ^{JS} ~~Provide~~ COUNTY personnel primarily responsible for directing and supervising the scope of services under this contract and shall have the following experience:
 - a. At least three years in economic development, preferably community economic development;
 - b. Excellent oral and written communication skills;
 - c. Demonstrated knowledge of marketing and business feasibility research and analysis;
 - d. Demonstrated knowledge of phases of marketing, including product development, sales, advertising and promotion, and distribution structure;
 - e. Familiar with governmental organization and programs as they relate to business and economics;
 - f. Demonstrated knowledge of issues pertaining to the areas of community based economic development, natural resources, tourism,

- and Hawaiian cultural programs, provided that if the personnel has not directly work in any one of these areas, the personnel shall know who in the COUNTY or community to seek and obtain such knowledge; and,
- g. Independently performs a full range of program planning, development and evaluation activities.
4. Adhere to the PROGRAMS criteria and guidelines established by HTA and outlined in the respective RFPs which are incorporated by reference.
 5. Provide technical assistance to applicants seeking to submit proposals in response to the HTA's request for proposals solicitation for the PROGRAMS ("RFP"). Technical assistance, shall include but not be limited to:
 - a. Provide technical, procedural, and non-substantive guidance to an applicant desiring to submit a proposal or application in response to the RFP that may be related to the any of the respective PROGRAMS;
 - b. Assist individual applicants and provide guidance in the completion of a proposal or application in response to the RFP.
 6. Assist in the promotion of the PROGRAMS and solicitation process described in the RFP.
 7. Attend all workshops provided by HTA to provide support for potential applicants interested in submitting a proposal or application in response to the RFP (Contractors informational Briefings (2), RFP Informational Briefings (2), Capacity Building Workshops (1)).
 8. Actively identify and recruit new applicants to submit a proposal or application in response to the RFP. Persons assigned by COUNTY to provide technical assistance, as a result of their involvement will not be serving as voting members of any RFP evaluation committees associated with the PROGRAMS, but will be present during evaluator reviews to answer any questions from the committee regarding the needs of the community and past performance of the respective event being proposed.
 9. Provide a work plan regarding the evaluation of the PROGRAMS, including but not be limited to a timeline for providing any periodic evaluation of each individual project or event within Kūkulu Ola, Aloha 'Āina, and Community Enrichment programs (PROGRAMS) and a monthly and final evaluation report

JS

regarding the scope of services provided under this MOU²⁷ ~~(contract)~~, that will be due for HTA's prior approval no later than December 16, 2016 for initial MOU and March 31, 2018 for Supplemental 1 to this MOU, ²⁷ ~~and~~ March 31, 2019 for Supplemental 2 to this MOU and March 31, 2020 for Supplemental 3 to this MOU. ²⁷

10. Complete and provide a final evaluation report for each project or event within the PROGRAMS by utilizing the HTA's evaluation form ~~[and must be provided to HTA]~~ ²⁷ within two (2) weeks ~~[after]~~ ²⁷ of the completion of a project or event. For Kūkulu Ola and Aloha 'Āina projects that have ongoing programming, two periodic evaluations are required for each project – one between the months of January through June and another one between the months of July and December ~~[For projects or events that have ongoing programming and do not have a concluding event, a periodic evaluation should be conducted after at least three quarters of the activities have been completed and]~~ ²⁷ are due two (2) weeks after a site visit or interview with the project or event organizer has been conducted.
11. If applicable, coordinate and facilitate quarterly site visits with HTA of projects or events under the PROGRAMS. STATE will make its own travel arrangements for CONTRACTOR at STATE's expense, including but not limited to flights and accommodations.
12. Provide a monthly evaluation report to HTA, due not later than the fifth business day of each month, that shall include but not be limited to:
 - a. A completed evaluation form provided by HTA;
 - b. Update on any programs and/or organizations assisted by the COUNTY;
 - c. Identification of any potential new applicants; and
 - d. Identification of any issues and resources needed for capacity building and technical assistance.
13. Complete and provide a final evaluation report ~~[to the HTA]~~ ²⁷ of the three PROGRAMS upon the completion of every project or event ~~[conducted under the PROGRAMS]~~ ²⁷. The format and content of the final written evaluation report shall be provided by HTA to the COUNTY. The final evaluation report for the PROGRAMS shall be due on March 31, 2018 for the 2017 programs, March 31,

2019 for the 2018 programs, ^{JK} ~~and~~ March 31, 2020 for the 2019 programs and
March 31, 2021 for the 2020 programs. JK

14. Provide a representative for the COUNTY to serve as a member of an evaluation committee established by the HTA to evaluate the various proposals or applications submitted in response to the RFP, provided that the representative shall not have participated, directly or indirectly, in the solicitation of proposals from any offeror or applicant, or may in any manner have engaged in any activity or conduct that will provide an appearance of any conflict of interest when evaluating said proposals or applications. If COUNTY representative must travel to fulfill this condition, STATE will make travel arrangements at STATE's expense for such COUNTY representative, including but not limited to flights and accommodations, as necessary.
15. Provide the services described in sections 1-14 above to support HTA's request for proposals solicitation for the 2018, ^{JK} ~~and~~ 2019 ^{JK} and 2020 ^{JK} PROGRAMS [Kūkulu Ola, Aloha 'Āina, and CEP Programs] and as clarified in the redlines of the previous paragraphs.
- ^{JK} 16. COUNTY shall comply with all provisions of the COUNTY and STATE Ethics codes in its performance of obligations under this MOU.

B. SUPPLEMENTAL 3:

17. The additional \$30,000 is to be used to fund a County of Maui personnel based on Moloka'i to evaluate the 2020 Moloka'i PROGRAMS' projects and provide technical assistance to potential 2021 PROGRAMS RFP applicants. In addition, the personnel will serve as the coordinator to work with HTA in the development of Moloka'i's Tourism Strategic Plan. Work to include, but not limited to, setting up and attending meetings regarding the Moloka'i Tourism Strategic Plan, assist in the development of the Moloka'i Tourism Strategic Plan RFP, and coordinate community outreach efforts to bring about community participation in the planning process. JK

[END SCOPE OF SERVICES. ATTACHMENT S2 "COMPENSATION AND PAYMENT SCHEDULE"
FOLLOWS]

COMPENSATION AND PAYMENT SCHEDULE

Attachment S2 of the primary MOU effective December 29, 2016 (MOU No. 17007) is hereby amended by striking through and deleting the phrases in brackets and adding the underlined phrases to read as follows:

C. COMPENSATION AND METHOD OF PAYMENT SCHEDULE. The total compensation for services to be provided by the COUNTY under this MOU shall be the total sum of money not to exceed ²⁷ ~~(SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00))~~ ~~(ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00))~~ [TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00)] THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$310,000.00),²⁸ tax inclusive, and is subject to the availability of funds. Payment shall be made and transferred by the HTA to the COUNTY in accordance with paragraph 17 of the "General Conditions," attached hereto and made a part of this MOU, and shall be subject to the following provisions:

1. An amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) within thirty (30) days after the full execution of this MOU, provided the COUNTY has received a notice to proceed from the HTA and upon the HTA's prior receipt and approval of the following:
 - a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY requesting payment; and
 - b. A budget of how the total funds provided under this MOU will be used and the COUNTY personnel assisting or performing the services under this MOU.
2. An amount not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the complete and satisfactory completion of the scope of services described in this MOU and HTA's prior receipt and approval of:
 - a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY;

- b. A final evaluation report after the satisfactory completion of the entire scope of services as described in this MOU; and
 - c. The satisfactory completion of services in accordance with this MOU and as determined by the HTA.
- 3. For the 2018 PROGRAMS: An amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) within thirty (30) days after the full execution of this MOU Supplemental 1, provided the COUNTY has received a notice to proceed from the HTA and upon the HTA's prior receipt and approval of the following:
 - a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY requesting payment; and
 - b. A budget of how the total funds provided under this MOU will be used and the COUNTY personnel assisting or performing the services under this MOU.
- 4. For the 2018 PROGRAMS: An amount not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the complete and satisfactory completion of the scope of services described in this MOU Supplemental 1 and HTA's prior receipt and approval of:
 - a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY; and
 - b. A final evaluation report after the satisfactory completion of the entire scope of services as described in this MOU Supplemental 1; and
 - c. The satisfactory completion of services in accordance with this MOU Supplemental 1 and as determined by the HTA.
- 5. For the 2019 PROGRAMS: An amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) within thirty (30) days after the full execution of this MOU Supplemental 2, provided the COUNTY has received a notice to proceed from the HTA and upon the HTA's prior receipt and approval of the following:

- a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY requesting payment; and
 - b. A budget of how the total funds provided under this MOU will be used and the COUNTY personnel assisting or performing the services under this MOU.
6. For the 2019 PROGRAMS: An amount not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the complete and satisfactory completion of the scope of services described in this MOU Supplemental 2 and HTA's prior receipt and approval of:
- a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY; and
 - b. A final evaluation report after the satisfactory completion of the entire scope of services as described in this MOU Supplemental ~~1~~²; and
 - ~~c.~~^{xx} The satisfactory completion of services in accordance with this MOU Supplemental ~~1~~² and as determined by the HTA.

~~7.~~^{xx} For the 2020 PROGRAMS: An amount not to exceed NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) within thirty (30) days after the full execution of this MOU Supplemental 3, provided the COUNTY has received a notice to proceed from the HTA and upon the HTA's prior receipt and approval of the following:

- ~~a.~~^{xx} An invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY requesting payment; and
- ~~b.~~^{xx} A budget of how the total funds provided under this MOU will be used and a list of the COUNTY personnel assisting or performing the services under this MOU.

~~8.~~^{xx} For the 2020 PROGRAMS: An amount not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the complete and satisfactory completion of the scope of services described in this MOU Supplemental 3 and HTA's prior receipt and approval of:

- JS* a. An invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY; and
- JS* b. A final evaluation report after the satisfactory completion of the entire scope of services as described in this MOU Supplemental 3; and
- c. The satisfactory completion of services, as determined by the HTA, in accordance with this MOU Supplemental 3. *JS*

7.9. *JS* The COUNTY shall submit to the HTA all requested reports, including any periodic evaluation report for each project or event, and its progress reports and annual final written report of the work performed by COUNTY under this MOU, detailing activities and use of funds with certification by the COUNTY that all the work for which funds were utilized were performed in accordance with this MOU.

8.10. *JS* Progress payments shall not be construed as final acceptance of services required under this MOU. The COUNTY acknowledges and agrees to perform all services in accordance with this MOU for a total sum of money not to exceed *JS* ~~SEVENTY THOUSAND AND NO/100 (\$70,000.00)~~ ~~ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)~~ ~~TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00)~~ *JS* THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$310,000.00) tax inclusive, as specified above, subject to the availability of funds.

[END COMPENSATION AND PAYMENT SCHEDULE. ATTACHMENT S3 "TIME OF PERFORMANCE" FOLLOWS]

TIME OF PERFORMANCE

Attachment S3 of the primary MOU effective December 29, 2016 (Contract No. 17007) is hereby amended by striking through and deleting the phrases in brackets and adding the underlined phrases to read as follows:

- B. TIME OF PERFORMANCE. Performance of the scope of services by the COUNTY shall commence on the effective date of this MOU and all goods and services required under this MOU shall be completed by March 31, 2018 for the initial term of the MOU, by March 31, 2019 for the Supplemental 1 term of the MOU, ~~and~~^{HS} by March 31, 2020 for the Supplemental 2 term of the MOU, and by March 31, 2021 for the Supplemental 3^{HS} term of the MOU unless this MOU is sooner terminated as provided herein; provided that the HTA has the sole discretion to extend this MOU until no later than March 31, 2020~~[by the exercise of the following][two (2)][one (1) one-year option periods]: [April 1, 2018 to March 31, 2019, and][April 1, 2019 to March 31, 2020].~~^{HS}

[END OF TIME OF PERFORMANCE]

[END OF CONTRACT]