

**GRANT AGREEMENT FOR DEVELOPING IMPROVED WILT RESISTANT ACACIA KOA
FOR MAUI WATERSHED RESTORATION AND REFORESTATION
BETWEEN THE COUNTY OF MAUI AND THE HAWAII AGRICULTURE RESEARCH CENTER**

THIS AGREEMENT made and entered this 22nd day of September, 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 HAWAII AGRICULTURE RESEARCH CENTER, a non-profit organization, (hereinafter "HARC"), whose principal place of business is 92-1770 Kunia Road, Kunia, Hawaii 96759 and mailing address is P. O. Box 100, Kunia, Hawaii 96759.

WITNESSETH:

- WHEREAS:** Acacia Koa is Hawaii's largest native tree which provides habitat for many native birds, insects and plants, some of which are endangered;
- WHEREAS:** with major land use change and decline in sugarcane, pineapple and cattle production, there is an opportunity and keen interest in utilizing native koa in reforestation and restoration efforts, especially in watershed rehabilitation;
- WHEREAS:** many landowners/managers are reluctant to reforest with koa in many eco-regions due to moderate to high mortality rates in many plantings;
- WHEREAS:** the primary cause of mortality, particularly in young plantings, is koa wilt disease, caused by *Fusarium oxysporum* f. sp. koae (FOXY). Identifying and developing koa populations that are genetically resistant to virulent strains of FOXY may be the key to successful koa reforestation and restoration;
- WHEREAS:** HARC has worked with DWS in FY 2012 – 2016 to develop the network of sites on Maui and establish wilt resistant koa seed orchards in multiple eco-regions;
- WHEREAS:** the reintroduction of koa on a landscape level will directly benefit the long-term sustainability of Maui County's water supply;
- WHEREAS:** the Leeward Haleakala Watershed Restoration Partnership has prepared a restoration plan for its partners' 43,175 acre- land which includes among others the establishment of small local forest hard wood industry and other culturally appropriate uses that do not damage the watershed; and
- WHEREAS:** benefits of this project may include reclamation of abandoned agricultural land dominated by invasive weed species, increased habitat for native wildlife, improved watershed health, increased fog drip, soil moisture, and recharge, while decreasing soil erosion.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the DWS and HARC 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", and shall provide payment of up to \$68,000.00 to HARC 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. HARC Responsibilities:

HARC 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. Enhance productivity of existing wilt resistant koa plantings in the following locations:
 - Haleakala Ranch – windward (1 – 2 acres)
 - Kula Forest Reserve – Department of Fish and Wildlife (DOFAW) (1 – 2 acres)
 - Ulupalakua Ranch
 - Haleakala Ranch - leeward (3.5 acres)
 - Haleakala Ranch – Silviculture Demo (10 acres)
 - Maui Watershed Partners – new location (5+acres)
2. Recollect seed from wilt resistant mother trees.
3. Collect seed from new koa populations.
4. Screen seeds for wilt resistance.
5. Establish new koa planting sites with watershed partners – wilt resistant operational demonstration project.
6. Conduct on-site field day at koa reforestation project.

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

Stephanie A. Whalen, Executive Director
Hawaii Agriculture Research Center
P O Box 100
Kunia, Hawaii 96759

III. Payment:

- A. Payment shall be made by DWS to HARC 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 the 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 all work deliverables as indicated in the proposal.
- F. The HARC 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. 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:

HARC shall be responsible for all damages, injury, or death caused by the HARC officers, employees, volunteers and agents, in the course of their services and activities under this Agreement. To the extent permitted by law, HARC 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 HARC, its officers, employees, volunteers or agents, occurring during or in connection with the performance of the HARC's services or activities under this Agreement. HARC 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. The HARC obligations under this section shall survive and shall continue to be binding upon the HARC 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.), HARC 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:

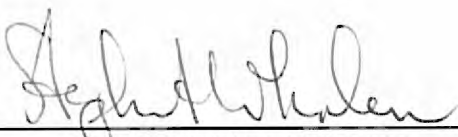
"A" - FY 2017 Proposal from Hawaii Agriculture Research Center

"B" - General Terms and Conditions – DWS Grants

COUNTY:
COUNTY OF MAUI


By 
ALAN. M. ARAKAWA
Mayor

GRANTEE:
HAWAII AGRICULTURE RESEARCH CENTER

By 
STEPHANIE A. WHALEN
Executive Director

By 
DAVID H. KULA
Controller

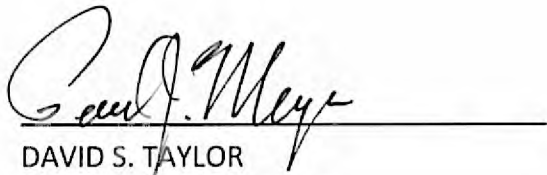
APPROVAL RECOMMENDED:



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 22nd day of September, 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.



Notary Public, State of Hawaii
Kelii P. Nahooikaika
 Print Name KELII P. NAHOOIKAIKA
 My commission expires: 4.30.18

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>9.22.16</u>	# Pages:	<u>34</u>
Notary Name:	<u>KELII P. NAHOOIKAIKA</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Hawaii Agriculture</u>		
	<u>research grant agreement for developing improved wilt resistant acacia koa for</u>		
	<u>maui watershed restoration, reforestation</u>		
Notary Signature:	<u>Kelii P. Nahooikaika</u>		
Date:	<u>9.22.16</u>		



STATE OF HAWAII)
) SS.

CITY AND COUNTY OF HONOLULU)

On this 2nd day of September, 2016, before me personally appeared Stephanie A. Whalen and David H. Kula, 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.

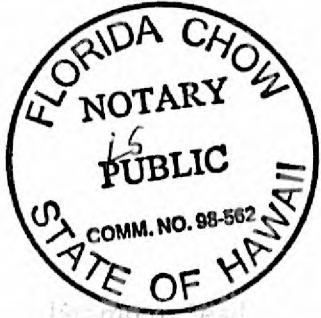
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name: Florida Chow

My commission expires: Nov. 1, 2018

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	Not dated at time of notary	# Pages:	34
Notary Name:	Florida Chow	Judicial Circuit:	First circuit
Doc. Description:	GRANT AGREEMENT FOR DEVELOPING IMPROVED WILT RESISTANT ACACIA KOA FOR MAUI WATERSHED RESTORATION AND REFORESTATION BETWEEN THE COUNTY OF MAUI AND THE HAWAII AGRICULTURE RESEARCH CENTER		
Notary Signature:	<i>Florida Chow</i>		
Date:	9/2/16		



Proposal
To
Maui County
Department of Water Supply

From
Nick Dudley
Hawaii Agriculture Research Center
P.O. Box 100
Kunia, HI 96759

**Developing Wilt Resistant *Acacia koa* for Maui Watershed Restoration and
Reforestation**

FY2017

A. Project Background

In Hawaii, koa (*Acacia koa*) is a valuable tree species economically, ecologically, and culturally. Koa's natural distribution ranged from lowland to montane areas and dry to wet forests. As Hawaii's largest native tree, koa provides habitat for many native birds, insects and plants, some of which are endangered. Koa is also the primary nitrogen fixing species in native forest ecosystems. With major land use change and declines in sugarcane, pineapple, and cattle production, there is an opportunity and keen interest in utilizing native koa in reforestation and restoration efforts, especially in watershed rehabilitation. However, moderate to high mortality rates in many plantings have impeded past efforts. Currently, many landowners/managers are reluctant to reforest with koa in many eco-regions due to high mortality rates. The primary cause for this mortality is koa wilt, caused by *Fusarium oxysporum* f.sp. *koae*.

The reintroduction of koa on a landscape level will directly benefit the long-term sustainability Maui County's water supply. Koa forests provide opportunity and incentive to remove/control invasive and exotic plant species that are less effective in recharging aquifers. The introduction of koa forests in pasture/grazing lands will improve fog intercept and therefore increase water supply. Additionally, koa forests will also help to improve water infiltration rates. Native koa forests are better suited for watershed restoration than other exotic species, as they are locally adapted, non-invasive and utilize water more efficiently. Without wilt resistant koa seed, Maui landowners/managers will remain unable to efficiently utilize koa in many of their watershed restoration and reforestation efforts.

Research has shown that natural genetic resistance to koa wilt exists in wild populations and that the frequency of resistance can be increased through selection and breeding. Hawaii Agriculture Research Center (HARC), in collaboration with the USDA-Forest Service, has developed a screening protocol that can quickly assess koa seedlings for resistance to koa wilt. Specifically, this project will use HARC's methods to identify resistant koa seed sources for use in watershed reforestation and restoration on Maui.

HARC has worked with the MDWS in FY2012-FY2016 to develop a network of sites on Maui and establish wilt resistant koa seed orchards in multiple eco-regions. Upon maturity (3-5 years after establishment), the seed orchards will provide large quantities of locally adapted, wilt resistant koa seed for distribution to various restoration and reforestation projects on Maui. During FY2012-FY2016, HARC and partners installed three wilt resistant koa plantings on Maui. In FY2015 and FY2016, the growth performance of the trials was measured and families with superior growth characteristics were identified. For the first time, we now have wilt resistant, superior koa families from specific ecoregions on Maui. The results of these plantings are encouraging and were the basis for installing a 10-acre silvicultural

demonstration planting on the property of Haleakala Ranch (Leeward Haleakala Watershed Partnership participant).

The FY2017 objectives are the logical progression of this multi-year project, and are critical to meeting the overall goals of reintroducing koa across the landscape. The project is continuing to grow and the scale is increasing annually. The results of this project will provide landowners/managers an incentive to modify their land use practices in a way that will directly enhance water recharge through decreased runoff, increased infiltration and increased cloud/mist capture.

HARC is a nonprofit organization (501c3) with a mission to support a viable agricultural sector by researching and applying relevant science and technology to achieve practical solutions and by identifying new agricultural opportunities. HARC has a long history working on watershed restoration, dating back over 100 years. HARC works extensively with koa due to importance as a keystone native forests species and koa forests' ability to enhance watershed health.

B. FY 2017 Project Goals and Objectives:

The long-term goal of this project is to provide landowners/managers with an effective tool for managing koa wilt disease in their efforts to restore/reforest Maui watersheds. The development of seed sources that are genetically resistant to koa wilt would remove a major obstacle in utilizing this native keystone species. The short-term benefits include the areas reforested with koa during the project. Additional short-term benefits include the training of Maui based contractors/field crews in koa forestry practices (site preparation, weed management, fertilization etc.). Building local capacity in forestry management practices will increase efficiency/effectiveness of watershed restoration on Maui. The koa plantings will also serve to demonstrate the value of utilizing disease resistant koa seed sources and the value of proper silviculture. The project leverages over \$600,000 of federal and private funding invested in HARC's program to develop wilt resistant koa. The project funds will be matched directly on a 1:1 basis, therefore providing value for MDWS and project partners. The FY2017 project will build on the work performed during FY2012-2016 MDWS. The FY2017 project funds will be used to cover eight primary objectives:

- 1:** Post-planting care at the 5 koa forestation sites in Kula Forest Reserve, Haleakala Ranch (windward), Haleakala Ranch (leeward) and Ulupalakua Ranch.
- 2:** Continue to recollect seed from wilt resistant mother trees identified from previous screening work to enhance koa seed bank for future restoration efforts. Seed collection will focus on trees shown to have superior growth characteristics in the plantings referenced in objective 1.
- 3:** Collect seed from new koa populations on Maui that are unrepresented and previously not collected, (*e.g.* Leeward Haleakala). Partners will provide access to the koa populations.
- 4:** Screen newly collected seed sources for wilt resistance.
- 5:** Provide wilt resistant seed and technical assistance to Maui Watershed partners to reforest/restore five or more acres using local populations of wilt resistant koa.
- 6:** Host a field day with Maui Ranchers, landowners/managers, and other interested parties.

Location and size of project area

Existing Resistant Koa site locations to be managed:

- | | |
|--------------------------------------|-----------|
| 1. Haleakala Ranch (windward) | 1-2 acres |
| 2. Kula Forest Reserve (DOFAW) | 1-2 acres |
| 3. Ulupalakua Ranch | |
| 4. Haleakala Ranch (leeward) | 3.5 acres |
| 5. Haleakala Ranch Silviculture Demo | 10 acres |

New Disease Resistant koa planting locations

- | | |
|----------------------------|----------|
| 1: Maui Watershed Partners | 5+ acres |
|----------------------------|----------|

The areas incorporated in the project are all on the property of Maui Watershed Partners. The areas were previously non-native grass pasture and gorse/black wattle infested. Conversion to koa forests enhances the available and clean water supply through increased fog capture and water infiltration.

D. Scope of work

The scope of this project is designed to provide land owners/managers the opportunity to confidently include disease-resistant koa plantings in their reforestation and/or restoration projects, resulting in ecological, economical, and cultural benefits. Currently, many landowners/managers are reluctant to reforest with koa in many eco-regions due to high tree mortality from koa wilt disease. Koa forests provide opportunity and incentive to remove/control invasive and exotic plant species that are less effective in recharging aquifers. The introduction of koa forests in pasture/grazing lands will improve fog intercept and therefore increase water supply. Additionally, koa forests will also help to improve water infiltration rates. Native koa forests are better suited for watershed restoration than other exotic species, as they are locally adapted, non-invasive and utilize water more efficiently. HARC's work has shown that natural resistance to koa wilt exists in wild populations and that the frequency of resistance can be increased through selection and breeding. HARC has developed a screening protocol that can quickly assess koa seedlings for wilt resistance. We plan to manage existing wilt resistant plantings on Maui for seed production and expand into new regions on Maui in order to provide sufficient plant material for increasing demand for reforestation and restoration.

In previous years, five wilt resistant koa sites were established on Maui and the sites are progressing well. The activities proposed for FY17 are the next logical step in this long-term project. The project is cost effective for MDWS as it leverages over 20 years of research and

support from the US Forest Service. Additionally, The US Forest Service provides technical support to ensure the project is practical and well organized. The technical aspects utilized in this project were developed in conjunction with worldwide experts in Forest Pathology and the methods utilized been published in peer viewed scientific journals. The project includes a public outreach and education component (objective 6) to encourage additional Maui landowners and managers to reforest with koa.

Requested funds will be utilized to maintain the sites and to manage for seed production. Invasive weed management, fertilization and silvicultural care are needed to reduce competition and enhance survival and growth.

Partners will provide land for koa reforestation/restoration plantations; they will also provide access to native forests, site preparation, invasive species control, and post-planting evaluations. Some partners will also provide technical expertise for various aspects of the project.

E. Timeline

Description of Deliverable	Expected amount of time to complete	Timeframe
1: Post planting care of existing sites	4 times per year, per site	November 2016 – October 2017
2: Recollect from wilt resistant koa trees	3 days per month for 3 months	November 2016 – January 2017
3: Collect seed from new populations	1 week per month for 3 months	November 2016 – January 2017
4: Screen seed for wilt resistance	4 months	February 2017 – June 2017
5: New Plantings with Watershed partners	3 days per month for 6 months	November 2016 – April 2017
6: Outreach Field Days	3 days	Year round
Reporting	½ day per month	November 2015 – October 2016

F. Project Deliverables:

Task	Deliverable	Measure of Success
1: Post planting care of five existing sites on Maui	Enhanced productiivity of existing wilt resistant koa plantings	Control of invasive plants and seedling evaluation data (survival and growth rates)
2: Recollect from wilt resistant koa trees	Seed collected	The number of wilt resistant mother trees recollected and the amount of seed collected from each
3: Collect seed from new populations	Seed collected	The number of new mother trees collected from and the amount of seed collected from each tree
4: Screen seed for wilt resistance	Identification of wilt resistant koa families	The number of families screened for wilt resistance and the number of wilt resistant families identified
5: Establish new koa planting with Watershed Partners	Wilt resistant operational koa forestry demonstration project	The success will be measured by the growth and survival performance of the planting
6: Outreach	On site field day at koa reforestation project	The number of people in attendance at field days



County of Maui
Department of Water Supply

FORM 4.2

Watershed Protection Grant Program

Fiscal Year 2017

Project Budget Summary

Organization Name HARC

Expense Categories	Amount Requested	Matching Funds	Total Budget
A. Personnel (Payroll taxes & fringes)	\$25,800	\$52,800	\$78,600
B. Transportation (e.g. fuel, etc)	\$1,000	0	\$1,000
C. Contractual (e.g. helicopter)	\$25,000	0	\$25,000
D. Utilities (e.g. telephone/cell, water electricity, etc)	\$1,000	\$1,000	\$2,000
E. Travel	\$3,500	\$2,000	\$5,500
F. Field crew costs	0	0	0
G. Supplies, materials & equipment	\$1,500	\$2,000	\$3,500
H. A&O Costs (15% of total grant amount)	\$10,200	\$10,200	\$20,400
I. Other Costs	0	0	0
Total	\$68,000	\$68,000	\$136,000



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

A. PAYROLL COSTS

Organization Name HARC

Position Name/Title List by position and % of 40 hour week	Salary	Amount Requested
HARC Forester, 18% FTE	\$75,000	\$13,250
HARC Technician, 14% FTE	\$35,000	\$4,920
Payroll Taxes		\$1,725
Fringes and Benefits		\$5,905
Total		\$25,800

Narrative Description (project responsibility by position/title):

The HARC Forester, Nick Dudley, will oversee all aspects of the project including coordinating with partners, seed collections, selection of wilt resistant families, seedling production, seedling establishment, site maintenance and reporting. The HARC technician will assist in the completion of the project. The technician will work directly under the supervision of the HARC Forester and will assist in all aspects of the project including: seed collection, seed processing, seedling production, wilt screening trials, database management, and data entry. HARC's fringe benefit rate is 32.5% and payroll tax is 9.5% of salaries.



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

B. TRANSPORTATION COSTS

Organization Name HARC

Breakdown of Expense	Amount Requested
Gas/fuel	\$1,000
Total	\$1,000

Narrative Justification:

The requested funds will be utilized to cover gas expenses for travel to koa populations for seed collection and to sites for seedling establishment and maintenance



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

C. CONTRACTUAL SERVICES
(e.g. helicopter, etc.)

Organization Name HARC

Breakdown of Expense	Amount Requested
Maui contractor for seed collection, site preparation, establishment and maintenance	\$25,000
Total	\$25,000

Narrative Justification:

The requested funds will be used to hire a Forestry Restoration contractor located on Maui to assist with expanding the Koa Network. The restoration technician will be responsible for assisting the project manager with: exclosure buildouts, locating and collecting koa seed, installing new plantings, data collection and site maintenance (weed control, fertilization, pruning etc.). The funding would leverage matching contributions from project partners. Furthermore, it will assist in building local, on-island capacity to grow the koa project network of sites and increase project efficiency.



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

D. UTILITIES

Organization Name HARC

Breakdown of Expenses	Amount Requested
Telephone (Land line)	
Telephone (cell)	
Water	
Electricity	\$1,000
Total	\$1,000

Narrative Justification:

The requested funds will be used to cover a portion of HARC's electric bill at Maunawili. The electricity is imperative to the project because it will be used to pump water at Maunawili for seedling production and disease screening trials.



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

E. TRAVEL

Organization Name HARC

Breakdown of Expenses (e.g. airfare, lodging, etc.)	Amount Requested
Airfare	\$2,000
Lodging	\$500
Other	\$1,000
Total	\$3,500

Narrative Justification:

The requested funds will be used for travel between Oahu and Maui. The funds will be used to cover the costs of ten trips to Maui. Other expenses include, parking and car/truck rental.



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

F. FIELD CREW COSTS

Organization Name HARC

Breakdown of Expenses	Amount Requested
N/A	\$0
Total	\$0

Narrative Justification:
N/A



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

G. SUPPLIES, MATERIALS & EQUIPMENT

Organization Name HARC

Breakdown of Expenses	Amount Requested
Nursery Supplies	\$500
Maui Seed Collection, site preparation and maintenance supplies	\$1000
Total	\$1500

Narrative Justification:

The requested funds will be used to purchase necessary nursery items for seedling production, such as potting mix, growing containers, storage bags, fertilizers and tags. The site preparation/maintenance funds and will be used to purchase herbicides, fertilizers etc.



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

H. ADMINISTRATIVE & OVERHEAD COSTS

Organization Name HARC

Breakdown of Expenses	Amount Requested
Accounting/HR/Facilities	\$10,200
Total Administrative & Overhead Costs	\$10,200

Narrative Justification:

The requested funds will be used to cover HARC’s internal accounting, human resources, and facilities operating costs. The funds will be used directly on the management of the project.



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

I. OTHER

Organization Name HARC

Breakdown of Expenses	Amount Requested
N/A	\$0
Total Other Costs	\$0

Narrative: N/A

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.



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 LEVEREGED

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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