

KATHY L. KAOHU
County Clerk



JAMES G.M. KRUEGER
Deputy County Clerk

OFFICE OF THE COUNTY CLERK

COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov/county/clerk

February 7, 2022

Honorable Kelly T. King, Chair
Climate Action, Resilience
and Environment Committee
Council of the County of Maui
Wailuku, Hawaii 96793

Dear Chair King:

By letter dated January 14, 2022 (County Communication No. 22-36), the Director of Finance transmitted 162 contracts/grants for filing with the County Clerk.

At the February 4, 2022 Council meeting, the foregoing communication was filed; however, Contract No. G5551 was referred to your Committee at your request. Transmitted is a copy of the contract.

Respectfully,

A handwritten signature in black ink that reads "Kathy L. Kaohu".

KATHY L. KAOHU
County Clerk

/lks

Enclosure

cc: Director of Council Services

RECEIVED
2022 FEB -7 AM 9:51
OFFICE OF THE
COUNTY CLERK

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

903115B

ENVIRONMENTAL PROTECTION

(6317)

✓ \$ 100,000.00

GRANT AGREEMENT

G 5551

LIVING PONO PROJECT

Dated this 16 day of DECEMBER 2021

Grant Period: NTP Through December 31, 2022



SCOTT K. TERUYA
for Director of Finance

Community Foods Project to Reduce
GHG Emissions from Imported Food
and Promote Food Resilience for MYR
ORDINANCE #5217 (FY2022)

FY 2022

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GRANT OF COUNTY FUNDS
LIVING PONO PROJECT
GRANT NO. G5551

Department: Office of the Mayor

Project Title: Community Foods Project to Reduce GHG Emissions from
Imported Food and Promote Food Resilience

Certification Requested from County:

903115B Environmental Protection

\$100,000.00

THIS GRANT OF County FUNDS ("Agreement") is made this 2nd day of December, 2021, by and between LIVING PONO PROJECT, a Hawai'i nonprofit corporation, whose mailing address is 2465 Waipua Street, Paia, Hawai'i 96779 hereinafter called the "Grantee," and the County of Maui, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawai'i 96793, hereinafter called the "County", collectively referred to as the "Parties."

Availability of Funds. The availability of the 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 Community Foods Project to Reduce GHG Emissions from Imported Food and Promote Food Resilience ("Project"); and

WHEREAS, the County has reviewed and approved the Grantee's proposal for a grant of County funds in furtherance of this goal;

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.

GRANT OF COUNTY FUNDS
LIVING PONO PROJECT
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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, (\$100,000.00) subject to appropriation. The County has agreed to disburse funds as follows:

For and in consideration of the agreements and undertakings of the Grantee, the County hereby agrees to pay the Grantee a first Installment payment of \$25,000.00 (25%).

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;
 - 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 the County's Notice to Proceed and end December 31, 2022, 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 Agreement 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:

Office of the Mayor
Climate Change, Resiliency & Sustainability
County of Maui
200 S High Street, 9th Floor
Wailuku, Maui, Hawai'i 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after

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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 Mayor's Office, Chief of Staff 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. If any provision of this Agreement is held invalid, the other provisions of this Agreement shall not be affected thereby. If the application of the Agreement or any of its provisions, to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons or circumstances shall not be affected thereby.
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.
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.

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

[EXECUTION PAGES TO FOLLOW]
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANT OF COUNTY FUNDS
LIVING PONO PROJECT
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GRANTEE'S EXECUTION PAGE

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

Grantee:

LIVING PONO PROJECT

By 
(Signature)

Print Name: Mercer Vicens

Its President
(Title)

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COUNTY'S EXECUTION PAGE

COUNTY OF MAUI

By Michael P. Victorino
MICHAEL P. VICTORINO
Its Mayor

APPROVAL RECOMMENDED:

Tyson K. Miyake
TYSON K. MIYAKE
Chief of Staff

Michele M. Yoshimura
MICHELE M. YOSHIMURA
Budget Director

APPROVED AS TO FORM
AND LEGALITY:

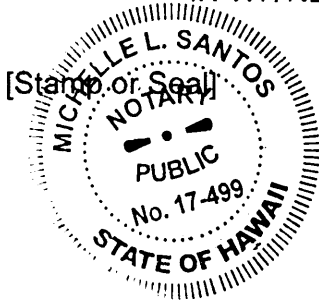
/s/ Daniel J. Kunkel
DANIEL J. KUNKEL
Deputy Corporation Counsel
County of Maui
LF 2021-1502

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STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 2nd day of December, 2021, before me personally appeared MICHAEL P. VICTORINO, 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 pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said MICHAEL P. VICTORINO 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.



Michelle L. Santos
Notary Public, State of Hawaii

MICHELLE L. SANTOS

(Print Name)

My commission expires: 12-03-2025

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>12-22-2025</u>	#	<u>47</u>
Notary Name:	<u>MICHELLE L. SANTOS</u>	Pages:	<u>47</u>
Doc. Description:	<u>Grant Agreement</u>	Judicial Circuit:	<u>2nd</u>
Notary Signature:		<u>Michelle L. Santos</u>	
Date:		<u>12-25-2025</u>	

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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,

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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 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

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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 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

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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. 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

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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.

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

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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

Form Name: OED Grant Application Form
Submission Time: May 31, 2021 8:58 am
Browser: Chrome 90.0.4430.212 / OS X
IP Address: 98.155.137.87
Unique ID: 816179049

EXHIBIT "B"

A. Application / Fiscal Agent Information

Organization Name	Living Pono Project
Project Title	Community Foods Project to Reduce GHG Emissions from Imported Food and Promote Food Resilience
Requested Amount	\$100,000
Business type	Federally Recognized Non-Profit Corporation
Mailing Address	2465 Waipua St Paia, HI 96779
Program Contact's Name	Neal Ane
Program Contact's Title	Neal Hoapili Ane
Program Contact's Email	livingponoproject@gmail.com
Program Contact's Phone	(808) 276-8600
Grant Administrator or Fiscal Agent Contact's Name	Neal Ane
Grant Administrator or Fiscal Agent Contact's Title	Executive Director
Grant Administrator or Fiscal Agent Contact's Email	livingponoproject@gmail.com
Grant Administrator or Fiscal Agent Contact's Phone	(808) 276-8600

B. Project / Program Information

Project Description: One sentence that describes your project. (May be used in OED promotion such as press release)	This project strives to identify transformative agricultural innovations to pivot with global challenges such as the COVID-19 pandemic and promote resilient food systems that support local produce and reduce the need for imported food.
Date(s): List specific date(s) for project.	January 1 - December 31, 2022
Location of Project	Wailuku

EXHIBIT 

Priority Focus Area: Select two areas Agriculture/Ag Technology
Environmental

C. Grant Application Certification

Name of Authorized Representative Neal Ane

Title of Authorized Representative Executive Director

Signature of Authorized Representative Signature image not available.

D. Proposal Narrative

1. Introduction - Provide background information about the applicant, organization's mission, and ability to accomplish this project. List the Project/Program organizers who will be executing the program and include descriptions of their experience and qualifications. Include reasonableness of personnel classification and compensation plans, if the application includes funding for personnel costs. 1500 character limit. approx. 250 words

The Living Pono is located in Waikapu, part of the 300 acre Waikapu Food Hub. This partnership consists of a fourteen independent farmers working towards food sovereignty for Maui. Collaborations include an equipment coop, managed by the Living Pono Project. All participants strive to implement progressive farming practices such as permaculture, regenerative farming, organic farming, vermicomposting, cover crop, crop rotation, intense rotational grazing, bee keeping and polyagroforestry. This collection of farmers strive to address food insecurity in Maui and actively collaborate to identify key solutions. Maui County has consistently supported this project for the past 3 years. In FY19 a proviso provided a small \$25,000 grant for farmers to discuss challenges and solutions to creating new farmers and identified ways to celebrate the host culture's agricultural practices.

Climate change is one of the most pressing challenges facing humanity, and agriculture feels its effects in profound ways. Farmers are particularly impacted by extreme weather conditions, which include drought, severe heat, flooding, and other shifting climatic trends. This project strives to identify transformative agricultural innovations to pivot with global challenges such as the COVID-19 pandemic and promote resilient food systems that support local produce and reduce the need for imported food.

2. Project description - Your summary of the project should include implementation dates, public purpose(s), objectives intended to be achieved, target populations, activities and services to be performed, events, what will be provided, and how it benefits Maui County. 4500 character limit. approx. 750 words

Nearly 90% of the food available in Hawai'i is imported and the number of farms in the state is declining while the average age of farmers is increasing. Furthermore, Transportation makes up 29% of the State's GHG emissions of which 5% is attributed to shipping and 21% for freight and trucks. The Living Pono Project's goals are to reduce Maui's dependency on imported food, encourage long-term solutions to food insecurities through a multi-system approach, and build long term community capacity to promote food resiliency in Maui County. This program aims to support beginning and under served populations in the following ways:

- 1) Develop linkages between the Farmer and Consumers:
 - a. Establish 1 Farm Stand at the Waikapu Food Hub
 - b. Distribute 100 pounds of food per week to low income individuals through the Maui Food Bank and it's partnering agencies
 - c. Continue Community Supported Agriculture (CSA) opportunities, Harvest Baskets
 - d. Expand a community garden
- 2) Demonstrate new or novel proven technologies that address resource objectives of small- scale producer/farmers
 - a. Expand to 6-acre integrated farm system using hydroponics, Vermicomposting, and Drylands taro farming
- 1' Develop Beginning Farmer Development Program
 - a. Provide job training for 3 adults with disabilities, at-risk youth, and/or formerly incarcerated individuals
 - b. Provide 3 trainings and workshops that cover a wide range of critical subject areas aimed to build stakeholder knowledge of sustainable agricultural practices and business development to at least 375 total participants
 - c. Involve 200 At-Risk youth in "Hana Ka Lima" workdays (working with your hands), COVID precautions and social distancing will be followed
- 4) Support the development of entrepreneurial project and create opportunities for individuals to develop value-added products
 - a. Provide 5 scholarships to the University of Hawaii Maui Accelerator Program

3. Problem/Need Target Groups -
Provide justification for the request.
Define and quantify the economic
problems and needs to be addressed,
and the geographic areas and
populations to be served. Explain how
the request will maintain or expand an
existing program or establish a new
one. Explain the efficiency and
effectiveness of the proposed grant in
achieving the intended objectives,
compared with other alternatives.
Please be very specific.

The Living Pono Project serves the greater Wailuku, Maui region through the Waikapu Food Hub and will support efforts of the Department of Hawaiian Homelands (DHHL) Waiehu Kou and Paukulalo Communities in the the Ahupua'a (watershed) of Na Wai Eha. This Ahupua'a or watershed consists of Census Designated Places of Waihe'e-Waiehu, Wailuku, and Waikapu. This region is the urban and commercial hub of Maui and historically had the most expansive continuous kalo fields in Hawaii and has retained its cultural identity reflected in the 2010 Census data reporting that approx. 35% of its residence claim Native Hawaiian ancestry compared to Maui County with only 11.7 percent and the State of Hawaii as a whole with only 26 percent of the population.

There are differences in who experiences food insecurity. One study found that nationally, 20.5% of Native Hawaiian and other Pacific Islander (NHOPI) adults face low or very low food security, which means they experience reductions in the quality, variety, and sometimes quantity of food available to them. If marginal food insecurity is added to that number this increases to 33% (Long et.al, 2020).

The pandemic has been difficult for local farmers, many of whom relied on contracts with hotels and high-end restaurants catering to tourists. But it's also provided an unexpected desire to eat food grown on island. If people in Hawaii want to be able to eat affordable local food, there needs to be a major transformation of Hawaii's food system. If the pandemic has intensified interest in making Hawaii more food independent, it's also magnified why that is such a challenge.

Import dependency comes at a cost to the planet. Transportation makes up 29% of the State's GHG emissions of which 5% is attributed to shipping and 21% for freight and trucks. People say they want to buy local, but in a state where people are burdened with some of the highest costs of living in the nation, most people opt for the cheapest option. And that is often not what is grown in Hawaii. This continues the food insecurity problems for low income and NHOPI populations. This project hopes to address these inequities, support small businesses and farms, and promote culturally appropriate food for underserved populations

4. Economic Impact - Describe how your project will increase your organization's capacity by either expanding an existing business and/or by creating new jobs. Explain how this project will benefit Maui's economy, and answer the question "Why should Maui County taxpayers fund this project?"	<p>The project provides services to small scale farmers as well as provides meaningful job training and rehabilitation opportunities to Maui adults with disabilities, displaced farm workers, incarcerated and formerly incarcerated individuals, and at-risk youth from low-income families. LPP connects target communities with hands-on agricultural training on local farms, exposing participants to the range of duties associated with a food producing business. Beneficiaries of our programs receive training in field work on the farm, harvesting and handling, delivery and marketing, value-added food production, traditional Hawaiian food preparation, and culinary arts.</p> <p>The proposed equipment co-op and acquisition of specialized tractor attachments further expands our capacity to assist small farmer's scale up by putting within reach the necessary equipment to clear, prep, and plant their land thereby creating food security for Maui and job opportunities in green industries. All of these endeavors ultimately will generate revenue and put money into the pockets of Maui County, the farmer, and their employees.</p>
Goal 1	Encourage long-term solutions to food insecurities by developing linkages between the farmer and consumer
Objective 1	Host a Farmers database and Toolbox on LPP website, Establish a farm stand at the Waikapu Food Hub, expand CSA program
For Goal 1, what are 4 actionable steps you plan to take?	<ol style="list-style-type: none"> 1. Database and Toolbox for farmers, Post resources of Farmers, Consumers, and Land owners 2. Clear land, build out small farm structure (mobile and less than 1000sq fee, no permit needed) 3. Buy produce from partnering farmers 4. Enroll new Farmers in CSA program, Enroll new members CSA program
For Goal 1, what are 4 ways you plan to measure performance or impact?	<ol style="list-style-type: none"> 1. # of resources provided 2. pounds of produce sold 3. # of Farmers participating in CSA 4. # of CSA members enrolled
Goal 2	Beginning Farmer and Rancher Development Program
Objective 2	Support beginning farmers through trainings and workshops

For Goal 2, what are 4 actionable steps you plan to take?

1. Clear land for expansion of demonstration site and community garden from 2 acres to 6 acres
2. Establish specialized gardens identified by community needs assessment. Canoe Crops, Chefs garden, Apothecary garden (la'au lapaau) etc.
3. Distribute Food to families in need through direct donations or the Maui Food Bank
4. Provide trainings and workshops to build stakeholder knowledge of sustainable ag practices

For Goal 2, what are 4 ways you plan to measure performance or impact?

1. # of acres planted
2. pounds of produce donated
3. # of trainings
4. # of participants

Goal 3

Promote culturally appropriate food for underserved populations to feed mind, body, and spirit

Objective 3

Increasing Kalo production in Hawaii by increasing seed stock and Huli giveaways

For Goal 3, what are 4 actionable steps you plan to take?

1. Identify 5 huli variety for propagation, source seed stock, and harvest to make cuttings (huli)
2. Establish a diverse seed stock to be grown in an aquaponics system to promote increased oha/huli production
3. Provide kalo growing community Statewide with 10,000 huli for local food production
4. Host 5 workshops to include Kanu (planting), Huki (harvesting), and Ku?i (poi pounding) demonstrations through virtual and in person activities.

For Goal 3, what are 4 ways you plan to measure performance or impact?

1. # of individuals that will incorporate kalo into their diet
2. # of huli (kalo cutting/propagative material) provided to farmers
3. # of farmers/beginning farmers/cultivators reached through workshops
4. # reported an intention to continue production of Kalo or integrate Kalo cultivation into agricultural business (farming, distribution, value-added products)

Continuation of Proposal Narrative

6. Marketing Plan: Please provide a marketing plan for your project including the use of local resources to promote your business, organization, project, or event.	Promotion and marketing of our program will be accomplished in multiple ways 1) digital media including the HFUU newsletter and LPP website 2) participation at local events such as Farmers Union meeting and conference 3) Word-of-mouth
7. Other Funding Resources: Provide examples of planned fundraising activities, prospective funding sources to be solicited and any ongoing efforts to secure or retain other funding for the proposed program/event.	This project is partially funded by the Department of Agriculture Specialty Crop Block Grant Program. These funds are listed as cash match for Irrigation supplies and Aquaponics system. These needs are not fully met by the DOA grant
8. Economic Self-Sufficiency: How do you expect this project/program to become economically self-sufficient in the future? Describe how you would accomplish this including a detailed timeline and ways you will generate revenue or leverage the County funding with this project/program.	This project seeks to leverage funding from private donations, foundations, federal "Farm Bill" programs, USDA grants, and Maui County as a catalyst to build the capacity of LPP's Equipment Hui Co-op and Beginning Farmer Rancher Program.
9. Green Initiatives and Eco-friendly Practices: Explain how you will use resources efficiently, create sustainability and be eco-friendly while executing your project/program/event. Find examples in Handbook.	All promotional efforts for events will be conducted using eco-friendly practices such as, personalized emails, e-newsletters, and social media. This project has also installed PV and solar with battery to meet energy needs
Upload your Dashboard of Performance Measures and Itemized Project Budget & Narrative	https://oedgrantapplication2021.formstack.com/admin/download/file/10702166988
Optional: Additional narrative materials	https://oedgrantapplication2021.formstack.com/admin/download/file/10702166989

Required Documents

Upload Certificate of Vendor Compliance	https://oedgrantapplication2021.formstack.com/admin/download/file/10702166990
Upload Current DCCA Filing	https://oedgrantapplication2021.formstack.com/admin/download/file/10702166991
Upload IRS W-9 Form	https://oedgrantapplication2021.formstack.com/admin/download/file/10702166992
Upload Current Financial Statement	https://oedgrantapplication2021.formstack.com/admin/download/file/10702166993

Upload Bylaws

<https://oedgrantapplication2021.formstack.com/admin/download/file/10702166994>

Optional: Upload Certificate of Insurance

<https://oedgrantapplication2021.formstack.com/admin/download/file/10702166995>

Health and Safety Protocols

B. Indicate what health and safety procedures/protocols you will be implementing for your event and/or project (check all boxes that apply):

All staff and guests will wear appropriate PPE including face masks.
Face masks will be provided to individuals who forget or wear the wrong type of face covering.
Event staff/volunteers will monitor each entry and the event premises to remind vendors/attendees of social distancing requirements and to ensure everyone is wearing a mask.
Staff and guests will be subject to temperature checks upon arrival.
Physical distancing markers will be located at the event site.
Tents/booths will be located 12 feet between each vendor.
Multiple hand washing stations/hand sanitizers will be placed strategically throughout the venue.
Frequent cleaning and disinfecting will be done throughout the event.
All food trucks/vendors will wear face masks and gloves. This is a State of Hawaii Department of Health requirement.
Signage will be placed at event entry points stating event's COVID-19 health and safety protocols, including face masks and 6 feet social distancing required.
Event health and safety guidelines will be communicated on our event's website, social media, and other promotional materials.

C. If you have additional health and safety efforts, please provide your information here or include an attachment with your application:

LPP and its projects will adopt the most updated COVID-19 protocols as they are issued by the State of Hawaii and County of Maui



CONTINUATION OF SECTION D: PROPOSAL NARRATIVE

Organization Name: Living Pono Project (Community Foods Project)

Dashboard of Performance Measures

Each program/project/event is unique and therefore should be reflected in your goals and measurements. See examples from Handbook.

OBJECTIVES: PERFORMANCE MEASURE	2020 Actuals	2021 Forecast	2022 Forecast
Ex. Launch a publicity campaign to attract attendees: Total number of registrations Goal/Objective/Performance Measure	1124	1500	
G1/O1/PM1. # of resources provided		10	
G1/O1/PM2. pounds of produce sold		1000	5000
G1/O1/PM3. # of Farmers participating in CSA		5	15
G1/O1/PM4. # of CSA members enrolled		20	50
G2/O2/PM1. # of acres planted	1	2	6
G2/O2/PM2. pounds of produce donated		1000	5000
G2/O2/PM3. # of trainings		5	5
G2/O3/PM4. # of participants		50	200
G3/O3/PM1. # of individuals that will incorporate kalo into their diet			300
G3/O3/PM2. # of huli provided to farmers			10000
G3/O3/PM2. # of farmers/beginning farmers/cultivators reached through workshops			700
G3/O3/PM3. # reported an intention to continue production of Kalo or integrate Kalo cultivation into agricultural business (farming, distribution, value-added products)			30



CONTINUATION OF SECTION E: PROPOSAL NARRATIVE

Itemized Project Budget and Narrative

Provide complete income and expenses for the entire project/program. Refer to pages 6 and 7 for instructions and examples.

INCOME DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE <small>maximum two lines</small>
County Funding	100,000			100,000	County Funding
LPP (cash & in-kind)		84,000		84,000	LPP cash match and DOH funding
Volunteer in-kind			58,000	58,000	Volunteers and farm operation sustained by LPP
				0	
TOTAL INCOME	100,000	84,000	58,000	242,000	

EXPENSE DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE <small>maximum two lines</small>
ADMINISTRATION				0	
Executive Director			30,000	30,000	in-kind services of \$42/hr to manage grant and operations, upkeep and maintenance in direct relation to the success of this project. Includes fencing.
				0	
				0	
				0	



CONTINUATION OF SECTION E: PROPOSAL NARRATIVE

Itemized Project Budget and Narrative

Provide complete income and expenses for the entire project/program. Refer to pages 6 and 7 for instructions and examples.

OPERATIONS <i>includes contracted work</i>	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE <i>maximum two lines</i>
Project Coordinator(s) and volunteers	49,000	31,000	26,000	106,000	4 Project coordinator/Specialists part time at \$25/hr, Volunteers and participants hours at \$25/hr
Irrigation	5,500	25,000		30,500	drisco, drip irrigation, pvc, sprinkler heads, Aquaponics system etc
other farm supplies, soil/amendments and insurance	17,500			17,500	Insurance, farm supplies for demonstration site and community farm, trainings/workshops, raised beds, row crops, fencing, handtools including but not limited to
Equipment for Equipment Hui	8,000	25,000		33,000	For trainings/workshops, raised beds, row crops, fencing, handtools including but not limited to 2x4 wood, recycled lumber, nails, stakes, handtools,
Plants: starts, seeds, produce for CSA's from farmers at Waikapu Food Hub	10,000			10,000	windbreak, starters, seeds, huli, and soil amendment (top soil, amendments, mulch, trucking), fuel for delivery of CSA baskets and picking up supplies
MARKETING					
Social Media		500	2,000	2,500	LPP website updates and promotion, FB boosts, google ads, etc HFUU newsletter
Guest speakers honorarium		2,500		2,500	subsidies for speakers (\$100/half day workshop or \$250 for full day workshop). Trainings and workshops are an additional way to promote program and entice
				0	
				0	
				0	
OTHER					
Indirect cost (10%)	10,000			10,000	10% of the grant award for grant compliance and liability. Accounting, CPA, audit, office space and supplies, utilities, printing, auto insurance, other
TOTAL EXPENSE	100,000	84,000	58,000	242,000	

ChanaMakalea DudoitAne - Re: FY22 GRant Proposal from Living Pono Project - Community Foods Project

From: Living Pono Project <livingponoproject@gmail.com>
To: Maria Ornellas <Maria.Ornellas@co.maui.hi.us>
Date: 6/26/2021 11:25 AM
Subject: Re: FY22 GRant Proposal from Living Pono Project - Community Foods Project
Cc: ChanaMakalea DudoitAne <ChanaMakalea.DudoitAne@co.maui.hi.us>
Attachments: 67) LPP Community Foods Project APPLICATION (revised 6.26.21).pdf

From: Living Pono Project <livingponoproject@gmail.com>
To: Maria Ornellas <Maria.Ornellas@co.maui.hi.us>
Date: 6/26/2021 11:25 AM
Subject: Re: FY22 GRant Proposal from Living Pono Project - Community Foods Project
Cc: ChanaMakalea DudoitAne <ChanaMakalea.DudoitAne@co.maui.hi.us>
Attachments: 67) LPP Community Foods Project APPLICATION (revised 6.26.21).pdf

Aloha Maria,

Mahalo for this opportunity to respond to your request. Please find revised application attached

Mahalo
Hoapili

On Tue, Jun 22, 2021 at 9:19 AM Maria Ornellas <Maria.Ornellas@co.maui.hi.us> wrote:

Aloha Hoapili,

This year there were over \$1million of funds requested from County of Maui for Environmental Protection projects and only about \$530,000 to award. All proposals were deserving of County funding but we have to make the hardest decision to cut some programs or funding levels. This is not an offer of a grant but discussions to come up with a reasonable funding level for qualified projects.

The Grants review committee has the following comments and requests:

1. Are you able to continue your program with decreased funding? If so,
2. Can you re-submit your budget for \$100,000 and update associate deliverables to reflect the decrease in funds?

See attached for the narrative/performance measures/budget we have on file and update accordingly.

Please submit your response no later than Tuesday, June 29th.

Mahalo,

Maria Ornellas

Grants Management Operations Assistant
Office of the Mayor's Climate Change, Resiliency, and Sustainability
County of Maui
200 South High Street 9th Floor
Wailuku, HI 96793
(808)270-6223
maria.ornellas@mauicounty.gov

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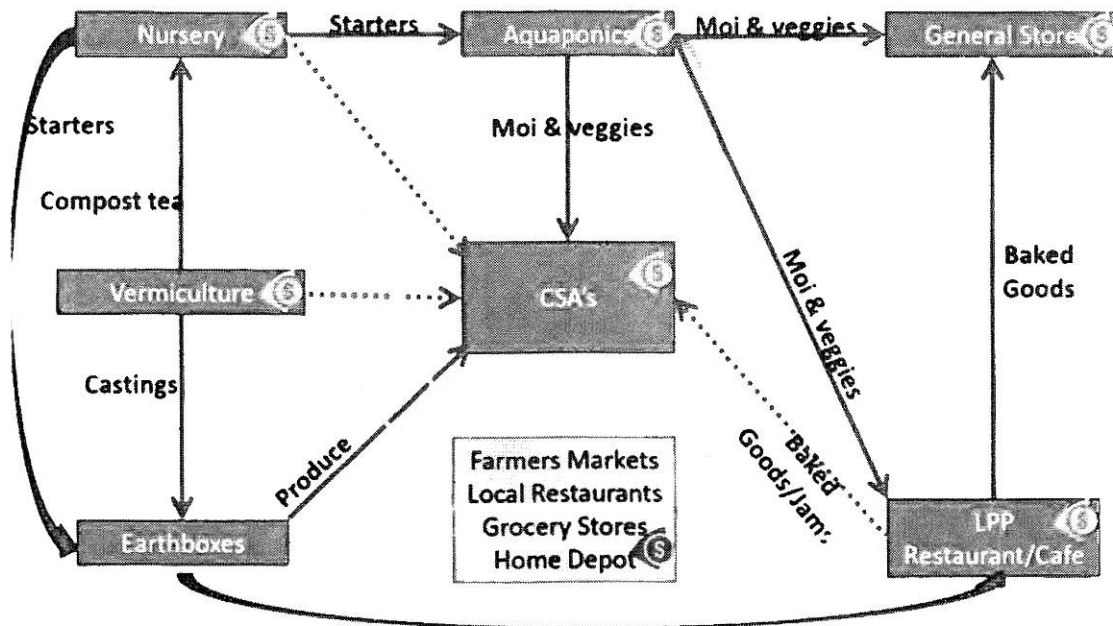
Hoapili Ane
Executive Director
Living Pono Project
(808)276-8600

Other ways to support LPP:

Paypal
AmazonSmile
www.LivingPonoProject.org



Economic Self-Sufficiency and Sustainability Plan

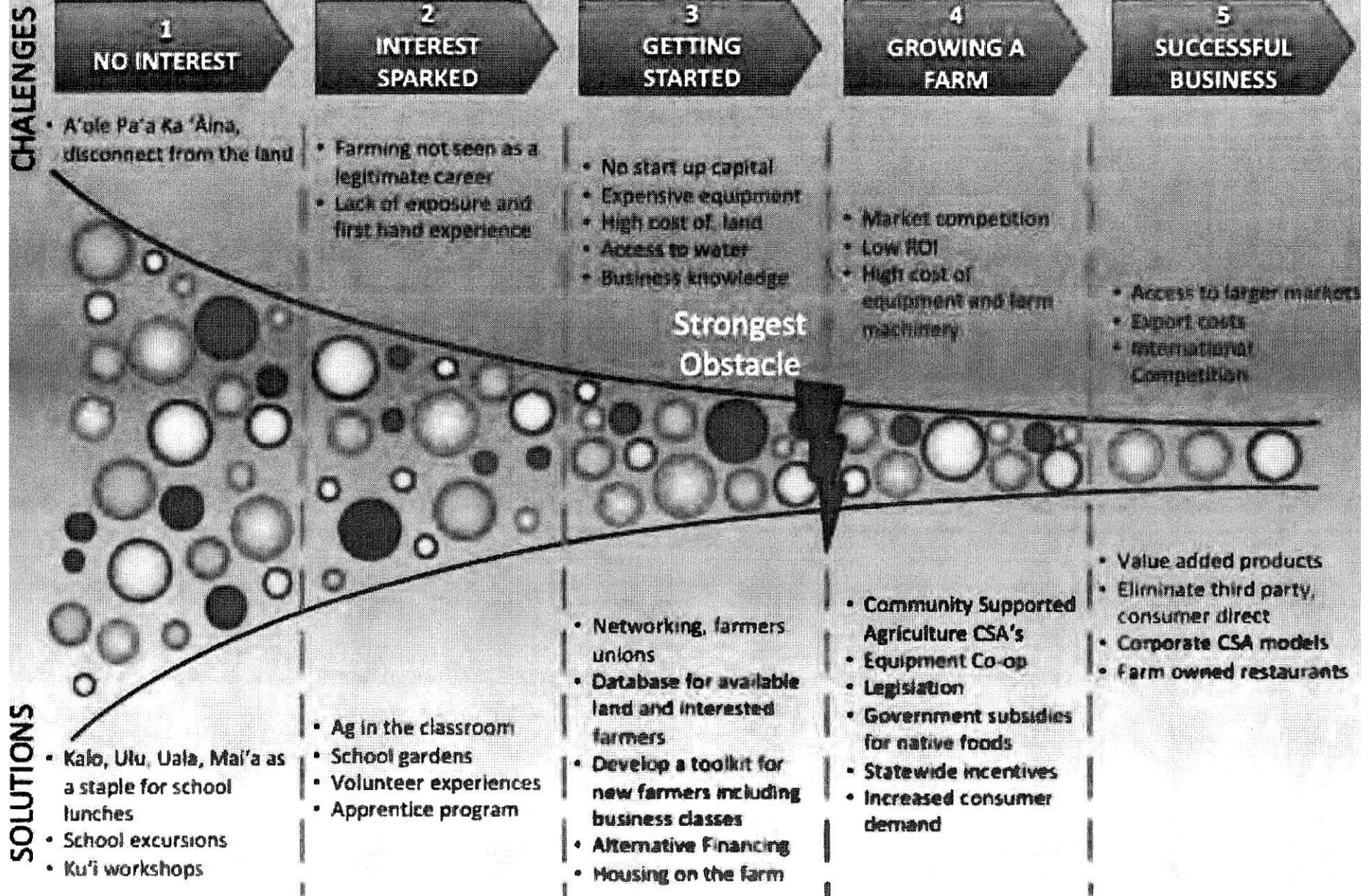


Key

- LPP Entities
- External Entities
- Revenue Source (internal)
- Revenue Source (external)
- Internal Flow of Goods
- Alternative Flow of Goods
- External Flow of Goods

Pipeline to Becoming a Farming

(In particular canoe crops & native foods)



DCCA State of Hawaii

Downloaded on September 28, 2021.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.

Website URL: <http://hbe.ehawaii.gov/documents>

Business Information

MASTER NAME	LIVING PONO PROJECT
BUSINESS TYPE	Domestic Nonprofit Corporation
FILE NUMBER	231673 D2
STATUS	Active
PURPOSE	THE LIVING PONO PROJECT WAS ESTABLISHED TO REVITALIZE OUR HAWAIIAN CULTURE THROUGH EDUCATION, OUTREACH, AND ENVIRONMENTAL RESTORATION. WE PROVIDE EDUCATIONAL RESOURCES TO K-12 STUDENTS WITH AN EMPHASIS ON PERPETUATING THE HAWAIIAN CULTURE. WE ALSO PROVIDE WORK RELATED POSTSECONDARY EDUCATION AND EMPLOYMENT OPPORTUNITIES FOR ADULTS WITH DISABILITIES. THE LPP IS INSPIRED AND GUIDED BY MANY CORE HAWAIIAN VALUES, ESPECIALLY THE ALOHA SPIRIT AND BEING PONO. THE FOUNDERS OF LPP BELIEVE THAT AS THE PEOPLE OF HAWAII WE HAVE A RESPONSIBILITY TO TAKE CARE OF OUR PEOPLE AND THE AINA SO THAT FUTURE GENERATIONS OF NATIVE HAWAIIANS AND ISLANDERS CAN THRIVE.
PLACE INCORPORATED	Hawaii UNITED STATES
INCORPORATION DATE	Jan 19, 2011
MAILING ADDRESS	2465 WAIPUA ST. PAIA, Hawaii 96779 UNITED STATES
TERM	PER
AGENT NAME	NEAL HOAPILI ANE
AGENT ADDRESS	2465 WAIPUA ST PAIA, Hawaii 96779 UNITED STATES

Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2021	Mar 22, 2021	Processed
2020	Jun 29, 2020	Processed
2019	Feb 10, 2019	Processed
2018	Sep 6, 2018	Processed
2017	Jan 8, 2018	Processed
2016	Jan 14, 2016	Processed
2015	Mar 11, 2015	Processed
2014	Jan 22, 2014	Processed
2013	Feb 6, 2013	Processed
2012	Nov 20, 2012	Processed

Officers

NAME	OFFICE	DATE
VIGENS, MERGER	P/D	Jan 1, 2018
SAITO-TAKABAYASHI, ANELLA	V/D	Jan 1, 2018
HERRICK, KAIINIOKAPUUWAI	T/S/D	Jan 1, 2019
ANE, NEAL HOAPILI	D	Jan 1, 2020

Trade Names

NAME	TYPE	CATEGORY	REGISTRATION DATE	STATUS
WAIKAPU FOOD HUB	Trade Name	NO CATEGORY SELECTED	Apr 28, 2020	Active

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 596-2727



FILED 01/19/2011 02:04 PM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii



ARTICLES OF INCORPORATION
(Section 414D-32, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Hawaii, certify as follows:

I

The name of the corporation shall be:

Living Pono Plantation

II

The mailing address of the corporation's initial principal office is:

741 16th Ave, Honolulu, HI 96816

III

The corporation shall have and continuously maintain in the State of Hawaii a registered agent who shall have a business address in this State. The agent may be an individual who resides in this State, a domestic entity or a foreign entity authorized to transact business in this State.

- a. The name (and state or country of incorporation, formation or organization, if applicable) of the corporation's registered agent in the State of Hawaii is:

Chana M. Dudoit

(Name of Registered Agent)

(State or Country)

- b. The street address of the place of business of the person in State of Hawaii to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to is:

741 16th Ave, Honolulu, HI 96816

IV

The name and address of each incorporator is:

Name

Address

Mercer Vicens

2445 Walpua St., Paia, HI 96779

Neal Hoapili Ane

741 16th Ave., Honolulu, HI 96816

Cory Lynn Vicens

5731 40th Ave., Seattle, WA 98105

Dori L. Dudoit

95-1174 Ahoka St., Mililani, HI 96789

Chana M. Dudoit

741 16th Ave., Honolulu, HI 96816

V

Please check one:

- ☐ The corporation has members.
☒ The corporation has no members.

VI

The corporation is nonprofit in nature and shall not authorize or issue shares of stock. No dividends shall be paid and no part of the income or profit of the corporation shall be distributed to its members, directors, or officers, except for services actually rendered to the corporation, and except upon liquidation of its property in case of corporate dissolution.

The undersigned certifies under the penalties of Section 414D-12, Hawaii Revised Statutes, that the undersigned has read the above statements, that I/we are authorized to sign this Articles of Incorporation, and that the above statements are true and correct.

Signed this 10 day of January, 2011

Chana M. Dudoit

Chana M. Dudoit
(Type/Print Name of Incorporator)
(Signature of Incorporator)

(Type/Print Name of Incorporator)

(Signature of Incorporator)

SEE INSTRUCTIONS PAGE. The articles must be signed by at least one individual (incorporator).

FORM DNP-5
7/2008



FILED 11/14/2012 04:26 PM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 586-2727

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(Section 414D-184, Hawaii Revised Statutes)

231673 D2

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, duly authorized officers of the corporation submitting these Amended and Restated Articles of Incorporation, certify as follows:

1. The name of the corporation is:

Living Pono Project

2. The Amended and Restated Articles of Incorporation adopted is attached.

3. The Amended and Restated Articles of Incorporation was adopted on:

August 1 2012
(Month Day Year)

(Check one)

☐ at a meeting of the members:

Designation (class) Of membership	Total Number of Memberships (votes) outstanding	Total Number of Votes Entitled to be Cast By each Class	Number of Votes Cast by each class For Amendment	Number of Votes Cast by each class Against Amendment

OR

☐ by written consent of the members holding at least eighty per cent of the voting power.

OR

☒ by a sufficient vote of the Board of Directors or incorporators because member approval was not required.

4. Check one:

☐ The written approval of a specified person or persons named in the articles of incorporation was obtained.

☒ The written approval of a specified person or persons is not required.

5. The attached Amended and Restated Articles of Incorporation supersedes the original Articles of Incorporation and all amendments thereto.

The undersigned certifies under the penalties of Section 414D-12, Hawaii Revised Statutes, that the undersigned has read the above statements, I/we are authorized to make this change, and that the statements are true and correct.

Signed this 1 day of August 2012

Chana Dudoit Secretary

(Type/Print Name & Title)

Chana M. Dudoit

(Signature of Officer)

(Type/Print Name & Title)

(Signature of Officer)

AMENDED AND RESTATED ARTICLES OF INCORPORATION
(SECTION 414D-32, HAWAII REVISED STATUTES)

of the
LIVING PONO PROJECT

ARTICLE I: NAME

The name of this corporation is "Living Pono Project."

ARTICLE II: MAILING ADDRESS

The mailing address of the corporation's principal office is:

2465 Waipua St.
Paia, HI 96779

ARTICLE III: REGISTERED AGENT AND ADDRESS

The corporation shall have and continuously maintain in the State of Hawaii a registered agent who shall have a business address in this State. The agent may be an individual who resides in this State, a domestic entity or a foreign entity authorized to transact business in this State.

- a. The name (and state or country of incorporation, formation or organization, if applicable) of the corporation's registered agent in the State of Hawaii is:

Chana M. Dudoit

The street address of the place of business of the person in State of Hawaii to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to is:

2465 Waipua St.
Paia, Hawaii 96779

CMD

ARTICLE IV: OFFICERS/DIRECTORS

The officers and directors of the corporation are as follows:

Mercer Vicens , President / Director	2465 Waipua St Paia, HI 96779
Anella Saito-Takabayashi , Vice President Director	c/o 2465 Waipua St. Paia, HI 96779
Chana Dudolt , Secretary / Treasurer Director	c/o 2465 Waipua St. Paia, HI 96779

ARTICLE V: MEMBERS

The corporation shall have no members.

ARTICLE VI: PURPOSES

This nonprofit corporation is organized exclusively for charitable, religious, educational and scientific purposes. To this end, the corporation shall at all times be operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise shall be devoted to said purposes.

Notwithstanding any other provisions of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

The corporation is nonprofit in nature and shall not authorize or issue

11/15/2012 20078

shares of stock. No dividends shall be paid and no part of the income or profit of the corporation shall be distributed to its members, directors, or officers, except for services actually rendered to the corporation.

ARTICLE VII: DISSOLUTION

In the event of dissolution of this non-profit organization, its net assets remaining after payment, or provision for payment, of all debts and liabilities of this nonprofit corporation shall be distributed to one or more organizations having purposes similar to those described in the organization's purposes and exempt under § 501(c)(3) of the Internal Revenue Code.

ARTICLE VIII: GENERAL PROVISIONS

All matters not specifically addressed in these articles shall be governed by the provisions in the Bylaws or by applicable law.

ARTICLE IX: INCORPORATORS

The name and address of each incorporator is:

Mercer Vicens	2465 Waipua St., Paia, HI 96779
Neal Hoapili Ane	741 16th Ave., Honolulu HI 96816
Cory Lynn Vicens	5731 40th Ave., Seattle, WA 98105
Dori L. Dudoit	95-1174 Ahoka St., Mililani, HI 96789
Chana M. Dudoit	741 16th Ave., Honolulu, HI 96816

CMD

BYLAWS OF
LIVING PONO PROJECT
AMENDMENTS

I. First Amendment to The Living Pono Project's Bylaws

This corporation may

A) Acquire and/or sell or exchange real property or any interest therein and to receive gifts, legacies, and devices of real or personal property to be used:

1. for providing greenspace
2. for protecting ecologically and culturally significant lands, with an emphasis on agricultural lands, wetlands, forests, native habitats, and lands of natural beauty and
3. for providing areas for the education of the public in the principals of agriculture, conservation of historic and natural areas, and for the preservation of interests therein;

to use said property or the proceeds thereof for the purposes set forth above in paragraph one of this Section

Any funds or property contributed to and accepted by the corporation shall be held, administered, and disbursed or disposed of as the donor may direct, providing that any such direction is consistent with the purposes of the corporation as set forth in the Articles of Incorporation

ADOPTED BY MAJORITY VOTE OF THE MEMBERS at the monthly meeting on the 25 day of September, 2016.

CORPORATE OFFICER:
By: 
Mercer Vicens, President

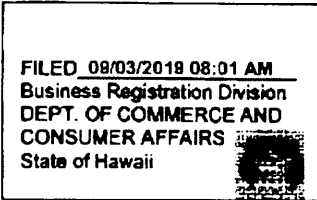
II. Second Amendment to The Living Pono Project's Bylaws

a. The name (and state or county of incorporation, formation or organization, if applicable) of the corporations's registered agent in the State of Hawaii is:

The officers and director of the corporation are as follows:

ADOPTED BY MAJORITY VOTE OF THE MEMBERS at the monthly meeting on the 31 day of December, 2018.

By: Mercer Vicens CORPORATE OFFICER:
Mercer Vicens, President



STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 586-2727



STATEMENT OF CHANGE OF REGISTERED AGENT BY ENTITY

(Section 425R-7, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned certify as follows:

Represented Entity (that wishes to change its registered agent)

1. Specify represented entity type, please check one:
☐ Profit Corporation ☒ Nonprofit Corporation ☐ General Partnership ☐ Limited Liability Partnership
☐ Limited Partnership ☐ Limited Liability Limited Partnership ☐ Limited Liability Company
2. The name and state/country of incorporation/formation or organization of the represented entity is:
LIVING PONO PROJECT 231673 D2 HAWAII
(Type/Print Entity Name) (State or Country)

Current Agent Information

3. a. Name of its current registered agent:
CHANA M. DUDOIT
b. Street address of agent's current office in this State:
2465 WAIPIUA ST, PAIA, HI 96779

New Agent Appointment

4. Name of the entity's new registered agent after the change is:
NEAL HOAPILI ANE
(Type/Print Name of Agent) (State or Country, if Agent is an Entity)
5. Street address (including number, street, city, state, and zip code) of new registered agent's office in this State after the change is:
2465 WAIPIUA ST, PAIA, HI 96779 USA
6. The appointment of a registered agent in this statement is an affirmation by the represented entity that the new agent has consented to serve as such.

I/we certify under the penalties of Section 414-20, 414D-12, 425-13, 425-172, 425E-208 and 428-1302, Hawaii Revised Statutes, as applicable, the I/we have read the above statements, I/we are authorized to make this change, and that the above statements are true and correct.

Signed this 03 day of SEPTEMBER 2019

NEAL HOAPILI ANE, EXECUTIVE DIRECTOR

(Type/Print Name & Title)

NEAL HOAPILI ANE

(Signature of Officer)

(Type/Print Name & Title)

(Signature of Officer)

Conflict of Interest Policy of Living Pono Project

EIN 45-5263880

Article I **Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II **Definitions**

1 Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2 Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III **Procedures**

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

Conflict of Interest Policy of Living Pono Project

EIN 45-5263880

4 Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

[Hospital Insert - for hospitals that complete Schedule C]

- d. Physicians who receive compensation from the Organization, whether directly or indirectly or as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters. No physician, either individually or collectively, is prohibited from providing information to any committee regarding physician compensation.]

Article VI Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

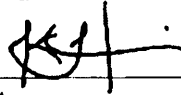
Article VIII Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Policy Adopted 08/01/2012

Paia, Hawai'i

Ka'i Herrick



03/24/2021

Printed Name (Secretary)

Signature

Today's Date

LIVING PONO Project

PROFIT AND LOSS

January - December 2020

	TOTAL
Income	
Grants	293,408.02
Non-Profit Income	1,163,911.20
Sales of Product Income	14,883.38
Total Income	\$1,472,202.60
GROSS PROFIT	\$1,472,202.60
Expenses	
Advertising & Marketing	15,545.14
Bank Charges & Fees	180.10
Car & Truck	2,237.55
Contractors	113,029.47
Equipment Maintenance	9,790.53
Fuel for equipment	223.09
Insurance	1,328.00
Job Supplies	47,892.09
Meals & Entertainment	7,161.75
Office Supplies & Software	23,958.44
Other Business Expenses	2,368.14
Petty Cash	1,620.00
Refreshments for volunteers	4,932.05
Reimbursable Expenses	349,039.17
Rent & Lease	14,311.52
Repairs & Maintenance	24,472.31
Shipping, Freight & Delivery	5,033.54
Supplies & Materials	1,308.28
Taxes & Licenses	41.20
Transportation	5,000.00
Travel	3,096.81
Travel Meals	381.56
Uncategorized Expense	8,967.59
Uniforms	4,506.89
Utilities	4,127.35
Total Expenses	\$650,552.57
NET OPERATING INCOME	\$821,650.03
NET INCOME	\$821,650.03

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Living Pono Project

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2465 Waipua St

6 City, state, and ZIP code

Paia, HI 86779

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 5 2 6 3 8 8 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Neal H. Gove

Date ► 1/1/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: **Living Pono Project**

Issue Date: **05/30/2021**

Status: **Compliant**

Hawaii Tax#: W11199924-01

New Hawaii Tax#:

FEIN/SSN#: XX-XXX3880

UI#: No record

DCCA FILE#:

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information



LIVIPON-01

MARAM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pyramid Insurance Centre, Ltd. Maui Branch 270 Dairy Road, Unit 150 Kahului, HI 96732	CONTACT NAME: Blaine Bernades	
	PHONE (A/C, No, Ext): (808) 242-4789 FAX (A/C, No): (808) 545-3450	
	E-MAIL ADDRESS: blaine.bernades@pyramidins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	23850
INSURED Living Pono Project 2465 Waipua St Pala, HI 96779	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2263833	6/24/2021	6/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2263833	6/24/2021	6/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EFF: 06/24/2021 - FY20 & FY21 GRANTS INCLUDING GRANT #G5002, G5003, G5004, G5005, G5320, G5321, G5322, G5276 & G5375, 5376, 5377 THE COUNTY OF MAUI, ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ARE NAMED AS ADDITIONAL INSURED. NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS

SUCH COVERAGE AS IS AFFORDED BY THE GENERAL LIABILITY POLICY IS PRIMARY & ANY OTHER INSURANCE IN FORCE BY THE ADDITIONAL INSURED WILL BE EXCESS AND WILL NOT CONTRIBUTE WITH THE GENERAL LIABILITY POLICY PER FORM #PI-GL-005
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

County of Maui
C/O Office of Economic Development
2200 Main St #305
Wailuku, HI 96793

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: LIVIPON-01

MARAM1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Pyramid Insurance Centre, Ltd.		NAMED INSURED Living Pono Project 2465 Waipua St Paia, HI 96779	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Description of Operations/Locations/Vehicles:****10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM AND 30 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF INSURANCE COMPANY CANCELS FOR ANY OTHER REASON PER FORM #PI-CANZAICH-002*****THIS CERTIFICATE SUPERSEDES PREVIOUS ISSUED 4/14/21***