

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](http://www.mauicounty.gov/county/clerk)

February 7, 2022

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

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. G5556 was referred to your Committee at Councilmember Paltin's 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

✓

## 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)

✓ \$ 30,000.00 ✓

GRANT AGREEMENT

G 5556

THE PERMACULTURE GROUP, INC.

Dated this 8 day of DECEMBER 2021

Grant Period: NTP Through December 31, 2022



SCOTT K. TERUYA  
Director of Finance

*fin*

Increase Biochar Production to  
Regenerate Maui County's Soil for MYR  
ORDINANCE #5217 (FY2022)

FY 2022

jh

*aug 12/18*  
*j 802*

10

74

GRANT OF COUNTY FUNDS  
THE PERMACULTURE GROUP, INC.  
GRANT NO. G5556

Department: Office of the Mayor

Project Title: Increase Biochar Production to Regenerate Maui County's Soil

Certification Requested from County:

903115B Environmental Protection

\$30,000.00

THIS GRANT OF County FUNDS ("Agreement"), is made this 10th day of December, 2021, by and between THE PERMACULTURE GROUP, INC., a Hawaii nonprofit corporation, whose mailing address is 1135 Makawao Avenue PMB 182, Hana, Hawai'i 96768 hereinafter called the "Grantee," and the County of Maui, a political subdivision of the State of Hawai'i, 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 Increase Biochar Production to Regenerate Maui County's Soil ("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.
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

GRANT OF COUNTY FUNDS  
THE PERMACULTURE GROUP, INC.  
GRANT NO. G5556

certification requested as set forth above, (\$30,000.00) 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 \$7,500.00 (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  
Grants Management Division  
County of Maui  
200 S High Street, 9<sup>th</sup> 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 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.

GRANT OF COUNTY FUNDS  
THE PERMACULTURE GROUP, INC.  
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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.

GRANT OF COUNTY FUNDS  
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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  
THE PERMACULTURE GROUP, INC.  
GRANT NO. G5558

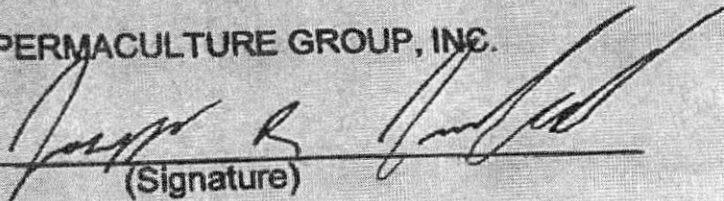
GRANTEE'S EXECUTION PAGE

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

Grantee:

THE PERMACULTURE GROUP, INC.

By

  
(Signature)

Print Name: Joseph R. Imhoff

Its

President  
(Title)

GRANT OF COUNTY FUNDS  
THE PERMACULTURE GROUP, INC.  
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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 2021-1538

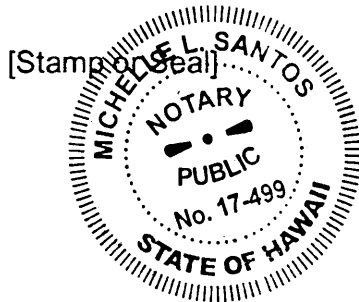


GRANT OF COUNTY FUNDS  
THE PERMACULTURE GROUP, INC.  
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STATE OF HAWAII           )  
  ) SS.  
COUNTY OF MAUI        )

On this 10th 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.



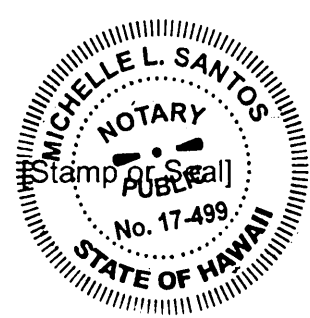
Michelle L. Santos  
Notary Public, State of Hawaii

**MICHELLE L. SANTOS**

(Print Name)

My commission expires: 12-03-2025 MLS  
12-03-2025

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>12-10-2021</u>	# Pages: <u>29</u>
Notary Name:	<u>MICHELLE L. SANTOS</u>	Judicial Circuit: <u>2nd</u>
Doc. Description:	<u>Grant Agreement</u>	
Notary Signature:	<u>Michelle L. Santos</u>	
Date:	<u>12-10-2021</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

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records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.

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

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THE PERMACULTURE GROUP, INC.  
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- 11) GRANTEE COMPLIANCE. Grantee shall strictly comply with its articles of incorporation and/or bylaws and all relevant County, State and Federal rules and regulations concerning Grantee's policies and operations.
- 12) NO DISCRIMINATION. Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal and State laws prohibiting discrimination.
- 13) MODIFICATION OF AGREEMENT. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be 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

GRANT OF COUNTY FUNDS  
THE PERMACULTURE GROUP, INC.  
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set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

- 17) PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.
- 18) ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's personal expenses.
- 19) LOBBYING PROHIBITED. Grantee shall not use grant funds for lobbying purposes or activities.
- 20) REVERSION OF ASSETS. The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. 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

**GRANT OF COUNTY FUNDS  
THE PERMACULTURE GROUP, INC.  
GRANT NO. G5556**

County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

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

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

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,

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State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

- c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

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

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

END OF GENERAL TERMS AND CONDITIONS

Form Name: OED Grant Application Form  
Submission Time: May 31, 2021 10:02 pm  
Browser: Chrome 90.0.4430.212 / OS X  
IP Address: 72.234.42.93  
Unique ID: 816396511

**EXHIBIT "B"**

## A. Application / Fiscal Agent Information

Organization Name	The Permaculture Group
Project Title	Increased Biochar Production to Regenerate Maui County's Soil
Requested Amount	30000
Business type	Corporation
Mailing Address	1135 Makawao Ave PMB 182 Makawao, HI 96768
Program Contact's Name	Joseph Imhoff
Program Contact's Title	Program Manager
Program Contact's Email	Joe@permaculturegroup.com
Program Contact's Phone	(808) 250-1469
Grant Administrator or Fiscal Agent Contact's Name	Sara Tekula
Grant Administrator or Fiscal Agent Contact's Title	Marketing Manager
Grant Administrator or Fiscal Agent Contact's Email	sara@irisagencymaui.com
Grant Administrator or Fiscal Agent Contact's Phone	(808) 250-4030

## B. Project / Program Information

Project Description: One sentence that describes your project. (May be used in OED promotion such as press release)	By expanding its capacity for production of high-quality, locally sourced biochar, The Permaculture Group (dba Ukiu Farms) will meet Maui County land managers' increasing demand for locally-sourced and produced soil regeneration products, reducing their reliance on irrigation, fertilizer, and other imported soil amendments, while regenerating the islands' ecosystems.
Date(s): List specific date(s) for project.	January 1, 2022 - December 31, 2022
Location of Project	Molokai Pukalani-Kula-Ulupalakua



**EXHIBIT**

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

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### C. Grant Application Certification

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Name of Authorized Representative	Joseph Imhoff
Title of Authorized Representative	Program Manager
Signature of Authorized Representative	Signature image not available.
Name of Additional Project Authorized Representative	Sara Tekula
Title of Additional Project Authorized Representative	Marketing Manager

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### D. Proposal Narrative

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**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 Permaculture Group, Inc (TPG), founded in 2007, is a sustainably managed small business that has provided various professional support services for Maui companies. Since Summer 2019, TPG has developed and tested locally-sourced, innovative methods for converting Maui's green waste into high-quality biochar and other products to support the health and regeneration of Maui's soil microbiome. Since January 2021, through its subsidiary Ukiu Farms, TPG has marketed and sold a regenerative soil and plant enrichment program to farmers and home gardeners with great results. To meet increasing demand from large landowners such as resorts, real estate developers, and golf courses, Ukiu Farms is ready to scale up beyond the company's current capacity. This requires the purchase of industrial equipment to produce greater volumes of product, and a custom-made storage structure to protect this equipment. Ukiu Farms Production Manager Joseph Imhoff, a member of the County of Maui Arborist Committee and a 18-year veteran of land restoration on Maui, leads the product development and education programs for the project. Marketing Manager Sara Tekula leads the marketing and communications, drawing from her experience consulting with dozens of Maui businesses and nonprofits since 2004. She has lectured in marketing and entrepreneurship at UH Maui College since 2011.

**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**

Ukiu Farms is seeking \$30,000 from Maui County Office of Climate Action, Sustainability, and Resiliency to help build capacity and support the expansion of biochar production capabilities at Ukiu Farms' Makawao facility. We are requesting these funds to purchase an industrial machine that will be used to grind, pulverize, and sift biochar material in larger quantities than we are currently able. This equipment upgrade will allow Ukiu Farms to meet increasing demand, greatly enhancing efficiency, and helping a start-up business to support Maui's land managers at a critical time. By providing high quality, regenerative soil enrichment products for Maui residents, businesses, groundskeepers, and land managers, Ukiu Farms will contribute to our islands' sustainability. In addition to funds for purchasing this machine, we also seek funds for materials to build an agricultural storage shed needed for the secured, weatherproof housing of processing equipment. Localized biochar production is benefiting Maui's diverse environments in many ways over the long term. Customers who've incorporated Ukiu Farms' biochar in their soil have benefited from reduced irrigation costs, reduced fertilization costs, increased native microbial activity in the soil, and enriched topsoil composition. Biochar will remain in the soil for hundreds of years, providing long term benefits, and making properties "carbon positive." Biochar granules are very porous and have been scientifically proven to work like sponges, holding onto moisture in the soil for prolonged periods of time, providing additional water for plant's roots during times of drought. Ukiu Farms' full soil enrichment system utilizes biochar in conjunction with microbial rich compost tea products and inoculated wood chips. This system is currently being utilized in field trials for a two-year scientific study in partnership with the Kaho'olawe Island Reserve Commission. Success of these field trials will prove the value of biochar as a tool to rehabilitate even the most degraded and erosive landscapes on earth, which will open new avenues for its use and even higher demand. Through education programs for customers, Ukiu Farms will assist landowners and managers in the adoption of regenerative methods of land management and will reduce the use of chemical fertilizers, which are proven to have detrimental effects on our watersheds, streams, and ocean life. Every step in 'Ukiu Farms' process utilizes local waste streams. The benefits from widespread biochar application include a reduction of Maui County's dependence on irrigation/water, fertilizers, and other imported soil amendments, while finding an innovative use for our green waste and the overgrowth of invasive plants and trees.

Production Schedule:

January 2022: Build Agricultural storage shed

February 2022: Purchase biochar processing machine

February 2022 – Dec 31 2022: Increase the amount of biochar production and use on Maui

**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.**

Ukiu Farms has been developing its biochar production and soil enrichment program for the past two years. Due to the Covid-19 pandemic, Maui residents were inspired to become more self-sufficient, focusing more on home gardening and land stewardship. Because of this, in March 2020 when our community was mandated to stay at home, there was a mass shortage of imported potting soils and other soil amendments at local garden stores. Ukiu Farms was ready to respond, and launched a comprehensive regenerative soil amendment program, marketing a suite of locally-made products that were immediately available for Maui residents, farmers, and other land managers. It is not sustainable to continually depend on imported soil enrichment products and fertilizers to support local gardens and farms, when we have the ability to make our own right here on Maui - especially when we are so "food insecure." Ukiu Farms has designed a way to scale up local soil enrichment product production, and is poised to provide a local solution that will make major contributions to the wellbeing of Maui - land, animals, and people. Using the products and practices Ukiu Farms has developed, we can implement regenerative topsoil conditions in Maui County that will thrive and ultimately get better over time. These products include Biochar Garden Mix, Biochar Top Dressing, Aerated Vermicompost Tea, and Concentrated Root Soak Tea. Through a series of educational videos an informative website, and social media posts, Ukiu Farms is educating and encouraging land managers to pivot their practices to incorporate scientifically-proven, regenerative methods of caring for their gardens, farms, orchards, and turf grass using locally made products that retain moisture and increase natural microbiology within the topsoil. County funding that supports the increase in Ukiu Farms' biochar processing capacity will directly impact the island; not only will it significantly propel a sustainable and regenerative soil amendment business that increases the success of Maui's farmers, gardeners, and land managers, but it will also result in long-term benefits for our islands' ecosystems and reduced dependence on irrigation, fertilizer, and other imported soil products.

**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?"**

Ukiu Farms is a family-owned and operated company that is currently being run by a husband and wife team to handle all aspects of production, sales, and administrative responsibilities. As biochar production capabilities increase in fiscal year 2022 and community demand increases, Ukiu Farms will create essential jobs that help diversify Maui's economy, and will expand with the growing demand for good soil. Ukiu Farms has recently partnered with tree care company Climbing HI, who has launched a "plant health care" program that utilizes Ukiu Farms' regenerative system biochar and compost tea products. Many local land managers will see benefits when using these products, increasing local economic and ecological resilience while improving soil and plant health for all Maui growers, from the home gardener or land manager, to large-scale industrial land use operations, such as farms, resorts, real estate developers, golf courses, and land restoration organizations.

<b>Goal 1</b>	Support the enrichment of topsoil health throughout Maui County
<b>Objective 1</b>	Increase the capacity of biochar production in Maui
<b>For Goal 1, what are 4 actionable steps you plan to take?</b>	<ul style="list-style-type: none"> <li>- Purchase industrial equipment needed to efficiently pulverize and sift biochar into uniform size granules.</li> <li>- Build an agricultural shed to secure industrial processing equipment.</li> <li>- Decrease labor time needed for biochar processing.</li> <li>- Increase partnerships with local conservation, agricultural, residential, developers, groundskeepers, and landscaping service providers who can implement and benefit from Ukiu Farms soil enrichment products.</li> </ul>
<b>For Goal 1, what are 4 ways you plan to measure performance or impact?</b>	<ul style="list-style-type: none"> <li>- What equipment was purchased?</li> <li>- Was storage shed built?</li> <li>-How much processing time was saved utilizing new processing equipment?</li> <li>- What partnerships were established in fiscal year 2022?</li> </ul>
<b>Goal 2</b>	Educate landowners about regenerative land stewardship practices
<b>Objective 2</b>	Reach out to property owners of all kinds who can benefit from implementing regenerative land management practices

<b>For Goal 2, what are 4 actionable steps you plan to take?</b>	<ul style="list-style-type: none"> <li>- Schedule site visits / educational training workshops with various property owners and managers.</li> <li>- Provide high quality biochar and fresh compost tea products to Maui residents and businesses.</li> <li>- Generate online videos that showcase the benefits of biochar and regenerative soil enrichment program.</li> <li>- Create informational pamphlet that explains the benefits of biochar and regenerative soil enrichment program.</li> </ul>
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<b>For Goal 2, what are 4 ways you plan to measure performance or impact?</b>	<ul style="list-style-type: none"> <li>- How many site visits were scheduled in FY 2022?</li> <li>- How many land owners applied biochar and other soil enrichment products in FY 2022?</li> <li>- How many clicks on ukiu farm's educational videos?</li> <li>- How many educational pamphlets were distributed?</li> </ul>
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<b>Goal 3</b>	Increase regenerative land management practices throughout Maui County.
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<b>Objective 3</b>	Establish multi-collaborative partnerships.
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<b>For Goal 3, what are 4 actionable steps you plan to take?</b>	<ul style="list-style-type: none"> <li>- Partner with tree care and landscaping companies who provide tree and lawncare services who can incorporate Ukiu Farms regenerative soil enrichment products into their services.</li> <li>- Partner with local garden centers and nurseries who can sell 'Ukiu Farms' biochar / regenerative soil enrichment products.</li> <li>- Encourage all customers of 'Ukiu Farms' regenerative soil enrichment products to filter irrigation water and remove chlorine and chloramine chemicals that kill off microorganisms in the soil.</li> <li>- Increase the # of properties to convert from conventional land management practices to regenerative systems that enhance the conditions for microbiology in the topsoil to thrive.</li> </ul>
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**For Goal 3, what are 4 ways you plan to measure performance or impact?**

- How many tree care / landscaping companies incorporated Ukiu Farms' regenerative soil amendment products into their application services?
- How many local garden centers and nurseries started carrying Ukiu Farms' regenerative soil enrichment products?
- Survey customers and quantify the % who started filtering irrigation water sources.
- Survey customers and quantify the % who switched to regenerative land management practices due to Ukiu Farms' biochar and soil enrichment products.

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## **Continuation of Proposal Narrative**

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**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.**

Social media campaign consisting of blog posts, Facebook posts, Instagram, Twitter. Press release. On-site educational demonstrations of products application processes. Training sessions for landscape professionals.

**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.**

Increased capacity of product processing capabilities will generate additional revenue to support this program in fiscal year 2022 and beyond.

**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.**

As Maui-made biochar becomes more readily available to the local community, and public education about regenerative practices continues, the demand will continue to grow. With the support of Maui County in FY2022, the equipment upgrade will allow for biochar processing capabilities to keep up with the growing demand. This will ultimately lead to the creation of essential jobs in agricultural soil enrichment products and application services.

**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.**

Production of Ukiu Farms' biochar is a carbon-positive enterprise by sequestering carbon from wood biomass that would otherwise decompose and become carbon released into the atmosphere. Every step in Ukiu Farms' processing and packaging utilizes waste streams. The biomass comes from invasive species clearing projects, and packaging is provided by Maui Brewing Company's waste stream of grain sacks and plastic bottles.

**Upload your Dashboard of Performance Measures and Itemized Project Budget & Narrative**

<https://oedgrantapplication2021.formstack.com/admin/download/file/10705188949>

## Required Documents

Upload Certificate of Vendor Compliance	<a href="https://oedgrantapplication2021.formstack.com/admin/download/file/10705188950">https://oedgrantapplication2021.formstack.com/admin/download/file/10705188950</a>
Upload Current DCCA Filing	<a href="https://oedgrantapplication2021.formstack.com/admin/download/file/10705188951">https://oedgrantapplication2021.formstack.com/admin/download/file/10705188951</a>
Upload IRS W-9 Form	<a href="https://oedgrantapplication2021.formstack.com/admin/download/file/10705188952">https://oedgrantapplication2021.formstack.com/admin/download/file/10705188952</a>
Upload Current Financial Statement	<a href="https://oedgrantapplication2021.formstack.com/admin/download/file/10705188953">https://oedgrantapplication2021.formstack.com/admin/download/file/10705188953</a>
Upload Bylaws	<a href="https://oedgrantapplication2021.formstack.com/admin/download/file/10705188954">https://oedgrantapplication2021.formstack.com/admin/download/file/10705188954</a>

## 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:**

Ukiu Farms' production facility is an outdoor location. Maintaining 6 ft social distance is required for all staff and volunteers. If the workflow does not allow for 6ft individual spacing, then staff and volunteers will be required to wear a mask while working in close proximity to one another. There is always a thermometer on hand and temperature checks are required when staff or volunteers show up on site. Hand sanitization is available on site for use at any point in time.



## FY22 FILL-IN GRANT PROPOSAL BUDGET & NARRATIVE

ITEMIZED BUDGET AND NARRATIVE: Please list all sources of income and expense for this project; then describe each line item in Narrative form to your right.

INCOME DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
Grant FY 2022	30,000.00			30,000.00	County Grant Request fy2022, performance period Jan 1, 2022 through Dec. 31st 2022.
Other Cash		3,000.00		3,000.00	Contracted services needed to set up industrial equipment.
In Kind services			26,640.00	26,640.00	
				0.00	
				0.00	
<b>TOTAL INCOME</b>	<b>30,000.00</b>	<b>3,000.00</b>	<b>26,640.00</b>	<b>59,640.00</b>	
EXPENSE DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
<b>ADMINISTRATION (PERSONNEL)</b>					
Production Manager			13,440.00	13,440.00	Oversees production process, packaging, and logistics. 32 hours per month @ \$35 per hour
Marketing Manager			5,000.00	5,000.00	Oversee: broad communications strategy, including website, social media, and public relations.
				0.00	
				0.00	
				0.00	
<b>OPERATIONS (INCLUDING CONTRACTED WORK)</b>					
Equipment	20,000.00			20,000.00	Industrial grinding machine to process and sift biochar.
Agricultural storage shed	10,000.00			10,000.00	Construction of an agricultural storage shed to house and protect industrial equipment.
Production Labor			7,200.00	7,200.00	Crew to assist with biochar production and packaging. Work trade (biochar and compost tea traded for project labor). Product value traded for labor = \$600 per month.
Equipment Set up		3,000.00		3,000.00	Electrician and mechanic to help set up industrial equipment + Misc. Materials.
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
<b>MARKETING</b>					
Marketing Materials & Expenses			1,000.00	1,000.00	Integrated marketing campaign which includes blog posts featured on websites, social media promoted posts, production and printing of educational pamphlet.
				0.00	
				0.00	
				0.00	
<b>OTHER</b>					
				0.00	
				0.00	
<b>TOTAL EXPENSE</b>	<b>30,000.00</b>	<b>3,000.00</b>	<b>26,640.00</b>	<b>59,640.00</b>	

THE PERMACULTURE GROUP, INC - FINANCIAL STATEMENT  
FY 2020 (July 2019-June 2020)

**REVENUE**

Professional Services	\$ 17,935.39
Retail Sales	\$ 723.01

**TOTAL REVENUE FY 2020** **\$ 18,658.40**

**EXPENSES**

Accounting & Bookkeeping	\$ 640.00
Advertising & Marketing	\$ 119.68
Auto/Gas	\$ 512.40
Auto/Maintenance	\$ 1,066.98
Bank Fees	\$ 2,205.50
Corporate Gifts	\$ 190.00
Events	\$ -
Farm Equipment	\$ 1,500.00
Farm Supplies	\$ 1,156.14
Graphic Design	\$ -
Inventory (Trees)	\$ 271.52
Working Meals	\$ 1,448.59
Office Equipment	\$ 911.09
Office Furniture	\$ -
Office Supplies	\$ 1,538.17
Postage/Mailbox Service	\$ 9.30
Printing	\$ -
Professional Development/Workshops	\$ 88.75
Office Rent	\$ 6,660.00
Software/Applications	\$ 280.00
Tax Payments	\$ -
Telephone/Internet	\$ 2,280.00
Travel/Airfare	\$ 1,779.05
Travel/Ground Transport	\$ 762.45
Utilities	\$ 3,600.00
Web Hosting	\$ 776.28

**TOTAL EXPENSES FY 2020** **\$ 27,795.90**

**FY 2020 PROFIT (LOSS)** **\$ (9,137.50)**

**STATE OF HAWAII**  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
BUSINESS REGISTRATION DIVISION  
335 Merchant Street  
Mailing Address: Annual Filing, P.O. Box 40, Honolulu, HI 96810

**DOMESTIC PROFIT CORPORATION ANNUAL REPORT AS OF July 1, 2020**

**CORPORATION NAME AND MAILING ADDRESS**

THE PERMACULTURE GROUP INC.  
1135 MAKAWAO AVE  
PMB 182  
MAKAWAO HI 96768

**Principal Office Address**

1135 MAKAWAO AVE  
PMB 182  
MAKAWAO HI 96768

**1. AUTHORIZED SHARES**

CLASS	NUMBER
COMMON	1,000

**TOTAL NUMBER OF SHARES ISSUED**

CLASS	NUMBER
COMMON	0

**2. Nature of Business**

LAND REVITALIZATION AND MANAGEMENT; FILM PRODUCTION & MEDIA SERVICES (SEE ARTICLES FOR MORE)

**3. The name of the registered agent and the registered agent's street address of the place of business in Hawaii of the person 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.**

JOSEPH IMHOFF  
1135 MAKAWAO AVE  
PMB 182  
MAKAWAO HI 96768

**4. List all officers and directors.**

Offices Held	Full Name	Address
V/T	TEKULA, SARA	1135 MAKAWAO AVE, PMB 182, MAKAWAO HI 96768
P/S/D	IMHOFF, JOSEPH	1135 MAKAWAO AVE, PMB 182, MAKAWAO HI 96768



**NO CHANGES**

Checking this box means there are no changes reported. The Department will not be held responsible for any changes made to this report.

**CERTIFICATION**

I certify under the penalties of Section 414-20, Hawaii Revised Statutes, that I have read the above, the information is true and correct, and I am authorized to sign this report.

August 20, 2020

Date

SARA ANN TEKULA

Signature of authorized officer, attorney-in-fact for an officer, or receiver or trustee (if the corporation is in the hands of a receiver or trustee)

SARA ANN TEKULA

Print Name

FILE NO. 219784 D1  
Rev. 10/2013

2020 B17  
B22  
BSA



MINUTES OF SPECIAL MEETING OF THE STOCKHOLDERS AND DIRECTORS OF  
THE PERMACULTURE GROUP INC.

A special meeting of the Stockholders and Board of Directors of the above named Corporation was held on the date, time, and at the place set forth. No formal notice was given of this meeting but those authorized to vote the shares held by the stockholders have signed below and approval of these minutes. The time and place of the meeting and those present are indicated below.

The Stockholders unanimously:

RESOLVED, that a Conflict of Interest and Nepotism Clause, the exact content of which is quoted below, is approved and thereby adopted as an amendment to the corporate bylaws. Section 10 of the Bylaws, titled "Organizational Policies," shall include the following as a subsection:

A. Conflict of Interest/Nepotism

- a. Conflict of Interest: The Directors shall sign a Conflict of Interest policy prior to commencing their term.
- b. Nepotism: No organization officer, director or employee or any volunteer may make, participate in, or attempt to influence employment or other business decisions involving a relative or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives, and all "employment decisions" must be made by others. If an individual is to be assigned to a position that is under the supervision or control of a relative who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative, a management plan will mitigate possible conflicts of interest must be devised and approved by the board of directors. A management plan is also required when an individual already in a position of authority becomes a relative of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The meeting was adjourned.

Joseph Imhoff, Treasurer.

Place of Meeting: Makawao, Maui, Hawai'i

Date: May 28, 2021, 5:00 PM

Those Present: Joseph Imhoff, Sara Tekula

Stockholders' Approval and Waiver of Notice

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Joseph Imhoff

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Sara Tekula

**Dashboard of Performance Measures**  
**The Permaculture Group dba 'Ūkiu Farms**  
**Calendar Year**

**List Names of Partnerships**

**Total # of Biochar Sales (www.ukiufarms.com)**

**Pounds of Biochar Sold (Retail)**

**Pounds of Biochar Sold (Wholesale)**

**Customer Survey / Satisfaction of Product**

FB 45

IG 281

YouTube?

**Marketing / Education**

**# of informational brochures were distributed**

**Equipment Purchased**

**Jobs Created**

**2021 forecast**

Private residents and landowners, Kula True Value Nursery & Hardware, Climbing HI, Kaho'olawe Island Reserve Commission, Skyline Conservation Initiative, Skyline Eco Adventures,

40

2700

1300

85% Very Satisfied or higher

At least 2,000 combined views of our educational videos on our website, YouTube, Facebook, and Instagram. At least 4,000 people reached through educational posts on our Facebook and Instagram accounts. Lead at least 4 educational seminars with landscapers, land stewards, farmers, and/or plant care professionals.

0

Trailer

0

**2022 forecast**

Golf Courses and Country Clubs, Hotels and Resorts, Professional Landscapers and Arborists, Home Owners Associations, Real Estate Developers

80

5400

2,600

90% Very Satisfied or higher

At least 5,000 combined views of our educational videos on our website, YouTube, Facebook, and Instagram. At least 9,000 people reached through educational posts on our Facebook and Instagram accounts. Lead at least 12 educational seminars with landscapers, land stewards, farmers, and/or plant care professionals.

250

Industrial Grinder, Storage Shed

1

## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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

**JOSEPH RICHARD IMHOFF**

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

**THE PERMACULTURE GROUP, INC**

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.

**1135 MAKAWAO AVE PMB 182**

6 City, state, and ZIP code

**MAKAWAO, HI 96768**

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

2 6 - 1 4 9 4 6 7 5

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Date ►

1/27/21

## 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](http://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:** THE PERMACULTURE GROUP INC.

**Issue Date:** 09/23/2021

**Status:** Compliant

Hawaii Tax#:

New Hawaii Tax#:

FEIN/SSN#: XX-XXX4675

UI#: XXXXXX5537

DCCA FILE#: 219784

**Status of Compliance for this Vendor on Issue date:**

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

**Status Legend:**

<b>Status</b>	<b>Description</b>
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