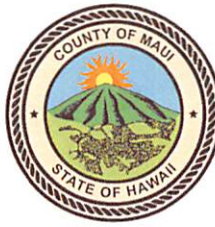


ALAN M. ARAKAWA  
Mayor

TEENA M. RASMUSSEN  
Economic Development Director



RECEIVED  
2018 APR 13 PM 3:13  
OFFICE OF THE MAYOR

**OFFICE OF ECONOMIC DEVELOPMENT**

COUNTY OF MAUI

2200 MAIN STREET, SUITE 305, WAILUKU, MAUI, HAWAII 96793, USA

Telephone: (808)270-7710 Facsimile: (808)270-7995 Email: economic.development@mauicounty.gov

April 13, 2018

Honorable Alan Arakawa  
Mayor, County of Maui  
200 South High Street  
Wailuku, HI 96793

For Transmittal to:

Honorable Michael White, Chair  
And Members of the Maui County Council  
200 South High Street  
Wailuku, HI 96793

Dear Chair White,

SUBJECT: Hawaii Tourism Authority (HTA) County Product Enrichment Program

In accordance with Ordinance No. 4456, Bill 365 (2017), Fiscal Year 2018 Budget, we are hereby transmitting to you a copy of the notice of grant award from the Hawaii Tourism Authority for the program listed above, in the amount of \$70,000. All goods and services shall be completed by March 31, 2019, provided that the HTA has the sole discretion to extend this contract until no later than March 31, 2020.

Sincerely,

A handwritten signature in black ink, reading "Teena M. Rasmussen".

Teena M. Rasmussen, Director

Attachment  
CC: Sananda Baz, Budget Director

RECEIVED  
2018 APR 16 PM 2:35  
OFFICE OF THE  
COUNTY CLERK

APPROVED FOR TRANSMITTAL  
A handwritten signature in black ink, reading "Alan Arakawa".  
4/13/18  
Mayor Date

COUNTY COMMUNICATION NO. 18-15A



# HAWAII TOURISM AUTHORITY

Hawaii Convention Center  
1801 Kalākaua Avenue, Honolulu, Hawaii 96815  
kolepona tel 808 973 2255  
kolepona fax 808 973 2253  
kahua pa's web http://www.hawaii-tourism.org

David Y. Igo  
President

George D. Szigeti  
President and Chief Executive Officer

## SUPPLEMENTAL NO. 1 TO MEMORANDUM OF UNDERSTANDING NO. 17007

176816

This Supplemental Memorandum of Understanding ("MOU") No. 1, executed on the respective dates indicated below, is effective as of the date of execution ("EFFECTIVE DATE"), between the **Hawaii Tourism Authority**, State of Hawaii ("STATE"), by its President And Chief Executive Officer (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 1801 Kalākaua Avenue, Honolulu, Hawaii 96815, and the **County of Maui ("COUNTY" or "CONTRACTOR")**, a political division of the State of Hawaii whose principal place of business is ~~444 Rice Street, Lihue, Hawaii 96766~~ **200 South High Street, Wailuku, HI 96793**



### RECITALS

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

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

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

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

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

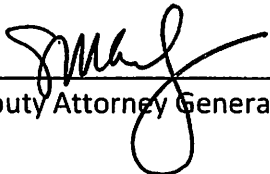
The entire MOU, as amended herein, shall remain in full force and effect.

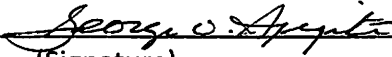
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and made effective this MOU  
on the day, month, and year first above written.

HAWAI'I TOURISM AUTHORITY:

Approved as to Form:

By   
Deputy Attorney General

By   
(Signature)

George D. Siefert  
(Print Name)

Its President & CEO  
(Title)

Date 2-12-18

COUNTY OF MAUI

Approval Recommended:

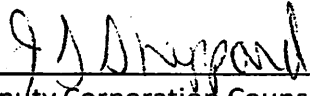
By   
Economic Development Director

By   
(Signature)

Alan Arakawa  
(Print Name)

Its Mayor  
(Title)

Approved as to form and legality:

By   
Deputy Corporation Counsel  
County of Maui 2/2/2018  
LF 2016-1233

Date 2/2/18

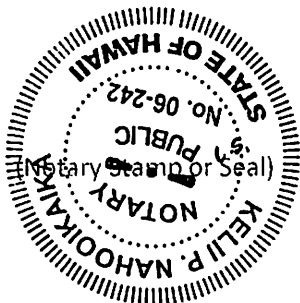


STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

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

On this 2nd day of February, 2018 before me appeared  
 / and Alan Arakawa, to me  
 known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/ar  
 / and Mayor of  
 County of Maui, the  
 CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
 instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said  
 instrument as the free act and deed of the CONTRACTOR.



Kelii P. Nahooikaika  
(Signature)

KELII P. NAHOOIKAIKA

(Print Name)

Notary Public, State of Hawaii

My commission expires: 4.30.18

Doc. Date: 12-29-16 # Pages: 10

Notary Name: KELII P. NAHOOIKAIKA 2nd Circuit

Doc. Description: Supplemental to memorandum  
 of understanding no. 17007

Kelii P. Nahooikaika 2.2.18  
 Notary Signature Date

NOTARY CERTIFICATION



**SCOPE OF SERVICES**

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

A. Scope of Services. The COUNTY shall:

1. As further described herein, COUNTY shall provide technical assistance to support HTA's request for proposals solicitation for the 2017 and 2018 Kukulu Ola, Aloha 'Āina, and CEP (cumulatively referred to herein as "PROGRAMS") and to evaluate the selected programs, projects and events awarded contracts pursuant to the solicitation through the submission of monthly evaluation reports, site visits, and providing a final report of any recommendations.
2. Meet and consult with HTA to obtain training on the COUNTY'S efforts to assist in HTA's implementation of the PROGRAMS.
3. Provide COUNTY personnel primarily responsible for directing and supervising the scope of services under this contract and shall have the following experience:
  - a. At least three years in economic development, preferably community economic development;
  - b. Excellent oral and written communication skills;
  - c. Demonstrated knowledge of marketing and business feasibility research and analysis;
  - d. Demonstrated knowledge of phases of marketing, including product development, sales, advertising and promotion, and distribution structure;
  - e. Familiar with governmental organization and programs as they relate to business and economics;
  - f. Demonstrated knowledge of issues pertaining to the areas of community based economic development, natural resources, tourism, and Hawaiian cultural programs, provided that if the personnel has not

- directly work in any one of these areas, the personnel shall know who in the COUNTY or community to seek and obtain such knowledge; and,
- g. Independently performs a full range of program planning, development and evaluation activities.
4. Adhere to the PROGRAMS criteria and guidelines established by HTA.
  5. Provide technical assistance to applicants seeking to submit proposals in response to the HTA's request for proposals solicitation for the PROGRAMS ("RFP"). Technical assistance, shall include but not be limited to:
    - a. Provide technical and non-substantive guidance to an applicant desiring to submit a proposal or application in response to the RFP that may be related to the any of the respective PROGRAMS;
    - b. Assist individual applicants and provide guidance in the completion of a proposal or application in response to the RFP.
  6. Assist in the promotion of the PROGRAMS and solicitation process described in the RFP.
  7. Attend all workshops provided by HTA to provide support for potential applicants interested in submitting a proposal or application in response to the RFP.
  8. Actively identify and recruit new applicants to submit a proposal or application in response to the RFP.
  9. Provide a work plan regarding the evaluation of the PROGRAMS, including but not be limited to a timeline for providing any periodic evaluation of each individual project or event within PROGRAMS and a monthly and final evaluation report regarding the scope of services provided under this contract, that will be due for HTA's prior approval.
  10. Complete and provide a final evaluation report for each project or event within the PROGRAMS by utilizing the HTA's evaluation form and must be provided to HTA within two (2) weeks after the completion of a project or event. For projects or events that have ongoing programming and do not have a concluding event, a periodic evaluation should be conducted after at least three-quarters of the activities have been completed and are due two (2) weeks

after a site visit or interview with the project or event organizer has been conducted.

11. If applicable, coordinate and facilitate quarterly site visits with HTA of projects or events under the PROGRAMS. STATE will make its own travel arrangements for CONTRACTOR at STATE's expense, including but not limited to flights and accommodations.
12. Provide a monthly evaluation report to HTA, due not later than the fifth business day of each month, that shall include but not be limited to:
  - a. A completed evaluation form provided by HTA;
  - b. Update on any programs and/or organizations assisted by the COUNTY;
  - c. Identification of any potential new applicants; and
  - d. Identification of any issues and resources needed for capacity building and technical assistance.
13. Complete and provide a final evaluation report to the HTA upon the completion of every project or event conducted under the PROGRAMS. The format and content of the final written evaluation report shall be provided by HTA to the COUNTY. The final evaluation report for the PROGRAMS shall be due on March 31, 2018 for the 2017 programs and March 31, 2019 for the 2018 programs.
14. Provide a representative for the COUNTY to serve as a member of an evaluation committee established by the HTA to evaluate the various proposals or applications submitted in response to the RFP, provided that the representative shall not have participated, directly or indirectly, in the solicitation of proposals from any offeror or applicant, or may in any manner have engaged in any activity or conduct that will provide an appearance of any conflict of interest when evaluating said proposals or applications. If COUNTY representative must travel to fulfill this condition, STATE will make travel arrangements at STATE's expense for such COUNTY representative, including but not limited to flights and accommodations, as necessary.
15. Provide the services described in sections 1-14 above to support HTA's request for proposals solicitation for the 2018 Kūkulu Ola, Aloha 'Āina, and CEP Programs and as clarified in the redlines of the previoius paragraphs.

**COMPENSATION AND PAYMENT SCHEDULE**

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

- C. COMPENSATION AND METHOD OF PAYMENT SCHEDULE. The total compensation for services to be provided by the COUNTY under this MOU shall be the total sum of money not to exceed ~~[SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)]~~ ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00), tax inclusive, and is subject to the availability of funds. Payment shall be made and transferred by the HTA to the COUNTY in accordance with paragraph 17 of the "General Conditions," attached hereto and made a part of this MOU, and shall be subject to the following provisions:
1. An amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) within thirty (30) days after the full execution of this MOU, provided the COUNTY has received a notice to proceed from the HTA and upon the HTA's prior receipt and approval of the following:
    - a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY requesting payment; and
    - b. A budget of how the total funds provided under this MOU will be used and the COUNTY personnel assisting or performing the services under this MOU.
  2. An amount not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the complete and satisfactory completion of the scope of services described in this MOU and HTA's prior receipt and approval of:
    - a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY;
    - b. A final evaluation report after the satisfactory completion of the entire scope of services as described in this MOU; and



- c. The satisfactory completion of services in accordance with this MOU and as determined by the HTA.

3. For the 2018 PROGRAMS: An amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) within thirty (30) days after the full execution of this MOU Supplemental 1, provided the COUNTY has received a notice to proceed from the HTA and upon the HTA's prior receipt and approval of the following:

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

4. For the 2018 PROGRAMS: An amount not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the complete and satisfactory completion of the scope of services described in this MOU Supplemental 1 and HTA's prior receipt and approval of:

- a. A written request for payment or invoice for said amount under the letterhead of the COUNTY and bearing the original signature of an authorized officer of the COUNTY; and
- b. A final evaluation report after the satisfactory completion of the entire scope of services as described in this MOU Supplemental 1; and
- c. The satisfactory completion of services in accordance with this MOU Supplemental 1 and as determined by the HTA.

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

~~3-6.~~ Progress payments shall not be construed as final acceptance of services required under this MOU. The COUNTY acknowledges and agrees to perform all services in accordance with this MOU for a total sum of money not to exceed [SEVENTY THOUSAND AND

~~NO/100 (\$70,000.00)~~ ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)  
tax inclusive, as specified above, subject to the availability of funds.

**TIME OF PERFORMANCE**

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

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

# **HAWAII TOURISM**

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## **AUTHORITY**

**February 7<sup>th</sup>, 2018**

### **County of Maui Work Plan for 2018**

#### **HTA Community Programs – Aloha ‘Āina/Community Enrichment/Kūkulu Ola Programs**

- 1) For the **Community Enrichment Programs**, once the County of Maui receives official notice of awards and event dates, the Office of Economic Development shall assign specialists to monitor and evaluate the events. A report will be written and submitted by the 10<sup>th</sup> of each month.
- 2) For the **Aloha ‘Āina Programs**, once the County of Maui receives official notice of awards and/or event dates, the Office of Economic Development shall assign specialists to monitor and evaluate the programs a minimum of twice a year. The first report will be due no later than 30 calendar days after the first 6 months and the second report will be due no later than 30 calendar days of the second 6 months.
- 3) For the **Kūkulu Ola Programs**, once the County of Maui receives official notice of awards and/or event dates, the Office of Economic Development shall assign specialists to monitor and evaluate the programs a minimum of twice a year. The first report will be due no later than 30 calendar days after the first 6 months and the second report will be due no later than 30 calendar days of the second 6 months.
- 4) A **Final Report** shall be submitted to HTA no later than March 31, 2019, following the end of the calendar year.