

DANNY A. MATEO  
County Clerk



JOSIAH K. NISHITA  
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)

September 7, 2018

Honorable Yuki Lei Sugimura, Chair  
Policy, Economic Development, and  
Agriculture Committee  
Council of the County of Maui  
Wailuku, Hawaii 96793

Dear Chair Sugimura:

By letter dated August 10, 2018 (County Communication No. 18-292), the Director of Finance transmitted 152 contracts/grants for filing with the County Clerk.

At the September 7, 2018 Council meeting, the foregoing communication was filed; however, Grant No. G4679 was referred to your Committee at your request. Transmitted is a copy of the grant.

Respectfully,

A handwritten signature in black ink, appearing to read "Danny A. Mateo", is written over a faint, larger version of the same signature.

DANNY A. MATEO  
County Clerk

/jym

Enclosures

cc: Director of Council Services

RECEIVED  
2018 SEP -7 PM 3:55  
OFFICE OF THE  
COUNTY COUNCIL

✓

## GRANT AGREEMENT CERTIFICATION

I, **MARK R. WALKER**, 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

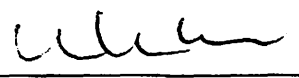
Amount Required

<u>903351B</u>	<u>MAYORS CONTINGENCY</u>	<u>(6317)</u>	<u>\$ 16,000.00</u>
----------------	---------------------------	---------------	---------------------

GRANT AGREEMENT	<u>G 4679</u>	<u>MAUI UNITED WAY</u>
-----------------	---------------	------------------------

Dated this 30 day of JUNE 2018

Grant Period: June 30, 2018 - December 31, 2018

  
\_\_\_\_\_  
MARK R. WALKER  
Director of Finance

Tropic Care for OED  
ORDINANCE NO. 4456 (FY2018)

FY 2018

jh

*aug 7/10 jh*

*7/1*

**GRANT AGREEMENT OF COUNTY FUNDS**

**MAUI UNITED WAY**

**Tropic Care**  
(Grant No. 4679)

Source of Funds:

Mayor's Contingency  
903351B

Certification                      Requested                      from                      County:  
\$16,000.00

THIS AGREEMENT, made this 10th day of July, 2018, by and MLS  
between MAUI UNITED WAY, a Hawaii non-profit, whose mailing  
address is 270 Ho'okahi Street, Suite 301, Wailuku, Hawaii  
96793, hereinafter called "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,  
Hawaii 96793, hereinafter called "County", collectively referred  
to as the "Parties".

W I T N E S S E T H :

WHEREAS, the County desires to support and encourage  
Grantee's proposal, as more fully described in Exhibit "A",  
attached hereto and made a part hereof; and

WHEREAS, the County has reviewed and approved the Grantee's  
application 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:

A. Scope of Program. Grantee shall complete its Program  
in accordance with Exhibit "A".

B. Program Budget. The County agrees to make available as a grant to the Grantee, a sum not to exceed SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00) in grant funds. Grantee shall utilize all County funds granted hereunder solely for Grantee's Program as described in Exhibit "A".

C. Performance Schedule. Grantee shall perform work on its Program between June 30, 2018 and December 31, 2018, subject to such extensions as may be agreed to in writing by the County, and unless sooner terminated as provided herein.

D. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Program in accordance with the General Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

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

GRANTEE:

MAUI UNITED WAY

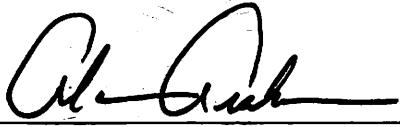
By Kani Luna Nunnakawa  
(Signature)

Kani Luna Nunnakawa  
(Print Name)  
Its President and CEO  
(Title)


By Cynthia Lallo  
(Signature)

Cynthia Lallo  
(Print Name)  
Its BOARD CHAIR  
(Title)

COUNTY OF MAUI:

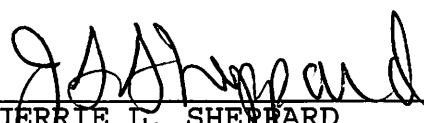
By   
ALAN M. ARAKAWA  
Its Mayor

APPROVAL RECOMMENDED:

  
LYNN A.S. ARAKI-REGAN  
Chief of Staff  
Office of the Mayor

  
SANDY BAZ  
Budget Director

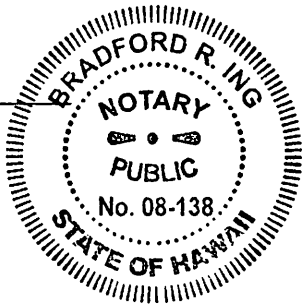
APPROVED AS TO FORM  
AND LEGALITY:

  
JERRIE L. SHEPPARD  
Deputy Corporation Counsel

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 25<sup>th</sup> day of June, 2018, before me personally appeared KARI LUNA NUNOKAWA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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

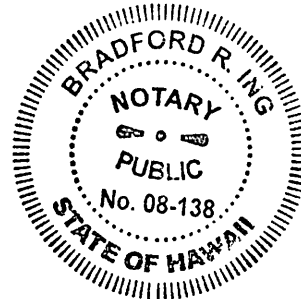


Bradford R. Ing  
Notary Public, State of  
Hawaii

Print Name: BRADFORD R. ING

My commission expires: May 4, 2020

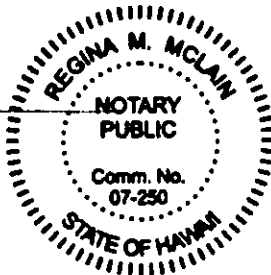
NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>undated at time of notarization</u>	# Pages: <u>7</u>
Notary Name:	<u>Bradford R. Ing</u> BRADFORD R. ING	Judicial Circuit: <u>2nd</u>
Doc. Description:	<u>Grant Agreement</u> <u>of County Funds</u>	
Notary Signature:	<u>Bradford R. Ing</u>	
Date:	<u>June 25, 2018</u>	



STATE OF Hawaii )  
County of Maui ) SS.

On this 3rd day of July, 2018, before me personally appeared Cynthia Lallo, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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

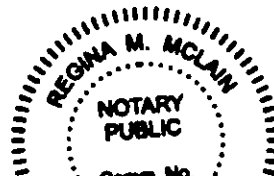


Regina M. McLain  
Notary Public, State of

Print Name: REGINA M. MCLAIN

My commission expires: 5/27/2019

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>undated at time of notarization</u>	# Pages: <u>5</u>
Notary Name:	<u>Regina M. McLain</u>	Judicial Circuit: <u>Second</u>
Doc. Description:	<u>Grant Agreement</u> <u>Maui County Funds, Maui</u> <u>Unkel Way #4679</u>	
Notary Signature:	<u>Regina M. McLain</u>	
Date:	<u>7/3/2018</u>	

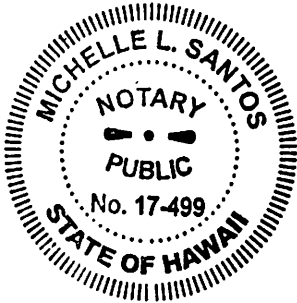


STATE OF HAWAII )  
COUNTY OF MAUI )

SS.

On this 10th day of July, 2018, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

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



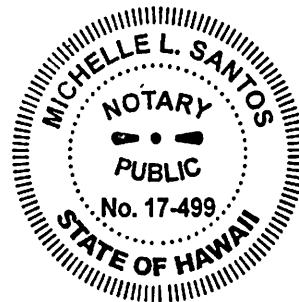
Michelle L. Santos

Notary Public, State of Hawaii

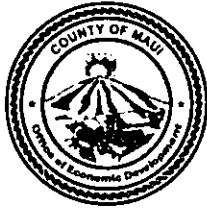
Print Name: MICHELLE L. SANTOS

My commission expires: 12-31-21

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>7-10-18</u>	# Pages:	<u>18</u>
Notary Name:	<u>MICHELLE L. SANTOS</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Grant Agreement of County Funds Grant # 64679</u>		
Notary Signature:	<u>Michelle L. Santos</u>		
Date:	<u>7-10-18</u>		







COUNTY OF MAUI  
Office of the Mayor  
200 S. High Street 9th floor  
WAILUKU, MAUI, HAWAII 96793 PHONE  
(808) 270-7855  
mayors.office@mauicounty.gov  
\*

## GRANT APPLICATION FISCAL YEAR 2018

**I. Project/Program Information Section:** Application Date: June 22, 2018

Project/Program Title: Tropic Care 2018

Performance Period: August 8-22, 2018

See page 5 of the Grants Handbook for more information

Project Manager: Kari Luna Nunokawa

Phone Number: 8082448787 Cell: 8082814282

Email: kari@mauiunitedway.org

**II. Applicant/Fiscal Agent Information:**

Legal Name of Organization: Maui United Way

Should match legal name listed on Department of Commerce and Consumer Affairs (DCCA) and Certificate of Vendor Compliance

Mailing Address: 95 Mahalani Street, Suite 24

City/State/Zip: Wailuku, HI 96793

Phone Number: 8082448787

Contact Person: Kari Luna Nunokawa

Cell Number: 8082814282 Email: kari@mauiunitedway.org

Amount of Funds Requested: \$ 16,000.00

**EXHIBIT "A"**

**III. Project Description:** 1 sentence only, please. This sentence will be used in our press release.

In collaboration with the State Dept. of Health, County of Maui, and the Air National Guard Innovative Readiness Training (IRT), Tropic Care Maui 2018 will provide free dental, medical, and optometric services including sports physicals, optometry exams, eyeglass production, adult health exams, tooth extractions, dental exams, and minor fillings throughout Maui County on Aug. 11-19, 2018.

**IV. Proposal Outline:** Please attach your Proposal using the instructions on page 5 of the

Handbook.

- A. Project Summary
- B. Introduction
- C. Problem/Need and Target Groups
- D. Economic Impact
- E. Goals, Objectives, Action Steps and Measures of Success
- F. Dashboard for Organization or Project Performance Measures
  - Recurring funding grants ONLY
- G. Marketing Plan
- H. Use of Local Community Resources
- I. Economic Self-Sufficiency
- J. Green Initiatives and Eco-friendly Practices
- K. Itemized Budget: Please refer to Sample Budget template on page 12 of Handbook)
  - Include HTA budget if applicable
- L. Budget Narrative

**V. Supporting Documentation:** Please attach the following (see page 14 of Handbook for more details):

- L. Certificate of Vendor Compliance (Dated within 2 months)
- M. Corporate Entity Documents
  - Required for all non-profits, for profit corporations and LLCs
- N. Sole Proprietor Documents
- O. List of current grants with the County of Maui and/or State of Hawaii
- P. Certificate of Liability Insurance (on confirmation of funding)

**VI. Applicant/Fiscal Agent Submittal:**

**Maui United Way**

---

Name of Applicant/Fiscal Agent

submits this application as requested to receive County of Maui , Office of the Mayor grant funds for:

**Tropic Care 2018**

---

Project Name

And hereby agrees to administer the project in accordance with the contract prescribed by the County of Maui Office of the Mayor. Distribution of grant funds is limited to those applicants who are in compliance with regulations, policies and procedures. The Office of the Mayor reserves the right to withhold such distributions at any time the applicant/grantee is not in compliance.

It is the policy of the County of Maui, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "COUNTY", and for those who do business with the County to provide equal employment opportunities to all persons regardless of race, physical disabilities, color, religion, sex, age or national origin as mandated by the Federal Civil Rights Acts, as amended and any other federal and state laws relating to equal employment opportunities.

**VII. Authority and Capacity:**

The applicant assures that it has the authority and capacity to develop and submit the application and to carry out a project pursuant to the application.

**VIII. Contracts:**

Contracts for a grant shall not be disbursed unless and until a fully executed grant agreement is entered into between the COUNTY and the recipient. The terms of this application shall be incorporated between the COUNTY and the recipient. Each grant agreement shall expressly state that the GRANTEE is an independent contractor and not an employee of the County and provide that the recipient or provider shall indemnify and hold harmless the County, its departments, the appropriate contracting agency and the involved officers, employees and agents from and against all claims, damages, or costs arising out of or in connection with the acts or omissions of the recipient or provider.

**IX. Continued Eligibility:**

Any GRANTEE who withholds or omits any material facts to the County of Maui shall be in violation of the terms of this Agreement and may be liable to reimburse a portion of any funds received herein. Such GRANTEE shall be prohibited from receiving any grant, subsidy or purchase of service Agreement from the County of Maui for a period of five years.

Organizations currently receiving funds from the County Office of the Mayor must be in good standing and up to date on all required reporting requirements and contract deliverables in order to re-apply.

**X. Certification:** Unsigned proposals will not be accepted. Two signatures are required the applicant is a sole proprietor or sole member of an LLC.

The applicant certifies that the data in this application is true and correct and that the Applicant shall comply with the assurances set forth in this application.

**Name and title of official(s) authorized to sign for applicant organization:**

Must be listed as an owner, member or officer on DCCA Annual Filing

Kari Luna Nunokawa

Name of Authorized Representative (Print)

President and Chief Professional Officer

Title



Signature of Authorized Representative

6/25/18

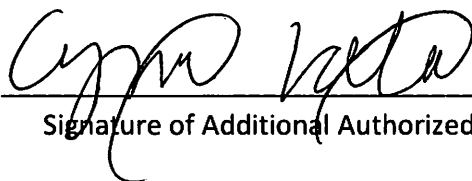
Date

Cynthia Lallo

Name of Additional Authorized Representative (Print)

Chairman of the Board

Title



Signature of Additional Authorized Representative

6/25/2018

Date

#### A. Project Summary

On August 11-19, Maui County residents of all ages will have a chance to receive free medical and dental care through a program called Tropic Care. Maui County officials are teaming up with the Department of Defense and State of Hawaii Department of Health to offer physicals, eye exams, eyeglasses, dental exams and cleanings, tooth extractions and fillings. NO I.D. or insurance needed

In exchange for the free services, more than 300 military reservists get some needed training.

The services will be available at the following clinic sites: UH Maui College, Lanai County Gym, Hana Old School Cafeteria, Mitchell Pauole Center, St. Theresa Church, and Waiola Church. The clinics will be open 8 a.m. to 4:30 p.m.

#### B. Introduction

Tropic Care 2018 is an Innovative Readiness Training mission directed by the Office of the Assistant of the Secretary of Defense which allows the Reserves of the Army, Air Force, Navy and Marine Corps, and the Hawaii National Guard to work in a joint-services and civil-military environment while providing health care services to the communities of Maui County at no cost to the people.

#### C. Problem/Need and Target Groups

Healthcare is one of the top social and economic problems facing Americans today. The rising cost of medical care and health insurance is impacting the livelihood of many Americans in one way or another. The inability to pay for necessary medical care is no longer a problem affecting only the uninsured, but is increasingly becoming a problem for those with health insurance as well.

In 2012, nearly half (46%) of adults ages 19 to 64, or an estimated 85 million people, did not have health insurance for the full year (30%, or 55 million) or were underinsured and unprotected from high out-of-pocket costs (16%, or 30 million). (Source: Commonwealth Fund Biennial Health Insurance Survey 2012)

As many residents in Maui County do not readily have access to healthcare, Tropic Care 2018 provides an opportunity for them to receive free physicals, eye exams, eyeglasses, dental exams and cleanings, tooth extractions and fillings – in their communities for a 9-day period.

#### D. Economic Impact

A similar event was held in Maui County <sup>in</sup> 2013 and reportedly helped an estimated over 10,000 residents and delivered an estimated \$1 million in free health services.

#### E. Goals, Objectives, Action Steps and Measures of Success

As our population has increased since 2013, we hope to serve over 12,000 residents across our 3 islands during Tropic Care 2018's 9-day service period.

#### F. Dashboard for Organization or Project Performance Measures

	<u>Goal</u>
Number of individuals served	12,000
Satisfaction survey from residents served by Tropic Care 2018	75% Good/Excellent

# TropiCare Budget

Activity	Cost
<b>Logistic</b>	
Waiola Church	\$10,400.00
UHMC	\$2,000.00
Molokai Armory	\$2,000.00
Lanai School	\$2,500.00
Hana School	\$2,000.00
Saint Theresa	\$1,000.00
WMSC	\$1,000.00
	\$20,900.00
<b>Flyers, Posters &amp; Signs</b>	
Banner 7@\$300/each	\$2,100.00
Print Forms, Flyers, Posters (Data & Attendance)	\$1,000.00
	\$3,100.00
<b>Janitorial Services</b>	
Bathroom Supplies (Soap, Paper Towels, Bath Tissue)	\$1,000.00
Labor	\$2,000.00
	\$3,000.00
Waste Disposal (Lanai, Molokai, WMSC, Hana & UHMC)	\$3,000.00

# TropiCare Budget

<b>Transportation</b>	
Lanai Expedition	
Air Travel	
<b>10KW Generator</b>	<b>\$5,000.00</b>
<b>Luau (Kihei C.C. - Reserved/St. Theresa)</b>	<b>\$7,000.00</b>
<b>Shirts</b>	<b>\$2,000.00</b>
<b>Paid Ads (Newspaper, Radio, AKAKU)</b>	<b>\$2,000.00</b>
<b>TOTAL</b>	<b>\$46,000.00</b>

## **GENERAL TERMS AND CONDITIONS**

**1) Method of Payment:** Unless otherwise specified herein, Grantee shall submit on their 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: a) Be authenticated as to its accuracy by the grantee and verified by a designated County official; b) Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement; c) Include copies of receipts, canceled checks, vendor agreements, and/or other documentation providing verification of work completed in accordance with this Agreement; and d) 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 the County of the final written report from Grantee acceptable to County, and receipt of original tax clearance certificate for Grantee from the State of the Hawaii Department of Taxation.

**2) Withholding of Payments:** County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

**3) 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.

**4) 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 pay the County the current fair market value of the asset or transfer the control of the asset to the County.

Upon expiration or termination of the Agreement, the Grantee shall submit to County an inventory of all personal property acquired with County funds at a purchase price of \$500.00 or more. Unless the Grantee has the written consent of the County, the Grantee shall transfer to the County upon expiration or termination of this Agreement any County funds on hand at the time of expiration or termination of this Agreement and any real and/or personal property acquired or improved in whole or in part with County Funds.

## **EXHIBIT "B"**



**5) Non-Profit Status:** Grantee warrants that it is a Hawaii non-profit organization and duly authorized to conduct business in the State of Hawaii.

**6) Insurance:** In order to protect itself as well as the County under the indemnification agreement set forth herein, the Grantee shall obtain, pay for, and keep in force throughout the period of this Agreement comprehensive liability insurance issued by an insurance company (the "Carrier) authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a Non-Admitted Carrier") only through a general insurance agent or broker licensed in the State of Hawaii. The carrier shall be rated no less than "A-" as established by "AM Best" or "Standard and Poor" ratings.

The insurance policy, as evidenced by issuance of a "Policy Endorsement," shall name the County of Maui, its departments, agencies, officers, directors, employees and agents as "Additional Insured", and shall include a duty to defend the County, its departments, agencies, officers, directors, employees and agents against any loss, liability, claims, and demands for injury or damage, including but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with GRANTEE's actions and/or performance of this Agreement.

Unless otherwise agreed to by the County, through the joint decision and discretion of the Economic Development Coordinator and the Department of Finance, the insurance policy shall contain the following minimum requirements:

1. No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
2. No erosion of limit by payment of defense costs; and
3. Minimum annual aggregate limit of \$2,000,000.

Prior to or upon the execution of this Agreement, Grantee shall furnish the County with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Agreement, the Grantee shall ensure renewal of the insurance policy, and provide the County with a copy of the renewed insurance policy certificate together with the required endorsements.

Unless waived by the County, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given the County thirty (30) calendar day's prior written notice of the intended cancellation or termination.

**7) Indemnification:** To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its departments, agencies, officers, directors, employees, and agents from and against any and all manner of actions and claims 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.

**8) Alcohol:** The County of Maui will not reimburse for any alcohol expenses.

**9) Subcontracting:** Grantee shall not procure, or subcontract, any part of the services under this Grant Agreement without the prior written consent of County.

**10) Record Keeping:** Grantee shall keep records and prepare reports, including detailed, separate financial records relating to funds received from the County. All accounts shall be prepared and maintained according to generally accepted account 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 expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from County and the nature and amount of all charges claimed to be against such funds. 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.

**11) Documents and Files:** Any information, data, report, record, summary, table, map or study given to or prepared or assembled by the Grantee under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of the County.

The County shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the Grantee pursuant to this Agreement, and all such materials shall be considered "works made for hire". The County, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the Grantee pursuant to this Agreement.

The Grantee and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost or pricing data for five (5) years from the date of the final payment under the Agreement. In the event of any litigation, claim, investigation, audit, or other action, involving the records shall be retained for five (5) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the Grantee and any subcontractors shall allow County free and unrestricted access to such records.

**12) Quarterly Reports:** Grantee shall provide County with written Quarterly status reports containing the following information: Summary of Program status in relation to goals, objectives and scheduled action steps outlined in the grant proposal; Numbers and descriptions of people or businesses served; Financial status reports of County funds used; and a narrative report, including progress in meeting performance standards and economic self-sufficiency, if appropriate.

**13) Final Report:** Grantee shall provide a final report within 60 days after completion of the Program covered by this grant award including a financial section, evaluation section and other information as requested by County.

**14) 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.

**15) Financial Audits:** Grantee shall supply County with a copy of its annual financial statements, prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books and other financial records upon request of County to determine compliance with the terms of the grant agreement. Grantee shall cooperate fully and assist the County in such an audit.

**16) Program Monitoring:** The Grantee shall retain and permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, events or activities without advance or formal notification or appointment when such access is for the express purpose of monitoring, investigating, researching or formulating programs, services, or related policies and procedures or when the County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.

**17) County Recognition:** Grantee shall give the County appropriate recognition in all County-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.

**18) Grantee Compliance:** Grantee shall strictly comply with its articles of incorporation and/or bylaws and all relevant County, State and/or Federal rules and regulations concerning its policies and operations.

**19) 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 race, color, ancestry, national origin, religion, creed, sex, sexual orientation, disability, age, marital status, arrest and court record, National Guard participation or HIV infection.

**20) Program Alteration:** Grantee shall not alter Program plans which provided the justification for the grant without first obtaining the prior written consent of County. Grantee shall inform County of any proposed changes to the budget allocations, Program description or schedule outlined herein.

**21) Modification of Agreement:** Any request to modify, alter or change this Agreement, shall be made to the Coordinator or designee of the Office of Economic Development in writing. Any modification, alterations or changes including, but not limited to, the modifications of the services to be performed, the extension of time of performance, or changes to the total amount of funding including in the approved budget, shall be made only by written supplemental agreements executed by the County and Grantee. Other modifications, alterations or changes to this Agreement, if approved, shall be made in writing by the Coordinator or designee of the Office of Economic Development.

**22) Termination of Agreement:** If, for any cause, the County finds that the Grantee has failed to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement or if the Grantee breaches any of the promises, terms or conditions of this Agreement and, having been given reasonable notice of an opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by the County, the County shall have the right to terminate this Agreement by giving written

notice to the Grantee of such termination. Further, the County may terminate this Agreement **without cause** by giving written notice to the Grantee thirty (30) calendar days before the effective date of such termination.

**23) Proselytization Prohibited:** Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

**In the event Grantee fails to adhere to any of the conditions listed herein, County may withdraw any part of the grant, or the entire grant. Grantee shall be held liable for any grants funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.**