

MICHAEL P. VICTORINO  
Mayor



KAY FUKUMOTO  
Economic Development Director

**OFFICE OF ECONOMIC DEVELOPMENT  
COUNTY OF MAUI**

2200 MAIN STREET, SUITE 305, WAILUKU, MAUI, HAWAII 96793, USA  
TELEPHONE: (808)270-7710 Email: economic.development@mauicounty.gov

March 22, 2019

Ms. Michele M. Yoshimura *Miy*  
Budget Director, County of Maui  
200 South High Street  
Wailuku, HI 96793

Honorable Michael P. Victorino  
Mayor, County of Maui  
200 South High Street  
Wailuku, HI 96793

For Transmittal to:

Honorable Kelly King, Chair  
and Members of Maui County Council  
200 South High Street  
Wailuku, HI 96793

Dear Chair King and Members:

**SUBJECT: GRANT REVENUE - Hawaii Tourism Authority (HTA) -  
County Product Enrichment Program**

In accordance with Ordinance 4861, Bill 57 (2018) Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of Supplemental No.2 to Memorandum of Understanding between the County of Maui and The State's Hawaii Tourism Authority for The County Product Enrichment Program.

Thank you for your attention to this matter. Should you have any questions, please contact me at 270-7224.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kay Fukumoto".

Kay Fukumoto, Director

Attachments

APPROVED FOR TRANSMITTAL

*Michael P. Victorino* 3/28/19  
Mayor Date

RECEIVED  
2019 MAR 28 PM 3:34  
OFFICE OF THE  
COUNTY CLERK

COUNTY COMMUNICATION NO. 19-147



# HAWAII TOURISM AUTHORITY

Hawaii Convention Center  
1801 Kalākaua Avenue, Honolulu, Hawaii 96815  
kolepona tel 808 973 2255  
kolepona fax 808 973 2253  
kahua pa'a web hawaii-tourism-authority.org

David Y. Ige  
Governor

Chris Tatum  
President and Chief Executive Officer

## SUPPLEMENTAL NO. 2 TO MEMORANDUM OF UNDERSTANDING NO. 17007

This Supplemental Memorandum of Understanding ("MOU") No. 2, executed on the respective dates indicated below, is effective as of the date of execution ("EFFECTIVE DATE"), between the **Hawaii Tourism Authority, State of Hawai'i ("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, Hawai'i 96815, and the **County of Maui ("COUNTY"** or "CONTRACTOR"), a political division of the State of Hawai'i whose principal place of business is 4444 Rice Street, Līhu'e, Hawai'i 96766.

### 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). 1 dated February 12, 2018, 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 Hawai'i ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental MOU.

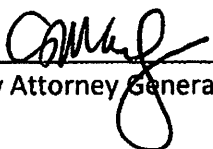
The entire MOU, as amended herein, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and made effective this MOU  
on the day, month, and year of the most recent signature date below.

HAWAII TOURISM AUTHORITY:

Approved as to Form:

By   
Deputy Attorney General

By   
(Signature)

Chris Teten  
(Print Name)

Its CEO  
(Title)

Date 1/29/19

COUNTY OF MAUI

Approval Recommended:

By   
Economic Development Director


By   
(Signature)

Sananda K. Bar  
(Print Name)

Its Acting Mayor  
(Title)

Date 1/23/19

Approved as to form and legality:

By   
Deputy Corporation Counsel.  
County of Maui  
LF 2016-1233 1/17/2019

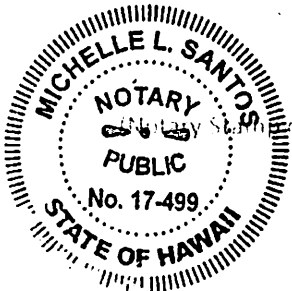


STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Hawaii )  
 ) SS.  
COUNTY OF Maui )

On this 23rd day of January, 2019 before me appeared  
SANANDA BAZ and \_\_\_\_\_, to me  
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/an  
ACTING MAYOR and \_\_\_\_\_ 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.



Michelle L. Santos  
(Signature)

MICHELLE L. SANTOS

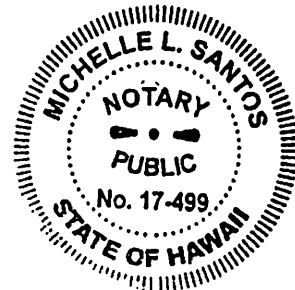
(Print Name)

Notary Public, State of Hawaii

My commission expires: 12-32-1

Doc. Date: 12-29-16 # Pages: 11  
Notary Name: MICHELLE L. SANTOS QML Circuit  
Doc. Description: Memorandum of  
understanding

Michelle L. Santos 1-23-19  
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] applicants HTA's request for proposals solicitation for the 2017, ~~[and]~~ 2018 and 2019 Kuku Ola, Aloha 'Āina, and Community Enrichment Program ~~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] ~~how the HTA would like the COUNTY to assist RFP applicants, and how to evaluate the awarded projects.~~
  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 and outlined in the respective RFPs which are incorporated by reference.
- 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, procedural, 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 (Contractors informational Briefings (2), RFP Informational Briefings (2), Capacity Building Workshops (1)).
- 8. Actively identify and recruit new applicants to submit a proposal or application in response to the RFP. Persons assigned by COUNTY to provide technical assistance, as a result of their involvement will not be serving as voting members of any RFP evaluation committees associated with the PROGRAMS, but will be present during evaluator reviews to answer any questions from the committee regarding the needs of the community and past performance of the respective event being proposed.
- 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 Kūkulu Ola, Aloha 'Āina, and Community Enrichment programs [PROGRAMS] and a monthly and final evaluation report

regarding the scope of services provided under this MOU[contract], that will be due for HTA's prior approval no later than December 16, 2016 for initial MOU and March 31, 2018 for Supplemental 1 to this MOU and March 31, 2019 for Supplemental 2 to this MOU.

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]~~ of the completion of a project or event. For Kūkulu Ola and Aloha 'Āina projects that have ongoing programming, two periodic evaluations are required for each project – one between the months of January through June and another one between the months of July and December~~[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]~~ of the three PROGRAMS 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 and March 31, 2020 for the 2019 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 and 2019 PROGRAMS [Kūkulu Ola, Aloha 'Āina, and CEP Programs] and as clarified in the redlines of the previous paragraphs.

15-16. COUNTY shall comply with all provisions of the COUNTY and STATE Ethics codes in its performance of obligations under this MOU.

**[END SCOPE OF SERVICES. ATTACHMENT S2 "COMPENSATION AND PAYMENT SCHEDULE" FOLLOWS]**



**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)] TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00), 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. For the 2019 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 2, 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.

6. For the 2019 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 2 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.

7. 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.

5-8. 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)] **TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00)** tax inclusive, as specified above, subject to the availability of funds.

**[END COMPENSATION AND PAYMENT SCHEDULE. ATTACHMENT S3 "TIME OF PERFORMANCE" FOLLOWS]**

SUPPLEMENTAL AGREEMENT NO. 2  
Attachment-S3

**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, and by March 31, 2020 for the Supplemental 2 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 period]s: [April 1, 2018 to March 31, 2019, and][April 1, 2019 to March 31, 2020].~~

[END OF TIME OF PERFORMANCE]

[END OF CONTRACT]

w. Veteran Directed Home Community Based System	25,000
x. Volunteer Center Program	10,000
y. State of Hawaii, Department of Health, Alcohol and Drug Abuse Division, Substance Abuse Prevention System	20,725
6. Office of the Mayor	
a. Hawaii State Department of Business, Economic Development & Tourism	2,500
b. Hawaii State Energy Office	25,000
c. Hawaii Tourism Authority (HTA) - County Product Enrichment Program (1) Provided, that disbursement for salaries and premium pay is not restricted by Section 5.	70,000
d. Innovate Hawaii	10,000
e.. Workforce Innovation and Opportunity Act (WIOA) (1) Provided, that disbursement for salaries and premium pay is not restricted by Section 5.	661,169
f. State of Hawaii Department of Agriculture – Kula Agricultural Park Expansion	5,000,000
g. Community Development Block Grant (CDBG) Program	
(1) County of Maui, Department of Environmental Management Project: Molokai Landfill Trailer Mounted Diesel Tank (i) Acquisition of a trailer mounted diesel tank.	25,000
(2) County of Maui, Department of Environmental Management Project: Hana Landfill Bulldozer (i) Acquisition of a bulldozer to replace a 14-year old track loader.	530,000
(3) County of Maui, Department of Environmental Management Project: Molokai Landfill Wheel Loader (i) Acquisition of a wheel loader to improve the efficiency of handling cover material, waste, and recyclables.	400,000
(4) ARC of Maui County Project: ARC Residential Group Home Safety Improvements Project (i) Rehabilitation of the ARC of Maui County facilities to include retrofitting and updating of the fire alarm systems in three intermediate care facility homes and installation of backup battery systems to provide emergency power to six homes.	270,000