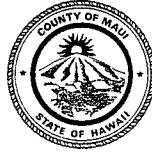


JOSIAH K. NISHITA
County Clerk



RECEIVED MARGARET C. CLARK
Deputy County Clerk

2019 FEB -8 AM 8:23

OFFICE OF THE COUNTY CLERK

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

OFFICE OF THE
COUNTY COUNCIL

February 7, 2019

Honorable Shane M. Sinenci, Chair
Environmental, Agricultural, and
Cultural Preservation Committee
Council of the County of Maui
Wailuku, Hawaii 96793

Dear Chair Sinenci:

By letter dated January 8, 2019 (County Communication No. 19-34), the Director of Finance transmitted 123 contracts/grants for filing with the County Clerk.

At the February 1, 2019 Council meeting, the foregoing communication was filed; however, Grant G4814 was referred to your Committee at Councilmember Sugimura's request. Transmitted is a copy of the grant.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Nishita", written over a horizontal line.

JOSIAH K. NISHITA
County Clerk

/jym

Enclosures

cc: Director of Council Services

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

903232B COQUI FROG ERAD PRJ OP (6317) \$ 750,000.00

GRANT AGREEMENT G 4814 UNIVERSITY OF HAWAII

Dated this 28 day of NOVEMBER 2018
Grant Period: October 1, 2018 - March 31, 2020



MARK R. WALKER
Director of Finance

Coqui Frog Eradication
Project for OED
ORDINANCE NO. 4861 (FY2019)

FY 2019

jh

ang/11/20 j359

GRANT AGREEMENT OF COUNTY FUNDS

UNIVERSITY OF HAWAII
Coqui Frog Eradication Project

(Grant No. G4814)

Source of Funds: Coqui Frog Eradication Project

903232B

Total Certification Requested from County: \$750,000.00

THIS AGREEMENT, made this 3rd day of December, 2018, by and between the UNIVERSITY OF HAWAII, a Hawaii State Agency, whose mailing address is 2440 Campus Rd, Box 368 Honolulu, Hawaii 96822, 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", attached hereto and made a part hereof.

B. Program Budget. The County agrees to make available as a grant to the Grantee, a sum not to exceed SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) 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 October 1, 2018 and March 31, 2020, 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 in Exhibit "B", attached hereto and made a part hereof.

E. Special Conditions. The following special conditions supersede those listed in Exhibit "B", as noted:

1. General Condition 1) Method of Payment, is replaced with:

Special Condition 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.

2. General Condition 4) Reversion of Assets, is replaced with:

Special Condition 2) 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.

3. General Condition 6) Insurance, is replaced with:

Special Condition 3) Insurance: The County and the Grantee understand that the Grantee is self-insured as an agent of the State of Hawaii.
4. General Condition 7) Indemnification, is replaced with:

Special Condition 4) Responsibility: Grantee shall be responsible for damages or injury caused by Grantee's agents, officers, and employees in the course of their employment, to the extent that the Grantee's liability for such damage or injury has been determined by a court or otherwise agreed to by the Grantee, and the Grantee shall pay for such damages and injury to the extent permitted by law.
5. General Condition 11) Documents and Files, is replaced with:

Special Condition 5) Documents and Files: The Grantee shall own the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, discoveries, works of authorship, improvements, know-how, trade secrets, software, information and data conceived or developed in the performance of this Agreement, including anything developed using Grantee facilities or by Grantee personnel, and funded under this Agreement.

Any information, data, product, material, concept, report, record, summary, table, map or study developed, prepared, assembled, or conceived by the Grantee under this Agreement that the Grantee requests to be kept confidential shall not be made available to any individual or organization without prior written approval of the Grantee.

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.

6. General Condition 16) Program Monitoring, is replaced with:

Special Condition 6) 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 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.

7. General Condition 20) Termination of Agreement, is replaced with:

Special Condition 7) 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, either party may terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such termination.

8. Special Condition 8) General Condition 5), Non-Profit Status, is inapplicable, and is hereby considered void.

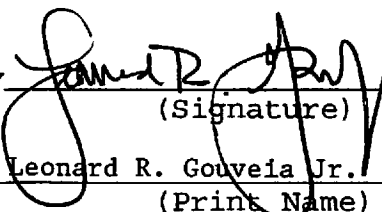
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

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

GRANTEE:

UNIVERSITY OF HAWAII

By 
(Signature)
Leonard R. Gouveia Jr.
(Print Name)


Its Director, ORS
(Title)

By _____
(Signature)

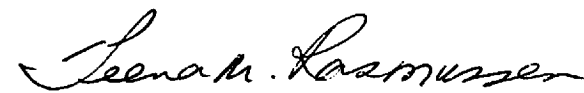
(Print Name)

Its _____
(Title)

COUNTY OF MAUI:

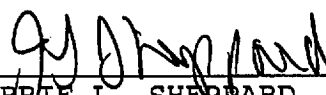
By 
ALAN M. ARAKAWA
Its Mayor

APPROVAL RECOMMENDED:


TEENA M. RASMUSSEN
Director
Office of Economic Development


SAMANDA K. BAZ
Budget Director

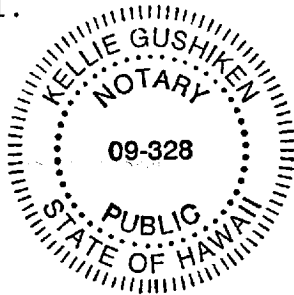
APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel

STATE OF Hawaii)
City and County of Honolulu SS.

On this 19th day of November, 20 18, before me personally appeared Leonard R. Gouveia Jr., 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.



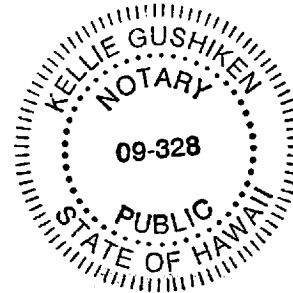
Kellie Gushiken

Notary Public, State of Hawaii

Print Name: Kellie Gushiken

My commission expires: 08/02/2021

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>undated at time of notarization</u>	# Pages:	<u>32</u>
Notary Name:	<u>Kellie Gushiken</u>	Judicial Circuit:	<u>1st</u>
Doc. Description:	<u>County of Maui</u>		
	<u>Grant No. G4814</u>		
Notary Signature:	<u>Kellie Gushiken</u>		
Date:	<u>11/19/18</u>		



STATE OF _____)
) SS.
)

On this _____ day of _____, 20____, before me personally appeared _____, 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.

Notary Public, State of _____

Print Name: _____

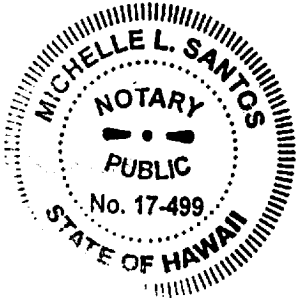
My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date:	undated at time of notarization
Notary Name:	
Doc. Description:	
Notary Signature:	
Date:	

STATE OF HAWAII)
)
COUNTY OF MAUI) SS.

On this 3rd day of December, 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.



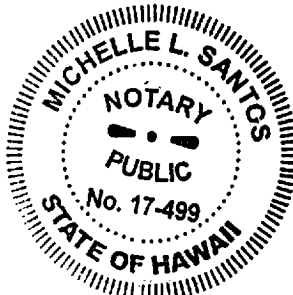
Michelle L. Santos

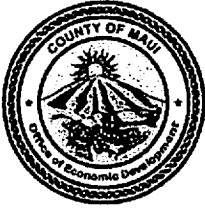
Notary Public, State of Hawaii

Print Name: MICHELLE L. SANTOS

My commission expires: 12-3-21

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>12-3-18</u>	# Pages:	<u>32</u>
Notary Name:	<u>MICHELLE L. SANTOS</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Joint Agreement of</u> <u>County Funds Grant #64814</u>		
Notary Signature:	<u>Michelle L. Santos</u>		
Date:	<u>12-3-18</u>		





COUNTY OF MAUI
OFFICE OF ECONOMIC DEVELOPMENT
2200 MAIN STREET, SUITE 305
WAILUKU, MAUI, HAWAII 96793
PHONE (808) 270-7710
grants.oed@mauicounty.gov

GRANT APPLICATION
FISCAL YEAR 2019

July 1, 2018 – June 30, 2019

*Always use this email address when communicating with OED about your grant.

I. Project/Program Information Section: Application Date: 8/31/2018

Project/Program Title: Maui Invasive Species Committee / Coqui Frog Eradication Project

Performance Period: October 1, 2018 - March 31, 2020
See page 5 of the Grants Handbook for more information

Project Manager: PI - David Duffy / Mngr - Adam Radford

Phone Number: 808-573-6471 Cell: 808-264-9496

Email: dduffy@hawaii.edu / aradford@hawaii.edu

II. Applicant/Fiscal Agent Information:

Legal Name of Organization: University of Hawai'i
Should match legal name listed on Department of Commerce and Consumer Affairs (DCCA) and Certificate of Vendor Compliance

Mailing Address: 2440 Campus Road, Box 368

City/State/Zip: Honolulu, HI 96822-2234

Phone Number: 808-956-4056

Contact Person: Georgette Sakumoto

Cell Number: _____ Email: gsakumot@hawaii.edu

Amount of Funds Requested: \$ 750,000.00

EXHIBIT "A"

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

The purpose of this project is to continue controlling coqui frogs on Maui and Molokai, with a particular focus on Maliko Gulch and the surrounding area.

IV. Hawaii Tourism Authority (HTA) Funding:

Did you receive HTA funding for this project/program in calendar year 2017?

☐

Yes

☒

No

Do you plan on applying for HTA funding for this project/program for calendar year 2018?

☐

Yes

☒

No

V. 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

VI. 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)

VII. Applicant/Fiscal Agent Submittal:

University of Hawai'i

Name of Applicant/Fiscal Agent

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

Maui Invasive Species Committee / Coqui Frog Eradication Project

Project Name

And hereby agrees to administer the project in accordance with the contract prescribed by the County of Maui Office of Economic Development. Distribution of grant funds is limited to those applicants who are in compliance with regulations, policies and procedures. The Office of Economic Development 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.

VIII. 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.

IX. 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.

X. 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 Economic Development must be in good standing and up to date on all required reporting requirements and contract deliverables in order to re-apply.

XI. 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

Georgette Sakumoto

Name of Authorized Representative (Print)

Grants Specialist

Title

Signature of Authorized Representative

Date

Name of Additional Authorized Representative (Print)

Title

Signature of Additional Authorized Representative

Date

- A. Project Summary:** The purpose of this project is to continue coqui control operations to ensure the ultimate goal of a coqui-free Maui. The Maui Invasive Species Committee has implemented a comprehensive control strategy for Māliko Gulch but needs ongoing support for labor and supplies. Support is also needed to respond to outbreaks of frogs. Without support, coqui will inevitably spread throughout Ha'ikū and will ultimately spread throughout Maui. The performance period for this request is October 1, 2018 - March 31, 2020.
- B. Introduction:** This proposal is from the University of Hawai'i - Office of Research Services (ORS). The Maui Invasive Species Committee (MISC), a project of the UH-Pacific Cooperative Studies Unit (PCSU), will carry out the work. Overall project management will be under the supervision of MISC Manager Adam Radford and MISC Coqui Coordinator Abe Vandenberg, with direction at PCSU from David Duffy, PhD. PCSU has more than a forty-year history of working to protect cultural and natural biodiversity in the Pacific while encouraging a sustainable economy. PCSU works cooperatively with private and public agencies and organizations.

MISC partners include: County of Maui, Hawai'i Department of Agriculture, Hawai'i Department of Land and Natural Resources, Haleakalā National Park, University of Hawai'i – College of Tropical Agriculture and Human Resources, U.S. Fish and Wildlife Service, U.S. Forest Service and The Nature Conservancy of Hawai'i. MISC staff have extensive experience in resource management, invasive species biology and control, Hawaiian ecosystem biology, spatial and analytical data management and analysis, public relations and education, and accounting and project management. See Attachment #1 for more details on staff background and qualifications. More information is available at www.mauisc.org.

- C. Problem/Need Target Groups:** Allowing invasive species to spread unchecked has serious long-term economic consequences. Negative impacts from coqui frogs are being felt by Māliko area residents. Reduced tourism-related revenue is real. A licensed bed and breakfast operator along the rim of Māliko Gulch has repeatedly complained of lost bookings due to noisy frogs. Quality-of-life impacts are substantial as residents complain of lost sleep and the need to keep doors and windows closed to limit noise. Without a sustained effort, costs will include the long-term expense of controlling the frogs. This project will provide positive economic and ecological benefits by retaining staff (8+ FTE).

The coqui frog (*Eleutherodactylus coqui*) threatens Maui's economy, quality of life, and environment. Efforts since 2005 by the Maui Invasive Species Committee have shown the potential for successful control with eradication of more than 13 population centers, including infestations at a junkyard, a high-end resort, and a wildland area of East Maui. The last major stronghold is in Māliko Gulch, where the frogs have spread down a four-mile stretch from the top of the gulch to its terminus at the ocean. The gulch is hundreds of feet deep in places with coqui spread throughout. Spillover into the neighboring communities and

agricultural areas has been increasing. Strong support from the County and substantial efforts by MISC to date (Figure 1) have helped to mitigate the further spread of coqui frogs. Resources are mostly needed to sustain these efforts.

Working over a four-mile length of the gulch requires a methodical approach to ensure the most effective use of resources. Portions of the gulch vary in accessibility, slope, span, vegetation density, risks to workers, and land ownership; thus, control methods must be tailored to individual areas. Three general methods will be used: fixed-line spray operations, high-volume sprinkler systems, and smaller spray operations at residential sites. Use of management units will ensure consistent and systematic coverage of each area.

The operational strategy will generally utilize multiple teams each consisting of 2-3 people: one will focus on outlier populations (e.g., Wailea or Kīhei); one will focus on habitat work at residential sites; and additional teams will work the Māliko rim and central gulch. Priorities will focus on stopping the expansion of frogs across Kokomo and Kaluanui Roads to prevent further vectoring of frogs across the island.

Another priority will be to support efforts by local residents who have shown an increasing willingness to become involved (Figure 2). MISC will train local residents and will work to increase communication with area residents to ensure they are informed about current efforts. Citric acid and spray equipment will be loaned to local residents for this purpose. A community-based social marketing approach will be utilized.

The most cost-effective way to manage invasive species is to stop them before they are well established. The third priority will be to respond to reports of coqui frogs and remove them (either by hand or with a citric acid solution).

- D. Economic Impact:** If coqui expansion is left unchecked economic impacts are estimated in the millions for Maui County as reported by Kaiser and Burnett: *Economic Impacts of E. Coqui Frogs in Hawai'i*. The cost of environmental impacts have not been estimated. Without question, the presence of coqui will have devastating effects and change the quality of life as well as visitor experiences. Economic impacts are also noted below.

E. Goals, Objectives, Action Steps and Performance Measures:

GOAL 1:	Maintain control operations in Māliko Gulch and respond to other reports of coqui.
OBJECTIVE 1:	Reduce infestation levels and stop the current spread, with the eventual goal of eradication.
ACTION STEP 1:	Utilize management units to define and prioritize geographically-based operations.
ACTION STEP 2:	Maintain staffing capacity.
ACTION STEP 3:	Implement expanded operational schedule to detect and control coqui frogs using appropriate methods depending on land ownership and terrain considerations.
OBJECTIVE 2:	Prevent establishment of new infestations.
ACTION STEP 1:	Respond to new reports of coqui frogs.
ACTION STEP 2:	Implement appropriate control strategies if coqui are found.
PERFORMANCE MEASURES:	Number of acres treated; staff hours focused on Māliko project; gallons of citric acid applied, number of new locations with coqui removed.
ECONOMIC IMPACT:	Presence of coqui frogs on private and commercial properties decreases property values and reduces rental bookings and revenues. The project will create local jobs and result in increased expenditures in Maui County.
GOAL 2:	Increase community involvement in detection and control of coqui frogs.
OBJECTIVE 1:	Landowners assist with habitat removal and coqui control.
ACTION STEP 1:	Using geographically-based community groups, expand outreach efforts to educate local residents and encourage participation.
ACTION STEP 2:	Provide residents with citric acid, equipment, training and follow-up.
PERFORMANCE MEASURES:	Number of residents assisting with control; number of hours contributed to habitat removal or control operations; pounds of citric acid distributed to residents; number of outreach activities.
ECONOMIC IMPACT:	Private efforts help leverage County funding.

- F. Dashboard of Performance Measures:** These numbers are based on work in and around Māliko Gulch where the majority of proposed work is expected to occur.

Performance Dashboard					
	2015	2016	2017	2018	2019
Number of properties (TMKs) worked on	129	185	249	265	
Number of site visits	632	909	1,489	766	
Acres treated	106	306	353	179	
Staff hours	8,215	11,583	17,104	11,478	
Gallons of citric acid applied	72,701	141,385	154,576	204,504	
Number of residents assisting with control	4	23	53	62	
Pounds of citric acid distributed to residents	115	5,431	3,036	5,198	
Volunteer hours donated for habitat removal or control	173	81	501	202	
Number of outreach activities	17	18	15	16	
Anecdotal Story 1					
Anecdotal Story 2					

- G. Marketing Plan:** MISC will work with community leaders to develop action plans which guide local control efforts. MISC will advertise the program through its media outlets (Facebook, websites, email lists) and during conversations with affected residents. A social marketing strategy will be utilized to deliver this initiative. Community-based social marketing has been shown to have a much greater probability of achieving the desired behavioral change when compared to campaigns that focus on information dissemination and expect the target audience to take appropriate action (Mckenzie-Mohr: *Fostering Sustainable Behavior Through Community-Based Social Marketing*).
- H. Use of Local Community Resources:** MISC work benefits from strong community support.
- Volunteers:** Operational effectiveness can be greatly enhanced through the use of trained volunteers. MISC often hosts local AmeriCorps interns and provides community service opportunities for high school students. MISC will seek to find suitable candidates to assist with coqui work.
 - Other Community Groups:** Māliko Gulch residents are already stepping up to help control coqui frogs. As outlined above, this project will further develop

their impact through training, loan of equipment and citric acid supplies. Maui residents and businesses are expected to contribute by allowing storage of citric acid and operating heavy equipment to clear frog-friendly habitat.

- c. Based on past experience, most new positions are likely to be filled by island residents, creating direct links to local communities benefited by the program. MISC currently procures goods and services from an estimated 120 vendors each year, with over 90% of those being local providers.

- I. **Economic Self-Sufficiency:** The control of coqui frogs in Māliko Gulch will be a multi-year project. Ongoing efforts to secure additional funding for this work have focused on the State of Hawai'i, federal agencies, and private entities. Development of dedicated funding at the State level as well as a private endowment program would help increase economic self-sufficiency. During 2018, more than 20 individuals or private businesses made contributions to the project. Partners such as the Department of Land and Resources and East Maui Watershed Partnership have also stepped up to help. MISC is working to increase more private funding through direct solicitations and with an online contribution option, but it is anticipated that Maui County funding will be needed for the foreseeable future.
- J. **Green Initiatives and Eco-friendly Practices:** MISC's primary focus is the protection of Maui Nui's natural resources. MISC's offices are located on a site owned by the University of Hawai'i - College of Tropical Agriculture and Human Resources and housed in two open-air yurts above Makawao town on Pi'iholo Road. The buildings rely primarily on ambient lighting and airflow and require no heat or air conditioning. Project-specific eco-friendly practices include:
 - using gravity to deliver water to coqui frog spray stations
 - using the most benign control product available (citric acid is a widely used food additive)
 - tapping into site-specific water resources to reduce transportation costs and risks associated with moving water
 - recycling all glass, paper and plastic
 - using recycled paper for printing
 - buying and hiring local whenever possible

K. Itemized Budget:

EXPENSES	COUNTY	CASH*	IN-KIND*	TOTAL
Operations				
Personnel (Salaries & Fringe)				
Field Staff (7+ FTE)	\$277,332			\$277,332
Coqui Coordinator (.5 FTE)	\$33,540			\$33,540
Coqui Outreach (.25 FTE)	\$13,650			\$13,650
Operations Manager (.3 FTE)	\$30,240			\$30,240
Subtotal: Personnel	\$354,762	\$100,000		\$454,762
Contract Services	\$25,000			\$25,000
Supplies (citric, fuel, gear, sprayers, etc.)	\$264,092	\$3,000		\$267,092
Utilities	\$2,250			\$2,250
Administrative				
Project Overhead				
PCSU Direct Costs	\$35,714			\$35,714
University of Hawai'i Indirect Costs	\$68,182			\$68,182
Total Expenses	\$750,000	\$103,000	\$0	\$853,000
INCOME	COUNTY	CASH*	IN-KIND*	TOTAL
Maui County OED - Coqui	\$750,000			\$750,000
Hawai'i Invasive Species Council		\$100,000		\$100,000
Gifts through UH Foundation		\$3,000		\$3,000
Total Income	\$750,000	\$103,000	\$0	\$853,000

L. Budget Narrative:

- Salaries & fringe benefits: Funding will be used for full or partial salaries and fringe (benefits average about 35 percent of salary) for the following positions:
 - Field Staff (7+) (field associates)
 - Coqui Outreach (community development and communications)
 - Coqui Coordinator
 - Operations Manager

Performance is evaluated during annual and semi-annual evaluations. Project performance is measured during regular coqui committee review meetings.
- Contract Services: A vendor will be used to remove frog-friendly habitat
- Supplies: The bulk of supply cost is for citric acid (estimated \$251,850, based on coverage of 690 acres at 500 gallons per acre and \$.73/gallon). Supply costs also include: additional sprayers, fuel, gear, hoses, fittings, etc. Additional supplies costs, such as citric acid and sprayers, are provided at no direct cost to this proposal. MISC maintains an existing inventory, funded in part by previously received OED support for the Coqui Frog Eradication Project.
- Utilities: phone, electricity, water, etc. for coqui operations
- Project Administration: UH / PCSU grant management

MISC is a project of the University of Hawai'i - Pacific Cooperative Studies Unit (PCSU). UH has one of the lowest project administration rates of any University in the country, with rates elsewhere typically equal to 40-50% of project funding. The University provides: human resource management functions (hiring, evaluations, and disciplinary action support), fiscal management, vehicle and personal liability coverage, workmen's compensation, employee health insurance, and retirement plans. The University has a rigorous budget tracking system with all purchases reviewed and requiring approval by the Research Corporation of the University of Hawai'i. MISC and the University individually track and reconcile on a monthly basis all financial transactions.

*The amounts included in the "Other Cash" and "In Kind" columns of the Itemized Budget are estimates and are not to be considered cost sharing or a binding obligation.

ATTACHMENT #1

The following outlines responsibilities for project implementation as well as the education, work experience and qualifications of relevant committee and staff members.

MISC Committee: Provides scientific and natural resource management expertise in target species selection, survey and control methodology, and evaluation. The Committee includes current and retired professional scientists and natural resource managers, with a combined cumulative experience of over 150 years working on Hawai'i's natural resource issues: Fern Duvall (Chair), PhD (Program Manager, DLNR-NARS), James Leary, PhD (Invasive Species Specialist – UH-CTAHR), Jeffrey Mallinson (Natural Resource Manager, HALE-NPS), Bob Hobdy (Botanist and District Manager (retired), DLNR-DOFAW), and Chuck Chimera (Weed Risk Assessment Specialist, HISC).

MISC Manager (Adam Radford): Overall project management; proposal development; prepares project reports. B.A. Recreation; M.A. Natural Resource Management. 15+ years' experience working on Hawai'i's natural resource issues; 14 years with MISC; certified rappel instructor; helicopter manager.

PCSU Special Projects and Development (Teya Penniman): Project guidance; partner development and relations. Has 25+ years' experience in research and natural resource management on island ecosystems, including 16 years with MISC; B.S., zoology; M.B.A., focus on economics of natural resources; J.D., focus on natural resource and environmental law; Dispute Resolution Certificate; trained mediator, facilitator, arbitrator, attorney (HI).

MISC Operations Manager (Adam Knox): Responsible for developing and ensuring appropriate on-the-ground implementation to meet project goals and objectives. Eight years' experience in natural resource management throughout the Pacific. B.S. Consumer Affairs; Master of Environmental Science and Management, project safety officer, helicopter manager.

MISC Coqui Coordinator (Abe Vandenberg): Coordinates field and management logistics for coqui; interfaces with landowners; 12 years' experience with MISC, primarily with coqui operations.

MISC Coqui Outreach: Implements coqui outreach program focused on assisting landowners.

MISC Invasive Species Associates (12): All field staff receive in-depth training in target identification, detection and control techniques, proper and safe use of all tools and equipment.

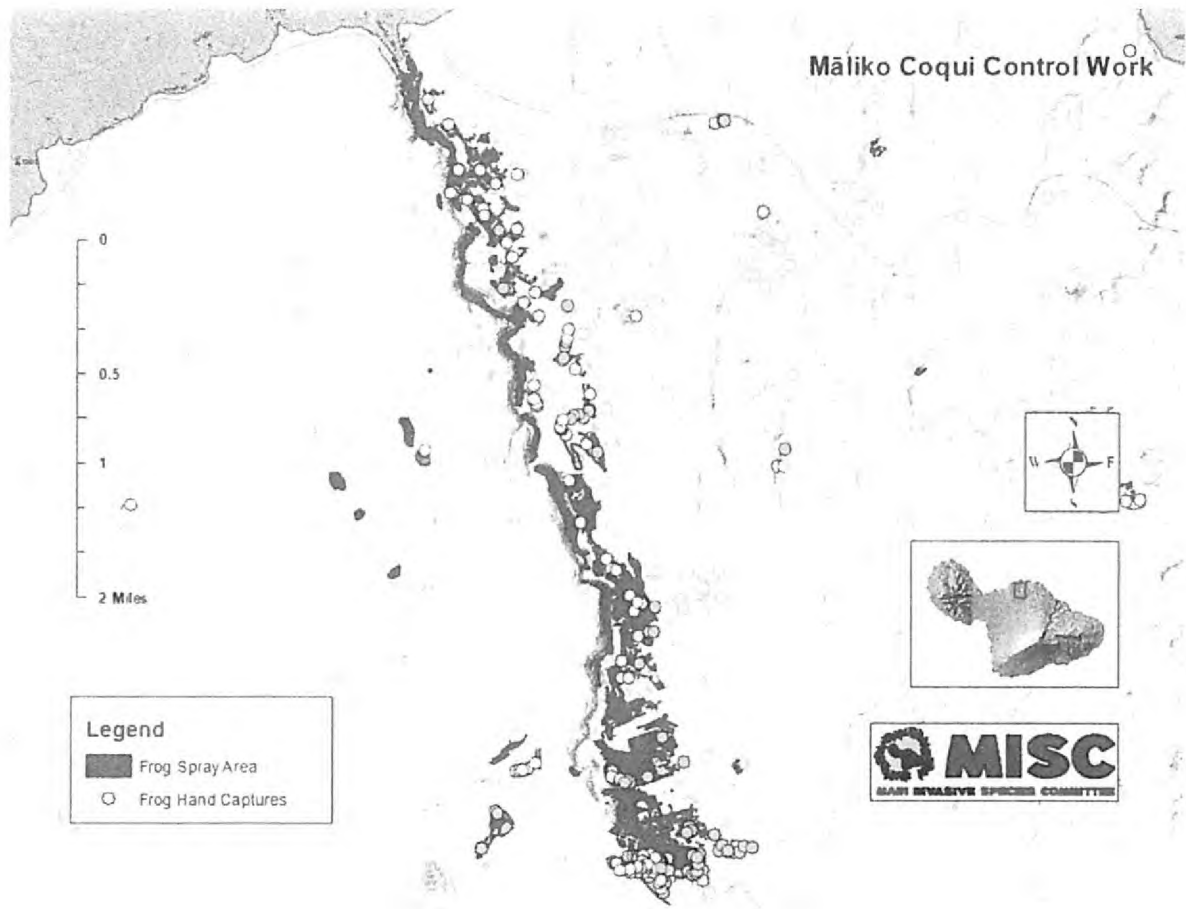


Figure 1. Control Efforts in Māliko Gulch and the Surrounding Area

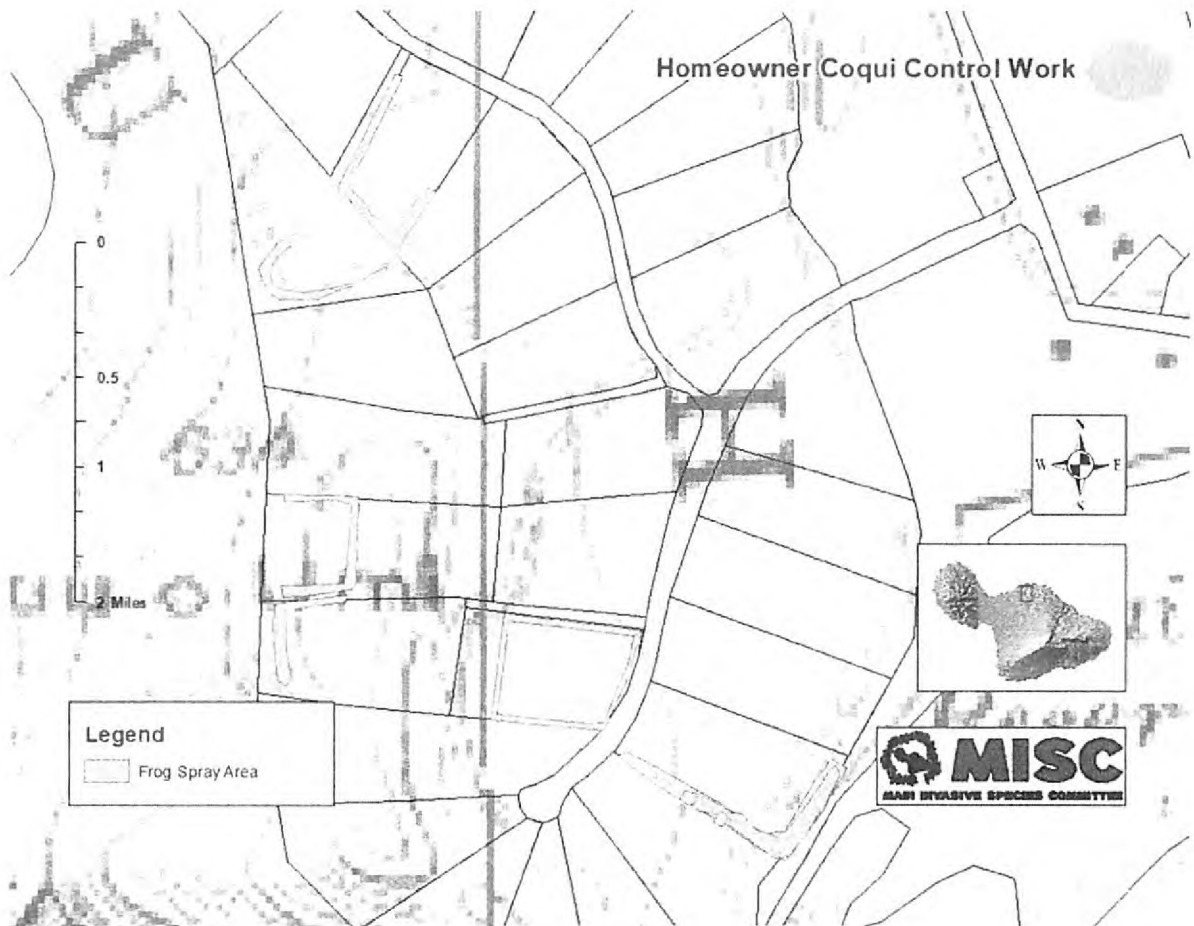


Figure 2. An Example of Work Conducted by Māliko Area Residents

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.



UNIVERSITY
of HAWAII[®]
SYSTEM

Financial Management Office

CERTIFICATION REGARDING TAX STATUS
OF
THE UNIVERSITY OF HAWAII

To Whom It May Concern:

Federal or State Income Tax:

The University of Hawai'i is an instrumentality of the State, established by law under Hawaii Revised Statute §304A-103. As such, the University of Hawai'i is statutorily exempt from income taxes under Internal Revenue Code §115. Consequently, a tax exemption certificate is not necessary and may not be issued by the Internal Revenue Service. Therefore, with the exception of unrelated business income tax, in accordance with Internal Revenue Code §115, the University of Hawai'i is exempt from Federal and State income tax.

Hawaii General Excise Tax:

The State of Hawaii does not impose a sales tax on the buyer, but a general excise tax (GET) is levied upon the seller. This excise tax is for the privilege of doing business in the State of Hawai'i. GET is levied on gross receipts or gross income derived from all business activities in the State. Furthermore, an out-of-state vendor is subject to the general excise tax if the vendor has sufficient presence in the State; presence in the State is established if the vendor has an office, inventory, property, employees, or other Representation located in the State. If the vendor meets the criteria of conducting business within the State of Hawaii, the GET is imposed upon the vendor. The vendor may then pass the GET onto the University.

A handwritten signature in cursive script, appearing to read "Susan Lin".

Susan Lin
Director, Financial Management Office/Controller