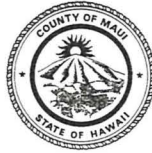


KATHY L. KAOHU
County Clerk



JAMES G.M. KRUEGER
Deputy County Clerk

OFFICE OF THE COUNTY CLERK

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

January 19, 2021

RECEIVED
2021 MAR 11 AM 10:01
OFFICE OF THE
COUNTY COUNCIL

Honorable Kelly T. King, Chair
Climate Action, Resilience, and Environment Committee
Council of the County of Maui
Wailuku, Hawaii 96793

Dear Chair King:

By letter dated January 7, 2021 (County Communication No. 21-8), the Director of Finance transmitted 190 contracts/grants for filing with the County Clerk.

At the January 15, 2021 Council meeting, the foregoing communication was filed; however, Grant G5094 was referred to your Committee at your request. Transmitted is a copy of the grant.

Respectfully,

A handwritten signature in cursive script, reading "Kathy L. Kaho".

KATHY L. KAOHU
County Clerk

/jym

Enclosures

cc: Director of Council Services

✓

GRANT AGREEMENT CERTIFICATION

I, **SCOTT K. TERUYA**, Director of Finance of the County of Maui, State of Hawaii,
do certify that there is available appropriation or balance of an appropriation over and above all
outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.


<u>Appropriation Index</u>	<u>Title</u>	<u>Amount Required</u>
--------------------------------	--------------	------------------------

<u>919730B</u>	<u>EP&S RECYCLING</u>	<u>(6317) \$10,000.00</u>
----------------	---------------------------	---

Grant No. G 5094 E-CYCLING MAUI, LLC

Dated this 23 day of December 2020

Grant Period: NTP through June 30, 2021



SCOTT K. TERUYA
Director of Finance
fw

Large and Lithium Battery Diversion Research
for DEM/EP&S
Ordinance #5099 (FY2021)

FY 2021

eng 12/23

ji

GRANT OF COUNTY FUNDS
GRANT NO. G5094

Department: Environmental Management – Environmental Protection &
Sustainability Division

Project Title: Hawaii Large & Lithium Battery Diversion Program Research

Certification Requested from County: \$10,000.00

THIS GRANT OF County FUNDS ("Agreement"), made this 24th day of December, 2020, by and between E-Cycling Maui, LLC, a Hawaii limited liability company, whose mailing address is P.O. Box 792014, Paia, Hawaii 96779, hereinafter called the "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".

Availability of Funds. The availability of the funds for this Agreement shall be as set forth in the Funds Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Agreement. Funds Certification shall be on file in the office of the Director of Finance of the County of Maui.

W I T N E S S E T H :

WHEREAS, the County desires to provide grant funds for Hawaii Large & Lithium Battery Diversion Program Research Grant ("Project"); and

WHEREAS, the County has reviewed and approved the Grantee's proposal for a grant of County funds in furtherance of this goal;

NOW, THEREFORE, the Parties, in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

1. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Project in accordance with the General Terms and Conditions, attached hereto as Exhibit "A" and made a part hereof.
2. Scope of Project. Grantee shall use the funds for the Project as described in Exhibit "B", attached hereto and made a part herein.
3. Project Budget. Subject to the terms of this Agreement, the County agrees to make available as a grant to the Grantee, a sum not to exceed the total amount of certification requested as set forth above, subject to appropriation. The County shall review and approve the following prior to any grant funds being released:

GRANT OF COUNTY FUNDS
GRANT NO. G5094

- a. All documentation related to other funding sources for the Project;
 - b. Final Budget (sources and uses) for the Project; and
 - c. Other items as deemed necessary by the County of Maui.
4. Performance Schedule. The duration of this Agreement shall begin on the County's Notice to Proceed and end June 30, 2021, provided that the Parties may extend the term by written Agreement.
5. Conflict. In the event of any conflict between or among this Grant and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Grant shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.
6. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Department of Environmental Management
Solid Waste Division
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

7. Officer-in-Charge. The Director of the Department of Environmental Management, or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Project completion.

GRANT OF COUNTY FUNDS
GRANT NO. G5094

8. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.
9. Severability. If any provision of this Agreement is held invalid, the other provisions of this Agreement shall not be affected thereby. If the application of the Agreement or any of its provisions, to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons or circumstances shall not be affected thereby.
10. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the parties.
11. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.
12. Authority and Effective Date. The undersigned represent and warrant that they are authorized to execute this Agreement, which is effective on the date of the last signature hereto.

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

[EXECUTION PAGES TO FOLLOW]
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANT OF COUNTY FUNDS
GRANT NO. G5094

GRANTEE'S EXECUTION PAGE

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

Grantee:

E-CYCLING MAUI, LLC

By  _____

(Signature)

Print Name: Kevin Collins

Its President

(Title)

GRANT OF COUNTY FUNDS
GRANT NO. G5094

COUNTY'S EXECUTION PAGE


COUNTY OF MAUI

By Michael P. Victorino
MICHAEL P. VICTORINO
Its Mayor

APPROVAL RECOMMENDED:

Eric Nakagawa
ERIC A. NAKAGAWA
Director of Environmental Management

Digitally signed by Eric Nakagawa
DN: cn=Eric Nakagawa, o=County of Maui,
ou=Director of Environmental Management,
email=eric.nakagawa@co.maui.hi.us, c=US
Date: 2020.09.22 15:23:55 -10'00'



Michele Yoshimura
MICHELE YOSHIMURA
Budget Director

APPROVED AS TO FORM
AND LEGALITY:

Richelle M. Thomson
2020.12.21 16:29:35 -10'00'
RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui
LF2020-1317
2020-09-02 G5094 Primary.docx

GRANT OF COUNTY FUNDS
GRANT NO. G5094

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

In consideration of the grant of County funds, Grantee covenants and agrees to the following terms and conditions in the use and administration of County funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Agreement and any subsequent amendments, the terms, provisions, conditions and/or covenants contained in said body shall prevail.

- 1) RECORD KEEPING. Grantee shall keep records and prepare reports, including detailed, separate financial records relating to all grant funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit an expeditious determination to be made at any time of the status of funds within the award, including any disposition of all funds received from County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of the Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement. Grantee and any subcontractors shall maintain the files, books, and records that relate to the Grant, for at least three years after the date of final payment under the Grant.
- 2) QUARTERLY REPORTS. Grantee shall provide County with written, narrative, quarterly status reports within thirty (30) calendar days of the end of each report quarter (excluding the final quarter). These reports shall contain the following information:
 - a. Summary of program status in relation to goals, objectives and scheduled actions steps outlined in the grant application;
 - b. Contact information and all other relevant information regarding people or businesses served;
 - c. Financial status of County funds used; and
 - d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.
- 3) FINAL REPORT. Within 30 (thirty) days of the expiration of the Performance Schedule or completion of the Project, or termination of the Agreement, whichever is sooner, Grantee shall submit to County a final project report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and contain the following:
 - a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement;
 - b. A list of expenditures incurred in the performance of this Agreement;
 - c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
 - d. Contact information and all other relevant information regarding people or businesses served;
 - e. Financial status report of County funds used; and
 - f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.
- 4) FINANCIAL AUDITS. Grantee shall supply County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's

GRANT OF COUNTY FUNDS
GRANT NO. G5094

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

- 5) NONPROFIT STATUS. If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict of interest situations, as required by Section 3.36.040(c), Maui County Code.
- 6) INSURANCE. During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Grantee shall provide County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The County shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a copy of the policies. Grantee shall also carry workers' compensation insurance for Grantee's employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.
- 7) INDEMNIFICATION. To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination or surrender of this Agreement.
- 8) SUBCONTRACTS. The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.
- 9) EMPLOYEE COMPENSATION. Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.
- 10) COUNTY RECOGNITION. Grantee shall give the County and State of Hawaii, if applicable, appropriate recognition in all grant-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.
- 11) GRANTEE COMPLIANCE. Grantee shall strictly comply with its articles of incorporation and/or bylaws

GRANT OF COUNTY FUNDS
GRANT NO. G5094

and all relevant County, State and Federal rules and regulations concerning Grantee's policies and operations.

- 12) NO DISCRIMINATION. Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal and State laws prohibiting discrimination.
- 13) MODIFICATION OF AGREEMENT. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental Agreements executed by the County and Grantee.
- 14) DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT. Grantee shall be deemed to be in default of the Agreement if:
- a. Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
 - b. Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
 - c. Grantee abandons or discontinues its operations for a period in excess of thirty (30) days; or
 - d. Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated.

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- b. Withhold grant fund payments pending correction of the noncompliance;
- c. Disallow all or part of the cost/expense of the activity or action not in compliance;
- d. Withhold additional award(s) to Grantee; and
- e. Terminate this Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such suspension or termination. Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee pursuant to this Agreement shall be transferred to the County.

- 15) COSTS INCURRED DUE TO SUSPENSION OR TERMINATION. The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.
- 16) WITHHOLDING OF PAYMENTS. County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

GRANT OF COUNTY FUNDS
GRANT NO. G5094

- 17) PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.
- 18) ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's personal expenses.
- 19) LOBBYING PROHIBITED. Grantee shall not use grant funds for lobbying purposes or activities.
- 20) REVERSION OF ASSETS. The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either:
- a. Pay the County the current fair market value of the asset; or
 - b. Transfer control of the asset to the County.
- Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, the Grantee shall transfer to the County:
- a. Any County funds on hand at the time of expiration or termination of this Agreement;
 - b. Any account receivables attributed to the use of County funds; and
 - c. Any real and/or personal property acquired or improved in whole or in part with County funds.
- 21) PRODUCTION OF INFORMATION. If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.
- 22) COMPLIANCE WITH LAWS. Grantee shall comply with all applicable Federal, State and County laws, rules, regulations, licensing requirements, applicable accreditation and other standards of quality generally accepted in the field of Grantee's activities.
- 23) METHOD OF PAYMENT. Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officer-in-Charge.
- a. REIMBURSEMENT. Grantee shall submit on its company/agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, or other documents are submitted. Each reimbursement request shall:
 1. Identify the Project, the nature of the work or materials provided, and the specific Phase of the Project for which the work or materials were provided;
 2. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
 3. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
 4. Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and/or other documents providing verification of work completed in accordance with this Agreement; and
 5. Be presented in duplicate, with two (2) complete sets of all items submitted.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy

GRANT OF COUNTY FUNDS
GRANT NO. G5094

and are deemed acceptable by County.

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

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

Grantee shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order, or request for payment sent to the County is correct, complete, and in accordance with the terms of this Agreement. Initial and final payment under this Agreement shall be subject to receipt by the County or original tax clearance certificates for the Grantee from the State of Hawaii.

- 24) **PROGRAM INCOME.** "Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees, or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.
- 25) **PROCUREMENT.** If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.
- 26) **INSPECTIONS AND MONITORING.** Grantee shall permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, event or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigation, researching or formulating programs, services or related policies and procedures or when County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.
- 27) **PERSONNEL REQUIREMENTS.**
- a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.
 - b. The Grantee shall ensure that the Grantee's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
 - c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's

GRANT OF COUNTY FUNDS
GRANT NO. G5094

employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

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

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

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT "B"

**APPLICATION FORM
RECYCLING GRANT FISCAL YEAR 2021**

COUNTY OF MAUI, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
ENVIRONMENTAL PROTECTION & SUSTAINABILITY DIVISION

Complete only if requested by Grants Manager

This form is fillable. Please remember to SAVE AND PRINT BEFORE CLOSING!

Software will not save your input.

FISCAL YEAR ENDING: JUNE 30, 2021

Date: 5/11/20

Grant Application for: Hawaii Large & Lithium Battery Diversion Program Research Grant_
Project Name

Legal Name of the Organization: ECycling Maui LLC

Mailing Address: PO Box 792014, Paia HI 96779

Fax: _____ Website: TBD

Project Manager: Kevin Collins

Phone: 808-283-3578 E-mail: ecyclingmaui@icloud.com

Contact Person (Grant writer): Kevin Collins

Phone: 808-283-3578 E-mail: ecyclingmaui@icloud.com

Amount of Request for County Grant Funds: \$ 10,000

Total annual budget of Organization: \$ 500,000

Has the applicant applied for other funds from the County for this fiscal year? X YES ___ NO

If yes, source/department: _____

In one (1) sentence, for each program or project, DESCRIBE THE PROGRAM OR PROJECT
for which funding is being requested:

This research grant proposes to uncover obstacles and opportunities to
developing a state-of-the-art lithium battery recycling program for Maui
County

REMEMBER: Submit a copy of this Application page with each of the five
copies of the Narrative and Budget Sections.

NARRATIVE GUIDELINES

INSTRUCTIONS

1. Provide narrative responses in each of the topical categories listed below on a separate sheet.
2. Place name of agency and program on the first page of the narrative (Executive Summary).
3. Answer the questions in the order in which they appear.

PROGRAM / SERVICE DESCRIPTION

- A. **Executive Summary:**
Provide a comprehensive overview of the proposed program(s) or service(s) to be delivered. Please limit executive summary to one or two paragraphs for a maximum of 150 words.
- B. **Need:**
What is the problem/need the proposed program is designed to meet?
- C. **Goal(s) and Objectives:**
Clearly state the goal(s) of the program and the specific objectives to be achieved. Goals must be specific and have measurable results (i.e. outputs and/or outcomes).
- D. **Delivery Plans:**
Please provide a clear and specific description of the proposed delivery of service. Detail the strategies, activities, and timeline in such a way that a clear linkage is shown with program goals and objectives.
- E. **Evaluation:**
Describe how you will evaluate the program to ensure that goals and objectives are met and that the desired outcome will be provided.
- F. **Budget:**
Describe how the requested funds will be utilized to achieve the proposed goals and objectives. Explain any deviations from prior year grant budget. This narrative section should dovetail with the budget tables.

REMEMBER:

- ☞ Original signature(s) must be affixed on the application form (pp. 3-7).
- ☞ Attach the first page of grant application to the narrative and budget pages and submit five (5) copies with the original (See: Supporting Documents Checklist.)

**COUNTY OF MAUI – DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
RECYCLING GRANT (FY 2021)**

I. QUALIFYING STANDARDS FOR APPLICANTS

Applicants must meet ALL of the following standards. *(Please check off, as applicable):*

- ☒ Be a profit organization incorporated under the laws of the State of Hawaii, or a nonprofit organization determined to be exempt from federal income tax by the Internal Revenue Service
- ☐ In the case of a nonprofit organization, have a governing board whose members have no material conflict of interest and serve without compensation
- ☐ Have bylaws or policies which describe the manner in which business is conducted. Such bylaws or policies shall include provisions relating to nepotism and management of potential conflict of interest situations
- ☒ Be licensed and accredited in accordance with applicable requirements of federal, state and county governments, as necessary

II. GRANT CONDITIONS

The applicant agrees to accept the following terms and conditions prior to receiving a grant award. *(Please check off, as applicable):*

- ☒ Be current in all state, federal and local tax payments.
 - ☒ Have written policy statements, signed and dated, describing the applicant's policies complying with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, disability or physical handicap, marital status, parental status, arrest and court record, National Guard participation, or AIDS/HIV infection.
 - ☒ Have written policies establishing non-discrimination in hiring and client services, sexual harassment, financial audit requirements and fiscal procedure and the applicant's program compliance standards for maintaining an alcohol, tobacco and drug free workplace environment.
 - ☐ Comply with all grant budget revision conditions as specified in DEM/EPS/Recycling budget revision implementation and reporting policies and procedures.
 - ☐ Applicants based outside of Maui County that propose program services within Maui County must establish a local advisory committee to meet regularly to provide planning and operational input to the County funded program. A designated representative of that committee must also meet regularly with and report directly to the applicant's board of directors.
 - ☒ Meet applicable insurance requirements. Submit a Certificate of Liability Insurance from a Carrier rated no less than "A-" as established by "AM Best" or "Standard & Poor ratings," with the County of Maui named as "Additional Insured, providing the following minimum coverage of:
 - No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000.
 - No erosion of limit by payment of defense costs, and
 - Minimum annual aggregate limit of \$2,000,000.
 - Notification to County 30 days before cancellation prior to scheduled expiration date.
- Note:** Please have Insurance Carrier use the attached sample, with specific attention to the "Description of Operations."

- ☒ Employ/contract persons qualified to engage in the activity to be funded in whole or in part by the County;
- ☒ Agree not to use County funds for purposes of entertainment perquisites (including food), or any other expenditure not directly related to the approved objectives of the project; and
- ☒ Allow DEM/EP&S/Recycling staff and/or County auditors full access to records, reports, files and other related documents to ensure that the program, management, administrative and fiscal practices of the recipient may be monitored and evaluated for the proper and effective expenditure of public funds. Records must be kept for five years.

III. CONTRACTS

Upon successful execution of a Grant Agreement of County Funds contract by all parties – incorporating the terms of this grant application, signatures, certification of funds, notarizations, and the inclusion of corporate and County seals – contracts will be awarded and grant funds disbursed only by the County Director of Finance.

Each grant agreement shall expressly state that the recipient or provider is not an employee of the County, but rather an independent contractor that will indemnify and hold harmless the County, the appropriate contracting applicant, involved officers, employees and agents from and against all claims, damages, or costs arising from, or in connection with, acts or omissions of the recipient or provider.

IV. RECORDS AND REPORTS

If applicable, applicant will provide DEM/EP&S/Recycling Section with a copy of the most recent management letter from the organization's CPAs; if none was issued, explanatory documentation must be provided. The applicant must keep separate financial records and prepare reports – according to generally accepted accounting principles and as otherwise prescribed by law – detailing the use of County grant funds so that the status of these funds may be quickly determined at any time.

Reporting Requirements: At the end of each quarter of the fiscal year, each recipient of County funds must submit Quarterly Reports (unless otherwise indicated) **WITHIN TWO (2) WEEKS OF THE CLOSE OF THE QUARTER** to the EP&S/Recycling Section, according to the provisions specified below, and containing the following information:

- X **Quarterly Allotment Request Report (QAR):** request for payment form
- X **Quarterly Financial Report (QFR):** financial report pertaining to County funds received and expended or encumbered to date
- X **Quarterly Narrative Reports (QNR):** program activities, staffing and overall program status;
- X **Any other Information,** statistics or documentation as may be specified in the Grant Agreement of County Funds or as requested or required by the DEM/EP&S/Recycling Section for the purposes of grant management and/or program performance evaluation.

V. QUARTERLY ALLOCATION OF FUNDS

Grant funds will be disbursed to Grantees through a quarterly allocation process (unless otherwise indicated) which must include documentation as specified in "Quarterly Reports" (above). Allowable expenses include those itemized in the grant application budget and expenses approved by the Grants Manager. The fund's disbursement schedule is based on the conditions for payment as specified in the Grant Agreement of County Funds.

VI. RECOGNITION

The grant recipient shall ensure that the County receives appropriate recognition in all publicity and/or advertising materials, for activities and/or events funded in full or in part by the County.

VII. GRIEVANCE PROCEDURE

The applicant will adopt and maintain a grievance procedure to assure proper accounting for any concerns and complaints about its programs or services that may arise from its members, employees, clients or members of the public.

VIII. DISCLOSURE OF INFORMATION

All information, data, and/or any other material provided to the County by virtue of this application, shall be subject to the Uniform Information Practices Act (UIPA), Chapter 92F, Hawaii Revised Statutes. All such material is deemed government record, open to the public, and may be provided to other public and/or private funding sources.

IX. CONTINUED ELIGIBILITY

Any applicant or recipient who withholds or omits any material facts or deliberately misrepresents such facts to the County of Maui shall: 1) immediately be disqualified from consideration for DEM/EP&S/Recycling Grant funding; or 2) be in violation of the terms of the Grant Agreement of County Funds. In either case a grant agreement may be terminated by the County and the recipient or provider may be liable to reimburse all or a portion of any funds received from the grant.

Such recipient or provider shall be prohibited from receiving any grant, subsidy or purchase of service agreement from the County of Maui for a period of up to five years.

X. ACKNOWLEDGMENT

ECycling Maui LLC

(Legal Name of Organization)

Here by agrees to administer the Large and Lithium Battery Diversion Program Research
(Program Title)

In accordance with the regulations, policies and procedures prescribed by the DEM/EP&S. Distribution of DEM Recycling grant funds is limited solely to grantees in full compliance with DEM/EP&S/Recycling regulations, policies and procedures. DEM/EP&S/Recycling Section reserves the right to withhold grant distributions at any time the grantee is deemed not to be in compliance.

XI. AMENDMENTS TO THE APPLICATION/EVALUATION

Prior to the execution of any changes, additions, amendments or deletions to any portion(s) of the grant application or duly executed Grant Agreement of County Funds, the applicant must submit a written request and justification for those changes to the DEM/EP&S/Recycling Section for prior review and approval by the Grants Manager.

The applicant must cooperate and assist the DEM/EP&S/Recycling Section in any effort to evaluate, inspect or otherwise monitor any and all practices, policies, procedures or activities pursuant to this application or any grant designation or allocation received as a result of this application.

XII. AUTHORITY AND CAPACITY OF APPLICANT

The undersigned hereby certify that the applicant has read and understands all terms, conditions and specifications subject to this application for Recycling Grant funding and that it has the authority and capacity to develop and submit this application, and to fully administer the program(s) pursuant to this application.

Kevin Collins

Print Name of Board President/Chairperson

Kevin Collins

Signature of Board President/Chairperson

Date 5/11/20

Print Name of Executive Director/Manager

Signature of Executive Director/Manager

Date _____

UNSIGNED APPLICATIONS WILL NOT BE ACCEPTED.

**COUNTY OF MAUI
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
RECYCLING GRANT (FY 2021)**

SUPPORTING DOCUMENTS CHECKLIST

*Please Note: This form is fillable on the computer. However, PRINT AND SAVE BEFORE CLOSING!
Software may not save your input.*

Please submit the following documents or items in the order listed below:

- ☒ **One (1) complete ORIGINAL Grant application, signed and dated, with all supporting documents.**
- ☐ **Five (5) copies of ONLY: The first page of the application form and the completed narrative and budget sections.**

I. ONE (1) EACH OF THE FOLLOWING DOCUMENTS:

☞ Attach to only the ORIGINAL grant application document.

- ☐ **ORGANIZATION FLOWCHART** – show placement of proposed program within the organization.
- ☐ **LIST OF CURRENT BOARD OF DIRECTORS and Officers to include:**
 - ✦ Dates of expiration of terms of office,
 - ✦ Addresses and phone numbers of board members,
 - ✦ Board of Directors meeting schedule for FY 2019 - 2020.
- ☐ **ANNUAL FINANCIAL STATEMENTS** - Applicant's past two (2) years' annual financial statements:
 - ✦ Prepared by a qualified accountant and approved/signed by the Executive Director; OR
 - ✦ Prepared and signed by a Certified Public Accountant (CPA).
- ☐ **CURRENT AUDIT** - All nonprofit and profit organizations must have an audit prepared by an independent CPA at least every three (3) years.
- ☐ **IRS FORM 990** - Most current document for fiscal or calendar year.
- ☒ **CERTIFICATE OF LIABILITY INSURANCE** – From an authorized Insurance Carrier with County of Maui as Additional Insured meeting County minimum requirements.
- ☐ **SUPPORTING DOCUMENTS AFFIDAVIT** - Signed by the Executive Director and Board Chairperson. (See: Instructions to determine if this document applies to your application).

II. IF YOU ARE A NEW AGENCY OR IF YOU HAVE NOT SUBMITTED A RECYCLING GRANT APPLICATION WITHIN THE PAST THREE (3) YEARS, YOU MUST SUBMIT ALL OF THE ABOVE DOCUMENTS AND ALSO SUBMIT THE FOLLOWING:

- ☐ **INTERNAL REVENUE SERVICE (IRS) LETTER** - Verification of agency's nonprofit tax-exempt status; OR, verification of current tax status for profit organizations (whichever applies).
- ☒ **ARTICLES OF INCORPORATION** - Must be signed and dated.
- ☐ **BYLAWS** - Must contain specific clauses regarding nepotism and conflict of interest and must be signed and dated.

COUNTY OF MAUI
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT RECYCLING GRANT (FY 2021)

SUPPORTING DOCUMENTS AFFIDAVIT

Form is fillable on the computer. However, PRINT COMPLETED FORM BEFORE CLOSING as software may not save input.

SUBMIT this form if:

- x Applicant is currently receiving a Recycling Grant for FY2019 or Line Item funding and the Applicant agency's contract is currently administered by the DEM/EP&S Recycling Section; and,
- x There have been NO changes within the past year in the Applicant agency's Bylaws, Articles of Incorporation or Nonprofit 501(c)(3) or (4) status and an agency audit or financial statements have been submitted and accepted in accordance with the requirements specified in the Supporting Documents Checklist.

Do NOT use this form if:

- x Applicant agency is submitting a DEM Recycling Grant Application for the first time. If you are applying for a DEM Recycling grant for the first time, you must submit all of the documents specified in the Supporting Documents Checklist.

Please check all that apply

- ☐ Applicant agency is currently a valid 501(c) (3) or (4) organization. There has been no change in the non-profit status of this agency within the past year.
- ☐ There have been no changes, additions, deletions or amendments to the existing and lawfully executed Bylaws of the Applicant agency within the past year.
- ☒ There have been no changes, additions, deletions or amendments to the existing and lawfully executed Articles of Incorporation of the Applicant agency within the past year.
- ☐ This agency has submitted and received approval of a valid Audit and/or Financial Statement(s) in accordance with the requirements specified in the Supporting Documents Checklist.

I hereby certify that the information provided above is true and correct to the best of my knowledge.

ECycling Maui LLC

Name of Agency

PO Box 792014, Paia HI 96779

Address

Kevin Collins 5/11/20
Executive Director-Signature Date

Board President/Chair-Signature Date

**RECYCLING GRANT FY 2021
BUDGET SCHEDULES**

Organization Name: ECycling Maui LLC Original Date: 5/11/20
 Program: Large and Lithium Battery Diversion Program Research
 Budget Period: FY 2021 Revision No.: _____

A. PERSONNEL

SCHEDULE OF PERSONNEL (Include % of 40 hr. week)	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
Kevin Collins	\$ 10,000		\$ \$10,000 -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL PERSONNEL COST	\$ 10,000 -	\$ -	\$ \$10,000 -
Justification:			

B. OCCUPANCY

SCHEDULE OF OCCUPANCY	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL OCCUPANCY COST	\$ -	\$ -	\$ -
Justification:			

**RECYCLING GRANT FY 2021
BUDGET SCHEDULES**

Organization Name: ECycling Maui LLC Original Date: 5/11/20
 Program: Large and Lithium Battery Diversion Program Research Revision No.:
 Budget Period: FY 2021

C. EQUIPMENT

SCHEDULE OF EQUIPMENT	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL EQUIPMENT COST	\$ -	\$ -	\$ -
Justification:			

D. SUPPLIES

SCHEDULE OF	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL SUPPLIES	\$ -	\$ -	\$ -
Justification:			

**RECYCLING GRANT FY 2021
BUDGET SCHEDULES**

Organization Name: ECycling Maui LLC Original Date: 5/11/20
 Program: Large and Lithium Battery Diversion Program Research Revision No.:
 Budget Period: FY 2021

E. PROMOTION, PRINTING

SCHEDULE OF PROMOTION, PRINTING	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL PROMOTION, PRINTING COST	\$ -	\$ -	\$ -
Justification:			

F. INSURANCE

SCHEDULE OF INSURANCE	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL INSURANCE COST	\$ -	\$ -	\$ -
Justification:			

**RECYCLING GRANT FY 2021
BUDGET SCHEDULES**

Organization Name: ECycling Maui LLC Original Date: 5/11/20
 Program: Large and Lithium Battery Diversion Program Research Revision No.:
 Budget Period: FY 2021

G. SHIPPING, FREIGHT

SCHEDULE OF SHIPPING, FREIGHT	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL SHIPPING, FREIGHT COST	\$ -	\$ -	\$ -
Justification:			

H. TRAVEL, AUTO EXPENSE

SCHEDULE OF TRAVEL, AUTO EXPENSE	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL TRAVEL, AUTO COST	\$ -	\$ -	\$ -
Justification:			

**RECYCLING GRANT FY 2021
bBUDGET SCHEDULES**

Organization Name: ECycling Maui LLC Original Date: 5/11/20
 Program: Large and Lithium Battery Diversion Program Research Revision No.: _____
 Budget Period: FY 2021

I. OTHER (Detail of Other Expenses or Resources)

SCHEDULE OF OTHER*	AMOUNT REQUESTED	OTHER RESOURCES	TOTAL BUDGET
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL OTHER COST	\$ -	\$ -	\$ -
Justification:			

Narrative

A. Executive Summary:

Provide a comprehensive overview of the proposed program(s) or service(s) to be delivered. Please limit executive summary to one or two paragraphs for a maximum of 150 words.

LARGE BATTERY RESEARCH GRANT SUMMARY

Electric vehicle (EV) lithium batteries and solar home storage units should be recycled or reused for valuable materials, especially cobalt, but how?

B. Need:

What is the problem/need the proposed program is designed to meet?

Currently there is no program to deal with EV and Large Battery systems that contain materials that should be recycled in a safe and cost effective manner. EV can not be scrapped because of the Large batteries that are not covered under current Maui battery program.

C. Goal(s) and Objectives:

Clearly state the goal(s) of the program and the specific objectives to be achieved. Goals must be specific and have measurable results (i.e. outputs and/or outcomes).

Questions we propose to answer through research and reporting regarding current industry standards and programs in development by other communities and capital markets that are processing the batteries currently.

What options exist as lithium batteries loose power?

Whose problem is it?

Who's responsible?

What would the system look like and what are the costs?

What policies and legislation are needed?

Hammerhead will not to accept EV's unless batteries are removed.

This research grant proposes to uncover obstacles and opportunities to developing a state-of-the-art island program.

D. Delivery Plans:

Please provide a clear and specific description of the proposed delivery of service.

Detail the strategies, activities, and timeline in such a way that a clear linkage is shown with program goals and objectives.

A comprehensive report that outlines and defines the current state of large battery recycling.

E. Evaluation:

Describe how you will evaluate the program to ensure that goals and objectives are met and that the desired outcome will be provided.

Any question left unanswered will be clearly identified regarding current state of large battery recycling.

F. Budget:

Describe how the requested funds will be utilized to achieve the proposed goals and objectives. Explain any deviations from prior year grant budget. This narrative section should dovetail with the budget tables.

Budget will be spent entirely on time that is needed to create a comprehensive report to answer questions outlined in goals and objectives.



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer

Vendor Name: **ECYCLING MAUI LLC**

Issue Date: **09/01/2020**

Status: **Compliant**

Hawaii Tax#:

New Hawaii Tax#: GE-0502678528-01

FEIN/SSN#: XX-XXX3148

UI#: XXXXXX3822

DCCA FILE#: 193860

Status of Compliance for this Vendor on Issue date:

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

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information