

MICHAEL P. VICTORINO
Mayor

MICHELE CHOUTEAU MCLEAN, AICP
Director

JORDAN E. HART
Deputy Director



DEPARTMENT OF PLANNING
COUNTY OF MAUI
ONE MAIN PLAZA
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HAWAII 96793
June 29, 2021

RECEIVED

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OFFICE OF THE
COUNTY CLERK

Ms. Michele Yoshimura *my*
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

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

APPROVED FOR TRANSMITTAL

Michael P. Victorino 6/30/21

Mayor Date

For Transmittal to:

Honorable Alice L. Lee, Chair
And Members of Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Lee and Members:

SUBJECT: GRANT REVENUE – DEPARTMENT OF PLANNING FOR THE
HISTORIC PRESERVATION GRANTS-IN-AID (NATIONAL HISTORIC
PRESERVATION ACT OF 1966) GRANT AGREEMENT NO. SHPD-21-001

In accordance with Ordinance No. 5099, Bill 64 (2020) Fiscal Year 2021 Budget, we are hereby transmitting to you a copy of the Grant Agreement for the State of Hawaii general obligation bond funds totaling \$25,000.00.

Thank you for your attention to this matter. Should you have any questions, please contact me at Ext. 1755.

Sincerely,

Michele Chouteau McLean

MICHELE CHOUTEAU MCLEAN, AICP
Planning Director

Attachments

COUNTY COMMUNICATION NO. 21-327

HISTORIC PRESERVATION GRANTS-IN-AID
(NATIONAL HISTORIC PRESERVATION ACT OF 1966)
GRANT AGREEMENT NO. SHPD-2021-001

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources and the State Historic Preservation Officer, hereinafter referred to as the "STATE," and COUNTY OF MAUI, whose business address is 200 South High Street, Wailuku, HI 96793, hereinafter referred to as the "SUB-GRANTEE.

WITNESSETH

WHEREAS, the National Historic Preservation Act of 1966, Public Law 89-665, 89th Congress, 80 Stat. 915, as amended, was enacted by the Congress of the United States of America to stimulate the preservation of historic properties and establish a program of matching grants-in-aid to States for up to SIXTY (60%) PERCENT of the total public or private cost of expanding and accelerating their Historic Preservation Program and activities, and acquiring or developing properties that are significant in American history, architecture, archaeology, or culture; and

WHEREAS, the Governor of Hawaii has appointed a State Historic Preservation Officer to implement and administer the National Historic Preservation Act of 1966 in Hawaii; and

WHEREAS, the SUB-GRANTEE's Project Application for historic preservation grants-in-aid requests financial assistance to administer the Certified Local Government program for the County of MAUI to procure services of a consultant to assist with research, compilation of information, completion of State and National Registry forms, and submittal of said forms for review by the State Historic Preservation Division and the State of Hawaii Historic Places Review Board;

NOW, THEREFORE, in consideration of certain promises and agreements contained herein, the STATE and the SUB-GRANTEE agree as follows:

Definitions

- a. The term "Chairperson" as used herein means the Chairperson of the Board of Land and Natural Resources.
- b. The term "Department" as used herein means the Department of Land and Natural Resources, Historic Preservation Division.
- c. The term "SHPO" as used herein means the State Historic Preservation Officer.

- d. The term "Manual" as used herein means the Historic Preservation Fund Grants Manual and any subsequent revisions thereto.
- e. The term "Service" as used herein means the National Park Service, United States Department of Interior, or its duly designated representatives.

2. Scope of Work

The SUB-GRANTEE shall, in a proper and satisfactory manner as determined by the STATE, provide all the services set forth in Attachment 1, which is hereby made a part of this Agreement.

3. Budget

The SUB-GRANTEE shall, in a proper and satisfactory manner as determined by STATE, provide a line-item budget of each service provided set forth in Attachment 1.

The SUB-GRANTEE's Certified Local Government Grant Application and Budget and any revisions thereto, as approved by the STATE, are hereby incorporated by this reference and made a part of this Agreement and is hereinafter referred to as the "approved project Application" or the "Project."

4. Progress Schedule

- a. The services required of the SUB-GRANTEE under this Agreement shall be performed and completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.
- b. Interim progress reports shall include updated programmatic and financial information and be provided to the STATE by six months from the date of this Agreement, and with every request for compensation and payment.
- c. Submission of final reports/products shall meet the approval of the STATE and shall include a comparison of completed activities and budget to those in the approved Project Notification.

5. Manual

The SUB-GRANTEE shall comply with the policies and procedure set forth in the Manual, including compliance with the applicable Secretary of Interior Standards for Archaeology and Historic Preservation. Acknowledgment of NPS support for any publication or documents intended for public circulation produced as part of the project should be stated. Said Manual is hereby incorporated by this reference and made part of this Agreement. Additionally, Office Management & Budget (OMB) Circulars A-122 (or A-87), A-102 (or A-110), and A-128 (or A-133), as appropriate, will be followed and are hereby incorporated by this reference. All of said references are on file in the office of the Department.

6. Grant

Subject to the receipt of Federal funds, the STATE shall transfer to the SUB-GRANTEE on a reimbursable basis, a sum of money for up to SIXTY (60%) PERCENT of the allowable costs as provided in the Manual; such sum shall not exceed the grand total amount of TWENTY FOUR THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS AND NINETY ONE CENTS (\$24,825.91).

7. Method of Payment

- a. The SUB-GRANTEE shall be compensated for services rendered and costs incurred under this Agreement according to the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.
- b. The following provisions are applicable to this grant;
 - (1) The STATE shall transfer to the SUB-GRANTEE the consideration set forth in Paragraph 6 hereof, in ONE (1) installment upon satisfactory completion of work performance documented in billing statements of acceptable form received and approved by the STATE. The STATE may withhold payment if, in the judgment of the SHPO, products do not conform to the terms of the sub grant or do not meet the appropriate Secretary of the Interior's Standards. SUB-GRANTEE shall submit Federal and nonfederal share supporting documentation and evidence of competitive procurement requirements for professional services and subcontracts prior to reimbursement.
 - (2) All payments under this grant shall be made only upon submission by SUB-GRANTEE of original invoices specifying the amount due and certifying that it has completed performance in accordance with the grant. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawaii Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes.

If this grant is payable in whole or in part from federal funds, SUB-GRANTEE agrees that, as to the portion of the obligation under this grant to be payable out of federal funds, the SUB-GRANTEE shall be paid only from such funds received from the federal government, and shall not be paid from any other funds.

8. Project Execution

- a. The SUB-GRANTEE shall execute and complete the project in accordance with a schedule set forth in Paragraph 4 hereof, and in a professional manner in

accordance with standards established by the STATE and the Service. All during the performance of the Agreement, the SUB-GRANTEE shall comply with rules and requirements of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.

- b. Except where prior written permission has been granted by the STATE, contracts for the Project work shall meet the requirements of contract for Project work in the Manual and the following:

- (1) The SUB-GRANTEE shall require in construction contracts that each of its contractors and subcontractors employed in the completion of the Project comply with all applicable Federal, State, and local laws, and in particular the following Federal laws, Executive Orders, and regulations issued thereunder.

- A. The Copeland "Anti-Kick Back" Act (18 USC874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give any part of the compensation to which he is otherwise entitled. This provision shall apply to this Project.

- B. Lobbying (18 USC 1913)

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used, directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation but this shall not prevent officers or employees of the United States or its Department or agencies from communication to members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

- (2) The SUB-GRANTEE shall incorporate, or cause to be incorporated into all contracts in excess of TEN THOUSAND (\$10,000.00) DOLLARS the following provisions: All during the performance of this Agreement, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or physical handicap. The Contractor will take affirmative action to ensure qualified applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will comply with the rules and requirements of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, a copy of which is on file in the office of the Department, SHPO, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contract will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the contractor's non-compliance with the non-discrimination clauses of this Agreement or with any such rules, regulations, or orders this Agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions and remedies may be imposed as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
- H. The contractor will include the provisions of Paragraphs (2) A through (2) H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- (3) The SUB-GRANTEE shall incorporate or cause to be incorporated into all negotiated contracts in excess of TEN THOUSAND (\$10,000.00) DOLLARS the following provisions:

The STATE, Service, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audits, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three (3) years after final payment and after pending matters, such as federally required audit, is completed. Lack of such documents may be cause to disallow otherwise allowable costs.

- (4) The SUB-GRANTEE shall incorporate or cause to be incorporated into all contracts in excess of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS the following provision:

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Clean Water Act, Executive Order No. 11738, and Environmental Protection Agency (EPA)

regulations, which prohibits the use of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the STATE and Regional Office of the EPA.

(5) The SUB-GRANTEE shall incorporate or cause to be incorporated into all contracts notice of:

- A. The contractor's agreement to comply with requirements and regulations pertaining to reporting and patent rights under any contract involving research, development, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of, or under, contract, including those pertaining to copyrights and rights of data.
- B. The contractor's recognition of mandatory standards and policies relating to energy efficiency, which are contained in the Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

(6) The SUB-GRANTEE shall:

- A. Comply with the above provisions in contract work carried out by itself,
- B. Assist and cooperate actively with the STATE and Service in obtaining the compliance of contractors and subcontractors with the above contract provisions and with applicable rules, regulations, and relevant orders,
- C. Obtain and furnish to the STATE and Service such information as they may require for the supervision of such compliance,
- D. Enforce the obligation of contractors and subcontractors under such provisions, rules and regulations and others,
- E. Carry out sanctions and penalties of violations of such obligations, and,
- F. Refrain from entering into any contract with a contractor debarred from government contracts.

(7) Any publication wholly or partially funded under the terms of this Agreement shall include the following acknowledgment, disclaimer, and non-discrimination statements:

"This (type of publication) has been financed (in part or in full) with Federal funds from the National Park Service, Department of Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of Interior, nor does the mention of trade names or commercial products, constitute endorsement or recommendation by the Department of Interior." (*If there are no commercial products then that part of the statement can be omitted.) "This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she have been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Office for Equal Opportunity

National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

- (8) Allowable and Unallowable Costs
 - A. SUB-GRANTEE shall comply with OMB Circular A-122 or Circular A-87, as appropriate, and use the circular in conjunction with the Manual to determine the full range of allowable and unallowable costs. Cost items not provided for in the approved Project Application under Major Work Elements which is to be considered as an allowable cost, must be treated as an amendment.
 - B. Questionable issues should be referred to the STATE for determination in writing prior to commencing work. However, if upon final audit by the STATE, Service, or the General Accounting Office, specific unallowable costs are determined which theretofore have been deemed to be allowable, the SUB-GRANTEE shall be held responsible for the repayment of funds received for such unallowable costs.
- (9) Project Administration
 - A. The SUB-GRANTEE shall promptly prepare and submit in duplicate such reports as the STATE may request. Completion Reports are mandatory. Progress photographs must accompany Development project Completion Reports.
 - B. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the STATE, the

Service, and their authorized representatives, upon request, to ensure progress in accordance with Project standards including a final inspection upon completion of the Project.

- C. The SUB-GRANTEE shall retain procurement documentation, including evidence of competitive negotiation or bidding regarding contract solicitations, description of the method of publicizing the solicitations, received solicitation responses, method and justification of contractor selection, bid tabulation, abstract of bids or proposals, negotiation of fair and reasonable prices, type of contract awarded, signed and dated contract, satisfactory completion of contract, contract specifications, and other types of documentation, including STATE approval of amendments, SUB-GRANTEE notifications of any adverse conditions affecting the project scope, budget or timetable, etc. A file copy of the above documentation shall be provided to the STATE by the SUB-GRANTEE.

(10) Termination of Project

No Project financed with funds from this program shall be terminated by the SUB-GRANTEE prior to satisfactory completion without the prior written approval of the STATE and Service. Request for premature termination must explain fully the reasons for the action and detail the proposed disposition of the incomplete Project. The STATE and the Service hereby reserve the right to terminate this grant agreement when it judges that the SUB-GRANTEE has failed to comply with the grant agreement, program policies, or the clear intent of the Historic Preservation Act that the grant funds shall be expended within a reasonable period following obligation.

- A. Failure by the SUB-GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if, in the judgment of the STATE, such failures were due to no fault of the SUB-GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations, not unallowable costs, properly incurred shall be eligible for assistance under this agreement when approved by the Service.

(11) Financial Records

- A. The SUB-GRANTEE shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the STATE, the Service, and the Comptroller General of the

United States for auditing and other purposes at reasonable times. Such accounts, documents, and records shall be retained by the SUB-GRANTEE for three (3) years following Project termination and a final audit on the Project conducted.

- B. The SUB-GRANTEE may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in OMB Circular A-102 or A-110, as appropriate.
- C. The SUB-GRANTEE shall comply with all requirements under the Single Audit Act of 1984 and the requirements of OMB circular A-128.
- D. The SUB-GRANTEE shall establish a separate ledger account for this grant and said grant account shall be identified by the number assigned to the grant by the STATE.
- E. Where applicable, all expenditures will be segregated by Work Elements described in the approved Project Application.

(12) Conflict of Interest

- A. No official or employee of the SUB-GRANTEE who is authorized in his official capacity to negotiate, make, accept, or approve a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.
- B. No person performing services for the SUB-CONTRACT in connection with this project shall have a financial or other personal interest other than his employment in any contract or subcontract in connection with this Project. No officer or employee of such person retained by the SUB-GRANTEE shall have any financial or other personal interest in any real property acquired by this project unless such interest is openly disclosed in the public record of the SUB-GRANTEE and such officer, employee or person has not participated in the acquisition for or on behalf of the SUB-GRANTEE.
- C. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
- D. The SUB-GRANTEE shall be responsible for enforcing the above conflict of interest provisions.

(13) Independent Performance

The SUB-GRANTEE, its officers, agents or employees acting in the performance of this Agreement are not officers, agents or employees of the STATE.

(14) Hold Harmless

Subject to applicable State and County law and requirements, the SUB-GRANTEE shall indemnify, defend, and hold harmless the STATE and Service from all suits, actions, damages and costs arising from this Agreement, or from errors, omissions, or willful or negligent acts of the SUB-GRANTEE, its employees and agents in the performance of this Agreement.

(15) Waiver

It is expressly understood and agreed that no waiver granted by the STATE or the Service on account of the violation of any covenant, term, or condition of this agreement shall constitute or be construed in any manner to be a waiver of the covenant, term, or condition or the right to enforce the same as to any other or further violation.

(16) Amendments

The Agreement (including but not limited to the approved scope of work, products, budget and performance/reporting milestones) cannot be changed without prior written consent from SHPO. Any modification or amendment may be made by mutual consent provided that it be in writing, executed by the parties hereto, and approved by the State Historic Preservation Officer and, as applicable, by the Service.

(17) Compliance With Laws

That the SUB-GRANTEE shall comply with all applicable statutes, ordinances, rules and regulations of the Federal, State, and County governments.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

STATE OF HAWAII

By: _____

Chairperson
Department of Land and Natural Resources

COUNTY OF MAUI

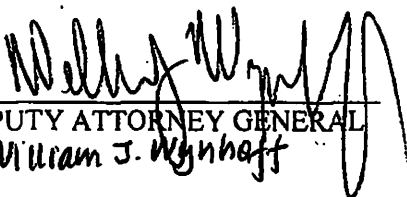
By: _____

Mayor

By: _____

Director of Finance

APPROVED AS TO FORM:


DEPUTY ATTORNEY GENERAL
William J. Wynnhaft

/s/ Stephanie M. Chen

DEPUTY CORPORATE COUNSEL
CORPORATION

SCOPE OF WORK AND BUDGET

A. Introduction: St. Joseph's Church is the second of four churches built by Father Damien top-side of the island of Molokai; two additional churches were built within Kalaupapa. It was constructed in 1876 with the help of the Hawaiian people living in the area. Its last restoration took place in nearly half a century ago in 1971.

Maui County has very few designated historic sites on the Island of Molokai, outside of the Kalaupapa Historic National Park. Thus, Maui County endeavors to encourage owners and non-profits on Molokai to list and to preserve their historic buildings. When we were approached by the Catholic Church to assist in preservation efforts for the first church founded by Father Damien, known for his work with the original Hansen's disease patients, we decided that this was a project worthy of this grant.

B. Project Description: St. Joseph's Church is a one-story wood-framed historic church approximately 500 square feet in plan. A major windstorm hit the island of Molokai ten years ago, damaging the building and destroying the tower steeple. It remains in its damaged condition. The purpose of this project is to assess the condition of the building which is suffering from lack of upkeep and maintenance and severe termite damage.

Architectural and structural services will include:

1. Initial site visit by architects and engineers to visually inspect the structure.
2. Complete Register of Historic Places form and place structure on the National Historic Register. It is currently on the State Historic Register, but in order to apply for Federal grants, the building must be listed on the National Register.
3. Create a Historic Structures Report. This may be used for grant and other various funding submissions.
4. Create As-Built Drawing set to be used by the structural engineer and cost estimator and other specialties. This will be included in the Historic Structures Report.
5. Create a cost estimate of the repairs based on the Historic Structures Report evaluation. This may be used for grant and other various funding submissions.
6. Coordinate with Structural engineer during evaluation and report creation.
7. Mechanical Electrical and Plumbing assessment of the work needed to upgrade the facility, including fire sprinklers.

C. Statement of Need: The building is in desperate need of repair. Several deficiencies were evident upon first glance. First, the steeple that was blown down in the windstorm should be rebuilt. Second, there should be a structural evaluation of the bell tower which holds the bell as termite damage has compromised the integrity of the structure. Third, the electrical power is extremely old such that there is a high probability of an accidental electrical fire.

D. Project Objectives: The intention is to repair this church applying the Secretary of Interior's Standards, Preservation as a treatment. The historic structure report provides documentary, graphic, and physical information about a property's history and existing condition. This is an effective part of preservation planning, and this historic structure report will also be used for applying for grant funding for the long-term preservation of this important building.

The end product will be a National Register nomination application (forms) and Historic Structures Report.

The overall grant matching amount by the County of Maui will be fulfilled through county matching project funds or in-kind services as follows:

Projected total Federal grant allocation for the above cited projects:	\$ 24,825.91
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Projected County of Maui match through funding or in-kind to support the above cited projects is:	\$ 16,550.00
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ATTACHMENT 2

TIME SCHEDULE

Commencement date for all projects funded under the AGREEMENT is the contract execution date. All work is to be completed by September 1, 2021.

ATTACHMENT 3

COMPENSATION AND PAYMENT SCHEDULE

Subject to the State's receipt of federal funds, in full consideration of the services to be performed under this AGREEMENT, the STATE agrees to pay the SUB-GRANTEE the total sum of up to, but not to exceed TWENTY FOUR THOUSAND EIGHT HUNDRED TWENTY FIVE Dollars and NINETY ONE cents (\$24,825.91), to be paid herein, for the full and faithful performance of all the services to be performed under the terms and conditions of this AGREEMENT.