



CARES ACT

REQUEST FOR PROPOSALS

**Funding Awards available from Coronavirus Relief Funds
Appropriated in Section 5001 of the Coronavirus Relief Aid, Relief,
and Economic Security Act (“CARES Act”), P.L. 116-136.**

Performance Period: March 1, 2020 to December 30, 2020

**ISSUED ON:
June 14, 2020**

**DEADLINE TO APPLY:
Wednesday, June 24, 2020 4:30 p.m. Hawai'i Standard Time**

**SUBMISSION:
Email complete proposal and all
required attachments to grants@kauaiforward.com**

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I. NOTICE OF AVAILABILITY OF CARES FUNDING AWARDS

(Project Period: March 1, 2020 to December 30, 2020)

PROPOSALS must be received on or before Wednesday, 4:30 p.m. HST, June 24, 2020, via email to grants@kauaiforward.com. **The deadline noted above is not a postmark date. Proposals must be submitted by email.** Proposals received after the deadline will not be considered.

The Federal CARES Act provides Assistance for State, Local, and Tribal Governments, and the County of Kauai has been awarded a sub-grant. The County is soliciting proposals for projects or events that respond to the current Coronavirus Disease 2019 (COVID-19) public health emergency.

Proposals must address and support the program goals and objectives for the line item/sector area you wish to apply to. Proposals submitted shall be reviewed and considered for funding to supplement existing or proposed project or program budgets for the applicant organizations. **

Specific details regarding the types of proposals being solicited will be provided in the Request for Proposals document.

Only proposals that are for expenditures which are necessary to respond to the current COVID-19 outbreak, and that can be done before December 30, 2020, are eligible.

Details on what expenditures are considered necessary under the CARES Act can be found on the U.S. Treasury's website at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

All proposals will be reviewed subject to the County of Kauai's grant review process. Notification of approval for funding shall be made by July 9, 2020.

There will be an online webinar on the proposal and its process on Monday, June 15, 2020 from 3:00-4:00. Here is the link for registration.

https://us02web.zoom.us/webinar/register/WN_J6DC89QeQ0iWEVZC-hY_5g

The RFP will be reviewed at this time. You can submit questions about the RFP to be covered at the webinar once you register and in advance or during the webinar. For any questions, please email Nicholas Courson at ncourson@kauai.gov.

To view the RFP, please go to: <http://www.kauaiforward.com>

Captioning will be available. There will be a small delay as with all live captioning. Users will need to enable closed captions on their particular device as it will not automatically be displayed.

*****If you are looking for a grant for small business, that program has not been launched yet. It will be handled by a third party on behalf of the County of Kauai. More details to come shortly.**

II. PROCESS

A. Introduction

The State of Hawaii has received a Coronavirus Relief Fund award from the U.S. Treasury, as appropriated in section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), P.L. 116-136. The State of Hawaii has given the County of Kauai (“County”) a sub-award.

The County is soliciting proposals for projects or events that respond to the current Coronavirus Disease 2019 (COVID-19) public health emergency.

B. Submission requirements

1. Application deadline

Your organization’s proposal must be submitted to the County no later than 4:30 p.m. HST on Wednesday, June 24, 2020. Proposals received after the due date and time will not be considered.

2. Limits on consideration

Responses not meeting the requirements of this Request for Proposals (RFP), or which are ambiguous or incomplete, will be rejected. Proposals shall be limited to the application plus any requested attachments. Any information attached but not requested or otherwise allowed (i.e. cover letter) will not be considered.

3. Electronic submittal required

Electronic submission is the required method for submission of proposal (and any attachments). Your organization’s proposal must be submitted to grants@kauaiforward.com. Your organization’s application may be ***signed electronically*** by an individual with authority to sign (for instance, that individual may type “/s” followed by their name). Your organization’s proposal ***file name***, and the email ***subject line***, should be substantially similar to your proposed Project/Event name. Please include the Sector Area your organization is applying for in the body of the email.

C. Multiple proposals from same Organization

1. Different Sector Areas

Organizations may submit proposals for different and separate projects in ***different Sector Areas***. The proposals will be considered independently of each other. If accepted and approved the Organization will have to file the required reports for each independent project. **Organizations may *not* combine funding from multiple Sector Areas into *one* Project.**

2. Same Sector Area

An organization may (but it not required to) submit multiple proposals for different and separate projects within the *same Sector Area*. The proposals will be considered independently of each other. If accepted and approved the Organization will have to file the required reports for each independent project. If the projects are accepted separately than the Organization must keep the funding and accounting separate for each project.

D. Proposal review and selection committee

Proposals must address and support the program goals and objectives for the chosen *Sector Area* your Organization wishes to apply to.

All proposals will be reviewed subject to the County of Kauai's grant review process.

The County of Kauai reserves the right to reject any proposal.

E. Limited/no addenda

Due to the time-sensitivity of this Request for Proposal process and the urgent need to provide program services to respond to the Coronavirus pandemic, preference will be given to nonprofit entities with the technical and administrative capacity to effectively respond to this RFP with a minimum of technical assistance. Therefore, further written clarifications or addenda to this RFP will be limited, if at all.

F. Expedited reporting requirements

Due to requirements imposed by the federal and state government grant recipients will need to submit monthly program and financial reports on the use of the funds to the County, due on or before the 5th of the month immediately following the month being reported on (e.g. the month of August must be reported by September 5th, 2020).

Applicants should carefully consider whether they can meet the expedited reporting required for this grant.

G. Insurance

The County may request to be listed as additional insured on the Organization's insurance policies in connection with the Organization's performance under any awarded grant, and the County may require that the Organization acquire a particular types of insurance, as a condition precedent to entering into a Grant Agreement. The determination of whether or not additional insured status will be required, or whether to require a particular type of insurance, will be dependent on the nature of the proposal.

H. Withdrawal of proposals

Your organization may withdraw a proposal at any time prior to the RFP submission deadline by providing a written statement to the contact person the proposal was submitted to.

I. Failure to follow instructions

Failure to follow any of the instructions in this Request for Proposal may subject your organization's proposal to disqualification.

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III. REQUIREMENTS AND PROHIBITIONS

A. Compliance with Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”)

Per the requirements of the U.S. Treasury, grant funds provided by the CARES Act may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);

*(Note: “necessary expenditures” is further explained by the U.S. Treasury by via GUIDANCE and a FAQ. The County **strongly recommends** that applicants read each document in its entirety and frame their proposals accordingly. The GUIDANCE is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>. The FAQ is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>. Both documents are subject to revision by the U.S. Treasury.)*

2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or County; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

(Note: depending on the proposal the County may authorize reimbursing expenses that were incurred between March 1, 2020 and the execution of a Grant Agreement. The County, in its sole discretion, will determine on a case by case basis whether to authorize such a reimbursement. The County will base its decision on the nature of the service, the nature of the costs incurred, and cost eligibility under applicable federal guidelines. Please be clear in your application if you are asking to be reimbursed for expenses that have already been incurred.)

YOUR ORGANIZATION’S PROPOSAL MUST COMPLY WITH THE REQUIREMENTS OF THE CARES ACT!

Please note that the U.S. Department of Treasury is **continuing** to issue guidance regarding the use and management of the CARES Act funds. See:

(<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>). The use of CARES Act funds is **subject to audit** by the federal government, the State of Hawai‘i, and the County; **disallowed expenditures, if any, will need to be re-paid to the County by your organization.**

B. Compliance with federal law (including Uniform Guidance (2 C.F.R. Part 200)):

Your organization must comply with all federal requirements. The U.S. Treasury has continued to issue guidance since the passage of the CARES Act. For instance, the U.S. Treasury has issued guidance supplementing the CARES Act and making clear that “Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.”

C. Compliance with Kauai County Code

Your organization is only eligible if it meets the requirements for grants contained in Kauai County Code Section 6-3.2.

Kauai County Code Section 6-3.2

(a) All grants made by the County of Kauai to private organizations are to be made in accordance with the standards that the private programs so funded yield benefits to the public and accomplish public purposes. No grant, subsidy or purchase of services contract to a private organization shall be made or allotted unless the private organization submits an application indicating that the organization complies with the following criteria:

- (1) The private organization is a not-for-profit organization, corporation or unincorporated association, chartered or otherwise engaging in charitable activities in the County of Kauai.
- (2) The purpose for which the private not-for-profit corporation or association is organized provides benefits to the people of the County of Kauai.
- (3) The purposes for which the not-for-profit corporation or association is organized and for which the group is requested provides services or activities to meet a distinctive cultural, social or economic need and for which adequate Federal or State funding cannot be secured.

(b) Notwithstanding Subsection (a) of this Section, grants made by the County of Kauai under the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs and special-purpose grants shall be made or allotted to a private organization that is either a for-profit organization incorporated under the laws of the State of Hawai‘i or a not-for-profit organization that complies with the requirements set forth above. (Ord. No. 381, April 7, 1980; Ord. No. 677, February 13, 1995; Ord. No. 824, February 16, 2005)

D. Hawai'i Compliance Express; DCCA Certificate of Good Standing; Charitable Registration with Attorney General

Your organization will need to be able to submit a Hawaii Compliance Express certificate, Department of Commerce and Consumer Affairs (DCCA) Certificate of Good Standing, and, if your organization is a 501(c)(3), proof of Charitable Registration with the Attorney General (or proof of eligibility for exemption). Failure to do so within three business days of Notice of Award may, at the County's sole discretion, subject your organization to cancellation of Notice of Award.

- Find more info on DCCA Certificates of Good standing at <http://files.hawaii.gov/dcca/breg/faqs/filings/DNP-INFO.pdf>
- Find more info on Charitable Registration at <https://ag.hawaii.gov/tax/files/2020/04/TC-FAQ.pdf>

E. Production of previous audit

Your organization must have been audited within the last three years. For awards *over* \$100,000 your organization must turn in a copy of their last audit. Failure to do so within three business days of Notice of Award may, at the County's sole discretion, subject your organization to cancellation of Notice of Award.

F. Contractual terms and conditions; compliance with Grant Agreement

Your organization will be required to agree to a Grant Agreement substantially similar the sample Grant Agreement in **Section VI**. The sample Grant Agreement contains the *terms and conditions* imposed on the County by the State of Hawaii and the U.S. Treasury. Those terms and conditions shall be imposed on your organization if your organization is awarded CARES Act grant funds.

G. Prohibited use of grant funds

1. The following costs are prohibited and are not allowable expenditures under a CARES Act grant award:
 - a. Damages covered by insurance.
 - b. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
 - c. Reimbursement to donors for donated items or services.
 - d. Workforce bonuses other than hazard pay or overtime.
 - e. Severance pay.

- f. Legal settlements.
 - g. Other expenditures and costs prohibited by, or inconsistent with guidance provided by, the U.S. Department of Treasury.
2. Grant funds may not be used in connection with the following acts by organizations or individuals employed by grant funds:
- a. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other nonfederal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
 - b. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
 - c. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
 - d. As applicable, the County and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Your organization shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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IV. EVALUATION CRITERIA

The County will use the following criteria to evaluate proposals:

Initial Qualifying Criteria (Questions call for Yes/no answers)

- Are the costs *necessary expenditures* that were, or will be, incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19)?
- Did the County budget for any expense related to this project/event in its 2019-2020 fiscal year budget?
- Were or will the proposed costs be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020?
- Is the private organization a for-profit organization, not-for-profit organization, corporation or unincorporated association, chartered or otherwise engaging in charitable activities in the County of Kauai?
- Is the purpose for which the private not-for-profit corporation or association is organized to provide benefits to the people of the County of Kauai?
- The purposes for which the not-for-profit corporation or association is organized and for which the group is requested provides services or activities to meet a distinctive cultural, social or economic need and for which adequate federal or state funding cannot be secured.

Scoring Criteria (100 points)

- **Organization Capacity (30 points)**
 - Organization’s depth and breadth of experience in the performance of similar work.
 - Organization’s level of integrity, reliability, and credibility.
 - Organization mission aligns with the proposed project.
 - Organization’s current staff and contractors/subcontractors possess relevant expertise for planning, development, and implementing proposed project or activity.
 - Organization’s non-staff resources to produce, implement, and execute the proposed project.
 - Organization has resources to rapidly incur expenditures (as the term “incur” is used in the context of the CARES Act Guidance and FAQ).
- **Fiscal Accountability (30 points)**
 - Applicant demonstrates financial capability and sustainability. Purchasing choices are made based not only on cost but need, environmental impact, and community benefit.
 - Applicant submitted an accurate and feasible budget for the project.
 - Applicant has valid sources of revenue other than the requested CARES Act funds.

- The reasonableness of the Applicant's estimated expenses compared to similar event/activity.
- Applicant's prior government grants management experience, including local, state, and/or federal grants.
- Applicant demonstrates an ability to generate the necessary monthly reports in an expedited manner.

- **Proposal (40 points)**

- Proposal is feasible and implements Sector Area goals and objectives.
- Proposal has clearly defined objectives that include quantity of project/event activities and numbers served and also includes analysis of outcomes/benefits.
- Proposal has community support or collaboration (e.g. evidence of partnerships with outside organizations).
- Proposal's timeline is reasonable to execute the project/event.
- Proposal provides a detailed description for delivery of services; description of process for delivery of services, and demonstrates good customer service.
- Proposal includes plan for documentation used to determine CARES Act eligibility and support service provision.
- Proposal clearly identifies the population(s)/area(s) to be served and project location(s).
- Proposal is for a project of sufficient scale to be administratively efficient to implement (given the sums involved and time constraints of the CARES Act).

[Remainder of page intentionally left blank.]

V. SECTOR AREAS BEING SOLICITED

A. General

1. The County may exercise its discretion to adjust the allocations to the Sector Areas to ensure funds are used to maximum effect or to adjust to unforeseen changes in recovery efforts.
2. Administrative costs may not exceed 5% of the total grant amount.
3. The County may award a grant amount is less than the amount requested in the proposal. The organization will be required to submit a revised budget, with any corresponding adjustments to the proposal, within three business days of Notice of Award.
4. All expenditures must be “necessary” under the CARES Act. Examples of eligible costs include:
 - Expenses (carts, hardware and software etc.) of establishing, operating or expanding telehealth capabilities;
 - Production of educational or public service announcements, pamphlets or videos;
 - Promotional costs of educational or public service announcements on social media platforms and/or other platforms;
 - Expenses for acquisition and distribution of PPE;
 - Personal protective equipment (PPE) and devices (masks, gloves, hand sanitizers, hand sanitizer dispensers, plexi-glass barriers etc.);
 - Expenses for the disinfection of facilities;
 - Expenses to facilitate distance learning;
 - Expenses for food delivery to residents and vulnerable populations;
 - Expenses for the assist individuals to enroll in government benefit programs;
 - Expenses for the employment and training of furloughed employees due to COVID-19; and
 - Expenses to assist individuals impacted by the loss of income or job due to COVID-19 including:
 - Patient cost of providing Coronavirus Disease 2019 (COVID-19) testing, including serological testing.
 - Patient cost of emergency medical transportation.
 - Rent or mortgage payments during eligible period.
 - Utility fees (must be deemed necessary per the federal guidelines).
 - Other emergency needs (may include health care coverage i.e. COBRA).

5. For applicants who propose job creation -- Applicants must incorporate in their proposal(s) and specify the following information:

- The gap temporary hires would fill for the organization and/or community while meeting the County's resilience objectives;
- Number of employees needed;
- Proposed hourly wage for each proposed position type, or amount of educational stipend;
- Whether these positions are full-time, part-time, and would include benefits;
- Total labor cost;
- Required equipment and tool costs for these employees (not to exceed 5% of the total labor cost);
- Overhead costs consistent with the RFP's grant conditions; and
- Total amount requested.

Job creation proposals in various Sector Areas should be submitted with the understanding that the temporary hires are meant to be additional staff and should not supplant an organization's current payroll obligations. Further, these funds should not be used to hire any staff temporarily laid-off to perform their previous work function, and can only be used to hire laid-off staff to perform work consistent with the resilience objectives.

In compliance with the above and the terms and conditions of the Request for Proposals organizations are requested to submit applications in the following Sector Areas.

B. Sector Area: Meal Delivery Program to High-Risk Groups

1. Description

Meal procurement and delivery to individuals at high risk of severe disease from COVID-19, including houseless and elderly residents. Providing fresh and/or frozen meals to these high-risk groups enables them to follow the State of Hawaii's "Safer at Home" recommendations, thereby limiting their risk of infection.

The population to receive these meals will be determined upon consultation with the Kauai Incident Management Team and the County of Kauai. The target is to serve up to 400 individual meals per day. The term of this project shall be from July 1, 2020 through December 31, 2020 subject to availability of funds. Awardee(s) will be responsible for:

- procuring supplies and staffing;
- cooking and/or purchasing meals;
- ensuring compliance with all Hawaii State Department of Health food safety requirements; and
- delivery of meals to recipients.

2. Total Amount available is \$1,000,000. Minimum funding request allowed is \$40,000. Maximum funding request allowed is \$1,000,000.

C. Sector Area: Non-profit economic loss support (e.g. childcare support; community services)

1. Description

Nonprofit organizations provide a broad variety of services which creates a safety net to meet the needs of our community. To strengthen our ability to meet the challenges presented by the Coronavirus Disease 2019 (COVID-19), the County of Kauai seeks proposals from nonprofit organizations to:

- Increase services; and
- Promote greater access to services.

While not exclusive, the County highlights the need for proposals under this Sector Area from organizations that:

- provide support to those who have been impacted by economic loss due to COVID 19 and need assistance with childcare, respite, tutoring, and other community services.
- develop services related to childhood development, the autistic community, adjunct educational services to traditional or online education, and other community services.

Any proposal for this Sector Area should also address how the project is an increase in services and/or promoting greater access.

2. Total Amount available is \$1,250,000. Minimum funding request allowed is \$40,000. Maximum funding request allowed is \$1,000,000.

D. Sector Area: Mental health and domestic violence prevention

1. Description

The Coronavirus Disease 2019 (COVID-19) and social distancing has had a devastating impact on our entire community. Recent national studies cite as much as 36% of individuals report a serious impact to their mental health and 31% mention sleeplessness due to coronavirus-related anxiety. Additionally, research also indicates the incidence of domestic violence increasing by 16-23%. To strengthen our ability to meet these challenges the County of Kauai seeks proposals from nonprofit organizations to:

- Increase mental health and domestic violence prevention services; and
- Promote greater access to mental health and domestic violence prevention services.

Any proposal for this Sector Area should also address how the project is an increase in services and/or promoting greater access.

2. Total Amount available is \$1,000,000. Minimum funding request allowed is \$40,000. Maximum funding request allowed is \$1,000,000.

E. Sector Area: Agriculture for a self-sustaining Kauai

1. Description

Our farmers, ranchers, ocean harvesters, and producers are encouraged to plan out and expand their scope of business or modify operating models to profitably adjust to COVID-19 related market conditions.

The County of Kauai seeks proposals from non-profit organizations for CARES Act Agricultural assistance grants to enhance production, distribution, and sales of locally sourced fruits, vegetables, proteins, and feeds, in turn lessening our reliance on off-shore food products, and thereby bringing us closer to becoming a self-sustaining Kauai.

Projects should address one or several of these areas during the performance period:

- Expansion of existing agricultural operations and capabilities to increase ability to feed Kauai population during COVID-19 including procurement of necessary equipment;
- Agricultural field & technology training programs to increase assistance of farmers/ranchers/ocean harvesters/producers during COVID-19 crisis;
- Development of Kauai based livestock feed sources to supplement existing methods to mitigate shipment issues during COVID-19 of cattle to final finishing location;
- Job creation through “emergency” hires of agricultural field or office employees
- Improved farming/ranching/harvesting practices to battle COVID-19 related issues through implementation of Precision Agriculture technologies;
- Creation or revitalization of food processing/grading/packaging operations due to meat production loss from the mainland US due to shortages caused by COVID-19.
- Language barrier mitigation programs through implementation of existing communications technologies or translation services (Multiple ethnicities) to communicate with Second Language Learners (SLL) agricultural community on new COVID-19 health and safety practices;
- Livestock depopulation programs due to inability to ship livestock during COVID-19;
- Utilization of modern technologies and food distribution practices addressing COVID-19;
- Reconnect farmers, ranchers and ocean harvesters and producers with wholesaler, retailers, restaurants and chefs as businesses reopen.

2. Total Amount available is \$2,000,000. Minimum funding request allowed is \$20,000. Maximum funding request allowed is \$750,000.

F. Sector Area: Transforming tourism/Economic diversification recovery support

1. Description

We are in a period of unprecedented upheaval both locally and nationally. Currently the State of Hawai'i is in the ACT WITH CARE phase; schools have been closed and are currently in discussions as to when, and in what format, they may be reopened; current restrictions on visitor arrivals and quarantines have created a host of variables and potential scenarios that make planning for a rebound within the visitor industry highly speculative; in fact, there is no aspect of life that has not been profoundly affected by COVID-19 and the ensuing response to it. In April, Kauai saw a 34% Unemployment rate and it has become even more obvious that the need for diversification of our job market, as well as a more regulated and managed visitor industry, is of utmost importance.

a. Transforming Tourism:

- Marketing of Kauai as a destination with new rules and regulations in place for social distancing and quarantine processes;
- Marketing of Kauai to potential visitors from major marketing areas that are more supportive of Kauai's cultural identity;
- Projects to encourage visitor use of masks and following current rules relating to COVID-19 on island;
- Projects that encourage a new paradigm for the visitor industry on Kauai (e.g. transportation, cultural resources, natural resources);
- Projects that support action recommendations in the Kauai Tourism Strategic Plan;
- Projects that support action recommendations in the Kauai Economic Recovery Strategy Plan regarding Tourism;
- Education and re-training of the tourism employees who no longer have employment; and
- Expanded connection of Kauai Made and Kauai Grown products to the visitor industry.

b. Economic Diversification and Recovery:

- Projects encouraging entrepreneurship, innovation and business expansion especially as it has been able or is able to solve current COVID-19 created problems;
- Support for expansion of workforce in non-visitor industry businesses;
- Utilization of modern technologies in business addressing COVID-19;
- Expansion of smaller industries on Kauai (e.g. Film Industry, Tech Industry, Remote Worker Industry).

- Expanded connection of Kauai Made and Kauai Grown products and services to off island sales.
 - Projects that support action recommendations in the Kauai Economic Recovery Strategy Plan.
2. Total Amount available is \$3,000,000. Minimum funding request allowed is \$50,000. Maximum funding request allowed is \$1,000,000.

G. Sector Area: Rise to Work – Non-profit Grants (e.g. Agriculture, Information Technology, and Conservation Workers)

1. Description

In the tradition of the Citizen Conservation Corps program started by President Franklin D. Roosevelt in the midst of the Great Depression, the County of Kauai seeks proposals from non-profit organizations for CARES grants to support new temporary hires between July 16 to December 15, 2020.

These temporary hires are aimed to support building community resiliency by:

- building our on-island food supply chains by growing our agricultural capacity;
- building online capacity of human services organizations and their functions through digitizing records and creating contact-less interfaces; and
- protecting and/or providing enhanced access to our environmental and recreational resources.

Applicants must be mindful of the job creation requirements above, ensure that they are incorporated in their proposal(s), and specify how their proposal relates to one or more of the resiliency categories listed above.

2. Total Amount available is \$4,000,000. Minimum funding request allowed is \$50,000. Maximum funding request allowed is \$1,000,000.

VI. SAMPLE GRANT AGREEMENT



CARES ACT GRANT AGREEMENT

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THIS AGREEMENT, by and between the County of Kauai (hereinafter "County") and Click or tap here to enter text., a Hawaii nonprofit corporation, whose business and mailing address is Click or tap here to enter text. (hereinafter "Grantee") shall take effect upon the final execution by all parties.

RECITALS

WHEREAS, the State of Hawaii received a Coronavirus Relief Fund (CRF) award of \$862,823,979 from the U.S. Treasury, as appropriated in Section 5001 of the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-136.

WHEREAS, the State of Hawaii transferred a sub-award to the County of Kauai to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency for expenditures that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, C 2020-158 Communication (06/03/2020) from the Managing Director, requesting Council approval to receive and expend a Federal funds subaward of

\$28,715,551.00, from the Coronavirus Aid, Relief, and Economic Security (CARES) Act received by the State of Hawai‘i, to be used for expenditures centered around direct assistance; economic and supply chain resilience, and response and preparation for COVID-19-related health emergencies for the period of March 1, 2020 through December 30, 2020, was **approved** by the County Council on June 10, 2020.

WHEREAS, the State of Hawaii is currently imposing a two week mandatory quarantine on all arrivals, whether resident or visitor, and intends to continue the quarantine at a minimum through the month of July 2020.

WHEREAS, the Department of Business, Economic Development & Tourism’s April 2020 Job Dashboard reports that the County of Kauai’s unemployment rate in April, 2020 is 34.4% (a 31.8% change from the same month last of the previous year).

WHEREAS, the Department of Business, Economic Development & Tourism’s 2nd Quarter 2020 Report projects that Hawaii’s economic growth rate, as measured by the real gross domestic product (GDP), will drop by 12.1 percent in 2020 and that Hawaii will welcome 3.4 million visitors in 2020, a decrease of 67.5 percent from 2019 level.

WHEREAS, the County issued a Request for Proposals on June 14, 2020, and closed the Request for Proposals on June 24, 2020.

WHEREAS, a selection panel was convened, evaluated the proposal(s) received for the Sector Area, and recommended an award to Grantee.

WHEREAS, the County is required to by federal law, and by its sub-recipient agreement with the State of Hawai‘i, to impose various terms and conditions, including *expedited* reporting requirements, on the Grantee.

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

1. Grant Project Manager & Grant ID. The Grant Project Manager, contact information, and Grant ID shall be:
 - a. Name: Click or tap here to enter text.
 - b. Title: Click or tap here to enter text.
 - c. Dept/Agency: Click or tap here to enter text.
 - d. Email: Click or tap here to enter text.
 - e. Phone Number: Click or tap here to enter text.
 - f. Grant Project Code: Click or tap here to enter text.
 - g. Grant Number: Click or tap here to enter text.
2. Grant Amount. The County awards the Grantee a grant of Click or tap here to enter text. for the PROJECT.

3. Scope. The Grantee shall use the grant funds as set forth in the Grantee's Application (revised if required) (hereinafter "PROJECT") (attached as Attachment 1), and the terms and conditions of the CARES Act Request for Proposals dated June 16, 2020.
4. Payment of Grant Funds
 - a. Grant funds will be paid to the Grantee on an advance payment basis. The Grantee may request disbursement of grant funds by emailing a request for payment to the Grant Project Manager. Final payment requests submitted after the initial request shall be accompanied by the Final Written Report (Attachment "4") and a Final Financial Report (Attachment "2")
 - b. The County will disburse the grant funds in accordance with the following schedule:
 - i. 80% of the awarded amount will be paid upon receipt of final executed copy of this Agreement and a written request for payment; and
 - ii. 20% of the awarded amount will be made upon satisfactory completion of the PROJECT and submission and approval of the Grantee's Final Written Report (Attachment "4") and Final Financial Report (Attachment "2").
5. Performance Period; Notice to Proceed
 - a. Funding has been authorized for eligible expenditures related to the PROJECT incurred between March 1, 2020 and December 30, 2020. The performance period for this grant is March 1, 2020 to December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. **County will not be obligated to reimburse expenses incurred after the performance period, and Grantee will be obligated to repay County for any funds received but not expended within the performance period.** All funds not expected to be unexpended by December 30, 2020 shall be returned to the County by December 1, 2020.
 - b. Grantee shall **not** proceed with the PROJECT until the County has given Grantee a written **Notice to Proceed**.
6. Compliance with Coronavirus Relief Fund Hawai'i State-County Handbook. This Agreement is funded by a Coronavirus Relief Funds (CRF) Federal Subaward obtained by the County of Kauai from the State of Hawaii. The "Coronavirus Relief Fund Hawai'i State-County Handbook" ("Handbook") is attached as Attachment "5." Grantee, in entering into this Agreement, agrees to comply with the Handbook and the terms and conditions therein, and to assist the County of Kauai in successfully completing the requirements of the Handbook.

7. Suspension of Payments; Repayment. County may suspend payments under this Agreement in whole or in part for failure of the Grantee to comply with the terms and conditions of this Agreement. Upon such suspension the County shall inform the Grantee in writing of the necessary steps to be taken to correct any failure to comply with this Agreement. The Grantee shall have five working days in which to respond with a plan agreeable to the County for correction of the deficiencies. If no corrective action is taken, the County may take such action authorized by this Agreement and/or by law, including termination.

When required to do so in writing, the Grantee shall repay the County for any amounts disbursed that the County determines were not used for authorized purposes, or were used in violation of Federal, State, or County statutes, regulations or guidelines. The County may also withhold such amounts from any allowable reimbursement request of the Grantee.

8. Modification of Agreement

- a. This Agreement may not be modified except in writing and upon written consent by both parties. Modifications include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing grant officials.
- b. It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

9. Termination

- a. County may, at its sole discretion, terminate this Agreement, without recourse, liability or penalty against County, upon written notice to Grantee. If the Grantee refuses or fails to perform any of the provision of this Agreement with such diligence as will ensure its satisfactory completion within the time specified in this Agreement, or any extension thereof, or otherwise fails to timely satisfy any requirement of this Agreement, or commits any substantial breach of this Agreement, the County may notify the Grantee in writing of the delay or nonperformance, and if not cured in five working days, the County may terminate this Agreement in its entirety, or any part thereof, and without any County liability to Grantee. Notwithstanding termination of the Agreement and subject to any directions from the County, the Grantee shall take timely, reasonable, and necessary action to protect and preserve property in which the County has an interest.

- b. County and Grantee may mutually agree to terminate this Agreement. Grantee in its sole discretion will determine if, as part of the agreed termination, Grantee is required to return any or all the disbursed grant funds.
- c. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by County, Grantee shall continue to be obligated to County for the return of grant funds in accordance with applicable provisions of this Agreement. In the event of termination under this section, County's obligation to reimburse Grantee is limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by County in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Agreement for any reason or expiration of this Agreement shall not release the parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or expiration.

10. Recapture of Funds

- a. The discretionary right of County to terminate for convenience under Paragraph 9 notwithstanding, County shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by County: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, including any unapproved expenditures.
- b. In addition, if the State of Hawaii determines for any reason that County must repay Coronavirus Relief Funds provided to Grantee, Grantee shall reimburse the County for the repayment.

11. Reporting Requirements

- a. Grantee shall *electronically* submit all required reports to the Grants Project Manager.
- b. Grantee shall submit *monthly* program and financial reports on the use of the funds to the County, due on or before the 5th of the month immediately following the month being reported on (e.g. the month of August must be reported by September 5th, 2020).
- c. Grantee shall submit final reports NO LATER THAN DECEMBER 10, 2020. These reports must be submitted on the Final Written Report (Attachment "4") and Final Financial Report (Attachment "2"). (Note: the timing of requirement is to comply with the reporting requirement imposed on the County of Kauai by the State of Hawaii.)

- d. The reports shall contain but are not limited to:
 - i. Program status summary;
 - ii. Program data summary;
 - iii. Summary of participant characteristics;
 - iv. Financial status report of the County funds used;
 - v. Financial status report of the remaining balance of County funds; if any;
 - vi. A narrative report; and
 - vii. Any other information requested by the County.
- e. If the Grantee fails to submit timely reports, the County may withhold disbursement of remaining grant funds and deny future funding requests from the Grantee.

12. Audit and Record Requirements

- a. *Cooperation with Monitoring, Audits, and Records Requirements.* All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General, the Office of the Auditor of the State of Hawai'i, and the County Department of Finance. The Grantee shall maintain under Generally Accepted Accounting Principles (GAAP) or Government Accounting Standards Board (GASB) principles, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- b. *Single Audit Requirements.* Any Grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- c. *Requirement to Address Audit Findings.* If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within twenty five (25) calendar days after the Grantee's receipt of the findings.
- d. *Records Retention*

- i. The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from County under this Agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.
- ii. The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Agreement pursuant to 2 CFR 200.333 and State law.
 - 1. The Grantee must retain these records and any supporting documentation for a minimum of six (6) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for six (6) years after final disposition.
- iii. To support audit and review activities, Grantee shall establish an account to separately account for this grant from receipt to obligation to expenditure.

13. Compliance with Kaua'i County Code Sec. 6-3.3 Organizations Applying/Granted Funds.

- a. *Non-discrimination.* Grantee shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, disability or age in employment and any condition of employment with the Grantee or in participation in the benefits of any program or activity funded in whole or in part by government funds.
- b. *Licensing/contracting.* Grantee shall comply with all applicable licensing and contracting requirements of the county, state, and federal governments and with all applicable accreditation and other standards of quality generally accepted in the field of the Grantee's activities.
- c. *Compliance.* Grantee shall comply with any and all applicable State, County and Federal statutes, regulations, codes, directives and guidelines related to the performance of this Agreement, including any statutory law related to contracting with the State of Hawaii.

- d. *Qualified.* Grantee shall have, in its employ or under contract, such persons as are professionally qualified to engage in the PROJECT funded in whole or in part by government funds.
- e. *Other requirements.* Grantee shall comply with such other requirements as the Director of Finance may prescribe to ensure adherence by the provider or Grantee with county, federal and state laws and to ensure quality in the service or activity rendered by the Grantee; including specifically, compliance with County's sexual harassment policy.
- f. *Access to records.* Grantee shall allow the County (including the Finance Committee of the Council) full access to records, reports, files, and other related documents in order that they may monitor and evaluate the management and fiscal practices of the Grantee to assure proper and effective expenditure of County funds.

14. Representations and Warranties. The Grantee represents and warrants that:

- a. It will comply with all applicable precautions and safety guidance recommended or required for private parties or the public (e.g. requiring employees and customers to engage in social distancing and wear face coverings, etc.) by the State of Hawaii or the County.
- b. It will conduct all activities to be performed in connection with the PROJECT in a safe and prudent manner.
- c. It will maintain an appropriate grant administration system to ensure that all terms, conditions, and specifications of the grant are met.
- d. It will not use grant funds for activities or events of a predominantly religious nature or for the purpose of advancing or inhibiting religion.
- e. It will obtain prior County approval for any proposed condition or limitation on participation in any event funded by the PROJECT grant. Such a condition or limitation may relate to the theme of the event, the number of participants, the duration of the event or similar such matters. Any such condition or limitation shall be reasonable, viewpoint-neutral, and non-discriminatory.

15. Indemnification. Grantee shall indemnify the County, its officers, employees, contractors, and agents, and shall defend them and shall hold them harmless, individually and in their official capacities, from all claims of liability for damages made by any person or entity for death, personal injury, or injury to real or personal property arising from or connected with the performance of its officers, directors, partners, employees, contractors and agents of other entities in their performance of its obligations stated in this instrument.

16. Assignment. The Grantee may not assign rights or duties under an award, or subcontract delivery of services, without the prior written consent of the County. Such consent shall not relieve the Grantee of liability in the event of default by its assignee.

17. Advertising and Promotion. Grantee is authorized to use the Kupaa Kauai logo. Grantee shall adhere to the style guide (available on kauaiforward.com) when using the logo.



18. Public Information and Meetings. Notwithstanding any provisions of this Agreement to the contrary, the Grantee acknowledges that parties to this Agreement are subject to the Hawai'i Uniform Information Practices Act (UIPA), Chapter 92F, Hawai'i Revised Statutes. The Grantee acknowledges that information created or exchanged in connection with this Agreement, including all documentation submitted to County, is subject to the UIPA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the UIPA, will be available in a format that is accessible by the public at no additional charge to County or State of Hawai'i. The Grantee will cooperate with County in the production of documents or information responsive to a request for information.

19. False Statements by Grantee. By acceptance of this Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Agreement. If applicable, the Grantee will comply with the requirements of 31 USC § 3729, which set forth that no Grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the Grantee signs or executes the Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Agreement, then County may consider this act a possible default under this Agreement and may terminate or void this Agreement for cause and pursue other remedies available to County under this Agreement and applicable law. False statements or claims made in connection with County grants may result in fines, imprisonment, and debarment from participating in County or federal grants or contract, and/or other remedy available by law, potentially including the

provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

20. Conflict of Interest Safeguards. The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Agreement.
21. Fraud, Waste, and Abuse. The Grantee understands that County does not tolerate any type of fraud, waste, or misuse of funds. County's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law or standards of ethical conduct will be investigated, and appropriate actions will be taken. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal, state, and County grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds, the Grantee is required to immediately notify the State Department of the Attorney General (ATG) (586-1500) of said allegation or finding and to continue to inform ATG of the status of any such on-going investigations. The Grantee must also promptly refer to ATG any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify the ATG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements.

22. Severability. If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
23. Ambiguities. To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the

interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

24. System for Award Management (SAM) Requirements

- a. The Grantee agrees to comply with applicable requirements regarding registration with the federal System for Award Management (SAM) (or with a successor government-wide system officially designated by the federal Office of Management and Budget (OMB) and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- b. The Grantee will comply with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- c. The Grantee certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity.

25. Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to ATG and understands and agrees that the ATG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Agreement.

26. Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to ATG and understands and agrees that the ATG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Agreement.

27. Procurement of Recovered Materials

- a. In the performance of this Agreement, Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

28. Property and Procurement Requirements

- a. *Property Management and Inventory*
 - i. The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
 - ii. The Grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the Grantee, according to the requirements listed herein.
 - iii. When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by

the federal awarding agency the Grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

iv. The Grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

b. *Procurement Practices and Policies.* The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

c. *Contract Provisions Under Federal Awards.* All contracts made by a Grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

29. Miscellaneous Provisions

g. *Headings.* All headings are for convenience only and shall not affect the interpretation of this Agreement.

h. *Bookkeeping.* Grantee shall keep grant funds financially separate in Grantee's book of accounts.

- i. *Campaign Contributions.* Grantee acknowledges the applicability of Section 11-205.5, Hawaii Revised Statutes, which states that campaign contributions are prohibited from specified State or County government contractors or Grantees during the term of the Agreement or grant if the contractors or Grantees are paid with funds appropriated by a legislative body.
- j. *Competitive Purchasing.* Grantee shall obtain competitive bids for goods and services to be purchased with these funds, wherever possible.
- k. *Electronic signatures.* The parties agree to conduct transactions by electronic means, including this Agreement, any required reports, and any other documents necessary to effectuate the agreement.
- l. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on the parties as of the date of the last signature. Delivery of counterpart may be effected by transmitting a signed signature page by emailed PDF or other mutually agreeable electronic means.
- m. *Actions of the County in its Governmental Capacity.* Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.
- n. *Venue and governing law.* This Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Hawaii and the County of Kauai, without regard to the conflicts or choice of law provisions thereof. The sole proper venue shall be the Fifth Circuit, State of Hawaii, or the U.S. District Court of Hawaii.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement effective as of the date of the last signatory below.

Click or tap here to enter text.

BY: _____

Click or tap here to enter text.

Click or tap here to enter text.

DATE

APPROVAL RECOMMENDED

BY _____

DEREK S. K. KAWAKAMI

MAYOR

DATE

**GRANT PROJECT MANAGER
APPROVAL RECOMMENDED**

BY _____

Click or tap here to enter text.

Click or tap here to enter text.

DATE

APPROVED AS TO FORM AND LEGALITY

BY _____

DEPUTY COUNTY ATTORNEY

DATE

THE COUNTY OF KAUA'I

BY: _____

REIKO MATSUYAMA

DIRECTOR OF FINANCE

DATE

ATTACHMENT 1



CARES ACT GRANT APPLICATION

This application is for funds that have been sub-granted by the State of Hawaii to the County of Kauai from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

The CARES Act provides that payments may only be used to cover costs that—

- 1. are **necessary expenditures** incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);*
- 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; **and***
- 3. were **incurred** during the period that begins on March 1, 2020, and ends on December 30, 2020.*

Instructions

- Please read through this application and the accompanying CARES ACT Request For Proposals (RFP) before starting your application. All terms and conditions as stated in the related RFP will apply to any awarded grant funds.
- In addition to this application, Applicant **may** submit a separate cover letter describing the background of their organization, the events leading to this request for funds, and any other relevant information not required in this application. Cover letter may not exceed two pages and font must be at least 12pt. Cover letter must be in pdf or Microsoft Word format (cover letters in other formats will be discarded).

- This application is intended to provide the County of Kauai with evidence of the Applicant's to **generally** achieve their proposal; and evidence of ability to **specifically** comply with the requirements imposed by the CARES Act and by the State of Hawaii's Coronavirus Relief Funds (CRF) Federal Subaward to the County of Kauai (i.e. project must relate to COVID-19 and must be doable this year).
- Please provide an attachment showing bylaws or provide a corporate resolution, signed by the secretary, indicating that the person who signs this application is authorized to do so.
- Do not omit answering any questions. Proposals with unanswered questions may not be considered. If an Applicant believes a question isn't applicable please mark "N/A."
- All costs associated with the proposal preparation are the responsibility of the Applicant.
- All responses to this Request for Proposals become the property of the County and are subject to the Uniform Information Practices Act, Hawaii Revised Statute 92F.
- Submission of an application does not guarantee funding.
- The County reserves the right to request additional information from the Applicant.
- The proposed project/event must benefit residents of the County of Kauai.
- Signors may print, sign, and scan. Alternatively, signors may sign electronically (for instance, by typing "/s" followed by their name).

[Remainder of page intentionally left blank]

A. INTRODUCTION OF ORGANIZATION

1. **PROJECT OR EVENT TITLE:** *Click or tap here to enter text.*

2. **ORGANIZATION INFORMATION**

A. **NAME:** *Click or tap here to enter text.*

B. **ADDRESS:** *Click or tap here to enter text.*

C. **PHONE NUMBER:** *Click or tap here to enter text.*

3. **CONTACT PERSON INFORMATION**

A. **NAME:** *Click or tap here to enter text.*

B. **TITLE:** *Click or tap here to enter text.*

C. **PHONE NUMBER:** *Click or tap here to enter text.*

D. **EMAIL ADDRESS:** *Click or tap here to enter text.*

4. **LEGAL CLASSIFICATION (e.g. 501(c)(3)):** *Click or tap here to enter text.*

5. **EMPLOYER IDENTIFICATION NUMBER/TAXPAYER IDENTIFICATION NUMBER (EIN/TIN):** *Click or tap here to enter text.*

6. **DATA UNIVERSAL NUMBERING SYSTEM (DUNS):** *Click or tap here to enter text.*

7. **DOES THE ORGANIZATION COMPLY WITH THE FOLLOWING CRITERIA FROM KAUAI COUNTY CODE SEC 6-3.2?**

A. **THE PRIVATE ORGANIZATION IS A FOR PROFIT ORGANIZATION, NOT-FOR-PROFIT ORGANIZATION, CORPORATION OR UNINCORPORATED ASSOCIATION, CHARTERED OR OTHERWISE ENGAGING IN CHARITABLE ACTIVITIES IN THE COUNTY OF KAUAI.**

YES ☐

NO ☐

B. **THE PURPOSE FOR WHICH THE PRIVATE NOT-FOR-PROFIT CORPORATION OR ASSOCIATION IS ORGANIZED PROVIDES BENEFITS TO THE PEOPLE OF THE COUNTY OF KAUAI.**

YES ☐

NO ☐

C. **THE PURPOSES FOR WHICH THE NOT-FOR-PROFIT CORPORATION**

OR ASSOCIATION IS ORGANIZED AND FOR WHICH THE GROUP IS REQUESTED PROVIDES SERVICES OR ACTIVITIES TO MEET A DISTINCTIVE CULTURAL, SOCIAL OR ECONOMIC NEED AND FOR WHICH ADEQUATE FEDERAL OR STATE FUNDING CANNOT BE SECURED.

YES ☐

NO ☐

- 8. COMPLIANCE WITH THE STATE OF HAWAII REQUIREMENTS (proof of compliance must be turned in within three business days of Notice of Award).**

- A. DOES THE ORGANIZATION HAVE A CURRENT DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS CERTIFICATE OF GOOD STANDING?**

YES ☐

NO ☐

- B. IS THE ORGANIZATION CURRENT WITH THE REQUIRED CHARITABLE REGISTRATION WITH THE ATTORNEY GENERAL?**

YES ☐

NO ☐

N/A ☐

(If organization is *exempt* please include a cover letter with explanation.)

- C. IS THE ORGANIZATION COMPLIANT WITH HAWAII COMPLIANCE EXPRESS?**

YES ☐

NO ☐

- 9. PLEASE GIVE A DESCRIPTION OF YOUR ORGANIZATION'S PAST EXPERIENCE WITH PROJECTS SIMILAR TO THE PROPOSAL. (Please include depth and breadth of experience in the performing of similar work. Please describe prior grants management experience, including local, state, and/or federal grants. Please describe any non-staff resources that will enable your organization to produce, implement, and execute the proposed project): *Click or tap here to enter text.***
- 10. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR ORGANIZATION'S PERSONNEL. (Please include a list of your organization's board of directors. Also please include a list of staff and qualifications relevant to the proposal, and, if applicable, contractors/subcontractor's qualifications relevant to proposal): *Click or tap here to enter text.***
- 11. PLEASE GIVE A BRIEF DESCRIPTION OF THE ORGANIZATION, ITS PURPOSE/MISSION STATEMENT, AND THE YEAR IT WAS FOUNDED. (Please describe your organization, its goals, and how its mission relates to the project. Include targeted population that your organization serves and experience**

or expertise which qualifies your organization to carry out the project. Please describe whether the organization has access to revenue other than the funds requested in this application): *Click or tap here to enter text.*

12. WHEN WAS THE LAST TIME THE ORGANIZATION WAS AUDITED?
(County will require a copy of the audit within three days after Notice of Award if it awards over \$100,000): *Click or tap here to enter text.*

B. PROPOSED PROJECT/EVENT DESCRIPTION

1. APPLICATION IS FOR THE FOLLOWING SECTOR AREA. (See Section V of the Request for Proposals for Sector Areas, e.g. “food support services”, “mental health & domestic violence grants”, “non-profit economic loss support”, etc.): *Click or tap here to enter text.*
2. GRANT DOLLAR AMOUNT REQUESTED: *Click or tap here to enter text.*
3. PROJECT/EVENT SUMMARY NARRATIVE: *Click or tap here to enter text.*
4. PLEASE EXPLAIN HOW THE FUNDS WILL BE USED TO COVER COSTS THAT ARE NECESSARY EXPENDITURES INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO THE CORONAVIRUS DISEASE 2019 (COVID-19): *Click or tap here to enter text.*
5. PROHIBITED COSTS
- A. DID THE COUNTY BUDGET FOR ANY EXPENSE RELATED TO THIS PROJECT/EVENT IN ITS 2019-2020 FISCAL YEAR BUDGET?
- YES ☐ NO ☐
- B. HAS THE ORGANIZATION RECEIVED, OR EXPECT TO RECEIVE, BENEFITS FROM ANY OTHER FEDERAL OR STATE PROGRAM?
- YES ☐ NO ☐
- C. IF ANSWER TO 5.B. IS YES, PLEASE EXPLAIN HOW THE GRANT WOULD NOT RESULT IN DUPLICATION OF BENEFITS: *Click or tap here to enter text.*
6. TIMELINE OF PROJECT/EVENT
- A. PLEASE EXPLAIN THE TIMELINE OF THE PROJECT/EVENT. INCLUDE MONTHLY MILESTONES, IF APPLICABLE: *Click or tap here to enter text.*
- B. PLEASE EXPLAIN HOW THE ORGANIZATION WOULD COMPLY WITH THE EXPEDITED MONTHLY REPORTING REQUIRED FOR

CARES ACT GRANT FUNDS? (For instance, does the organization have experienced fiscal staff, is the fiscal staff able to telework if necessary, etc.):
Click or tap here to enter text.

- C. PLEASE EXPLAIN HOW THE ORGANIZATION WOULD ENSURE THAT THE FUNDS ARE USED TO COVER COSTS THAT HAVE BEEN, OR WOULD BE, INCURRED DURING THE PERFORMANCE PERIOD. (Remember: the performance period for this grant is March 1, 2020 and ends on December 30, 2020. All expenditures must be incurred, and all services must be received, within the performance period. Your organization may request to use the funds to reimburse itself for eligible expenditures that occurred prior to the release of the Request for Proposals but after March 1, 2020. However, funds that are not expended within the performance period are subject to repayment from your organization to the County.):** *Click or tap here to enter text.*
- D. PLEASE ADDRESS HOW THE PROJECT/EVENT CAN BE ACHIEVED SAFELY EVEN IF THERE IS AN INCREASE OF COVID-19 CASES IN THE COUNTY.** *Click or tap here to enter text.*
- 7. PLEASE SUBMIT THE PROJECT/EVENT'S BUDGET AND EXPLAIN ALL EXPENDITURES. (Please note which portions will be paid with CARES Act grant funds requested herein. Please note if the organization is asking to be reimbursed for eligible expenses incurred prior to the release of the RFP but after March 1, 2020. Please also list in-kind services that will be donated and place an estimated dollar amount on those services.):** *Click or tap here to enter text.*
- 8. HOW MANY JOBS WILL THIS FUNDING BE ABLE TO CREATE OR MAINTAIN, IF ANY? WHAT TYPES OF JOBS?** *Click or tap here to enter text.*
- 9. IF APPLICABLE, PLEASE EXPLAIN THE ORGANIZATION PLANS FOR PUBLICIZING THE ACTIVITIES AND EVENTS PROPOSED. OTHERWISE PLEASE ANSWER "N/A."** *Click or tap here to enter text.*
- 10. PLEASE EXPLAIN HOW THE ORGANIZATION WOULD EVALUATE THE PROPOSED PROJECT OR PROGRAM. (Indicate quantifiable such as number of performances planned and completed, percent of excellent ratings from audience surveys, hours of class time, etc. as well as planned measures against which you will evaluate activities in your project or program description such as 30 performances, 5 weekly classes or 1 hour for 40 weeks, etc.):** *Click or tap here to enter text.*
- 11. IF THE COUNTY AWARDS LESS THAN THE REQUESTED AMOUNT CAN THE ORGANIZATION SUBMIT A REVISED BUDGET WITH ADJUSTMENTS TO SCOPE OF WORK, IF NECESSARY, WITHIN THREE BUSINESS DAYS?**
Click or tap here to enter text.

[Remainder of page intentionally left blank]

SAMPLE

By signing this application, the signor certifies that the statements in this application are true, complete, and accurate to the best of the signor's knowledge, and the organization agrees to provide the required assurances and to comply with any resulting terms, if it accepts an award. The signor is aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By _____

Name _____

Title _____

Date _____

SAMPLE

Attachment 2

CARES ACT GRANT INITIAL BUDGET WORKSHEET & FINANCIAL REPORT ATTACHMENT

(This form is for *example* only. A fillable excel sheet will be provided in a separate attachment.)

Organization:		Grant Agreement No.:	
Program Title:			
Contact:		Title:	
Phone:		Email:	
Check one: <input type="checkbox"/> Initial Budget Worksheet <input type="checkbox"/> Monthly Financial Report <input type="checkbox"/> Final Financial Report			

You must show and designate all cash and in-kind for the entire project. Expenses and income should match. For *proposals*, just use the budget columns. Actual columns are used for your *monthly* financial report as comparison.

EXPENSES	COUNTY CASH		OTHER CASH (for this project)		IN-KIND		TOTAL EXPENSES	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Administration (max 5%)							0	0
							0	0
							0	0
Reimbursements for eligible expenditures incurred before RFP issued							0	0
							0	0
Operations							0	0
							0	0
							0	0
Marketing							0	0
							0	0
							0	0
TOTAL EXPENSES	0	0	0	0			0	0

INCOME	COUNTY CASH	OTHER CASH	IN-KIND	TOTAL INCOME
--------	-------------	------------	---------	--------------

			(for this project)					
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
COUNTY OF KAUAI							0	0
Organization's Contribution							0	0
Other Sponsors/Sources (specify sources for both other cash and in-kind support):							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
TOTAL INCOME	0	0		0			0	0

Attachment 3
COUNTY OF KAUAI
CARES ACT GRANT
Progress Report Form
For the month of _____

Please turn in a monthly progress report form due on or before the 5th of the month immediately following the month being reported on (e.g. the month of July must be reported by August 5th, 2020).

Organization:		Grant Agreement No.:	
Program Title:			
Contact:		Title:	
Phone:		Email:	

- 1) Describe how County funds were used during the month in the development and implementation of the event/program/project. Please include summaries of program data and participant characteristics.
- 2) Describe the status of the project and work completed since the prior reporting period.
- 3) Describe any major adjustments that have been necessitated or proposed. **Please attach a current to date financial report (Attachment 1-a) to this progress report.**

4) Describe your next major steps for this project/program.

5) Attach copies of all news articles, advertisements, flyers, brochures, data etc. available to date.

6) Additional Comments:

Submitted by: _____
(Name) (Title)

(Phone) (Fax) (Date)

For Staff Use Only

For Staff Use Only

Date Received by County Office: _____

Progress Report Accepted by:

(County (Date)
Program Coordinator's Initial)

Attachment 4

COUNTY OF KAUAI

CARES ACT GRANT

Final Report Form

GENERAL INFORMATION

Organization:			
Contact:		Title:	
Project/Program Title:		Project/Program Date(s):	
Agreement Effective Date:		Agreement End Date:	
Phone and/or Email:		Amount Awarded:	
Project/Program Description:			

- 1) Describe how County funds were used for the project/program.
- 2) Describe how this project was successful in benefiting the County of Kaua'i and our residents. Please include summaries of program data and participant characteristics.

3) Using the indicators of success identified in your proposal, provide your targeted goals for each of these measures, and the actual results achieved through this program. Explain why you did or did not reach the expected outcomes for each measure or indicator of success.

4) Describe how this project/program could be improved.

5) Attach copies of all news articles, advertisements, flyers, brochures, etc.

6) What are future plans for this program?

Submitted by: _____
(Name) (Title)

(Phone) (Fax) (Date)

For Staff Use Only

Date Received by County Office: _____

Final Report Accepted by: _____
(County Staff Initial) (Date)

Attachment 5

Coronavirus Relief Fund Hawai'i State-County Handbook

Date: June 3, 2020

About This Document

In this document, you will find the terms and conditions applicable to payments distributed in the form of grants to the County of Hawaii, County of Maui, and County of Kauai from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

These requirements are in addition to those that can be found in other state and federal requirements and conditions that may apply to your grant, including but not limited to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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4. 1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of, and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Executive Office of the Governor (GOV).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this grant is March 1, 2020 to December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. GOV will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost. ALL FUNDS NOT EXPECTED TO BE UNEXPENDED BY DECEMBER 30, 2020 SHALL BE RETURNED TO THE DEPARTMENT OF BUDGET AND FINANCE BY DECEMBER 11, 2020.

1.5 *General Responsibility*

Pursuant to the CARES Act, CRF grant funds may only be used to cover expenses that –

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The U.S. Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,
3. Payroll expenses for public safety, public health, health care, human services, and similar

employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID- 19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following links:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit B, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with applicable administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

GOV and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

GOV and grantee agree that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of GOV is void unless a written amendment to this Grant Agreement is first executed. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of GOV in excess of the amount per county.

It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that parties to this Grant Agreement are subject to the Hawai'i Uniform Information Practices Act (UIPA), Chapter 92F, Hawai'i Revised Statutes.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all documentation submitted to GOV, is subject to the UIPA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the UIPA, will be available in a format that is accessible by the public at no additional charge to GOV or State of Hawai'i. The grantee will cooperate with GOV in the production of documents or information responsive to a request for information.

1.8 Remedies for Non-Compliance

If GOV determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a State plan or application, a notice of award, or any other applicable requirement, GOV, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by GOV;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspending or terminating this grant;
4. Requiring return or offset of previous payments;
5. Reducing the grant award maximum liability of GOV;
6. Terminating this Grant Agreement;
7. Imposing a corrective action plan;
8. Withholding further awards; or
9. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless GOV expressly authorizes them in the notice of suspension or termination. GOV, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then GOV may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to GOV under this grant agreement and applicable law. False statements or claims made in connection with GOV grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

1.11 Fraud, Waste, and Abuse

The grantee understands that GOV does not tolerate any type of fraud, waste, or misuse of funds. GOV's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds, the grantee is required to immediately notify the State Department of the Attorney General (ATG) (586-1500) of said allegation or finding and to continue to inform ATG of the status of any such on-going investigations. The grantee must also promptly refer to ATG any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify the ATG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements.

1.12 Termination of the Agreement

GOV may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against GOV, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, GOV may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

GOV and grantee may mutually agree to terminate this Grant Agreement. GOV in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all the disbursed grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by GOV, grantee shall continue to be obligated to GOV for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this section, GOV's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by GOV in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.13 Required State Assurances

The grantee agrees to comply with the applicable State Assurances which are attached hereto and incorporated for all purposes as Exhibit A.

1.14 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the federal System for Award Management (SAM) (or with a successor government-wide system officially designated by the federal Office of Management and Budget (OMB) and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. The grantee will comply with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity.

1.15 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.16 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.17 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to ATG and understands and agrees that the ATG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.18 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to ATG and understands and agrees that the ATG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.19 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. 2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

2.3 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

6. 3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General and Office of the Auditor of the State of Hawaii. The grantee shall maintain under Generally Accepted Accounting Principles (GAAP) or Government Accounting Standards Board (GASB) principles, adequate records that ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to GOV a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from GOV under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and State law.
 1. The grantee must retain these records and any supporting documentation for a minimum of six (6) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for six (6) years after final disposition.
- C. To support audit and review activities, grantee shall establish an account to separately account for this grant from receipt to obligation to expenditure.

7. 4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.
- I. Other expenditures and costs prohibited by, or inconsistent with guidance provided by, the U.S. Department of Treasury.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. 5 Financial Requirement

5.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

The Authorized State Official for the Coronavirus Relief Fund is Ms. Rona Suzuki, Director of Taxation.

Grantee will submit a plan and budget for the particular county disbursement. This plan and budget should focus on the following priority areas:

1. Payroll and other current expenses for public safety (police, fire, and emergency medical services), public health, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
2. Expenses to address community needs and priorities in response to the economic impact of the COVID-19 pandemic such as foodbanks, homelessness, childcare, etc.;
3. Expenditures to facilitate compliance with COVID-19-related public health measures; and
4. Economic support for individuals, non-profits, families, and small businesses to alleviate financial adversities as a result of the COVID-19 public health emergency;

Upon approval of the plan and budget by the Governor and subject to receipt of necessary signed documents from the County, payment will be made in two equal amounts.

5.2 Financial Reporting

Financial reports must be submitted electronically to GOV on a monthly basis. The format of the financial report is shown in “Exhibit D – Coronavirus Relief Fund (CRF) Reporting Form.” Additional financial reports may be required to meet federal reporting requirements. GOV will inform grantee of such requirements as details become known.

5.3 Recapture of Funds

The discretionary right of GOV to terminate for convenience under Section 1.13 notwithstanding, GOV shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by GOV: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

In addition, if the Inspector General of the Treasury determines for any reason that the State of Hawaii must repay Coronavirus Relief Funds provided to Grantee, Grantee shall reimburse the State of Hawaii for the repayment.

5.4 Liquidation Period

Grant funds must be expended by December 30, 2020. Funds that are not expected to be expended by December 30, 2020 shall be returned on December 11, 2020 to the Department of Budget and Finance.

5.5 Project Close Out

GOV will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

SAMPLE

EXHIBIT A - State of Hawaii Assurances

I, _____, am the Mayor of _____
("County") and, as the duly authorized representative of Grantee, I certify that the Grantee:

1. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with UIPA, Chapter 92F, unless otherwise expressly prohibited by law.
2. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
3. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
4. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
5. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
6. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
7. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
8. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
9. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
13. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
14. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
15. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
16. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
17. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.

By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor of _____
("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Hawaii (State) for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Public Law No. 116-136, div. A, Title V (March 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that County's proposed use of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency and Governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the County; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
8. I acknowledge that any funds not expected to be expended by December 30, 2020 shall be returned to the State Department of Budget and Finance by December 11, 2020.

By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

I, _____, am the Mayor of the County of

("County") and I certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The County, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT D – CORONAVIRUS RELIEF FUND (CRF) Reporting Form[illegible]

VII. APPLICATION CHECKLIST

- ☐ Completed and electronically signed Application (Attachment 1)
- ☐ Completed Initial Budget Worksheet (Attachment 1-a)
- ☐ Corporate resolution (preferred), or by-laws, or other documentation to verify the person(s) authorized to sign legal documents on behalf of the organization
- ☐ Current Department of Commerce and Consumer Affairs certificate of good standing (*optional* at application stage but will be mandatory after Notice of Award)
- ☐ Charitable registration with the Attorney General (*optional* at application stage but will be mandatory after Notice of Award)
- ☐ Hawai'i Compliance Express certificate (*optional* at application stage but will be mandatory after Notice of Award)
- ☐ Copy of audit within previous three years (*optional* at application stage but will be mandatory for awards over \$100,000 after Notice of Award)
- ☐ Cover letter (*optional*) (2 page maximum; 12 point minimum font)
- ☐ Letter(s) of Recommendation (*optional*) (5 maximum)