

REQUEST FOR PROPOSALS FOR IMPLEMENTATION AND DISTRIBUTION OF SUB-GRANTS FOR NORTH SHORE WATERSHED FLOOD MITIGATION

ISSUED ON:

October 15, 2021

DEADLINE TO APPLY:

November 15, 2021 11:59 p.m. Hawai'i Standard Time

SUBMISSION:

Email complete proposal to rmiyashiro@kauai.gov

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I. Notice of Availability of North Shore Watershed Flood Mitigation Sub-grant Funding Award

(Program Period: Notice to Proceed to March 1, 2029)

The County of Kauai (the “**County**”) is issuing this Request for Proposal (“**RFP**”) to select a non-profit organization to manage the implementation and financial distribution of \$7,285,000 for North Shore Watershed Flood Mitigation Sub-grants (the “**Program**”).

The selected non-profit organization will serve as a custodian for the funds, liaison with various stakeholders, foster consensus in the community, develop a process to award flood migration sub-grants, monitor the sub-grantees, and report to the County (at a minimum quarterly).

The Program is intended to ultimately produce multiple sub-grants to other non-profit organizations so that those organizations can conduct mitigation projects which reduce harm from future flooding events through structural and nonstructural actions, interventions, and investments.

The selected non-profit organization may not itself conduct a flood mitigation project with these funds.

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II. Process

A. Schedule

If a component of this schedule, such as "proposal due date/time," is delayed, the rest of the schedule will likely be shifted by the same number of days. The schedule is subject to change at County's discretion. Any change to the RFP schedule and significant dates shall be reflected in an addendum. The current schedule is as follows:

Issuance of RFP	October 15, 2021
Deadline to submit questions	November 8, 2021 by 11:59 p.m.HST
Proposals due date/time	November 15, 2021 by 11:59 p.m. HST
Notice of Award	December 3, 2021 or earlier
Notice to Proceed	December 17, 2021 or earlier

B. Proposal submission requirements

1. Limits on consideration. Proposals not meeting the requirements of this RFP, or that are ambiguous or incomplete, will be rejected. Any information included but not requested or otherwise allowed will not be considered.
2. Electronic submittal required
 - a) Please submit your non-profit organization's proposal to rmiyashiro@kauai.gov. Electronic (or scanned) signatures are required. The County email file size limitation is 20mb. If your proposal exceeds that size, multiple pdfs are acceptable, provided they are clearly labeled in accordance with the instructions in Section IV.
 - b) No hardcopy proposals will be accepted.
 - c) Your non-profit organization shall be solely responsible for the timely arrival of its proposal.

3. Public Information

- a) Proposals will not be publicly opened, nor will the names of non-profit organizations who have submitted proposals be made public, until such time as an award is made or all proposals rejected.
- b) After award, all proposals shall be public information.
- c) If your non-profit organization deems any information within its proposal to be proprietary or not appropriate for public perusal you should label such information as proprietary or explain what other privacy interest is being protected. Your non-profit organization shall provide a separate redacted pdf file with proprietary or not appropriate for public perusal information redacted, and the word “redacted” included in the file name.

C. Addenda

The County may modify or clarify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum posted to www.kauaiforward.com, or may issue addenda after negotiations have begun with all non-profit organizations whose proposals remain under consideration. All addenda will be numbered consecutively beginning with the number “1.” It shall be the responsibility of any interested non-profit organization to monitor www.kauaiforward.com for addenda at all times prior to the deadline for proposals.

D. Ambiguity, conflict, discrepancies, omissions, or other errors in the RFP

- 1. Deadline for Clarifications. Any interested party who discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP shall submit a written question and/or comment to rmiyashiro@kauai.gov on or before the deadline to submit questions in Section II.A.

2. Risk. If your non-profit organization fails to notify the County prior to the deadline for submission of proposals of an error in the RFP known to it, your organization shall submit a proposal at its own risk; and if your non-profit organization is selected by the County, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

E. Interpretation of provisions after opening of proposals

The Director of Finance shall have the sole power to decide questions of interpretation that may arise in the future.

F. Withdrawal of proposals

Your non-profit organization may withdraw its proposal at any time prior to the RFP submission deadline by providing a written withdrawal to rmiyashiro@kauai.gov.

G. Pre-contractual expenses

Your non-profit organizations shall not include any pre-contractual expense as part of the budget proposed in response to this RFP. Pre-contractual expenses are defined as expenses incurred by non-profit organizations:

- Preparing a proposal in response to this RFP.
- Submitting a proposal to the County.
- Negotiating with County on any matter related to a proposal.
- Other expenses incurred by the non-profit organization prior to date of award for any grant agreement.

H. Limitations and requirements on use of funds

1. Division of responsibilities. The non-profit organization selected to administer these funds may not itself use these funds for a flood mitigation project but shall act only as a fiduciary custodian and grantor of these funds to sub-grantees.

2. Indirect costs (aka “admin fee”). Not more than 5% of the funds may be used for indirect costs. Direct administrative expenses are allowable, provided that they are reasonable and not duplicative of indirect costs. Direct administrative expenses must be included in the proposed budget and explained in the budget narrative.

3. Conflict of Interest. The selected non-profit organization shall require the recusal of any board member if that board member also serves on the board of an organization applying for a sub-grant.

I. Obligations of the County

Your non-profit organization’s proposal must include resources, if any, expected to be provided by the County, as well as various levels of support, coordination, etc., if any, the non-profit organization expects the County to provide. If your non-profit organization is not asking for resources or support from the County a statement to that effect shall be included in the coversheet of the proposal.

J. Exceptions

Your non-profit organization’s proposal must state any exceptions to or deviations from the requirements of this RFP. Each exception must reference the particular section and sub-paragraph of the RFP. If your non-profit organization is not asking for exceptions a statement to that effect shall be included in the coversheet of the proposal.

K. Insurance

The County may require to be listed as additional insured on the non-profit organization’s insurance policies in connection with the non-profit organization’s performance under any awarded grant, and the County may require that the non-profit organization acquire particular types of insurance, as a condition precedent to entering into a grant agreement. The determination of whether additional insured status will be required, or whether to require a particular type of insurance, will be dependent on the nature of the proposal.

L. Eligibility of private organizations for County grants

Your non-profit organization is only eligible if it meets the requirements for grants contained in Kauai County Code Section 6-3.2(a):

Kauai County Code Section 6-3.2 Appropriation of Funds

(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.

M. Hawaii Compliance Express

If selected, your non-profit organization shall submit a compliant Hawaii Compliance Express certificate. Failure to do so within three business days of Notice of Award may, at the County's sole discretion, subject your non-profit organization to cancellation of Notice of Award.

N. Contractual terms and conditions; compliance with Grant Agreement

If selected, your non-profit organization will be required to agree to a grant agreement substantially similar the sample grant agreement in Section VI.

O. Oral agreement

No prior, current, or post-award oral agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP or any resulting agreement.

P. Cancellation

The RFP may be cancelled, and any or all proposals rejected in whole or in part, without liability to the County, when it is determined to be in the best interest of the County.

III. The Program

A. Performance Period

The performance period for this grant is from Notice to Proceed until March 1, 2029, unless extended by the County.

B. Location

The selected non-profit organization will identify flood mitigation projects intended to mitigate future flooding and resulting economic impacts on the North Shore of Kauai.

C. Scope of Program

The selected non-profit organization shall manage the implementation and financial distribution of grant funds for North Shore Watershed Flood Mitigation. Specifically, the selected non-profit organization shall:

1. Serve as fiduciary custodian of the funds until appropriate requests are made by the North Shore Flood Grantee Committee or planning processes and studies are completed.
2. Meet with the North Shore Flood Grantee Committee and Hanalei Flood Community Advisory Team periodically to be apprised of ongoing flood mitigation efforts.
3. Develop selection criteria, and a fair and transparent process, to award sub-grants to Kauai non-profits to implement proven practices and technologies that mitigate flooding on the North Shore of Kauai.
 - a) All flood mitigation projects approved for such sub-grants must address the requirements, if any, to obtain any necessary local, State of Hawaii, or federal permits.
 - b) All flood mitigation projects approved for such sub-grants must clearly demonstrate their potential to benefit the residents of the North Shore of Kauai via short-term and long-term solutions.

4. Develop sub-grant agreements and a user-friendly, transparent sub-grantee reporting process.
5. Timely award mitigation sub-grants (target date of by, or before, March 2024).
6. Monitor the performance of the sub-grantees and receive reports at least quarterly.
7. Submit quarterly budget and program reports regarding its performance (and summarizing the performance of the sub-grantees) to the County of Kauai.
8. Submit an annual audited financial statement.
9. Submit a final report.
10. Be available for additional reporting as required by the County of Kauai.

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IV. Format and Content of Proposal

Proposals shall be typed. Lengthy narrative is discouraged. Your non-profit organization is required to submit the information listed below *in the order* in which it is requested. Sections and subsections shall be *labeled* as requested. A table of contents shall be included, listing the section titles, and all major subsections, with a starting page number of the section or subsections.

Proposal submittals shall be organized as follows:

Section 1. Proposal Coversheet. This section shall be *signed*, and include:

- General information on the non-profit organization, including:
 - Legal Name of non-profit organization
 - Mailing Address
 - Website Address
 - Main Telephone Number
 - Federal Tax ID Number
 - Name and title of individual authorized to sign legally binding documents
- General Information on the primary contact for the non-profit organization's proposal, including:
 - Name and title
 - Direct line telephone number
 - Direct email address
- Whether or not the non-profit organization is requesting any exceptions to any of the requirements of the RFP. If so, include and explain the requested exceptions. If not, a statement to that effect shall be included.
- Whether or not the non-profit organization is asking for resources or support from the County. If so, include and explain the request. If not, a statement to that effect shall be included.
- An acknowledgement that all RFP addenda, if any, have been received.

Section 2. Program Narratives. All proposals shall include the *six* narrative sub-sections below and must address all requested information.

- **Subsection 2.1. Executive Level Summary.** This subsection shall be:
 - A concise summary of the proposed program (maximum one page)
- **Subsection 2.2. Program.** This subsection shall include:
 - Program activities and the location and/or facilities to be used.
 - Program milestones.
 - Program outputs (i.e., what the program activities will *produce* or *accomplish*) and the specific measures that will be used to evaluate such outputs. These measures should be specific, results-oriented, and achievable.
 - A mitigation plan to safely conduct the program during the COVID-19 public health emergency.
- **Subsection 2.3. Staffing.** This subsection shall include:
 - Key Staff
 - A list of key staff who will be dedicated to the proposed program, with their qualifications and experience that are relevant to this RFP described in detail. Resumes may be included.
 - Staffing Approach
 - The non-profit organization shall describe its approach to ensuring timely and responsive interactions with grantors and sub-grantees.
 - The non-profit organization shall identify training and escalation techniques will be utilized to recognize and minimize common mistakes, detect vulnerabilities, and improve efficiency and productivity.
 - Continuity
 - The non-profit organization shall describe a continuity plan to minimize the disruption caused by any potential staffing changes and to ensure the viability of this grant over the entire period of performance.

- **Subsection 2.4. History.** This subsection shall include:
 - A description of the non-profit organization’s history, mission, goals, the target population(s) served, past accomplishments, including community partners or examples of past partnership. To the extent the non-profit organization is familiar with, or a part of, the north shore community, this should be emphasized.
 - A description of the non-profit organization’s experience in performing work similar to the proposed program. (If the organization does not have relevant experience this shall be stated). This shall include, for each relevant grant:
 - Name of grantor
 - Name and contact information of individual employed by grantor that may be contacted
 - Grant period of performance
 - A short description of the work provided for the grant, including key performance indicators/milestones, and whether they were achieved
 - A short description of how the experience is similar
 - Whether there are any compliance monitoring or audit findings associated with the work

- **Subsection 2.5 Financial Administration.** This subsection shall include:
 - A description of fiscal and internal controls in place to properly manage the program funds.
 - A description of the organization’s financial capability and sustainability.
 - Proposer demonstrates an ability to generate the necessary reports in a timely manner.

- **Subsection 2.6. Budget Narrative.** This subsection shall:
 - Explain the expenses listed on the *budget form (Section 3.)*
 - Program expense estimates must be reasonable and (other than the 5% allowed for indirect costs) be directly related to the Program.
 - Eligible uses of grant funding include the following common expenses:
 - Salary and wages (at prevailing wages)
 - Facility rental
 - Equipment
 - Supplies and materials

- Public relations
 - Specific consulting services
 - Electronic media/communication (web development and digital communication)
- Ineligible use of grant funding includes the following expenses:
- Fundraising expenses
 - Equipment purchases not directly related to programs
 - Organizational start ups
 - Purchase of alcohol
 - Purchase of real estate
 - Lobbying costs

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Section 3. Budget Form.

Please list all program expenses (with the understanding that the only source of funding for the Program is the North Shore Watershed Flood Mitigation funds, and that there are no other cash sources or in-kind contributions expected under this RFP) in the format of the form below.

Categories should be specific and described in detail in the budget narrative. Total Program Income must equal Total Program Expenses. During the grant agreement period, any change to any line-item expense that exceeds 5% of the budgeted amount must be pre-approved by the County in writing.

Expense Description	County Grant	Other Cash Source	In-Kind Contribution	TOTAL
“Admin fee” (indirect costs are <u>not to exceed</u> 5% of the total grant)				\$ 0.00
Allocation reserved for sub-grants				\$ 0.00
[other direct expense categories]				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL PROGRAM BUDGET	\$7,285,000	\$ 0.00	\$ 0.00	\$7,285,0000

Section 4. Conflict & Appearance of Conflict Disclosure Form

Please disclose any conflicts of interest, or appearance of conflicts of interest, that any board member, officer, director, or administrator of the non-profit organization may have with the County. If a conflict or appearance of conflict exists then one form per conflict is needed. Please duplicate as needed to fully disclose. If no conflicts or appearance of conflict exist submit one form documenting that no conflicts or appearance of conflict exist.

Conflict of Interest is defined as: a substantial probability that action taken by an individual will result in a measurable direct benefit accruing to the individual as opposed to the benefit accruing in general to the community.

Program Title _____
Organization Name _____
Individual's Name _____
Individual's Position _____

- No known actual or appearance of conflict exist (No further information required. Please sign form at the bottom.)

A conflict of interest, or appearance of conflict of interest, including any familial relationship, does or may exist with any of the following (check all that apply):

- Member or members of the County Council
- Staff appointed by a member of the County Council
- The Mayor
- The Managing Director
- The Director of Finance
- The Deputy Director of Finance
- The County Attorney or any Deputy County Attorney
- Department Head/Agency Head of Granting Department/Agency

If a conflict or appearance of conflict does or may exist please specify all mitigation measures (e.g. recusal).

Signature and Title

Date

Section 5. Other Required Documents. All proposals are to include the *eight* sub-sections below.

- **Subsection 5.1** - Current Charter or Articles of Incorporation
- **Subsection 5.2** - Current By-Laws
- **Subsection 5.3** - Current Corporate Resolution, if required by By-Laws.
- **Subsection 5.4** - A current Board of Directors list including names, titles, occupations, and terms of office for all officers and members of the Board of Directors.
- **Subsection 5.5** - Copy of Internal Revenue Service verification of tax-exempt status.
- **Subsection 5.6** - Current Financial Statements – signed and dated.
- **Subsection 5.7** – Current Certificate of Good Standing with Department of Commerce and Consumer Affairs
- **Subsection 5.8** – Proof of authority to sign
- **Subsection 5.9** – Conflict of interest policy

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V. Evaluation and Award

A. Responsive proposals

Only those proposals that substantially meet all the terms, conditions, and requirements specified in this RFP shall be considered responsive. Non-responsive proposals will be rejected.

B. Priority list proposals

If numerous responsive and potentially responsive proposals have been submitted, the evaluation committee may rank the proposals and create a priority list of the highest-ranked proposals that substantially meet the requirements of the RFP.

C. Discussions

Entirely at the County's option, the evaluation committee may enter into oral or written discussions to clarify any aspect of any priority list proposal. The evaluation committee may request to visit any physical locations included in the proposal prior to start of discussions.

Based on these discussions, the RFP may be amended, including but not limited to the program requirements and/or the evaluation criteria. Priority list proposals shall be accorded fair and equal treatment regarding any opportunity for discussions and revisions of proposals. Proposals may also be accepted without discussions.

D. Best and Final Proposal

If after receipt of proposals the RFP is amended by addendum to incorporate clarification or change such addenda shall be distributed only to priority-listed proposers. Priority listed proposers shall be permitted to revise their submitted proposal and submit a best and final proposal to the County at a time determined by the County. The evaluation committee will then rate the best and final proposals, based on either the original proposal evaluation criteria, or as may have been modified by the County.

E. Evaluation Committee

Evaluation(s) will be conducted by an evaluation committee that consists of persons approved in writing by the County's Assistant Chief Procurement Officer. Evaluators will be selected to participate in this process based on their individual expertise and knowledge related to mitigation

projects, financial administration, and/or the north shore community. The evaluation committee shall review the proposals and submit a recommendation to the Administrator.

F. Evaluation Criteria

The total amount of points available for award is 100 points. Each proposal will be evaluated on the following criteria:

- **Qualifications & Experience (40 points)**
 - Proposer demonstrates considerable depth and breadth of experience in the performance of similar work.
 - Proposer demonstrates a high level of integrity, reliability, and credibility in the north shore community.
 - Proposer's mission aligns with the Program.
 - Proposer's current staff and/or contractors/subcontractors possess relevant expertise for planning, development, and implementing the Project.

- **Fiscal (40 points)**
 - Proposal includes a realistic, thorough, and accurate budget, with appropriate allocations of funds based on outputs.
 - Proposer demonstrates financial capability and sustainability.
 - Proposer demonstrates strong internal controls and fiduciary capabilities.
 - Proposer's demonstrates prior government grants management experience, including local, state, and/or federal grants.
 - Proposer demonstrates an ability to generate the necessary reports in a timely manner.

- **Proposal (20 points)**
 - Proposal addresses all elements of the Scope of Program.
 - Proposal is clear regarding specific roles and responsibilities.
 - Proposal provides a detailed description for delivery of services, description of process for delivery of services, and demonstrates ability to facilitate community and stakeholder engagement.
 - Proposal includes mitigation plans required to address COVID-19 work constraints, social distancing, and other relevant restrictions.

G. Award

1. It is anticipated that only one non-profit organization will be selected to administer the project.
2. Award of a grant agreement, if any, shall be made to the non-profit organization with the highest evaluation score (maximum of 100 points), based on the initial proposal, or, if requested, submissions of the best and final proposals from the priority-listed proposers.
3. The County further reserves the right to use any ideas presented in any proposal or because of any negotiation, unless marked “PROPRIETARY.”
4. The County shall be the sole judge in the selection of the non-profit organization whose proposal will best accomplish the needs of the County and in accordance with the availability of funds.

[The remainder of this page has intentionally been left blank.]

VI. Sample Agreement

THE COUNTY OF KAUAI



1. PUBLIC INTEREST GRANT AGREEMENT
2. PROGRAM NAME: [Click or tap here to enter text.](#)
3. GRANT AGREEMENT NUMBER: [Click or tap here to enter text.](#)

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

RECITALS

WHEREAS, Kauai County Code Sections 6-3.2 and 6-3.3 establish standards for the appropriation of public funds to private organizations that provide programs and services that have been determined to be in the public interest.

WHEREAS, pursuant to Hawaii Revised Statute (hereinafter "HRS") 103D-102(b)(2)(A), grants made under Kauai County Code Section 6-3.2 may be exempt from HRS 103D.

[\[Add any additional desired recitals\]](#)

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

1. **Program.** The Grantee shall use grant funds in accordance with the Grantee's proposal (Attachment 4) dated [Click or tap here to enter text.](#) (hereinafter "Program."). The Grant Manager, in their sole discretion, may authorize changes that are within the scope of the Program, budget reallocations that are within the Grant Amount, and extensions of time of performance.

2. **Grant Amount.** The County awards the Grantee a grant of \$7,285,000 for the Program.
3. **Period of Agreement; Notice to Proceed.** This Agreement shall be effective upon the execution by all signatories and shall continue until the Program is complete. The Grantee shall not proceed with the Program until the County has given it a written Notice to Proceed.
4. **Payment.**
 - a. *Email.* 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 Program Manager.
 - b. *Schedule.* The County will disburse the grant funds in accordance with the following schedule:
 - i. 5% of the awarded amount will be paid upon receipt of final executed copy of this Agreement and a written request for payment.
 - ii. Thereafter, upon request of the Grantee, the County shall, in its sole discretion, make incremental advance payments based on the Grantee's progress with obligating and disbursing funds.
5. **Grant Manager.** The Grant Manager is:
 - a. *Name:* Click or tap here to enter text.
 - b. *Title:* Click or tap here to enter text.
 - c. *Email:* Click or tap here to enter text.
 - d. *Phone:* Click or tap here to enter text.
 - e. *Department:* Click or tap here to enter text.
6. **Reporting Requirements.** Grantee shall submit written reports.
 - a. *Email.* The Grantee shall submit all required reports *via email* to the Grant Manager.
 - b. *Content.* 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.
 - vii. Any other information requested by the County.
- c. *Quarterly and Fiscal Year End Reports.* The Grantee shall submit quarterly program and financial reports on the use of the funds to the County, due on or before the 15th of the month following the close of the quarterly reporting period; and a year-end report on the same, within 90 days following the close of the fiscal year in which the money is appropriated. This report shall be submitted on the Progress Report (Attachment 1) attached.
- d. *Final Report.* Within 90 days after 1) the completion of the Project the Grantee shall submit Final Report (Attachment 3) and a Financial Report (Attachment 2).
- e. *Failure to be timely.* 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.
7. **General Terms and Conditions for Grant Agreements.** The parties agree that the County’s General Terms and Conditions for Grant Agreements, dated September 2021, (hereinafter “General Terms”) are hereby incorporated into this Grant Agreement. Grantee acknowledges receipt of the General Terms.

[Remainder of page intentionally left blank.]

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.

Click or tap here to enter text.
Click or tap here to enter text.

APPROVAL RECOMMENDED

Click or tap here to enter text.
Click or tap here to enter text.

APPROVED FOR FORM AND LEGALITY

Deputy County Attorney

COUNTY OF KAUAI

Reiko Matsuyama
Director of Finance

Attachment 1

COUNTY OF KAUAI

Progress Report Form

Quarterly report - for the ___ quarter of _____ (due on or before the 15th of the month following the close of the quarterly reporting period); **or**

Fiscal Year End – for fiscal year (due within 90 days following the close of the fiscal year in which the money is appropriated).

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

1) Describe how County funds were used during the quarter 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 submit a current to date Financial Report (Attachment 2) with 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 2

COUNTY OF KAUAI

BUDGET WORKSHEET & FINANCIAL REPORT ATTACHMENT

(A fillable excel sheet is available upon request to the Grant Manager)

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

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 *quarterly* financial report as comparison.

	COUNTY CASH		OTHER CASH (for this project)		TOTAL EXPENSES	
	Budget	Actual	Budget	Actual	Budget	Actual
EXPENSES					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
TOTAL EXPENSES	0	0	0	0	0	0

INCOME	COUNTY CASH		OTHER CASH (for this project)		TOTAL INCOME	
	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

- This is a *sample* format only. Please add rows as needed to provide a complete picture of the project budget
- Please submit separate sheet(s) with a budget narrative providing detailed explanations for each expense and income line item.
- Please show the original budget for the program as approved for the award and contract, and the actual final expenses and income when doing your final report.
- The sum of each line item from columns "COUNTY Cash", "Other Cash" and "In-Kind" must equal the "Total" column.

**Attachment 3
COUNTY OF KAUAI
FINAL Report Form**

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

1) Describe how County funds were used for the project/program.

2) Describe how this project was successful in benefiting the County of Kauai 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)

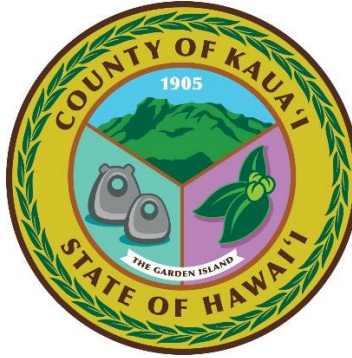
ATTACHMENT 4

[PLACEHOLDER]

[REPLACE WITH GRANTEE'S PROPOSAL]

September 2021

COUNTY OF KAUAI



GENERAL TERMS AND CONDITIONS FOR GRANT AGREEMENTS

**COUNTY OF KAUAI
GENERAL TERMS AND CONDITIONS
FOR
GRANT AGREEMENTS**

1. Definitions

- a. **County.** “County” shall mean the County of Kauai.
- b. **Grantee.** “Grantee” shall mean the not-for-profit organization, corporation or unincorporated association, chartered or otherwise engaging in charitable activities in the County of Kauai that has been selected for a grant award.
- c. **Grant Agreement.** “Grant Agreement” shall mean a written agreement between the Grantee and the County.
- d. **Grant Amount.** “Grant Amount” shall mean the total dollar award made under the Grant Agreement.
- e. **Grant Manager.** “Grant Manager” shall mean the County employee tasked with managing the Grant on behalf of the County.
- f. **Project.** “Project” shall mean the project description proposed by the Grantee in their application and approved by the County.

2. Compliance with Kauai County Code Section 6-3.3

- 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, age, or any other protected class, 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 and 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. **Professionals.** Grantee shall have, in its employ, within its membership, or under

contract, such persons as are professionally qualified to engage in the Project funded in whole or in part by government funds.

- d. ***Requirements imposed by Director of Finance.*** Grantee shall comply with such other requirements as the Director of Finance may prescribe to ensure adherence by the provider or the Grantee with county, state, and federal laws and to ensure quality in the service or activity rendered by the Grantee; including specifically, compliance with the County's sexual harassment policy.
 - e. ***Access to records.*** Grantee shall allow the expending County agency or department, and 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.
3. **Other applicable laws.** Grantee shall comply with all applicable county, state, and federal statutes, regulations, codes, directives and guidelines related to the performance of this Agreement.
 4. **Separate funds.** Grantee shall keep the grant funds financially separate in Grantee's book of accounts to prevent commingling of funds.
 5. **Competitive procurement.** Grantee shall use competitive procurement methods for goods and services to be purchased with the grant funds, wherever possible.
 6. **Conditions and limitations on events.** Grantee shall 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.
 7. **Representations and Warranties.** The Grantee represents and warrants that:
 - a. ***Safe and prudent.*** It will conduct all activities to be performed in connection with the Project in a safe and prudent manner.
 - b. ***No advancing or inhibiting religion.*** No grant funds will be used for activities or events of a predominantly religious nature or for the purpose of advancing or inhibiting religion.

- c. **Administration system.** It will maintain an appropriate grant administration system to ensure that all terms, conditions, and specifications of the grant are met.
- d. **Health and safety.** It will comply with all County, State and/or federal health and safety requirements.

8. Suspension of Payments; Repayment.

- a. **Suspension.** The 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 (10) ten 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.
- b. **Repayment.** When required to do so in writing, the Grantee shall repay the County for any amounts disbursed that the County determines were 1) not used for authorized purposes, or 2) were used in violation of federal, state, or county statutes, regulations or guidelines, or 3) are otherwise inconsistent with this Agreement, including any unapproved expenditures . The County may also withhold such amounts from any allowable reimbursement request of the Grantee.

9. Indemnification.

- a. Grantee (Indemnifying Party) shall indemnify the County (Indemnified Party), 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 Agreement.
- b. Claim Notice. Indemnified Party shall give Indemnifying Party written notice (a "Claim Notice") of any losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Section 5 hereof. Indemnified Party's failure to provide a Claim Notice to Indemnifying

Party under this Paragraph 9 does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related third-party claim. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related losses (to the extent that the nature and amount of the losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any losses.

10. **Advertising and Promotion.** The Grantee shall provide to the County for review all media or advertising that references the County, or that includes the County logo, including any acknowledgment that financial support for the Project is provided by the County. The Grantee shall not publish or distribute any such media or advertising without first obtaining the written approval of the County.
11. **Modification of Agreement.** The Grant Manager, in their sole discretion, may authorize changes that are within the scope of the Project, budget reallocations that are within the Grant Amount, and extensions of time of performance. Other than the foregoing, the Grant Agreement and these General Terms and Conditions for Grant Agreements, may ***not*** be changed, modified, amended or waived, except by a written agreement executed by duly authorized representatives of County and Grantee.
12. **Termination.**
 - a. ***Termination by the County.*** If the Grantee refuses or fails to perform any 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 non-performance, and if not cured in ten working days, the County may terminate this Agreement in its entirety, or any part thereof, 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. ***Mutually agreed termination.*** County and Grantee also may mutually agree to terminate this Agreement. County 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 not exclusive remedy.*** Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under the Grant Agreement. Following termination by County, Grantee shall continue to be obligated to County for the return of grant funds in accordance with applicable provisions of the Grant 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 close out the grant. Termination of the Grant Agreement for any reason or expiration of the Grant Agreement shall not release the parties from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such termination or expiration.
13. **Fraud, Waste, and Abuse.** The Grantee understands that the County does not tolerate any type of fraud, waste, or misuse of funds. The 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.
 14. **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 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. ***Property/Inventory Report.*** The Grantee must keep a property/inventory report on file containing equipment purchased with any grant funds during the grant period. The property/inventory report must agree with the approved grant budget and the final Financial Report. The property/inventory records, at minimum, must 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 County 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.

- b. ***Label Equipment.*** 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.

15. **Miscellaneous.**

- a. ***Headings.*** All headings are for convenience only and shall not affect the interpretation of the Grant Agreement.
- b. ***No waiver.*** No failure of either the County or the Grantee to insist upon the strict performance by the other of any covenant, term or condition of the Grant Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of the Grant Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter the Grant Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.
- c. ***Severability.*** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of the Grant Agreement unenforceable, invalid, or illegal.
- d. ***Survival of obligations.*** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Grant Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of performance and termination, expiration or completion of the Grant Agreement.
- e. ***No third-party obligations.*** Except as may be specifically set forth in the Grant Agreement, none of the provisions of the Grant Agreement are intended to benefit any third party not specifically referenced herein. No party other than the County and Grantee shall have the right to enforce any of the provisions of the Grant Agreement.
- f. ***Actions of the County in its governmental capacity.*** Nothing in the Grant Agreement shall be interpreted as limiting the rights and obligations of the County in its governmental or regulatory capacity.

- g. ***Governing law.*** The Grant Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Hawai'i without regard to the conflicts or choice of law provisions thereof.
- h. ***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.
- i. ***Counterparts and electronic signatures.*** The Grant 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 affected by Adobe Sign, transmitting a signed signature page by emailed PDF, or other mutually agreeable electronic means. The parties agree to conduct transactions by electronic means, including the Grant Agreement, any required reports, and any other documents necessary to effectuate the Grant Agreement.