County of Kauai
Office of Economic Development

Request for Proposals
Innovation-Community Grants
For Fiscal Year 2022-2023

RFP ISSUANCE/APPLICATION OPEN DATE: MONDAY, AUGUST 1, 2022
Project Funding period November 1, 2022 to October 31, 2023
DEADLINE TO APPLY THURSDAY, AUGUST 31, 2022 AT 4:30PM
REQUEST FOR PROPOSALS (“RFP”)
COUNTY OF KAUAU OFFICE OF ECONOMIC DEVELOPMENT
INNOVATION-COMMUNITY GRANTS FOR FISCAL YEAR 2022-2023

APPLICATIONS for funding for the County of Kauai Innovation-Community Grants will be available at 8am HST on August 1, 2022 for the County of Kauai Innovation-Community Grants for Fiscal Year 2022-2023. Applications must be received on or before 4:30 p.m. Hawaii Standard Time on Wednesday August 31, 2022 via the Amplifund System. Applicants will be notified of funding during the week of October 15, 2022. The weblink to the Amplifund system can be found here: Innovation-Community Grant Application. We are not accepting proposals through US Mail, email or by fax. Proposals received after the deadline will not be considered. The County reserves the right to reject any proposal.

The project funding period will be November 1, 2022 to October 31, 2023. The intent of the grant program is to support new programs or projects that advance innovation by identifying and solving local problems in the areas of small business, technology, education, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies and tourism in Kauai County. Proposals must identify a known deficiency, problem, or need within the Kauai Community and deploy an innovative community project that will be or has been successful in other contexts. Proposals submitted shall be reviewed and considered for the receipt of funding, to applicant organizations.

A zoom meeting to discuss the RFP will be held on Tuesday, August 16, 2022 at 10:00am at the following link: Innovation-Community Grant WEBINAR. We will be posting the recorded webinar on kauaiforward.com by August 18, 2022.

The deadline for submitting written questions is Thursday, August 18, 2022 at 4:30pm via oedgrants@kauai.gov.

Notification of OED’s approval and recommendation for funding will be made the week of October 15, 2022.

Nalani Ka’aauwai-Brun
Director, Office of Economic Development

The Garden Island
Publication Date: Sunday, July 31, 2022
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SECTION 1: ADMINISTRATION

The County of Kauai’s Office of Economic Development (“OED”) is requesting proposals from qualified not-for-profit organizations incorporated under the laws of the State of Hawaii, non-profit organizations exempt from the federal income tax by the Internal Revenue Service or a Kauai-based businesses with a non-profit fiscal sponsor that they have previously worked with (In the case of a non-profit organization, members of its governing board shall have served without compensation and have no material conflict of interest) for its Innovation-Community Grant for Fiscal Year 2022-2023. We will be accepting applications for innovative community projects that identify and solve local problems that will aid Kauai’s economy to generate short-term and long-term economic growth and diversification.

1.01 ELIGIBLE PROJECTS OR ACTIVITIES

Eligible proposals include innovative new programs, or innovative new projects that advance innovation in the program areas of small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economy and tourism.

Programs or projects currently funded by the HTA or with other County Grants will not be considered.

1.02 AWARD AMOUNT

OED intends to award grants of $5,000-$50,000 each for different initiatives that align with RFP Project Specifications (see Section 2). Total funding will be no more than $532,500.

1.03 ELIGIBLE ENTITIES

In order to be eligible for award through this RFP, the proposer shall:

- Be or have a sponsor that is a not-for-profit organization incorporated under the laws of the State of Hawaii and exempt from the federal income tax by the Internal Revenue Service and based on Kauai. Non-profit organization governing board members shall have served without compensation and have no material conflict of interest.
- Be a Hawaii based business with a Kauai non-profit fiscal sponsor and a project that is based 100% on Kauai.
- Have a current Equity Plan in place and be able to describe your equity strategy going forward. Equity is defined as the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
- Both Businesses and Non-Profits must have bylaws or policies that describe the manner in which business is conducted including management, fiscal policies and procedures, and
policies on nepotism, equity and the management of potential conflicts of interest.

- Have at least one (1) year of experience with the project or in the program area being proposed. The Director may grant an exception from this requirement if the proposer has demonstrated the necessary experience in the program area.
- Have staff or authorized representatives adequately trained to administer and provide the project described.
- Is or is able to become compliant under the Hawaii Compliance Express system prior to funding. You do not need to be HCE compliant at time of application, but it is highly recommended that you start the process now.

1.04 TIMETABLE

The timetable set forth below represents OED’s best estimate of the schedule that will be followed in the RFP process. Proposers will be advised by addendum via OED’s website of any changes to the timetable.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>SCHEDULED DATE (Tentative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued – Applications open</td>
<td>Monday, August 1, 2022 at 8am</td>
</tr>
<tr>
<td>Zoom Meeting/Webinar to discuss the grant and how to apply. Link is here: <a href="#">Innovation-Community Grant Webinar Link</a></td>
<td>Tuesday, August 16, 2022 at 10:00am</td>
</tr>
<tr>
<td>Closing Date for Receipt of Questions</td>
<td>Thursday, August 18, 2022 at 4:30pm</td>
</tr>
<tr>
<td>Department’s Response to Proposers’ Questions – Final Amendments (if any) to RFP</td>
<td>Monday, August 22, 2022 at 4:30pm</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>Thursday, August 31, 2022 at 4:30pm</td>
</tr>
<tr>
<td>Public Comment Review Opens:</td>
<td>Monday, September 5, 2022 at 8am</td>
</tr>
<tr>
<td>Public Comment Review Closes:</td>
<td>Friday, September 16, 2022 at 4:30pm</td>
</tr>
<tr>
<td>Selection / Award Notification</td>
<td>Week of October 15, 2022</td>
</tr>
<tr>
<td>Grant Agreement Execution Period</td>
<td>October 17, 2022 to October 28, 2022</td>
</tr>
<tr>
<td>Tentative Agreement Commencement Date</td>
<td>November 1, 2022 thru October 31, 2023</td>
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1.05 CONTACT FOR INFORMATION

If the proposer requires additional information, requests for additional information shall be made in writing via email at [oedgrants@kauai.gov](mailto:oedgrants@kauai.gov). Please note that the final day for receipt of questions is Thursday, August 18, 2022 at 4:30pm.

1.06 SUBMISSION OF QUESTIONS
Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions herein, the proposer shall submit an inquiry in writing on or before Thursday, August 18, 2022 in order to qualify for an official response from OED. Responses will be posted under the same listing and become addenda to the RFP. OED will respond to questions through addenda only. All other means of communication, whether oral or written, shall not be considered official responses and may not be relied upon. A ZOOM Meeting to discuss the proposal and the Amplifund application system will be held on Tuesday, August 16, 2022 at 10:00am. Click here to Join Zoom Meeting:

Innovation-Community Grant Webinar

Please register in advance.

Any questions regarding the interpretation of any provision after proposals have been opened shall be subject to a ruling by the Director of OED, whose decisions shall be final. In addition, the Director shall have the sole power to decide and resolve matters which may arise in the future and/or which may not be covered in the proposal.

1.07 AMENDMENT, ADDENDA, OR BULLETINS
Any proposer who discovers any ambiguities, conflicts, discrepancies, omissions or other errors in the RFP shall notify OED in writing on or before Thursday, August 18, 2022 at 4:30pm. Modifications of the RFP shall be made by issuing an addendum, and a written notice of such modifications shall be sent to all persons who have submitted written questions to OED as described above. If a proposer fails to notify OED on or before Thursday, August 18, 2022 at 4:30pm of any errors in the RFP known to the proposer, the proposer shall submit a proposal at its own risk. If the proposer is selected by OED, the proposer shall not be entitled to additional compensation or time by reason of such errors or their later correction.

Applicants should monitor the posting web site for any addendum necessitated by a modification of the RFP prior to the Thursday, August 18, 2022 at 4:30pm deadline. Any addendum issued during the time of proposal submission and forming a part of the documents shall be made a part of this Solicitation and shall become a part of the award contract.

1.08 WITHDRAWAL OF PROPOSALS
A proposer may withdraw its proposal by submitting a written request to the Director of OED any time prior to the proposal being scheduled for review and evaluation.

1.09 CANCELLATION OF RFP
This RFP may be cancelled and any or all proposals rejected in whole or in part, without liability to OED or the County of Kauai, when it is determined to be in the best interest of OED or the County of Kauai.

1.10 CONTRACT PERIOD
Upon award, the contract period will commence on November 1, 2022, thru October 31, 2023.

1.11 MULTIPLE PROPOSALS:
Multiple proposals from an organization for different and separate projects will be accepted and considered independently from each other.

1.12 PROPOSAL SUBMISSION:
All Proposals must be submitted via the online Amplifund System. Proposals via mail, email or FAX will not be accepted.

1.13 PROPOSAL BUDGET:
The Applicant is required to submit a proposed budget explaining how any grant funds will be utilized. If the Applicant is awarded less than what was requested in their RFP proposal, they will need to re-submit an updated proposal and budget showing how the money will be distributed before an agreement can be executed.
SECTION 2: PROJECT PLAN, PROPOSALS & SPECIFICATIONS

Eligible proposals include innovative on-island projects in the areas of small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies and tourism that contribute toward economic development and to support the County’s vision for more economically diverse and sustainable future generating long term economic growth and diversification in Kauai County.

2.01 PROJECT LOCATION:
This program is intended to support projects that occur 100% in the County of Kauai.

2.02 PROJECT SPECIFICATIONS:
The purpose of this RFP seeks to deploy innovation on-island in the areas of small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies and tourism. Applicants must demonstrate the potential for their projects to offer both short term economic development and to support the County’s vision for more economically diverse and sustainable future. Emphasis will be on local deployment of proven innovative practices, technologies, and policies that identify and solve local problems, and not on research and development into new or unproven products or ideas. Areas of focus include small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies and tourism.

All projects, regardless of type, must clearly demonstrate their potential to generate economic benefit to Kauai residents via business income, employment, reduced expense or efficiency, or other means. It is not required that projects result in immediate or direct economic benefit if they can demonstrate significant movement toward those outcomes. Proposals must identify a known deficiency, problem, or need within the Kauai Community and deploy an innovative community project that will be or has been successful in other contexts.

Proposals that include new partnerships or collaborations and include diverse organizations or groups that contribute uniquely to the overall strength of the proposal will be given extra consideration.

Successful proposals will clearly show a public or community nexus to the stated project objective of the proposal. Funds may not be used for: purchase of alcohol; business or organizational start-up plans; fundraising; or costs associated with proposal production and submission. Proposals shall be subject to the provisions and stipulations of this RFP.

Grants will be given out by Sector as follows:
AGRICULTURE

The Department awards funding for agricultural projects that support the agricultural industries with a special focus on:

- improved crop production,
- value-added products,
- utilization of new farming/ranching techniques and technology that strengthen agricultural competitiveness;
- improved conservation of soil, water, energy, natural resources and fish and wildlife habitat;
- programs that help move Kauai to a more sustainable food sources;
- job creation;
- supporting local food producers towards obtaining FSMA certification.

Projects should address one or several of these areas this funding year:

- Job creation;
- Improved farming/ranching practices and products;
- Improved marketing, sales and business practices;
- FSMA or GAP training and assistance towards compliance and certification;
- Utilizing modern technologies and food distribution practices;
- Creation of regional agricultural parks, community commercial kitchens, not currently existing and/or food-hub distribution centers;
- Increasing participation of farmers, ranchers and producers and connecting them with wholesaler, retailers, restaurants and chefs;
- Creating a demand for product, through marketing on web-based social media and other platforms;
- Marketing and information sharing of agriculture initiatives.

Minimum funding request is $5,000. Maximum funding request allowed is $50,000.

CREATIVE INDUSTRIES

The Department believes in the power of creativity to inspire human connections, create social change, and support economic vibrancy of Kauai.

This year we are particularly interested in non-profits that can partner with on island filmmakers to develop a curriculum and workshops that offer training and development specifically tailored to Kauai’s Film Industry workforce. This could include any phase of production including development, pre-production, production, post-production and distribution.

Minimum funding request is $5,000. Maximum funding request allowed is $50,000.
NEW INDUSTRY AND BUSINESS INNOVATION

The Department’s primary focus is on helping existing business become globally competitive and to facilitate new and emerging business opportunities in technology and innovation sectors. Technology and innovation intersect in all industries and facets of business. Kauai must keep pace with the burgeoning industry. The following types of projects that foster the community-based economic development initiatives will be considered:

1. Programs that expand the talent and career readiness in technology and innovation.
2. Community economic development projects that support entrepreneurship and innovation.
3. Support for business efforts to utilize technology to assist in workforce issues.

Minimum funding request is $5,000. Maximum funding request is $50,000.

TOURISM-DESTINATION MANAGEMENT

The Tourism Program’s work is guided by the goals and objectives of the Economic Development Strategic Plan and the Kauai Destination Management Action Plan.

Project proposals should be based around the concept of economic, social, and environmental balance. A healthy visitor industry and a population that enjoys a good quality of life are inextricably linked. There are six objectives to achieve the goals and vision of the Kauai’i DMAP:

- **OBJECTIVE 1:** Create positive contributions to the quality of life for Kaua’i’s residents.
- **OBJECTIVE 2:** Support the maintenance, enhancement, and protection of Kaua’i’s natural resources.
- **OBJECTIVE 3:** Ensure the authentic Hawaiian culture is perpetuated and accurately presented in experiences for residents and visitors, materials and marketing efforts.
- **OBJECTIVE 4:** Maintain and improve visitor satisfaction of their experience on Kaua’i.
- **OBJECTIVE 5:** Strengthen the economic contribution of Kaua’i’s visitor industry.
- **OBJECTIVE 6:** Increase communication and understanding between the residents and visitor industry.

Programs who will receive support through any of the Hawaii Tourism Authority’s funding programs or other County of Kauai grants for the same programs submitted to this RFP will not be considered without a written exemption from the Office of Economic Development.

**Specific Funding Traunches:**

- **Hawaiian Culture Support:** Up to $45,000 (Max request 45,000)
- **Special Events Support:** Up to $45,000 (Max request 10,000)
- **Product Enhancement & Visitor Impact Support:** Up to $54,500 (Max request 54,500)
Minimum funding request is $5,000. Maximum funding request is $50,000.

**ENERGY AND SUSTAINABILITY SECTORS**

<table>
<thead>
<tr>
<th>Local, Equitable Solutions to the Climate Crisis:</th>
<th>Total funding available - $123,000</th>
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- Climate change is already impacting Kauai today and will do so increasingly into the foreseeable future. As we prepare and respond to these impacts, we face a parallel crisis in terms of our housing shortage and the already high cost of living. By addressing these issues together instead of in silos, we have the opportunity to improve our economic well-being, become more resilient, and reduce our global impacts at the same time.

The County seeks proposals for programs that (1) raise community awareness of climate change, (2) trigger community actions to reduce GHG emissions and (3) help prepare for climate change impacts on an individual, household, business/organizational, or community-wide level. Approaches that focus on the needs of low and moderate income households and specifically disadvantaged communities on the island will be prioritized.

General areas of focus for proposals include:

- **Energy efficiency:** Projects that enable or support cost savings through increased energy efficiency. Programs may include outreach, education, and services provided directly to households or businesses to reduce energy use and cost. Projects which seek to build local community capacity for delivering energy efficiency while reducing direct costs for implementation (such as community-based direct installation of LED bulbs or low-flow showerheads) will be prioritized.

- **Vehicle electrification & shared use mobility:** Projects that support the adoption of electric vehicles and related infrastructure, and/or the adoption of shared use mobility solutions for the Island. This may include awareness and education such as ride & drive events, infrastructure planning, repairing or replacing existing infrastructure, development of pilot projects, and other efforts to accelerate the adoption of electric vehicles and/or shared use mobility solutions on-island. Electric vehicles include light duty automobiles as well as e-bikes and other electrified mobility devices. Shared use mobility solutions include car share, biking, scooters, micro mobility-share, and shuttles.

- **Organic waste management & zero waste:** Projects that support reduced disposal of organic waste in the County landfill and promotion of zero waste practices. Areas of focus may include:
  - Promotion/development of on-site organics management practices for food service
businesses, farmers markets, and other (non-farm) organic waste generators;
- Development of neighborhood scale organic waste collection systems;
- School-based organic waste management programs that are integrated with climate change education and awareness;
- Collaborative projects that engage and coordinate multiple waste generators in order to deliver efficiencies in the management of organic waste;
- Projects that help businesses and events comply with the County’s Disposable Plastic Policy by offering alternative options.

- **Electricity and transportation data**: Projects that establish or support improvements to data collection, access, and use for electricity and ground transportation systems on Island. This includes partnerships to set-up new or innovative means of collecting and reporting data, projects to increase access to existing datasets, and projects that educate on the use of existing data to accelerate action towards energy, clean transportation, and climate goals. This also include local data dashboards for sustainability related data that are specific to the County of Kauai and enables tracking of progress in established statewide sustainability goals such as clean energy, natural resources conservation, smart sustainable communities, waste reduction, green jobs, and local food production.

- **Community lead climate action**: Projects may focus on locally relevant climate change issues, challenges, or opportunities and assist to engage families, businesses, and community organizations to take positive actions to reduce GHG emissions and prepare for climate change on Kauai. Projects may utilize the existing “Kauai Aloha+ Challenge” online engagement platform located at [www.kauaichallenge.org](http://www.kauaichallenge.org) and incorporate it into community outreach through schools or other groups in order to increase community participation and action. Projects may include locally driven marketing efforts and campaigns to promote existing solutions connected to the Aloha Plus Challenge and statewide sustainability goals in the areas of clean energy, natural resources conservation, smart sustainable communities, waste reduction, green jobs, and local food production.

### 2.03. PROJECT MATCH REQUIREMENT

There is a match requirement (10% cash and 10% in-kind) for funds awarded under this program. The grant may not cover more than 80% of the total costs of the project being funded. The applicant must identify the source of the 10% cash and 10% of in-kind services of the total project costs and how match funds will be used. (Match is restricted to the same uses of funds as allowed for the county funds).

### 2.04. PROJECT GRANT ADMINISTRATION FEE CAP

Funding for the Innovation-Community grant encompasses overhead and administrative costs for approved projects. Up to a maximum of 15% of the total funds can be allotted for administrative costs. Administrative costs encompass grant expenses associated with administering the grant. These costs can be both personnel and non-personnel, and both direct and indirect. Therefore, the limitation applies to the combined claims for indirect costs and direct administration costs. Generally, direct administrative
costs differ from indirect charges in that the latter are considered organization-wide costs. Examples of direct administrative costs are salaries, benefits, and other expenses of the recipient's staff that perform the following functions: – Overall program management, program coordination, and office management functions including the salaries and related costs of the executive director, project director and/or project evaluator; – Preparing program plans, budgets schedules, and related amendments; – Monitoring of programs, projects, subrecipients and related systems and processes; – Developing systems and procedures, including management information systems, for assuring compliance with program requirements; – Preparing reports and other documents related to the program requirements; – Evaluating program results against stated objectives; and – Divisional level administrative services such as program specific accounting, auditing or legal activities.

2.05 PROPOSAL PREPARATION
Proposer shall prepare a proposal in accordance with requirements of this Section and provide the proposal to OED via the Amplifund system. Proposers shall submit all data and information specified and requested in the system to qualify its proposal for evaluation and consideration for award. Noncompliance shall be deemed sufficient cause for disqualification of the proposal without further notice. OED will not pay any costs incurred by the Proposer in preparing or submitting their proposal.

2.06 DISQUALIFICATION OF PROPOSALS
OED reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and that demonstrate alignment with Project Specifications. Any proposal offering terms and conditions contradictory to those included, requested, or required by this RFP shall be disqualified without further notice. OED reserves the right to ask for clarification at any time, of any item in the proposal.

A Proposer will be disqualified, and the proposal automatically rejected for any one or more of the following reasons:

- The non-profit and/or business is not in good standing with the DCCA, County of Kauai or the BBB.
- The Proposer’s lack of responsibility or cooperation as shown by past work, projects or services.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in this RFP.
- The proposal shows any noncompliance with applicable law.

2.07 PUBLIC INSPECTION & INPUT
Proposal Specification information shall be subject to Public Inspection and comment via consider.it. A link to the initially selected proposals will be posted at The Kauai Forward Website and the County of
Kauai Economic Development website. The Public will be allowed to view and offer constructive comments and score each initially qualified project for a period of two (2) weeks. Names of the Applicants or Fiscal Sponsor will not be named to encourage objectivity and provide focus on the project itself. Selection or rejection of the proposal does not affect this right. At the conclusion of the process, resulting in either a contract award or rejection of all proposals, all material except that marked proprietary shall become public information. The public is encouraged to review the proposed projects through our Consider.It tool and provide substantive and constructive comments.

2.08 PROPRIETARY INFORMATION
Proposer shall designate in writing those portions of the proposal that contain trade secrets or other proprietary data that are to remain confidential, so that the material designated as confidential shall be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

2.09 PROJECT PROPOSAL INFORMATION REQUIRED:
A. PROJECT –

1. Project title
2. State the Economic sector you will be applying to
3. Grant amount requesting
4. Description of your project.
5. Justification of project. Explain the problem or opportunity and why the project is necessary
6. Describe research that has been done to determine the problem and solution.
7. Describe what is new, different and/or innovative about your project.
8. You must provide the project objectives
9. You must provide the phases of work for each quarter of the project (1 year)
10. You must provide the metrics for evaluating & monitoring to evaluate the project’s success
11. You must provide a project timeline.
12. You must state if there are outside services (permits, equipment, etc.) Required and if you have secured them prior to applying for this grant.
13. You must state how your project aligns with the adopted county goals in the following
county plans. This is not required but applicants will get extra points for tying their projects back to a community plan.

**Kaua‘i Kakou General Plan (2018)**
A framework that represents Kaua‘i’s approach for managing growth over a 20-year planning timeframe. The plan consists of goals, policies, objectives, and action items within a range of sectors including economy, land transportation, energy sustainability, and more.

**Kaua‘i Destination Management Action Plan (2021-2023)**
Aims to rebuild, redefine and reset the direction of tourism over a three-year period. The focus is on stabilization, recovery, and rebuilding to the desired visitor industry for Kaua‘i.

**Comprehensive Economic Development Strategy (CEDS) – 2022-2026**
A plan that focuses on diversifying the island’s economy beyond tourism, while also playing to the strengths of our tourism-based economy and the values our community has embraced through the County's General Plan Update.

**Kaua‘i Short Range Transit Plan 2018**
A blueprint to improve the island’s transit over a five-year timeframe. In addition, it provides a long-term vision for public transportation on Kaua‘i.

**Integrated Solid Waste Management Plan (2021 Draft Update)**
A strategy for implementing environmentally prudent and economically feasible integrated solid waste management components to enhance or upgrade the County’s existing systems.

14. You must describe any matching funds you have already secured for the project.

15. You must describe how your project will be sustained beyond the one year grant period.

16. You will need to provide a project budget. You must list all income sources of cash, any matches and In-Kind Contributions on the sections provided. Indicate the dollar value in the Budget column.

1. Expenses: Project expense estimates must be reasonable, directly related to the proposed project, and clearly described and justified in the budget narrative. The following list includes examples of some common expenses allowable in this Grant program:
   - Advertising.
   - Brochures.
   - Collateral materials.
   - Electronic media.
• Equipment rental.
• Facility rental.
• Postage
• Posters.
• Printing.
• Products.
• Public relations
• Salary and wages (at prevailing wages for work that is done on or on behalf of the project).
• Security.
• Shipping.
• Some consultant services.
• Supplies and materials.
• Website Development or enhancement

NOTE: Personnel costs should not be the primary use of grant funds. To demonstrate financial sustainability, projects will not rely on grant funding for critical operating expenses, including most salaries.

Ineligible uses of grant funding include the following expenses:

• Fundraising expenses.
• Equipment purchases that are not directly related to this project
• Organizational start up plans.
• Purchase of alcohol.
• Proposal preparation expenses (Grant writing, etc.).
• Purchase of Real Estate
• Purchase of automobiles.

2. Budget Narrative. Provide a budget narrative explaining each expense and how it relates to your project.

B. PROJECT SUMMARY STATEMENT. You will need to provide a description of your project in two paragraphs. This paragraph description should be written in such a way that will entice your reader to want to know more about your project. A link will be provided in phase three of the scoring (per the rfp) and will allow the public to click on a link to see additional details about your project. (note: this paragraph will be displayed on the consider.it website for public comment.) *you will need to provide a summary statement

C. PROJECT - EQUITY REFLECTION QUESTIONS (Equity is defined as: “the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and
1. How does your organization define equity?
2. What inequities are observable across impacted populations by geography, race/ethnicity, income/ALICE, home-ownership status, health status, English proficiency etc.?
3. What is the historical, cultural, political and social context of the peoples and places impacted by your project? How have past actions (by County or otherwise) impacted these communities? How does this project consider these historical disparities/impacts?
4. How does your project include voices from disproportionately impacted groups? How have community members been engaged in project development and/or evaluation?
5. How will project benefits and burdens be distributed? Are there potential disproportionate impacts on underserved groups by the project? Identify opportunities to advance equity, when possible, i.e. contracting, subcontracting requirements, hiring, material sourcing, etc.
6. What outcome measures and diverse data points will your project leverage to identify inequity and ensure that your project will prioritize disproportionately impacted groups?
7. Provide equity data indicators (i.e. groups that have contacted, ___) to track during grant reports. How will your project evaluate performance through defined metrics and provide opportunities for equity reflection?
8. How is your organization sharing information about the project? Is it reaching people from disproportionately impacted groups?

2.10 PROPOSAL SUBMISSION INSTRUCTIONS
Applicants are required to submit their proposals through the Amplifund System. Proposals must be received on or before 4:30 p.m. Hawaii Standard Time on Thursday, August 31, 2022. Proposals received after the deadline or not via the Amplifund system will not be considered. After award, all proposals shall be public information.
SECTION 3: EVALUATION CRITERIA

This RFP shall be evaluated and awarded through a Four (4) phase process. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

3.01 EVALUATION COMMITTEE
The Director of OED shall select an evaluation committee with knowledge of the program objectives to provide initial review and ranking of the proposals. Such committee shall include at least three governmental employees with sufficient qualifications to assess each application (H.A.R. 3-122-45.01). Proposals shall be evaluated based on the Proposal Evaluation Criteria listed in Phase 2 below. Any committee member with a potential conflict of interest with a proposer shall recuse themselves from the review of that proposer’s submission.

In order to generate a priority list, proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. All responsible proposers who submit acceptable or potentially acceptable proposals are eligible for the priority list. If numerous acceptable and potentially acceptable proposals have been submitted, the procurement officer or the evaluation committee may rank the proposals and limit the priority list to at least three responsible proposers who submitted the highest-ranked proposals. Those responsible proposers who are selected for the priority list are referred to as the “priority-listed proposers.” Discussions will be limited to only “priority-listed proposers”

3.02: EVALUATION PHASES
Evaluation phases will be conducted as follows:
- Phase 1: Screening
- Phase 2: Initial Proposal Evaluation
- Phase 3: Community Engagement
- Phase 4: Final Proposal Evaluation

PHASE 1 – SCREENING, INITIAL COMMITTEE REVIEW AND INITIAL SCORING
An initial screening shall take place immediately after the proposals are downloaded by the Office of Economic Development. The initial screening involves reviewing all submitted proposals for eligibility and completeness. Incomplete proposals or proposals not meeting these minimum requirements may be rejected and dropped from further consideration.

PHASE 2 – INITIAL PROPOSAL EVALUATION
Phase 2 of the evaluation process provides for an evaluation committee to establish a Priority List of Proposers who will be included in Phase 3 of the evaluation process. No discussions with Proposers shall take place during Phase 2 except for clarification purposes.

Phase 2 evaluation of the proposal will be conducted using the evaluation categories and numerical points below and will be based solely on Proposers’ proposals. Phase 2 evaluation criteria have been assigned maximum numerical point values with all criteria totaling 90 points. The rating system is set up
such that the highest points represent the best rating. The Proposers total score will be determined by an average of total points assigned to each Proposer, by all evaluators. Proposals whose evaluation committee scores in each category do not meet a minimum threshold of 70 points will not advance to Phase 3 of the evaluation process.

The Proposers selected for the priority list shall be referred to as “Priority Listed Proposers” and will be included in Phase 3 of the Evaluation.

**PHASE 2 – INITIAL PROPOSAL EVALUATION - CATEGORIES AND VALUE**

The maximum points available in Phase 2 is 90 points, divided among the following categories.

A. **Project Proposal: Maximum 50 points.**
   - The extent to which the proposal reflects a coherent and feasible approach and includes a reasonable timeline for completion of work;
   - The extent to which a project addresses a known deficiency or need within the Kauai Community, and deploys an innovative project that has been successfully implemented in other contexts;
   - The clarity with which specific roles and responsibilities are defined;
   - How well the proposed project outputs and outcomes advance the OED Project objective to advance innovation;
   - How sustainable the proposed project is beyond the Grant Period;
   - Partnerships with others in the community;
   - How well the project solves a specific need or problem already identified as one of the County goals in the plans listed in the Project Proposal system.

B. **Fiscal Capacity and Accountability: Maximum 20 points.**
   - Realistic, thorough, and accurate budget.
   - Appropriate allocations of funds based on outputs.
   - Level and probability of non-County funds committed to the proposed project.
   - Extent to which the proposed project demonstrates sustainability and offers mitigation plans required to address COVID-19 work constraints, social distancing and other relevant restrictions.
   - Projects that include a funding match or a commitment to a funding match. Projects with larger confirmed cash matches will be awarded additional points.

C. **Qualification/Experience: Maximum 20 points.**
   - Level of integrity, reliability and credibility of the organization in the community.
   - The extent to which the organization has the capacity to carry out the proposed project, including the appropriate mission and structure to fulfill the needs and requirements of the proposed project.
   - Depth and breadth of experience in performing similar work.
   - Duration and strength of partnerships related to the proposed project.
• The strength of fiscal and administrative controls to properly manage County funds.
• Strength of responses to Equity Rubric & Reflection Questions.

Depending on the number of proposals received, the Selection Committee may or may not use the scoring system to choose Priority Listed Proposals who will move on to Phase 3 and 4. OED may choose to list all applicants. Should OED decide not to move all Applicants to Phase 3 and 4, those who are not chosen as a Priority Listed Proposal will be notified of non-selection.

PHASE 3 – PUBLIC SCORING & COMMENT
Public Input & Engagement of these proposals is important to the Project & OED. Each Proposal’s public scoring and comments will be given to OED and the selection committee for review for consideration for Phase 4 Final Evaluation. The opportunity to review and score/comment on the Priority Listed Proposers will be listed online at the Kauai Forward website for a period of two weeks. Scoring from 1-10 points will be allowed. After the Public review period is over, the scores will be included in each Priority Listed Proposals and subject to Phase 4 evaluation. The Selection Committee will consider both the quantity and quality of comments and how or why they feel this project deserves consideration.

PHASE 4 – FINAL PROPOSAL EVALUATION
In Phase 4, a final evaluation of all projects will commence and shall be based on the secondary review of each proposal using the criteria mentioned in this Section and include scoring from Phase 3 – Public Engagement based on the following maximum point schedule:

- Project: Maximum points: 50
- Fiscal Capacity and Accountability: Maximum 20 points.
- Qualification/Experience: Maximum 20 points.
- Public Engagement: Maximum 10 points

The maximum total evaluation points available for each Proposer in Phase 4 is 100 points for the final evaluation. Each Priority Listed Proposer’s final total score will be determined by an average of total points assigned to each Proposer, by all evaluators. The evaluation committee reserves the right to have additional discussions with any proposal contact prior to selection for clarification purposes only.

OED reserves the right to make an award based only upon proposals as submitted or may require submittal of additional information, or oral presentation, or both.

OED may conduct discussions with proposal contacts to facilitate arriving at an agreement that will provide the best value to the County, taking into consideration the evaluation factors set forth in this RFP. Discussion shall be coordinated by OED and all information regarding date, place, purpose, and attendance shall be recorded. Priority listed proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. OED also reserves the right to discuss with one or more proposers and request best and final offers provided that no proposer’s
proposal or information regarding its negotiation with OED shall be public information or shared with any other proposer until after an award is made. Upon award, the existing contract file, including but not limited to a copy of all successful and unsuccessful proposers’ proposals shall be made available for public inspection.

The Director of OED shall assist the committee in the final selection of the proposals, which will best accomplish the needs of the County and in accordance with the availability of funds.

3.03 RECOMMENDATION FOR CONTRACT AWARD
The evaluation committee shall prepare a report summarizing proposal evaluation rankings and provide recommendation for award of contracts. The awards shall be made to the Proposers submitting the top proposals as determined by the evaluation committee with final evaluation assistance from the Director of OED. The award recommendation shall be based on the proposal deemed to best meet the Proposal Objective and not necessarily on lowest cost.

3.04 REJECTION OF PROPOSALS
The Director of OED reserves the right to accept or reject any or all proposals and to waive any defects in said RFP if deemed to be in the best interest of the County.
SECTION 4: AWARD OF CONTRACT

4.01 AWARD OF CONTRACT
The Proposer, upon being selected for grant funding, will be notified of award by OED by email. Said notice shall not be construed to be authorization to proceed with the performance of any program. Any services performed by the Proposer prior to execution of the grant contract shall be at the Proposer’s own risk.

4.02 EXECUTION OF CONTRACT
A contract document shall be executed by OED and the selected Proposer via digital signature. This document will serve as the official and legal contractual instrument between both parties. This document (“Contract”) will incorporate (by attachments or reference) the terms of this RFP, with any and all addendums; and the Proposer’s proposal; all of which becomes part and whole of the “contract.” Upon receipt of the Letter of Award and contract documents, the Proposer shall have five (5) business days to digitally execute and return the contract documents digitally to the County of Kauai. The award of contract may be withdrawn by OED if successful Proposer is unable to meet contract execution requirements. This Contract shall not be binding or of any force until said Contract has been fully and properly signed by all of the parties thereto. Completed sets of the fully executed contract will be digitally sent to the Proposer. A copy of the contract provisions is attached hereto for reference as Exhibit A.

4.03 FUNDING
Funding for this grant will occur as follows:

- 80% of the awarded amount listed in Paragraph 1 will be paid upon receipt of final executed copy of the Contract, a written request for payment is received and HCE Compliance is confirmed by OED;

- 20% of the awarded amount will be made upon satisfactory completion of the project and submission and approval of the Final Written and Budget Report via the Amplifund system and confirmation of current HCE Compliance.

Funding can be made sooner or later should the project exceed or be delayed from its anticipated timeline and deliverables. The Proposer must communicate with their OED Project Manager for any variances to the budget, timeline and deliverables.

4.03 INDEMNIFICATION
If selected, the Proposer shall perform the contact as an independent contractor and shall indemnify and save the County and its officers and employees harmless from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefore, caused by error, omissions or negligence in the performance of the contract by the Contractor or the Contractors subcontractors, agents and/or employees, until such time as action against the Contractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of action.
4.04 REPORTING REQUIREMENT
If selected, the Proposer shall be required to provide quarterly progress reports, including a final report of the funded project to OED. Department funding must be acknowledged in this report and in all other publications based on the project results. Interim reports will be required per the contractual agreement. All project reports and results are considered public property and cannot be patented, copyrighted or restricted in any manner unless specifically agreed to by both parties. Reporting will be required through the Amplifund System only. You will be assigned a Sector Manager. You will be required to turn in reports on-time and to communicate with your sector manager on a regular basis. Site visits will be held to ensure reporting is accurate. Any projects that are not on schedule (based on the timeline provided), must contact their sector manager and turn in an updated timeline and explain the timeline difference. During the project period, the sector manager may require that you keep impact data that will be specific to your project. At the end of the contract, you will be required to turn in the Final Report, Final Budget, and any data requirement as setup by your OED Sector Manager.

4.05 CONTRACT PROVISIONS
Please see Exhibit “A” for sample contract.
EXHIBIT A – SAMPLE CONTRACT
(to be replaced by contract currently being developed at County Attorneys (Cameron))

THE COUNTY OF KAUA'I

COMMUNITY BENEFIT GRANT AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF KAUA'I (hereinafter "COUNTY") and «ORG», a Hawaii nonprofit corporation, whose business and mailing address is, «ORG_SIGNATURE_ADDRESS», (hereinafter "GRANTEE") shall take effect upon the final execution by all parties.

RECITALS

WHEREAS, Kaua‘i County Code Article 3 Chapter 6 establishes standards for the appropriation of public funds to private organizations that provide programs and services that the COUNTY has determined to be in the public interest; and

WHEREAS, pursuant to HRS Chapter 103D-102(b)(2)(A), grants made under Section 6-3.2 may be exempt from HRS Chapter 103D; and

WHEREAS, the GRANTEE is a private non-profit corporation or association chartered or authorized to do business in Hawaii for the purpose of providing social, health, educational, manpower or training or services to, or of meeting the social, cultural or economic needs of, the people of the County of Kaua‘i; and

WHEREAS, The COUNTY Office of Economic Development has awarded funding to GRANTEES who are requesting to provide services or activities that meet a distinctive cultural, social, or economic need in the COUNTY and for which adequate Federal or State Funding cannot be secured; and

WHEREAS, to ensure that these funds are expended in a manner that is reflective of the needs of the communities, a Review Committee was appointed to solicit, review and select PROJECTs that are seeking funding for necessary community-based programs and services: and

WHEREAS, upon the recommendation of the Review Committee, the COUNTY wishes to support and help sustain the GRANTEE as it seeks to address needs or concerns of the communities of the COUNTY

WHEREAS, the COUNTY finds that the PROJECT “«PROJECT NAME»” proposed by GRANTEE (hereinafter, "PROJECT") described in attached Proposal (“Exhibit A”) and Proposal Budget (“Exhibit B”); is worthy of its support; that it directly benefits the public and accomplishes public purposes; and that it meets the criteria for receiving funding pursuant to Section 6-3.2, and

WHEREAS, funds have been appropriated under Budget Ordinance No. B-2021-877 for purposes of programs and activities such as the PROJECT;
NOW, THEREFORE, the COUNTY and the GRANTEE in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

1. **Grant Amount.** The COUNTY awards the GRANTEE a grant of «Awarded Amount» for the PROJECT.

2. **Purpose of the Grant.** The GRANTEE shall use grant funds for the PROJECT in accordance with the PROJECT Description set forth in Exhibit A this Agreement.

3. **Period of Agreement: Notice to Proceed.** This Agreement shall be effective on April 1, 2022 and shall continue until March 31, 2023. GRANTEE shall not proceed with the PROJECT until the COUNTY has provided a written Notice to Proceed. If the Notice to Proceed is unduly delayed, the COUNTY may in its discretion unilaterally extend the Period of Agreement to a date set forth in the Notice to Proceed.

4. **Payment of Grant Funds.** Grant funds will be disbursed and paid to the GRANTEE as outlined below. The GRANTEE must request disbursement of grant funds by submitting a request for payment via the Amplifund System.

   The COUNTY will disburse the grant funds in accordance with the following schedule:

   - 40% of the awarded amount listed in Paragraph 1 will be paid upon receipt of final executed copy of this Agreement, a written request for payment is received and HCE Compliance is confirmed by OED;
   - 40% of the awarded amount listed in Paragraph 1 will be paid upon receipt and OED approval of the Progress and Budget Report due on October 15, 2022.
   - 20% of the awarded amount listed in Paragraph 1 will be made upon satisfactory completion of the PROJECT and submission and approval of the GRANTEE’s Final Written and Budget Report via the Amplifund system and confirmation of current HCE Compliance.

5. **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 ten (10) 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.

   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.

6. **Modification of Agreement.** This Agreement may not be modified except in writing and upon written consent by both parties.

7. **Reporting Requirements.** 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 calendar quarterly reporting period on July 15, 2022, October 15, 2022, January 15, 2023. The Final Report will be due by April 30, 2023. These reports must be submitted via the
Amplifund system.

a. Program status summary;

b. Program data summary;

c. Summary of participant characteristics;

d. Financial status report of the COUNTY funds used;

e. Financial status report of the remaining balance of COUNTY funds; if any;

f. A narrative report; and

g. Any other information requested by the COUNTY.

All reports shall be submitted via the Amplifund System. If the GRANTEE fails to submit timely reports or does not maintain HCE Compliance, the COUNTY may withhold disbursement of remaining grant funds and deny future funding requests from the GRANTEE.

8. Representations and Warranties. The GRANTEE represents and warrants that:

a. It is a federally registered tax-exempt 50l(c)(3) organization under Section 50l(a) of the internal Revenue Code.

b. GRANTEE shall maintain an appropriate grant administration system to ensure that the terms, conditions and specifications of the grant are met.

c. It will conduct all activities to be performed in connection with the PROJECT in a safe and prudent manner.

d. No grant funds will be used 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.

f. It will comply with all County, State and /or Federal health and safety requirements.


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 instrument.

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 Section 6 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 COUNTY shall review and approve all advertising content prior to media materials being published or released, including any acknowledgment that financial support for the event is provided in part by the COUNTY.

11. Termination. 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 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 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.

12. Miscellaneous Provisions. GRANTEE shall:

a. 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. 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. 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. 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. 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. Allow the COUNTY 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; and
g. Keep grant funds financially separate in GRANTEE's book of accounts.

h. Acknowledge 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.

i. Obtain competitive bids for goods and services to be purchased with these funds, wherever possible.

j. Within thirty (30) days after 1) the completion of the PROJECT or 2) the end of the project, whichever is sooner, submit Final Written and Budget Report via the Amplifund system.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement effective as of the date first above written.

THE COUNTY OF KAUAI

BY

REIKO MATSUYAMA
DIRECTOR OF FINANCE

«ORGANIZATION NAME »

«ORG_SIGNATURE»
Its: «ORG_SIG_TITLE»

APPROVAL RECOMMENDED:

NALANI BRUN
OFFICE OF ECONOMIC DEVELOPMENT

APPROVED AS TO FORM AND LEGALITY:

DEPUTY COUNTY ATTORNEY
EXHIBIT C – SAMPLE INNOVATION-COMMUNITY GRANT PROGRESS REPORT

(CURRENTLY BEING UPDATED)

THIS IS A SAMPLE ONLY!  ALL REPORTING MUST BE DONE ELECTRONICALLY VIA AMPLIFUND SYSTEM

All reporting will be made through the Amplifund system. Reporting is required quarterly on or before the 15th of each month following the end of each calendar quarter as applicable (January 15, 2023, April 15, 2023, July 15, 2023 and November 30, 2023). The questions will be as follows: (DO NOT TURN THIS FORM IN, ALL SUBMITTALS MUST BE MADE VIA AMPLIFUND)

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<tr>
<th>Agreement Start Date:</th>
<th>Projected End Date:</th>
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<tr>
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<td>Contact Name:</td>
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<td>Contact Phone:</td>
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<td>Contact Email:</td>
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1) Describe how County Grant funds were used during the quarter in the development and implementation of the project.

2) Describe the status of the project and work completed since the prior reporting period. Please provide detailed descriptions and attach supporting documentation.

3) Describe how your organization’s equity plan has been incorporated in the implementation of your project. Provide updates to any equity data, metrics, or progress indicators and how that information was used during this quarter period. Were there any changes needed based on evaluation of the data?

4) 

5) Describe any major adjustments that have been necessitated or proposed.

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

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

8) Please provide a few dates that it would be ideal for County staff to visit your project site(s) to see your work completed as a result of this grant. If it’s preferred that we visit later during the project, please indicate so.

9) Additional Comments:

Submitted by:
This form MUST be turned in within sixty (60) days after the earlier of 1) the ending of the project or 2) the end of the contract period. Please include an invoice for the final 20% of the awarded amount for payment. If you do not turn this report in in the timeframe specified, you will not receive the balance of funds and will be disqualified from applying for any additional County of Kauai grants.

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<td>Agreement Effective Date:</td>
<td>Agreement End Date:</td>
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<tr>
<td>Award Amount:</td>
<td>Did you complete your project? Yes No</td>
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Provide a brief Project Description:

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

2) Describe how this project was successful in benefiting the County of Kauai and our residents.

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 the future plans for this program?

7) Provide data as required by your Project Manager (if any).

Submitted by:__________________________
Name & Title Date

---------------------------------------------
EXHIBIT D & F – SAMPLE PROGRESS/FINAL EXPENSE BUDGET REPORT

CURRENTLY BEING REVISED

THIS IS A SAMPLE ONLY! ALL REPORTING MUST BE DONE ELECTRONICALLY VIA AMPLIFUND SYSTEM

FINAL FINANCIAL REPORT OF ACTUAL EXPENSES AND INCOME

GRANT NAME: ________________________________

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I hereby certify that all financial statements represented in this final report to the County relating to Grant Name (Agreement), are accurate and that funds allocated through this COUNTY Program under this Agreement have been expended in accordance with the provisions set forth in this Agreement, including the budget that was made a part of said Agreement.

___________________________________________
Organizer/Contractor

___________________________________________
Signature

___________________________________________
Project Title

___________________________________________
Print Name

___________________________________________
Date Signed
EXHIBIT A

THE COUNTY OF KAUA‘I
GRANT AGREEMENT

Enter organization/grantee’s name and grant year

This Grant Agreement is made between the County of Kaua‘i, whose mailing address is 4444 Rice Street, Līhu‘e, Hawai‘i 96766 (“COUNTY”) and Enter organization/grantee’s legal name, a nonprofit Enter type of legal entity, e.g. organization, corporation, or unincorporated association, whose principal mailing address is Enter organization/grantee’s address(es) (“GRANTEE”).

RECITALS

WHEREAS, Kaua‘i County Code (“KCC”) Title III, Chapter 6, Article 3 establishes standards for the appropriations of public funds to private organizations providing programs and services which the COUNTY has determined to be in the public interest;

WHEREAS, grants made pursuant to KCC Title III, Chapter 6, Article 3 are exempted from Hawai‘i Revised Statutes (“HRS”) Chapter 103D by HRS § 103D-102(b)(2)(A);

WHEREAS, the GRANTEE has submitted a Grant Application pursuant to KCC § 6-3.2(a);

WHEREAS, the COUNTY, through its review committee, finds that the Enter proposed project’s title proposed in GRANTEE’s Grant Application (“PROJECT”) yields benefits to the public of the County of Kaua‘i and accomplishes public purposes; and

WHEREAS, funds have been appropriated to be expended as grants for the purposes expressed in KCC Title III, Chapter 6, Article 3.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Grant Agreement, the COUNTY and the GRANTEE agree as follows:

1. Grant Amount. The COUNTY awards the GRANTEE a grant of Enter grant amount in numerical form for the PROJECT, which shall be disbursed pursuant to the terms of this Grant Agreement.

2. Purpose of the Grant. The GRANTEE shall use the grant funds for the PROJECT in accordance with the PROJECT Description set forth in the GRANTEE’S Grant Application and Grant Budget dated Click or tap to enter a date.. GRANTEE’S Grant Application is attached and incorporated into this Grant Agreement as “Exhibit A.” GRANTEE’S Grant Budget is attached and incorporated into this Grant Agreement as “Exhibit B.”

3. Period of Agreement; Notice to Proceed. This Grant Agreement shall be effective from the date of execution by all parties as indicated at the end of this Grant Agreement and
shall continue until Click or tap to enter a date.; provided however, that it may be extended, suspended or terminated pursuant to the terms of this Grant Agreement. GRANTEE shall not proceed with the PROJECT until the COUNTY has given it a written Notice to Proceed. If the Notice to Proceed is unduly delayed, the COUNTY may in its discretion unilaterally extend the Period of Agreement to a date set forth in the Notice to Proceed.

4. **Disbursement of Grant Funds.** Grant funds will be disbursed to GRANTEE pursuant to the Grant Disbursement Schedule attached and incorporated into this Grant Agreement as “Exhibit G.”

Written requests for payment shall be submitted with a copy of the document(s) required in the Grant Disbursement Schedule to the County of Kauai, ATTN: Enter County contact’s name, 4444 Rice Street, Suite Enter suite number, Lihue, HI 96766 or by emailing the same to Enter County contact’s email address.

5. **Separate Funds.** GRANTEE shall keep grant funds financially separate in GRANTEE’s book of accounts.

6. **Reporting Requirements.** GRANTEE shall submit quarterly progress and expense reports, and a year-end progress and expense report on the use of the funds to the COUNTY. Quarterly reports shall be due on or before the fifteenth (15th) of the month following the close of the quarter. The year-end report shall be due within ninety (90) days following the close of the fiscal year in which the money is appropriated. The quarterly progress and expense reports shall be submitted using the Quarterly Progress Report form attached as “Exhibit C” and the Quarterly Expense Report form attached as “Exhibit D.” The year-end report may also be submitted on these forms.

The reports shall contain but are not limited to:

a. Program status summary;

b. Program data summary;

c. Summary of participant characteristics;

d. Financial status report of the COUNTY funds used;

e. Financial status report of the remaining balance of COUNTY funds, if any;

f. A narrative report; and

g. Any other information requested by the COUNTY.

All reports shall be submitted to the County of Kauai, ATTN: Enter County contact’s name, 4444 Rice Street, Suite Enter suite number, Lihue, HI 96766 or emailed to Enter County contact’s email address. If the GRANTEE fails to timely submit reports, the COUNTY may take action as permitted by this Grant Agreement and deny future funding requests from the GRANTEE.
Within sixty (60) days after the completion of the PROJECT or the end of the Period of Agreement, whichever is sooner, GRANTEE shall submit a Final Report and a Final Expense Report to the County of Kauai, ATTN: Enter County contact’s name, 4444 Rice Street, Suite Enter suite number, Lihue, HI 96766 or by emailing the same to Enter County contact’s email address. The Final Report form is attached as “Exhibit E” and the Final Expense Report form is attached as “Exhibit F.”

7. Inspection and Monitoring. GRANTEE shall permit the COUNTY or its duly authorized agent(s) periodic access to any and all of GRANTEE’s programs, facilities, events or activities related to this Grant Agreement without advance formal notification or appointment, when such access is for the express purpose of monitoring, investigating, or improving policies and procedures, related to this Grant Agreement.

8. Grant Covenants:

GRANTEE agrees to:

a. Comply with all applicable Federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, or disability, 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. 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. 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. Comply with such other requirements as the COUNTY’s 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; and

e. Allow the COUNTY full access to records, reports, files and other related documents in order that it may monitor and evaluate the management and fiscal practices of the GRANTEE to assure proper and effective expenditure of COUNTY funds.

9. Other Applicable Laws. GRANTEE shall comply with any and all applicable COUNTY, State, and Federal statutes, regulations, codes, directives and guidelines related to the performance of this Grant Agreement, including any statutory law related to contracting with the State of Hawai‘i.

GRANTEE represents and warrants that:

a. The information contained in its submitted Grant Application (Exhibit A) is, to the best of GRANTEE’s knowledge, true and correct, and has complied with the criteria set forth in KCC § 6-3.2(a) by indicating that:

   i. GRANTEE is a non-profit organization, corporation or unincorporated association, chartered or otherwise engaging in charitable activities in the County of Kaua‘i;

   ii. The purpose for which GRANTEE’s non-profit corporation or association is organized provides benefits to the people of the County of Kaua‘i; and

   iii. The purposes for which GRANTEE’s non-profit corporation or association is organized and for which the grant was requested provides services or activities to meet a distinctive cultural, social or economic need and for which adequate Federal or State funding could not be secured.

b. It is not prohibited from contracting with the COUNTY under KCC § 3-1.8, in that:

   i. No COUNTY officer or employee has a substantial interest, involving services or property of a value in excess of one thousand dollars ($1,000.00), in GRANTEE’s organization, corporation or unincorporated association; and

   ii. It is not represented or assisted personally in this matter by a person who has been an employee of the COUNTY agency administering this grant within the preceding one (1) year and who participated while in COUNTY office or employment in the matter with which this Grant Agreement is directly concerned.

c. The member(s) or representative(s) of GRANTEE’s organization, corporation, or unincorporated association that agrees to and signs this Grant Agreement is authorized to enter into binding agreements or contracts on behalf of GRANTEE.

d. It is a federally registered tax-exempt 501(c)(3) organization under Section 501(a) of the Internal Revenue Code.

e. It will conduct all activities to be performed in connection with the PROJECT in a safe and prudent manner.

f. No grant funds received as direct aid will be utilized for essentially religious uses or for the purpose of inhibiting any religion.
g. No grant funds will be used to support or benefit any private school.

h. It will obtain prior COUNTY approval for any proposed condition or limitation on participation in any event funded by the PROJECT grant, including, but not limited to, a condition or limitation related to the theme of the event, the participants, or the duration of the event. Any proposed condition or limitation must be reasonable, viewpoint-neutral, and non-discriminatory.

11. **GRANTEE Personnel.** GRANTEE shall secure, at its own expense, all personnel required to perform this Grant Agreement. GRANTEE and its employees and agents are not by reason of this Grant Agreement, agents or employees of the COUNTY for any purpose and shall not be entitled to claim or receive from the COUNTY any vacation, sick leave, retirement, workers’ compensation, unemployment insurance, or other benefits provided to COUNTY employees.

12. **Suspension; Repayment; Withholding.**

   a. **Suspension.** The COUNTY may suspend this Grant Agreement in whole or in part and any disbursements thereunder for failure of the GRANTEE to comply with any term or condition of this Grant Agreement. Upon suspension, the COUNTY shall inform the GRANTEE in writing of the basis for the suspension. The GRANTEE shall have ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, in which to respond with a plan agreeable to the COUNTY for corrective action. If no plan is approved or the approved corrective action is not taken, the COUNTY may take further action as authorized by this Grant Agreement and/or permitted by law.

   b. **Repayment and Withholding.** GRANTEE shall repay the COUNTY for any amounts disbursed which the COUNTY determines were: 1) not used for authorized purposes; 2) used in violation of Federal, State, or COUNTY statutes, regulations, or guidelines; 3) unspent by the date of expiration or termination of this Grant Agreement; and/or 4) otherwise inconsistent with this Grant Agreement. The COUNTY may also withhold further disbursements or reimbursements to GRANTEE. The COUNTY shall inform the GRANTEE in writing when repayment or withholding is required and the basis thereof. The GRANTEE shall have ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, in which to respond to the COUNTY’s determination with a plan for corrective action. The COUNTY has sole discretion to agree to the plan, to proceed with ordering the repayment of the grant funds and/or withholding of any allowable reimbursement, or take further action as authorized by this Grant Agreement and/or permitted by law. If the Grant Agreement is terminated, repayment shall be made pursuant to the Termination provision in Item 14.
13. **Modification of Grant Agreement.** The COUNTY may, in its sole discretion, authorize changes that are within the scope of the PROJECT, budget reallocations that are within the Grant Amount, and extensions of the Period of Agreement. Other than the foregoing, this Grant Agreement shall not be changed, modified, amended or waived, except by a written agreement executed by duly authorized representatives of the COUNTY and GRANTEE.

14. **Termination.** This Grant Agreement may be terminated in its entirety or in part:

   a. By the COUNTY:

      i. If GRANTEE refuses, fails, or is unable to perform any provision of this Grant Agreement with such diligence as will ensure its satisfactory completion within the time specified in this Grant Agreement, or any extension thereof, or commits any substantial breach of this Grant Agreement. Upon GRANTEE’s refusal, failure, or inability to perform, or substantial breach, the COUNTY shall notify the GRANTEE in writing of the non-performance or breach. If not cured within ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, the COUNTY may terminate this Grant Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

      ii. Without cause by delivering written notice to GRANTEE personally or by mail to its address listed in this Grant Agreement thirty (30) calendar days before the effective date of such termination.

   b. By mutual written agreement of the parties to this Grant Agreement.

Within thirty (30) calendar days of any termination, unless otherwise directed by the COUNTY, GRANTEE shall transfer to the COUNTY any grant funds on hand at the termination of this Grant Agreement and any property acquired or improved in whole or in part with grant funds.

15. **Costs Incurred Due to Suspension or Termination.** The COUNTY shall not reimburse the GRANTEE for any costs incurred by the GRANTEE during suspension or after termination of this Grant Agreement, unless the COUNTY authorizes such costs in writing.

16. **INDEMNIFICATION, DUTY TO DEFEND, AND RELEASE; Claim Notice.**

   a. GRANTEE shall indemnify, defend, release, and hold harmless the COUNTY, its officers, employees, contractors, and agents from and against any and all losses, liabilities, claims, and causes of actions arising directly or indirectly from the errors, omissions, or acts of GRANTEE’s officers, directors, partners, employees, contractors, and agents in the performance of or in connection with this Grant Agreement.
b. The COUNTY shall give GRANTEE reasonable written notice (a "Claim Notice") of any losses or discovery of facts on which the COUNTY intends to base a request for indemnification or duty to defend. The COUNTY’s failure to provide a Claim Notice to GRANTEE does not relieve GRANTEE of any liability that GRANTEE may have to the COUNTY, but in no event shall GRANTEE 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 shall 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). The COUNTY shall furnish promptly to GRANTEE copies of all papers and official documents received in respect of any losses.

17. Competitive Bidding. GRANTEE shall obtain competitive bids for goods and services to be purchased with these funds, wherever possible.

18. 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.

19. 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 but not limited to, those stated in this Grant Agreement; suspension or debarment from Federal, State, and COUNTY grants; and civil and/or criminal penalties.

20. Campaign Contributions Prohibited. GRANTEE acknowledges the applicability of HRS § 11-205.5, 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.

21. Public Documents. Documents submitted pursuant to this Grant Agreement will become public documents to the extent required by the Uniform Information Practices Act, Chapter 92F, HRS.


a. Headings. All headings are for convenience only and shall not affect the interpretation of this 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 this Grant Agreement, nor any failure to exercise any right or remedy consequent upon a
breach of any covenant, term, or condition of this 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 this 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 this 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 this Grant Agreement, as well as all continuing obligations indicated in this Grant Agreement, shall survive, completion and acceptance of performance and termination, expiration or completion of this Grant Agreement.

e. **No third-party obligations.** Except as may be specifically set forth in this Grant Agreement, none of the provisions of this 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 this Grant Agreement.

f. **Actions of the COUNTY in Its Governmental Capacity.** Nothing in this Grant Agreement shall be interpreted as limiting the rights and obligations of the COUNTY in its governmental or regulatory capacity.

g. **Governing Law.** This 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. **Remedies.** The remedies provided in this Grant Agreement shall be cumulative and shall not preclude the COUNTY of any other rights or from seeking any other remedies permitted by law.

i. **Assignment and Subcontracts.** The GRANTEE may not assign rights or duties, or subcontract delivery of services from this Grant Agreement without the prior written consent of the COUNTY. Such consent shall not relieve the GRANTEE of liability in the event of a breach by its assignee.

j. **Counterparts and Electronic Signatures.** This 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 as indicated at the end of this Grant Agreement. 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 this Grant Agreement, any required reports, and any other documents necessary to effectuate this Grant Agreement.
k. **Approved as to Form and Legality.** The terms of this Grant Agreement Template have been approved as to form and legality by the County Attorney as required by the Charter of the County of Kauai. No modification of any term herein, other than the completion of the fillable fields, is permitted without the express written approval of the County Attorney or a Deputy County Attorney. Any such modification made without the express written approval of the County Attorney or a Deputy County Attorney will result in the revocation of the approval as to form and legality.

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

**COUNTY OF KAUA‘I**

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**Enter organization/grantee’s name**

**Enter name of grantee signor.**

**Enter title of grantee signor.**

**APPROVAL RECOMMENDED**

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**SAMPLE**
EXHIBIT C - INNOVATION GRANT PROGRESS REPORT

Must be submitted on or before the 15th of each month following the end of each quarter as applicable (quarters run Jan-March, Apr-June, July-Sept and Oct-Dec) until completion of the project or the end of the contract period.

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1) Describe how County Grant funds were used during the quarter in the development and implementation of the project.

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.

4) Describe your next major steps for this project/program.
5) Describe any Project changes, issues, concerns.

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

7) Additional Comments:

Submitted by:

________________________________________________________________________

Name & Title Date

________________________________________________________________________

Email Phone

For Staff Use Only:

Date Received: _____________ Accepted by: _____________ Date: _____________
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**GRANT EXPENDITURE REPORT:**

1. Fill in your Name & Title & Contact Information, Project Name and Reporting Period end date.
2. Your budget numbers are pre-filled in. You should not change these unless you have an approved amendment from the Director of the Office of Economic Development.
3. Fill in your Administrative Costs: Administrative costs are those expenses incurred by grant recipients or sub-recipients in support of the day-to-day operations of their projects.
4. Fill in your Operating (or Program) Expenses: These should be directly related to any resources required to carry out the program or project which is being funded.
5. Fill out any "other" expenses that do not fall into the two categories above. Be sure to explain what these are in the Budget Narrative sheet below.
6. If you need to explain an expense item, please use the budget narrative sheet below.
7. Sign and date the document and send to your OED Contact via oedgrants@kauai.gov.

**Contact Name, Title & Phone Number:**
Please complete the following information (use organization Letterhead if possible):

A. Organization Information
   a. Name & Mailing Address:
   b. Contact Name including telephone number and email address.
   c. Project Name:
   d. Award Amount:

B. Project Summary, describing in the following a brief paragraph:
   a. The purpose of the program or project;
   b. The intended demographic profile and number of people that were to benefit from the program or project as described in the grant proposal (if applicable);
   c. The actual demographic profile and number of people who benefited from the program or project as described in the grant proposal (if applicable);
   d. The key activities of the program or project;
   e. If you have not submitted them already, please include 3+ photos of the program or project in action as separate .jpg or .png attachments.

C. Outcomes (This section should complete the majority of your report);
   a. List the intended outcomes and timelines of the program or project (from the original application);
   b. Provide evidence from the data collected to support whether program/project outcomes were achieved (quantitative and qualitative impact);
   c. If any intended outcomes were not achieved, indicate the reasons;
   d. Indicate any unintended outcomes which were achieved (positive and negative).

D. Conclusions
   a. Describe how the program or project could be altered to improve its results;
   b. Describe future plans for the project;
   c. Describe plans to fund the project in the future.
# GRANT EXPENDITURE REPORT

**Project Name:**

**Budget - County Cash**

**Budget - Other Cash**

**Budget - In-Kind**

**Total Project Budget**

**Total Actual**

**Total Other Cash**

**Total In-Kind**

**Total Project Expense**

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**GRANT EXPENDITURE REPORT**:  

1. Fill in your Name & Title & Contact Information, Project Name and Reporting Period end date.  
2. Your budget numbers are pre-filled in. You should not change these unless you have an approved amendment from the Director of the Office of Economic Development.  
3. Fill in your Administrative Costs: Administrative costs are those expenses incurred by grant recipients or sub-recipients in support of the day-to-day operations of their programs.  
4. Fill in your Operating (or Program) Expenses: These should be directly related to any resources required to carry out the program or project which is being funded. These can include salaries, supplies, travel and other resources.  
5. Fill out any "other" expenses that do not fall into the two categories above. Be sure to explain what these are in the Budget Narrative sheet below.  
6. If you need to explain an expense item, please use the budget narrative sheet below.  
7. Sign and date the document and send to your OED Contact via oedgrants@kauai.gov