

GRANT AGREEMENT CERTIFICATION

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

<u>Appropriation</u> <u>Index</u>	<u>Title</u>	<u>Amount Required</u>
<u>917745B</u> ✓	<u>MEO TRANSPORTATION SVC-GN FND (6317)</u>	<u>\$ 6,180,013.00</u>

GRANT AGREEMENT G 4546 MAUI ECONOMIC OPPORTUNITY, INC.

Dated this 3 day of AUGUST 2017
Grant Period: July 1, 2017 - June 30, 2018



DANILO F. AGSALOG
Director of Finance

MEO Transportation
Services for DHHC
ORDINANCE NO. 4456 (FY2018)

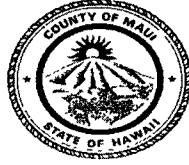
FY 2018

jh

Handwritten notes:
2017 08/19/17

Handwritten notes:
Jh
8/19/17

ALAN M. ARAKAWA
Mayor



DANILO F. AGSALOG
Director of Finance

MARK R. WALKER
Deputy Director of Finance

COUNTY OF MAUI
DEPARTMENT OF FINANCE
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

August 15, 2017

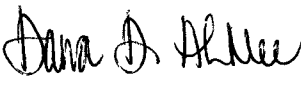
Maui Economic Opportunity, Inc.
P.O. Box 2122
Kahului, HI 96733

RE: MEO TRANSPORTATION SERVICES
GRANT NO. G4546

Dear Maui Economic Opportunity, Inc.:

Transmitted is a copy of the fully executed grant agreement for your file.

Sincerely,


Danilo F. Agsalog
Director of Finance

DFA:dda
Enclosure

xc: Department of Transportation

GRANT AGREEMENT OF COUNTY FUNDS

G4546

<u>Source of Funds:</u>	917745B/6160	
	MEO Transportation Services	
	General Fund Operation	\$6,180,013.00
<u>Total Certification Requested from County:</u>		\$6,180,013.00

THIS AGREEMENT, made this 16th day of August, 2017, by and between MAUI ECONOMIC OPPORTUNITY, INC., ("MEO"), a Hawaii nonprofit corporation, whose mailing address is P. O. Box 2122, Kahului, Maui, Hawaii 96733, hereinafter called the "GRANTEE", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, the County Council and the Office of the Mayor of the County of Maui have determined that it is in the public interest to provide COUNTY funds for transportation services for the youth, elderly, disadvantaged, disabled persons, persons in rural areas, non-emergency transportation services for kidney dialysis patients and the general public; and

WHEREAS, the Office of the Mayor and the Department of Transportation of the County have reviewed and approved the GRANTEE'S application for a grant of COUNTY funds in furtherance of these public purposes;

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

A Scope of Work. GRANTEE shall furnish, supply and pay for labor, transportation, materials, tools, equipment and other costs and expenses necessary to provide transportation services in accordance with the terms and conditions of this Grant Agreement. GRANTEE shall provide transportation services as described in Attachment (1), Exhibits "A" through "M", attached hereto and made a part hereof.

B. Project Budget. The COUNTY agrees to make available as a grant to the GRANTEE, a sum not to exceed SIX MILLION ONE HUNDRED EIGHTY THOUSAND THIRTEEN AND NO/100 DOLLARS (\$6,180,013.00), in grant funds. GRANTEE agrees to use the grant funds for salaries and other operational costs for implementation of transportation services for the youth, elderly, disadvantaged, disabled persons, persons in rural areas, non-emergency transportation services for kidney dialysis patients and the general public as set forth in this Agreement and in accordance with the Budget attached hereto as Exhibit "L".

C. Performance Schedule. The duration of this agreement will be from July 1, 2017 to June 30, 2018.

D. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Program in accordance with the General Terms and Conditions in Exhibit "M" attached hereto and made a part hereof.

E. Reporting Requirements. The GRANTEE shall submit to the COUNTY: (1) A monthly statistical report by the tenth (10th) day of each month that provides passenger counts by program and

geographical region; and (2) A Quarterly Allotment Request due not later than the thirtieth (30th) day of the month, following the end of the quarter, as follows:

<u>Report Period</u>	<u>Due to the County No Later Than</u>
First Quarter (July-Sept 2017)	October 31, 2017
Second Quarter (Oct-Dec 2017)	January 31, 2018
Third Quarter (Jan-Mar 2018)	April 30, 2018
Fourth Quarter (Apr-Jun 2018)	July 31, 2018

The Quarterly Allotment Requests shall be submitted in a timely manner and authenticated as to its accuracy by the GRANTEE, verified by a designated COUNTY official, and shall include a certification by the GRANTEE that the work for which payment was received was performed in accordance with the terms of this Agreement.

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

GRANTEE:


MAUI ECONOMIC OPPORTUNITY, INC.

By Debra A. Cabebe
(Signature)


Debra A Cabebe
(Print Name)

Its CEO
(Title)

COUNTY OF MAUI


By 
~~ALAN M. ARAKAWA~~ Keith A. Regan
Its Mayor ~~Managing Director~~

APPROVAL RECOMMENDED:


DON MEDEIROS
Director, Department of
Transportation


LYNN ARAKI-REGAN
Budget Director

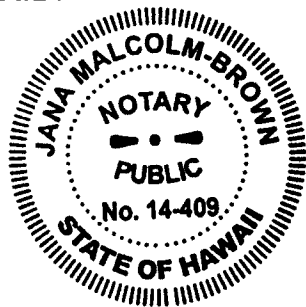
APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

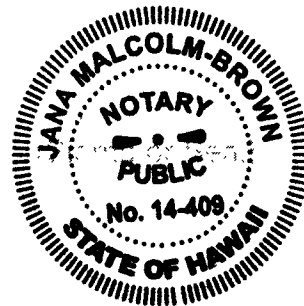
On this 21st day of JULY, 2017,
before me personally appeared DEBRA A. CABEBE, to me
personally known, who, being by me duly sworn or affirmed did say
that such person executed the foregoing instrument as the free act
and deed of such person, and if applicable in the capacity shown,
having been duly authorized to execute such instrument in such
capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal.



Jana Malcolm-Brown
Notary Public, State of Hawaii
Print Name: JANA MALCOLM-BROWN
My commission expires: 11/16/18

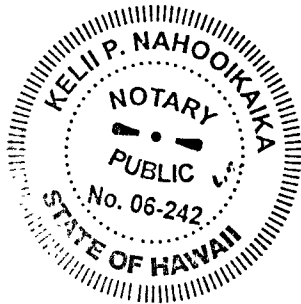
NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>NOT DATED AT TIME OF NOTARY</u>	# Pages: <u>35</u>
Notary Name:	<u>JANA MALCOLM-BROWN</u>	Judicial Circuit: <u>21D</u>
Doc. Description:	<u>COUNTY OF MAUI - DEPT</u> <u>OF TRANSPORTATION - GRANT</u> <u>AGREEMENT G4546</u>	
Notary Signature:	<u>Jana Malcolm-Brown</u>	
Date:	<u>7/21/17</u>	



STATE OF HAWAII)
) SS.
 COUNTY OF MAUI)

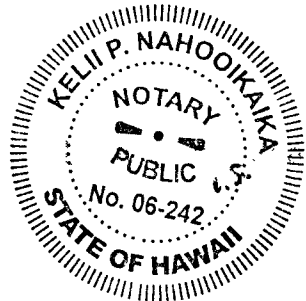
On this 15th day of August, 2017, before me personally appeared ~~ALAN M. ARAKAWA~~ Kelii P. Nahookaika to me personally known, who being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said ~~ALAN M. ARAKAWA~~ Kelii P. Nahookaika acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Kelii P. Nahookaika
 Notary Public, State of Hawaii
 Print Name: KELII P. NAHOOIKAIKA
 My commission expires: 4 30 18

NOTARY PUBLIC CERTIFICATION	
Doc. Date: <u>8 15 17</u>	# Pages: <u>35</u>
Notary Name: <u>KELII P. NAHOOIKAIKA</u>	Judicial Circuit: <u>2nd</u>
Description: <u>grant agreement of county funds</u>	
Notary Signature: <u>Kelii P. Nahookaika</u>	
Date: <u>8 15 17</u>	



TRANSPORTATION SERVICES
FY 2018

TARGET POPULATION:

Maui County's youth, elderly, disabled, low-income individuals, persons with special needs, and disadvantaged individuals not served by public transit.

SCOPE OF WORK:

GRANTEE, Maui Economic Opportunity, Inc. (GRANTEE), shall furnish, supply and pay for labor, transportation, materials, tools, equipment and other costs and expenses necessary to provide transportation service in accordance with the terms and conditions described in Exhibits "A" through "K" attached hereto and made part of hereof.

BUDGET:

The County of Maui agrees to provide grant funds in the amount of \$6,000,440 for salaries and other operational costs for the implementation of transportation services as described in the exhibits attached hereto and set forth in the attached budget.

General Services..... \$ ~~6,180,013~~

PERFORMANCE SCHEDULE:

The duration of the agreement shall be from July 1, 2017 to June 30, 2018

GENERAL CONDITIONS:

1. GRANTEE shall ensure that all vehicles are safe to operate, that all drivers are properly certified to operate the vehicle and all equipment thereon, that all drivers are trained to safety standards and in First Aid and CPR, and that all vehicles will carry first aid supplies to cover basic first aid emergencies.
2. GRANTEE shall utilize Ecolane software and all necessary hardware for scheduling and dispatching to comply with National Transportation Database and FTA reporting. All information and/or reports gathered from the system shall be made fully accessible to Maui Department of Transportation (MDOT) for monitoring and reporting purposes. GRANTEE shall provide ongoing training and support to all personnel utilizing the software and hardware (drivers, dispatch, schedulers, etc.) to ensure accuracy of all input.
3. Grantee shall provide data as requested by MDOT on a periodic basis, where such information is needed to prepare reports, comply with audits or evaluate programs on a cooperative basis.
4. To the extent possible, GRANTEE shall provide consistent and reliable service, especially in the pick-up, arrival, and return of the clients, taking into consideration possible emergencies or unforeseen delays.

5. GRANTEE shall assist passengers as they board and exit vehicles.
6. New clients for all county funded programs must be properly assessed by GRANTEE before they can be placed on GRANTEE'S transportation pickup list. The sponsoring program or individual shall submit an appropriate application, with supporting documentation if required. Within two (2) weeks from the date the GRANTEE receives the application the GRANTEE shall conduct a site inspection and inform the sponsoring program and/or client if and when service can begin. Clients who will be picked up at previously approved sites do not require the site inspection.
7. GRANTEE shall conduct an orientation for all new clients covering the following:
 - The date that initial pick-up shall begin.
 - The designated location (pick-up station) where they should wait for pick up.
 - The time that they shall be picked-up.
 - Donation policy and procedures.
 - Whom to call to temporarily suspend service.
 - Review of rider rules.
8. In the event the GRANTEE is unable to accept a new client for whatever reason, or the GRANTEE must terminate service to a current client, the GRANTEE shall consult with the County prior to taking adverse action. Upon County concurrence, the GRANTEE shall notify the client and the sponsoring agency (if any), in writing of the reason for the denial or termination. Notification shall be sent via certificated mail.
9. GRANTEE shall make every effort to pick up clients on or before their designated pick-up time. Sponsoring agencies shall remind their clients that they must be present and ready for pick-up at their designated time and location. Buses shall not remain at a pick-up location more than five (5), (ten (10) for dialysis trips), minutes beyond the designated pick-up time.
10. GRANTEE shall provide information to clients/caregivers/agencies regarding routes, pick-up points, pick up and return times, and changes in the schedule. If pick-up times or return times vary from the established schedule the GRANTEE shall inform the clients/caregivers/agencies of the change.
11. In the case of an emergency, if the GRANTEE must delay or is unable to provide service, the GRANTEE shall notify affected programs as soon as practical. Depending on the situation (type of emergency, time of day, location of client, etc.), the GRANTEE and sponsoring agencies shall jointly determine who shall notify the clients.
12. GRANTEE shall report accidents involving program clients to appropriate sponsoring agency as soon as practical but not later than 24 hours after the occurrence.
13. GRANTEE may, with a thirty (30) day advance notice, conduct up to three (3) staff training days during this grant period. GRANTEE shall coordinate training days with sponsoring agencies to avoid disruption of services.
14. GRANTEE shall conduct annual client satisfaction surveys for all services. A report containing aggregate survey findings and copies of the survey instruments shall be

distributed to the COUNTY.

15. Any transportation request that is not included in the grant shall be considered utilizing the following criteria:
 - a. The request is in the best interest of the client.
 - b. It is safe for the client and the GRANTEE.
 - c. The GRANTEE has available resources.

16. GRANTEE shall issue bus rules to all riders prior to the first ride.

EXHIBIT SCHEDULE

Exhibits A-M

- A. SENIOR SERVICES TRANSPORTATION
- B. NUTRITION PROGRAM TRANSPORTATION
- C. KA LIMA O MAUI, EASTER SEALS AND ARC OF MAUI TRANSPORTATION SCHEDULE
- D. EMPLOYMENT TRANSPORTATION FOR PERSONS WITH DISABILITIES, LOW-INCOME, OR ECONOMICALLY CHALLENGED
- E. RURAL SHOPPING SHUTTLES
- F. YOUTH TRANSPORTATION PROGRAM
- G. ~~MAUI ADULT/NIHEI VETERANS DAY CARE, HALE MAKUA DAY HEALTH (Will provide service on County and State holidays. Will not provide service on Federal holidays.~~
- H. COMMUNITY TRANSPORTATION NEEDS
- I. ALA HOU TRANSPORTATION
- J. DIALYSIS
- K. RIDER RULES
- L. TOTAL TRIPS PROVIDED AND NUMBER OF UNDUPLICATED CLIENTS SERVED
FEDERAL POVERTY GUIDELINES
- M. GENERAL TERMS & CONDITIONS

EXHIBIT "A"
SENIOR SERVICES TRANSPORTATION

SENIOR SERVICES TRANSPORTATION

Senior Services allow seniors to participate in activities and events with Kaunoa Senior Services and throughout the community. Some clients may require house-to-house pick up and returns. Each route shall be assigned at least one vehicle. Schedules will be based on requests and availability of resources.

Frequency	Pick-up and Return Points	Arrival Time
2 times/week	Paia, Haiku, Kihei, Wailea, Kaunoa	Morning / Afternoon
3 times/week	Kula, Makawao Pukalani, Haliimaile, Kaunoa	Morning / Afternoon
4 times/week	Kahului, Wailuku, Waikapu, Kaunoa	Morning / Afternoon
8 times/month (including Saturday)	To be designated by Kaunoa for Pacesetter activities	Morning / Evening
1 time/year Senior Fair	Curb to curb and/or designated sites	Morning / Afternoon
3 times/year Senior Club Excursions (Maui & Molokai)	Curb to curb and/or designated sites	Morning / Afternoon/ Evening
1 time/year Kupuna Aloha Luncheon	Curb to curb and/or designated sites	Morning / Afternoon
176 trips per year (including Saturday) Leisure/Wellness and Nutrition Excursions	Curb to curb and/or designated sites	Morning / Afternoon/ Evening
Senior Club Meetings	Curb to curb and/or designated sites	Morning
3 times/year Lanai Senior Club Excursions	Designated Senior Club	Morning / Afternoon;

Estimated trip count per year **23,350**

A. Kaunoa Leisure/Wellness -Scheduled days and arrival and return times are determined based on the needs of the clients and through mutual agreement between Kaunoa and the GRANTEE. In addition, Kaunoa may request additional service based on the needs of its clients and the GRANTEE's availability of resources. Kaunoa shall give at least a two (2) week written notice to the GRANTEE to properly arrange for the additional service.

B. Senior Fair - Seniors are transported to and from the senior fair with pickups from and returns to various sites, as well as curb to curb service for clients who are unable to meet at a site.

C. Senior Club Excursions - Senior clubs that are members of the Senior Planning and Coordinating Council on the islands of Maui, Molokai and Lanai are allotted up to three (3) excursions per fiscal year. In addition to the three (3) excursions, senior clubs may attend either the Lani Fest or Haiku Fest. Additional excursions may be granted based on the GRANTEE's availability of resources. All

excursion reservations must be made at least two (2) weeks in advance.

D. Kupuna Aloha Luncheon - Seniors are transported to and from the Annual Kupuna Aloha Party with pickups from and returns to various sites. Curb to curb service is available for clients who are not able to meet at a site.

E. Kaunoa Leisure/Wellness and Nutrition Excursions - Transportation service is provided for excursions for clients participating in the Kaunoa Leisure/Wellness and Nutrition programs. Additional excursions may be granted based on the GRANTEE's availability of resources. All excursion reservations must be made at least two (2) weeks in advance. GRANTEE shall confirm receipt of all excursion reservation requests to the appropriate Kaunoa program. GRANTEE shall notify the respective Kaunoa program seven (7) days prior to the excursion of any revisions (i.e. house to house lists, center lists, etc.) made to excursion reservations.

F. Lanai Excursions - Senior clubs on Lanai are transported three (3) times per year to and from the harbor allowing members to participate in excursions on the island of Maui. Additional excursions may be granted based on the GRANTEE's availability of resources. All excursion reservations must be made at least two (2) weeks in advance.

G. Meetings - Senior Club members are provided site or curb to curb transportation taking members to and from various senior club meetings. Additional services may be granted based on the GRANTEE's availability of resources. All reservations must be made at least two (2) weeks in advance.

The General Conditions listed above apply, along with the following:

1. Clients shall not ride the bus continuously for more than one (1) hour unless they reside more than twelve (12) miles away from their final destination.

2. Any delay in pick-ups from Kaunoa sites shall be relayed to Kaunoa as soon as possible. Kaunoa shall inform clients at the site of the delay.

3. Grantee staff shall notify senior club coordinators and/or senior club presidents of any delay to senior club meeting and excursion pick up or drop off times.

4. GRANTEE shall gather and maintain daily records tracking the number of passengers picked-up and returned for each route. Information shall be used to analyze needs of the clients.

5. Kaunoa staff shall be responsible for communicating any changes in the regularly scheduled runs described in Item A above to its clients.

6. Grantee shall be responsible for communicating to the Maui Senior Planning and Coordinating Council (P&CC) any changes that affect the Maui, Molokai or Lanai Senior Club excursions or meetings.

7. GRANTEE shall consult with Kaunoa and the Senior Planning and Coordinating Council to avoid conflicts between major transportation events and trips planned by Kaunoa or the Senior Clubs. The

P&CC, Kaunoa and GRANTEE shall work out an alternative schedule should a conflict occur.

8. At the request of Kaunoa's Leisure/Wellness program, and given a two (2) week advanced notice, GRANTEE shall make amendments or deviations of the above schedule to include changes in pick-ups or returns, times, service days or site based on the needs of the clients. In addition, the GRANTEE shall provide notice to the Leisure/Wellness program office of delays that will deviate 15 minutes or more from times provided on reservation requests.

9. The County of Maui Transportation Department shall monitor bus transportation services. Service will be adjusted as needed. The GRANTEE and Kaunoa shall meet no less than quarterly to discuss and resolve issues pertaining to bus transportation. The GRANTEE shall meet separately with the P&CC officers to discuss transportation services. A written overview of the discussion and agreed upon remedies shall be maintained by the GRANTEE. Documentation from these meetings shall be included in the GRANTEE's quarterly reports.

10. GRANTEE shall provide blackout calendar dates to Kaunoa, Senior Clubs and MDOT at the beginning of the contract year. Should any dates change, GRANTEE shall notify Kaunoa, Senior Clubs and MDOT of any changes.

11. GRANTEE shall not provide service on Federal, State, and County holidays.

EXHIBIT "B"
NUTRITION PROGRAM TRANSPORTATION

Nutrition program transportation service allows elderly and disabled clients the opportunity to participate in Kaunoa Senior Services' Congregate Nutrition program. Clients are transported from designated pick-up sites to the following congregate dining sites:

Congregate Nutrition Sites	Service Days	Drop Off / Return Time
Hale Mahaolu Akahi	Monday-Friday	8:30 a.m. / 11:30 a.m.
Hale Mahaolu Elua	Monday/Wednesday/Friday	8:30 a.m. / 11:30 a.m.
Kahului Union Church	Tuesday/Thursday	8:30 a.m. / 11:30 a.m.
Kihei	Tuesday/Friday	8:30 a.m. / 11:30 a.m.
Kula	Tuesday/Friday	8:30 a.m. / 11:30 a.m.
Lahaina/Honolua (West side)	Monday/Wednesday/Friday	8:30 a.m. / 12 noon
Paia/Haiku (Upcountry)	Monday/Thursday	8:30 a.m. / 11:30 a.m.
Makawao, Haliimaile, Pukalani (Upcountry)	Monday/Thursday	8:30 a.m. / 11:30 a.m.
Wailuku	Monday/Wednesday	8:30 a.m. / 11:30 a.m.
Waikapu	Tuesday/Friday	8:30 a.m. / 11:30 a.m.
Hana/Keanae	Tuesday/Thursday/Friday	8:30 a.m. / 11:30 a.m.
Molokai	Monday - Friday	8:30 a.m. / 12 noon
Lanai	Monday - Friday	9:00 a.m. / 11:30 a.m.

Estimated trip count per year **22,000**

The General Conditions listed above apply, along with the following:

1. Any delay in pick-ups from Kaunoa's Congregate Nutrition sites shall be relayed to the site as soon as possible. Kaunoa shall inform clients at the Congregate Nutrition site of the delay.
2. Clients shall not ride the bus continuously for more than one (1) hour unless they reside more than twelve (12) miles away from their final destination.
3. GRANTEE shall gather and maintain daily records tracking the number of passengers picked-up and returned for each route. Information shall be used to analyze needs of the client and Kaunoa Senior Services.
4. Kaunoa staff shall be responsible for communicating any changes to the regularly scheduled runs described in Exhibit B to its clients.
5. At the request of Kaunoa's Congregate Nutrition program, and given a two (2) week advanced notice, GRANTEE shall make amendments or deviations of the above schedule to include changes in pick-ups or returns, times, service days or site based on the needs of the clients.
6. GRANTEE shall not provide service on Federal, State and County holidays.

EXHIBIT "C"

KA LIMA O MAUI, EASTER SEALS AND ARC OF MAUI TRANSPORTATION SCHEDULE

Specialized transportation for clients with special needs who participate in program activities at Ka Lima O Maui and Easter Seals. Most clients require house-to-house pick up and returns.

Ka Lima and Easter Seals are identified as adult clients with special needs and/or disabilities. This includes, but is not limited to, the following groups:

- 1) Chronically mentally ill
- 2) Physically disabled
- 3) Developmentally disabled
- 4) Economically disadvantaged

Service Area	Service Days	Drop Off / Return time
Kahului	Monday-Friday	8:00 a.m. / 2:10 p.m.
Wailuku	Monday-Friday	8:00 a.m. / 2:10 p.m.
Upcountry	Monday-Friday	8:00 a.m. / 2:10 p.m.
Kihei	Monday-Friday	8:00 a.m. / 2:10 p.m.

Estimated trip counts per year 16,000

The General Conditions listed above apply, along with the following:

- 1. Typically clients shall be transported to the designated site to arrive no later than 8:00 a.m. and be picked up no later than 2:10 p.m., however later returns are available based on client needs and availability of resources.
- 2. Service is provided five (5) days per week, Monday through Friday, excluding Federal, State and County holidays.
- 3. Clients shall not ride the bus continuously for more than one (1) hour unless they reside more than twelve (12) miles away from their final destination.
- 4. At the request of the agency, client and/or caregiver, and given a two (2) week advanced notice, GRANTEE shall make amendments or deviations of the above schedule to include changes in pick-ups or returns, times, and service days based on the needs of the clients.

EXHIBIT "D"
EMPLOYMENT TRANSPORTATION FOR PERSONS WITH DISABILITIES,
LOW-INCOME OR ECONOMICALLY CHALLENGED

To eliminate barriers to finding and maintaining employment and promote self-sufficiency, employment transportation assists adults with special needs, and low income or economically challenged individuals get to and from work.

Low income individuals may receive service for up to one (1) year of employment. To continue to receive service beyond the year an individual's income may not exceed 125% of the Federal Poverty Guidelines and thereafter must submit a bi-annual income verification. Exceptions shall be granted for individuals who are over-income and due to work hours and/or location are unable to secure an alternate means of transportation to get to and from work.

Special Needs individuals shall receive service regardless of income if the individual is enrolled in an employment and training program, or if due to work hours and/or location the individual is unable to secure an alternate means of transportation.

Service shall be available throughout the communities of central, south, west, and upcountry Maui.

Service Area	Service Days (Excludes Holidays)	Pick Up / Return Time
Kahului/Wailuku (Central)	Monday-Saturday	Morning/Afternoon/Evening,
Lahaina/Honolua (West)	Monday-Saturday	Morning/Afternoon/Evening,
Kihei (South)	Monday-Saturday	Morning/Afternoon/Evening,
Makawao/Pukalani/Kula (Upcountry)	Monday-Saturday	Morning/Afternoon/Evening,

Estimate trip counts per year **16,800**

The General Conditions listed above apply, along with the following:

1. GRANTEE shall provide this service six (6) days per week, Monday through Saturday, excluding Federal, State and County holidays. Monday through Saturday pickup and drop-off times will be flexible (between 5:00am and 10:00 p.m.) based on client needs.
2. Clients shall not ride the bus continuously for more than one (1) hour unless they reside more than twelve (12) miles away from their final destination.
3. Should a rider fail to appear within five minutes of a scheduled ride, he/she shall be marked as a "no show". Should a rider need a ride after being marked a "no-show" he/she may request a ride under a "will call". Will call rides are scheduled based on the next available bus.

EXHIBIT "E"
RURAL SHOPPING SHUTTLES

To meet the needs of the outlying rural communities by providing curb-to-curb rides that stop at various medical, financial, and shopping facilities primarily throughout the central corridor of the islands of Maui and Molokai as well as within Lana'i City and Hana.

Service Area	Frequency	Begins & Ends
HAKU	3 times/week	8:00 a.m. - 12:30 p.m.
HALIMAILE	3 times/week	8:00 a.m. - 12:30 p.m.
HANA/KEANAE/PEAHU	4 times/week	6:30 a.m. - 1:00 p.m.
From Hana to Kahului and Return	1 time/month (2 buses on bulk shopping day)	6:30 a.m. - 2:00 p.m.
In Hana	5 times/week	8:00 a.m. - 12:30 p.m.
PAIA	3 times/week	8:00 a.m. - 12:30 p.m.
KULA	3 times/week	7:30 a.m. - 12:30 p.m.
MAKAWAO	3 times/week	8:00 a.m. - 12:30 p.m.
PUKALANI	3 times/week	8:00 a.m. - 12:30 p.m.
KAHULUI	3 times/week	8:00 a.m. - 12:30 p.m.
HALE MAHAOLU I (Akahi)	3 times/week	8:00 a.m. - 1:00 p.m.
HALE MAHAOLU II (Ehua)	3 times/week	8:00 a.m. - 1:00 p.m.
HALE MAHAOLU V (Ehima)	3 times/week	8:00 a.m. - 1:00 p.m.
HALE MAHAOLU VI (Eono) / LAHA'INA SR CENTER / PULANI	3 times/week	8:30 a.m. - 11:30 a.m.
WAIKUKU / WAIKAPU	3 times/week	8:00 a.m. - 12:30 p.m.

HALE MAHAOLEU III (Ekoia) & WAHIEE	3 times/week	8:00 a.m. - 12:30 p.m.
LAHAINA / HONOLUA	3 times/week	7:30 a.m. - 12:30 p.m.
LANALON MAUI	3 times/month	9:00 a.m. (pick up) - 3:15 p.m. (drop off)
LANAI	5 times/week	9:00 a.m. - 11:30 a.m.
KAHAKULOA	2 times/week	7:30 a.m. - 2:30 p.m.
KIHEI	3 times/week	7:30 a.m. - 12:30 p.m.
WKU COMM. CTR.	2 times/week	11:30 a.m. - 1:00 p.m.
I-SHUTTLE (Upcountry area only)	5 times/week	9:00 a.m. - 5:00 p.m.
MOLOKAI EAST	2 times/week	8:00 a.m. - 11:00 a.m.
MOLOKAI CENTRAL	2 times/week	8:30 a.m. - 10:30 a.m.
MOLOKAI WEST	2 times/week	8:30 a.m. - 10:30 a.m.
MOLOKAI EXPANDED RURAL SHUTTLE (ERS)	5 times/week	Morning/Afternoon/Evenings
MOLOKAI ERS WEST	Saturday	7:00 am - 10:45 am
MOLOKAI ERS HOOLEHUA	Saturday	7:50 am - 10:45 am
MOLOKAI ERS KUALAPUU	Saturday	7:55 am - 10:45 am
MOLOKAI ERS EAST	Saturday	8:45 am - 12:15 pm

Estimated trip counts per year 77,000 (Maui, Molokai, and Lanai)

The General Conditions listed above apply, along with the following:

1. Reservations are required for this service (EXCEPTION: Moloka'i Expanded Rural Shuttle and Hale Mahaolu specific shuttles do not require reservations). Registered clients can make reservations by contacting GRANTEE'S Transportation Office between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding Federal, State and County holidays. Reservations may be made up to 14 days (two weeks) in advance, but no later than 4:30 p.m. on the last business day prior to the requested service.
2. Articles brought on board are limited by the safety and wellbeing of all passengers. Articles must either fit comfortably in the space located under the occupied seat or on the passenger's lap. Articles are limited to a combined weight of 25 lbs.
3. Availability of ridership is on a first come, first served basis, up to the capacity of the vehicle scheduled for the route.
4. There is a thirty minute negotiation window (15/15) before or after the requested pick up time.
5. Reservations for transfers shall be scheduled no less than thirty minutes between trips up to the latest designated return time.
6. With the exception of Hana, riders shall not leave packages/articles on the bus at any time
7. GRANTEE shall provide services as listed above, except on Federal, State, and County holidays.

EXHIBIT "F"
YOUTH TRANSPORTATION PROGRAM

To provide riders for Maui County youth to and from public programs and facility locations that are important to youth ages nine to eighteen.

<u>Service Area</u>	<u>Frequency</u>	<u>Pick up / Return Time</u>
CENTRAL MAUI WAILUKU / KAHULUI	5 times/week	Post DOE school hours / Post County funded Agency hours
SOUTH MAUI KIHEI		
WEST MAUI LAHAINA/HONOLUA		
UPCOUNTRY MAKAWAO/PUKALANI/ HAIKU/PAIA		
MOLOKAI		
EAST MAUI HANA	4 times/week	Post DOE school hours / Post County funded Agency hours
CANOE REGATTA	Saturdays during Regatta season	As requested
YOUTH EXCURSION	2 times/year	As requested based on availability of resources
DOE PARENT / TEACHER CONFERENCES	4 times/year	Various parent/teacher conferences coordinated with County funded youth agencies.
INTERCESSION	5 times/week	As requested based on available resources

Estimated trip count per year

137,500

The General Conditions listed above apply, along with the following:

1. GRANTEE shall provide transportation service to youth, 9-18 years of age, along various routes that service County funded youth organizations. School children of younger age may be accommodated based upon the age limitation of the County funded agency that GRANTEE serves.
2. GRANTEE shall provide stickers to County funded youth organizations for distribution. Stickers shall be affixed to the youth's membership card or other form of identification and must be shown to the driver to gain entry to the vehicle. Stickers are issued annually in conjunction with the new school year, and phase in dates are established to allow members to obtain the new sticker without a disruption of service. GRANTEE shall supply additional stickers to organization to replace lost or worn stickers.
3. GRANTEE shall accommodate youth carrying skateboards, boogie boards and other sports or recreation equipment as is reasonable and maintains an acceptable margin for safety for riders.
4. GRANTEE shall maintain open communication with the COUNTY's Department of Transportation and youth organizations served under this grant. The GRANTEE shall coordinate quarterly meetings with stakeholders to review and discuss problems, policies and procedures, coordinate transportation related activities/events and discuss adjustments needed. A written overview of the discussion and agreed upon remedies shall be maintained by the GRANTEE. Documentation from these meetings shall be included in the GRANTEE's quarterly reports.
5. GRANTEE shall coordinate with the sponsoring organization and the parent/guardian in addressing discipline and/or behavior problems with youth riders. Youth riders shall abide by the bus rules issued by GRANTEE. (See below).
6. GRANTEE shall provide one (1) bus at eight (8) hours per excursion for each of the Youth Center clubs. Each club is qualified for two (2) excursions per year. Additional excursions will be considered based on availability of resources.
7. GRANTEE shall provide additional transportation as needed to support the various youth paddling seasons, to include the Maui Interscholastic League and summer Canoe Regatta training, competitions, etc. based on availability of resources.
8. Youth shall not ride the bus continuously for more than one (1) hour unless they reside more than twelve (12) miles away from their final destination.
9. GRANTEE shall distribute youth transportation schedules and publicize on GRANTEE's website (<http://www.meoinc.org>).
10. GRANTEE shall not provide service on Federal, State and County holidays.

EXHIBIT "G"

MAUI ADULT/NISEI VETERANS DAY CARE
HALE MAKUA DAY HEALTH

GRANTEE shall provide daily transportation service Monday through Friday (except Federal holidays). Grantees shall operate three (3) routes to the three day care centers located in Kahului/Wailuku, one (1) to the day care center in Lahaina, one (1) route to the day care center in Kihei, and one (1) route to the day care center in Hana (Hana Senior Center aka: Hale Hulu Mamo).

ROUTES

Upcountry Route shall include Pukalani, Makawao, Haiku, and Paia.

Kahului Route shall include Kahului proper.

Wailuku Route shall include Wailuku, Waiehu, and Waikapu.

Lahaina Route shall include Honolulu to Lahaina.

Hana Route shall be within the community's boundaries.

Kihei Route shall include Kihei and Wailea

Service Area	Service Days	Pick-up / Return time
Upcountry	Monday-Friday	Morning / Afternoon
Kahului	Monday-Friday	Morning / Afternoon
Wailuku	Monday-Friday	Morning / Afternoon
Lahaina	Monday-Friday	Morning / Afternoon
Hana	Monday-Friday	Morning / Afternoon
Nisei	Monday-Friday	Morning / Afternoon
Kihei	Monday-Friday	Morning / Afternoon
Excursions	2 times/month for four (4) service areas – Lahaina, Kahului, Nisei, Kihei	Morning / Afternoon
Excursions (Hana)	4 times/year	Morning / Afternoon

Estimate trip count per year **21,500**

The General Conditions listed above apply, along with the following:

1. Clients qualifying for the service are referred to GRANTEE by the Day Care Centers. GRANTEE works with caseworkers to process the intake information for verification and residence transportation accessibility.
2. Clients shall not ride the bus continuously for more than one (1) hour unless they reside more than twelve (12) miles away from their final destination.

EXHIBIT "H"
COMMUNITY TRANSPORTATION NEEDS

GRANTEE shall provide transportation service to the elderly, disabled, low income and other disadvantaged individuals.

GRANTEE shall provide service to and from the Maui County Special Fair.

Service to and from other community events may be provided when no other means of transportation is available and transport is not covered by another exhibit in this contract.

Other than the rides to and from the Maui County Special Fair, service is based on availability of resources.

Service Area	Service Days	Pick-up / Return time
Maui County Special Fair & other events	As needed	Morning / Afternoon/Evening

Estimate trip count per year 3,800

The General Conditions listed above apply, along with the following:

GRANTEE shall coordinate with Hale Mahaolu to transport authorized entrants who request transportation assistance to and from the Maui County Special Fair.

GRANTEE shall provide transportation for other community events based on community needs. Additional service will be considered based on availability of resources.

GRANTEE shall not provide individuals with rides to and from political fundraisers under this exhibit.

GRANTEE shall not provide service on Federal, State and County holidays.

EXHIBIT "I"
ALA HOU
On the Move Again

Transportation service for disabled individuals who need accessible transportation in ~~three (3)~~ areas of Maui County not serviced by the ADA Paratransit. Service areas cover Central Maui (name areas), ~~Kihei (Maui Meadows)~~, Upcountry Maui (Haiku, Haliimaile, Paia, Makawao, Pukalani, and Kula) and the island of Molokai. This service shall be demand-response, similar to paratransit service in areas of Maui not serviced by the Paratransit.

Service Area	Service Days	Hours of Service
Upcountry (Haiku, Paia, Makawao, Pukalani, Kula, Haliimaile) Central (upper Wailuku Heights, Waihee, Iao Valley)	Monday – Saturday Holidays	6:00 a.m. to 10:00 p.m. 9:00 a.m. to 5:00 p.m.
Molokai	Monday – Friday Holidays	As requested based on available resources

Estimate trip count per year **6,750**

The General Conditions listed above apply, along with the following:

1. Eligibility is limited to persons who require accessible transportation and have a physician or regulatory agency certified disability.
2. Reservations are required for this service. Registered clients can make reservations by contacting GRANTEE'S Transportation Office between the operating hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Reservations may be made up to 14 days (two weeks) in advance, but no later than 4:00 p.m. on the last business day prior to the requested service.
3. Articles brought on board are limited by the safety and wellbeing of all passengers. Articles must either fit comfortably in the space located under the occupied seat or on the passenger's lap. Articles are limited to a combined weight of 25 lbs.
4. Ala Hou clients must provide their own Personal Care Attendant (PCA) if one is needed. Clients must notify the GRANTEE when making the reservation if a PCA will be accompanying them.
5. GRANTEE shall provide holiday service at reduced hours on Federal, State and County holidays.

EXHIBIT "I"
TRANSPORTATION FOR DIALYSIS TREATMENT

To provide non-emergency medical transportation service for kidney dialysis patients in Central, South, Upcountry, and West Maui to and from the Liberty and Rainbow Dialysis Centers in Central and West Maui, and Hana patients to and from the Hana facility for life-sustaining treatment.

Service Area	Service Days	Pick-up / Return time
Central Maui	6 times / week	5:00 a.m. / 10:00 p.m.
West Maui	6 times / week	8:00 a.m. / 5:00 p.m.
Hana	As needed	As needed

Estimated trip count per year **37,700**

The General Conditions listed above apply, along with the following:

1. Clients qualifying for service are referred to GRANTEE by the Liberty and Rainbow Dialysis Centers. GRANTEE and medical caseworkers work together to process the intake information for verification and residence transportation accessibility.
2. Client's eligible for Medicaid or other insurance subsidy shall be billed and transported under that category. Those clients shall not be counted under this contract.
3. GRANTEE shall coordinate with Liberty and Rainbow Dialysis staff for client pickup and return times.
4. GRANTEE shall assign vehicles consistent with the client's condition.
5. GRANTEE shall provide limited holiday service at the request the dialysis center on Federal, State and County holidays.

RIDER RULES

All riders of shall abide by the following requirements:

1. Riders shall remain in their seat with seat belts fastened at all times. No rider may leave their seat until the vehicle comes to a complete stop. Ambulatory bus riders must exit through the front door only.
2. Riders must obey the driver, and must remain in the vehicle in case of road emergencies, unless directed otherwise by the driver.
3. Riders must keep arms and heads inside the vehicle at all times.
4. Riders must not talk to the driver while the vehicle is in motion and must refrain from loud noise, shouting, whistling, jostling, or other distracting acts while the vehicle is in motion.
5. Riders may not smoke, eat, or drink in the vehicle, with exception for medical necessity. Medical necessity must be verified by a physician.
6. Riders may not gamble, fight, spit, jostle, or engage in other inappropriate behavior in the vehicle.
7. No tampering with the vehicle or any of its equipment. Damage to seats, windows, or other parts or equipment shall be paid for by the offender or the offender's guardian.
8. No throwing of any objects while in the vehicle, or out of the vehicle window.
9. Riders shall limit packages to whatever they can carry on or off the bus in one trip. Drivers can assist with packages weighing up to 25 pounds, if assistance is needed. Objects carried in the bus must be stowed safely under the seats and away from the aisle, door and the emergency exit. Items must not be stored in aisles or on seats.
10. Riders using the service from Hana to Central Maui and from Lanai to Maui shall be limited to space available on the vehicle. The driver shall notify the rider prior to drop off carry on limits for the day.
 - a. Riders shall be mindful of the shared ride service and space limitations.
 - b. Drivers shall not be responsible for lifting and carrying any carryon item weighing in excess of 25 pounds.
11. Only the driver is permitted to open rear emergency exit door.
12. Objects stored in the back of the vehicle can only be retrieved by the rider after the vehicle has come to a complete stop, and the driver has opened the back door for unloading purposes.
13. Riders must wear dry, sand-free clothing and footwear in the bus.
14. Riders on shopping shuttles (except for Hana and Lanai) shall not leave packages/articles on the bus at any time.
15. Shuttle riders may request transfers in no less than thirty minute intervals.
16. Should a rider fail to appear within five (5) minutes of a scheduled ride, he/she shall be marked as

a "no show". Due to the nature of dialysis operations, should a dialysis patient fail to appear within ten (10) minutes of a scheduled ride, he/she shall be marked as a "no show". Should a rider need a ride after being marked a "no-show" he/she may request a ride under a "will call". Will call rides are scheduled based on the next available bus.

17. Any unauthorized use or sharing of youth transportation stickers is prohibited. Violations shall be reported to the youth organization.
18. Inappropriate behavior or noncompliance with rider rules will not be tolerated. MEO reserves the right to suspend service to any rider who violates these rules.

EXHIBIT "K"

TOTAL TRIPS PROVIDED AND NUMBER OF UNDUPLICATED INDIVIDUALS SERVED

GRANTEE shall serve a total of 5,025 individuals and will provide 362,400 trips.

125% of the FEDERAL POVERTY GUIDELINES FOR HAWAII

2017 POVERTY GUIDELINES FOR HAWAII

PERSONS IN FAMILY/HOUSEHOLD

POVERTY GUIDELINE

For families/households with more than 8 persons, add \$4,810 for each additional person.

1	\$13,860
2	\$18,670
3	\$23,480
4	\$28,290
5	\$33,100
6	\$37,910

2017 POVERTY GUIDELINES FOR HAWAII

MAUI ECONOMIC OPPORTUNITY, INC.
COUNTY OF MAUI BUDGET PROPOSAL
TRANSPORTATION SERVICES PY 2017-18
07/01/17 TO 06/30/18

Date Prepared 07/05/17

DESCRIPTION	
SALARIES	3,376,575
FRINGE BENEFITS	964,627
FRINGE-UNIFORMS	9,250
EMPLOYEE ABSTRACTS	5,000
PROFESSIONAL SERVICES - AUDIT	10,000
TRAVEL	10,500
MILEAGE	3,600
OFFICE SUPPLIES	5,000
TIRES	40,000
JANITORIAL SUPPLIES	5,000
MEETINGS AND PROGRAM SUPPLIES	13,900
COMPUTER SUPPLIES	4,000
WEB BASE SOFTWARE LICENSE & FEES	65,000
EQUIPMENT PURCHASES	92,902
SAFETY EQUIPMENT/SMALL TOOLS	2,000
PARTS-AUTO	86,000
OIL AND GREASE	21,000
GASOLINE/DIESEL	468,000
COPIES/PRINTING	9,600
POSTAGE/FREIGHT	3,600
TELEPHONE/INTERNET	38,320
UTILITIES	72,000
SPACE/RENT & SECURITY	153,600
INSURANCE	20,400
INSURANCE - BUS	228,400
PUBLIC NOTICE/ANNOUNCEMENT	3,000
SUBSCRIPTIONS & DUES	2,000
EQUIPMENT REPAIR & MAINTENANCE	5,000
VEHICLE REPAIR & MAINTENANCE	371,319
PHYSICALS	5,500
SPACE REPAIRS & MAINT/REFUSE/LANDSCAPE	71,920
STAFF TRAINING	8,000
CONTRACT AND CONSULTANTS	5,000
TOTAL	6,180,013

EXHIBIT "M"

GENERAL TERMS AND CONDITIONS

1) Method of Payment. For and in consideration of the agreements and undertakings of the GRANTEE, the COUNTY hereby agrees to pay the GRANTEE in five (5) allotments. Payments shall be disbursed as follows:

1. The first payment shall amount to 25% of the total grant award. Disbursement shall be made within twenty-one (21) days of the execution of this Agreement subject to the GRANTEE's satisfactory completion of required program description and/or budget revisions;
2. The second payment shall be an amount up to 25% of the total grant award, so long as the cumulative grant payments do not exceed 50% of the total grant award;
3. The third payment shall be an amount up to 25% of the total grant award, so long as the cumulative grant payments do not exceed 75% of the total grant award;
4. The fourth payment shall be an amount up to 15% of the total grant award, so long as the cumulative grant payments do not exceed 90% of the total grant award;; and
5. The fifth payment shall be an amount up to 10% of the total grant award, so long as the cumulative grant payments do not exceed 100% of the total grant award.

With the exception of the first payment, all payments shall be made no later than twenty-one (21) days after the receipt of the GRANTEE's request for payment, provided that the GRANTEE has met all terms and conditions of this Agreement and submits to the COUNTY a written request for advance payment in conjunction with all required reports.

The COUNTY will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of GRANTEE's Program, receipt by the COUNTY of the final written report from GRANTEE acceptable to COUNTY, and receipt of original tax clearance certificate for GRANTEE from the State of the Hawaii Department of Taxation.

2) Withholding of Payments: COUNTY may withhold any and all payments to GRANTEE if GRANTEE fails to comply with the terms of this Agreement in any manner whatsoever.

3) Program Income: "Program Income" means gross income received by GRANTEE generated from the use of COUNTY funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by GRANTEE to, or for the benefit of, its corporate directors, officers, members, employees or consultants. Discretionary use of Program Income by GRANTEE is strictly prohibited.

4) Program Monitoring: The GRANTEE shall retain and permit the COUNTY or its duly authorized agent free access to any and all GRANTEE programs, facilities, events or activities without advance or formal

notification or appointment when such access is for the express purpose of monitoring, investigating, researching or formulating programs, services, or related policies and procedures or when the COUNTY is otherwise in the pursuit of any official business relative to any aspect of this Agreement .

5) Reversion of Assets: The GRANTEE is prohibited from disposing any real or personal property acquired with COUNTY funds received under this Agreement, without first receiving prior written consent of the COUNTY. Should the GRANTEE cease to use any real or personal property acquired with COUNTY funds for the purposes described in this Agreement, the GRANTEE shall either pay the COUNTY the current fair market value of the asset or transfer the control of the asset to the COUNTY.

Upon expiration or termination of the Agreement, the GRANTEE shall submit to COUNTY an inventory of all personal property acquired with COUNTY funds at a purchase price of \$500.00 or more. Unless the GRANTEE has the written consent of the COUNTY, the GRANTEE shall transfer to the COUNTY upon expiration or termination of this Agreement any COUNTY funds on hand at the time of expiration or termination of this Agreement and any real and/or personal property acquired or improved in whole or in part with COUNTY Funds.

6) Documents and Files: Any information, data, report, record, summary, table, map or study given to or prepared or assembled by the GRANTEE under this Agreement that the COUNTY requests to be kept confidential shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of the COUNTY. The COUNTY shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the GRANTEE pursuant to this Agreement, and all such materials shall be considered "works made for hire." All such material shall be delivered to the COUNTY upon expiration or termination of this Agreement. The COUNTY, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the GRANTEE pursuant to this Agreement. The GRANTEE and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost of pricing data for three (3) years from the date of the final payment. During the period that records are retained, the GRANTEE and any subcontractors shall allow COUNTY free and unrestricted access to such records.

7) Changes: The COUNTY may from time to time require changes in the scope of services which the GRANTEE is to perform. Such changes, including any increases or decreases in the amount of the GRANTEE's funding, shall be incorporated by written amendment to this Agreement.

8) Non-Profit Status: GRANTEE warrants that it is a Hawaii non-profit organization and duly authorized to conduct business in the State of Hawaii.

9) Insurance: In order to protect itself as well as the COUNTY under the indemnification agreement set forth herein, the GRANTEE shall obtain, pay for, and keep in force throughout the period of this Agreement comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State

of Hawaii (a Non-Admitted Carrier”) only through a general insurance agent or broker licensed in the State of Hawaii. The carrier shall be rated no less than “A-“as established by “AM Best” or “Standard and Poor” ratings.

The insurance policy, as evidenced by issuance of a “Policy Endorsement,” shall name the County of Maui, its departments, agencies, officers, directors, employees and agents as “Additional Insured”, and shall include a duty to defend the COUNTY, its departments, agencies, officers, directors, employees and agents against any loss, liability, claims, and demands for injury or damage, including but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with GRANTEE’s actions and/or performance of this Agreement.

Unless otherwise agreed to by the COUNTY, through the joint decision and discretion of the Director of Transportation and the Department of Finance, the insurance policy shall contain the following minimum requirements:

1. No less than a Combined Single Limit (“CSL”) of liability coverage of \$1,000,000;
2. No erosion of limit by payment of defense costs; and
3. Minimum annual aggregate limit of \$2,000,000.

Prior to or upon the execution of this Agreement, GRANTEE shall furnish the COUNTY with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Agreement, the GRANTEE shall ensure renewal of the insurance policy, and provide the COUNTY with a copy of the renewed insurance policy certificate together with the required endorsements.

Unless waived by the COUNTY, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given the County thirty (30) calendar day’s prior written notice of the intended cancellation or termination.

10) Indemnification: To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its departments, agencies, officers, directors, employees, and agents from and against any and all manner of actions and claims arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of GRANTEE, its officers, its employees, or its agents occurring during, or in connection with, the performance of the GRANTEE’s services under this Agreement.

11) Independent Contractor: GRANTEE acknowledges that it is an independent contractor and not an employee of the COUNTY.

12) Subcontracting: GRANTEE shall not procure, or subcontract, any part of the services under this Grant Agreement without the prior written consent of COUNTY.

13) Record Keeping: GRANTEE shall keep records and prepare reports, including detailed, separate financial records relating to funds received from the COUNTY. All accounts shall be prepared and

maintained according to generally accepted account principles and as otherwise provided by law to ensure the effective administration of the grant. GRANTEE shall maintain such accounts and documents in a manner as to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from COUNTY and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, GRANTEE's general ledger shall be organized to reflect the separation of COUNTY grant funds and expenses from other funds of the GRANTEE. GRANTEE shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the COUNTY are complete, correct, and in accordance with the terms of this Agreement.

14) Quarterly Reports: GRANTEE shall provide COUNTY with written quarterly status reports containing the following information: Summary of Program status in relation to goals, objectives and scheduled action steps outlined in the grant proposal; numbers and descriptions of people or entities served to allow individual program evaluation and tracking of cost per passenger; financial status reports of COUNTY funds used under the various budget sections; tracking of calls where services are unavailable to be provided; and a narrative report, including progress in meeting performance standards and efficiencies being achieved.

15) Final Report: GRANTEE shall provide a final report within 30 days after completion of the Program covered by this grant award including a financial section, evaluation section and other information as requested by COUNTY.

16) Employee Compensation: GRANTEE shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. GRANTEE shall not pay any commissions, bonuses or similar to its employees.

17) Financial Audits: GRANTEE shall supply COUNTY with a copy of its annual financial statements, prepared by a Certified Public Accountant. GRANTEE shall allow COUNTY to audit GRANTEE's records, report books and other financial records upon request of COUNTY to determine compliance with the terms of the grant agreement. GRANTEE shall cooperate fully and assist the COUNTY in such an audit.

18) County Recognition: GRANTEE shall give the COUNTY appropriate recognition in all COUNTY-funded programs and printed materials. All such printed materials must be approved by the COUNTY prior to printing and/or use.

19) Grantee Compliance: GRANTEE shall strictly comply with all relevant COUNTY, State and/or Federal rules and regulations concerning its policies and operations. GRANTEE shall comply with all applicable federal, state, and county licensing requirements and with all applicable accreditation and other standards of quality generally accepted in the field of GRANTEE's activities. GRANTEE shall comply with the Americans with Disabilities Act.

20) No Discrimination: GRANTEE shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of race, color, ancestry, national origin, religion, creed, sex, sexual orientation, disability, age, marital status, arrest and court record, National Guard participation or HIV infection.

21) Program Alteration: GRANTEE shall not alter Program plans which provided the justification for the grant without first obtaining the prior written consent of COUNTY. GRANTEE shall inform COUNTY of any proposed changes to the budget allocations, Program description or schedule outlined herein.

22) Modification of Agreement: Any modification, alteration, or change to this Agreement, including, but not limited to, modification of the services to be performed, extension of time of performance, or changes of the approved budget, shall be made only by written supplemental agreements executed by the parties. This Agreement may be terminated in whole or in part if the COUNTY determines that there has been a change in the conditions upon which the need for the services was based, that the GRANTEE has failed to provide services adequately or satisfactorily, that funding for this Agreement has been withdrawn, or that other good cause for the whole or partial termination of this Agreement exists. If the COUNTY determines, in its sole discretion, that it is necessary or convenient, this Agreement may be terminated in whole or in part at the option of the COUNTY. If the COUNTY elects to terminate under this section, the GRANTEE shall be entitled to reasonable payment as determined by the COUNTY for satisfactory services rendered under this Agreement up to the time of termination. The GRANTEE may withdraw from the Agreement after obtaining the written consent of the COUNTY. The COUNTY, upon the GRANTEE's withdrawal, shall determine whether payment is due to the GRANTEE, and the amount that is due. The COUNTY may offset against any monies or other obligations the COUNTY owes to the GRANTEE under this Agreement, any amounts owed to the COUNTY by the GRANTEE, including but not limited to, the payment of any taxes or levies of any kind or nature. The COUNTY shall notify the GRANTEE in writing of any exercise of its right of offset and the nature and amount of such offset.

23) COUNTY's Remedies: GRANTEE understands that in the event that it fails to comply with any of the performance requirements, provisions, or conditions set forth in this Agreement, that the COUNTY may refuse to make further payments to GRANTEE of money under this Agreement. The COUNTY will give written notice to the GRANTEE of any stop payment action.

24) Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. If the entire Agreement is deemed illegal or invalid, the COUNTY may terminate the Agreement without liability except as provided herein.

25) Termination of Agreement: If, for any cause, the County finds that the GRANTEE has failed to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement or if the GRANTEE breaches any of the promises, terms or conditions of this Agreement and, having been given reasonable notice of an opportunity to cure any such default, fails to take satisfactory corrective action within the

time specified by the COUNTY, the COUNTY shall have the right to terminate this Agreement by giving written notice to the GRANTEE of such termination. Further, the COUNTY may terminate this Agreement **without cause** by giving written notice to the GRANTEE thirty (30) calendar days before the effective date of such termination.

26) Lobbying Prohibited: GRANTEE shall not use grant funds for lobbying purposes or activities.

27) Recycling: GRANTEE shall incorporate programs for recycling, reuse, and sustainability, where and as applicable.

28) Nepotism Prohibited: GRANTEE shall not employ or have under contract any two or more members of a family or kin of the first or second degree, unless specifically permitted in writing by COUNTY.

29) Proselytization Prohibited: Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

In the event GRANTEE fails to adhere to any of the conditions listed herein, COUNTY may withdraw any part of the grant, or the entire grant. GRANTEE shall be held liable for any grants funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.