

STATE OF HAWAI'I
AGREEMENT FOR GRANTS

THIS AGREEMENT, effective July 1, 20____, is entered into between the _____, State of Hawai'i (hereinafter "STATE"), by _____, its Director (hereinafter "DIRECTOR"), whose address is _____ and _____ (hereinafter "GRANTEE"), a person whose residence address is _____ or a corporation (____) for profit or (____) non-profit, organized under the laws of the State of Hawai'i, whose business address is _____ and whose Federal ID No. is _____.

RECITALS

- A. Chapter 42F, Hawai'i Revised Statutes (HRS), establishes standards for disbursing public funds to individuals or organizations to fulfill specified public purposes.
- B. The GRANTEE has requested funding from the STATE for the project or program described in Attachment 1 of this Agreement.
- C. The STATE finds that GRANTEE's performance, as described in Attachment 1 of this Agreement, will fulfill the public purpose set forth herein.
- D. The Legislature has determined that the GRANTEE's project provides direct benefits to the public and accomplishes a public purpose.
- E. The STATE desires to contract with the GRANTEE to fulfill the specific public purpose and the GRANTEE is agreeable to perform under the Agreement.

F. The Legislature has appropriated and made available moneys to fund this Agreement in the amount of _____.

G. Pursuant to Chapter 42F, HRS, the STATE is authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and GRANTEE agree as follows:

1. Scope of Performance. The GRANTEE shall perform, in a proper and satisfactory manner as determined by the STATE, the project as described in "Scope of Performance" set forth in Attachment 1, which is hereby made a part of this Agreement.

2. Time of Performance. The performance required of the GRANTEE under this Agreement shall be completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.

3. Compensation. The GRANTEE shall be compensated for performance and costs incurred under this Agreement in accordance with the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.

4. Conditions. GRANTEE confirms that:

A. GRANTEE is licensed or accredited, in accordance with federal, state or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded.

B. GRANTEE complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, national origin, religion, creed, sex, age, sexual orientation, or disability.

C. GRANTEE agrees not to use state funds for entertainment or lobbying activities.

D. GRANTEE agrees to allow the STATE, any State legislative committee and their staff, and the State Auditor full access to their records, reports, files, and other related documents and information for

purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.

E. If GRANTEE is an organization, that GRANTEE is incorporated under the laws of the State of Hawai'i.

F. If GRANTEE is an organization, that GRANTEE has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided.

G. If GRANTEE is a non-profit corporation, that GRANTEE has been determined and designated to be a non-profit organization by the Internal Revenue Service.

H. If GRANTEE is a non-profit corporation, that GRANTEE has a governing board whose members have no material conflict of interest and serve without compensation.

5. Standards of Conduct Declaration. The Standards of Conduct Declaration by GRANTEE, set forth in Attachments 4 is hereby incorporated herein and made a part of this Agreement.

6. Other Terms and Conditions. The General Conditions and the Special Conditions (if any), set forth in Attachments 5 and 6 are hereby incorporated herein and made a part of this Agreement. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including attachments and addenda; (2) GRANTEE's approved application for grant.

7. Availability of Funds. This Agreement is subject to the availability of funds and restrictions that may be imposed by the Department of Budget and Finance and the Governor.

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

STATE

Agency name

By _____

Its _____

GRANTEE

By _____

Print name _____

Its _____

APPROVED AS TO FORM:

Deputy Attorney General