	and the second s	Стандрательный проточений постаний принцений постаний постаний постаний постаний постаний постаний постаний по
	TWENTY-SIXTH LEGISLATURE	Log No: 89-C
Senate District	AWAII STATE LEGISLATURE ATION FOR GRANTS & SUBSIDIES	Log No: U
	ER 42F, HAWAII REVISED STATUTES	For Legislature's Use Only
Type of Grant or Subsidy Request:	,	L
	~ = · · · • · · · · · · · · · · · · · · ·	
	X GRANT REQUEST - CAPITAL	SUBSIDY REQUEST
"Grant" means an award of state funds by the legislature, by permit the community to benefit from those activities.		
"Subsidy" means an award of state funds by the legislature, incurred by the organization or individual in providing a service.	ice available to some or all members of the pub	the appropriation, to reduce the costs blic.
"Recipient" means any organization or person receiving a gra The Arc of Hilo	ant or subsidy.	
STATE DEPARTMENT OR AGENCY RELATED TO THIS REQUEST (LI	,	
STATE PROGRAM I.D. NO. (LEAVE BLANK IF UNKNOWN):		
1. APPLICANT INFORMATION:	2. CONTACT PERSON FOR MAT	FTERS INVOLVING THIS
Legal Name of Requesting Organization or Individual: The Arc of Hilo	APPLICATION:	
DBA: The Arc of Hilo	Title President & CEO	
Street Address: 1099 Waianuenue Ave., Hilo HI 96720		
Mailing Address: same	Phone # (808) 935-8534	
	Fax # (808) 934-7714	
	e-mail mgleason@hiloarc.org	
3. Type of business entity:	6. DESCRIPTIVE TITLE OF APPL	LICANT'S REQUEST:
X NON PROFIT CORPORATION  FOR PROFIT CORPORATION  LIMITED LIABILITY COMPANY  SOLE PROPRIETORSHIP/INDIVIDUAL	JOB CREATION & TRAINING C	ENTER
4. FEDERAL TAX ID #: 5. STATE TAX ID #:	7. AMOUNT OF STATE FUNDS REC	EQUESTED:
	FY 2012-2013: \$1,000,0	300.00
	SPECIFY THE AMOUNT BY SOURCES OF FUNDS AVAILAT THE TIME OF THIS REQUEST:  STATE \$ 550,000  FEDERAL \$ 800,000  COUNTY \$ 1,000,000  PRIVATE/OTHER \$ 500,000	

ENAME & THILE OF AUTHORITED REPRESENTATIVE

1/27/12

### DECLARATION STATEMENT APPLICANTS FOR GRANTS AND SUBSIDIES CHAPTER 42F, HAWAI'I REVISED STATUTES

The undersigned authorized representative of the applicant acknowledges that said applicant meets and will comply with all of the following standards for the award of grants and subsidies pursuant to section 42F-103, Hawai'i Revised Statutes:

- (1) 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 or subsidy is awarded;
- (2) Comply with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
- (3) Agree not to use state funds for entertainment or lobbying activities; and
- (4) Allow the state agency to which funds for the grant or subsidy were appropriated for expenditure, legislative committees and their staff, and the 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 or subsidy.

In addition, a grant or subsidy may be made to an organization only if the organization:

- (1) Is incorporated under the laws of the State; and
- (2) Has bylaws or policies that describe the manner in which the activities or services for which a grant or subsidy is awarded shall be conducted or provided.

Further, a grant or subsidy may be awarded to a non-profit organization only if the organization:

- (1) Has been determined and designated to be a non-profit organization by the Internal Revenue Service; and
- (2) Has a governing board whose members have no material conflict of interest and serve without compensation.

For a grant or subsidy used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant or subsidy was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant or subsidy used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

The Arc of Hilo

(Typed Name of Individual or Organization)

Michael E. Gleason, (Typed Name) President & CEO (Title)

Applicant	The Arc of Hilo		
-----------	-----------------	--	--

## Application for Grants and Subsidies

If any item is not applicable to the request, the applicant should enter "not applicable".

### I. Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the request in such a way as to provide the State Legislature with a broad understanding of the request. Include the following:

### 1. A brief description of the applicant's background;

The Arc of Hilo is a 501 (c) (3) non-profit organization, established in 1954, which serves low income people, including those with developmental disabilities through educational, vocational and skill training, job creation, employment placement, quality of life enhancement, healthy lifestyle programming, recreation, residential accommodations in affordable housing and an adult day health care program. The Arc of Hilo's founders set standards for serving people with disabilities that eventually transformed both public education and state law.

Currently, the Arc's in-house business services provide employment opportunities in the areas of commercial laundry, janitorial, grounds keeping, building maintenance, and the Boiling Pots plant nursery. Over 1000 residents have been trained and placed in high and low tech industries during Arc's tenure. Each of these participants has been part of the Arc's comprehensive job readiness training program.

In 2009, The Arc of Hilo was asked by the new Hawai'i County Aging and Disabilities Center (ADRC) to be the lead agency representing people with disabilities at the Hilo facility. The primary objective of this program is to advocate for underserved individuals and families in need to access services such as social security benefits, housing, job placement, transportation, accommodation issues, disability benefits, and various other social services. Our participation in the ADRC has become a critical contribution to improving services for the special needs population of the Big Island, as they try to become more self-sufficient.

We maintain a presence at three locations: our main campus in Hilo, one in Puna, and one in Ka`u. The Arc's Community Support Services (CSS) provides long-term care from childhood to death. Adult Day Health (ADH) clients receive curb to curb transport, provided by HCEOC; others ride the County bus, while others are transported by family members. Personal Assistant (PA) transport is provided by the Direct Support Workers, in their personal vehicles. The Employment Training Service component of The Arc not only trains clients for job placement, but creates jobs and sustains them. For the most part, our clients will require support services throughout their lifetime, while others may become partially employed.

With an annual budget of \$4.2 million, the Arc serves over 200 Hawai'i residents and currently employs 160 residents with 90+ people with disabilities. The most challenged of our clients get individualized support services 24 hours a day, seven days a week. An active Board and qualified staff lead this service organization, which has grown dramatically from 35 employees to 125 in the last eight years. The Arc's rapid progress and growth has triggered a critical need for additional space.

In 2005, The Arc of Hilo proposed the development of a 17,600 square foot Job Creation Support Services Center (Jobs Center) in Hilo, Hawai'i. The Center is designed to increase the space for the job creation business services, employment training and assistance services to the low income individuals, including persons with disabilities. This will allow The Arc of Hilo to broaden the contracted services it provides its business clients, as well as increase the number of trained low income workers with disabilities. The increase will not only double the number of participants currently being served in employment from 150 to 300+, but represents a permanent increase in the

Applicant	The Arc of Hile	0
• • •		

ability of the Arc of Hilo to serve this very important population. Typically, 25-35% of the Arc's workers are Native Hawaiians. This plan speaks to the development and operation of the facility as a critical capital expansion of the on-going operation of the business of the Arc of Hilo.

### 2. The goals and objectives related to the request;

The Legislature has listed the twin goals of greater job creation and greater diversification of industries as being of the utmost importance. The Jobs Center will provide jobs through expanding services into food processing, value-added production and renewable energy. These opportunities will provide the diversification that over the next ten years will provide hundreds of jobs in a diverse set of industries that are not dependent upon the tourism and are not as vulnerable to economic downturns. This dovetails with the County Economic Plan for the County of Hawaii. The goals in the Economic subject area for Hawaii County include: to provide residents with opportunities to improve their quality of life through economic development that enhances the County's natural and social environments; promote and develop the island of Hawai'i into a unique scientific and cultural model, where economic gains are in balance with social and physical amenities, with an emphasis on total impact on the residents of the County. The Jobs Center has these goals at is core. It is the way of doing business with The Arc of Hilo to develop jobs in businesses that are environmentally friendly and provide an enhanced quality of life socially and economically. The people with disabilities and other vulnerable populations that the Arc serves depend upon the Arc to fight their social isolation and reduce depression. The services and job creation improve the health of the individuals through health screening, exercise, arts and crafts, public events, recreation and cultural awareness. Outings for workers are sponsored and classes provided onsite to provide quality diverse experiences for the clients.

The value proposition of this project and future facility is that it will provide a permanent increase in the job creation, employment training and opportunity development infrastructure for the State of Hawaii. It will assist in the long-term diversification of the local and regional economy. This project will continue to deliver and transition non-working government-dependent citizens to working tax-paying consuming citizens. The space will promote the overall improvement in the quality of life of our program participants in the areas of health, recreation, reduction of isolation, community inclusion, utility, self-esteem, life skills, employable skills, employment counseling and employment placement. These new employees will add to the enhancement of the low income Hawaiians' capacity to mainstream and contribute. The Arc's programs will continue to make this transition happen for the developmentally challenged, assisting them in making their contributions to society, improving their lives and enhancing their self-sufficiency despite their unique challenges.

The development of this space will allow The Arc to expand its operations in the following ways:

- Larger numbers of participants and low income people served and less depending upon the County and other public safety nets
- 40 jobs created in the first two years and 230+ over five years
- More job creation strategies and underlying social enterprises
- More penetration into hardcore unemployed populations including public assistance recipients, custodial and non-custodial parents and non-college bound youth
- Greater self-sufficiency for the enterprises and programs of The Arc

The importance of this project is emphasized by the increasing unemployment and difficulties found for low-to-moderate income people on the Big Island. There is no greater pressing need than to provide the ability to hold a job for the most vulnerable populations in the County which is what this project will do. This capital project will add capacity to The Arc of Hilo employment and training division and the community support services division, allowing much needed instructional and work space for staff for the expansion of present and future social enterprises which employ, train and develop business opportunities for the low income including persons with disabilities. The Arc is organized into three divisions: Community Support Services, Employment Training Services, and Administrative Services. Currently, all of the divisions are housed in the 10,000 square foot Arc of Hilo Client Center. The development plan calls for the continued use of the 10,000 square foot facility for general administration, commercial laundry, staging for janitorial services and grounds keeping. Some employment training will continue there as well.

Applicant	The Arc of	Hilo
* *		·

The new development of the 17,600 square foot Community Center will allow for specialized worker training classes using a computer lab and assistive technology so that workers with more profound disabilities may be trained and become workers as well. It will enhance the capacity of The Arc to provide arts and lifestyle programming to these important resident populations.

The meeting space will be utilized by a variety of organizations from the Rotary Club to the Shriners to the Special Olympics to the PALS drama group. The individual staff and client-workers who will utilize the office space will support all of the Arc's programming in job creation, education, life skills development, worker training, arts and cultural awareness, community building, disaster relief and health and wellness.

The complement of rooms and space for the CSS Building is as follows: 7 offices of varying sizes, 1 flex office, 1 computer lab, 1 music room, 1 reception area, 1 nurse room, janitor room, circulation, resting space, 2 conference rooms, kitchen classroom, 4 Adult Day Health rooms, 1 arts classroom, 1 record storage room and 1 computer storage room. Total square footage for the CSS Building is 12, 458. The Gymnasium and Multi-Purpose Building is comprised of by design one large open space of 4600 square feet, rest rooms and a large storage room, for a total of 4,892 square feet. These additions will support more training and job creation, greater use of technology and exceptional flexibility for events, community outreach, health and wellness and collaboration with the rest of the "Health Corridor" on Waianuenue Avenue. Space for health and wellness programming is included in the facility.

### 3. Describe the target population to be served;

Job creation for the low income and particularly hard to employ like the target populations mentioned earlier, succeeds when the job fits the needs and there are plenty of support services to assist in the transition from unemployment or underemployment to living wage employment. It is the goal of the Arc of Hilo to provide a living wage opportunity and the support required for success and sustainability for low income people with disabilities. This is extremely important when the prospective applicant may have a disability. Of the target populations, surveys done by The Arc show that over 60% may have one or more disabilities. Attention deficit disorder, for example, makes it difficult to manage multiple priorities, keep track of appointments, make key decisions, follow instructions, and change actions based on new information or negative feedback. These conditions often make it difficult for the recipients to navigate basic life needs and to develop key life skills on their own. All of these problems confound the process of becoming self-sufficient. If most of these target populations evidence these problems, it is incumbent upon The Arc as a change agent operating interventions to create jobs for these populations, to be prepared to help remove these systemic and personal barriers to success and sustainability.

Thus, the Arc of Hilo has developed particular expertise in achieving these interventions. Wage rates on the island, while good when compared with some distressed areas on the mainland, still present a challenge because of the high prices of Hawai'i. All listed wage rates, regardless of occupation represent a living wage on the Big Island. Bookkeeper, Warehouse worker and truck driver were all in high demand and pay a living wage. These occupations represent areas of concentration for future job development opportunities and thus will guide the types of businesses developed by The Arc to capitalize on the need for trainees in these occupations. For example the use of trucks at several of the underlying social enterprises of The Arc to train and promote truck drivers for the broader employment community, shows how we analyze the marketplace to guide our actions. This is an example of how we create jobs to fit the employee market and the employer market. There are 4,604 employers and 64,000 employees on the big Island of Hawai'i. Total payrolls equal \$2.086 billion. The average annual wage is \$32,000. Per capita income is \$18,220 in Hilo and median family income is \$34,395 in Ka'u. The state median is \$66,701. The state per capita is \$21,525. Income on the Big Island has traditionally lagged the state level of income. This is why the Center is so needed. (Census Data)

#### THE AREA & POPULATION

In Hawai'i, nearly 25% of the 1.2 million residents have some form of disability. In Hilo, 17.1% of all people are below the poverty level. In the state of Hawai'i, the percentage of people below the poverty level is 9.9%. Hilo's poverty level is 158% of the state level. In neighboring suburban areas, part of our market area in East Hawai'i, the poverty level varies from 20.1 to 36.6% more than double the state level). 14.8% of residents from 18-64 years of age are below the poverty level in the County of Hawai'i. Hawai'i County has 94,000 persons 16-64 years old of

Applicant	The Arc o	of Hilo	

which 17,224 (18%) are listed as having disabilities. Of these 11,000 are prevented from work due to their disabilities.

There are 177,835 people on the Big Island of Hawai'i. Although unemployment is 9.3% for the whole island, unemployment in Puna and Ka'u in East Hawai'i can be as high as 16%. Among Native Hawaiians it can be as high as double these numbers. Among Micronesians and Hispanics it can be even worse. Of the districts of Hawai'i County, Ka'u, Puna, N. Hilo and Hamakua are all below the County of Hawai'i median income of \$51,402. In fact, across these districts, all within our market area, 22.9% of residents are under the 100% poverty level of \$25,360 for a family of 4. Average household size is close to 4 individuals within the poorer households.

On the Big Island of Hawai'i, there are 18,894 recipients of food stamps. There are 1615 recipients of TANF. There are 2,346 homeless receiving homeless aid. Filipino, White and Latino and Native Hawaiian are the three ethnicities that comprise the highest percentages among the unemployed. There are 1030 residents receiving unemployment. To study the unemployed and formulate intervention strategies, a more in-depth analysis is required. In order to address the high unemployment levels for low income and the low income including people with disabilities in the County of Hawai'i (Hawai'i Island or referred to as "The Big Island"), The Arc of Hilo proposes to create over 340 (230 permanent non-construction) new jobs over a 5 year period once the facility is complete, counting construction jobs. In the first two years after construction of the facility 47 of these jobs are for the low income including persons with disabilities and 14 are staff (some of which will have disabilities). For this project, we are guaranteeing the creation of these 61 jobs, 94% of which will be for people below 100% of poverty level. Typically, 25-35% of these staff and client-workers have been Native Hawaiians.

According to the 2005-2007 American Community Survey census, the ethnic breakdown in East Hawaii is 31.5% White, .5% Black, 26.7 % Asian, 11.2% Native Hawaiian, 28.4% Two or more races, 9% Hispanic. The 2010 Census estimates show 7.2% Hispanic. We expect the experience of our impact and delivery of services to mirror the low income community of East Hawaii.

The Arc has increased its outreach to serve more of the island's people with disabilities. Centers of influence within the Native Hawaiian community, the Asian community and the Portuguese community will be canvassed for referrals, as these populations are both underserved and isolated. Often, some of the more underserved families come from these ethnic enclaves. Community organizations, churches, neighborhood organizations and other conduits will be solicited for this growth outreach. Area Mental Health is already an ally, as well as the Department of Social Services. The eventual results that we expect from all of our commercial activities over a 5 year period are the creation of 200+ jobs, quality of life enhancement for over 400, a safer community, crime statistics that have gone down by at least 10%, teen pregnancy down, unemployment rate will be down, tax base will grow, 75+ new self-sufficient families and less pressure on social security net capacity, achievement in school will go up, drop-out rates will go down, and satisfaction with life will increase significantly.

The Arc of Hilo has developed a memorandum of agreement with the Big Island Workforce Connection, the operator of the Hawai'i Island One Stop Employment Center, which is a consortium of eleven social service agencies, to refer some of their recipients for employment in the Arc's businesses. The members of the consortium represent the most important and relevant public assistance agencies and educational institutions in the area and include:

Alu Like, Inc.
Department of Human Services
Division of Vocational Rehabilitation & Services for the Blind
Hawai'i Community College
Hawai'i County Economic Opportunity Council
Hilo Community School for Adults
Kona Community School for Adults
Maui Economic Opportunity, Inc.
Office of Housing and Community Development

Applicant _	The Arc of Hilo		

Senior Employment Program
Unemployment Insurance
Workforce Development Division

The Arc of Hilo receives referrals from these other nonprofit agencies and the Department of Social Services for the County of Hawai'i. The agency is listed with emergency preparedness systems as a service provider for the low income people with disabilities. The Arc is physically located within the so-called "Health Corridor" on Waianuenue Avenue with immediate access to the Veteran's facilities and the Hospital.

The organization operates its own transportation service to bring workers to jobsites all over the island. It also utilizes the public bus system. To enhance the penetration into those populations, who most need our job creation services, The Arc is forming new relationships with Native Hawaiian organizations, Hispanic organizations (7.2% of the Island of Hawai'i population is Hispanic), homeless assistance organizations, prison ministries and service entities that are less organized, but seriously in touch with the grass roots elements of East Hawai'i to reach more people with disabilities. Through the school system, private and parochial schools and parental outreach, we will develop even more referrals.

### 4. Describe the geographic coverage.

The project will be located on and more fully utilize the current 5.395 acre Arc of Hilo site of leased State land in Pi'ihonua. The property consists of TMK's 2-3-32: 6, 7, and 8 which are property under Executive Order to the Department of Human Services and leased by the Arc of Hilo until 2027 with a renewable lease. The project site is located approximately 490 feet in elevation along Waianuenue Avenue, across the street from the new Veterans Home and the Hilo Medical Center campus.

The main target area for the project is the east side of Hawai'i Island from Honoka'a on the north to Naalehu on the south, a distance of over 100 highway miles. This includes the following County Districts: Hamakua, North and South Hilo, Puna and Ka'u.

As the population grows and more services are required, the Arc of Hilo is poised to grow its capacity and become more essential to the service fabric of the island. This growth must be housed and cultivated for maximum impact with some of the most vulnerable populations within our society. We will meet these needs through the development of The Jobs Center.

This path towards self-sufficiency is generated by the job opportunities created by the operation of these social enterprises and the services designed to eliminate or mediate the systemic and personal barriers of the low income including people with disabilities. The Center will also play an important role in the area of public facilities in that it will be set up as an accessible disaster shelter with accommodations for people with disabilities, which is currently a seriously underserved population in this area at present. The goals listed in this area of the County General Plan are: To encourage the provision of public facilities that effectively service community and visitor needs and seek ways of improving public service through better and more functional facilities in keeping with the environmental and aesthetic concerns of the community. Without the facility of the Arc, East Hawaii does not have civil defense space that is suited for people with disabilities. With the new facility, we will have more space and more modern amenities to serve the resident and visitor community alike. We will have performing arts space, computer labs with assistive technology, gym space for exercise and therapy open to the community. Through exercise, aqua-therapy, arts and crafts programming and multi-generational activities, the new Center will significantly impact the recreational needs of East Hawaii as well. The recreational goals of the County General Plan include: to provide a diversity of environments for active and passive pursuits. The Center will provide this space and the supervision required for safe an effective recreation. The construction of our site also preserves the natural beauty of the site. With this space the variety of recreational opportunities is enhanced for the vulnerable populations but also for the mainstream organizations that will utilize the space as well.

Applicant	_The Arc of Hilo	)	
-----------	------------------	---	--

The Arc of Hilo has a competitive advantage over Good Will and other training workforce developers because they are not job creators or sustainers. They can only train and counsel, then place the applicant, maybe, with another entity, probably for profit, that they do not control. Whereas, the Arc of Hilo controls the jobs and the social enterprises that provide the jobs. We also have more entrée to the populations that we have indicated that we have chosen to serve and we have very good relationships with the social service and public assistance providers.

According to the 2000 U.S. Census, almost one in five working age Americans (age 16 to 64), has at least one disability (33.2 million people). Nearly a fourth of Hawaii's 1.2 million residents have some form of disability. According to Bob Stodden, Director of the University of Hawaii's Center on Disability Studies, 70% of disabled individuals are unemployed or underemployed and fewer than 20 percent who graduate from high school continue to college. (1) In the village of Kea'au (near Hilo), not only are a higher number of residents low-income than in other parts of the County, but 35% of the residents, twenty-one or older, report having a disability. (2)One of the most significant statistics is in the East Hawai'i Census tract data for age 21-64, indicating that over 52% of those with disabilities are unemployed. This is a significant unemployment level among this predominately low-income group. (U.S. Bureau of Census, Census 2000). The Disability Child Count as of 2005 for Hawai'i County's schools stated that there were 3654 students listed as having a disability.

(1) University of Hawaii's Center for Disability Studies. (2) U.S. Census Bureau (2000), <u>www.census.gov</u>., and County of Hawaii'i Data Book 2004, Missouri Census Data Center.

### II. Service Summary and Outcomes

The Service Summary shall include a detailed discussion of the applicant's approach to the request. The applicant shall clearly and concisely specify the results, outcomes, and measures of effectiveness from this request.

1. Describe the scope of work, tasks and responsibilities;

The project is the development of 2 buildings totaling 17,600 square foot on a site under state lease to the Arc of Hilo for the operation of a Jobs Center providing job creation and support services for the low income, including people with disabilities.

The Arc of Hilo is in control of the site with a 21 year lease remaining with the state through DVR and DHS, and renewal is certain since that the land, by executive decree, cannot be used for any other purpose. The community is aware of the project. Prior to beginning discussions, the CEO Mike Gleason met with all neighbors and discussed the process with them. There have also been three newspaper articles in the Tribune.

The lands are state-owned with the lease mentioned above, specifically for The Arc of Hilo. Existing on the property is a 10,000 square foot building, five greenhouses, parking and a retaining wall. The project will be developed on a collection of three parcels totaling 5.4 acres, which is the present location of The Arc of Hilo job creation businesses. Its tax map key is TMK 21-3-32 in Pi'ihonua, South Hilo, Hawai'i. This property is located on Waianuenue Avenue across the street from the new Veteran's Care Facility and the Hilo Medical Center. The area has become known as the "Health or Wellness Corridor", because many health-related facilities are within a few blocks of the location. As most of the other nonprofits in the corridor, the Arc of Hilo is a state lease recipient of these properties.

The Arc of Hilo is requesting \$1 million for Phase III and IV for the construction hard costs of The Jobs Center and the administration costs associated with the grant. Attached is a complete development pro forma with projected funders and the status of their funding. We have also included a summary table below of milestones, funders and status. Our cost estimates were a joint effort between a Hawaiian construction cost estimation firm, the architect Fleming and Associates and the consultant Henderson & Company. Conservative estimates were routinely used.

Applicant _	The Arc of Hilo	)		

Phase I of this project involved the completion of feasibility, finance design, project design, fund raising, development team building and submission for regulatory approval. The Arc of Hilo contributed \$245,000 of its own funds to these pre-development activities and the site work of Phase II. A great partner in this process, the county's Office of Housing and Community Development has invested an additional \$282,000 from Community Development Block Grant (CDBG) funds for the Phase I architectural and engineering costs. All of the working drawings are complete. The architects have developed a phased approach that allowed the Arc to do the site work for the facility in Phase II and actually complete The Jobs Center buildings in Phases III and IV. The Multi-Purpose Facility will be built in Phase III. The Support Services Building, which houses the business enterprises, will be completed in Phase IV. After completing Phase III, we will have satisfied the requirements of a local foundation for matching completion funds. Phase IV will then be completed with those funds, tax credit proceeds and the remaining Capital Campaign funds.

Phase II completed the site work, including the paved parking lot, underground service connections to the building site, utility access and construction of the eastern retaining wall. We utilized funds from varying funders including, \$993,000 from Economic Development Administration, \$200,000 from state grant-in-aids for (\$550,000 state grant-in-aid for Phase III has been approved, but not released), \$100,000 from the Cooke Foundation, \$50,000 from the Atherton Foundation, \$120,000 from the Office of Hawaiian Affairs, \$200,000 from the Arc of Hilo, \$200,000 from the Capital Campaign and \$750,000 credit line from American Savings Bank.

2. The applicant shall provide a projected annual timeline for accomplishing the results or outcomes of the service;

Action Items	Beginning of Activity	End of Activity
Concept Development	8-04	9-06
Feasibility	9-06	4-07
Grant Development	9-05	9-2012
Phase I-architectural and engineering	9-05	7-06
Permitting process	1-12	07-2012
Bid Process One	8-09	10-09
Bid Process Two	6-2011	8-2011
Capital CampaignQuiet Phase	12-08	12-09
Capital CampaignPublic Phase	7-2012	9-2013, if necessary
Phase II—Site Work and Development	1-2010	9-2010
Source Negotiation and Commitments	9-05	8-2012
Financing Negotiation and Commitments	8-06	6-2012
Bridge Financing	8-12	8-2013
Bid Process III	7-2012	9-2012
Phase III-IV Building Construction and Outfitting	9-2012	3-2014
Punch list and Certificate of Occupancy	10-2013	12-2013
Opening Board and Staff Retreat	12-2013	12-2013
Grand Opening and Break-in Period	12-2013	12-2016

Applicant	The Arc of Hilo		

The Arc of Hilo has successfully completed Phase II of The Jobs Center. All punch list items were completed as of September 30. The project was going to be brought in under budget at \$1.67 million, however, the amount of fill material and the cost of compaction for the retaining wall foundation did require The Arc to utilize its contingency funds (\$184,000 in additional costs) to defray the cost of the additional truckloads of fill, the work of placing the fill and certifying compaction. All systems passed with flying colors. Once again there were no accidents, no law suits, no claims filed and the contractor, GW Construction was pleased to complete the project without any major incident or harm to equipment or personnel.

All final inspections were completed by the County of Hawaii Enforcement Division and the entire project was passed without exception. All of the lighting was adequate and per code, the signage, the parking configuration and the building pads for the two coming buildings were all considered extremely well done. Pictures of the utilities, parking and paving, the retaining wall and the pads are attached to this application.

We are now working on the permit process for Phases III and IV. There is a threat of a change in the zoning laws for commercial properties which could impact the last two Phases. WE are moving expeditiously to maintain our "grandfathered in" status so that we will not have to comply with the new regulations, which do little to improve quality of residency but increase cost considerably. Our plan now is to submit final permit requests by June 30, 2012. This will mean that we can go out for bid by late July or early August 2012. The bid process should be complete by October 30 with construction starting in December or January 2013. We then navigate the rainy season and expect construction on the first building, which is the smaller of the two, the Multi-Purpose Training Facility. This construction should be complete by June 30, 2013 and construction on the larger Client Support Services Building will begin. This building has been designated as a 12 month project. So we expect final construction meetings and a certificate of occupancy for our final structure by July 31, 2014.

3. The applicant shall describe its quality assurance and evaluation plans for the request. Specify how the applicant plans to monitor, evaluate, and improve their results; and

The project architect is Scott Fleming of Fleming and Associated of Hilo. He is performing the Contract Administration function for the development team. Construction management is being performed by the codeveloper and consultant for the project, Irvin M. Henderson of. Henderson & Company, out of North Carolina. They are both working from a guidance of values and best practices developed by the development team. We have pledged to work with minority and women vendors. We are encouraging all vendors to hire vulnerable population trainees whenever possible, only if there is no displacement of current workers.

The project management will utilize Microsoft Project to track the progress, costs, cost savings, contract compliance, vendor participation, timeline and timeline variance and sub-contractor scheduling. Henderson & Co. will be the administrator of the software, but both the General Contractor and the architect will have editorial access. Mike Gleason, CEO and Debbie Perkins, CFO, will both have manual override access over all the three contractors, Henderson & Co., Fleming and Associates, and the winning bidder as the General Contractor for Phase III & IV.

After construction, the facility will be evaluated for performance and delivery of the space goals which are the following:

- To provide a completely accessible facility for the listed vulnerable population including people with disabilities
- To provide creative, inspiring, and functional space for the job creation, training, skill development and supportive services that will enhance the quality of life and self-sufficiency of the listed population.
- To develop a facility that is environmentally and economically sound with a neutral carbon footprint that will serve The Arc of Hilo and its client base for fifty years.

It is critically important to the development of sustainable community economic development strategies that there is an enlightened and effective evaluation methodology in place. The Arc of Hilo will implement an evaluation methodology for the development of the building and the development of expanded new services. The following items will be monitored and archived:

applicant	The Arc of Hilo
-----------	-----------------

- Year over year revenue from services
- Year over year delivery of services to client workers numbers and variety of services, as well as client-worker interviews about their satisfaction level
- Year over year expense/revenue ratios
- Full time equivalencies in staffing vs. productivity, revenue, expenses, complaints, awards, and positive feedback, staff retention, clients served, growth, business services delivered
- A self-sufficiency index for worker-clients
- A sustainability index for the organization
- 4. The applicant shall list the measure(s) of effectiveness that will be reported to the State agency through which grant funds are appropriated (the expending agency). The measure(s) will provide a standard and objective way for the State to assess the program's achievement or accomplishment. Please note that if the level of appropriation differs from the amount included in this application that the measure(s) of effectiveness will need to be updated and transmitted to the expending agency.

Working with DVR, we will implement organization-wide goals for the new capacity provide through the new facility. As we staff-up and bring in more clients, the data that is listed below will be collected by staff for all of our new clients served by the new Jobs Center.

There are several goals for the workers in the program that are aligned with their mainstreaming, improvement of quality of life and development of their self-sufficiency. They include:

- Increase their overall health and wellness
- Increase their independence
- Development of basic life skills
- Improvement of their ability to interact with others comfortably
- Enhancement of their ability to earn a living wage
- Increase in their ability to maintain a household or effectively and happily coexist in a group home setting
- Enhancement of the recreation that they enjoy
- Development of arts and crafts participation
- Enhanced knowledge in a variety of areas including right, civic participation, the arts, workforce development and independent living

In each area, each worker will be evaluated on a quarterly basis to adjust their program and reward progress. Files will be maintained over a long term basis for referral and review to additional types of assistance. Participants that are high performing will be encouraged to become volunteers in the program and to assist the recruitment of other low income people including those with disabilities. The quarterly evaluation will include the following:

- Interview with the worker
- Interview with the worker's immediate supervisor
- Attendance records
- Job description
- Job effectiveness report
- Arts, crafts, and recreation evaluation
- Independence indicators updated quarterly
- Social Comfort indicators evaluated
- General quality of life matrix completed

The effectiveness of the building and its space allocation plan will be evaluated quarterly. All employees will be surveyed twice during the first year, once during the second and once during the third year. They will be asked about the space that they occupy and their use of common space as well as the general utility of the space in total. Visitors and infrequent users will be asked to complete an assessment of the building after their use of the facility.

Applicant	The Arc of Hilo

The development team and the development committee (three board members) will meet quarterly to assess the utility of the building and make any and all adjustments required during the break-in period or the first three years. The development team and the development committee will comprise the building committee. These reports will be reviewed by management, staff and Board of Directors during the appropriate retreat setting. The data will also be utilized in individual annual staff evaluations, based on the role of the employee as well.

The building process itself can be evaluated from the perspective of timeline, costs and effectiveness of design. However, the best way to review effectiveness is to monitor the improvements made by, for and with the clients that we serve.

#### **Independent Evaluator**

An independent third party evaluator has been selected for the project. Our criteria for the selection included the following:

- Prior experience in program evaluation
- Affiliation with a university and university protocols for evaluation
- Advanced degrees
- Some publishing history
- Experience with evaluating self-sufficiency and/or capacity building for low income
- Experience with capital development projects
- Native knowledge of the islands and especially the Big Island (De. Lovell is a native of East Hawai'i)
- Ability and inclination to serve now
- Adequate time for meeting with the development team and building committee as well as department heads of The Arc

Dr. David Lovell was chosen and his resume is attached. He is a board member with East Hawaii CDC. We will contract with East Hawaii CDC for the independent evaluation. East Hawaii CDC is dedicated to the economic viability of East Hawai'i and is trying to build alternative employment and small business opportunities. He is affiliated with the University of Hawai'i-Hilo and has experience as an evaluator. He is currently assisting the university in building a robotics and engineering approach to workforce development for the low income and people with disabilities.

# III. Financial Budget

1. The applicant shall submit a budget utilizing the enclosed budget forms as applicable, to detail the cost of the request.

See attached

2. The applicant shall provide its anticipated quarterly funding requests for the fiscal year 2012-2013.

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Grant
0.00	0.00	\$300,000	\$700,000	\$1,000,000

3. The applicant shall provide a listing of all other sources of funding that they are trying to obtain for fiscal year 2012-2013.

Applicant	The Arc of Hilo
• •	

Other sources of funding for fiscal year 2012-2013 include:

- Office of Community Services (OSCS) \$800,000 (Secured)
- State GIA \$550,000 (Appropriated in 2009, not released)
- CDBG \$1,000,000 (in application)
- First Hawaiian Bank Foundation \$100,000 (In progress)
- Bank of Hawai'i \$100,000 (in Progress)
- Arc of Hilo \$500,000 (Capital Campaign)
- \$3.3 million in New Markets Tax Credits
- Naming rights foundation \$2.2 million

We have received \$800,000 from the Health and Human Services Office of Community Services, a frequent partner with CDBG in projects like this one. The Arc of Hilo has good banking relationships and plans to service debt on the new facility through bridge financing of \$750,000 and \$4,750,000 for Phase III & IV. The funds from the bridge of \$5.5 million (we will reduce the total amount available to \$5 million as a result of reduced costs) will be used to maintain consistent access to capital backed by the grant sources, the Capital Campaign and the committed government funds, although it appears that we will not need all of the loan amount for bridge.

Final Sources and Uses documentation will detail a variety of sources including:

- Foundation grants
- Federal Government agency funding
- State Grant-in-Aid(s)
- State agency funding (OHA)
- Gifts from the Capital Campaign
- Bridge financing from American Savings Bank
- Equity from the Arc of Hilo
- Special appropriation from Senator Akaka and Inouye

Finally, we have the ability to defray the cost of converting our bridge financing to a \$1.3 million, 15 year term loan if necessary, which will be retired over the next four years with the remaining Capital Campaign and the subsequent Annual Campaigns. Obviously the unspent contingencies will be utilized to reduce this balance as soon as construction is complete, so we have negotiated a no prepayment penalty bridge loan. We will retire all debt at the end of construction if any of the three outstanding applications in process are received.

4. The applicant shall provide a listing of all state and federal tax credits that have been granted within the prior three years. Additionally, the applicant shall provide a listing of all state and federal tax credits they have applied for or anticipate applying for pertaining to any capital project, if applicable.

For Phase III, we have projected a conservative \$3.3 million from the sale of New Markets Tax Credits. We have a commitment from the National Trust Community Investment Corporation (NTCIC), a tax credit syndicator of which our consultant, Irvin Henderson of Henderson & Company is an Executive Committee member of their Board of Directors and Audit Committee Chair, and John Leith Tetrault, CEO of NTCIC, to assist us in brokering the full complement of credits required to complete our project. We also have a commitment from the National Equity Fund for 2010 credits. We have passed all of the preliminary steps to award the credits.

Applicant	The Arc of Hilo

### IV. Experience and Capability

### A. Necessary Skills and Experience

The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the request. State your experience and appropriateness for providing the service proposed in this application. The applicant shall also provide a listing of verifiable experience of related projects or contracts for the most recent three years that are pertinent to the request.

The Arc of Hilo operates a fully staffed Human Resources Department with highly skilled and trained personnel, with Debra Carbaloc as Chief Operating Officer supervising all of the compliance activities of the organization. Trainings are held for staff and every employee has a specific safety and workplace harmony orientation that prepares them for a sometimes difficult and wide ranging work place. EEO compliance is observed and documented. All discriminations statutes including section 109 are monitored by Debra and Mike as CEO. Additionally, reports are made to the Board on these subjects regularly. They are a part of the annual audit that includes a compliance review. The audit includes OMB Circulars A-110, A-122, and A-87, 84, 85 and A-133.

The Arc is organized into three divisions: Community Support Services, Employment Training Services, and Administrative Services. Currently, all of the divisions are housed in the 10,000 square foot Arc of Hilo Client Center. The development plan calls for the continued use of the 10,000 square foot facility for general administration and employment training. The new development of the 17,600 square foot Community Center will allow for specialized worker training classes using a computer lab. It will provide space for arts and recreation, community outreach, exercise for the disabled and space for diverse community meetings.

Our project has several sources of federal funds and we are in complete compliance with Davis Bacon labor standards. Our architect receives the most updated wage prior to final bid paperwork prep and we advertise with only the correct compliance language after a two stage review. We are a drug-free workplace with mandatory preemployment screening as well as incident screening. WE support minority vendor programs and work tirelessly to give opportunity to all of the ethnic communities within Hawaii.

#### Each division is led by a very qualified and capable leader.

The Arc of Hilo's President and CEO is Michael Gleason, who joined the organization in July of 2000. Mr. Gleason holds a bachelor's degree in Education and worked as a special education teacher for 17 years, including 12 years in Hawai'i. In his last position at Pahoa Intermediate and High School, he was the Felix Student Coordinator and the Vice Principal, As the CEO he represents The Arc of Hilo in the Community and he provides leadership, management direction and support to the entire agency, including programs and services. Mike Gleason has assembled assets from the consulting worlds to assist the staff as they implement more complex projects like the Jobs Center. He is working with Irvin M. Henderson & Company, a firm dedicated to the effective execution of public-private partnerships, with nonprofit and for-profit developers, as co-developer and development coach.

Administrative Services is led by Debra Cabarloc, Chief Administrative and Operating Officer. Her employment with The Arc of Hilo began as its Human Resources Coordinator in 2001. Ron Penn, the Arc of Hilo's former Chief Financial Officer trained Ms. Cabarloc as his successor for administrative issues. Her background is in Accounting, Human Resources, Payroll, and Systems and Information Management. She is responsible for the overall administrative and operating management of the company and the accurate interpretation, compliance and implementation of the policies and procedures related to these areas. Previously, she was a Medical Claims Assistant for The Family Medicine Center of Hilo.

Applicant	The Arc of Hilo	 

Accounting and Grants Management is led by Debbie Perkins, CFO. She has a wealth of experience in construction and real estate accounting and has revolutionized the accounting department by implementing the Sage Suite of nonprofit accounting software. Debbie was a candidate for the Pacific Business New CFO of the Year and came in as one of four finalists throughout all of Hawaii. She is also overseeing the technology plan for The Arc. Her previous experience in accounting for real estate firms and construction companies is very helpful for this project. This year Debbie has attended several professional development opportunities including grants and grants management courses, Hawaii Community Foundation development opportunities and training from the Nonprofit Finance Fund. She will be a fellow in the current program which is collaboration between NFF and HCF.

Employment Training Services is led by Charmaine Ka-ipo. With a wealth of experience, she is the Employment Training Services Group Manager – including task areas such as Evaluation, Training, and Placement she oversees The Arc of Hilo's Vocational Training Center which includes: the Job Placement and Retention and Supported Employment Program. Ms. Ka-ipo has 17 years of experience in working with the low income including persons with disabilities. She has a Bachelor's Degree in Fashion Design/Merchandising and Business Administration from the University of Hawai'i at Manoa. Since she joined The Arc of Hilo in 1991 she provided case management, evaluation, training and placement services. She has presided over the growth of the Arc's capacity to train the low income including people with disabilities. Before the Arc, she was a Customer Service Supervisor/Trainer to United Airlines and as a Program Director for the Y.M.C.A.

Client Support Services is led by Vicki Linter, whose career spans tremendous growth in the number of the low income including people with disabilities served by The Arc. The Client Support Services (CSS) Group Manager, Ms. Linter, has overseen the Client Support Services department through this period of rapid growth. Her department provides a day program for the most physically and mentally disabled. When she began at The Arc, she had 33 clients and is now working with more than 80. Ms. Linter holds a Bachelor's degree in Psychology and a certificate in Gerontology, and has extensive experience with long-term care of aging and disabled populations. As the CSS Group Manager she directly oversees the LASR program.

Irvin M. Henderson is the principal of a consulting firm and development company with particular expertise in the areas of community development education and training, community development finance and capital structure, collaboration and community involvement, community reinvestment, organizational development, project design and management, strategic planning, commercial, residential and enterprise development. He brings a background in financial planning and community development that includes a range from brokering securities to grass roots empowerment. He is the former President and CEO of Henderson Financial Services, a financial planning, securities and insurance full service company and the former President and CEO of Gateway Community Development Corporation.

He has co-developed or served as development consultant for thousands of units of housing and over a million square foot of commercial space. He is the former President and CEO of Gateway Community Development Corporation. Irvin is Founding President of the Community Reinvestment Association of North Carolina, Chairperson of the National Community Reinvestment Coalition, Audit Committee Chair and Board member of the National Trust Community Investment Corporation, Trustee of the CRA Mutual Fund, founding Chair of the Banker Community Collaborative Council, founding Executive Committee member of the North Carolina Fair Housing Center and a trustee of the National Trust for Historic Preservation.

Scott Fleming of Fleming and Associates is the Architect of record and the Contract Administrator for the project. He keeps the minutes of the development team meetings and chairs the committee for change orders. Scot is formerly of Durant 5 and is a very experienced highly-sought after architect that has recently completed Phase II for The Arc of Hilo, a Hawaii County Office Building and various public and private projects.

The Arc of Hilo's Grant Writer, Marta Birchard joined the team in August, 2011. Her position involves grant writing, management, research, development, review and editing of grant proposals for both unrestricted and restricted projects. She has over 20 years experience working with non profit entities, private schools, Federal Initiatives, arts and culture and community organizations. Ms. Birchard works directly with the board and staff to

Applicant	The Arc of Hilo	_
-----------	-----------------	---

develop and maximize special funding events, provide media coverage, create promotional materials, manage annual giving campaigns, and supports the role of CFO and Executive Director by administering the programs and guiding the work to be congruent with the priorities outlined by the Board of Directors and the Strategic Development Plan.

Although, this is the leadership of The Arc, there are many great people working with The Arc as either employees or volunteers. They all share the desire to help those who may have a disability or a need or a barrier from gainful employment and higher quality of life. From the Board of Directors to the kids from the high school to the most recently hired employee, they are dedicated to the wonderful clients of The Arc, who can warm any of our hearts on any given day with an aloha expression of love and caring. They may be vulnerable and need assistance, but they give back more than we can ever give them.

The four business service areas, which have been in existence for over 10 years, are janitorial, grounds keeping, plant nursery and the commercial laundry. These business services generate over \$2,000,000 in revenue each year. We have an additional social enterprise (Agricultural Product Development Center-food processing) in research and development. To develop these competitive businesses, The Arc of Hilo competes for private, county, state, and federal contracts to supply services to a variety of entities. We partner with other for-profit and not-profit organizations and we have dedicated professional staff. Our service programs are results driven or we wouldn't succeed in this competitive area very long. The business services developed by The Arc of Hilo will grow as a result of the added facility capacity. With the additional staff and the participants who will be brought into the program, the marketing staff will recruit new client-employers and the Arc will either create jobs for new workers with them or begin providing new services to them, which still creates the new jobs. In either case we will significantly decrease the numbers of unemployed low income people with disabilities.

#### B. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the request. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable.

The Arc does not currently have the space, staff or work conditions to handle the potential expansion of its programming demand. Without the new space, we will not expand staff and will not build the additional capacity that will allow us to serve the additional 230 participants. Considering the other efforts to assist Native Hawaiians and other vulnerable target markets to enhance their economic viability, few efforts will have the multiple bottom line impact of assisting lower income Hawaiians, especially those with disabilities, because of the opportunity to 1) produce consumers for the marketplace, 2) remove beneficiaries from the community and state safety net roles and 3) provide sustainable lifestyle support, all with effective outreach strategies to ensure that we serve the most needy.

We need a new facility because we have the opportunity to serve over twice as many people with disabilities and our analysis of the demand for our services shows that we will need all of those slots from the growth our target populations.

Accessibility: The Arc is concerned with the physical accessibility to our new Center, which is 100% ADA compliant, and designed with people with disabilities and other vulnerable populations in mind. Additionally, we are pioneering the use of assistive technology to enhance the accessibility for people with disabilities to technology and the well-paying jobs associated with technology. The computer lab in our facility is part of an Arc Technology Development Plan, spearheaded by Debbie Perkins, our CFO. This plan was developed in concert with the Weinberg Foundation which was the anchor funder. This effort will increase accessibility for all of these populations, because of the training of The Arc staff which enables them to be extremely effective with difficult and nontraditional trainees.

Applicant	The Arc of Hilo	

## V. Personnel: Project Organization and Staffing

A. Proposed Staffing, Staff Qualifications, Supervision and Training

The applicant shall describe the proposed staffing pattern and proposed service capacity appropriate for the viability of the request. The applicant shall provide the qualifications and experience of personnel for the request and shall describe its ability to supervise, train and provide administrative direction relative to the request.

As CEO, Mike Gleason is an accomplished individual with multi-disciplinary training. He is a Weinberg fellow and head of the Workforce Development Board, the former Private Industry Council, for Hawai'i County. He is the President of the Chamber of Commerce, a seasoned registered and certified sea captain and is Vice Chair of the Hawai'i Association of Nonprofit Organizations. He has a proven track record in leading large, complex projects as is evidenced by the rapid twelve year growth curve in which he has led The Arc. During this period of time, the budget grew from 1.5 million to 6.4 million, staff grew from 35 to 120 and participant clients grew from 89 to over 200. The building will usher in a similar period of high growth and rapid response to those in need.

Mr. Gleason has spearheaded the development of many key stakeholder relations including the Shriners Hospital, Area mental Health, the Department of Social Services, Habitat for Humanity, the Kiwanis Club, Hilo Rotary Clubs, KTS Super Stores, Business Services Hawai'i, HI Community College, the DID Council, Easter Seals, the Bank of Hawai'i, First Hawaiian Bank, American Savings Bank, the Hawai'i Alliance for Community Based Economic Development and Federal, State and County Agencies. He serves on many boards in a leadership position including the Rotary, Boys & Girls Clubs and the Chamber of Commerce.

Attached please see full resumes for Mike Gleason, CEO, Dr David Lovell, and Irvin Henderson, principal of a consulting firm and development company with particular expertise in the areas of community development education and training, community development finance and capital structure, collaboration and community involvement.

Our program managers have successfully worked in their positions from five to fifteen years. This demonstrates the strong and effective leadership we have in our organization. Our leadership serves on regional and national boards and has been awarded numerous designations, certifications, and awards of excellence by peer, governmental and funding entities. The edge we maintain in obtaining competitive contracts demonstrates very performance driven and successful management.

### B. Organization Chart

The applicant shall illustrate the position of each staff and line of responsibility/supervision. If the request is part of a large, multi-purpose organization, include an organizational chart that illustrates the placement of this request.

See attachments for chart.

### VI. Other

### A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

None.

### B. Licensure or Accreditation

Specify any special qualifications, including but not limited to licensure or accreditation that applicant possesses relevant to this request.

The Arc of Hilo has several individuals who have received accreditation or certification in specialties within their fields and these are listed on their resumes.

The CEO has a degree in special education and is considered an expert I the operation of social enterprises with people with disabilities. He has received several Hawaiian civic and cultural awards as well.

# **BUDGET REQUEST BY SOURCE OF FUNDS**

(Period: July 1, 2012 to June 30, 2013)

		-	•
Applicant:	The Arc of Hilo		
· · · —			

Ві	JDGET			The second secon	
	ATEGORIES	Total State			1
"	RIEGORIES	Funds Requeste			
		(a)	(b)	(c)	(d)
	PERSONNEL COST	ŀ			
4	1. Salaries	<u> </u>			
	Payroll Taxes & Assessments	<u> </u>			
_	Fringe Benefits				
7	TOTAL PERSONNEL COST			-	
В. С	OTHER CURRENT EXPENSES				The second secon
1 .	Airfare, Inter-Island				
	2. Insurance				
] 7	3. Lease/Rental of Equipment				
-	4. Lease/Rental of Space				
	5. Staff Training				
	6. Supplies				
	7. Telecommunication				
	3. Utilities				
9			T		
1			· · · · · · · · · · · · · · · · · · ·		
1					<del></del>
1:			<del>                                     </del>		
1:	The state of the s		<del> </del>		
1			<del> </del>		
1:			<del> </del>		
10					
1					
18			1		
19			<del></del>		
20					
			<del>                                     </del>		<del></del>
Т Т	OTAL OTHER CURRENT EXPENSES		]		
	· · · · · · · · · · · · · · · · · · ·	***			
	QUIPMENT PURCHASES				
D. M	OTOR VEHICLE PURCHASES				
E. C	APITAL	8,855,180			
TOTA	AL (A+B+C+D+E)				
1017	(ATBTCTDTE)	8,855,180			
			Budget Prepared B	V.	
SOLIE	RCES OF FUNDING		got. Toparou b	J.	J
				<b>.</b>	
	) Total State Funds Requested	1,000,000	<u> </u>		35-8534
<u>(b</u>	)		Name (Please type or pri	nt)	Phone
(c					1127/12
(d	)		Signature of Authorized C	2015.20	Date
, α	/				Date
TOT-	LOUDGET		Chick Front		
IOIA	L BUDGET	1,000,000	Name and Title (Please t	pe or print)	ł
					ļ
		<del></del>	The second secon		

# BUDGET JUSTIFICATION PERSONNEL - SALARIES AND WAGES

Applicant: The Arc of Hilo	
	Period: July 1, 2012 to June 30, 2013

POSITION TITLE	FULL TIME EQUIVALENT	ANNUAL SALARY A	% OF TIME ALLOCATED TO GRANT REQUEST B	TOTAL STATE FUNDS REQUESTED (A x B)
				\$
NONE				\$ -
				\$ -
				\$
				\$ -
			ļ	\$ -
				\$
				\$
				\$
				\$ -
				\$ -
				\$
				\$
				<u> </u>
TOTAL:				
JUSTIFICATION/COMMENTS:				

## **BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES**

DESCRIPTION EQUIPMENT	NO. OF	COST PER	TOTAL COST	TOTAL BUDGETED
			\$ -	
IONE			\$ -	
			\$ -	
			\$ -	
			\$ -	
T USTIFICATION/COMMENTS:	OTAL:			
USTIFICATION/COMMENTS:  DESCRIPTION	NO. OF	COST PER VEHICLE	TOTAL COST	TOTAL BUDGETED
USTIFICATION/COMMENTS:		COST PER VEHICLE	cost	TOTAL BUDGETED
DESCRIPTION  OF MOTOR VEHICLE	NO. OF	i .	COST	
DESCRIPTION  OF MOTOR VEHICLE	NO. OF	i .	\$ -	
USTIFICATION/COMMENTS:  DESCRIPTION	NO. OF	i .	\$ - \$ -	
DESCRIPTION  OF MOTOR VEHICLE	NO. OF	i .	\$ - \$ - \$ -	

# BUDGET JUSTIFICATION CAPITAL PROJECT DETAILS

Applicant:	The Arc of Hilo

Period: July 1, 2012 to June 30, 2013

TOTAL PROJECT COST		ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		OF FUNDS REQUESTED	FUNDING REQUIRED IN SUCCEEDING YEARS	
	FY: 2010-2011	FY: 2011-2012	FY:2012-2013	FY:2012-2013	FY:2013-2014	FY:2014-2015
PLANS						
LAND ACQUISITION						
DESIGN						
CONSTRUCTION	0	0	1000000	7850000	0	
EQUIPMENT						
TOTAL:	o	0	1,000,000	7,850,000	0	(

# PRO FORMA



# <u>DEVELOPMENT PRO FORMA SUMMARY / SOURCES</u> THE ARC OF HILO JOB CREATION AND TRAINING CENTER PH. I-IV

PRE-DEVELOPMENT COST	\$ 49,600.00
(includes acquisition)	
HARD COSTS	6,199,877.00
CONTRACTOR'S OVERHEAD	1,239,975.40
SOFT COSTS	1,908,537.22
ESCALATION	600,000.00
CONTINGENCY	715,414.56
DEVELOPMENT ADMIN.	309,993.85
DEVELOPER FEE	619,987.70
TOTAL DEV. COSTS	\$ 11,643,385.73
DEVELOPMENT PRO FORMA cost estimation Fleming & Asso	
PRE-DEVELOPMENT	floor space
property increasing	
property inspection title search	1,200.00
applicable permits environmental	3,400.00 45,000.00
land cost	-
acquisition other	-
PREDEVSUBTOTAL	\$ 49,600.00
HARD COSTS	
off-site improvements	
on-site improvements demolition	_
rehabilitation	48,200.00
new construction utilities	6,115,677.00 36,000.00
HARD COSTS SUBTOTAL	
CONTRACTORS' OVERHEAL	1,239,975.40
TOTAL HARD COSTS	7,439,852.40
SOFT COSTS	• •
architect	387,492.31
appraisal engineering	5,000.00 34,000.00
legal	32,000.00
construction management local permits	100,000.00 24,100.00
insurances	11,170.00
construction loan interest	223,195.57 92,998.16
construction loan fee Tax Credit Fee	557,988.93
holding period interest	390,592.25
SOFT COSTS SUBTOTAL	50,000.00 \$ 1,908,537.22
SOLI COSTO COBTOTAL	\$ 1,300,557.22
HARD COST CONTINGENCY	619,987.70 10%
SOFT COST CONTINGENCY	95,426.86 5%
DEVELOPMENT ADMIN.	309,993.85 5%
DEVELOPMENT FEE	619,987.70 10%
ESCALATION	600,000.00
TOTAL DEVELOPMENT COS	· ·
Furniture, Fixtures and Equipment	\$ 674,981.55

NET DEVELOPMENT COST \$ 10,968,404.18

17,600 TOTAL IMPROVED AREA

### SOURCES OF FUNDING AND FINANCE

BANK OF HAWAII -ASB	\$ 125,000.00	IN APPLICATION
ARC OF HILO DEV FEE	\$ 100,000.00	APPROVED
EDA GRANT OCS	\$ 993,000.00 800,000.00	
STATE GRANTS IN AID	\$ 1,750,000.00	SECURED
COUNTY CDBG	\$ 1,282,000.00	SECURED
ARC OF HILO EQUITY	\$ 245,000.00	SECURED
OFFICE OF HAWAIIAN AFFAIRS	\$ 120,000.00	SECURED
CAPITAL CAMPAIGN EQUITY	\$ 25,745.73	SECURED
07 FEDERAL EARMARK	\$ 262,640.00	SECURED
NEW MARKETS TAX CREDITS	\$ 3,300,000.00	IN PROCESS
WEINBERG FOUNDATION	\$ 2,200,000.00	IN PROCESS
ATHERTON-COOKE	\$ 150,000.00	SECURED
08 FEDERAL EARMARK	\$ 190,000.00	SECURED
FIRST HAWAIIAN-CPAC	\$ 100,000.00	IN PROCESS
TOTAL SOURCES	\$ 11,643,385.73	

# STATE LEASE



470



R-506 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

APR 09, 2009 08:01 AM

Doc No(s) 2009-053556



20 1/1 29

Is/ NICKI ANN THOMPSON REGISTRAR CTax (15): \$1.00

LAND COURT SYSTEM

AFTER RECORDATION, RETURN BY Mail (X)

Nakamoto, Okamoto & Yamamoto (AMO)

187 Kapiolani Street Hilo, Hawaii 96720 REGULAR SYSTEM

Pickup ( )

TG: 200915159-S

TITLE OF DOCUMENT:

### MEMORANDUM OF LEASE

PARTIES TO DOCUMENT:

LESSOR:

DEPARTMENT OF HUMAN SERVICES, a Department of the

State of Hawaii;

LESSEE:

THE ARC OF HILO, a Hawaii nonprofit corporation, whose

address is 1099 Waianuenue Avenuenue, Hilo, Hawaii 96720.

Affects: TMK: (3rd) 2-3-32: 6, 7 & 8

This document

contains 10 pages.

### LEASE AGREEMENT

THIS INDENTURE OF LEASE made on the 6th day of March, 2003, by and between the DEPARTMENT OF HUMAN SERVICES whose address is P. O. Box 339, Honolulu, Hawaii 96809-0339 by its Director, hereinafter called "Lessor," pursuant to Executive Order No. 02849 dated July 13, 1977 and THE ARC OF HILO whose address is 1099 Waianuenue Avenue, Hilo, Hawaii 96720, hereinafter called the "Lessee."

### WITNESSETH:

### ARTICLE 1 - DEMISE

Section 1.1 <u>Premises.</u> The Lessor in consideration of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid, observed and performed, does hereby demise and lease unto the Lessee the Premises situate at Tax Map Key: 2-3-32 (the "Property"), Pilihonua, South Hilo, Hawaii hereinafter more particularly identified as: Parcel 1 containing an area of 1.922 acres, filed under CSF No. 18,364, Parcel 2 containing an area of 1.614 acres, filed under CSF No. 18,365 and Parcel 3 containing an area of 1.860 acres, filed under CSF No. 18,966 for a total of 5.396 acres Exhibit A and known as Hilo Rehabilitation Center attached hereto and made a part hereof together with the full right in common with others over, across, and through any alleys, common entrances, and exits, lobbies, stairways, halls, escalators, elevators, corridors, and parking areas in or around said Property.

Section 1.2 <u>Term.</u> The term of this lease and Lessee's obligations to pay the rent hereunder shall be for a term of twenty-five (25) years commencing on July 2, 2002 and ending on June 30, 2027, unless sooner terminated as hereinafter provided.

Section 1.3 Option to Extend. Hawaii Revised Statutes section 171-36(a)(1) prohibits options for renewal of terms.

Section 1.4 Option to Cancel. Lessor and Lessee shall have the right to cancel this lease at any time under the following conditions:

- a. Should Executive Order No. 02849 be rescinded or;
- b. The State decide to sell the Property or;
- c. The State decide on a new use of the Property or;
- d. Lessee decides to move to another location; and
- e. Lessor or Lessee provides to the other party with a minimum of two hundred seventy (270) calendar days prior written notice to Cancel.

Section 1.5 <u>Quiet Enjoyment</u>. Upon payment by Lessee of the rent hereinafter reserved and upon observance and performance of the terms, covenants, and conditions herein contained and to be observed and performed by Lessee, Lessee shall peaceably hold and enjoy the Premises

for the term and any extensions thereof without hindrance or interruption by Lessor or any other person lawfully or equitably claiming by, through or under the Lessor, except as herein otherwise expressly provided.

Section 1.6 Minerals and Water. (a) The Lessor reserves the right to all minerals as hereinafter defined, in, on, or under the demised Premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine, and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such minerals by any means whatsoever, including strip mining. "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and without limitation theron, all other mineral substances and ore deposits, whether solid, gaseious, or liquid, including all geothermal resources in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock or other material suitable for use and when used in general construction in furtherance of the Lessee's permitted activities on the demised Premises and not for sale to others. (b) The Lessor reserves the right to all surface and ground waters appurtenant to the demised land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the demised Premises as may be required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the Lessor of the rights reserved in this paragraph just compensation shall be paid to the Lessee for any of Lessee's improvements taken.

Section 1.7 <u>Prehistoric and historic remains</u>. All prehistoric and historic remains found on said demised Premises shall remain on the Premises.

Section 1.8 <u>Covenant against discrimination</u>. The use and enjoyment of the premises shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, martial status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

### ARTICLE II - RENT AND OTHER CHARGES

Section 2.1 <u>Base Rent</u>. In consideration of this Lease, the Lessee agrees to pay the Lessor as yearly base rent for the Premises the sum of ONE AND NO/100 DOLLARS (\$1.00), payable on the first day of July of each and every year of said term. Payments will be made payable to the Director of Finance and sent to the Department of Human Services, Vocational Rehabilitation Division, P. O. Box 339, Honolulu, Hawaii 96809-0339 or any other place the Lessor in writing may designate, on the day and in the manner aforesaid without any deduction and without notice or demand; and that if any installment of rent shall not be promptly paid when due or within thirty (30) days thereafter, rent shall bear simple interest at the rate of ten percent (10%) per annum from said date until paid.

Should the commencement date precede the date of execution of the lease document, all rent due shall become due and payable on the date of the execution of the Lease. All rent due in

arrears shall be paid by the Lessee within forty-five (45) calendar days from the date of the execution of the Lease.

Section 2.2 <u>Security Deposit</u>. No security deposit of any kind shall be required to be paid by Lessee.

Section 2.3 Operating Costs and Utilities. The Lessee shall be responsible to pay when due, all charges, duties, and rates of every description to which said demised Premises, or any part thereof, or any improvements thereon, which the Lessor or Lessee in respect thereof, may, during said term become liable for, including water, sewer, gas, electricity, refuse collection or any other utilities or services whether assessed to or payable by the Lessor or Lessee.

Section 2.4 <u>Janitorial</u> and <u>ground maintenance services</u>. The Lessee will be responsible for and provide all janitorial and ground maintenance services on the Premises.

### ARTICLE III - USE

Section 3.1 <u>Use of Premises</u>. The Premises shall only be occupied and used by the Lessee for work evaluation, work training, work adjustment and other services directly relating to its vocational rehabilitation activities as set forth in its operating program and in accordance with existing and future agreements and/or contracts with the State of Hawaii, Department of Human Services and/or other programs to improve the life of persons with disabilities. The Lessee will not use or permit, or suffer the use of the Premises for any other business or purposes without the written consent of the Lessor, which consent shall not be unreasonably withheld.

The Lessee shall operate and maintain the Premises in accordance with minimum standards prescribed by the State Department of Health and the State Department of Labor and Industrial Relations.

Section 3.2 Joint Use and Common Areas. Certain portions of the Premises may be utilized by the State Department of Human Services personnel and clientele in the rehabilitation of the mentally and physically handicapped. The common areas shall consist of all areas designed for common use or benefit, including, without limiting the generality of the foregoing, delivery areas, curbs, drains, walkways, corridors, hallways, gardens, landscaped and vacant areas and public facilities such as washrooms, lounges, toilets, drinking fountains, shelters, elevators, stairs, and ramps. Lessee and its employees, agents, clients and invitees shall have the right at all times during the term, subject to applicable rules and regulations, if any, made by Lessor and as approved by the Lessee as herein provided; to the reasonable use of the common areas in common with Lessor and others entitled to use such areas; PROVIDED, HOWEVER, that the Lessee's employees shall not use the common areas for parking their own vehicles unless provided herein or otherwise specifically agreed to by Lessor and Lessee. Lessee will not at any time use the common areas for the display or storage of any merchandise or equipment without the written consent of the Lessor which shall not be unreasonably withheld.

Section 3.3 <u>Non-profit organization</u>. The Lessee shall retain its status of a non-profit organization for the duration of this Lease. If such status changes, the Lessee will immediately notify the Lessor in writing of such change which may result in a termination of the Lease. In such a case, Lessor shall give Lessee written notification of intent to terminate the lease and shall give Lessee 90 work days to vacate the premises.

Section 3.4 <u>Observance of Laws.</u> Lessee will at all times during the term observe and comply with all laws, ordinances, and rules and regulations now or hereinafter made by any governmental authority and applicable to the occupancy or use of the Premises or the conduct of any business therein or to the use of the common areas.

Section 3.5 <u>Rules and Regulations</u>. Lessor may from time to time adopt or amend such reasonable rules and regulations as Lessor deems necessary or desirable for the operation or use of the Premises, such as, but not limited to, the use of the common areas and other matters which may be of benefit or protection to the Lessor and the tenants; PROVIDED, HOWEVER, that if the rules and regulations are inconsistent with the terms, conditions, and covenants of this Lease, then the terms, conditions, and covenants of the Lease shall control. The Lessee shall observe and comply with said rules and regulations.

Section 3.6 <u>Waste, Nuisance, or Unlawful Activity.</u> Lessee agrees that it will not commit or permit any waste on the Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Premises to be used in an unlawful manner.

Section 3.7 <u>Subletting and Assignment</u>. The Lessee agrees that neither the Premises nor any part thereof shall be sublet, mortgaged or assigned. Nor will the Lessee part with the possession of the whole or any part thereof without the consent in writing of the Lessor first having been obtained, which consent shall not be unreasonably withheld; PROVIDED, HOWEVER, that prior to such approval, the Lessor shall have the right to review and approve the rent to be charged to the proposed sublessee and, if necessary, revise the rent of the demised premises based upon the rental rate charged to the said sublessee; PROVIDED, FURTHER, that the rent may not be revised downward.

### ARTICLE IV - HAZARDOUS MATERIALS

Section 4.1 <u>Lessee's Covenants.</u> Lessee shall not cause or permit the escape, disposal or release of any hazardous materials in or upon the Premises. Lessee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials. The Lessee shall not allow to be brought into the Premises any such materials except to use in the ordinary course of Lessee's business, and then only after written notice is given to Lessor of the identity of such materials. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional charges if such requirement applies to the Premises. In addition, Lessee shall execute affidavits, representations and the like from

time to time at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Lessee.

Section 4.2 <u>Lessor's Representations</u>, <u>Warranties</u>, and <u>Obligations</u>. Lessor represents and warrants to Lessee that Lessor has no liability under, has never violated, and is presently in compliance with all environmental laws regarding hazardous materials applicable to the Premises and Property, and to the best of Lessor's knowledge, there does not now exist or ever existed any environmental condition relating to hazardous materials on the Premises or the Property.

Lessee agrees to indemnify and hold Lessor harmless from any damages or claims from any environmental condition or violation of any environmental laws resulting from the use or placement of hazardous materials on the Premises or the Property prior to the lease commencement date even if not discovered until after the lease has commenced. This indemnity shall survive the lease termination date and shall be in addition to Lessee's obligations for breach of the above representations and warranties.

Lessee further agrees that compliance with any laws regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Lessee.

Section 4.3 <u>Asbestos Management Program.</u> Upon execution of this document, Lessee agrees to conduct an asbestos survey of the Premises. If the survey/disclosure identifies asbestos containing materials (ACM) and the ACM is not removed, the Lessee agrees to appoint a manager who has received an accredited asbestos training to develop a written operations and maintenance plan for proper care, maintenance and handling of the ACM; to provide accredited asbestos training for custodians, repair and maintenance personnel; to inform occupants, maintenance and repair personnel where ACM are located and notify them regarding availability of the survey reports. Lessee further agrees that compliance with any laws, regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Lessee. When ACM within the Premises are to be abated, it shall be performed in conformance with the requirements specified in the Asbestos Hazards Emergency Response Act. "Accredited" means qualified through a program or course approved by the Environmental Protection Agency.

Section 4.4 <u>Definitions</u>. For the purpose of this lease "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

### ARTICLE V - MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 5.1 <u>Lessee's Maintenance and Repair of the Premises</u>. The Lessee will at its own cost during the term of this Lease and any extensions thereof keep the Premises in a good and

safe condition; PROVIDED, HOWEVER, that reasonable use and wear and tear and unavoidable casualty are excepted.

Section 5.2 Repairs by Lessee. The Lessee shall keep the common areas and the structural integrity of the Property in good condition and repair during the term of the Lease and any extensions thereof. The Lessee shall diligently proceed with any repairs affecting or causing serious threats to health and safety no later than three (3) days after written notice by Lessor and no later than thirty (30) days for other repairs after written notice by Lessor. If Lessee fails to make repairs in the requisite time period, Lessor shall have the right to repair and immediately demand monetary reimbursement in legal tender of the United States of America from the Lessee which shall be paid within ten (10) days of said written demand by Lessor.

No compensation or claim will be allowed by the Lessee by reason of inconvenience or annoyance arising from the necessity of repairing, altering, or improving any portion of the building of which the Premises hereby leased are a part, however, the necessity may occur.

Section 5.3 <u>Lessor's Right of Entry</u>. The Lessee shall allow the Lessor and the agents of the Lessor at reasonable times and upon prior notice, to enter upon the Premises and examine the condition thereof and to make repairs thereto.

Section 5.4 <u>Alterations</u>. The Lessee shall not make any alterations or additions whatsoever to the Premises over the amount of FIFTY-THOUSAND AND NO/100 DOLLARS (\$50,000) without first obtaining Lessor's written approval of the plans and specifications thereof, which shall not be unreasonably withheld.

Section 5.5 <u>Janitorial and Ground Maintenance Services</u>. The Lessee shall be responsible for and provide all janitorial and ground maintenance services on the Premises and Property at its own cost and expense.

### ARTICLE VI - LESSEE'S RESPONSIBILITIES, LIABILITY, AND INSURANCE

Section 6.1 <u>Indemnity</u>. The Lessee shall indemnify, defend, and hold the Lessor harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: 1) any act or omission on the part of Lessee, relating to Lessee's use, occupancy, maintenance, or enjoyment of the premises; 2) any failure on the part of the Lessee to maintain the premises and sidewalks, roadways, and parking areas adjacent thereto in Lessee's use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of the Lessee to maintain the premises in a safe condition; and 3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the Lessee's non-observance or non-performance of any of the terms, covenants, and conditions of this lease or the rules, regulations, ordinances, and laws of the federal, state, municipal, or county governments.

Section 6.2 <u>Costs of litigation</u>. In case the Lessor shall, without any fault on Lessor's part, be made a party to any litigation commenced by or against the Lessee (other than condemnation proceedings), the Lessee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the Lessor; furthermore, the Lessee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the Lessor in enforcing the covenants and agreements of this Lease, in recovering possession of the premises, or in the collection of delinquent rental, taxes, and any and all'other charges.

Section 6.3 <u>Liability Insurance</u>. The Lessee shall procure, at its own cost and expense, and maintain during the entire period of this Lease, with an insurance company or companies acceptable to the Lessor, a policy or policies of comprehensive public liability insurance, in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), insuring against all claims for personal injury, death, and property damage; that said policy or policies shall cover the entire Premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the demised Premises in the control or use of the Lessee. The Lessee shall furnish the Lessor with a certificate showing such policy to be initially in force and shall furnish a like certificate upon each renewal of such policy, each such certificate to contain or be accompanied by an assurance of the insurer to notify the Lessor of any intention to cancel any such policy to actual cancellation. The procuring of this policy shall not release or relieve the Lessee of its responsibility under this Lease as set forth herein or limit the amount of its liability under this lease. The State of Hawaii will be named as an additional insured on Lessee's policy

Section 6.4 <u>FIRE INSURANCE</u>. The Lessee shall, at its own cost and expense, keep all buildings now or hereafter erected on the demised Premises insured throughout the term against loss or damage by fire and the hazards covered by broad form insurance coverage in the joint names of the Lessor and Lessee as their interest may appear, at its full replacement value; loss, if any, to be adjusted with the Lessee acting in conjunction with the Lessor, and payable to the Lessee and or Lessor, as their interest may appear. The insurance shall be in an insurance company licensed to do business in the State of Hawaii and a copy of the policy or a certificate of insurance shall be delivered to Lessor. In the event of loss or damage the Lessee shall, from the proceeds of such insurance:

- a. With the Lessor's approval, rebuild or replace and repair said buildings according to the original plans therefor, with due allowance for normal wear and tear; or
- b. With the Lessor's approval, rebuild or replace and repair the same according to modified plans; or
- c. With the Lessor's approval, use said proceeds for the construction of new buildings or the amendment of buildings not damaged as aforesaid; or
- d. If damaged by fire in the last five (5) years of the Lease term or any extended term, the Lessee may surrender all insurance proceeds and terminate the Lease.

### ARTICLE VI - PROPERTY OF LESSEE

Section 7.1 Property of Lessee. All personal property of any kind or description whatsoever on the Premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Lessee arising from any act or neglect of co-tenants or other occupants of the building or of other persons, from bursting, overflowing, or leaking of water, gas, sewer, or stem pipes or from any fixtures, appliances, or devices connected to same, or from electric conduit, wires, fixtures, appliances, or devices, or from chemicals, bacteria, odors, or mold caused in any other manner whatsoever unless caused by the negligent act or omission of Lessor or its authorized representatives.

### ARTICLE VIII - CONDEMNATION

Section 8.1 <u>Condemnation</u>. In the event during the term of this Lease or any extensions thereof, the Premises or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then and in such event, this Lease shall cease and terminate as of the date Lessee is required to vacate the Premises, and the rent reserved shall be apportioned and paid up to that date. All compensation and damages payable for or on account of the Premises and common areas and the Property thereof, except for improvements constructed or owned by the Lessee, shall be payable to and be the sole property of the Lessor. Lessee shall be compensated for all improvements constructed or owned by the Lessee. The Lessee shall not be entitled to any claim against the Lessor for condemnation of or indemnity for the leasehold interest of the Lessee.

Section 8.2 <u>Partial Taking</u>. In case only part of the Premises shall be so taken or condemned, the rent thereafter payable for the unexpired remainder of the term shall remain unchanged, PROVIDED, HOWEVER, either party has the right to terminate this Lease at its option in the event of a partial taking of at least 25% of the Premises without further obligation under this Lease.

### ARTICLE IX - CASUALTY

Section 9.1 Fire. The Lessee shall in case of fire give immediate notice thereof to the Lessor, and in case the Premises or the building and other improvements in which the Premises are located are totally or partially destroyed or damaged by fire or other cause as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusuable or untenantable for a period exceeding one hundred twenty (120) days then this Lease may be terminated at the option of either party hereto; that if the Premises or the building and other improvements in which the Premises are located are damaged as aforesaid so as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusuable or untenantable for a period of more than sixty (60) days but not exceeding one hundred twenty (120) days, there shall be no abatement of the basic rent during the period the Premises are untenantable; that if the Premises

are rendered untenantable as aforesaid for a period of less than sixty (60) days, there shall be no abatement of rent.

If twenty-five percent (25%) or more of the rentable area of the building of which the Premises form a part is rendered untenantable by fire or other casualty or if the Lessor is unable to obtain a building permit to repair any portion of the Premises which have been damaged by fire or other casualty or which have been declared unsanitary or unsafe by any governmental agency or authority, then the Lessor may cancel this Lease, although the Premises be not themselves damaged. Written notice of cancellation shall be given the Lessee within thirty (30) days after such damage or declaration by civil authority and thereafter the Lessee shall immediately surrender possession.

### ARTICLE X - DEFAULT

Section 10.1 Remedies on Lessee's Default. This Lease is upon the express econdition that, if Lessee shall fail to pay the rent herein reserved or any part thereof as the same becomes due, or shall fail to faithfully observe and perform any other term, covenant, or condition of this Lease, or shall abandon the Premises, or shall suffer this Lease or any estate or interest hereunder to be taken on execution, or shall suffer any mechanic's or materialmen's lien to attach said Premises, and shall fail to secure the discharge or release thereof within a reasonable time after the entry of any judgement or order of a court of competent jurisdiction for the foreclosure or other endorsement of the lien and the breach or default shall continue for a period of thirty (30) days after delivery of a written notice of any such breach or default by personal service, registered mail, or certified mail, then in that event, Lessor may at once reenter the Premises and, upon or without the entry, at its option, terminate this Lease without any further service or notice or legal process, and may expel and remove from the Premises, Lessee and those claiming under it and its effects and Lessor may store, remove and dispose of any of Lessee's improvement or personal property at Lessee's expense, and may then or at any time before or thereafter bring an action for summary possession of said Premises, all without prejudice to any other remedy or right of action which Lessor may have for arrears of rent or other breach of this Lease; PROVIDED, HOWEVER, that if the nature of the default, other than nonpayment of rent is such that the same cannot be reasonably cured within a thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall, within the period, commence a cure and thereafter diligently prosecute the same to completion.

Section 10.2 <u>Nonwaiver</u>. The acceptance of rent by Lessor or its agent shall not be deemed to be a waiver by it of any breach by Lessee of any covenant contained herein or of Lessor's right to reenter for breach of condition.

### ARTICLE XI - SURRENDER, HOLDING OVER

Section 11.1 <u>Surrender of Premises</u>. At the end of the term of this Lease or other earlier termination of this Lease, the Lessee shall peaceably deliver up to the Lessor possession of the demised Premises together with all improvements thereon by whomsoever made, except those

improvements that can be reasonably removed by the Lessee, in good repair, order and condtion, reasonable wear and tear and unavoidable casualty excepted.

The Lessee shall allow the Lessor during the last month of the term or extended term hereof to affix to or keep on the Premises "For Rent" notice, and will allow the Lessor to show the Premises during business hours to prospective Lessees upon advance notice.

If the Lessee fails to remove any and all of Lessee's improvements and/or personal property from the Premises, after thirty (30) days written notice by Lessor, the Lessor may remove any and all improvements and/or personal property from the Premises and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of the Lessee, and the Lessee hereby agrees to pay all costs and expenses for disposal, removal, or storage of the improvements and/or personal property.

Section 11.2 <u>Holding Over.</u> If Lessee shall remain in possession of the Premises after the expiration of the lease term without executing or intending to execute a document extending or renewing this Lease, Lessee shall be deemed to occupy the Premises as a tenant from month-to-month at the rent herein reserved, subject to all the other terms, covenants, and conditions herein contained insofar as the same are applicable to a month-to-month tenancy. Both Lessor and Lessee have the right to terminate such month-to-month tenancy with at least thirty (30) days prior written notice to the other party.

### ARTICLE XII - NOTICE

Section 12.1 Notice. Any rental invoice, notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

To the Lessor at:

Department of Human Services

Vocational Rehabilitation Division

P. O. Box 339

Honolulu, Hawaii 96809-0339

To the Lessee at:

The Arc of Hilo

1099 Waianuenue Avenue

Hilo, Hawaii 96720

ARTICLE XIII - SUBORDINATION, ESTOPPEL, ATTORNMENT This article is deleted in entirety since it is not applicable to this lease.

### ARTICLE XIV - GENERAL

Section 14.1 <u>Time is of the Essence</u>. Time is of the essence in all provisions of this Lease.

Section 14.2 <u>Hawaii Law; Venue; Jurisdiction.</u> This Lease shall be construed, interpreted, and governed by the laws of the State of Hawaii. The venue for any mediation, arbitration or judicial action with respect to this Lease shall be in the county, or city and county in which the Property is situated. All parties to this Agreement shall submit to the jurisdiction of the State and/or Federal Courts of the State of Hawaii for all purposes relating to this Lease.

Section 14.3 Historic Preservation. See Section 1.7 of this Lease.

Section 14.4 <u>Exhibits - Incorporation in Lease.</u> All exhibits referred to are attached to this Lease and hereby are deemed incorporated by reference.

EXHIBIT "A" Parcel 1, 2, and 3
EXHIBIT "B" Executive Order No. 02849

Section 14.5 <u>Singular and Plural</u>. When required by the context of this Lease, the singular shall include the plural.

Section 14.6 <u>Headings</u>. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe, or limit the scope or intent of any provision of this Lease.

Section 14.7 <u>Successor and Assigns</u>. The term "Lessor" as used herein shall include the Lessor, its successors and assigns, and the term "Lessee" as used herein shall include the Lessee and its successors and assigns.

Section 14.8 <u>Partial Invalidity.</u> If any term, provision, covenant, or condition of this Lease should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 14.9 <u>Interior Improvements</u>. Lessee, at Lessee's sole cost, shall be responsible for any improvements. Lessee must receive Lessor's written approval prior to constructing any improvements over the amount of FIFTY-THOUSAND AND NO/100 DOLLARS (\$50,000.00). Plans must be mutually agreed upon by Lessor and Lessee subject to complying with all appurtenant building codes, laws, regulations, and Lessor first obtaining approval from the Disability and Communication Access Board on proposed interior improvements compliance to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) as required by Hawaii Revised Statutes Section 103-50.

Section 14.10 <u>Americans with Disabilities Act (ADA) Compliance.</u> The Lessee shall comply with the mandates of the Americans with Disabilities Act of 1990 and the regulations

promulgated thereunder, on all new construction and alterations of nonresidential facilities. All new construction and alterations must be made readily accessible to and useable by "disabled individuals." Disabled individuals must be able to approach, enter and use the leased Premises easily and conveniently. Access must be provided to primary entrances, parking areas, routes to and from the building, bathrooms and water fountains, and other goods, services, and programs of the leased Premises. The Lessee shall not be required to provide physical access to a historial property if doing so would threaten or destroy its historic features. Lessee further agrees that, if it is determined the building, including all common areas, do not comply with the ADa, and/or meet minimum level of accessibility (Minimum Access), the Lessee shall be solely liable for such failure and Lessee shall take all necessary actions, including remodeling to bring the building or Premises (if THE Lessee IS providing improvements) into compliance. For purposes of this Lease, "minimum access" means:

- (a) At least one accessible entrance complying with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 4.14. Such entrance shall be an entrance used by the general public (i.e., not a service or freight entrance).
- (b) At least one accessible route complying with ADAAG 4.14 to the Premises where Lessee's functions are conducted.
- (c) If toilet facilities are provided:
  - 1. One (1) toilet facility for each sex in the building; or
  - 2. One (1) unisex toilet. However, if alterations are being done as a condition of the Lessee's occupancy, a unisex toilet is acceptable only if alterations to existing toilet facilities for each sex are technically unfeasible as defined in ADAAG 4.1.6(1)(j);
  - 3. The Lessee will choose the option which provides greater access. Said toilet facilities shall conform with ADAAG 4.22, 4.23, and 4.1.6 (3) (c).
- (d) Accessible parking complying with ADAAG 4.1.2 (5) [(a)-(e)], 4.1.3 (8) (b) (I), 4.1.6 (1) (b), and 4.6 if customer or employee parking is provided and included in the Lease.

The Lessee shall ensure that its programs and services in the leased Premises are "program accessible" as defined by Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act or their implementing regulations.

Section 14.11 <u>Days</u>. Days shall mean calendar days unless otherwise specified.

Section 14.12 <u>Tax Clearances</u>. Pursuant to section 103-53, Hawaii Revised Statutes, tax clearances from the State of Hawaii director of taxation (DOTAX) and the Internal Revenue Service (IRS) are required as a prerequisite to entering into this Lease from the present and/or any future Lessee(s). The Lessee shall obtain the tax clearances from the DOTAX and IRS prior to final payment of this lease agreement.

Section 14.13 <u>Notarized Signatures and Corporate Resolution</u>. The notary of Lessee's signature(s) is attached and made a part of this document. Lessee's Corporate Resolution giving Lessee's signer of this Lease the authority to enter into this Lease is attached and made a part of this document.

Section 14.14 Entire Agreement: Modification. This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day, month, and year first above written. THE ARC OF HILO APPROVED: (RONALD E. PENN) √ Mi¢hael E. Gleason, Chairperson and Member, Board of Its Executive Director Land and Natural Resdurces By: Robert E. Cooper, Its President Member, Board of Land and Natural Resources LESSEE APPROVED BY THE BOARD OF LAND AND NATURAL RESOURCES AT ITS MEETING HELD ON: DEPARTMENT OF HUMAN SERVICES

Lillian B. Koller, Esq.,

APPROVED AS TO FORM:

Deputy Attorney General
Date: March 22, 2004

APPROVED AS TO FORM:

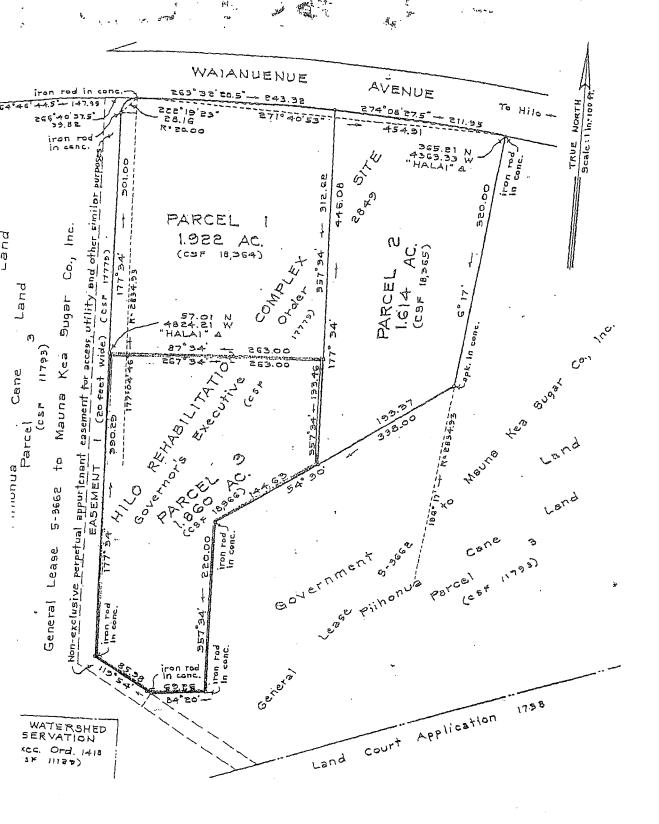
Deputy Attorney General

Dated: 3/6/03

LESSOR

### ACKNOWLEDGEMENT

STATE OF HAWAII	)
COUNTY OF HAWAII	) SS. )
President of The Arc of Hilo to me duly sworn, did say that they are the respectively, named in the foregoing	Formally, 2003, before me personally appeared ive Director of The Arc of Hilo and ROBERT E. COOPER, known, to be the persons described in and, who, being by me Controller executive Director and the President of The Arc of Hilo, and instrument, and that they are authorized to sign said
instrument on behalf of The Arc of	Hilo, and acknowledges that they executed said instrument as
the free act and deed of The Arc of	Hilo.
	N.
	Notary Public, State of Hawaii
	Print Name: <u>*** DIANE SMITH</u> My commission expires: <u>*</u> ** 7-15-2 av 5
	1413 commission expires. 7-73-2143
	Notary Seal Affixed:



### HILO VOCATIONAL REHABILITATION CENTER

### PARCELS 1, 2 AND 3

Pilhonua, South Hilo, Island of Hawaii, Hawaii Scale: Inch = 100 feet

REDUCED NOT TO SCALE

SURVEY DIVISION

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

18,964-18,965-18366 STATE OF HAWAII [15, July 17, 1978]

# 

# Setting Aside Cand for Public Purposes

Dy this Executive Order, I, the undersigned, Covernor of the State of Hamelt, by virtue of the authority in me vested by Section 171-11, Hawaii Revised Statutes, and every other authority me hereunto enabling, do hereby order that the public land hereinafter described be, and the same is, hereby set aside for the following public purposes:

FOR THE HILO REHABILITATION COMPLEX SITE, to be under the management and jurisdiction of the Department of Social Services and housing.

Being portions of the Government (Crown) Land of Piihonua, situate at Piihonua, South Milo, Island of Hawaii, Mawaii, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being, respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Mawaii, both being designated C.S.F. No. 17,779 and dated July 8, 1976.

SUBJECT to disapproval by the legislature by two-thirds vote of either the Senate or the House of Representatives or by majority vote of both, in any regular or special session next following the date of this Executive Order.

Governor of the State of Hawaii

Appgoved as



#### STATE OF HAWA!!

#### SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

July 8, 1976

#### HILO REHABILITATION COMPLEX SITE

### AND EASEMENT 1

Piihonua, South Hilo, Island of Hawaii, Hawaii

Being portions of the Government (Crown) Land of Pilhonua.

### NITLO REHABILITATION COMPLEX SITE:

c.r.r. Ko 17,779

Beginning at a iron rod in concrete at the northeast corner of this parcel of land, and on the south side of Waianuenue Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALAI" being 365.21 feet North and 4363.33 feet West, thence running by azimuths measured clockwise from True South:~

l.	6°	17 °		rcel 3, Piihonua Cane Land ke in concrete;
2.	54°	30'		rcel 3, Piihonua Cane Land n rod in concrete;
3.	357°	34 1	_	rcel 3, Piihonua Cane Land n rod in concrete;
4.	84°	20'	<del>-</del>	rcel 3, Piihonua Cane Lend n rod in concrete;
5	119°	54 '	<del>-</del>	rcel 3, Piihonua Cane Land n rod in concrete;
6.	177°	34'		rcel 3, Piihonua Cane Land n rod in concrete;

- 7. Thence along Parcel 3, Piihonua Cane Land, on a curve to the right
  with a radius of 20.00 feet, the
  chord azimuth and distance being:
  222° 19' 23" 28.16 feet to
  a iron rod in concrete;
- 8. Thence along the south side of Waianuenue Avenue, on a curve to the right with a radius of 2834.93 feet, the chord azimuth and distance being: 271° 40' 53" 454.91 feet to the point of beginning and containing an AREA OF 5.396 ACRES.

-1-

progression of

. . . . . . . . .

### EASEMENT 1:

Being portion of Parcel 3, Piihonua Cane Land.

Being also portion of the Non-Exclusive Perpetual Appurtenant Easement (20.00 feet wide) in favor of Land Court Application 1738.

Beginning at the northwest corner of this easement, and on the south side of Waianuenua Avenua, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALAI" being 376.25 feet North and 4857.78 feet West; thence running by azimuths measured clockwise from True South:

- 1. Along the south side of Waianuenue Avenue, on a curve to the right with

  a radius of 2834.93 feet, the chord

  azimuth and distance being:

  266° 40' 37.5" 39.82 feet to

  a iron rod in concrete;
- 2. Thence along Hilo Rehabilitation Complex Site, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

  42° 19' 23" 28.16 feet to a iron rod in concrete;
- 3. 357° 34' 691.29 feet along Hilo Rehabilitation Complex Site to a iron rod in concrete;
- 4. 299° 54' 85.98 feet along Hilo Rehabilitation Complex Site to a iron rod in concrete;
- 5. 29° 54' 20.00 feet along the remainder of Parcel 3, Plihonua Cane Land;
- 96.99 feet along the remainder of Parcel 3, Piihonua Cane Land;
- 7. 177° 34' 721.68 feet along the remainder of Parcel 3, Piinonua

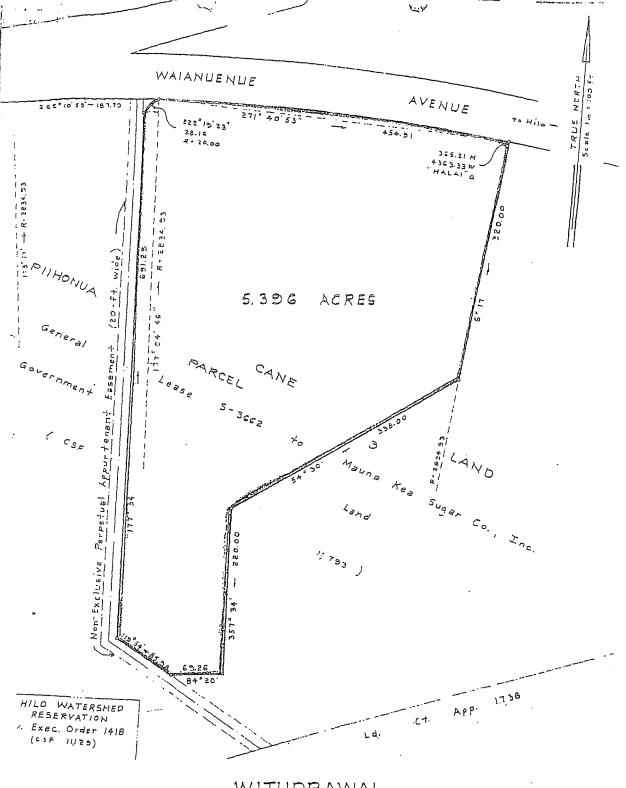
  Cane Land to the point of beginning and
  containing an AREA OF 16,230 SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

Compiled from survey by R. Kuba, CSF 11793 and other Govt. Survey Records.

-2-

.......



### WITHDRAWAL

Portion of Parcel 3, Pilhonua Cane Land General Lease S-3662 to Mauna Kea Sugar Co., Inc.

Piihonua, South Hilo, Island of Hawaii, Hawaii Scale: linch -100 feet

11-7255 간RI/90

4VL 5-3-35

SURVEY DIVISION DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES STATE OF HAWAII

EXHIBIT 441197

R.I. July B, 1976

. 4. 14° 1. . <u>.</u>

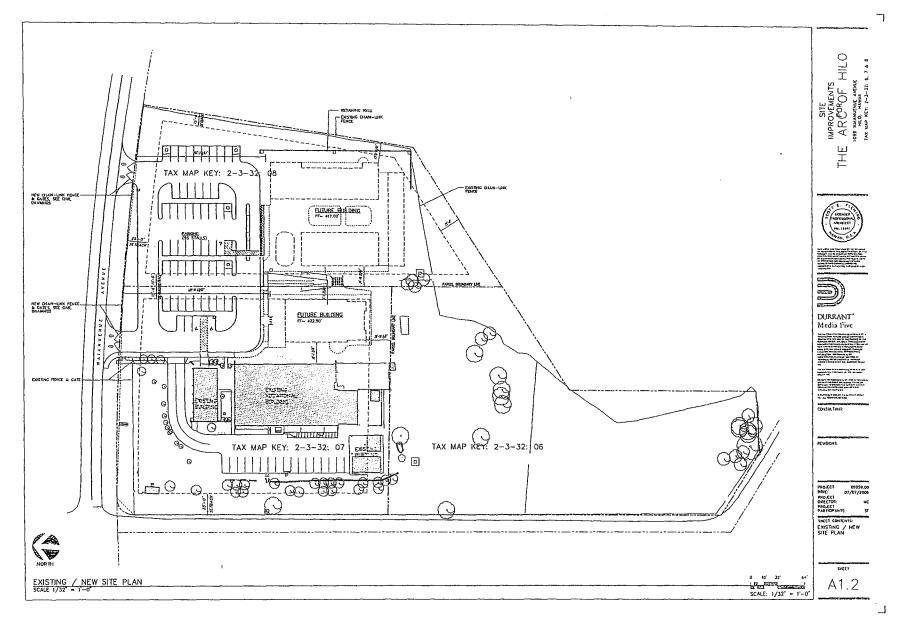
F. NO. 17,778 11-12-11-

1.....

# SITE PLANS



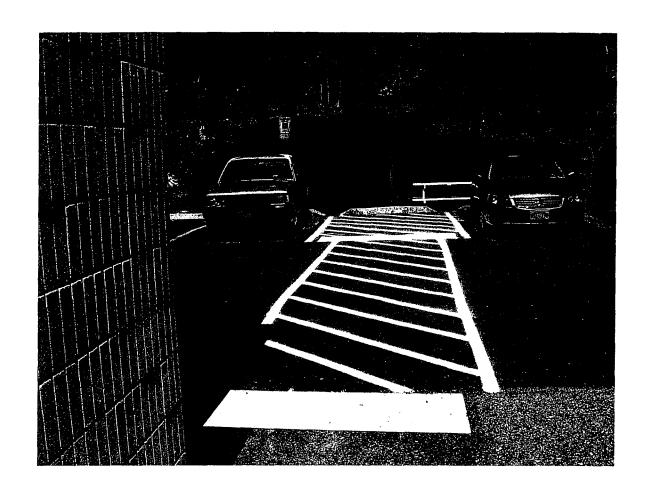
1099 Waianuenue Ave. Hilo, Hawaii 96720 Γ



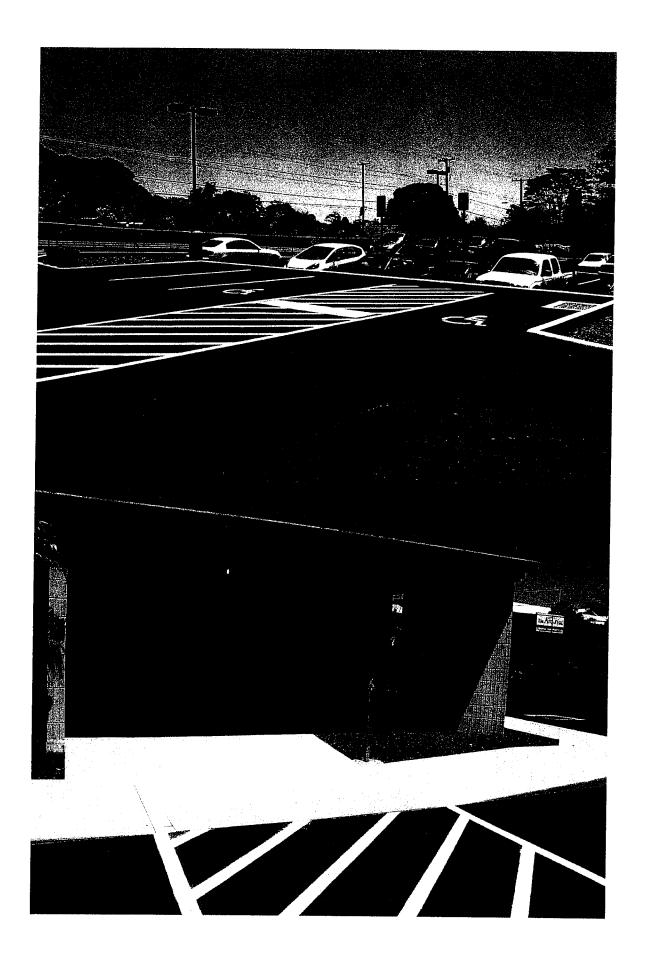
# SITE PHOTO

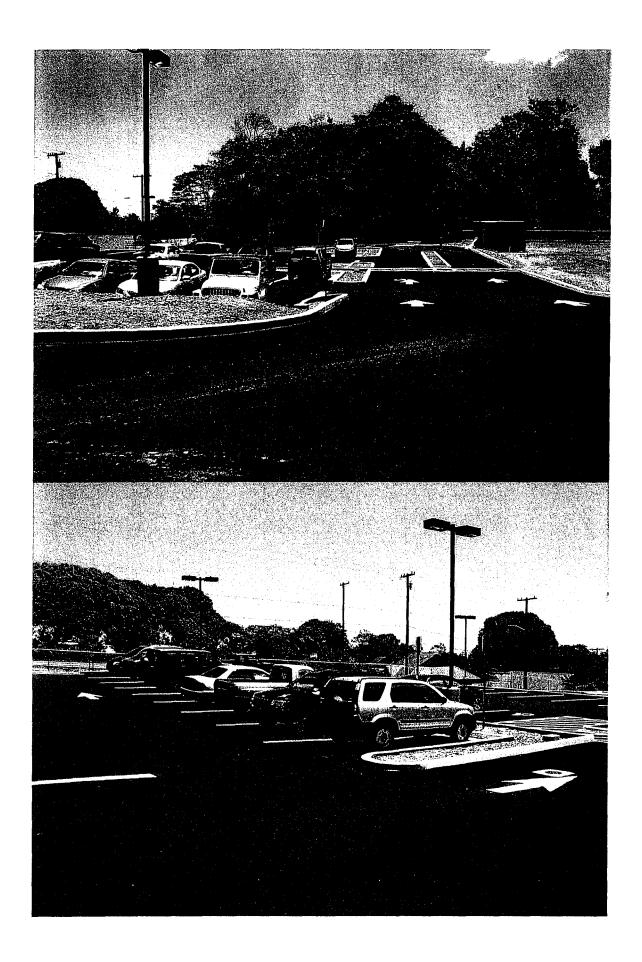


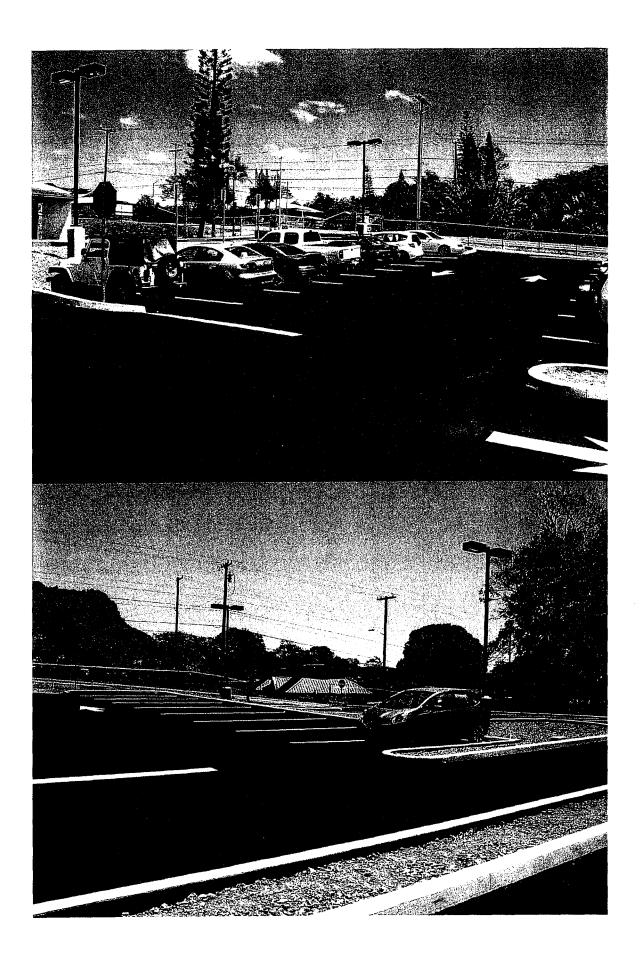
1099 Waianuenue Ave. Hilo, Hawaii 96720

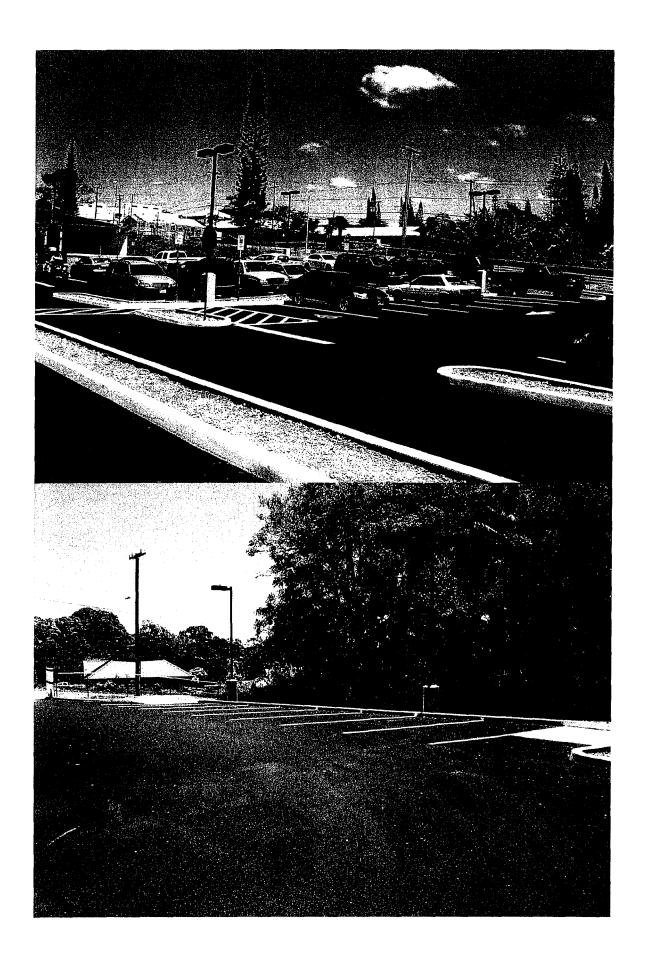


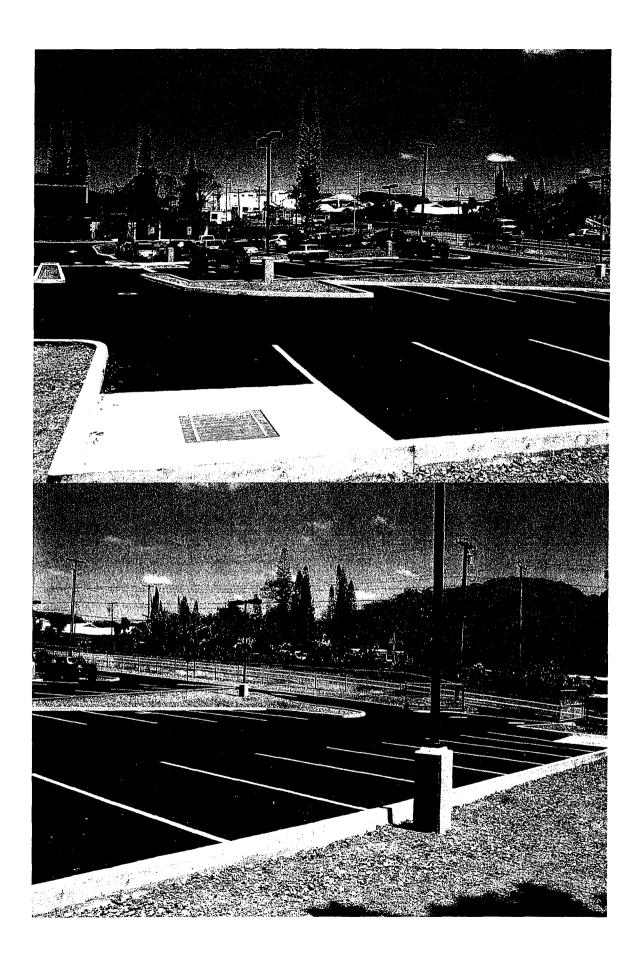


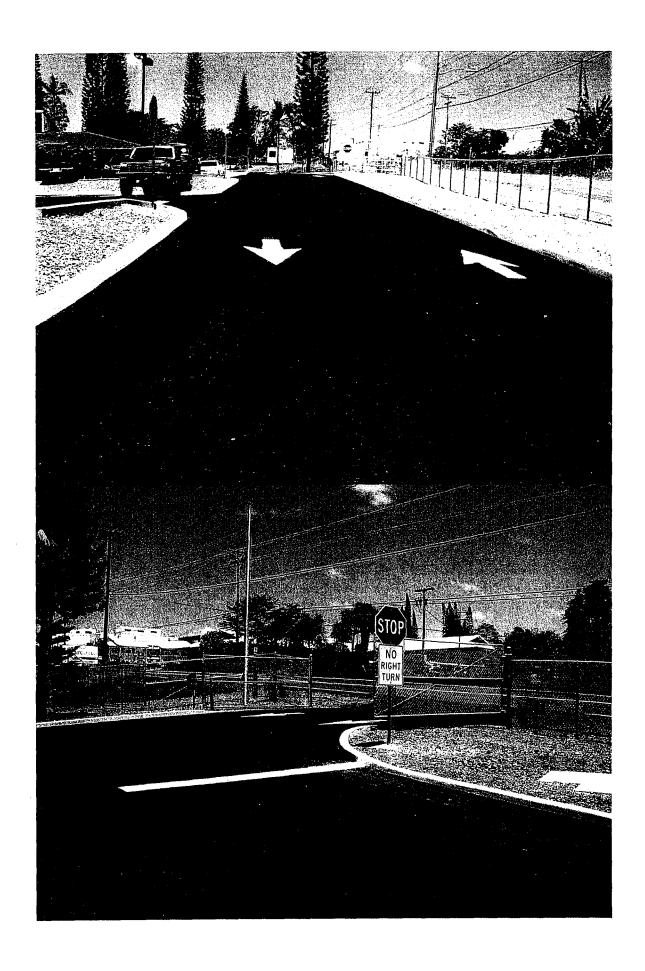


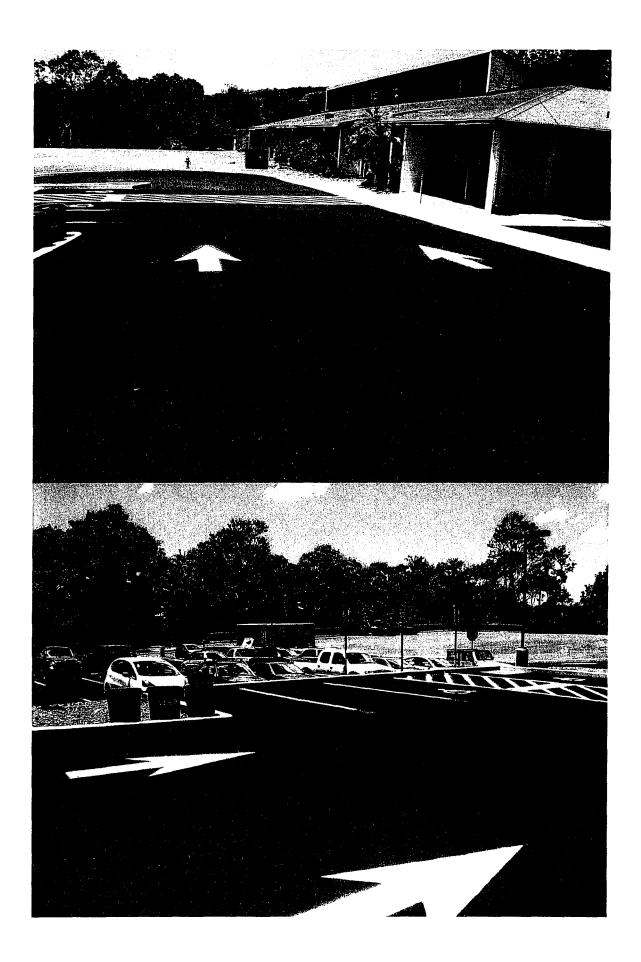


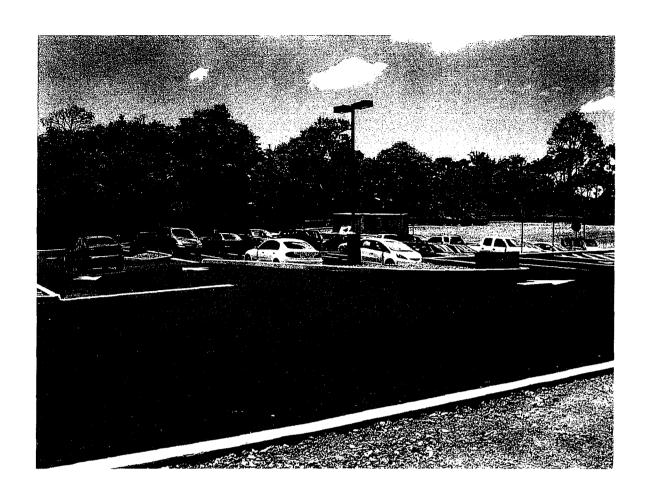
















# **LOCATOR MAP**



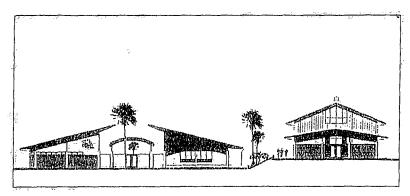
1099 Waianuenue Ave. Hilo, Hawaii 96720 ŽÍTC of Hilo

# THE ARC OF HILO

# is proud to announce a

# Job Training and Community Center

Hilo, HI



The Arc of Hilo is proud to announce a high-impact New Markets Tax Credit opportunity in the Arc of Hilo Job Training and Community Center Project.

The Arc of Hilo is developing a 17,600 sf workforce development center in Hilo, Hawaii, an additionally distressed census tract with an unemployment rate 1.71 times the national average. This expansion project will not only nearly double the number of

workers currently being served from 270 to 500, but will result in a permanent increase in the ability of The Arc of Hilo to fulfill its non-profit mission — to provide employment training and essential services to low-income persons with disabilities. The additional space will also allow Arc to begin programs for returning veterans with disabilities, returning prisoners (85% of whom have a learning disability), and the homeless.

The Arc of Hills formed 53 years ago, serves people with disabilities through educational, vocational and skill training, employment, residential accommodations and an adult day health program. With an annual budget of \$6 million, Arc serves 270 people and currently employs 115 on a full-time basis and 85 on flex schedules. The most challenged of Arc clients get individualized support services 24 hours a day, seven days a week. The organization staff has grown 400% in five years. The Arc's rapid progress and growth has triggered a critical need for additional space.

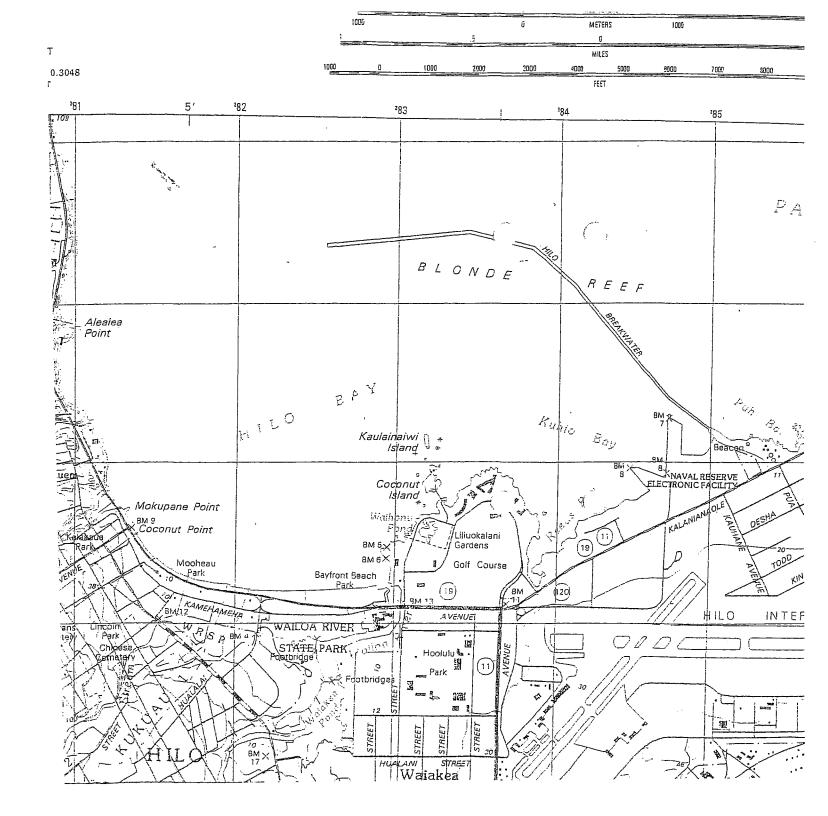
The Arc's activities are designed to reduce depression, improve health, decrease isolation, exclusion discrimination, poverty and substance abuse. This is done through the appendic activities and exercises, but also training education, workforce development, employment placement, transportation and housing. The Arc will sustain and expand its programming with this new space and capacity.

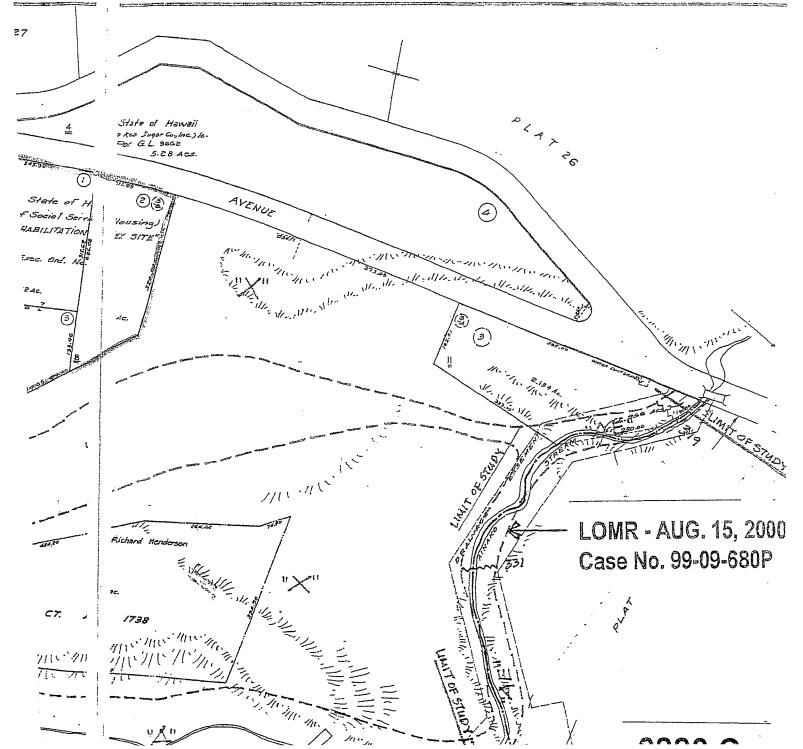
The Arc of Hilo Job Training and Community Center hopes to attract up to \$10.6 million in NMTC-enhanced permanent loans and equity from another CDE.

Offers of any size allocation amount are welcome and closings can occur immediately.

Total project costs are estimated at \$10.6 million. The project is supported by \$1.8 million in grants from the Country of Hawaii, the Office of Hawaiian Affairs, the Economic Development Administration and state grants-in-aid. The Arc of Hilo is also making a \$1 million equity investment through a capital campaign and expects the project to carry no long-term debt. The design phase is complete and construction will begin in Fall 2008, with completion anticipated by Spring 2010.

For more information, CDEs should contact:
Irvin Henderson, President
Irvin M. Henderson & Company
ihend@ncol.net (252) 438-8513





# LETTER OF COMMITMENT



# MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF HUMAN SERVICES AND THE ARC OF HILO

### INTRODUCTION AND PURPOSE:

This Memorandum of Agreement (MOA) between the Department of Human Services and the Arc of Hilo is established to facilitate cooperation between agencies.

The Department of Human Services (DHS) and its committed staff strive to provide timely, efficient and effective programs, services and benefits, for the purpose of achieving the outcome of empowering those who are the most vulnerable in our State to expand their capacity for self-sufficiency, self-determination, independence, healthy choices, quality of life and personal dignity.

The Arc of Hilo in Hilo, Hawaii is a job creation and workforce development nonprofit organization working to provide self-sufficiency for persons with disabilities, low income people, custodial and non-custodial parents, returning veterans, Temporary Assistance for Needy Families (TANF) recipients and the homeless.

### ROLES AND RESPONSIBILITIES:

The Department of Human Services agrees to refer its Benefit, Employment and Support Services Division (BESSD) clients and the Vocational Rehabilitation and Services for the Blind Division (VRSBD) clients to the Arc of Hilo for the creation of jobs, employment training and quality of life services designed to assist them and their families in their pursuit of self-sufficiency and independence.

BESSD provides a continuum of services, through nine programs that serve different populations, aimed at providing clients with monthly benefits to assist them with essentials such as food, shelter and child care, as well as employment support, work training and dependency diversion and prevention.

VRSBD provides for the rehabilitation needs of persons with disabilities so they can secure employment and lead full and productive lives.

### The Arc of Hilo agrees to:

- provide appropriate analysis of the barriers (systemic and personal) to employment and self-sufficiency for each party;
- use that analysis to design a comprehensive intervention plan, including training and counseling;
- create a job and place the individual in that job whenever practicable;
- continue to monitor the path toward self-sufficiency and provide services that appear to be necessary from transportation to job coaches, as available;
- maintain reporting to the public assistance agencies on the progress of each referral;

evaluate its methodology to determine needs for change or determine a particular emphasis as to what methods work and which do not.

### COMMON UNDERSTANDINGS:

<u>Confidentiality</u>. All information provided by either party to the other will be held confidential and will not be further disclosed without the explicit written permission of the client, except as necessary to fulfill this agreement, as provided heretofore.

<u>Communication</u>. DHS and the Arc of Hilo will communicate as needed to facilitate the successful completion of this agreement and its purpose, reviewing progress and addressing anticipated changes in the MOA.

Amendments to the Agreement: This MOA may be reviewed annually and amended in writing if needed. Either party may request that amendments be considered at any time

<u>Termination</u>. Either party to this MOA may terminate this MOA by giving the other party a written notice of termination at least thirty days before the effective date of termination.

### DISPUTE RESOLUTION:

It is the intent of both DHS and the Arc of Hilo to resolve disputes amicably. DHS and the Arc of Hilo will follow their own established protocol for resolution of disputes.

Nothing in this MOA shall be construed to limit any existing substantive or procedural protections provided to either party under state or federal law or regulation. Therefore, the signatories to this agreement accept no additional liability from this agreement, but agree to make best efforts toward its purpose. This memorandum is deemed to be in compliance and is subordinate to all appropriate laws and regulation associated with these locations and entities.

IN WITNESS THEREOF each party hereto has caused this Agreement to be executed by an authorized official on the date set forth below.

executed by an authorized official on the	he date set forth below.	
Linian B. Koller I Director Department of Human Services	Debbie Perkins CFO, Arc of Hilo Mike Gleason President and CEO Arc of Hilo	
Date	Date	

### CONTRACT MODIFICATION

### STATE OF HAWAII DEPARTMENT OF HUMAN SERVICES

MO	DIFICATION	V NO	1		Date:	June 18, 2008		
Con	tractor:	The Arc	of Hilo					
Con	tract No.:	DHS-07-	-VR-4191	·	IFB/RFP	No.: N/A		
Con	tract Title:	Capitol Support	Improvemen services co	nt Project – Co mmunity cent	nstruction of er in Hilo	the employmen	t training and client	
A.	The follow (specification) (specification)	FICATION (S). lowing modification(s) is/are to be performed in accordance with all contracts stipulations cations, delivery point, rate of delivery, period of performance, price, quantity, or other ons by mutual action or the parties to the contract).						
	another	weive-mo	inth period (	7/1/08-6/30/09	there are to b	than extending se no other mod on and Paymer	the contract for difications to the nt Schedule.	
В.	The modif	ication(s)	NUOTATION described in A decreas s in A above	A above will be se of \$0- until this modifi	cation order ha	a contract price *Contract w as been approve .  L Officel	ŧ	
	Contractor	's Signatui	re	Title	1 48 1 8 100	<u>c omac</u>	Date	
C.	STATEME	NT OF CC	NTRACT FU	JNDS				
	Original C	ontract Pr	ice:		\$ 200,000.0	0	_	
	Previous /	Adjusted C	ontract Price	e:	\$ N/A			
	Amount th	e Change	: Plus	Minus	\$0-			
	Net Adjust	ted Contra	ct Price:		\$ 200,000.00	0		
D.	VALIDATIO	ON OF CO	NTRACT M	DDIFICATION				
	User Agency Signature			VR A	dministrator	_	JUN 19 2008 Date	
Director Director							<u>JN 2 0 2008</u>	
	Agency Hea	nd Silgnatui	re	Title	101		Date	

# MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF HUMAN SERVICES AND THE ARC OF HILD

### INTRODUCTION AND PURPOSE:

This Memorandum of Agreement (MOA) between the Department of Human Services and the Arc of Hilo is established to facilitate cooperation between agencies.

The Department of Human Services (DHS) and its committed staff strive to provide timely, efficient and effective programs, services and benefits, for the purpose of achieving the outcome of empowering those who are the most vulnerable in our State to expand their capacity for self-sufficiency, self-determination, independence, healthy choices, quality of life and personal dignity.

The Arc of Hilo in Hilo, Hawaii is a job creation and workforce development nonprofit organization working to provide self-sufficiency for persons with disabilities, low income people, custodial and non-custodial parents, returning veterans, remporary Assistance for Needy Families (TANF) recipients and the homeless.

### ROLES AND RESPONSIBILITIES:

The Department of Human Services agrees to refer its Benefit, Employment and Support Services Division (BESSD) clients and the Vocational Rehabilitation and Services for the Blind Division (VRSBD) clients to the Arc of Hilo for the creation of jobs, employment training and quality of life services designed to assist them and their families in their pursuit of self-sufficiency and independence.

BESSD provides a continuum of services, through nine programs that serve different populations, aimed at providing clients with monthly benefits to assist them with essentials such as food, shelter and child care, as well as employment support, work training and dependency diversion and prevention.

VRSBD provides for the rehabilitation needs of persons with disabilities so they can secure employment and lead full and productive lives.

### The Arc of Hilo agrees to:

- provide appropriate analysis of the barriers (systemic and personal) to employment and self-sufficiency for each party;
- use that analysis to design a comprehensive intervention plan, including training and counseling;
- create a job and place the individual in that job whenever practicable;
- continue to monitor the path toward self-sufficiency and provide services that appear to be necessary from transportation to job coaches, as available;
- maintain reporting to the public assistance agencies on the progress of each referral;

evaluate its methodology to determine needs for change or determine a particular . emphasis as to what methods work and which do not.

### COMMON UNDERSTANDINGS:

Confidentiality. All information provided by either party to the other will be held confidential and will not be further disclosed without the explicit written permission of the client, except as necessary to fulfill this agreement, as provided heretofore.

Communication. DHS and the Arc of Hilo will communicate as needed to facilitate the successful completion of this agreement and its purpose, reviewing progress and addressing anticipated changes in the MOA.

Amendments to the Agreement: This MOA may be reviewed annually and amended in writing if needed. Either party may request that amendments be considered at any time

<u>Termination</u>. Either party to this MOA may terminate this MOA by giving the other party a written notice of termination at least thirty days before the effective date of termination.

### DISPUTE RESOLUTION:

It is the intent of both DHS and the Arc of Hilo to resolve disputes amicably. DHS and the Arc of Hilo will follow their own established protocol for resolution of disputes.

Nothing in this MOA shall be construed to limit any existing substantive or procedural protections provided to either party under state or federal law or regulation. Therefore, the signatories to this agreement accept no additional liability from this agreement, but agree to make best efforts toward its purpose. This memorandum is deemed to be in compliance and is subordinate to all appropriate laws and regulation associated with these locations and entities.

IN WITNESS THEREOF each party hereto has caused this Agreement to be executed by an authorized official on the date set forth below.

Lillian B. Koller Director

Department of Human Services

brolog Date

Debbie Perkins CEO. Arc of Hilo

Mike Gleason
President and CEO
Arc of Hilo

6/18/08

Date

# **BOARD OF DIRECTORS**





### **Board of Directors**

July 1, 2011 through June 30, 2012

Director/Address

Committees

Occupation

Samuel R. Wallis

Chairman of the Board 108 Lukia Place Hilo, HI 96720 Administrative, Finance

Retired, Investment Advisor

Robert K. Zimmerman, Jr.

Vice Chairman of the Board PO Box 11464 Hilo, HI 96721 Administration & Finance

Financial Consultant

Michelle Bauer

Secretary of the Board 147 Likeke St. Hilo, HI 96720 Secretary of the Board

Parent of Disabled Adult

Ted LeJeune

Treasurer of the Board 101 Aupuni Street, Suite 722 Hilo, HI 96720 Treasurer of the Board

Project Manager U.H. Hilo Facilities Planning and Construction Department

Dr. Angie Miyashiro

PO Box 1257 Volcano, HI 96785 Administration & Finance

Teacher, Hilo H.S.

Director, E. HI Special Olympics

William Horace Farr

505-A Ainalako Road Hilo, HI 96720 Vision & Development

Data Processing Coordinator Office of Aging, County of Hawaii Brother-in-law of Disabled Adult

Michael E Gleason

1099 Waianuenue Ave Hilo HI 96720 President & CEO

President & CEO The Arc of Hilo

### RESUME



#### Irvin M. Henderson

# Principal Henderson and Company



Irvin M. Henderson is the principal of a consulting firm with particular expertise in the areas of community development education and training, community development finance and capital structure, collaboration and community involvement. community reinvestment. organizational development. project design and management, strategic planning, commercial, residential and enterprise development. Irvin Henderson, serving as principal consultant, works in association with a varying team of national and international experts on needs and opportunities presented by these subject areas. He brings a background in financial planning and community development that includes a range from brokering securities to grass roots empowerment. He is the former President and CEO of Henderson Financial Services, a financial planning, securities, and insurance full services company. He is the former President and CEO of Gateway Community Development Corporation. He is the former chair of the North Carolina Low Income Housing Coalition and the former vice-chair of the North Carolina Association of Community Development Corporations. He has developed or assisted in the development of a substantial number of projects in affordable housing, commercial development, and enterprise development. Serving as Chair and now the Immediate Past Chair of the National Community Reinvestment Coalition and as a director for many state and national concerns, he has consulted with and/or presented to community-based organizations and leaders. presidents, heads of state and their cabinet ministers, executives of the private sector, governors, and many state and federal agencies on these subjects. Current projects include the redevelopment of the west side of the City of Port Arthur, Texas, Dean of the Clemson-Benedict SC Association of CDC's Certificate in CED program, consultant for the **Development Training** and commercial Institute development Washington, DC, Las Vegas, Nevada, Hilo, Hawaii, Dillon, SC and McBee, South Carolina.

Irvin is a trustee of the National Trust for Historic Preservation, Immediate Past Chair of the National Community Reinvestment Coalition, Founding President of the Community Reinvestment Association of North Carolina, Audit Committee Chair of the National Trust Community Investment Corporation, Trustee of the CRA Mutual Fund, founding Chair of the Banker Community Collaborative Council and founding Executive Committee member of the North Carolina Fair Housing Center.

He has authored and/or performed trainings at many national and international gatherings including The European Community Reinvestment

Annual Meeting, the White House, the U.S. Senate and House of Representatives, the French Cabinet, Rainbow Push Wall Street Conference, Neighborhood Reinvestment Corp. Annual Meeting, the Enterprise Foundation, the NY Funders Alliance, the Neighborhood Funders Group, the National Council of Foundations and the National Tax Credit Conference.

He is currently developing 60 units of affordable multi-family housing in Dillon, SC. Through Touchstone Investments, he led, with James Grace, the acquisition and rehabilitation of Sunflower Place, a 92 unit apartment complex on the same property.

He has developed mixed use properties in urban Cincinnati, commercial development of 1527 15<sup>th</sup> Street, the National Economic Justice Center, a 13 story office and retail facility one block from the White House and is

He is co-developer with many nonprofits on affordable housing, commercial development, industrial development and enterprise development projects, including the development of The Arc of Hilo Training and Community Center, in Hilo, HI. He has designed and presented training for community nonprofit executives, bankers, government executives and grass roots leadership throughout the United States including The Community Connection for the Hawaii Alliance for Community-Based

Economic Development.

# **RESUME**



### Resume

Charmaine T. Ka-ipo HCR 2 Box 6862 Keaau, HI 96749 808-965-8996 Eves. 808-756-0879 Cell

#### **Education:**

St. Joseph High School College Prep Diploma, University of Hawai'i Manoa: June 1967 -BA Fashion Design & Merchandising, Minor: Business Admin.

Special Courses and Training: The Apollo System-International Reservations, Ual, Inc. UAL Management Training & Industrial Relations. Transport Haz Mat Training-UAL, Disaster, Emergency Training, UAL Trauma Training, Hilton Hotel Management (Front of the House) Marketing and Public Relations & Communications, Customer Service and Human Communications-Certificate/Chaminade University 1969. Numerous courses in Vocational Rehabilitation and and related employment classes and workshops from 1991 to present. Present. NISH Ability One Team Delagate, Washington DC Grassroots Advocacy Team 2001-present. Ulumau Leadership Training 2008-2009-Hawaiian Value System, included Sustainable Energy, Social Services, Department of Education, Judicial System & Government.

#### **Employment History:**

1962-1970-Kahala Hilton Hotel, Hilton Hawaiian Village-Conventions, Group Incentives, Front Reception, Conventions Coordinator, Promotional Team, Management Trainee.

1970-1971-Naniloa Surf Hotel-Public Relations/Social Director/Marketing Director

1971-1985-United Airlines, Inc. Customer Service Supervisor/Apollo Trainer/Customer Relations Trainer.

1985-1987-Travel Camp of Hawaii-Reservations Manager

1987-1989-St. Joseph Schools, Development Director, Life Skills Instructor

1989-1991-Y.M.C.A. Program Director

1991-Present-The Arc of Hilo, Employment Training Services Manager, Placement Specialist, Community Sales & Services Manager, Fundraising Chair, Duties included Marketing & Community Relations, Workforce Development Workplace Solutions

Consortium. My duties have encompassed teaching a Job Preparation Class for DVR and the DOE. Presently I have ten students in my Job Readiness classes and serve four more in actual job training. I have been a Customer Services Instructor for United Airlines and taught classes for other airline personnel. For seven years, I served as the Team Building & Mission Facilitator for Staff Retreats as well as facilitator for various committees and workshops, including 2009 Pac Rim Workshop on Oahu.

#### References:

Alison Lee, East Hawaii Administrator-Department of Vocational Rehabilitation 75 Aupuni St., Hilo, HI 96720 808 974-6444 ALee@dhs.hawaii.gov

Roberta Cartwright-Senior Account Executive Marketing HMSA 818 Keeaumoku St., Honolulu, HI 96814 808 935-6993 Cell 895 9022 roberta\_cartright@hmsa.com

Richard M. Santos Retired CEO, The Arc of Hilo Retired Capt. Hawai'i Police Department 1088 Apono Place Hilo, HI 96720 808 959-9922 doc\_santos@1958msn.com

#### Personal Comments:

I have devoted a lot of time to perfecting a curriculum for Customer Service, Job Place Ethics, Interview Techniques, Team Building, & Communication. This is primarily geared for beginners in the workforce or recent high school graduates with little or no work history. It can be used for the hospitality industry, sales and marketing, or any business that deals with the public. My classroom experience at St. Joseph High School from 1989-1991 and again in 1994-96, was teaching Life Skills to juniors and seniors. I have lectured for Career Day for the DOE over the 12 years that I was a Line Supervisor and Trainer with United Airlines Customer Service. I enjoy the classroom and the interaction with students. I stress communication skills in my classes because I find that to be the trouble spot for most companies and organizations today. Inclusion of these in my instruction for job readiness classes has been an asset for my students. I believe that there are no un-teachable students as long as the teacher has the ability to unlock the key to their interests.

#### **DEBORAH A. PERKINS**

P.O. BOX 10115 HILO, HAWAII 96721 (808) 982-5680

OBJECTIVE:

To affliate and grow with a firm that offers an opportunity to utilize my energy and leadership skills, while contributing to the companies success and profitability.

**EDUCATION:** 

June 1980

University of Santa Clara Santa Clara, California Bachelor of Science, Management/Marketing

University of Hawaii at Manoa Honolulu, Hawaii Post Baccalaurate Accounting Course Work

EXPERIENCE:

APRIL 1996 TO PRESENT J.E. MERK AND ASSOCIATES, HILO, HAWAII FULL CHARGE BOOKKEEPER

In charge of A/R, A/P reconciliation of all related subsidary accounts. Also, the daily maintenance of the General Ledger with the monthly Journal entries of accurals and prepaids. On a monthly basis, Financial statements are prepared which are submitted to the CPA's for review on a quarterly basis. I'm directly responsible for the preparation and maintenance of payroll, payroll taxes, TDI, workers compensation insurance, excise taxes, and the like. I operate in a singular office environment where I am also responsible for answering phones and handling daily customer/vendor concerns.

NOV. 1995 to APRIL 1996

SOUTH SHORE EQUIPMENT, HONOLULU, HAWAII FULL CHARGE BOOKKEEPER

Responsibilities includes: A/P, bank reconciliations, the preparation and maintenance of payroll, payroll taxes, TDI, workers compensation and excise taxes and analyzation of general ledger accounts for accuracy and correctness (ie.. prepaids, accurals, taxes and comparing subsidary ledger accounts to the general ledger). Currently utilizing Windows 95 and extensive daily usuage of Excel for flooring reports, bank reconciliations, etc.

MARCH 1992 TO NOV. 1996 MAUNA LOA MACADAMIA NUT CORP. (C. BREWER SUBSIDARY) HILO, HAWAII

APRIL 1994 TO NOV. 1995 CUSTOMER SERVICE MANAGER

Appointed Customer Service Manager in Aprill 1994 (after serving as Accounts Receivables Manager for 2 years) to revamp and re-organize department. Duties included filling staff positions, implementing training seminars/new product training programs for staff and members while maintaining good customer and inter-

departmental relations. I also worked extensively with accounts receivables depart in the collection and reconciliation of serious problem accounts. Other related duties include the creation and implementation of Job Description manuals for five internal company divisions and the supervision of five clerks. I am fimiliar with and frequently use Word Perfect 6.0 and Lotus/Excel spreadsheets programs.

MARCH 1992 TO APRIL 1994 ACCOUNTS RECEIVABLE MANAGER

Duties included besides supervising A/R clerks, posting credit memos and monthly closing statements. A significant amount of my duties and time dealt with reducing one million dollars of serious, deliquent receivables to a manageable two-hundred thousand dollar sum. This was achieved prior to my subsequent appointment in April 1994. Other related duties included working with various collection agencies as it relates to the collection of deliquent accounts.

MARCH 1988 CONTINENTAL CARS, LTD., HONOLULU, HAWAII TO MARCH 1992 ACCOUNTANT

I was responsible for the preparation and finalization of financial statements which includes the following: balance sheet, profit and loss statements, departmental gross profit analysis and management reports. In addition, other duties included analyzation of general ledger accounts for accuracy. Such accounts included; prepaids, accurals, taxes and comparing subsidary ledger account (A/P, A/R) with the general ledger balances. I also maintained payroll records, reporting taxes both payroll and excise. I compiled reports for the year end audit and assisted the auditors in the verification and accuracy of general ledger accounts in the preparation of company taxes.

JAN. 1983 TO FEB. 1988 TESTRON INTERNATIONAL, HONOLULU, HAWAII OPERATIONS MANAGER

In charge of accounts payable and receivables, payroll, payroll taxes, (FIT, FICA, ST, FUTA, SUTA), inventory costing and control, preparation of sales figures and commission statements. Implementation of insurance policies (workers comp., TDI, property and liability), involvement with distribution, warehousing, order entry, scheduling and invoicing.

JUNE 1982 TO DEC. 1982 CONTRACT OFFICE GROUP, SAN JOSE, CALIFORNIA MARKETING SECRETARY, EXPEDITOR, SALES SUPPORT

Accquired and prepared pricing structures for sales orders, bids, and proposals. Processes phone orders as requested or in absence of sales personnel. researches, processes and maintains and updates filing of reports and orders. Typing of letters, memos, forms, quotes, proposals for sales staff.

SEPT 1980 TO JUNE 1982 THOM MC AN, VALLCO FASHION PARK, CUPERTINO, CALIFORNIA MANAGER

To effectively manage \$400,000. shoe store. duties included; meeting sales goals, control of cash flow, control of inventory, payroll, scheduling, hiring, and firing of store personnel, sales persons, ordering of shoes and store supplies.

#### ACHIEVEMENTS:

TESTRON INTERNATIONAL- Awared outstanding achievement award in 1984 & 1986 (plaques).

THOM MC AN - Awarded for the greatest percentage increase in sales over last year for the Pacific District.

UNIVERSITY OF SANTA CLARA - Marketing class- During the fall quarter of my senior year for a marketing class, I entered a contest with two other classmates. The contest entailed a paper - 2 pages in length - dealing with how we would promote energy conservation on campus. We placed lst. from the University and 2nd in the final competition sponsored by Pacific Gas and Electric.

THANK YOU FOR CONSIDERING ME FOR THIS POSITION.

### Michael Gleason

PO Box 1076 Pahoa, HI 96778 Home Phone 965-0622

#### QUALIFICATIONS

Excellent organizational skills. Have organized and conducted hundreds of meetings with parents, students and agencies the past 3 years.

Excellent administrative skills. Have successfully run 3 small private businesses. Have had over a year experience as Vice Principal for Intermediate school.

Knowledge and experience in all areas of Special Education.

## **WORK HISTORY**

Pahoa High and Intermediate School.
Student Support Coordinator 1999-2000
Obtained services for Special Ed. and 504 students
Conducted meetings, procured services, teamed with
parents, students and faculty in daily planning meetings for student
programs.

Pahoa High and Intermediate School Felix Counselor 1997-1999 Monitored mental health services for all at risk students.

Capital High School, Santa Fe, New Mexico 1995-1996 Special Ed. Math Teacher Started and supervised Special Education School to Work Program Worked in group home evenings and weekends.

Pahoa High and Intermediate School
Acting Vice Principal 1994-1995
Performed various duties of Vice Principal for 450 student middle school

Pahoa High and Intermediate School
Special Education Teacher / Department head 1990-1994
Taught Various Special Education Classes, ran Occupational
Development Program and SEVR program

Assistant Athletic Director 1990-1995 Head Track coach 1989-1995 Assistant Volleyball coach 1988-1990

Pahoa High and Intermediate School

Special Education Teacher 1988-1990
Taught 7th through 12th grade Special Education Classes

Cedar Lumber Co. 1979-1987
Night shift foreman and Millwright
Supervised 35 mill workers and repaired machinery
Assistant Football coach Marilynn Middle School 1980-81

Oregon State Correctional Institution 1987-1988 Recreational Supervisor for 1500 medium security inmates

Ponape Island Central School
ESL teacher and English Department Chair 1972-1978
Taught 7 ESL classes at 1000 student population H.S. in Micronesia
Head Basketbal and Track coach 1972-1978
Was selected Women's Track Coach for Micronesia for 5th south
pacific games 1975

#### EDUCATION

Bachelor of Science in Education, Physical Education Major Oregon College of Education 1971

Special Education Certification
Western Oregon State University 1988

4 year letterman in Football and Track at Oregon College of Education Voted most valuable football player 1969 and 1970 Voted all league fullback in football, Evergreen conference NAIA college football 1970.

U.S. Army from 1967 to 1969. Squad leader of ADM platoon 58th combat engineers

Played Army Post football, softball and basketball 1967-1969 in Fulda Germany

#### Michael E. Gleason

# **Biography Information:**

Mike Gleason was born in Salem Oregon on June 3<sup>rd</sup> 1947, the eldest of 4 children of Bill and Una Gleason educators. Mike grew up with 3 sisters Joyce, Theresa, and Roxie, and moved from Aumsville Oregon to LaGrande Oregon when he was 5 years old. The family then moved to Southern and later to Northern California where Dad and Mom were teachers and administrators in a 2 room school in a logging camp. The family moved to Gates Oregon in 1957 when Mike and his sister Joyce were in the 5<sup>th</sup> grade. Mike attended Santiam H.S. from 1961 to 1965 where he was a 4 sport letterman his freshman and sophomore years and a 3 sport letterman his junior and senior years, (the league changed the rule in his junior year and would not let athletes compete in 4 sports after that). Mike coached Little League during the summers of his Junior and Senior years at Santiam. Mike attended Oregon College of Education, now Western Oregon University, from 1965 to 1971 with a 2 year stint in the army from 1967 to 1969. In college, Mike played football and track and was selected as an all Evergreen Conference running back his senior year. After college, Mike married and moved to Micronesia and taught ESL at Pohnpei Island Central School on the island of Pohnpei from 1972 to 1978 where his mother and father had relocated in 1965 as educators. Mike coached basketball and track at PICS H.S. and was selected as the women's track coach for Micronesia which participated in the 1975 South Pacific Games held on Guam. During the 6 years on Pohnpei his two eldest daughters Rebecca and Jennifer were born. In 1978 Mike and his young family moved back to the family farm in Gates and Mike worked at Lyons Veneer for the next 10 years eventually becoming Millwright and Foreman. During this time his youngest daughter Heather was born. All three of Mike's daughters are graduates of Santiam H.S. In 1987 Mike took a job as a recreational therapist in the evenings at the Oregon State Correctional Institution and attended a Masters course in Special Education at Western Oregon. In 1988, Mike took a job as a Special Education teacher at Pahoa High and Intermediate school on the island of Hawaii. He also coached track and volleyball at the High School and later became a Counselor and Vice Principal. In 2000 Mike took a job as President & CEO of The Arc of Hilo, a non-profit organization that serves people with disabilities. Mike supervises over 200 employees that provide jobs and other services for over 250 clients. Mike travels to Washington D.C. 2 to 3 times a year to meet with Hawaii's Senators and Representatives in Congress and educate them about programs for people with disabilties. Mike is currently President of the Hawaii Island Chamber of Commerce, Board Chair for the Hawaii County Workforce Investment Board and the Hawaii Island Workforce and Economic Development Ohana. Board chair for Bay Clinic Inc. Board Chair for the Hawaii Alliance of Nonprofit Organizations and is a board member of the Hawaii Primary Care Association, the Marine and Coastal Zone Advocacy Council and the National Community Reinvestment Coalition.

Mike has been dedicated to assisting people with disabilities for over 20 years as a Coach, Special Education Teacher, Student Services Coordinator, Counselor, Vocational Rehabilitation Specialist, Transition Teacher, Vice Principal, Board member and President & CEO of a successful non-profit organization. "I see first hand every day what having a job, feeling supported, and feeling successful means to a person with a disability and to help others achieve this meaning in life is my life's work."

### Mike's other related experiences include:

- Founding member of the Hawaii Waiver Provider's Association.
- Chairman of Mayor's Committee on People with Disabilities.
- Rotary Club of Hilo Bay Past President.
- Chairman Hawaii County Workforce Investment Board.
- Chairman, Leave a Legacy Committee.
- President Hawaii Island Chamber of Commerce
- Board member National Community Reinvestment Coalition
- Chairman Hawaii Alliance of NonProfit Organizations
- Member of the Marine and Coastal Zone Advocacy Committee
- o Chairman Hawaii Workforce and Economic Development Ohana
- Board member of the Health Care Connector Board for State of Hawaii
- Chairman Bay Clinic Board

Mike has visited Washington D.C. 12 times in the last 7 years meeting with Hawaii's Senators and Congressmen to solidify their support people with disabilities and non-profits and the wonderful work they do.

## Highlights of Life

Playing sports at Santiam H.S. and Oregon College of Education My three daughters and grandchildren
Learning from my Mother and Father
Coaching in the 5<sup>th</sup> South Pacific Games
Attending the Seattle Worlds Fair as an eighth grader
Running for 160 yards and beating Linfield in 1970
Travel to Ireland and Australia with Patricia
Owning my own 24' fishing boat and getting my captain's license.
Being selected as an outstanding non-profit leader in Hawaii in 2007.
Coaching

#### Groups:

Vice Chair, Hawaii Alliance of Non-profit Organizations (current)
President, Rotary Club of Hilo Bay, 2003-2004
Vice President, Hawaii Island Chamber of Commerce (current)
Vice Chair, Bay Clinic Board of Directors (current)
Chairman, Hawaii County Workforce Development Board (current)
Chairman, Mayor's Committee on People with Disabilities (current)
Chairman, Hawaii Island Workforce and Economic Development Ohana (current)
Board Member, Hawaii State Primary Care Association (current)
Member, Hawaii County Solid Waste Advisory Committee (current)

#### Special Recognition:

All Conference Running Back Evergreen Conference 1970 Wienberg Fellow 2007 Ho'okele award winner for outstanding non-profit leadership

# VICKI LINTER P.O. BOX 956 PAHOA, HI 96778 965-0289(H)

#### Education

1978	Associate Arts Degree, Honors	Los Angeles Pierce College	Liberal Studies
1990	Baccalaureate Degree, Honors	Sonoma State University	Psychology
1990	Special Certificate, Honors	Sonoma State University	Gerontology

#### Experience

1991 - present, full-time Case Manager, Big Island AIDS Project.

Clinical responsibilities: 1) Counseling and case management for people with HIV/AIDS, including assessment, planning for needed services and benefits, linking clients to services, and monitoring progress and effectiveness of service delivery, while encouraging self-sufficiency in the client and providing support and information for the client and their families. 2) Record keeping through the use of clinical/case management computer program, COMPIS, as well as traditional medical charting; keeping confidential, all client related documentation. 3) Attending clinical and care coordination meetings with staff and community service providers.

Administrative responsibilities: 1) Supervision and training of case management staff, creating and maintaining client services monthly budget, monitoring/evaluating the Case Management Program, completing financial reports, budgets, and statistics for the program. 2) Assisting with all aspects of grant writing and administration, preparing budgets, gathering data, actual writing, site visits, presentations, utilizing the funding, billing, tracking budgets, submitting required reports and other documentation. 3) Public relations, including community education and resource development; provide in-service trainings for social service and medical facilities, such as Kaiser Permanente, Department of Human Services, and Hilo Medical Center.

Committees served on: HIV/AIDS State Care Services Planning Group, AIDS Education Project Conference Planning Groups, Hawaii AIDS Task Group, State-wide Case Managers Group, East Hawaii AIDS Related Services Group, BIAP Board of Directors Personnel Committee, and BIAP Board of Directors Program Planning Committee.

Conferences attended: 1992 National Update on HIV, San Francisco, CA; annual AIDS Education Project Conferences, Hilo, Oahu, Maui, and Kauai; specialized trainings too numerous to list on chemical dependency, multiple diagnosed patients, transgender population, women, children, adolescents, Ryan White, HOPWA, and other funding sources.

1978 - present, Teacher/Interpreter, American Sign Language, by private contract with social services agencies, schools, judiciary, and in private industry.

1990-1991 Activities Director for A Golden Home, a long term care facility in San Rafael, CA. Planned and led social activities for frail, elderly residents. Worked with groups and individuals, as well as coordinating events with community organizations, to meet the social and psychological needs of long term care residents.

## 1988-1990 Gerontology Internships (Santa Rosa, CA):

- 1)Case Manager, Multipurpose Senior Services Program. Responsible for assessment, planning, linking, and monitoring support services for frail, elderly people living at home. 2)County Ombudsman, Office on Aging. Resolve problems and advocate for residents of several long term care facilities.
- 3) Friendly Visitor, Council on Aging. Visit residents of long term care facilities, to form long-lasting, supportive relationships.

1982-1987 Deaf Services Coordinator, Community Resources for Independence, Santa Rosa, CA.

Administrative responsibilities: 1) Worked collaboratively to develop social services program for hearing impaired individuals with Sonoma County Community Development Block Grant and United Way grant. Services included independent living skills training, an interpreter referral system (coordinating approximately 20 interpreters providing communications assistance to over 200 hearing impaired clients), community advocacy for improved access to publicly funded programs for hearing impaired people, benefits counseling, and social events. 2) Wrote monthly, quarterly, and annual reports, developed statistical gathering methods for the program, assisted in writing annual Sonoma County, United Way, and State Department of Vocational Rehabilitation grants, participated in annual site visits and program presentations for County, United Way, and the State Department of Vocational Rehabilitation. 3) Hiring, training, and supervision of two Deaf Services Staff.

Clinical responsibilities: Benefits counseling, interpreting, interpreter referral, community educational presentations, civil rights advocacy on local, state, and federal levels via the 1974 Vocational Rehabilitation Act, Section 504.

#### References

Joanne Blinn, Business Manager, Big Island AIDS Project
Christine Richardson, RN, Kohala Home Health 889-5406
Alice Adee, MD 969-6664
Clifford Chang, MPH, Project Director, American Cancer Society 595-7500

**Computer Skills:** Effective computer skills with proficiency in the use of Word, Excel, e-mail and an online data management system.

**Special Requirements:** Must be able to lift 50 pounds; must be able to physically assist clients in such tasks as transferring, moving, assisting and attending hygiene needs. Use of own personal vehicle a must.

#### Other Requirements

Must obtain a passing score on the State Competency Test Parts B OR posses Hawaii Visions for Persons with Developmental Disabilities certificate. Must be able to obtain and maintain a criminal clearance from the State of Hawaii and annually verify this by signing a statement of no history of conviction of any felony. Must be able to obtain and maintain Protective Services Central Registry clearances from Adult Protective Services (APS) Central Registry and Welfare Services (CWS) Central Registry. Must obtain and maintain CPR and First Aid Certificates. Must pass a pre-employment physical, drug screening and maintain annually a current TB clearance.

PHYSICAL DEMANDS			
Physical Demands		Lift/Carry	
Stand	O (Occasionally)	10 lbs or less	F (Frequently)
Walk	O (Occasionally)	11-20 lbs	O (Occasionally)
Sit	F (Frequently)	21-50 lbs	O (Occasionally)
Handling / Fingering	F (Frequently)	51-100 lbs	N (Not Applicable)
Reach Outward	F (Frequently)	Over 100 lbs	N (Not Applicable)
Reach Above Shoulder	O (Occasionally)	Push/Pull	
Climb	N (Not Applicable)	12 lbs or less	O (Occasionally)
Crawl	N (Not Applicable)	13-25 lbs	O (Occasionally)
Squat or Kneel	O (Occasionally)	26-40 lbs	O (Occasionally)
Bend	O (Occasionally)	41-100 lbs	O (Occasionally)

N (Not Applicable) Activity is not applicable to this occupation.

O (Occasionally) Occupation requires this activity up to 33% of the time (0 - 2.5+ hrs/day)

**F (Frequently)** Occupation requires this activity from 33% - 66% of the time (2.5 - 5.5+ hrs/day)

C (Constantly) Occupation requires this activity more than 66% of the time (5.5+ hrs/day)

#### WORK ENVIRONMENT

Office, Classroom and Community Activities

Prepared by:	Date:
Approval Signature:	Date:
Approval:	
Approvale	

The Company has reviewed this job description to ensure that essential functions and basic duties have been included. It is intended to provide guidelines for job expectations and the employee's ability to perform the position described. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate. This document does not represent a contract of employment, and the Company reserves the right to change this job description and/or assign tasks for the employee to perform, as the Company may deem appropriate.

## Division Manager Community Support Services Group

Department: CSSG

FLSA Status: Exempt Grade/Level: 12/1

Work Schedule: Monday - Friday

Job Status: Full Time

Reports To: President and Chief Executive Officer Amount of Travel Required: Frequent local travel

and occasional Inter-Island Travel

Positions Supervised: Supervisors and Direct

Support Advocacy

#### **POSITION SUMMARY**

Responsible for the overall administration of programs under the Community Support Services Group.

#### **ESSENTIAL FUNCTIONS**

#### Essential Functions Statement(s)

- Prepare for approval and manages approved annual budgets for these programs.
- Develop, implement and evaluate the programs' policies and procedures in accordance with the budgets and policies of the company and funding sources. Develop and propose changes in programs as funding sources change.
- Establish and maintain harmonious relationships with clients, clients' primary caregivers/personal representatives, businesses, volunteers and the community that will enhance the programs to better serve the clients.
- Establish and maintain harmonious relationships with private and governmental agencies.

  Prepare, negotiate, administers and assures compliance with contracts funding these programs.
- Ensure that all reports to funding sources as required by contracts are completed in a timely manner to assure compliance with those contracts.
- Plan, organize and direct the work of the group. Responsible for hiring, training, development, promotions, transfers, discipline and termination of employment of the staff within the department in accordance with the policies and procedures of the company.
- Attend required meetings and training sessions.
- Maintain compliance with The Arc of Hilo's Employee Handbook and Safety Handbook.
- Perform other job related duties as assigned by the CEO or other designated person; performs other assignments for which employee is qualified within other areas of the company as requested by the Manager, the President and Chief Executive Officer or other designated person due to staff shortages or temporary emergencies.

# POSITION QUALIFICATIONS Competency Statement(s)

Accountability - Ability to accept responsibility and account for his/her actions.

- Adaptability Ability to adapt to change in the workplace.
- Analytical Skills Ability to use thinking and reasoning to solve a problem.
- Communication, Oral Ability to communicate effectively with others using the spoken word.
- Conceptual Thinking Ability to think in terms of abstract ideas.
- Customer Oriented Ability to take care of the customers' needs while following company procedures.
- Diversity Oriented Ability to work effectively with people regardless of their age, gender, race, ethnicity, religion, or job type.
- Empathetic Ability to appreciate and be sensitive to the feelings of others.
- Enthusiastic Ability to bring energy to the performance of a task.
- Friendly Ability to exhibit a cheerful demeanor toward others.
- Honesty / Integrity Ability to be truthful and be seen as credible in the workplace.
- o Innovative Ability to look beyond the standard solutions.
- Loyal The trait of feeling a duty to the employer.
- Organized Possessing the trait of being organized or following a systematic method of performing a task.
- Patience Ability to act calmly under stress and strain, and of not being hasty or impetuous.
- Problem Solving Ability to find a solution for or to deal proactively with work-related problems.
- Reliability The trait of being dependable and trustworthy.
- Self Confident The trait of being comfortable in making decisions for oneself.
- Technical Aptitude Ability to comprehend complex technical topics and specialized information.
- Tolerance Ability to work successfully with a variety of people without making judgments.

#### **SKILLS & ABILITIES**

**Education:** Bachelor's degree from an accredited college or university (or equivalency, i.e., a combination of education and experience substantially equivalent to graduation form an accredited college or i=university) AND

**Experience:** Three (3) years of verifiable experience working directly with people with developmental disabilities. Management/Supervisory experience and other relevant experience running programs.

# **ORGANIZATION**



October 2011

### **CLIENTS**

#### BOARD OF DIRECTORS

## President & Chief Executive Officer

Michael E. Gleason

Special Project
Agriculture Product Development Center

Chief Administrative & Operating Officer

Debra Cabarloe

Administrative Services Operations Analysis Risk Management

Human Resources

Workforce Resource Services Chief Financial Officer

Debbie Perkins

Accounting
Residential
Investments
Risk Management
Fund Development
Purchasing
Facilities & Maintenace

DIVISIONS

Community Support Services Vicki Linter

> Waiver Services LASR Services ADRC Advocate

Commercial Services Ken Cordrey

> Janitorial Laundry Groundskeeping Nursery

October 1, 2011

**OFFICER** 

# Chief Administrative & Operating Officer

Debra A. M. Cabarloc

#### ADMINISTRATIVE

OPERATING

RISK MANAGEMENT SPECIAL PROJECTS

Administrative Services and Human Resources Department

Payroll

INFORMATION TECHNOLOGY

PROGRAM DEVELOPMENT

Administrative & HR Coordinator Frances Waltjen

Workforce Resource Services Coordinator Charmaine Ka-ipo Payroll Specialist Natasha Tadio IT Specialist Charles Higa

Receptionist
Roxal Leopeldino

October 1, 2011

# **OFFICERS**

# **Chief Financial Officer**

Deborah A. Perkins

Matthew Garcia Clifford Macdo

Market Research Kelsey Kalua

INVESTMENTS Purchasing	ACCOUNTING	Facilities & Maintenace	FUND DEVELOPMENT	RISK MANAGMENT
RESIDENTAL Purchasing Specialist Jolymne Gallen	Accountant Jane Iguchi-Heit  Accounts Payable/ Receivable Specialist Trinidad Baybayan  Accounts Specialist Bailing Liang	Facilities & Maint. Supervisor Wendell Vincent Facilities & Waint. Supported Employment Employees	Capital Campaign  Grant Writer  Marta Birchard	SPECIAL PROJECTS

October 2011

# DIVISION MANAGERS

Administrative Assistant	Co	ommercial Services Kenneth Cordrey	
Pamela Cabreria	***************************************	out or	
Janitorial Department	Laundry Department	Groundskeeping Department	Nursery Department
-	nt Supervisor a Carvalho	Department Assistant  Jensen Pakele	
	rker IV ocational Instructor	Worker IV Team Leader/Vocational Instructor	Worker IV Team Leader/Vocational Instructor
, , , , ,	rker III / Assist. Vocational Inst.	Worker III Assist, Team Leader/ Assist, Vocational Inst.	Worker III Assist, Téam Leader/ Assist, Vocational Inst.
	orker II  Coach	Worker II Job Coach	Worker II Job Coach
	orkers I Employment/Trainees	Workers I Regular/Supported Employment/Trainees	Workers I Regular/Supported Employment/Trainees

October 2011

# DIVISION MANAGERS

Assistant Manager Shelagh Arruda Client Support Services

Vicki J. Linter

LASR

Administrative
Assistants
Kerri Speaker

Office Clerk Supported Employment Employee Elsie Yoshioka

WAIVER PROGRAM

Support Services Supervisor

Toric Santiago

Nicolas Cole

Debbie Gasicwicz

Direct Support Worker I, II, III, IV

ADH Client Program

Coordinator

Catherine

Kuster

PROGRAM

Direct support worker 1, 11, 111,

County of Hawaii ADRC

Advocate Wesley Tanigawa

KAU LOCATION

Personal
Assistance
Program
Direct Support
Workers

PAHOA LOCATION

ADH Program Direct Support Workers

Personal
Assistance
Program
Direct Support
Workers

HAB-SE Program Direct Support Workers HILO LOCATION

ADH Program Direct Support Workers

Personal Assistance Program Direct Support Workers

HAB-SE Program Direct Support Workers

# **Workforce Resource Services**

Charmaine Ka-ipo

# EmployAbility Program

Multi-step certificate program designed to address pre-employment and basic pre-vocational skills.

# **Employment Training**

Provides hands-on training in area of vocational choice

# Supported Employment

Assistance to employed for successful employment

# **Employment Retention**

Assistance in identifying and eliminating issues that threaten the employment

## Community Outreach

Continuous building of relationships with community employers as well as education to the community of services available