| House District13   |                                  | ENTH LEGISLATURE  |             | I N                             |
|--|----------------------------------|---|-------------|---------------------------------|
| Senate District7   |                                  | RANTS AND SUBSIDIES   |             | Log No:                         |
|  | CHAPIER 42F, HAW                 | All REVISED STATUTES  |             | For Legislature's Use Only      |
| Type of Grant or Subsidy Request:  |                                  |   | l           | 1 of Legislature's Ose Only     |
| GRANT REQUEST – OPERATING  | GRANT R                          | SUBS  | IDY REQUEST |                                 |
| "Grant" means an award of state funds by the le<br>the community to benefit from those activities. | gislature, by an appropriati     | on to a specified recipient, to support t                                       | he activiti | ies of the recipient and permit |
| "Subsidy" means an award of state funds by the incurred by the organization or individual in prov  | legislature, by an appropriation | ation to a recipient specified in the app<br>some or all members of the public. | ropriation  | n, to reduce the costs          |
| "Recipient" means any organization or person re  | eceiving a grant or subsidy.     |   |             |                                 |
| STATE DEPARTMENT OR AGENCY RELATED TO THI  | S REQUEST (LEAVE BLANK IF        | unknown):   | ****        |                                 |
| STATE PROGRAM I.D. NO. (LEAVE BLANK IF UNKNO   | OWN):                            |   |             |                                 |
| 1. APPLICANT INFORMATION:  |                                  | 2. CONTACT PERSON FOR MATTERS I   | NVOLVIN     | G THIS                          |
| Legal Name of Requesting Organization or Indiv   | vidual: Restorative              | APPLICATION:  Name <u>Netra Halperin</u>  |             |                                 |
| Dba: Mahi Ola  |                                  | Title Project Manager   |             |                                 |
| Street Address: 99 Kahiapo Place, Haiku, HI 96   | 700                              | Phone # (808) 359-1673  |             |                                 |
|  |                                  | Fax #   |             |                                 |
| Mailing Address: 99 Kahiapo Place, Haiku, HI 9   | 0700                             | e-mail <u>netra@maui08.com</u>  |             |                                 |
|  |                                  |   |             |                                 |
| 3. Type of business entity:  |                                  | 6. DESCRIPTIVE TITLE OF APPLICANT   |             |                                 |
| Non profit Corporation For profit Corporation Limited Liability Company                            |                                  | MAHI OLA SUBSTANCE ABUSE REHABI<br>FARM WITH NUTRITIVE DEHYDRATIO               |             |                                 |
| Sole Proprietorship/Individual   |                                  |   |             |                                 |
|  |                                  |   |             |                                 |
|  |                                  |   |             |                                 |
|  |                                  |   |             |                                 |
|  |                                  |   |             |                                 |
| 4. FEDERAL TAX ID #:   |                                  | 7. AMOUNT OF STATE FUNDS REQUES   | TED:        |                                 |
| 5. STATE TAX ID #:   |                                  |   |             |                                 |
|  |                                  | FISCAL YEAR 2015: \$_597,000  |             |                                 |
|  |                                  |   |             |                                 |
| 8. STATUS OF SERVICE DESCRIBED IN THIS REQUE  NEW SERVICE (PRESENTLY DOES NOT EXIST)               | _                                | MOUNT BY SOURCES OF FUNDS AVAILABL  | F           |                                 |
| EXISTING SERVICE (PRESENTLY IN OPERATION)  |                                  | THIS REQUEST:   |             |                                 |
|  |                                  | STATE \$ 0<br>FEDERAL \$ 0<br>COUNTY \$ 0                                       |             |                                 |
|  |                                  | PRIVATE/OTHER \$10,000  | -           |                                 |
|  |                                  |   |             |                                 |
|  |                                  |   |             |                                 |
|  | SUSAN "NETRA" HALPERI            | N ATITLE  | /30/        | DATE SIGNED                     |
|  |                                  |   |             |                                 |

## Mahi Ola

## Grant in Aid Request

## **Table of Contents**

| I.         | Bac  | ckground and Summary  | 2   |
|------------|------|---|-----|
|            | 1.   | Applicant and project background;   |     |
|            | 2.   | Goals and objectives;   |     |
|            | 3.   | Mahi Ola: Need Justification;   | 5   |
|            | 4.   | Target Population;  | 10  |
|            | 5.   | Geographic Coverage;  | 10  |
| II.        | Sei  | rvice Summary and Outcomes  | 10  |
|            | 1.   | Scope of work, tasks and responsibilities;  | 10  |
|            | 2.   | Timeline;   | 11  |
|            | 3.   | Quality assurance and evaluation;   | 12  |
|            | 4.   | Measures of effectiveness;  | 12  |
| III.       | Fi   | inancial  | 12  |
| I          | Budg | get   | 12  |
|            | 1.   | Budget forms; (attached)  |     |
|            | 2.   | Quarterly funding;  |     |
|            | 3.   | Other sources of funding;   |     |
|            | 4.   | Federal tax credits;  |     |
|            | 5.   | Balance of unrestricted current assets;   | 13  |
| IV.        | Ex   | xperience and Capability  | 13  |
|            |      | Necessary Skills and Experience   |     |
| Ī          |      | Facilities  |     |
| <b>X</b> 7 | Da   | reconnel, Duciest Organization and Staffing   | 1.4 |
|            |      | rsonnel: Project Organization and StaffingProposed Staffing, Staff Qualifications, Supervision and Training |     |
|            |      | Organization ChartOrganizations, Supervision and Training   |     |
|            |      | Compensation Chart  |     |
| ,          |      | •   |     |
| VI.        |      | ther  |     |
| I          |      | Litigation  |     |
| ]          |      | Licensure or Accreditation  |     |
| (          |      | Organizational Charts   |     |
| ]          |      | Letters of Support  |     |
| ]          |      | Team Resumes  |     |
| ]          |      | Memorandum of Agreements  |     |
| 6          | 7 (  | Certificate of Compliance, Trade Name Registration  | 16  |

# **Application for Grant Mahi Ola**

## I. Background and Summary

1. Applicant and project background;

Mahi Ola was formed for the purpose of providing comprehensive, holistic, accessible substance abuse treatment for the residents of Maui County—especially those in the most need: people caught in the criminal justice system, the indigent and the chronically homeless. Mahi Ola is inspired by Justice Reinvestment's report on the State of Hawaii's criminal justice system and by the highly successful Delancey Street model of long-term peer-culture and vocational substance abuse rehabilitation. Mahi Ola seeks to, using the Delancey Street model, fill the gap that Justice Reinvestment chronicled: "community-based treatment programs". (please see insert: "Mahi Ola: Need Justification" for details)

In order to find the best site for the program, the Mahi Ola team did extensive research. They found that the Old Maui High School campus is the best available site on Maui. It is only five minutes drive to Paia Town; fifteen minutes to downtown Kahului and twenty minutes to the Wailuku Courthouse. And while it is close to these urban centers, it is also isolated from neighbors—completely surrounded by Alexander and Baldwin (A&B)/Hawaiian Commercial & Sugar (HC&S) sugarcane fields. This will eliminated the "not-in-my-backyard" (NIMBY) effect that often plagues substance abuse rehabilitation and homeless housing projects.

Also the site already has four habitable buildings and the beautiful Charles W. Dickey administration building (which, once it is re-roofed, will be eligible for the National Historic registry), which would draw tourists and locals to a resident run gourmet restaurant – which would help make the program financially self-sustainable. The twenty-four acre site also has many other amenities, including: athletic field, approximately ten acre farm, workshop area, windmill base etc.

Maui County will be putting out an RFP at the end of January or the beginning of February for a one hundred year lease on the campus. This property is owned by the State of Hawaii, while in 1972 the Governor signed it over to Maui County to manage. (executive Order # 4117)

The Friends of Old Maui High have done an excellent job of refurbishing and caretaking the site, and Maui County is now offering an RFP for an organization offering an: educational, agricultural or social service program. Mahi Ola is offering all three.

This grant in aid request is for **Phase I** of the Mahi Ola project: **Design and engineering of site** and **development of programming.** This design and engineering plan will be used as the basis for the application to Maui County for the lease on the site.

This is the first step in securing this property, to be able to put it in the best and highest use for the people of Maui County—and as a model for substance abuse rehabilitation and prison diversion for the whole state.

Mahi Ola Executive Director, Susan "Netra" Halperin, Project Manager, earned her Master's degree in psychology and has worked in both the service delivery and the administrative sides of social services and substance abuse treatment on Maui for over twelve years. Also necessary for the initial, CIP phases of this project, Ms. Halperin is the Owner and CEO of Opulent Design, Architectural and Interior Design and has an extensive background in real estate development, construction, planning and permitting. She is currently Community Liaison for Representative Mele Carroll, Chair, Human Services Committee and previously worked as Committee Clerk for Representative Rida Cabanilla, Chair, Housing Committee. She was also Interim Executive Director of Neighborhood Place of Wailuku and Substance Abuse Counselor Supervisor at Maui Community Correctional Center.

The first step towards creating Mahi Ola Substance Abuse Rehabilitation Center is **Phase I:** designing the site. The leader of the design team is the **Principal engineer**, **Jacob Freeman**, PE, owner and operator of **CDF Engineering**, **LLC** out of Kahului, Hawaii. CDF is a full service, professional, design-build land surveying, engineering, general consultation, and contracting company. Mr. Freeman designed and managed the construction of the **150KW Photovoltaic Farm** on Baldwin Avenue in Makawao, Maui and is the Engineer of Record on over **20MW of Photovoltaic** projects throughout the State.

Mr. Freeman also recently assisted The **Nature Conservancy's Palmyra Atoll** Program with a Runway Rehabilitation project: taking a WWII crushed coral runway and refurbishing it to current FAA standards for jet landings and USCG C-130 evacuation and patrol. This project turned into a major catalyst for the program opening the doors to enhanced scientific research and facility upgrades, of which Mr. Freeman has assisted in energy efficiency upgrades.

Another key element of the program is to provide work opportunities for residents while enhancing food security and financial sustainability for Mahi Ola will be a **Nutritive Dehydration Center**. David Rose, through his company Unified Field Corporation, is the project partner we are exploring to bring this asset into the work of Mahi Ola.

## 2. Goals and objectives;

The **objective** related to this request (**Phase I**) is the completion of a comprehensive master plan of the site; and setup of the Mahi Ola substance abuse rehabilitation program.

The ultimate **goal** of the Mahi Ola program (**Phase IV - VI**) is to provide a five hundred bed "Delancey Street" replication two to four years, life skills and vocational training substance abuse rehabilitation facility on a sustainable farm on North Shore Maui. From their website: "Delancey Street is the country's leading residential self-help organization for substance abusers, ex-convicts, homeless and others who have hit bottom. Their average resident has been a hard-core drug addict for sixteen years, abusing alcohol and multiple drugs and has dropped out of school at the 7th grade and has been institutionalized several times. Many have been gang members; most have been trapped in poverty for several generations. Rather than hire experts to help the people with problems, the founders decided to run Delancey Street with no staff and no funding. Like a large family, DS residents must learn to develop their strengths and help each

other. It's an approach to changing lives that is "against all odds"." Mahi Ola Staff, already possessing education and experience in substance abuse treatment and social work, will attend the Delancey Street training in San Francisco and work ongoing with DS staff to ensure accurate replication—with modifications for Hawaii culture.

Mahi Ola will also collaborate with **Aloha House** (MOA attached), Maui's substance abuse treatment facility. Standard protocol will be for Maui County residents suffering from substance abuse disorder to first complete Aloha House's 60-day treatment program before transferring to Mahi Ola's long-term life skills, vocational and optimal health rehabilitation program.

A resident run Nutritive Dehydration Center and a gourmet restaurant will ensure long-term financial sustainability of Mahi Ola. The Nutritive Dehydration Center will aid island-wide local organic farmers by providing contract buying for their produce, increasing island **food security** and enhancing the local food economy.

In addition to serving people with the single issue of substance abuse disorder, Mahi Ola will also serve as a **diversion and re-entry from jail/prison** which will save the State on incarcerations expenses (please see, "Mahi Ola: Need Justification" insert). The gourmet restaurant, in addition to being a North Shore Maui tourist destination, will be a model of an enlightened approach to drug abuse treatment and crime reduction. Mahi Ola will also serve as a two to four year home and vocational rehab program for the chronically **homeless**. This will save State expenses on hospital emergency room visits and will save Maui County/State of Hawaii on homeless services (please see attachment "**Housing First**" for more information on this concept)

3. Mahi Ola: Need Justification;

(see next page)

<sup>&</sup>lt;sup>1</sup> http://www.delanceystreetfoundation.org/

<sup>&</sup>lt;sup>2</sup>http://humanservices.hawaii.gov/wp-content/uploads/2013/01/2012-Section-346-378-HRS-Housing-First-Report.pdf

## Mahi Ola

# Maui Substance Abuse Rehabilitation Center On a Sustainable Farm

Need Justification

By Netra Halperin, M.A., Executive Director

# Governor, Chief Justice & Legislative Leaders Launch Justice Reinvestment Initiative in June 2011



STATE TO EXAMINE INMATE RETURN POLICY

The study will focus on ending the use of mainland prisons

Jun 29, 2011

Hawaii is preparing a data-driven look inside the criminal justice system to help determine whether the state can stop sending prisoners to mainland prisons.

Council of State Governments Justice Center | 4

According to the Center for Disease Control (CDC), about eighty percent (80%) of inmates in correctional facilities have substance abuse problems.<sup>3</sup> Hawaii is no different in this regard. In 2011 The Council of State Governments' Justice Center's **Justice Reinvestment** program came to Hawaii. As is clear from their findings below (bold), building more jails and prisons is not the solution to jail/prison overcrowding and outsourcing. However developing community-based treatment and reentry programs, which focus on resolving offender's *reasons* for committing crime (and addressing judicial issues such as inordinately high bail requirements and treatment bottlenecks) will decrease overcrowding and reduce crime. This will create public safety *and* cut state spending. From CSG's website:

<sup>&</sup>lt;sup>3</sup> http://www.cdc.gov/idu/facts/cj-satreat.pdf

"From 2011-2012, the Council of State Governments Justice Center worked with Hawaii's state leaders to develop data-driven, consensus-based policy options designed to reduce corrections spending and increase public safety. Council of State Governments Justice Center experts interviewed stakeholders across the criminal justice system and conducted a comprehensive analysis of Hawaii's criminal justice data to identify challenges facing the state:

- Unnecessary delays in Hawaii's **pretrial decision making** process contributed to a 117% increase in the pretrial population between FY 2006 and FY 2011
- Programs intended to reduce recidivism were not being focused on people most likely to re-offend [those with substance abuse disorder and a lack of life and job skills]
- Victim services were not sufficient to ensure that individuals responsible for making restitution payments to victims were being held accountable

Hawaii's justice reinvestment framework was signed into law in 2012. It includes several policy options designed to address these challenges:

- Increases efficiency by requiring timely risk assessments of pretrial defendants to lessen the costly delays in the pretrial process
- Reduces recidivism by focusing probation and parole resources on individuals most likely to re-offend and by allowing more judicial discretion at sentencing to select the most appropriate sanction for second-time felony drug offenders
- Holds offenders more accountable for their actions by increasing the amount they must pay towards victim restitution to 25% of inmate account deposits and ensuring that institutions have the mechanisms in place to collect, track, and disperse these funds effectively

These policies are projected to save the state up to an estimated \$130 million over the following 8 years. Out of the savings and avoided costs anticipated in the first year, the state reinvested \$3.4 million in order to expand the availability of community-based treatment programs, hire additional corrections staff to complete risk and needs assessments and support reentry efforts, and reestablish the Department of Public Safety's research and planning office. Hawaii is receiving ongoing implementation guidance from the CSG Justice Center.4"

In order to assist in the effort to reduce prison/jail overcrowding, bring inmates home to Hawaii, cut incarceration spending and increase public safety, Mahi Ola has chosen the most effective model of substance abuse rehabilitation: Delancey Street. This model is also effective with the chronically homeless and other people suffering from substance abuse disorder. Dr. Karl Menninger (the founder of the Menninger's Clinic and often considered the grandfather of the American mental health movement at its height) conducted a long-term study on Delancey Street graduates that demonstrated a phenomenal success rate of 98%. He summarized his findings with the statement, "Delancey Street is an incredible mixture of hard practicality and idealism. It

<sup>4</sup> http://csgjusticecenter.org/jr/hi/

is the best and most successful rehabilitation program I have studied in the world."5

Mahi Ola Program Developers are collaborating with the Delancey Street Foundation on becoming a replication program. The team will travel to Delancey Street's core facility in San Francisco, California to participate in their training and plan for the Mahi Ola program.

## **Key Findings** Jail population is increasing due to delays in pre-trial process. Crime, arrests, and felony 2. Increasing number denied parole, due to convictions programming requirements of have declined... low risk offenders & bottlenecks. ...but the Prisoners are being held longer, and prison/jail increasingly held to finish their sentence population has without supervision. not declined, 4. Lack of discretion in sentencing low because: severity drug offenders and long probation terms resulting in poor resource investments.

The "programming requirements" listed above are best satisfied as **Justice Reinvestment** explains above, at "community-based treatment programs." Hawaii Department of Public Safety has explained that it is very difficult for the Department to get funding from the Legislature for in-prison treatment programs. When legislators must choose between programs for prisoners and for other community needs, such as children, the elderly etc., programs for prisoners always lose out. However community-based programs, that appropriately integrate offenders back into becoming positive, productive members of the community can more easily garner public support.

If diversion programs such as Mahi Ola were available, judges and prosecutors would have the option of sending pre-trial arrestees and sentenced offenders to an effective alternative, instead of adding to an overcrowded, ineffective punishment-based, as opposed to rehabilitation-based system.

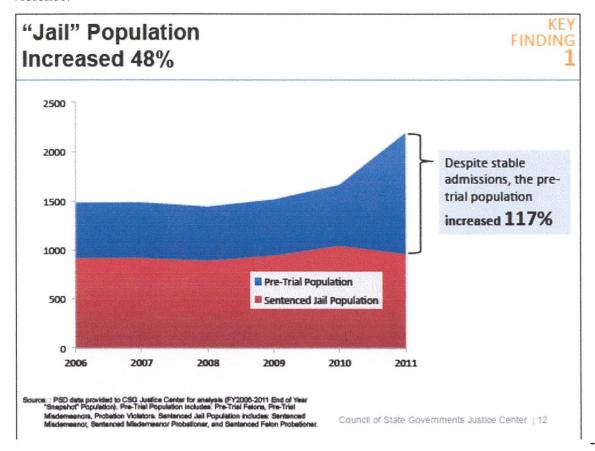
## Accomplishments of Delancey Street<sup>6</sup> – the model for Mahi Ola

I. Over 10,000 formerly illiterate people have received high school equivalency degrees

<sup>&</sup>lt;sup>5</sup> http://www.delanceystreetfoundation.org/accomplish.php

<sup>&</sup>lt;sup>6</sup> http://www.delanceystreetfoundation.org/accomplish.php

- II. Over 1000 have graduated with a diploma from Delancey Street's state accredited post-secondary vocational three year program taught by Delancey Street's own residents.
- III. Fifty students have received an accredited BA either in Human Relations from Delancey Street's chartered college campus through Golden Gate University or majoring in Delancey's Urban Studies program through San Francisco State University.
- IV. Over 100 students have graduated from Delancey Street's charter public high school for juvenile justice youths (graduation rate of over 90%), with 88% going on to higher education. This is remarkable considering that 90% entered Delancey Street's school as dropouts and complete school failures.
- Delancey Street has pioneered pathways out of violence, bigotry and hatred:
   Delancey has moved over 12,000 violent, racial gang members away from gangs into active non-violence.



- VI. Over 8,000 Delancey folks have mentored others teaching non-violence and inter-racial mediation.
- VII. Delancey is completely self-governed by a Board and resident councils that are 1/3 African American, 1/3 Hispanic/American Indian and 1/3 Anglo, as is Delancey Street's population. Women comprise about 20% of the population and about 30 to 40% of management.
- VIII. Through complete sweat equity, Delancey Street has built and/or remodeled over 1500 units of very low-income housing built by the residents themselves with union support training over 1000

- people in the building trades throughout Delancey Street's 40 years.
- IX. Delancey Street has moved over 3000 homeless people into permanent housing
- X. Delancey Street's high school students renovated their own school expanding it from 8,000 square feet to 24,000 square feet

#### Conclusion

From the facts generated by the bi-partisan Justice Reinvestment analysis of Hawaii's criminal justice system, it is plain to see that there is a need for additional programs to support the State in implementing their recommendations. Incorporating programs such as Mahi Ola will help bring these goals within reach.

Additionally Mahi Ola's is exploring a close working relationship with a national program known as the Regenerative Community Initiative (RCI) that would support the development of a high-impact locally owned Nutritive Dehydration Center (NDC) that may be owned by Mahi Ola and operated by RCI trained project residents and other local workers as needed. The NDC will create at least 15 direct jobs within the facility and hundreds of farmer and farm related jobs through the creation within the NDC portion of this project of up to \$4.3M in new market for organic local food in the first 27 months of the NDC's processing operations, and up to \$3.6M / year in new market thereafter. This will enhance the local economy and increase food security. Thus Mahi Ola will contribute to the psychological, physical and economic wellbeing of the residents of Maui County.

|               |         |         | FY 2016 |              |
|---------------|---------|---------|---------|--------------|
|               |         | FY 2014 | FY 2017 | Cumulative 6 |
|               | FY 2013 | FY 2015 | FY 2018 | Year Impact  |
| Gross Savings | \$9.8m  | \$46.0  | \$94.1m | \$150.0m     |
| Reinvestment  | \$7m    | \$14m   | \$21m   | \$42m        |
| Net Savings   | \$2.8m  | \$32.0m | \$73.1m | \$108.0m     |

## 4. Target Population;

The target population to be served by the Mahi Ola, Delancey Street replication program is substance abusers, criminal recidivists and the homeless (see Mahi Ola: Need justification). **Phase I** (this request) will begin preparing **site** for its ultimate goal.

- Geographic Coverage;
- A. "Delancey Street" model residential substance abuse rehabilitation program will be provided free of charge to all Maui County residents with a diagnosis of substance abuse disorder—with potential for future statewide replication. Facility will have five hundred beds. Applicants may be referred to program by:
  - a. Self
  - b. Courts
  - c. Medical personnel/social service agencies
- B. **Nutritive** Dehydration Center will provide contract buying in advance of planting opportunities for all organic Maui farms—especially those in the fertile Upcountry/North Shore region near the site of the Project. This area already hosts numerous small family farms.
- C. Gourmet restaurant will serve visitors and local Maui residents. It will promote locally grown produce, North Shore Maui as a destination, and an enlightened understanding of the potential of recovery from substance abuse. Both resident-run businesses will provide long-term economic sustainability for Mahi Ola.

## II. Service Summary and Outcomes

1. Scope of work, tasks and responsibilities;

**Phase I**: In order to prepare for a drug abuse rehabilitation center on a sustainable farm, Mahi Ola must first create a comprehensive master plan for the site. This master plan will be used for the response to Maui County's RFP for a 100 year lease of the site.

Steps to Completion of **Phase I**:

- A. Site:
  - a. Create civil engineering master plan, including plan for both agricultural and potable water (design sustainable, off-grid infrastructure for dormitories, classrooms, farm, gourmet restaurant and nutritive dehydration plant)
  - b. Design renewable energy system
  - c. Design algae waste-water treatment plan
  - d. Provide overall project estimates and attract potential funding organizations and partners
  - e. Provide decision makers and the public with a comprehensive vision of site plan
- B. Nutritive Dehydration Center:

- a. Contribute project specs to the overall Mahi Ola master plan
- b. Confirm project development relationships, structure and timelines
- c. Bring in RCI templates for the 6,000 sq. ft. manufacturing facility, equipment food processing line engineering, pricing and timelines, financing templates and submittals for approval to state agencies for community based funding of this part of the project.
- d. Confirm adaptations of the NDC project template and full business plan for the NDC to the specifics of the site, utilities, entitlements, community relations and stakeholder development, local farmer relationships and local ingredient buyers.
- C. Delancey Street Model Substance Abuse Rehabilitation Program:
  - a. Coordinate with local social service providers: Aloha House, Maui Economic Opportunity, Ka Hale a Ke Ola, Family Life Center, Maui Homeless Alliance, Salvation Army etc.
  - b. Send staff to the Delancey Street program and training in San Francisco.
  - c. Engage the community: fundraising events, news articles, videos, etc.

Project Manager will be responsible for coordinating all of the above activities.

implement construction.

#### 2. Timeline:

| Phase I: Master plan will be completed (deadline for proposal              |
|--|
| submission to Maui County for Old Maui High campus lease).                 |
| Prepare application for <b>direct public offering</b> (DPO) for Securities |
| and Exchange Commission (SEC)  |
| Hold <b>fundraising gala</b> event   |
| Attend <b>Delancey Street</b> model training in San Francisco              |
| Final decision by Maui County on Old Maui High Site                        |
| Phase II: Submit zoning change request to Maui County                      |
| Launch direct public offering (with SEC's authorization)                   |
| Receive zoning change  |
| Receive funding from DPO   |
| Submit building plans for installation of infrastructure, renovation of    |
| existing buildings and construction of Nutritive Dehydration Plant to      |
| County Department of Public Works  |
| Phase III: Begin construction - utilities first (as habitable buildings    |
| already exist on Old Maui High School site): water, sewer, fire            |
| protection, renewable energy   |
| Phase IV: Receive certificate of occupancy and welcome first pilot         |
| resident group (approx. 30 people).  |
| Begin renovation of existing buildings, including Old Maui High School     |
| administration building construction of Nutritive Dehydration Plant.       |
|  |

Residents, as part of vocational rehabilitation, will learn and

Nov. 2016:

New residents arrive as internal peer culture develops (Delancey

Street model) and site capacity expands.

Oct. 2016:

Phase V: Nutritive Dehydration Center opens and begins buying from

local organic farmers

Jan. 2017:

Phase VI: Gourmet restaurant opens

## 3. Quality assurance and evaluation;

A local professional planning firm, such as Chris Hart and Partners or Munekiyo and Hiraga will review completed master plan to ensure that it meets or exceeds industry standards.

Sub contractors will submit progress reports bi-monthly to project manager who will compile reports into a final 6-month comprehensive report, as well as an executive summary. Project management team will also complete a self-evaluation of internal processes.

## 4. Measures of effectiveness;

At the end of the deadline period, approximately August 2014 (application for 100 year lease of Old Maui High School campus from Maui County), Mahi Ola will have a comprehensive master plan completed as well as the initial set up of the Mahi Ola program. Both documents will be submitted to designated State agency.

## III. Financial

## **Budget**

1. Budget forms; (attached)

## 2. Quarterly funding;

| Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total Grant |
|-----------|-----------|-----------|-----------|-------------|
| 525,000   | 24,000    | 24,000    | 24,000    | \$597,000   |

## 3. Other sources of funding;

Restorative Solutions Maui has two programs:

- 1. Mahi Ola
  - a. Requesting this GIA, and
  - b. Applying to Securities and Exchange Commission (SEC) for authorization to launch a direct public offering (DPO). While Mahi Ola will be a 501(c)3 nonprofit organization, the Nutritive Dehydration Center (NDC) and gourmet restaurant

will be formed as two distinct for-profit Hawaii Sustainable Business Corporations (B-corps), with governance integrated as a team within the overall Mahi Ola governance and decision making structure.

- School-based Restorative Mediation: Requesting \$100,000: Community Based Services for Youth at-Risk: RFP No. HMS 501-14-01
- 4. Federal tax credits;

Not applicable

5. Balance of unrestricted current assets;

Not applicable

## IV. Experience and Capability

## A. Necessary Skills and Experience

Mahi Ola Executive Director and Project Manager, Susan "Netra" Halperin is the Owner and CEO of Opulent Design, Architectural and Interior Design and has an extensive background in real estate development, construction and planning. She has renovated numerous houses and commercial buildings, both on Maui, and previously in Edmonton, Alberta, Canada, where she owned a real estate investment Company: River Properties. She is currently Community Liaison for Representative Mele Carroll, Chair, Human Services Committee and previously worked as Committee Clerk for Representative Rida Cabanilla, Chair, Housing Committee.

#### References:

Mele Carroll, State Representative: (808) 586-6790 Jud Cunningham, CEO, Aloha House; Maui Youth and Family Services: (808) 579-8414 Gladys Baisa, Maui Councilwoman (808) 270-7939

Please see: www.OpulentDesign.com for more information

**Principal engineer** and head of **design team** for project, **Jacob Freeman**, PE owner and operator of CDF Engineering, LLC out of Kahului, Hawaii. CDF is a full service, professional, design-build land surveying, engineering, general consultation, and contracting company. Mr. Freeman designed and managed the construction of the 150KW Photovoltaic Farm on Baldwin Avenue and is the Engineer of Record on over 20MW of Photovoltaic projects throughout the State.

Mr. Freeman also recently assisted The Nature Conservancy's Palmyra Atoll Program with a Runway Rehabilitation project: taking a WWII crushed coral runway and refurbishing it to current FAA standards for jet landings and USCG C-130 evacuation and patrol. This project turned into a major catalyst for the program opening the doors to enhanced scientific research and facility upgrades, of which Mr. Freeman has assisted in energy efficiency upgrades.

Please see: http://cdfengineers.com/ for more information.

David Rose will head the **Nutritive Dehydration** Center project. Please see attached resume.

#### B. Facilities

The Master Plan produced with the funding from this request will be used to respond to Maui County's RFP for a one hundred year lease on the Old Maui High School campus. This property is owned by the State of Hawaii, while in 1972 the Governor signed Executive Order # 4117 for Maui County to manage.

Due to the philosophy of the Delancey Street program, in which work and skills development are predominant elements of recovery, the program can begin once a certificate of occupancy is given for preexisting basic dormitory style housing. This initial small group of residents can further develop property up to its five hundred-bed capacity. This also follows the Delancey Street model, in which a peer culture, "each one teach one" model of service is created—with new residents being added as current residents become strong enough in their recovery.

Currently the property is not authorized for occupancy because it lacks potable water, sewer and fire protection.

## V. Personnel: Project Organization and Staffing

## A. Proposed Staffing, Staff Qualifications, Supervision and Training

Project Manager will supervise and coordinate all planning and design to ensure that it conforms with the mission of the program, Maui County and State law and guidelines of this grant. Engineers and designers who have been chosen are highly competent and on the cutting edge in their respective fields.

Resumes attached for:

Netra Halperin—Executive Director/Project Manager Jacob Freeman—Principle Engineer David Rose, Nutritive Dehydration Center—Design and Marketing Jacob Maddox, Renewable Energy—Design and Engineering

## Project Manager—Netra Halperin:

#### **Education:**

- MA Clinical Psychology, Antioch University, San Francisco, 1989
- BA Political Science (Women's Studies), San Francisco State University, 1985

#### **Management Experience:**

- Owns **Opulent Design, Architectural and Interior Design -** 2005 present. Provide consulting in planning, permitting and development.
- Owned Real Estate Development Company, River Properties in Edmonton, Alberta, Canada: 2002 - 2005. Supervised construction and renovation team. Supervised landscaping design team.
- Owned bed and breakfast: Tropo House, Haiku Hawaii: 2005 2007. Supervised housekeeping, landscaping and renovation staff and contractors
- Interim Executive Director: **Neighborhood Place of Wailuku -** 2011. Supervised counseling team. Awarded OHA grant for Hawaiian health and fitness program.
- Substance Abuse Counselor Supervisor, **Maui Community Correctional Center -** 2009. Supervised counseling team.

## Government experience:

- Committee Clerk and Legislative Analyst, Representative Rida Cabanilla
- Currently Maui Community Liaison, Representative Mele Carroll

#### References:

Mele Carroll, State Representative: (808) 586-6790 Jud Cunningham, CEO, Aloha House; Maui Youth and Family Services: (808) 579-8414 Gladys Baisa, Maui Councilwoman (808) 270-7939

## Principal Engineer for project, Jacob Freeman,

### **Education:**

• BS, Civil Engineering (Cum Laude), University of Massachusetts, 2005. Member of Tau Beta Pi and Chi Epsilon.

#### **Licenses and Certifications:**

- Certified Professional in Erosion and Sediment Control #3787
- Certified Professional in Storm Water Quality #347
- Certifies Inspector in Sediment and Erosion Control #583
- State of Hawaii Registered Professional Civil Engineer License No CE-13736
- State of Hawaii General Contractor License A-33140

#### **Experience:**

Owns and operates CDF Engineering LLC out of Kahului, Hawaii. CDF is a full service, professional, design-build land surveying, engineering, general consultation, and contracting company. Mr. Freeman designed and managed the construction of the 150KW Photovoltaic Farm on Baldwin Avenue and is the Engineer of Record on over 20MW of Photovoltaic projects throughout the State.

- Project Engineer for the Hawaii Wildlife Fund.
- Recently assisted The Nature Conservancy's Palmyra Atoll Program with a Runway Rehabilitation project taking a WWII crushed coral runway and refurbishing it to current FAA standards for jet landings and USCG C-130 evacuation and patrol. This project turned into a major catalyst for the program opening the doors to enhanced scientific research and facility upgrades, the upgrades of which Mr. Freeman has assisted in energy efficient upgrades.

## B. Organization Chart

(Charts attached)

## C. Compensation

Executive Director/Project Manager:

\$70,000 (this project .3 FTE of full

salary=\$21,000

Administrative Assistant:

\$36,000

The remaining members of the team are part-time sub-contractors, hired for specific tasks, requiring specific expertise (detailed in budget documents)

#### VI. Other

#### A. Litigation

The applicant is not party to any pending litigation, or any outstanding judgments.

#### B. Licensure or Accreditation

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

No special licensure is required for the project manager. Sub-contractors will be:

**Principle Engineer**: Licensed, State of Hawaii Registered Professional Civil Engineer and **General Contractor**: Licensed, State of Hawaii Registered General Contractor

- C. Organizational Charts
- D. Letters of Support
- E. Team Resumes
- F. Memorandum of Agreements
- G. Certificate of Compliance, Trade Name Registration

## BUDGET REQUEST BY SOURCE OF FUNDS

(Period: July 1, 2014 to June 30, 2015)

| Applicant: | Mahi       | Ola |
|------------|------------|-----|
| 3 8        | ********** |     |

|       | BUDGET  | Total State   |               |                |   |
|-------|---|---------------|---------------|----------------|---|
| CATE  | CATEGORIES  | unds Requeste | ed            |                |   |
|       |   | (a)           | (b)           | (c)            | (d)                                     |
| A.    | PERSONNEL COST  |               |               |                |   |
|       | 1. Salaries   | 57,000        |               |                |   |
|       | 2. Payroli Taxes & Assessments  | 3,600         |               |                |   |
|       | 3. Fringe Benefits  | 10,000        |               |                |   |
|       | TOTAL PERSONNEL COST  | 70,600        |               |                |   |
| В.    | OTHER CURRENT EXPENSES  |               |               |                |   |
| 1     | 1. Airfare, Inter-Island  | 3,500         |               |                |   |
|       | 2. Insurance  | 1,500         |               |                | *************************************** |
|       | 3. Lease/Rental of Equipment  | 0             | 1             |                | *************************************** |
|       | 4. Lease/Rental of Space  | 6,000         | 1             |                |   |
|       | 5. Staff Training @ Delancey Street, S.F.                                   | 4,000         |               |                |   |
|       | 6. Supplies   | 1,500         |               |                | *************************************** |
|       | 7. Telecommunication  | 2,100         |               |                |   |
|       | 8. Utilities  | 2,300         | 1             |                | *************************************** |
|       | 9. CDF Engineering- Civil, Water, Wastewater & Architectural                | 350,000       |               |                |   |
|       | 10. Regenerative Community Initiative - Nutritive Dehydration Ctr. planning | 25,000        | 1             |                | *************************************** |
|       | 13. Hawaii Solar & Wind- Renewable Energy Engineering                       | 70,000        |               |                |   |
|       | 14. Restorative Developments -Sustainability & Land Use Consulting          | 40,000        |               |                | ·                                       |
|       | 11. Communications & IT   | 3,000         |               |                |   |
|       | 12. Accounting/Bookkeeping  | 7,500         |               | -              |   |
|       | 15. Legal fees- application to SEC for Direct Public Offering               | 10,000        | 1             |                |   |
|       | 16  |               |               |                |   |
|       |   |               |               |                |   |
|       | TOTAL OTHER CURRENT EXPENSES  | 526,400       |               |                |   |
| C.    | EQUIPMENT PURCHASES   | 0             |               |                |   |
| D.    | MOTOR VEHICLE PURCHASES   | 0             |               |                |   |
| E.    | CAPITAL   | 0             |               |                |   |
| TOTAL | (A+B+C+D+E)   | 597,000       | #######       | ######         | #VALUE!                                 |
|       | ř.  |               | Budget Pr     | epared B       |   |
| SOURC | CES OF FUNDING  |               |               |                | 7                                       |
|       | (a) Total State Funds Requested   | 597 000       | Curan *hlatm  | " Haldal       | (8080 359-167)                          |
|       |   | 097,000       | Susan Neua    | пацреци        | (0000 339-107                           |
|       | (b)   |               |               |                |   |
|       | (c)   |               |               |                |   |
|       | (d)   |               | Signature or/ | Authorized O   | Date                                    |
|       |   |               | Susan "Netra  | " Halperin, P  | roject Manager                          |
| TOTAL | BUDGET  | 597,000       | Name and Tit  | tle (Please ty | pe or print)                            |
|       |   |               |               |                |   |
|       |   | 1             |               |                |   |

## **BUDGET REQUEST BY SOURCE OF FUNDS**

(Period: July 1, 2014 to June 30, 2015)

| Applicant: | Mahi | Ola |
|------------|------|-----|
|            |      |     |

| BUDGET  | BUDGET<br>CATEGORIES  | Total State     |     |     |     |
|---------|---|-----------------|-----|-----|-----|
| CATEGOR | CATEGORIES  | Funds Requested |     |     |     |
|         |   | (a)             | (b) | (c) | (d) |
| A.      | PERSONNEL COST  |                 |     |     |     |
|         | 1. Salaries   | 57,000          |     |     |     |
|         | 2. Payroll Taxes & Assessments  | 3,600           |     |     |     |
|         | 3. Fringe Benefits  | 10,000          |     |     |     |
|         | TOTAL PERSONNEL COST  | 70,600          |     |     |     |
| В.      | OTHER CURRENT EXPENSES  |                 |     |     |     |
|         | 1. Airfare, Inter-Island  | 3,500           |     |     |     |
|         | 2. Insurance  | 1,500           |     |     |     |
|         | 3. Lease/Rental of Equipment  | 0               |     |     |     |
|         | 4. Lease/Rental of Space  | 6,000           |     |     |     |
|         | 5. Staff Training @ Delancey Street, S.F.                                     | 4,000           |     |     |     |
|         | 6. Supplies   | 1,500           |     |     |     |
|         | 7. Telecommunication  | 2,100           |     |     |     |
|         | 8. Utilities  | 2,300           |     |     |     |
|         | 9. CDF Engineering- Civil, Water, Wastewater & Architectural                  | 350,000         |     |     |     |
|         | 10. Regenerative Community Initiative - Nutritive Dehydration Center planning | 25,000          |     |     |     |
|         | 13. Hawaii Solar & Wind- Renewable Energy Engineering                         | 70,000          |     |     |     |
|         | 14. Restorative Developments -Sustainability & Land Use Consulting            | 40,000          |     |     |     |
|         | 11. Communications & IT   | 3,000           |     |     |     |
|         | 12. Accounting/Bookkeeping  | 7,500           |     |     |     |
|         | 15. Legal fees application to SEC for Direct Public Offering                  | 10,000          |     |     |     |
|         | 16  |                 |     |     |     |
|         | TOTAL OTHER CURRENT EXPENSES  | 526,400         |     |     |     |
| C.      | EQUIPMENT PURCHASES   | 0               |     |     |     |
| D.      | MOTOR VEHICLE PURCHASES   | 0               |     |     |     |
| E.      | CAPITAL   | 0               |     |     |     |

| TOTAL (A+B+C+D+E)               | 597,000 | #VALUE!                   | #VALUE!         | #VALUE!        |
|---------------------------------|---------|---------------------------|-----------------|----------------|
|                                 |         | Budget Prepared B         | y:              |                |
| SOURCES OF FUNDING              |         |                           |                 |                |
| (a) Total State Funds Requested | 597,000 | Susan "Netra" Halperin    |                 | (8080 359-1673 |
| (b)                             |         | Name (Please type or pri  | nt)             | Phone          |
| (c)                             |         |                           |                 |                |
| (d)                             |         | Signature of Authorized ( | Official        | Date           |
|                                 |         | Susan "Netra" Halperin, F | Project Manager | _              |
| TOTAL BUDGET                    | 597,000 | Name and Title (Please t  | ype or print)   |                |
|                                 |         |                           |                 |                |

| Applicant: | Mahi Ola_ |  |
|------------|-----------|--|
|            | _         |  |

Period: July 1, 2014 to June 30, 2015

| POSITION TITLE                     | FULL TIME<br>EQUIVALENT | ANNUAL SALARY<br>A | % OF TIME ALLOCATED TO GRANT REQUEST B | TOTAL<br>STATE FUNDS<br>REQUESTED<br>(A x B) |
|------------------------------------|-------------------------|--------------------|--|--|
| Executive Director/Project Manager | 1.                      | \$70,000.00        | 30.00%                                 | \$21,000.00                                  |
| Administrative Assistant           | 1.                      | \$36,000.00        | 100.00%                                | \$36,000.00                                  |
|                                    |                         |                    |  | \$0.00                                       |
|                                    |                         |                    |  | \$0.00                                       |
|                                    |                         |                    |  | \$0.00                                       |
|                                    |                         |                    |  | \$0.00                                       |
|                                    |                         |                    |  | \$0.00                                       |
|                                    |                         |                    |  | \$0.00                                       |
|                                    |                         |                    |  | \$0.00                                       |
| FOTAL:                             |                         |                    |  | 57,000.00                                    |

JUSTIFICATION/COMMENTS:

|            |          |              |         |             | 0011 |
|------------|----------|--------------|---------|-------------|------|
| Applicant: | Mahi Ola | Period: July | 1, 2014 | to June 30, | 2015 |

| DESCRIPTION   | NO. OF | COST PER | TOTAL  | TOTAL    |
|---------------|--------|----------|--------|----------|
| EQUIPMENT     | ITEMS  | ITEM     | COST   | BUDGETED |
| OT APPLICABLE |        |          | \$0.00 |          |
|               |        |          | \$0.00 |          |
|               |        |          | \$0.00 |          |
|               |        |          | \$0.00 |          |
| TOTAL         |        |          |        |          |
| TOTAL:        |        |          |        |          |

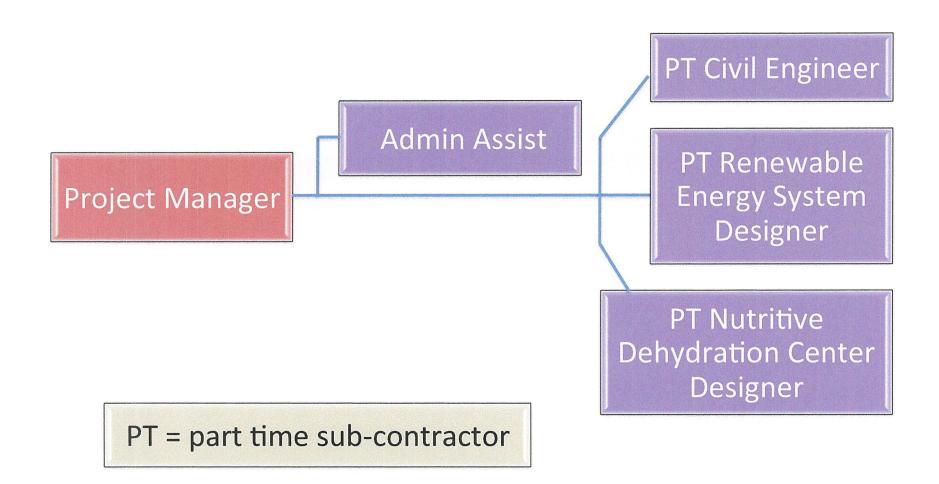
| DESCRIPTION OF MOTOR VEHICLE | NO. OF<br>VEHICLES | COST PER<br>VEHICLE | TOTAL<br>COST | TOTAL<br>BUDGETED |
|------------------------------|--------------------|---------------------|---------------|-------------------|
| NOT APPLICABLE               |                    |                     | \$0.00        |                   |
|                              |                    |                     | \$0.00        |                   |
|                              |                    |                     | \$0.00        |                   |
|                              |                    |                     | \$0.00        |                   |
|                              |                    |                     | \$0.00        |                   |
| TOTAL:                       |                    |                     |               |                   |

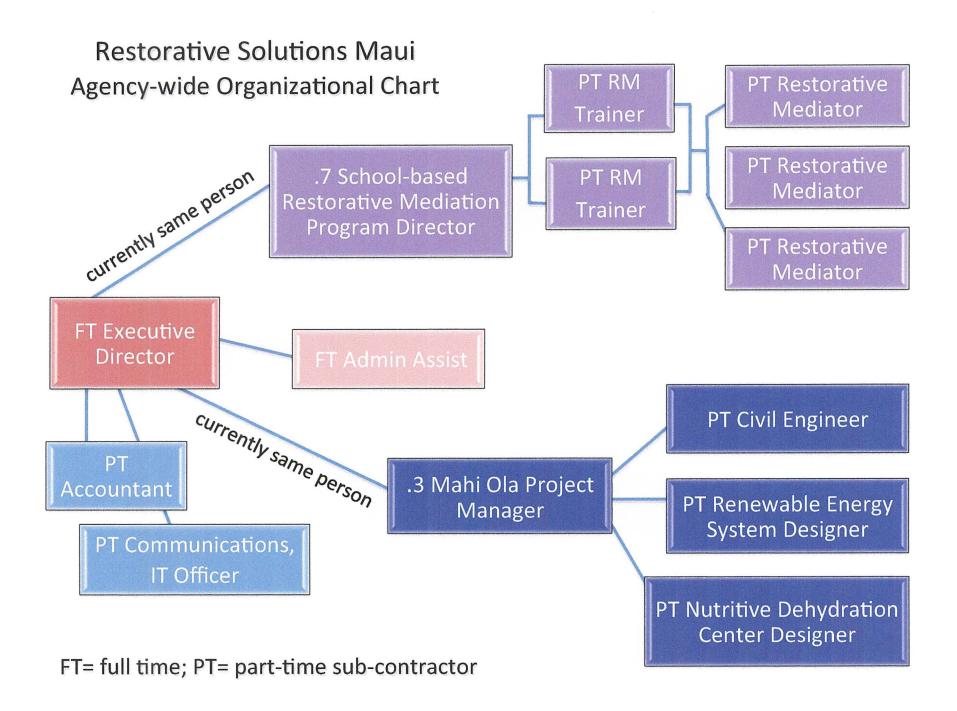
JUSTIFICATION/COMMENTS:

| Applicant: | Mahi Ola |         | *               |               |
|------------|----------|---------|-----------------|---------------|
|            |          | Period: | July 1, 2014 to | June 30, 2015 |

|                    | ALL COURSE                                      |               | OTATE SUNDO              | OTHER COURCES OF                 | FUNDING                                 | DECLUDED    |
|--------------------|---|---------------|--------------------------|----------------------------------|---|-------------|
| TOTAL PROJECT COST | ALL SOURCES OF FUNDS<br>RECEIVED IN PRIOR YEARS |               | STATE FUNDS<br>REQUESTED | OTHER SOURCES OF FUNDS REQUESTED | FUNDING REQUIRED II<br>SUCCEEDING YEAR: |             |
|                    | FY: 2012-2013                                   | FY: 2013-2014 | FY:2014-2015             | FY:2014-2015                     | FY:2015-2016                            | FY:2016-201 |
| PLANS              |   |               | \$195,000.00             | direct public offering           |   |             |
| LAND ACQUISITION   |   |               | none                     | none                             | TBD                                     | ТВГ         |
| DESIGN             |   |               | \$290,000.00             | direct public offering           |   |             |
| CONSTRUCTION       |   |               | none                     | none                             | TBD                                     | ТВГ         |
| EQUIPMENT          |   |               | none                     | none                             | TBD                                     | ТВГ         |
| TOTAL:             |   |               | \$485,000.00             |                                  |   |             |

# Mahi Ola Project Organizational Chart







#### HOUSE OF REPRESENTATIVES

STATE OF HAWAII STATE CAPITOL HONOLULU, HAWAII 96813

January 27, 2014

Representative Sylvia Luke Chair, House Finance Committee State Capitol, Rm. 306 Honolulu, Hl 96813

RE: Support for GIA request for Mahi Ola: Maui substance abuse rehabilitation residential center on sustainable farm

Dear Representative Luke,

Following Rep. Woodson's Lawmakers Listen event, Netra Halperin shared with you a project we are working together on a long-term drug rehab program (Delancey Street model) in my district on Maui. This program would be on a 24 acre sustainable farm in Haiku, either on the Old Maui High School site or on A&B land.

As Chair of the Human Services Committee 1 am very concerned with the effects of drug and alcohol abuse on the people of Hawaii. With short (60 days) rehabilitation programs there are often relapses. Unfortunately for many people with addiction problems, comprehensive life, vocational and social skill re-training are needed. Also drugs and alcohol abuse has extremely deleterious effects on the body. Thus a healthy lifestyle: living on a sustainable farm, eating lots of fresh fruit and vegetables also heals the body and decreases the chance of relapse.

Additionally, 80% of inmates in Hawaii's jails and prisons either meet the medical criteria of substance abuse disorder, or drugs or alcohol were involved with their crime. According to Maui Community Correctional Center's Volunteer Handbook, 87% **recidivism rate** of inmates return to jail or prison after released. Clearly this system isn't creating the public safety it is charged with.

Mahi Ola is modeled after the Delancey Street program in San Francisco. This is a two to four year program, based on life skills, communication and vocational training. This program has a 98% success rate teaching people how to live happy, crime-free, productive lives instead of punishing them for years at a time is both cheaper and fulfills the mission of the DPS – reducing crime.

Please recommend support for this project, Mahi Ola. It is the first step towards creating sustainable solutions to substance abuse and crime in Hawaii.

Sincerely.

ee ee

State House of Respresentative District 13

Cc: Netra Halperin, Executive Director of Mahi Ola

## Ho'omoana Foundation

33 Lono Ave., Ste 230, Kahului, HI 96732

Representative Sylvia Luke Chair, House Finance Committee State Capitol, Room 306 Honolulu, HI 96813

January 30, 2014

Aloha Representative Luke,

Ho'omoana Foundation can unequivocally support the development of Mahi Ola which will be based upon the Delancey Street Foundation. Having knowledge of the Delancey Street model, I know it has the potential to really impact some of Maui's most vulnerable and needy individuals and would be a solid addition to our community. Ho'omoana Foundation, along with its vast community connections, could easily develop seamless partnerships with this style of program on many levels. We are ethically and professionally aligned.

I was invited to come to Maui over 12 years ago to develop a peer-to-peer evidence based program and after noted success by the Department of Justice, was rejected by a few local individuals who wanted to maintain the status quo. With this rejection came a clear message of how services were to be delivered and unfortunately, the status quo does not address the hard core issues that began developing over a decade ago and are now pervasive throughout the county and creating strong division amongst our community.

Peer-to-peer training and leadership has become recognized and accepted as Evidence Based Practices. Maui has been highly resistant to this form of rehabilitation and as a result is struggling to assist many in need to maintain their quality of life and is not able to keep enough individuals from relapsing. I believe Maui desperately needs its own version and Mahi Ola has the potential to be this service.

Please let me know how we can further assist you in this endeavor. It is this forward thinking that will affect those most in need and our community. We *must* go from reactive to proactive. Mahi Ola has the potential to address this need.



Cc: Netra Halperin

## Fred Ruge Veteran's Advocate

P.O. Box 790970, Paia, HI 96779

Representative Sylvia Luke, Chair, Finance Committee Representative Aaron Ling Johanson, Vice Chair, Finance Committee January 25, 2014

RE: Support for Mahi Ola Substance Abuse Treatment Center

Aloha Rep. Luke, Rep Johanson and Members of the Finance Committee,

As a veteran and Maui community organizer for veteran's issues, I am very concerned about the prevalence of substance abuse in veterans, especially new vets returning home from Iraq and Afghanistan.

Maui has a lack of adequate long-term comprehensive programs for these young men and women. Maui's only treatment facility, Aloha House has a long waiting list and is only able to provide 60 days of treatment, which is usually not enough for soldiers who often have a dual diagnosis with posttraumatic stress disorder (PTSD). Fortunately Mahi Ola, in addition to being a "Delancey Street" replication center, which focuses on vocational rehabilitation and positive peer culture building, will be collaborating with Aloha House counseling services – who can help vets deal with PTSD.

I am in strong support of the Mahi Ola program, and encourage you to fund their GIA request.

Mahalo,

Fred Ruge, Veteran, Korean War Representative Sylvia Luke, Chair, Finance Committee Representative Aaron Ling Johanson, Vice Chair, Finance Committee

January 27, 2014



Netra Halperin, MA

RE: GIA Support for Mahi Ola Substance Abuse Treatment Center

Aloha Rep. Luke, Rep Johanson and Members of the Finance Committee,

We, the **veterans of Maui County** have seen an increase in the number of returning veterans suffering from alcohol and drug addiction. War is very stressful and young soldiers often resort to substance abuse to cope with its horrors.

When they return home, they must face the additional stress of reintegrating with society. We feel that the Mahi Ola two – four year rehabilitation program, located on a sustainable farm in Upcountry Maui would be very beneficial for these young people.

We are in strong support of Mahi Ola, and recommend that you grant their request for a grant in aid.

Mahalo for your concern for the veterans of Maui—and all of Hawaii.



## Netra Halperin, MA

## Project Manager/Social Services Program Manager

Inspired to create and manage programs that will aid people struggling with substance abuse disorder, homelessness and poverty. Brings a wealth of knowledge and experience from over twelve years of direct clinical experience and over ten years of management experience.

#### **Education:**

- MA Clinical Psychology, Antioch University, San Francisco, 1989
- BA Political Science (Women's Studies), San Francisco State University, 1985

## **Management Experience:**

- Owns Opulent Design, Architectural and Interior Design 2005 present. Provide consulting in planning, permitting and development.
- Owned Real Estate Development Company, River Properties in Edmonton, Alberta, Canada: 2002 - 2005. Supervised construction and renovation team. Supervised landscaping design team.
- Owned bed and breakfast: **Tropo House**, Haiku Hawaii: 2005 2007. Supervised housekeeping, landscaping and renovation staff and contractors
- Interim Executive Director: **Neighborhood Place of Wailuku** 2011. Supervised counseling team. Awarded OHA grant for Hawaiian health and fitness program.
- Substance Abuse Counselor Supervisor, **Maui Community Correctional Center -** 2009. Supervised counseling team.

## Government experience:

- Committee Clerk and Legislative Analyst, Representative Rida Cabanilla
- Currently Maui Community Liaison, Representative Mele Carroll

#### References:

Mele Carroll, State Representative: (808) 586-6790

Jud Cunningham, CEO, Aloha House; Maui Youth and Family Services: (808) 579-8414

Gladys Baisa, Maui Councilwoman (808) 270-7939

## Jacob Freeman

CDF Engineering LLC
P.O. Box 2985. Wailuku, HI 96793
Office: 808-891-2400
Fax: 808-879-2402

Class of 2000: graduate of Lake City High School in Coeur d'Alene, Idaho. Earned a Bachelors of Science in Civil Engineering (Cum Laude) from the University of Massachusetts in 2005. At UMASS, member of Tau Beta Pi and Chi Epsilon.

## Organizations with which he has previously been involved include:

- 2008 2010 Hawaii Society of Professional Engineers Maui Chapter (President)
- 2009 2011 Harbor Lights Association of Apartment Owners (Board Member)
- 2009 2011 Na Kai 'Ewalu Canoe Club, Maui (President)

## Currently a member of the following professional organizations:

- American Society of Civil Engineers
- National Groundwater Association
- American Water Works Association
- Water Environment Federation
- National Society of Professional Engineers
- United States Society on Dams

He holds the following licenses and certifications:

- Certified Professional in Erosion and Sediment Control #3787
- Certified Professional in Storm Water Quality #347
- Certifies Inspector in Sediment and Erosion Control #583
- State of Hawaii Registered Professional Civil Engineer License No CE-13736

Mr. Freeman's Education continues in the area of groundwater hydrogeology, storm water management, and erosion and sediment control. Recent classes he has attended include FEMA training courses in land use planning and changes to flood hazard areas.

Currently the office subscribes to CE News, Civil Engineering, AWAA Magazine, Hydo-Review, and NGWA Magazine.

Mr Freeman's hobbies include Polynesian Outrigger Canoe Paddling and assisting the Hawaii Wildlife Fund with endangered species management as the Project Engineer for the Hawksbill Recovery Project.



#### **David Rose**

Founder CEO Unified Field Corporation www.unifiedfieldcorporation.com david@unifiedfieldcorporation.com

1415 Fulton Rd #205-188 Santa Rosa, CA 95403 M. 808-756-3014

#### **CURRENT FOCUS**

## Founder & CEO, Unified Field Corporation (UFC) Aug 08 – Present

UFC is a Sustainable Community Development model and systems company established on August 18, 2008. Since founding this company Mr. Rose has committed the full strength of his personal focus, resources and energy, his reputation, experience and relationships. His dedication to UFC combines a passion to impact global quadruple bottom line regeneration with his deep commitment to Oneness based business practices as the most powerful tool with which to accomplish meaningful results.

UFC is bringing two assets forward as structural innovations that will be applied to create integrity or wholeness in the banking industry and in communities across the U.S. and internationally.

- 1. The Unified Field Bank™ model and system for operating a network of more effective and useful locally owned retail/commercial banks within existing regulations, and
- 2. The Regenerative Community Initiative (RCI): a system for launching and coordinating high impact sustainable infrastructure projects in food and other sectors as a first engagement and to generate results and revenue while applications for permission to organize and operate Unified Field Banks are being reviewed. The project being launched through the RCI is a group of Nutritive Dehydration Centers designed to grow organic local farmers through accelerating the added value market for their product.

The capital, education and cooperation generated through this network of projects and (as approved) bank operations applied to regenerative projects, job creation, education and local empowerment of our communities will accelerate the building of a better world.

Mr. Rose is not a banker. He is a builder of sustainable, local financial ecologies and a passionate practitioner of Oneness based business patterned after efficiencies found in natural ecosystems. Mr. Rose is committed to activating and actualizing what's possible. He is a believer in the inherent goodness in people and in the necessity for us to learn to cooperate much more deeply with each other within the greater web of all life.

The clarity and power of UFC's commitment has attracted talented and committed people to develop and advise on every aspect of this comprehensive and regenerative work. As CEO Mr. Rose's primary role is to steward alignment with UFC's mission and vision among a rapidly expanding constellation of relationships with some of the most sincere and capable people alive. Together we are building a truly sustainable banking movement to serve the transition to a compassionate and thriving world.



## Advisor for Business, Organizational Development and Operations, Malama Kauai and Bridgewater Management: Kilauea, Hi February – July 2008

Bridgewater and Malama Kauai piloted several valuable programs refining triple bottom line sustainability, education and media models being used in the UFC's work to educate, demonstrate and duplicate healthy community development principles throughout the State of Hawaii, nationally and internationally over the next several years. Mr. Rose's work with these organizations created structural upgrades for the organization in general and project improvements in organic food production and distribution, renewable energy production, sustainable and affordable housing, education programs in business development, fitness, nutrition and wellness. Mr. Rose's leadership role in these initiatives within an environment of deeply aligned, compassionate and effective communication was an important part of the work on Kauai; and successes there will be leveraged to other sustainable community development projects through the global network of Unified Field Banks.

#### Founder, The Roseworks: Kapa'au, Hi April 1997 – May 2008

Through his original business development consulting practice, Mr. Rose has served a network of sustainable environmental, social, educational and economic projects specifically in the areas of earth-friendly technology development applications, urban and rural green community development, retreat center development and sustainable organic agricultural economic programs. Mr. Rose has also provided startup and transformational business development and consulting services to mission driven enterprises in various industries in Hawaii and internationally.

Mr. Rose's business development experience includes work as a principle and consultant in real estate acquisitions and marketing, land planning and development, renewable energy, sustainable agriculture, visual media and publishing, holistic recovery programs, education and progressively oriented non-profit work. Specific hard skills provided to these projects include development of core ideologies, corporate structure engineering, strategic and tactical planning, capitalization, management systems, teambuilding and communications training, contracts, agreements, grant writing, marketing, distribution, licensing and facilitating strategic alliances to create success that serves the mission, builds value in the community and maximizes return on investment.

#### OTHER PROFESSIONAL EXPERIENCE

#### CEO and VP Business Development, Taro Dream, Inc. Kapa'au, Hi Sep 2001- Dec 2007

During this period Mr. Rose provided a range of comprehensive business development services for this cutting edge health and wellness research, product development and marketing company. Highlight completions for this client include restructuring their corporate entity and startup team, facilitating technical solutions to manufacturing challenges, development of market and distribution capabilities, acquisition of \$1M in startup and market development equity capital and over \$500,000 in USDA grant funds. Through his work with Taro Dream, Inc. Mr. Rose has led in the promotion of a statewide concept of nutritive dehydration centers as the foundation of a sustainable agricultural economic and food security model for Hawaii.



## General Manager, New Moon Foundation, Kapa'au, HI September 2001 - August 2003

Established legitimacy for this private operating foundation through accomplishment of the following milestones: secured financing commitment for a five year \$6M startup budget for development and implementation of the foundation's master plan, creative documentation and managing survey repair of 31 land parcels and facilitated the donation of 1,235 acres (most of a traditional Hawaiian Ahupua'a) to the foundation, acquired and managed a \$1.9M restricted grant for the structural and exterior restoration of a historic 130 year old 20,000 sq' Hawaiian Girls School, established a multimillion dollar endowment fund and property tax exemptions to secure the financial stability of the foundation; created and implemented a 6 week sustainable agriculture residential learning intensive, upgraded the operating legal compliance of the foundation and established best practices accounting systems and controls; reversed a local economic crisis resulting from a macadamia nut blight on 300 acres of foundation land that had shut down the largest employer in the community by putting employees back to work without the need for foundation or outside bailout funding; established systems for project tracking, human resources and information management, legal compliance and reporting; community education and community relationship programs, water resource management plans and other sustainable land stewardship practices.

## Co-Director, Molokai USDA Farm Grant Project administered by Tri-Isle Resource Conservation & Development Council, Inc. Molokai, Hi January 2001 – September 2001

Molokai Farm Business and Grant Startup Coordinator. Developed and facilitated training program for local farm grantees and first round grant startup coordination in general. Provided contract consulting during the contracting process with the USDA, created curriculum, organized and facilitated classes and individual mentorship for cost sharing reimbursement grant recipients. Began creation of rural economic development models that empowered local farmers and farm related businesses to achieve higher levels of success based on cooperative self-reliance and creative added value market development.

## Regional Manager, Core Team Instructor, International Learning Trust, an international educational technology organization. Huntsville, Alabama January 1994 – April 1997

Core instructor for 7-day communications and business development conferences held every other month during a 3.5-year period, with up to 300 students per conference. Developed and taught original material on a variety of business and personal development subjects, including weekly workshops, templates, curricula and facilitation training used to demonstrate key aspects of the work as a gift to communities around the country. Personally sponsored over 300 free cooperative business and communications workshops for communities on 4 islands in Hawaii. Local events were supported by over 2,000 group and individual business development consultations, offered free as one of the community service aspects of the program. Built the Institute's largest sales and support organization, with over 100 licensed representatives responsible for \$1.2M in direct tuition sales.

# **Founder of an International Distribution Network Matol Botanical International.** Montreal, Canada. November 1988 – January 1994

Creation and facilitation of positive sales, customer service and team building training events throughout the US, Mexico and Malaysia. Developed a sales organization with over 1,000 distributors of botanically based wellness products.



**Co-Founder, president, Quest Management Group.** San Diego, California. May 1987 – March 1989

Founded and operated a private real estate investment and consulting firm. Highlight include ownership and or control of over \$6M in residential real estate during a two-year period, development and facilitation of real estate investment courses, training for homeowners on options for their future, and successful structuring of highly complex real estate purchase agreements.

Founder and President, Handmade Homes, San Diego, California March 1984 – April 1990 California General Contractor's license held under this name from 1984 to 1990. California Carpenters Union Apprenticeship program completed 2 years early. Twenty year custom home design and building career began in July 1976 and includes experience as carpenter, foreman and supervisor on high end custom homes, multi unit and commercial projects, framing contractor, general contractor, custom home and remodeling designer and builder, spec builder and owner's rep - manager for a 20,000 sq' historic restoration project.

#### ACADEMIC EDUCATION

Bachelor of Arts, Religious Studies, University of California at Santa Barbara, 1976 Emphasis in the Holistic Perspective

#### ADDITIONAL RELEVANT PROFESSIOAL AND EDUCATIONAL HIGHLIGHTS:

- Certified Volunteer Mediator, Mediation Center of Molokai, Kaunakakai, Hawaii, 2001 Completed mediation training in 2001, and certification as a volunteer mediator
- Alternative Energy Power Systems, Honouliiwai, Molokai, Hawaii, May 1998–September 2001 Self-taught, designed, installed and perfected a 100% off the grid 7kw micro hydroelectric home power system and 30gpm water collection and pressurization system fully operational for 3 1/2 years in support of our home and businesses.
- Intern-Instructor, International Learning Trust, Huntsville, Alabama December 1993—June 1997 Completed 22 seven-day business development intensive conferences (total retail tuition value \$110,000) covering a wide spectrum of business and personal development subjects over a 3 ½ year period. Approx. \$26,000 in partial fees were paid for these trainings, plus stage production, event management and other organizational support work traded for the remaining course fee balance. This intense educational experience compressed 10 years of business development training into a third of the time, and in combination with the thousands of hours of introductory free consulting given away during the internship program there, created a strong foundation for Mr. Rose's business development consulting practice.

#### PERSONAL DETAILS:

Mr. Rose spends half of each month writing, emailing and long distance conferencing with team, advisors, investors and supporters while parenting his youngest daughter in Hawaii, and the other half of the in meetings in person with whomever and wherever the work can be best served next.

## Jacob Maddox

## Principal/President

Restorative Developments, LLC

May 2007 - Present (6 years 9 months) Hawaiian Islands, Austin Texas

At Restorative Developments, Mr. Maddox provides developer and owner's representation services including: creation of development concepts, with a concentration on sustainable real estate and renewable energy projects; raising capital funds, creation and implementation of mixed-finance project funding packages that integrates diverse local, state and federal economic programs, these include Low Income Housing Tax Credits, New Market Tax Credits, Solar Tax Credits and General Obligation Bond Financing.

Mr. Maddox provides oversight and management for clients in the origination of viable investment deals, formation of project development teams, project feasibility analysis, deal packaging, financing and management including, but not limited to site identification and assembly, contract negotiations, marketing, and sales. I have facilitated the creation and oversight of revenue, expense and cash flow projections for projects up to \$100 million dollars.

Current project - Kula Ridge & Kula Ridge Mauka; providing land use, sustainability and capital raising services

## Consultant in Renewable Energy Services

Maui Electric Company, Ltd.

May 2011 - May 2012 (1 year 1 month) Kahului, Maui

I was contracted for one year to be the Renewable Energy Inspector and Administrator for the Net Energy Metering (NEM) and Feed In Tariff (FIT) programs at MECO. I coordinated with county inspectors, EPC contractors and clients and completed over 300 inspections on RE systems totaling over 4MW of power. I completing the following administrative duties for both of the programs such as; circuit penetration inquiries, field and office data entry, NEM and FIT paperwork and policies.

#### Vice President

Living Ethic Architecture (LEA)

March 2007 - July 2009 (2 years 5 months) Austin, Texas Area

As Vice President, I was responsible for Living Ethic Architecture's financial management and business operations. I directly oversaw the design/build department while simultaneously defining the company's core business objectives for performance, collaborative operations, environmental management, and financial performance. I also lead the merger and incorporated LEA into Restorative Developments (RD), to vertically integrate RD into a design/build/develop firm in July of 2009.

## **Project Manager**

**MAG Construction** 

February 2005 - April 2007 (2 years 3 months) Kula, Hawaii

As Project Manager; I estimated project costs, sourced materials and negotiated purchasing contracts, scheduled, directed and coordinated a variety of quality custom home projects from \$200,000 to \$3

million dollars. I controlled and managed overhead and project budget costs; approved selection of subcontractors and materials decisions.

I was responsible for overseeing and implementing Business Process Improvement (BPI) and Lean Measures to project accounting and administrative teams, which resulted in a cost reduction on average of \$3,000 dollars per job in the administration department.

# Vice President

## **Ethic Living**

June 2005 - March 2007 (1 year 10 months) Paia Hawaii

My responsibilities included overseeing and accurately reviewing final HABS (Historic American Buildings Survey) and HAER (Historic American Engineering Record) documents that included single family and commercial drawings prepared in AutoCAD, preparation of financial policies, systems and statements, interaction with local and state planning department to comply with regulations of historic preservation.

Proactive management of crucial external relationships with the County of Maui and Hawaiian Commercial & Sugar allowed Ethic Living to increase revenue by 67%, as well as maintain exclusive relationships in a key market segment (historic preservation) expanding the company's share of that segment by 35% in 2006.

# Office Manager

# Boerne Office Supply, LC

February 2000 - February 2005 (5 years 1 month) Boeme, Texas

As Office Manager, I was responsible for office operations such as bookkeeping, submitting proposals for RFP's, and overall management of company operations reporting directly to president/owner.

## References:

### Netra Halperin

Executive Producer, Host at Netra's News TV

I enjoyed working with Jacob Maddox. He is creative, thorough and meticulous. His commitment to sustainable construction practices is unmovable - and is a sorely needed and appreciated addition on Maui. I strongly recommend Restorative Developments.

## Joe Bailey

BSEE, LEED AP

I am making this recommendation for Jacob Maddox because I have known Jacob since 2007 and have found him to be one of the brightest and most environmentally conscientious individuals I have met. As a developer, Jacob believes in best practices and always goes the extra mile.

#### **Dmitri Jarocki**

Energy Contract Manager at Hawaiian Electric Company

Jacob Maddox provided outstanding consultant services while performing inspections of the residential and commercial solar PV distributed generation projects, and helped our process area accommodate exponential growth in the rapidly growing PV.

#### **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made on January 26, 2014 by and between Mahi Ola, 99 Kahiapo Place, Haiku, Hawaii, 96708, hereinafter "Mahi Ola" and Maui Economic Opportunity, Inc., 2015 Holowai Pl, Wailuku, HI 96793, hereinafter "MEO". The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be until January, 26, 2017 unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. Mahi Ola is enlisting the collaboration of MEO, Inc. around mutual clients. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- 1. To work as a team to increase the quantity and quality of substance abuse treatment and comprehensive rehabilitation available to Maui County residents.
- 2. To reduce the incarceration of substance abusers
- 3. To ensure that substance abuse treatment and rehabilitation is available to any Maui County resident who desires to enjoy a clean and sober lifestyle

# OBLIGATIONS OF THE PARTIES.

Mahi Ola shall perform the following obligations:

- 1. Inform MEO when a client requires job readiness and search services.
- Give MEO all pertinent information that is allowed under confidentiality rules.
- Respond to MEO's referral of clients.

MEO shall perform the following obligations:

- 1. Refer to Mahi Ola clients in need of long-term rehabilitation and vocational training.
- 2. Give Mahi Ola any pertinent information that is allowed under confidentiality rules.
- 3. Provide job readiness and search services to Mahi Ola clients when requested

**CONFIDENTIALITY.** Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

**RELATION OF THE PARTIES.** The nature of relationship between Mahi Ola and MEO is that of partners in a partnership.

**CONSIDERATION.** This Agreement is being made in consideration of the following: This agreement does not include any financial consideration.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

**TERMINATION.** Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 0 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Hawaii.

**SIGNATORIES.** This Agreement shall be signed on behalf of Mahi Ola by Susan Halperin, Program Director and on behalf of MEO by Lyn McNeff, Executive Director and effective as of the date first written above.

Mahi Ola:

| Maii Oia.  |                               |
|--|-------------------------------|
|  |                               |
|  |                               |
| ,  | Jan. 26, 2014                 |
| By: Susan "Netra" Halperin, its Program Director | date                          |
|  |                               |
| Maui Economic Opportunity Inc.:                  |                               |
|  |                               |
|  | 1/2 0/11                      |
|  | $\frac{1/29/14}{\text{date}}$ |

#### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on January 27, 2014 by and between Mahi Ola, 99 Kahiapo Place, Haiku, Hawaii, 96708, hereinafter "Mahi Ola" and Aloha House, Inc., 200 Ike Drive, Makawao, Hawaii 96768, hereinafter "Aloha House". The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be until January 26, 2017 unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. The goal of this agreement is for Mahi Ola and Aloha House to work together to treat and rehabilitate Maui County residents suffering from substance abuse disorder. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- 1. To work as a team to increase the quantity and quality of substance abuse treatment and comprehensive rehabilitation available to Maui County residents.
- 2. To reduce the incarceration of substance abusers
- To ensure that substance abuse treatment and rehabilitation is available to any Maui County resident who desires to enjoy a clean and sober lifestyle.

#### OBLIGATIONS OF THE PARTIES.

Mahi Ola shall perform the following obligations:

- 1. Refer clients in need of acute substance abuse treatment to Aloha House
- 2. Give Aloha House all pertinent information that is allowed under rules of confidentiality.
- Respond to Aloha House's referral of clients needing long-term substance abuse, life skills and vocational rehabilitation.
- 4. Request Aloha House counselors for residents as needed.

Aloha House shall perform the following obligations:

- 1. Aloha House, Inc. will refer to Mahi Ola clients who are in need of long-term, comprehensive substance abuse, life skills and vocational rehabilitation.
- 2. Give Mahi Ola any pertinent information that is allowed under confidentiality rules.
- 3. Provide psychotherapy for Mahi Ola residents as required. Aloha House will charge client's health insurance for payment.

**CONFIDENTIALITY.** Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or

(iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

**RELATION OF THE PARTIES.** The nature of relationship between Mahi Ola and Aloha House is that of collaborators.

**CONSIDERATION.** This Agreement is being made in consideration of the following: This agreement does not include any financial consideration.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

TERMINATION. Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 0 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

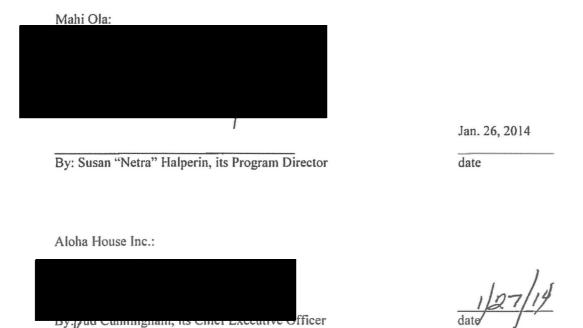
**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Hawaii.

**SIGNATORIES.** This Agreement shall be signed on behalf of Mahi Ola by Susan Halperin, Executive Director and on behalf of 'Aloha House by Jud R. Cunningham, Chief Executive Officer, and effective as of the date first written above.



#### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on January 26, 2014 by and between Mahi Ola, 99 Kahiapo Place, Haiku, Hawaii, 96708, hereinafter "Mahi Ola" and 'Ohana Makamae, Inc., 39 Keanani St., Hana, Hawaii 96713, hereinafter "'Ohana Makamae". The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be until January, 26, 2017 unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. Mahi Ola is enlisting the collaboration of 'Ohana Makamae, Inc. around mutual clients. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

#### Benchmarks:

- 1. 'Ohana Makamae, Inc. will refer to Mahi Ola Hana residents who are in need of extended long-term, comprehensive rehabilitation and vocational services as are offered by Mahi Ola.
- 2. Mahi Ola will refer to 'Ohana Makamae, all Hana residents who can be better served by their Substance Abuse Treatment programs.
- 3. Mahi Ola and 'Ohana Makamae will collaborate in helping Hana residents who need a combination of both services.

#### Final Outcome:

All Hana residents who wish substance abuse treatment are able to secure it, and enjoy a clean and sober lifestyle.

#### OBLIGATIONS OF THE PARTIES.

Mahi Ola shall perform the following obligations:

- Inform 'Ohana Makamae when a client is a Hana resident and will need support from 'Ohana Makamae, Inc.
- Give 'Ohana Makamae all pertinent information that is allowed under confidentiality rules.
- Respond to 'Ohana Makamae's referral of clients.

Ohana Makamae shall perform the following obligations:

- 1. Refer to Mahi Ola clients in need of long-term rehabilitation and vocational training that 'Ohana Makamae, Inc. cannot best serve.
- 2. Give Mahi Ola any pertinent information that is allowed under confidentiality laws.
- 3. Give support to Mahi Ola clients who return to live in Hana.

**CONFIDENTIALITY.** Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

**RELATION OF THE PARTIES.** The nature of relationship between Mahi Ola and Ohana Makamae is that of partners in a partnership.

**CONSIDERATION.** This Agreement is being made in consideration of the following: This agreement does not include any financial consideration.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

TERMINATION. Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 0 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Hawaii.

SIGNATORIES. This Agreement shall be signed on behalf of Mahi Ola by Susan Halperin, Executive Director and on behalf of 'Ohana Makamae by Cynthia Santiago, Executive Director and effective as of the date first written above.

#### Mahi Ola:

| Jan. 26, 2014 |  |
|---------------|--|
| Jan. 26, 2014 |  |
|               |  |

#### 'Ohana Makamae Inc.:



1-28-14 date



# STATE OF HAWAII STATE PROCUREMENT OFFICE

# CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

**Vendor Name:** 

**RESTORATIVE SOLUTIONS MAUI** 

**DBA/Trade** 

Name:

**RESTORATIVE SOLUTIONS MAUI** 

Issue Date:

01/30/2014

Status:

Compliant

Hawaii Tax#:

W72721133-01

FEIN/SSN#:

XX-XXX1372

UI#:

No record

DCCA FILE#:

241612

## Status of Compliance for this Vendor on issue date:

| Form  | Department(s)                                     | Status    |
|-------|---|-----------|
| A-6   | Hawaii Department of Taxation                     | Compliant |
|       | Internal Revenue Service                          | Compliant |
| COGS  | Hawaii Department of Commerce & Consumer Affairs  | Exempt    |
| LIR27 | Hawaii Department of Labor & Industrial Relations | Compliant |

# Status Legend:

| Description   |
|---|
| The entity is exempt from this requirement  |
| The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance |
| The entity is compliant with DLIR requirement   |
| The entity has applied for the certificate but it is awaiting approval  |
| The entity is not in compliance with the requirement and should contact the issuing agency for more information                 |
|   |

www.BusinessRegistrations.com Nonrefundable Filing Fee: \$50.00 \$25.00 Temporary fee reduction until 12/31/2014

FILED 01/25/2014 01:55 PM Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS State of Hawaii

# STATE OF HAWAII

# DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

**Business Registration Division** 

335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810 Phone No. (808) 586-2727

# APPLICATION FOR REGISTRATION OF TRADE NAME (Chapter 482, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

| 1. Applicant's Name: RESTORATIVE SOLUTIONS MAUI  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Applicant's Name: NESTORATIVE SOLUTIONS MADI   |  |  |  |  |  |  |
| (including city, state, and zip code)  |  |  |  |  |  |  |
| 2. Registration is (check one): V New  | 2. Registration is (check one): New OR Renewal (Certificate No)  |  |  |  |  |  |
| 3. Status of Applicant (check only one): Sole Proprietor Corporation Partnership LLC LLP   |  |  |  |  |  |  |
| Unincorporated Association OR  | Other (explain):   |  |  |  |  |  |
| 4. If applicant is an entity, list state or country of it  | ncorporation/formation/organization: HAWAII (HI)   |  |  |  |  |  |
| ΜΔΗΙΟΙΔ  |  |  |  |  |  |  |
| 6. Applicant is (check one): Originator of nar   |  |  |  |  |  |  |
| 7. Nature of business for which the trade name is  | being used: SUBSTANCE ABUSE RESIDENTIAL REHABILITATION CENTER ON   |  |  |  |  |  |
| SUSTAINABLE FARM   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| I certify, under the penalties set forth in Section 482-51, Hawaii Revised Statutes, that (check one):   |  |  |  |  |  |  |
| DIRECTOR /PRESIDENT  | <u> </u>   |  |  |  |  |  |
| I am the DIRECTOR /PRESIDENT (Office Held) per S.I   | of the applicant named in the foregoing application, I am  |  |  |  |  |  |
| authorized to sign this application, and that the above  | of the applicant named in the foregoing application, I am te statements are true and correct to the best of my knowledge and belief.   |  |  |  |  |  |
| authorized to sign this application, and that the above  | of the applicant named in the foregoing application, I am  i. e statements are true and correct to the best of my knowledge and belief.  SUSAN HALPERIN  01/25/2014  |  |  |  |  |  |
| authorized to sign this application, and that the above  | of the applicant named in the foregoing application, I am te statements are true and correct to the best of my knowledge and belief.   |  |  |  |  |  |
| authorized to sign this application, and that the above SUSAN HALPERIN  (Print Name)  SEE INSTRUCTIONS ON REVERSE SIDE. Applic by an authorized officer of the corporation. General  | of the applicant named in the foregoing application, I am  i. e statements are true and correct to the best of my knowledge and belief.  SUSAN HALPERIN  01/25/2014  |  |  |  |  |  |
| authorized to sign this application, and that the above SUSAN HALPERIN  (Print Name)  SEE INSTRUCTIONS ON REVERSE SIDE. Applic by an authorized officer of the corporation. General  | of the applicant named in the foregoing application, I am  d. the statements are true and correct to the best of my knowledge and belief.  SUSAN HALPERIN  (Signature)  (Date)  ation must be certified by the applicant if an individual. For corporations, application must be signed or limited partnerships must be signed by a general partner. For LLC, must be signed and certified by a member of a member-managed company. LLP must be signed and certified by a partner.   |  |  |  |  |  |
| authorized to sign this application, and that the above SUSAN HALPERIN  (Print Name)  SEE INSTRUCTIONS ON REVERSE SIDE. Applic by an authorized officer of the corporation. General by a manager of a manager-managed company or leading to the company or leading to the company or leading to the corporation.   | of the applicant named in the foregoing application, I am  I. e statements are true and correct to the best of my knowledge and belief.  SUSAN HALPERIN  (Signature)  (Date)  ation must be certified by the applicant if an individual. For corporations, application must be signed or limited partnerships must be signed by a general partner. For LLC, must be signed and certification and member of a member-managed company. LLP must be signed and certified by a partner.  (DEPARTMENTAL USE ONLY)  Certificate of Registration No.  4125437   |  |  |  |  |  |
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| authorized to sign this application, and that the above SUSAN HALPERIN  (Print Name)  SEE INSTRUCTIONS ON REVERSE SIDE. Applic by an authorized officer of the corporation. General by a manager of a manager-managed company or location.  CERTIF  In accordance with the provisions of Chapter 482, He use of the said TRADE NAME throughout the S   | of the applicant named in the foregoing application, I am  I. e statements are true and correct to the best of my knowledge and belief.  SUSAN HALPERIN  (Signature)  (Date)  ation must be certified by the applicant if an individual. For corporations, application must be signed or limited partnerships must be signed by a general partner. For LLC, must be signed and certificate of a member of a member-managed company. LLP must be signed and certified by a partner.  (DEPARTMENTAL USE ONLY)  Certificate of Registration No.  A125437  ICATE OF REGISTRATION OF TRADE NAME   |  |  |  |  |  |
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| authorized to sign this application, and that the above SUSAN HALPERIN  (Print Name)  SEE INSTRUCTIONS ON REVERSE SIDE. Applic by an authorized officer of the corporation. General by a manager of a manager-managed company or location.  CERTIF  In accordance with the provisions of Chapter 482, He use of the said TRADE NAME throughout the S   | of the applicant named in the foregoing application, I am  SUSAN HALPERIN  O1/25/2014  (Signature)  O1/25/2014  (Signature)  O1/25/2014  (Date)  ation must be certified by the applicant if an individual. For corporations, application must be sign or limited partnerships must be signed by a general partner. For LLC, must be signed and certificate of a member-managed company. LLP must be signed and certified by a partner.  (DEPARTMENTAL USE ONLY)  Certificate of Registration No.  Certificate of Registration No.  A125437  ICATE OF REGISTRATION OF TRADE NAME  awaii Revised Statutes, this Certificate of Registration is issued to secure the aforesaid applicant ate of Hawaii for the term of five years from  JANUARY 25, 2014  DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  STATE OF HAWAII |  |  |  |  |  |
| (Office Held) per S.I authorized to sign this application, and that the above SUSAN HALPERIN  (Print Name)  SEE INSTRUCTIONS ON REVERSE SIDE. Applice by an authorized officer of the corporation. General by a manager of a manager-managed company or located the said TRADE NAME throughout the Storm JANUARY 24, 2019  | of the applicant named in the foregoing application, I am  SUSAN HALPERIN  O1/25/2014  (Signature)  O1/25/2014  (Signature)  O1/25/2014  (Date)  ation must be certified by the applicant if an individual. For corporations, application must be sign or limited partnerships must be signed by a general partner. For LLC, must be signed and certificate of a member-managed company. LLP must be signed and certified by a partner.  (DEPARTMENTAL USE ONLY)  Certificate of Registration No.  Certificate of Registration No.  ICATE OF REGISTRATION OF TRADE NAME  awaii Revised Statutes, this Certificate of Registration is issued to secure the aforesaid applicant ate of Hawaii for the term of five years from  JANUARY 25, 2014  DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS                           |  |  |  |  |  |

(Director of Commerce and Consumer Affairs)



# **NUTRITIVE DEHYDRATION CENTER**

#### ONE PAGE OF UNDERSTANDING

#### OVERVIEW:

Unified Field Corporation (UFC), through its national high-impact project support system known as the Regenerative Community Initiative (RCI) is beginning its work in several communities with the development of a network of Nutritive Dehydration Centers (NDC) to address the task of providing guaranteed, reliable market to organic local farmers in RCI communities and generating resiliency in organic local food systems.

#### BUSINESS PREMISE:

Most American cities, regions and states grow a very small portion of the food they eat locally. Hawaii grows 6% of the food its 1.4 million residents consume on an annual basis. If we assume that every Hawaiian resident spend at least, on average \$100/month on their food, or \$1200 per year per person, than we currently spend \$1.4 Billion a year on food just for residents, not counting tourists who outnumber our residents many times over. Of that amount, over \$1.3 Billion leaves the state.

How many jobs in the food sector can we create with \$1.3 Billion of our own money staying at home to pay people to produce our food here?

In order to support a rapid acceleration in local organic farming, one powerful tool is to create new market for organic local food. This market has to be dependable, predictable, consistent and dynamic – in that it can respond to and work with the other needs of farmers to improve their ability to deliver high quality, delicious and nutrition dense food to the local population.

#### PROJECT DETAILS:

- 1. The NDC will be housed in a 6,000 sq' facility requiring modest volumes of recirculating agricultural water. The technology is energy efficient, using hot water as the medium through which heat is transferred into the food, removing 98% of the water in 3-5 minutes, at relatively low temperatures.
- 2. The NDC will process approximately 2,500 pounds of organic locally grown fruits and vegetables in a single 8 hour shift.
- 3. The NDC will sign simple buying contracts with organic local farmers, guaranteeing their income, in some cases before they plant. This is possible because of the high quality of nutrition, flavor and color retention inherent in the drying process. NDC dried food retains optimal nutrition, flavor and color for years at room temperature storage in moisture proof bags. This high added value allows the NDC to resell the dried food at a profit, providing a consistent way to continue buying from local organic farmers.
- 4. NDC markets include the local, regional, national and international wholesale flavor and ingredient markets, retail markets for products being developed now for the whole RCI system, and sales to specialty retail markets in stores on online.
- 5. A full NDC project, including facility building/retrofit costs, equipment, business development, hiring and training and advance purchases of local organic food in quantity for drying is between \$1.5M and \$2M. These funds can be obtained through traditional investment offerings, State SEC approved community based funding and offering programs, and grants.
- 6. The timeline for an NDC to move from startup to operations in a supportive environment is 9-12 months.
- 7. The NDC is able to generate up to \$4.3M in new market for organic local farmers in the first 27 months of operation, and additionally up to \$3.6M/year thereafter.

For more information about the NDC project UFC or our Regenerative Community Initiative being organized near you, please contact:

David Rose, Founder CEO Unified Field Corporation Info@unifiedfieldcorporation.com

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

The undersigned authorized representative of the applicant certifies the following:

- 1) The 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:
  - a) 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;
  - b) Complies 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;
  - c) Agrees not to use state funds for entertainment or lobbying activities; and
  - d) Allows 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.
- 2) The applicant meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
  - a) Is incorporated under the laws of the State; and
  - b) 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.
- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
  - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
  - b) Has a governing board whose members have no material conflict of interest and serve without compensation.

Pursuant to Section 42F-103, Hawai'i Revised Statutes, for grants or subsidies 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

1/31/14
(Date)

| Susan "Netra" Halperin, | Executive Director |         |
|-------------------------|--------------------|---------|
| (Typed Name)            |                    | (Title) |