

## HPPOA CORPORATE POLICIES

APPROVED 8/21/2024

AMENDED – August 21, 2024

### GENERAL POLICIES

1. The Association shall not endorse any political candidate or religious denomination.
2. No alcoholic beverages shall be sold or stored overnight on Association property.
3. Copies of the Bylaws and Corporate Policies are available at the Association Office at no charge. They are also available on the HPPOA.NET website.
4. Association membership lists may not be removed from the office except for the official Association use and must be returned upon completion of that official use.
5. Any correspondence from Association committees to outside persons or organizations must be signed by the Committee Chair and the President and processed through the Association Office.
6. The Association will from time to time make requests to grant agencies to fund projects for the community's benefit. The Association agrees to abide by the granting agency rules and guidelines for disbursement of funds and record keeping.

### ACTIVITY CENTER POLICIES

1. The name of the playing field adjacent to the Activity Center shall be Richard G. Edwards Sports Complex, known informally as 'Edwards Field'. Richard Edwards was the first resident of Hawaiian Paradise Park, and a pioneer of the establishment of Paradise Hui Hanalike. The field has been named in his honor.
2. The Association will not rent or loan chairs, appliances, or other equipment for external non-activity center use.
3. The SENIORS OF PARADISE, having a long-standing relationship with Hawaiian Paradise Park, and being an activity of the Parks and Recreation Department of the City and County, is allowed use of the main room of the Activity Center and Kitchen free of charge. They will be responsible for keeping the Association informed of usage dates at least two (2) weeks in advance. Cupboard space shall be provided for storage of their equipment and supplies.

## ACTIVITY CENTER "PRIVATE PARTY" RENTAL RATES and DEPOSIT REQUIREMENTS

NOTE: The term "All Hours" in the following rate schedules is defined as the hours the Association office is open Monday through Friday, except for observed holidays, and covers all other remaining times available. The following rates will apply after June 7, 2023.

<u>LOCATION</u>	<u>RATES PER HOUR</u>
Library & Bathrooms	\$15.00
Field & Bathrooms	\$15.00
Main Room & Bathrooms	\$30.00
Kitchen & Bathrooms	\$40.00
Main Room & Kitchen/Bathrooms	\$75.00
Main Room & Kitchen & Library/Bathrooms	\$85.00

The above rentals are for a minimum of four (4) hours.

Special rates may be negotiated with the General Manager and approved by the Board of Directors.

In the event of rate increases, pre-negotiated rates shall be honored for a one-time usage.

One-time and long-term kitchen renters preparing food for sale must have commercial liability insurance for \$1,000,000.00.

Long-term kitchen renters failing to utilize their contracted time slot for a period of three months, without prior approval of the Association Office, will forfeit any deposit made and the contract will be cancelled. Keys must be returned immediately, and the cost of changing locks will be incurred.

Kitchen renters using the facilities on an "as needed" basis shall be required to notify the Association Office at least 24 hours in advance.

**Deposit Requirements:** Deposits are intended to cover any damage done to the property during the time of rental and to have the property cleaned if the renter does not leave the center as he or she found it. If no damage results and the center is clean, then the deposit will be returned to the renter within seven working days of the event.

A deposit rate of \$125.00 (cash, certified check, or money order) will be levied upon **non-profit** community orientated groups whose membership must be open to everyone in the community, except that age and sex qualifications will be allowed.

A deposit rate of \$350.00 (cash, certified check, or money order) will be levied upon all other renters. The deposit is refundable, less \$50.00 which is an inspection fee. If the renter is not already a Lot Owner, he or she must join as an Associate HPPOA Member at the time of deposit; membership is \$100.00 and expires one year from the date of deposit.

It is required that the renting individual, in all cases, sign a rental agreement form accepting responsibility for all damages to rented Association property for the duration of the rental and for leaving the facilities and premises as clean as they were at the start of the rental.

Any exceptions to the above policy must be negotiated with the General Manager and approved by the Board of Directors.

#### ACTIVITY CENTER "NON-PROFIT" RENTAL RATES

<u>Location</u>	<u>Hours of Use</u>	<u>Rate Per Hour</u>
Main Room	All Hours	\$15.00
Library	All Hours	\$15.00
Kitchen	All Hours	\$15.00
Main Room and Kitchen	All Hours	\$15.00
Main Room, Kitchen, Library & Bathrooms	All Hours	\$25.00

The groups listed below have existing rental contracts with HPPOA, and their rental rates will stay the same as per their existing contracts:

Capoeira

There will be no charge to the groups listed below as of the time this was printed:

Community Emergency Response Team  
Girl Scouts of America  
Neighborhood Watch  
Radio Team  
Seniors of Paradise Groups

Any of the Board of Directors' Committees and/or the Committees of the Membership shall have the meeting space at no charge.

### **LAND USE POLICY**

1. No permanent signs shall be erected on road right-of-ways or other Association property within Hawaiian Paradise Park subdivision except those deemed necessary and approved by the Board of Directors. All other signs shall be subject to removal.
2. Road right-of-ways are Association property. The entire roadway right-of-way must remain clear of personal property, trees, plantings, and permanent structures. Storage of vehicles, trailers, etc. on the roadways is prohibited. Encroachments onto Association property are subject to removal.

### **HPPOA PROCUREMENT POLICY**

#### **I. Policy:**

It shall be the policy of the HPPOA to conduct procurement of the goods and services necessary to carry out its operations in a manner that is cost-efficient and to the maximum extent practical, allows for free and open competition.

#### **II. Scope:**

The requirements of this policy and procedure shall be fully applicable to all directors, officers, employees, and agents of HPPOA.

#### **III. Standard of Conduct:**

This Standard of Conduct shall govern the performance, behavior, and actions of HPPOA, including Board members, employees, volunteers, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services; reviewing and awarding contracts; or the administration and supervision of contracts.

- A. No director, officer, employee, or agent of HPPOA shall participate in the selection, award, or administration of a bid or contract if a Conflict of Interest is real or apparent, as defined in HPPOA's Bylaws. As per HPPOA's Conflict of Interest Policy, potential conflicts of interest shall be disclosed as soon as possible in the bid or contract process.

- B. No director, officer, employee, or agent of HPPOA shall either solicit or accept gratuities, favors, or anything of monetary value over \$5.00 from contractors or potential contractors.
- C. Failure to comply with the Standards of Conduct or the requirements of this Policy and Procedure may result in disciplinary action, which may include termination.

#### **IV. Procedure:**

##### **A. Approval of Purchases and Contracts:**

As a means of avoiding unnecessary or duplicate purchases of goods and services, processing and approval shall be centralized and made the responsibility of the Association General Manager, subject to the following limitations:

- 1. The Association General Manager shall be solely authorized to approve the purchases of goods and services having a value of \$2,500.00 or less.
- 2. Purchases and contracts having a value of more than \$2,500.00 shall require the approval of the Board of Directors, unless pre-approved in the operating budget.

##### **B. Competitive Proposal Requirements:**

- 1. Purchase of goods and services having a value of \$25,000.00 or less.
  - a) Competitive proposals are not required.
- 2. Purchase of goods and services having a value of more than \$25,000.00.
  - a) Requests for Quotes (RFQ) or Requests for Proposals (RFP) must be sought for goods and services exceeding \$25,000.00.
  - b) At least 3 written bids or quotes must be sought. Complete bid proposals must be submitted on or before the return date and the time specified for bid opening.
  - c) When the purchase of goods or services includes contract work, RFQs or RFPs shall be delivered, sealed and opened only in Executive Session.
  - d) Record shall be maintained showing:
    - i. The description of the goods or services sought.
    - ii. The providers contacted and their offering.
    - iii. The basis upon which the purchase or contractor was selected, and an evaluation and cost analysis justifying the recommendation as to selection, and approval of the Board of Directors. This is particularly important when an award is given to a contractor whose bid price was not the lowest offered.
  - e) Bids should be sought from a number of sources.
    - i. RFQs or RFPs shall be posted to the HPPOA webpage.
    - ii. Bids may be solicited directly from companies and individuals known to provide the type of work or goods sought.

C. General Requirements:

1. Whenever bids or price quotations are solicited, a clear and accurate description of the technical requirements of the items or services required shall be provided whether verbally or in written form as specified herein. Such a description shall not contain features which unduly restrict competition. Brand names or equal descriptions may be used to define the performance or other salient requirements of the items being sought.
2. Contracts shall only be made with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed contract. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
3. Awards shall be made to the bidder or offeror whose bid is responsive to the solicitation and most advantageous to HPPOA, (price, quality, and other factors considered).
4. A positive effort shall be made to utilize small businesses, and minority owned firms and women's business enterprises.
5. All contractual agreements must be appropriate to the type of item or service being procured and promote the best interests of HPPOA. Cost plus a percentage of cost shall not be used.
6. All purchases shall be verified to ensure that the type, quantity, and quality of the items are as specified. Services provided by contract shall be carefully monitored to ensure that all terms and conditions are met and that the quantity and quality of the services are performed as specified.
7. A bid may be rejected when it is in HPPOA's interest to do so.

**V. Applicability of Federal Requirements:**

This policy and procedure are intended to comply with all requirements of the Office of Management and Budget (OMB) Circular A-110 Uniform Administration Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit Organizations, Attachment 0; that OMB Circular A-110 shall be consulted when questions arise as to the application of the requirements herein. Further, OMB Circular A-110 specifies additional requirements pertaining to contractual agreements that shall be, as applicable, attached to and/or incorporated in all such documents.

Adopted by the Hawaiian Paradise Park Owners Association Board of Directors on August 21, 2024.

HPPOA President

  
Karin Hoffman