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MICHAEL P. VICTORINO
MAYOR
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OUR REFERENCE
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2019 MAY -6 AM 10:28

COUNTY OF MAUI

2019 MAY -6 AM 9:41

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411

OFFICE OF THE MAYOR

TIVOLI S. FAAUMU
CHIEF OF POLICE

OFFICE OF THE
COUNTY CLERK

DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

May 3, 2019

Ms. Michelle Yoshimura
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Michael P. Victorino 5/7/19
Mayor Date

For transmittal to:

Honorable Kelly T. King, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair King and Members:

SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS

In accordance with Ordinance No. 4963, Bill 11 (2019) Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the grant agreement with the State of Hawaii, Department of the Attorney General for the Cybercrime Unit Enhancement grant for the period of March 1, 2019 to December 31, 2019 in the amount of \$84,980.00.

Thank you for your attention to this matter. If you have any questions, please feel free to contact our accountant, Lesley Ann Uemae, at ext. 6309.

Sincerely,

Tivoli S. Faamu
TIVOLI S. FAAUMU
Chief of Police

Enclosures

COUNTY COMMUNICATION NO. 19-199

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of March 1, 2019, by and between the Department of the Attorney General, State of Hawaii, hereinafter called "Agency," by and through the Attorney General, and the Maui Police Department, whose business address is 55 Mahalani Street, Wailuku, Hawaii 96793 hereinafter called "Grantee."

WITNESSETH

WHEREAS, Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U. S. C. §§ 3711 et seq., as amended (hereinafter "Act"), was enacted to make grants to states and units of local government, for use by the State or unit of local government to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following programs:

- (1) Law enforcement programs.
- (2) Prosecution and court programs.

- (3) Prevention and education programs.
- (4) Corrections and community corrections programs.
- (5) Drug treatment and enforcement programs.
- (6) Planning, evaluation, and technology improvement programs.
- (7) Crime victim and witness programs (other than compensation).

WHEREAS, the Governor has designated Agency to serve as Hawaii's office for administering the federal financial assistance available under the Act;

WHEREAS, Grantee, as an agency of the County of Maui, is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations, contained in the Edward Byrne Memorial Justice Assistance Grant (JAG) State Solicitation, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and has applied to Agency for receipt of the same as a subgrantee;

WHEREAS, Agency has reviewed Grantee's application for funds, and is satisfied that all of the requirements of the Act and its respective implementing regulations have been satisfied and that Grantee is capable of using the requested federal funds appropriately;

WHEREAS, Grantee has demonstrated the capacity to provide the services, programs and activities described herein and is ready, willing and able to provide the required services, programs and activities;

NOW THEREFORE, Agency and Grantee for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, do mutually agree as follows:

A. SCOPE OF SERVICES.

Grantee shall, in a proper and satisfactory manner, as determined by Agency, and in accordance with the terms and conditions of this Contract, use the funds received under this Contract for the purposes stated herein and in accordance with the "Application For Grant" (Parts I through IV including all certifications required under Section C) and the Acceptance of JAG Special Conditions attached hereto as Exhibit

"A" and by reference incorporated herein. It is understood that this Contract includes as a part hereof any rules, relevant directives or instructions issued by the United States or the Agency, including the provisions of the federal Office of Management and Budget's Uniform Guidance and the effective edition of the Department of Justice Programs' financial manual entitled "DOJ Grants Financial Guide."

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from March 1, 2019 to and including December 31, 2019 unless this Contract is sooner terminated as hereinafter provided or unless this Contract is extended in accordance with Section L. of this Contract.

C. PERFORMANCE REQUIREMENTS AND CONDITIONS.

1. Grantee shall comply with the guidelines set forth in the Act and all applicable federal regulations and guidelines, including but not limited to guidance issued by the Bureau of Justice Assistance, Part 200 Uniform Requirements, and the effective edition of the "DOJ Grants Financial Guide."

2. Grantee shall comply with all the ordinances, codes, rules and regulations of the Federal, State

and local government which in any way affect its performance under this Contract.

3. Grantee shall provide for an independent audit of its activities on a periodic basis in accordance with Part 200 Uniform Requirements.

4. Prior to, or concurrently with the execution of this Contract, if so required by Agency, Grantee shall complete, execute and submit to Agency a Certification Regarding Drug-Free Workplace Requirements which meets the requirements of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, U.S.C., Title 41, Chapter 10, §702), hereinafter referred to as the "Drug-Free Workplace Certification." A copy of the Drug-Free Workplace Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Drug-Free Workplace Certification are true at the time this Contract is executed and will remain true throughout the entire term of this Contract and any extensions, and that Grantee shall fulfill all the requirements set forth therein. Grantee's execution and submission of a false Drug-Free Workplace Certification, or Grantee's violation of any or all of the requirements set forth therein shall entitle Agency to suspend one or more payments under this Contract, and/or terminate this Contract pursuant to the provisions of Section N of this Contract. Grantee warrants

that it is aware that such false certification or violation of the requirements contained in the Drug-Free Workplace Certification shall subject the State of Hawaii to government-wide suspension or debarment, or other sanctions which, in turn, shall result in the withdrawal of funds from Grantee and/or the unavailability of future funding for Grantee.

5. Prior to, or concurrently with the execution of this Contract, Grantee shall complete, execute and submit to Agency a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, hereinafter referred to as the "Debarment Certification." A copy of the Debarment Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Debarment Certification are true at the time this Contract is executed and will remain true throughout the entire term of the Contract and any extensions, and that Grantee shall fulfill any and all terms and conditions set forth therein.

6. Prior to, or concurrently with the execution of this Contract, Grantee shall complete, execute and submit to Agency a Certification of Non-Supplanting, hereinafter referred to as the "Non-Supplanting Certification." A copy of the Non-Supplanting Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Non-Supplanting Certification are

true at the time this Contract is executed and will remain true throughout the entire term of the Contract and any extensions, and that Grantee shall fulfill any and all terms and conditions set forth therein.

7. Prior to, or concurrently with the execution of this Contract, if so required by Agency, Grantee shall complete, execute and submit to Agency a Certification Regarding Lobbying, hereinafter referred to as the "Lobbying Certification." and any subsequent disclosure forms required under Section 1352, Title 31 U. S. C. A copy of the Lobbying Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Lobbying Certification are true at the time this Contract is executed and will remain true throughout the entire term of the Contract and any extensions, and that Grantee shall fulfill any and all terms and conditions set forth therein. "

8. Grantee shall comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 which prohibits discrimination in employment and in the delivery of services or benefits on the basis of race, color, national origin, religion, or sex; Title VI of the Civil Rights Act of 1964 which prohibits discrimination in the delivery of services or benefits on the basis of race, color, or national origin; Section 504 of the

Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 which prohibit discrimination in employment and in the delivery of services or benefits based on disability; Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in training or educational programs; the Age Discrimination Act of 1975 which prohibits discrimination in the delivery of services or benefits on the basis of age; the Department of Justice regulations implementing the above-referenced statutes at 28 C.F.R. Part 42, subpts. C, D, G, and I, 28 C.F.R. Part 35, and 28 C.F.R. Part 54; Exec. Order No. 13279, 28 C.F.R. Part 38 (equal protection of the laws for faith-based and other neighborhood organizations); Exec. Order No. 13166 and U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; the Hawaii State Fair Employment Practices Act, Chapter 378, Hawaii Revised Statutes; and all other applicable federal and state laws, rules and regulations.

9. Grantee assures Agency that if it is required to formulate an Equal Employment Opportunity Program in accordance with 28 C.F.R. §§ 42.301 et seq. it will submit a certification to Agency that a current program is on file.

10. Grantee shall maintain accounting procedures and practices acceptable to Agency, and books, records, documents and other evidence which sufficiently, accurately and properly reflect all direct and indirect expenditures and all interest or other income earned as the result of funds provided pursuant to this Contract. Grantee shall ensure that its own books, records, and documents are available for inspection, reviews or audits at all reasonable times by Agency or the United States Department of Justice. In addition, Grantee shall prepare and submit to the Agency reports in such form and at such times as Agency or the Bureau of Justice Assistance may require. Grantee shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter. Grantee shall submit monthly requests for funds and cash balance reports fifteen (15) calendar days after the end of each month. The final fiscal reports must be received by Agency within sixty (60) days after the date this Contract terminates or unless mandated earlier by Agency. Records and financial accounts shall be retained by the Grantee and shall be accessible to Agency and the United States Department of Justice for at least three years after Agency's grant with the Bureau of Justice Assistance is closed.

11. The final drawdown for funds must be received by Agency within thirty (30) days after the date this Contract terminates.

12. Any funds provided to Grantee under this Contract which are unencumbered on the date this Contract terminates shall be returned to Agency; all funds provided under this Contract which are encumbered but not disbursed within sixty (60) days after this Contract terminates shall be returned to Agency.

13. Grantee shall submit progress reports as required for the Act funds to Agency as stipulated under Part IV. of the Application for Grant, Attachments, Acceptance of JAG Special Conditions.

14. If so required by Agency, Grantee shall certify to Agency that any expendable or nonexpendable personal property purchased or acquired with funds received under this Contract will be used for criminal justice purposes before title in such property may vest in Grantee. Grantee shall submit a certification to Agency within thirty (30) days after the date this Contract terminates. If a certification is not provided by Grantee, title to any personal property purchased or acquired with funds received under this Contract shall vest in Agency and such personal property shall be delivered to the Agency in good

working order upon expiration or sooner termination of this Contract.

D. PERSONNEL.

1. Grantee shall secure at its own expense all personnel required to perform the services required under this Contract. All such personnel shall not be considered employees of, or have any contractual relationship with the State of Hawaii unless Grantee is otherwise an agency of the State.

2. Grantee shall ensure that none of the work or services to be provided under this Contract shall be subcontracted or assigned without the prior written approval of Agency.

E. SUBCONTRACTS.

Grantee may provide some or all of the services required under this Contract by subcontract provided that Grantee secures the prior written consent of Agency. In the event Grantee enters into a subcontract with a private organization to perform any of the services or activities required under this Contract, Grantee agrees that the period of each subcontract shall not exceed the term of this Contract, and funds to the private organization will not be released unless and until the requirements set forth in applicable state law and

implementing rules are complied with by the subcontractor. All subcontracts shall include provisions to ensure that Grantee is capable of satisfying the requirements of this Contract. All subcontracts shall be reduced to writing and shall include all provisions of this Contract required of Grantee.

F. SERVICES AS INDEPENDENT CONTRACTOR.

1. In the performance of the services required under this Contract, Grantee shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Contract; however, Agency shall have the right to inspect work in progress to determine whether, in Agency's opinion, the work is being performed by Grantee in accordance with the provisions of this Contract. All persons hired or used by Grantee shall be Grantee's agents and employees and Grantee shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by its agents and employees. Furthermore, Grantee intentionally, voluntarily, and knowingly assumes the sole and entire liability if such liability is determined to exist, to its agents and employees or to third persons, for all loss, cost, damage or injury caused by Grantee's agents and employees in the course of their employment. The performance of work under this Contract alone shall not be construed as

employment with the State of Hawaii and shall not entitle Grantee's agents and employees to vacation, sick leave, retirement, or other benefits directly afforded state employees by statutes. Grantee shall be responsible for payment of all applicable federal, state, and county fees which may become due and owing by the Grantee by reason of the Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. The Grantee also is responsible for obtaining all licenses, permits and certificates that may be required in order to perform this Contract.

2. This section shall not be applicable if Grantee is an agency of the State of Hawaii.

G. COMPENSATION.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed eighty-four thousand, nine hundred eighty and 00/100 dollars (\$84,980.00) to be spent for the purposes of this Contract. This sum represents any and all compensation to be paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other

incidentals and operating expenses which it incurs or may incur in connection with this Contract.

2. It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation under this Contract to be payable out of federal funds, this Contract shall be construed to be an agreement to pay such portion to the Grantee only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

H. METHOD OF PAYMENT.

1. All funds available for use under this Contract shall be subject to the allotment system as provided in Chapter 37, Hawaii Revised Statutes.

2. Payments to Grantee under this Contract shall be made in accordance with and subject to the following provisions:

a. Payments shall be made monthly upon receipt of Grantee's completed request for funds.

b. All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes, which specifies the accounting procedures and controls

applicable to payments out of the Treasury of the State of Hawaii.

c. If an amount of reported expenditures is preliminarily determined by Agency to be inappropriate and unallowable, Agency may deduct an equivalent amount from the next payable installment and may withhold payment of the amount of the moneys equivalent to the questioned expenditures until later resolution of the discrepancy by audit or other means. If, after payment of the last installment, investigation and examination reveal additional expenditures that are determined by Agency to be inappropriate and unallowable, Agency may require that an equivalent amount of moneys be refunded to Agency notwithstanding Agency's preliminary determination of appropriateness and allowability.

d. Failure to submit required reports by the applicable deadline will result in the withholding of payments until such time as the reports are received by Agency. Grantee shall continue to provide the services, programs and activities during the period that payments are being withheld.

I. INDEMNIFICATION.

1. It is strictly understood that the State of Hawaii shall in no way be held liable for any damages, cause of action or suits resulting from the acts, activities, or

omissions of Grantee. Grantee shall indemnify and save harmless the State of Hawaii, Agency, and their officers, agents, and employees from and against any and all liability, loss, actions, claims, suits, damages, costs or expenses, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of Grantee, its officers, employees, agents, or subcontractors occurring during or in connection with the performance of Grantee's services under this Contract, or arising out of or resulting from breach of this Contract by Grantee. Grantee shall defend the State of Hawaii, Agency, and their officers, agents, and employees against any such action or claim unless the action or claim involves an act or omission solely of Agency, its officers, agents, or employees.

2. This section shall not be applicable if Grantee is an agency of the State of Hawaii.

3. The County of Maui will indemnify the State of Hawaii, Agency, and their officers, agents, and employees to the extent permitted by law, and it is understood that payment is subject to approval by the county council/or city council, as the case may be.

J. CONFIDENTIAL MATERIAL.

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Contract which is identified as proprietary or confidential information that Agency requests to be kept confidential shall be safeguarded by the Grantee and shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of Agency. Grantee shall submit a completed Privacy Certification for review and approval prior to the expenditure of funds for the collection of identifiable research/statistical data. All information, data, or other material provided by the Grantee or the Agency shall be kept confidential only to the extent permitted by law. Grantee shall comply with the requirements of Chapters 487J, 487N and 487R, Hawaii Revised Statutes as applicable.

K. COPYRIGHT AND PATENT.

The Agency shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Grantee pursuant to this Contract, and all such material shall be considered "works made for hire." No summary, report, map, chart, graph, table, study or other documents or discovery, invention, or development

produced in whole or in part with funds made available under this Contract shall be the subject of an application for copyright or patent by or on behalf of Grantee, its officers, agents, or its employees, or its subcontractors without prior written authorization from Agency. To the extent that any material, summary, report, map, chart, graph, table, study, or other documents, or discovery, invention, or development under this Contract is not recognized as a "work made for hire" as a matter of law, Grantee hereby assigns to the Agency any and all copyrights in and to the material.

L. MODIFICATION OF CONTRACT.

Any modification, alteration, amendment, or change to this Contract other than to the "Application For Grant" (attached hereto as part of Exhibit "A") or to the period during which this Contract is in effect in Section B, including increases (subject to the availability of funds) or decreases in the amount of compensation, permitted by this Contract shall be made by written supplemental agreement to this Contract and executed by Grantee and the Attorney General or the Attorney General's designee. Modifications, alterations or changes to provisions of the "Application For Grant" may be requested by Grantee, approved by the Administrator of the Crime Prevention and Justice Assistance Division on Agency's behalf, and made by

substituting or inserting the revisions in Exhibit "A." Modifications, alterations or changes to the period during which this Contract is in effect may be requested in writing by Grantee or Agency, up to forty-five (45) days before the Contract would otherwise terminate, and shall be effective as of the date approved by the Administrator of the Crime Prevention and Justice Assistance Division (if requested by Grantee) or Grantee (if requested by Agency) and made by attaching a party's written request with the other party's written approval thereon to this Contract. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

M. CONFLICT OF INTEREST.

Grantee represents that it presently has no interest and promises that it shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services under this Contract.

N. TERMINATION OF CONTRACT.

1. If, for any cause, Grantee refuses or fails to satisfactorily fulfill in a timely or proper manner its obligations under this Contract or any extension thereof, or if Grantee breaches any of the promises, terms or conditions of

this Contract and, having been given reasonable notice of and opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by Agency, Agency shall have the right to terminate this Contract by giving written notice to Grantee of such termination ten (10) calendar days before the effective date of such termination. The Grantee shall continue performance of the Contract to the extent it is not terminated. Notwithstanding termination of the Contract, and subject to any directions from the Agency, the Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Grantee in which the Agency has an interest.

2. Furthermore, Agency may terminate this Contract without statement of cause at any time by giving written notice to Grantee of such termination at least thirty (30) calendar days before the effective date of such termination.

3. In the event of termination of either type, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material prepared by Grantee, under this Contract shall, at the option of Agency, become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and

surrendered to Agency on or before the effective date of termination.

4. Grantee shall be entitled to receive only such compensation as shall have been satisfactorily earned prior to the effective date of termination. Agency shall determine the amount of work satisfactorily completed and the amount of compensation satisfactorily earned. If the termination is for cause, any other provisions to the contrary notwithstanding, Grantee shall not be relieved of liability to Agency for damages sustained by Agency because of any breach by Grantee of this Contract.

O. WAIVER.

The failure of the Agency to insist upon strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the Agency's right to enforce the same in accordance with this Contract. It is expressly understood and agreed that no waiver granted by Agency on account of any violation of any promise, term or condition of this Contract shall constitute or be construed in any manner as a waiver of the promise, term or condition or of the right to enforce the same as to any other or further violation.

P. DISPUTES; GOVERNING LAW; VENUE.

Any dispute concerning a matter of fact arising under this Contract or any subcontract, which is not disposed of by mutual agreement within fifteen (15) calendar days, shall be decided by the Attorney General, or the Attorney General's duly designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to Grantee. The decision of such person shall be final and conclusive. Pending final decision of such dispute, Grantee shall proceed diligently with the performance of this Contract in accordance with Agency's request. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Except as otherwise provided in this Section, any action to enforce this Contract or for breach of this Contract shall be brought only in a State court of competent jurisdiction in Honolulu, Hawaii.


Q. ADDITIONAL CONDITIONS.


Additional conditions may be imposed upon Grantee by reducing them to writing and designating them as exhibits to this Contract. Any such exhibit shall be attached hereto and thereby incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed
this Contract.


DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII, ("AGENCY")

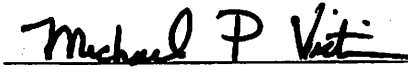
APPROVED AS TO FORM:


Deputy Attorney General, State of Hawaii

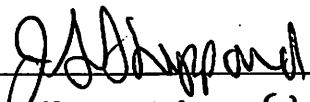
By 
Print Name Dana O. Viola
Its First Deputy Attorney General
Date APR 23 2019


APPROVED RECOMMENDED:


By 
Print Name TIVOLI S. FA'AMU
Its Chief of Police
Date 2/22/19

COUNTY OF MAUI ("GRANTEE")
By 
Print Name Michael P. Victorino
Its Mayor
Date 3/12/2019

APPROVED AS TO FORM AND LEGALITY

By 
Print Name J.L. Sheppard
Its Deputy Corporation Counsel
Date 3/8/2019

By 
Print Name SCOTT K. TERUYA
Its DIRECTOR OF FINANCE - COUNTY OF MAUI
Date MAR 11 2019

By 
Print Name Michele M. Yoshimura
Its Budget Director
Date 3/4/2019

AYUBET N. THORNTON
UNIVERSITY OF TEXAS AT AUSTIN

**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
DEPARTMENT OF THE ATTORNEY GENERAL
APPLICATION FOR GRANT
FY 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART I. TITLE PAGE

- A. PROJECT TITLE: Cybercrime Unit Enhancement
- B. APPLICANT AGENCY: Maui Police Department
- C. REGISTRATION: Yes No DUNS No. 033608782
- D. APPLICATION RANKING WITHIN AGENCY: _____ (as determined by agency head)
- E. ADDRESS: 55 Mahalani Street City Wailuku Zip 96793
- F. PERFORMANCE: City Wailuku State HI Zip + 4 digits 96793-2530
- G. PROJECT PERIOD: From March 1, 2019 To December 31, 2019
- H. AUTHORIZED PROGRAM AREA: Law Enforcement Programs
- I. PRIORITY AREA: Forensic Capabilities - Technological Improvement and Select One
- J. TYPE OF APPLICATION: New Continuation
- K. TOTAL PROJECT AMOUNT: \$ 84,980
- L. OTHER FUNDING SOURCES:
Is the proposed project seeking other sources of funding? Yes No If yes, then provide name of the source or grant program and the amount of funds that is being sought: Source US DOJ BJA Amount \$106,000.00 (note: Funding supports the cybercrime unit but funding doesn't support the same cost items).
- M. PROJECT DIRECTOR
Name: Matthew Bigoss Title: Detective
Address: 55 Mahalani Street Wailuku, HI 96793
Telephone: (808) 244-6313
E-Mail: matthew.bigoss@mpd.net
- N. FINANCIAL OFFICER
Name: Lesley Uemae Title: Accountant II
Address: 55 Mahalani Street Wailuku, HI 96793
Telephone: (808) 244-6309
E-Mail: LesleyAnn.Uemae@mpd.net

FOR CPJAD USE	
Date received: <u>2/11/19</u>	Project Number: <u>17-DJ-07</u>

EXHIBIT A

**APPLICATION FOR GRANT
FY 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART II. DESCRIPTION OF PROJECT

A. THE PROBLEM

An exponential increase in the prevalence of personal technology such as smart phones, tablets, computers, social media, cloud-based services etc., is demanding the need to properly investigate these and other technologies as they often contain critical, perishable, and highly volatile evidence. While there has been an exponential increase of personal technology, there has not been a corresponding increase in the resources and training available to local law enforcement to properly conduct investigations in relation to those technologies.

Throughout Maui County, the State of Hawaii, and indeed the entire U.S. as a whole, law enforcement agencies lag behind the rest of society in the rise of technology. To deal with the problem, law enforcement agencies are scrambling to acquire specialized tools, training, and equipment as quickly as possible so that investigators are trained and equipped to deal with high tech crimes and technology-based evidence. However, the cost of obtaining the necessary tools, training, and equipment routinely exceeds the funding available to local law enforcement agencies, as is the case with Maui County and the Maui Police Department.

Currently, the Maui Police Department relies upon digital forensics tools and equipment that is owned by federal agencies but issued to Maui Police Department personnel for use contingent upon existing partnerships and participation of personnel on federal task forces. Specifically, the police department relies upon equipment provided by the United States Secret Service (USSS) under its Electronic Crimes Task Force and the Federal Bureau of Investigation (FBI) under its Violent Crimes and Child Exploitation Task Forces. As it stands today, one hundred (100) percent of digital forensics work and close to fifty (50) percent of cyber crime work in general is conducted on federally-owned tools and equipment. Should the tools and equipment be recalled by either of these agencies, the potential impact on the police department and criminal investigations in general would be significant and far reaching and would cause enough of a disruption that digital forensics would come to a total halt. While the likelihood of an unannounced, and immediate recall of equipment is not likely, the potential does exist.

This project aims to address the following aspects of the problem by providing additional funding to help the Maui Police Department: (1) obtain necessary specialized tools and equipment to increase the department's digital forensic capabilities as well as to provide the ability to self-sustain digital forensics abilities in the event of federal equipment being recalled and (2) obtain software and hardware components necessary to implement a digital evidence management system.

This project targets the entirety of Maui County, including our outer island population. All aspects of our county's population, from businesses to individuals are impacted by high tech crimes that involve digital evidence and the forensic recovery of that evidence, examples of which include identity theft, theft, intellectual property theft, and extortion. These crimes occur county-wide and affect citizens in all areas.

This shortage of training, tools, and equipment, impacts all aspects of the criminal justice process. When police officers are unable to properly investigate technology and recover evidence, offenders often go unidentified. Further, when offenders are identified, prosecution often cannot go forward without the properly recovered and documented evidence in these investigations. Such shortages in the criminal justice process allows repeat and sometimes dangerous offenders to continue to commit more crimes. For example, in November 2017 a drug distributor with numerous previous violent felony and drug convictions was identified through a digital forensics examination of a second suspect's device. Had the exam not been conducted, the distributor would have remained unknown and would have avoided prosecution.

Presently, the Maui Police Department, like most other law enforcement agencies, faces a daunting task in dealing with high tech crimes. The workload of the Cybercrime Unit is immense and there is currently one detective assigned full time to the Cybercrime Unit. That detective's workload includes digital forensics, internet investigations, assistance to other units and detectives with tech investigations, and administrative tasks. The number of digital forensic examinations has increased over the past year since the Cybercrime Unit was formed. For example, since inception of the unit in August of 2017, the Cybercrime Unit has conducted one hundred five (105) digital forensic examinations. All of these examinations were accomplished by the sole detective assigned to the Cybercrime Unit using equipment and tools provided in partnership to MPD from the US Secret Service or the FBI. In addition to these exams, MPD has routinely sent evidence out to other agencies, such as the FBI, for more advanced processing.

Based on the caseload for the Cybercrime Detective, average time for completion of a forensic examination from initially seizure to conclusion of reporting is six (6) months. Currently, there are over twenty (20) cases for which digital evidence was acquired but has not yet been examined. There are another twenty (20) cases where examinations have been started and are in progress but have not yet been completed. This backlog has slowly increased over the past six (6) months to reach the level where it is at now.

Recently, a reserve detective has been added on a part time basis, but he requires additional training in the area of forensics and an additional workstation. The reserve detective is a volunteer who works for twenty (20) hours a month. Maui Police Department. In response to the growing digital forensics case load along with other cyber investigations, MPD is looking to add a second full time investigator to the Cybercrime unit and is presently working to get that position budgeted. If approved, that position would likely become available starting July 2019. With that expansion, the second full time investigator would require basic training and equipment, which this grant request aims to partially address.

In addition, MPD lacks the digital evidence management infrastructure that is in line with industry-best practices. Presently, digital evidence is submitted to the evidence/property room by investigators and officers with no type of redundant storage or back up system. Industry-best practices dictate that multiple copies of digital evidence should be stored and maintained to prevent against unintentional loss from failure of or damage to storage media.

Lastly, the vast majority of first-responding officers have little to no specialized training in digital evidence recognition and recovery. While most detectives and investigators have basic training in digital evidence recovery, most require refresher and more advanced training to address the growing presence of digital evidence at a vast span of crime scenes. Most of these personnel are either patrol supervisors or detectives whose primary responsibilities do not involve the investigation of digital evidence or crimes; however, they are often the first people to come into contact with digital evidence.

Because these detectives and other personnel often contact digital evidence first, prior to its intake by the Cyber Crime Unit, training is an absolute must for these people. Digital evidence, is highly perishable and easily destroyed if not handled properly. Handling by untrained personnel in the past has led to instances where evidence is no longer attainable or usable. For example, a Vice division investigation involving a cellular device was halted after the suspect was able to remotely wipe all the data from his device. The fact that the device was not isolated from the cellular network was the direct result of a lack of training and understanding by the officer who seized the device. In addition, other devices have not been properly packaged or isolated, resulting in the devices receiving calls and messages while sitting inside the police evidence storage. Such altering of evidence is troubling for prosecutions. One recent example of this occurred when a phone seized in connection with a sexual assault received messages over a three day weekend.

In response to this, there is a need to send detectives and other personnel to training in the areas of digital evidence recovery, to help reduce the likelihood of mishandled digital evidence. The grant seeks to partially remedy this situation by sending some of the department's detectives to training events which features digital evidence recovery. This will help alleviate some of the strain to MPD, whose training budget is limited and would not allow for all the necessary personnel to get trained without grant funding assistance.

MPD has worked over the past two (2) or so years diligently to address the issues above, forming partnership with federal and state agencies to allow for investigators to receive tools and training but this only partially addresses the problem. While these partnerships will continue, the only way forward is for MPD to establish the foundation for self-sustained digital forensics and cybercrime investigations and it is important that the problem be addressed now because we are already behind the curve.

B. GOALS AND OBJECTIVES

GOAL: To improve digital forensic and evidence management capabilities.

OBJECTIVE: To establish an effective digital evidence management framework through purchase of necessary storage equipment as MPD currently has no specific digital evidence framework in place.

OBJECTIVE: To reduce the turnaround time for digital forensics examinations by two (2) to three (3) months from six (6) months to three (3) to four (4) months.

OBJECTIVE: To double forensic examination capacity from one (1) examination at any given time to two (2) examinations at a time through the acquisition of one full forensic station and accompanying forensic tool licenses.

OBJECTIVE: To increase the knowledge, skills, and abilities of the digital forensic practitioners in the department through attendance of specialized training, specifically to obtain basic training for mobile devices and computers for the reserve detective and any new investigator assigned to the unit as well as to provide continuing advanced training for the existing examiner through attendance at three to four training events/classes specific to digital forensics and investigations.

OBJECTIVE: To increase the amount of forensic examinations by twenty (20) percent over the previous year's total after acquisition of additional tools and advanced training.

C. PROJECT ACTIVITIES

Overall Strategy / Outlook and Anticipated Results:

To address the overall problem described in this grant, the Maui County Police Department plans to take a two (2) pronged approach to address the immediate needs of equipment and training; namely the purchase of equipment and funding for training.

The first prong will address the immediate need of a digital evidence management system. Funding through this grant application will be used to purchase a storage server and associated hardware and storage drives to form the basis of the digital evidence management system. In addition, a second forensic workstation will be sought to allow for multiple forensic examinations to take place simultaneously to ideally reduce turnaround times.

The second prong seeks funding to assist in sending investigators to training courses that are not available locally as well as to supplement and help cover travel costs for personnel who are conducting training within other functional areas of the police department.

Looking at the long term, MPD will aim to transition the recurring costs (training, licenses, maintenance fees, etc.) from grant funding to police budgeted funding in the fiscal years following the grant period.

Training:

In order to properly conduct technology-based investigations, investigators would receive training from recognized training providers. This would allow for these trained investigators to be considered experts in certain specialized areas upon the completion of training. In addition, training would also be required when utilizing specialized equipment and programs. As it relates to this grant, MPD would seek funds to cover the following training areas:

Basic and Advanced Cellular Phone Forensics and Analysis which is necessary to properly retrieve and analyze evidence from cellular phones. Cellular telephones are present at nearly every crime scene and often contain valuable digital evidence. Training in the field of mobile forensics is constantly necessary due to the rapid advances in the technology.

Basic and Advanced Computer Forensics and Analysis which is necessary to properly retrieve and analyze evidence from computers. This training would set the basis for personnel to obtain a computer forensics certification. Due to the prevalence of computers at many crime scenes or the use of computers to commit crimes and the rapidly evolving technology, training is constantly necessary in this area.

Basic procedures for handling and preparing digital evidence for non Cyber crime Unit investigators. This training would address the need to have personnel familiar with proper handling procedures when first contacting and recovering digital evidence to help ensure the integrity of the evidence while preserving it from potential damage and destruction.

Equipment Purchases:

Computer Forensics Workstation. A computer forensics workstation is a powerful computer capable of advanced analysis of digital evidence using specialized tools. MPD currently uses a forensic workstation under agreement with the US Secret Service. A second workstation would be purchased to give independent capabilities for examinations as well as allowing for multiple investigators to work at the same time, thereby reducing turnaround time for digital forensics examinations.

Computer monitors and peripherals. These will be used to outfit the station mentioned above with monitors, a keyboard and mouse, and other accessories and will also be used to upgrade existing monitors and peripherals to more modern standards to help increase the usable workspace in the lab and increase the efficacy of work.

Specialized digital forensic tools and licenses. These tools and accompanying support licenses are used to conduct the actual forensic work on the forensic workstation.

Write blockers, forensic bridges, cables, and data acquisition hardware. These tools are used to recover digital evidence from devices in a forensically sound manner for later examination and analysis.

Digital evidence management server and associated storage drives and networking devices. This equipment will be used to implement a digital evidence storage solution based on industry-best practices for data and evidence storage. This storage server is necessary for the lab to seek accreditation down the line and to provide for redundant data storage.

Data storage devices. Devices including hard drives, USB drives, flash drives, and other storage media will be purchased to provide a pool of hardware on which evidence files can be archived for long term storage in the evidence/property room.

An evidence storage cage. This cage will be used as an additional layer of security within the already secured lab for the storage of the digital evidence management server as well as electronic devices that are temporarily stored in the lab while examinations of the data from those devices are taking place.

Scheduling and Timeline:

It is expected that this project will be a multi-year endeavor; however, this initial grant request only covers until December 31, 2019. It is anticipated that from March to August of 2019, equipment purchases will be made with the evidence storage server and associated equipment making up the first of the purchases. From April 2019 until December 2019, detectives and investigators will attend training to increase their knowledge skills and abilities.

Resources:

There are presently no resources allocated or available for this project. Local funding is not anticipated to be available until July of 2019 at the start of fiscal year 2020.

Impact:

This project is expected to have a major impact on the investigations and operations of MPD in the following areas:

Increase the frequency, accessibility, and usefulness of digital evidence in criminal investigations.

Increase the ability of investigators to detect, investigate, and prosecute crimes such as sex crimes that occur exclusively over the internet or dark web which would otherwise go undetected.

Establish MPD as a resource that other state agencies can use to assist with technology-based investigations occurring in their respective jurisdictions.

Create and implement new digital evidence management practices for all digital evidence associated with investigations and prosecutions in Maui County that improve the security and integrity of digital evidence allowing for successful use in prosecutions.

D. PROJECT ORGANIZATION AND MANAGEMENT

The project manager will have the following proposed duties and responsibilities:

File requests for the purchase of equipment, tools, programs, and services to be utilized for hi technology and digital forensic investigations.

Oversee and coordinate the installation and setup of purchased equipment and tools to ensure that such equipment and tools are installed and set up in a manner that is consistent with industry best practices or any applicable laws and regulations.

Coordinate the training of police personnel to use the acquired tools and equipment.

Coordinate the training of police personnel in high tech and digital forensic investigations.

Implement a tracking system for digital forensic examinations and high tech crime investigations.

Coordinate with the local prosecutor's office to ensure compliance with state laws.

Act as a Liaison for the Maui Police Department to provide information and assistance to other law enforcement agencies in the state.

Track and manage work hours of personnel assigned on a full-time or part-time basis to conduct digital forensic and high tech investigations.

The project manager reports to the Captain of the Criminal Investigation Division and will be required to provide monthly status reports that includes details on the progress of this project, including details about purchases, case work, hours logged, and training conducted.

The fiscal officer will have the following proposed duties and responsibilities:

Purchase of Equipment, Tools, Programs, and Services to be utilized for technology and cybercrime investigations.

Track and manage work hours of personnel assigned on a full-time or part-time basis working on technology-based, cybercrime, and internet investigations.

Conduct periodic audits of budget worksheets associated with the project.

This fiscal officer reports to the Department Business Administrator, who conducts periodic audits and inspections of financial records.

E. PERSONNEL

No new positions are to be staffed as part of this project. All Cybercrime Unit personnel and any new personnel who may come on board in the next year are all already employees of MPD.

F. BRIEF PERSONNEL BIOGRAPHIES

The project manager for this Cybercrime Unit Enhancement project is Detective Matthew Bigoss. Detective Bigoss is a fourteen (14) year Maui Police Department veteran who has served as a patrol officer, crime reduction unit (plain clothes) officer, vice narcotics investigator, patrol sergeant, and currently as a police detective. Starting during his time in the Crime Reduction Unit, Detective Bigoss has established himself as the Maui Police Department's resident expert on high tech crime investigations involving telecommunications, internet, social media, and digital communications technologies. He also now the only trained digital forensic examiner for the Maui Police Department. This experience has given him a unique perspective on the technology gap that exists between general society and law enforcement as well as the opportunity to try to close that gap.

G. PARTICIPATING AGENCIES

The only participating agency in this proposed initiative is the Maui Police Department.

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

The project manager is in the process of adopting a new tracking and measurement system for the Cybercrime Unit. This new system, while not developed specifically for this project alone, will be used to track and measure the performance in relation to the goals and objectives as listed below:

GOAL: To improve digital forensic and evidence management capabilities.

To measure the performance/outcome in this area, the following data will be collected:

- Number of digital forensic examinations by month.
- Number of other digital evidence examinations and analyses per month.
- Length of time from initial seizure until completion of reports for all forensic examinations reported on a monthly basis.
- The number of hours spent on examinations per month, with indications as to whether or not the hours are regular time or over time.
- Number of indictments per month for cases involving digital evidence.
- A yearly summary of the monthly reports including percentage increase or decrease from prior years.

OBJECTIVE: To establish an effective digital evidence management framework.

To measure the performance/outcome in this area, the following data will be collected:

- The number of digital evidence items present on the storage server sought as part of this project per month.
- Changes in status of each piece of evidence per month (i.e. from archived to purged).
- Hardware or software failures per month.
- The amount of storage spaced used versus available space at the end of each month.
- A yearly summary of the monthly reports including the total storage space used vs. the amount of space available.

OBJECTIVE: To reduce the turnaround time for digital forensics examinations by two (2) to three (3) months from six (6) months to three (3) to four (4) months.

To measure the performance/outcome in this area, the following data will be collected:

- Number of digital forensic examinations by month.
- Length of time from initial seizure until completion of reports for all forensic examinations reported on a monthly basis.
- The number of hours spent on examinations per month, with indications as to whether or not the hours are regular time or over time.
- A yearly summary of the monthly reports including percentage increase or decrease from prior years.

OBJECTIVE: To double forensic examination capacity from one (1) examination at any given time to two (2) examinations at a time through the acquisition of one full forensic station and accompanying forensic tool licenses.

To measure the performance/outcome in this area, the following data will be collected:

- Number of digital forensic examinations by month including the dates of examinations and the forensic workstation used.
- The number of hours spent on examinations per month, with indications as to whether or not the hours are regular time or over time.
- A weekly chart illustrating examinations as well as examiner staffing.
- A yearly summary of the monthly reports including percentage increase or decrease from prior years.

OBJECTIVE: To increase the knowledge, skills, and abilities of the digital forensic practitioners in the department through attendance of specialized training, specifically to obtain basic training for mobile devices and computers for the reserve detective and any new investigator assigned to the unit as well as to provide continuing advanced training for the existing examiner through attendance at three to four training events/classes specific to digital forensics and investigations.

To measure the performance/outcome in this area, the following data will be collected:

- Topic, provider, location, and number of hours, for each training course attended per investigator per month.
- A yearly summary of training hours and topics per investigator.

GOAL/OBJECTIVE: To increase the amount of forensic examinations by twenty (20) percent over the previous year's total after acquisition of additional tools and advanced training.

- To measure the performance/outcome in this area, the following data will be collected:
- Number of digital forensic examinations by month including specific type of examination.
- A yearly summary of the number and types of digital forensic examinations conducted with a comparison to the previous year's activities

The Edward Byrne Memorial Justice Assistance Grant (JAG) Performance Measures:

The Edward Byrne Memorial Justice Assistance Grant (JAG) requires grantees to report on specific Performance Measures for project activities. Refer to <https://ojpsso.ojp.gov>, to locate the performance measures to be reported on for the Law Enforcement Program Module, this project's Authorized federal purpose area.

I. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM AND SUSTAINABILITY PLAN

This project seeks to improve the efficacy of digital evidence recovery, management, and reporting for criminal prosecutions occurring within the County of Maui through the use of new specialized tools and equipment as well as through increased training. The improved workflow and management of digital evidence and forensics will in turn allow for more usage of digital evidence in court which may lead to more convictions. Additional convictions will help keep repeat offenders off of the streets, improving quality of life for all citizens.

The main purpose of requesting this grant funding assistance is to provide the Maui Police Department with funds to establish an evidence management system, increase digital forensic capabilities, and to increase training. The cost estimated for this funding is \$84980.00. The applicant is committed to continuing funding after JAG funding can no longer be used. The applicant will seek funding necessary to continue the project and maintain equipment purchased as part of this project through annual budget requests and continued partnerships with other state and federal agencies.

**APPLICATION FOR GRANT
FY 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART III. BUDGET DETAIL AND EXPLANATION

BUDGET DETAIL:

COST ELEMENT					AMOUNT
A. Salaries and Wages					
Position Title	No. of Positions	Monthly rate	Subtotal		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
Total Salaries and Wages					\$
B. Fringe Benefits					
B. Fringe Benefits		Employee Benefits @ _____%			
Position Title	No. of Positions	Monthly Rate	Subtotal		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
Total Fringe Benefits					\$
C. Consultants/Contracts					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
	\$		<input type="checkbox"/> Consultant Contract	<input type="checkbox"/>	
	\$		<input type="checkbox"/> Consultant Contract	<input type="checkbox"/>	
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
	\$			\$	

Total Consultants/Contracts					\$
COST ELEMENT					AMOUNT
D. Transportation and Subsistence					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
Airfare	\$1200	10	1	\$12000	
Per Diem (Out of State)	\$145	10	6	\$8700	
Ground Transportation	\$400	3		\$1200	
Total Transportation and Subsistence					\$21900
E. Office Supplies					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit		Subtotal	
Office Furniture – Storage Shelving	1	330		330	
		\$		\$	
Total Office Supplies					\$330
F. Equipment					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit		Subtotal	
Synology NAS Server with Drives and Hardware	1	\$13870		\$13870	
Talino KA-301 Workstation	1	\$14000		\$14000	
Apple Computer Workstation	1	\$3300		\$3300	
Total Equipment					\$31170
G. Other Costs	Quantity	Cost by Unit		Subtotal	

Registration – Cellbrite Certification Training	3	\$3850	\$11550	
Registration – Crimes Against Children Conference	3	\$530	\$1590	
Registration – National Cyber Crime Conference	4	350	1400	
Forensic Tools	1	\$9025	\$9025	
Electronic Storage Media	1	\$7515	\$7515	
Shipping	1	500	500	
			Total Other Costs	\$31580
H. Indirect Costs	Base	Rate (%)	Subtotal	
	\$		\$	
	\$		\$	
			Total Indirect Costs	\$
				TOTAL PROJECT COSTS \$84980

BUDGET EXPLANATION:

A. Salaries and Wages

B. Fringe Benefits

The composite fringe benefit rate is at _____% for _____ (list positions). The rate consists of the following fringe benefit items and computed rates:

N/A

C. Consultants/Contracts

N/A

D. Transportation and Subsistence

\$21900.00 is being budgeted for the cost of travel and subsistence associated with sending personnel to three training events on the Mainland. The first training, for three (3) personnel (Cyber Crime Unit Detective, Reserve Detective, and anticipated expansion Officer) to attend Cellebrite Mobile Forensics Certification training. This training is held frequently around the country. The specific location and dates will be chosen to fit into the attendee's schedules and to minimize travel impacts.

The second is to send three (3) detectives from CID to the annual crimes against children conference in Dallas, TX in August 2019. This conference features numerous presenters, training, and classes regarding crimes against children, with a major focus area being digital evidence collection. The three detectives attending this event routinely recover and seize digital evidence prior to evidence intake by the Cyber Crime Unit. This training will allow these detectives to receive training on proper handling and recovery of digital evidence.

The last training event is to send four (4) detectives from the Cyber Crime Unit, and other elements of CID that routinely recover digital evidence or assist in cyber investigations to the National Cyber Crime Conference in Norwood, MA in April of 2019. This training focuses on cyber crime investigative techniques, digital forensics, and digital evidence recovery and management. The detectives going to this event are detectives who primarily recovery, seize, handle, and examine digital evidence.

The number calculated for airfare of \$1200.00 per trip per person is based on a search of airfare to Dallas, TX, Boston, MA, and Los Angeles, CA. The actual number for the flights may be lower or higher depending on airline pricing. The total estimate for flights for both training events is \$12000.00.

The number for per diem was calculated based on the out of state per diem rate per day for Maui County (\$145/day). The total requested per diem was calculated by taking the number of travelers for each training event and multiplying the number of days by that number to obtain the total number of days of per diem for each event. The three events were then added

up and the total number of days for per diem requested is sixty (60) days. Total cost of per diem requested is \$8700.00.

The last cost is for one rental car for each of the trainings. The cost was estimated based on a rate search of Maui County's out of state rental provider, Hertz, which showed costs of about \$400 per week for a small sedan. This was multiplied by three (3) weeks, for a rental car total of \$1200.00.

E. Office Supplies

Office shelves to be purchased from a vendor on Maui for storage of supplies.

F. Equipment

\$13870.00 for a Synology NAS Server and associated hardware. This will serve as the primary digital evidence storage server for the Cyber Crime Unit. The individual component costs are:

- Synology RS2418RP+ Network Attached Storage (NAS) Server
- Fifteen (15) Seagate IronWolf Pro 12 TB NAS Hard Drives
- APC Smart UPS Rackmount Battery Backup
- Cisco SG350-20 Managed Network Switch
- Cisco SG11016 Unmanaged Switch
- CyberPower PCF LCD 1500VA Rackmount Battery Backup
- Netgate SW-1100 Firewall
- StarTech 12U Soundproof Network Cabinet
- Tripp Lite 12U Smart Wall Mount Network Rack

\$14000.00 for a Talino KA301 Forensic Workstation. This amount covers the cost of the workstation itself with some necessary customizations and shipping.

\$3300.00 for an Apple Mac Mini computer workstation to allow for examination of Macintosh-based digital evidence. Cost covers cost of computer and shipping.

G. Other Costs

\$145000.00 is being budgeted to cover the cost of tuition/registration for three (3) detectives attending Cellebrite training, four (4) attending the Cyber Crime Conference, and three (3) attending the Crimes Against Children Conference.

\$9025.00 for forensic tools. The cost breakdown and description of each tool is as follows:

- \$5625.00 – Magnet Forensics Axiom, This is a full-featured digital forensics suite used in examining computers and mobile devices. MPD currently does not possess this tool.
- \$2400.00 – Blackbag Technologies Blacklight. This is a full featured digital forensics tool that specializes in Apple computers and devices. MPD does not currently possess this tool.

- \$1000.00 – Blackbag Technologies Macquisition. This is an imaging tool designed to forensically image and acquire data from Apple computers. MPD does not currently possess this tool.

\$Electronic storage media budgeted at \$7515. The breakdown of the requested storage media is as follows:

- 30 2TB Hard Drives for Evidence Archiving
- 100 32GB USB Drives for Evidence Archiving
- 100 64GB USB Drives for Evidence Archiving
- 30 128 GB USB Drives for Evidence Archiving
- 20 256 GB USB Drives for Evidence Archiving
- 5 32 GB MicroSD Cards for Lab Usage
- 5 64 GB MicroSD Cards for Lab Usage
- 5 128 GB MicroSD Cards for Lab Usage
- 3 256 GB MicroSD Cards for Lab Usage

Lastly, \$500.00 is budgeted to cover additional shipping and handling fees associated with purchases.

H. Indirect Costs

PART IV. ATTACHMENTS
(Certifications)

- A. Acceptance of Conditions (AG/CPJAD #14)
- B. Acceptance of Special Conditions (AG/CPJAD #26)
- C. Certification of Non-Supplanting (AG/CPJAD #3)
- D. Certification of Non-Discrimination (AG/CPJAD #15)
- E. Certification of Equal Employment Opportunity Program (EEO)
(OMB Approval No. 1121-0340; Expiration date: 12/31/2015)
- F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(OJP 4061/1)
- G. Certification of Non-Discrimination Complaint Procedures (AG/CPJAD #30)

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF CONDITIONS

The undersigned agrees, on behalf of the applicant agency, that:

1. This project, upon approval, shall constitute an official part of Hawaii's Drug Control and System Improvement Formula Grant Program established under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690).
2. Any grant awarded pursuant to this application shall be subject to and will be administered in conformity with:
 - (a) general conditions applicable to administration of grants under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690), as amended, as applicable;
 - (b) conditions applicable to the fiscal administration of grants under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690), as amended, as applicable;
 - (c) any special conditions contained in the grant award; and
 - (d) general and fiscal regulations of the Crime Prevention and Justice Assistance Division.
3. Any grant received as a result of this application may be terminated, or fund payment may be discontinued, by the Crime Prevention and Justice Assistance Division when it finds a substantial failure to comply with the foregoing provisions, the application obligations or for non-availability of funds.

SUBMITTED BY:

Signature: Tivoli S Faamu Date: 2/22/19
Name: Tivoli Faamu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF JAG SPECIAL CONDITIONS

The undersigned Grantee understands and agrees, on behalf of its agency that:

1. Requirements of the Award; Remedies for Non-Compliance or for Materially False Statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in CPJAD taking appropriate action with respect to the Grantee and the award. Among other things, CPJAD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice and CPJAD also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the state and/or federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

Grantee agrees to comply with the financial and administrative requirements set forth in 2 C.F.R. Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide.

Grantee understands and agrees that CPJAD may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the

terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CPJAD awards.

3. Grantee shall comply with all reporting, data collection, and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant Program.

Grantee shall complete BJA-required reports on-line using the Performance Measurement Tool (PMT). The on-line reporting system will require a username and password to log on. The username and password will be provided by CPJAD after the contract is executed. The PMT web address is <https://www.bjaperformancetools.org>

The BJA reporting periods and due dates are:

- January 1 - March 31 Due: April 15
- April 1 – June 30 Due: July 15
- July 1 - September 30 Due: October 15
- October 1 - December 31 Due: January 15

Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

4. Grantee shall submit a Semi-Annual Progress Report to the CPJAD every six (6) months following the calendar year. The progress reports are to cover activities that the Grantee has completed during that reporting period.

The semi-annual reporting periods and due dates are:

- January 1 - June 30 Due: July 15
- July 1 - December 31 Due: January 15

A Final Progress report is due 30 days after the project end date and should report cumulatively on the entire project period. The appropriate report form will be provided to each project by CPJAD (AG/CPJAD #20). The report shall contain information describing progress, accomplishments, activities, changes, and problems during the report period and any additional information specified by the CPJAD.

5. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Grantee shall promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

Mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov
Hotline: (contact information in English and Spanish): (800) 869-4499, or
Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

6. 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)

Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

7. Federal Leadership on Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the CPJAD encourages Grantees and Sub-grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

8. Training(s)/Conference(s) Compliance

Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events. Information on pertinent laws, regulations, policies, and guidance is available in the DOJ Grants Financial Guide Conference Cost Chapter.

Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training

Guiding Principles for Grantees and Sub-grantees, available at <https://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

9. Information Technology Compliance

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

10. Duplicate Award of Federal Funds

Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this CPJAD award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this CPJAD award, the Grantee will promptly notify, in writing, the assigned Criminal Justice Planning Specialist for this CPJAD award, and, if so requested by CPJAD, seek a budget or project narrative modification to eliminate any inappropriate duplication of funding.

11. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

12. Integrity and Leadership Online Training for Task Force Projects

Grantee agrees that within 60 days of award for any law enforcement task force receiving these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through the BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training will address task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the Grantee. Additional information will be provided by BJA regarding required training and access methods via BJA's web site and Center for Task Force Integrity and Leadership.

13. Prohibited Conduct Related to Trafficking in Persons

Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantees, subgrantees, or individuals defined (for purposes of this condition) as “employees” of the Grantee or of any subgrantee.

The details of the Grantee’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by grantees and subgrantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

14. General Appropriations-Law Restrictions

Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee or subgrantee would or might fall within the scope of an appropriations-law restriction, the grantee is to contact CPJAD for guidance, and may not proceed without the express prior written approval of CPJAD.

15. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>),

by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

16. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded from being used by the Grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the Grantee is to contact CPJAD for guidance, and may not proceed without the express prior written approval of CPJAD.

SUBMITTED BY:

Signature: Tivoli S. Faumuina Date: 2/22/19
Name: Tivoli Faumuina Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

I certify that federal funds will not be used to supplant State, local or other non-federal funds that would, in the absence of such federal aid, be made available for law enforcement, criminal justice, and victim compensation and assistance activities.

SUBMITTED BY:

Signature: Tivoli S Faaumu Date: 2/22/19
Name: Tivoli Faaumu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

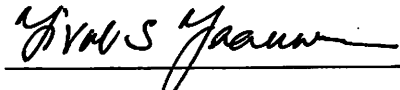
CERTIFICATION OF NON-DISCRIMINATION

I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended, which prohibits discrimination on the basis of race, color, national origin, religion, or sex, in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §3789d and 28 C.F.R. §42.201 et seq.)
- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §2000d and 28 C.F.R. §42.101 et seq.)
- Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (29 U.S.C. §794 and 28 C.F.R. §42.501 et seq.)
- Section 1407 of the Victims of Crime Act (VOCA), which prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability in VOCA funded programs or activities. (42 U.S.C. §10604)
- Title II of the Americans with Disabilities Act of 1990, as it relates to discrimination on the basis of disability in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §12132 and 28 C.F.R. Pt. 35)
- Title IX of the Education Amendments of 1972, as it relates to discrimination on the basis of sex in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded training or educational programs. (20 U.S.C. §1681 and 28 C.F.R. Pt. 54)
- The Age Discrimination Act of 1975 as it relates to services discrimination on the basis of age in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §6102 and 28 C.F.R. §42.700 et seq.)
- Executive Order No. 13166 prohibiting discrimination of Limited English Proficient Persons.
- Executive Order No. 13279 and 28 C.F.R. pt. 38 regarding equal protection of the laws for faith-based organizations.
- The Violence Against Women Reauthorization Act of 2013, Pub. L. No. 113-4, 127 Stat. 54 § 3(b)(2013) which prohibits excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part with funds made available through VAWA or the Office on Violence Against Women. (42 U.S.C. § 13925(b)(13)).

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Justice through the Department of the Attorney General, Crime Prevention and Justice Assistance Division. Noncompliance with the discrimination regulations may result in the suspension or termination of funding.

SUBMITTED BY:

Signature:  Date: 2/22/19
Name: Tivoli Faaumu Title: Chief of Police
Agency: Maui Police Department

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Maui Police Department	
Address: 55 Mahalani Street, Wailuku, Hawaii 96793	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 336087820	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Detective Matthew Bigoss	
Telephone Number: (808) 244-6313	E-Mail Address: Matthew.Bigoss@mpd.net

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, Tivoli S. Faaumu [responsible official], certify that the Maui Police Department [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on 12/31/16 [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

TIVOLI S. FAAUMU / CHIEF OF POLICE
Print or Type Name and Title

Tivoli S. Faaumu
Signature

2/22/19
Date

INSTRUCTIONS

Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tivoli Faamu, Chief of Police

Name and Title of Authorized Representative

Tivoli S Faamu

Signature

2/22/19

Date

Maui Police Department

Name of Organization

55 Mahalani Street, Wailuku, Hawaii 96793

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) has jurisdiction to investigate complaints of discrimination against recipients of funding from OJP (which includes component agencies such as the Bureau of Justice Assistance, the Office for Victims of Crime, and the National Institute of Justice), Office on Violence Against Women, and the COPS Office. OCR has indicated that recipients and subrecipients of federal funding should have non-discrimination complaint procedures. Therefore,


I certify that the Maui Police Department (name of agency) has non-discrimination complaint procedures which include:

- (1) a coordinator who is responsible for overseeing the complaint process. The agency's coordinator is:

<u>Tivoli S. Faaumu</u>	<u>Chief of Police</u>	<u>(808) 244-6300</u>
Name	Title	Phone

- (2) a procedure to ensure that beneficiaries or employees of funded subrecipients are aware that they may complain of discrimination directly to a subrecipient, to the Department of the Attorney General, or to the Office for Civil Rights.
- (3) a procedure to investigate the complaint. (The procedure may be an internal investigation or forwarding the complaint to the Department of the Attorney General, the OCR, or another appropriate external agency.)
- (4) a procedure to notify the Department of the Attorney General, Crime Prevention and Justice Assistance Division of the complaint. (The Department will forward the complaint information to OCR and may conduct an investigation of the complaint.)
- (5) a procedure to notify the Department of the Attorney General of the findings of the investigation.

SUBMITTED BY:

Signature: 

Date: 2/22/19

Name: Tivoli Faaumu
(Head of Agency or Designee)

Title: Chief of Police