



ALAN M. ARAKAWA
MAYOR
lu
OUR REFERENCE
YOUR REFERENCE

POLICE DEPARTMENT

COUNTY OF MAUI

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411
August 15, 2017



TIVOLI S. FAAUMU
CHIEF OF POLICE

DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

Ms. Lynn A.S. Araki-Regan
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

W. Arakawa 8/17/17
Mayor Date

For transmittal to:

Honorable Mike White, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair White and Members:

SUBJECT: VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT

In accordance with Ordinance No. 4456, Bill 65 (2017) Fiscal Year 2018 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 Domestic Violence: Stalking and Homicide grant for the period of July 1, 2017 to June 30, 2018 in the amount of \$70,696.00, which includes \$17,764.00 in matching funds.

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. Faaumua
TIVOLI S. FAAUMU
Chief of Police

RECEIVED
2017 AUG 17 PM 2:21
OFFICE OF THE
COUNTY CLERK

COUNTY COMMUNICATION NO. 17-337

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of July 1, 2017, 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 County of Maui, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Hawaii 96793 , hereinafter called "Grantee", for the benefit of the Maui Police Department, which is identified as the applicant on Exhibit "A" attached hereto.

WITNESSETH

WHEREAS, Title IV of the Violent Crime Control and Law Enforcement Act of 1994, 42 U. S. C. 3796 et seq., as amended (hereinafter "Act"), was enacted to make grants to states for developing and strengthening effective law enforcement and prosecutorial strategies and victim services in cases involving crimes against women. Offices and agencies of the state

government, units of local government, Indian tribes, and non-profit, non-governmental victim services programs are eligible to apply to states for subgrants under the twenty broad purpose areas:

- (1) training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking, including the appropriate use of nonimmigrant status under subparagraphs (T) and (U) of section 1101(a)(15) of the Immigration and Nationality Act (8 U.S.C. 1101(a));
- (2) developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking;
- (3) developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking, as well as the appropriate treatment of victims;

- (4) developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking;
- (5) developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, stalking, and dating violence programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of domestic violence, dating violence, sexual assault, and stalking;
- (6) developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking;

- (7) supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
- (8) training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault;
- (9) developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of domestic violence, dating violence, sexual assault, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals;
- (10) providing assistance to victims of domestic violence and sexual assault in immigration matters;
- (11) maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families;

(12) supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities -

- o developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases;
- o notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency;
- o referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and

- o taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order; and
- (13) providing funding to law enforcement agencies, victim service providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote:
 - o the development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as "Crystal Judson Victim Advocates," to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel;
 - o the implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies such as the model policy promulgated by the International Association of Chiefs of Police ("Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project" July 2003); and

o the development of such protocols in collaboration with state, tribal, territorial and local victim service providers and domestic violence coalitions;

Any law enforcement, state, tribal, territorial, or local government agency receiving funding under the Crystal Judson Domestic Violence Protocol Program shall, on an annual basis, receive additional training on the topic of incidents of domestic violence committed by law enforcement personnel from domestic violence and sexual assault nonprofit organizations and, after a period of two years, provide a report of the adopted protocol to the Department of Justice, including a summary of progress in implementing such protocol; and

(14) developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking;

(15) developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.

(16) developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution

of sexual assault cases and the appropriate treatment of victims;

- (17) developing, enlarging or strengthening programs addressing sexual assault against men, women, and youth in correctional and detention settings;
- (18) identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims;
- (19) developing, enlarging, or strengthening programs and projects to provide services and responses to male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18, United States Code; and
- (20) developing, enhancing, or strengthening prevention and educational programming to address domestic violence, dating violence, sexual assault, or stalking, with not more than 5 percent of the amount allocated to a state to be used for this purpose.

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

WHEREAS, Grantee is qualified to receive funds available to Hawaii under the Act and its implementing regulations contained in the STOP Violence Against Women Formula Grant Program Guidance, and 28 C.F.R. Chapter 1, Part 66, 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 implementing regulations have been satisfied and that Grantee is capable of using the federal funds requested 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 VAWA 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 circulars and the effective edition of the Office of Justice Programs' financial manual entitled "Financial Guide."

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from July 1, 2017 to and including June 30, 2018 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 Office on Violence Against Women, 28 C.F.R. Chapter 1, Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and Office of Management and Budget circulars and the effective edition of the Office of Justice Programs' financial manual entitled "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 Office of Management and Budget Circular A-133.

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 community 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 Office on Violence Against Women may require. Grantee shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter. Grantee shall submit monthly request 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 Office on Violence Against Women 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 VAWA 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.

15. Grantee shall ensure that Seventeen thousand six hundred seventy-four dollars (\$17,674.00) are available as matching funds to provide the services under this Contract. Grantee shall maintain records which clearly and accurately show the source, amount and the timing of match contributions. If, at the end of the Contract period, Agency determines that Grantee does not have the required matching contribution, Grantee shall return all of the federal portion of the project cost for which Grantee does not have the required match.

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 Fifty three thousand twenty-two dollars (\$53,022.00) 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 to the extent permitted by law, and that payment is subject to approval by the county council.

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 (collectively and individually "material") 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.

APPROVED AS TO FORM:

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

Heide Jackson
Deputy Attorney General, State of Hawaii

By Russell A. Suzuki
Print Name Russell A. Suzuki
~~Douglas S. Chin~~
Its Attorney General First Deputy Attorney General
Date 8-4-17

COUNTY OF MAUI, ("GRANTEE")

APPROVAL RECOMMENDED:

By: Dean Sekora
Print Name: Dean Sekora, Deputy Chief
Title: Chief of Police
Date: 5/17/17

By Alan M. Arakawa
Print Name: Alan M. Arakawa
Title: Mayor
Date: 7/20/17

APPROVED AS TO FORM AND
LEGALITY:

BY: Daniilo F. Agsalog
Print Name: DANILO F. AGSALOG
Title: Director of Finance
Date: 7.18.17

By: J. Sheppard
Print Name: J. Sheppard
Title: Corporation Counsel
Date: 6/23/2017

By: Lynn Dan Regan
Print Name: Lynn Dan Regan
Title: Budget Director
Date: 6/21/17

**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
DEPARTMENT OF THE ATTORNEY GENERAL
235 South Beretania Street, Suite 401, Honolulu, Hawaii 96813**

APPLICATION FOR FY 2015 VAWA S.T.O.P. VIOLENCE AGAINST WOMEN GRANT

PART I. TITLE PAGE

- A. PROJECT TITLE: Domestic Violence: Stalking and Homicide
- B. APPLICANT AGENCY: Maui Police Department
- C. ADDRESS: 55 Mahalani Street City Wailuku Zip 96793
- D. SYSTEM FOR AWARD MANAGEMENT (SAM): ☒ Yes ☐ No
- DUNS No. 33608782
- E. PRIMARY PLACE OF PERFORMANCE: City Wailuku State HI Zip + 4 digits 96793-
- F. PROJECT PERIOD: From July 1, 2017 To June 30, 2018
- G. VAWA PROGRAM PURPOSE(S):
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐
11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☐ 16 ☐ 17 ☐ 18 ☐ 19 ☐ 20 ☐
- H. FUNDING PRIORITY AREA(S):
1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐
6 ☐ 7 ☐ 8 ☒ 9 ☐
- I. TOTAL PROJECT COSTS:

SOURCE OF FUNDS	PERCENT	AMOUNT
Federal Funds	75%	\$53,022.00
Agency Match	25%	\$17,674.00
TOTAL	100%	\$70,696.00

- J. PROJECT DIRECTOR
Name: Mary-Lee T. Sagawinit Title: Sergeant
Address: 55 Mahalani Street
Telephone: (808)244-6490
E-Mail: msagawinit@mpd.net
- K. FINANCIAL OFFICER
Name: Greg Takahashi Title: Business Administrator
Address: 55 Mahalani Street
Telephone: (808)244-6310
E-Mail: Greg.Takahashi@mpd.net

FOR CPJAD USE	
Date received: <u>May 1, 2017</u>	Project Number: <u>15-WF-06</u>

EXHIBIT A

APPLICATION FOR S.T.O.P. VIOLENCE AGAINST WOMEN GRANT

PART II. DESCRIPTION OF PROJECT

Note: This form does not provide spell check.

A. THE PROBLEM

The county of Maui consists of three islands and the Maui Police Department consists of six Districts: District 1: Wailuku, District 2: Lanai, District 3: Hana, District 4: Lahaina, District 5: Molokai and District 6: Kihei.

The island of Maui had a total of 28,403 domestic violence incidents and 70 harassment by stalking incidents from 2012- November 2016. During that time frame there have been a total of 12 domestic violence homicides.

Currently there are 4 Detectives in Lahaina District, 4 Detectives in Kihei District and these Detectives are responsible for both Property Crimes and Crimes Against Persons investigations.

The main District, Wailuku District has a 4 Crimes Against Persons Detectives, 14 Property Crimes Detectives, 3 Sexual Assault Detectives and 1 Domestic Violence Sergeant/Detective and 2 Domestic Violence Investigators.

Due to the small amount of Crimes Against Persons Detectives in the Wailuku District, Detectives from outer Districts are summoned to assist Wailuku District in large Crimes Against Persons incidents.

Research done with Maui Police Department's Plans & Training Division revealed that during the time frame of 2012- November 2016 revealed the following count of homicide training and stalking training:

<u>Year</u>	<u>Homicide</u>	<u>Stalking</u>
2012	0	0
2013	2	1
2014	5	0
2015	3	1
2016	6	1
Total	16	3

All of these trainings were not specifically for domestic violence stalking or domestic violence stalking training and not offered to patrol officers, Field Training Officers, Patrol Sergeants or the Domestic Violence Unit. Research also revealed the listed trainings were only attended by Crimes Against Persons Detectives.

Currently the Domestic Violence Unit does not play a major role in the domestic violence based homicide investigations due to the primary investigator will always be a Crimes Against Persons Detective. The Domestic Violence Unit is not utilized due to they have not received specialized training for domestic violence based homicide investigations.

Per the Office of the Prosecuting Attorney, the dispositions of the 12 domestic violence homicides are as follows:

2012

1. Pending
2. Dismissed

2013

3. Guilty - Murder

2014

4. Classified as Missing Person
5. Pending

2015

6. Pending
7. Pending
8. Pending
9. Guilty - (Attempted Murder)

2016

10. Pending
11. Murder/Suicide
12. Pending

Per <https://ncadv.org>, National Coalition Against Domestic Violence”:

“A study of intimate partner homicides found that 20% of victims were not the intimate partners themselves, but family members, friends, neighbors, persons who intervened, law enforcement responders, or bystanders.

72% of all murder-suicides involve an intimate partner; 94% of the victims of these murder suicides are female.”

In order to understand that not all homicides are investigated in the same manner is to understand the difference between the stranger and non-stranger crime.

Per <https://bjs.gov>, Bureau of Justice Statistics:

"Stranger" is a classification of the victim's relationship to the offender for crimes involving direct contact between the two. Incidents are classified as involving strangers if the victim identifies the offender as a stranger, did not see or recognize the offender, or knew the offender only by sight.”

"Non-stranger" is a classification of a crime victim's relationship to the offender. An offender who is either related to, well known to, or casually acquainted with the victim is a nonstranger."

First responding patrol officers will always establish the relationships of the parties involved. The level of danger in a "stranger" type of crime against person is present, yet there is no relationship, emotional connection, bond or history with the victim. Whereas the level of danger for a "non-stranger" type of crime against person is elevated when the offender is a family member, sibling, marriage partner or former spouse/intimate/dating partner.

The offender in the "non-stranger" crime against a person knows the victims on a personal, intimate and emotional level. The offender will know the victim's family members, their likes/dislikes and is enabled access to the victim. The offender has a variety of ways to control the victim, may it be physical, psychological means or technological control via text/voice/email.

This will lead us into understanding what the definition of stalking is and why is it important for the first responding patrol officers to understand what events, may they be minor and not physically violent, yet nonconsensual and constant, creating the element of fear in a victim. The following portray Harassment by Stalking incidents documented by Maui Police Department and the Office of the Prosecuting Attorney dispositions:

2012

- 8 incidents documented by MPD
- 1 incident Prosecuted
- 3 incidents declined Prosecution

2013

- 16 incidents documented by MPD
- 1 incident Prosecuted
- 2 incidents declined Prosecution

2014

- 20 incidents documented by MPD
- 3 incidents Prosecuted

2015

- 12 incidents documented by MPD
- 1 incident declined Prosecution

2016

- 14 incidents documented by MPD
- 2 incidents pending screening

Per <http://ncadv.org>, "What is Stalking?" National Coalition Against Domestic Violence":

"Stalking is defined by law by the federal government. When an abuser acts in such a way as to intentionally create a fear or harm or death for the victim, that is stalking. This could take the form of a fear of harm, injury or death for themselves, a relative, or any third party. Abusers who use stalking to terrorize and threaten create substantial emotional distress for their victims, family members and third parties."

Per <https://ncjrs.gov>, U.S. Department of Justice":

"Stalking generally refers to harassing or threatening behavior that an individual engages in repeatedly, such as following a person, appearing at a person's home or place of business, making harassing phone calls, leaving written messages or objects, or vandalizing a person's property. These actions may or may not be accompanied by a credible threat of serious harm, and they may or may not be precursors to an assault or murder."

Per <https://ncadv.org>, National Coalition Against Domestic Violence":

"1 in 7 women and 1 in 18 men have been stalked by an intimate partner during their lifetime to the point in which they felt very fearful or believed that they or someone close to them would be harmed or killed."

So therefore, understanding the basic differences in the types of crimes against persons, the training for specific domestic violence stalking and domestic violence homicides will be beneficial to the first responding patrol officers, patrol supervisors, Crimes Against Persons Detectives and Domestic Violence Unit to understand the concepts of violent crimes against women that may lead to homicide.

In regards to required recruit school instruction, DVU will present every recruit class with (24) hours of Domestic Violence Training and scenarios. Once the recruit has completed the field training portion of their training, DVU will present in-service trainings in addition to Annual Recall information from the Prosecutors regarding new or amended DV laws.

On many occasions, the Prosecutors Office will call the Domestic Violence Unit immediately for an in-custody arrest for the DV Investigators to re-contact the Victim or return to the scene due to valuable evidence, victim/witness statements and information is required to charge a felony offense or upgrade a misdemeanor offense to a felony status. This being so, often reveal follow-ups conducted a day, or a weekend later have resulted with many victims uncooperative and valuable evidence removed or destroyed.

Several discussions with patrol officers, Field Training Officers, Patrol Sergeants and a Patrol Captain, agree that formal domestic violence stalking and domestic violence homicide training will be highly beneficial not only to the Patrol Division but to the community as a whole.

Several discussions with the Domestic Violence Unit and Crimes Against Persons Detectives have been overall positive whereas both units support each other that formal training for DVU will be greatly beneficial to the Detectives and expedite the lengthy process required to a complete investigation for Prosecutors to seek successful prosecution.

B. GOALS AND OBJECTIVES

Goal: To sustain MPD coordinated community response efforts to effectively address domestic violence stalking and homicides cases throughout Maui County.

Objectives:

1. To increase law enforcement, prosecutors, medical examiners, Fire personnel and Medic personnel's knowledge of domestic violence stalking, domestic violence homicides and utilize best practices for investigating such incidents by sending each member of the DVU to at least one specialized training and obtaining national speakers to present in multidisciplinary conferences on Maui.
2. To increase the number of domestic violence stalking and domestic violence homicide investigations sent to the Maui Prosecutors Office for prosecution by 50%:
 - 14 domestic violence stalking and domestic violence homicide incidents were sent to the Prosecutors in 2016.
 - 02 of those incidents are pending screening at this time.
 - 12 of those incidents have no information regarding the prosecution status.
3. To increase the DVU clearance rate of follow-up investigations created for detectives and officers due to incomplete initial investigations to 100%:
 - 152 domestic violence related incidents were assigned to the Domestic Violence investigators in 2016.
 - 148 of this incidents were cleared and forwarded to the Prosecutors Officer for review.

C. PROJECT ACTIVITIES

Activities which will support Objective #1:

1. MPD will send DVU personnel, Crimes Against Persons Detective, patrol officers, Field Training Officers and/or patrol Sergeants and domestic violence advocates to participate in the 2018 International Conference on Sexual Assault, Domestic Violence, and Systems Change hosted by End Violence Against Women International (EVAWI) at the Chicago Hilton in Chicago, IL, April 03-05, 2018.

2. Maui Police Department will host a Criminal Investigation Division Conference, October 25-27, 2017, titled, "Domestic Violence Stalking and Homicides," at the Courtyard Marriott Maui in Kahului. The attendees will be patrol officers, Field Training Officers, patrol Sergeants, Fire and Medic personnel.

Grant funding will cover the presenter, Andrea Zaferes, Forensic Aquatic Death Investigator's fees, per diem and post travel reimbursements such as airfare/baggage, lodging, ground transportation/fuel and printing of conference materials for attendees. The attendees will be Maui, Kauai, Hawaii and Honolulu Police and Prosecutors personnel.

Grant funding will not be needed to cover presenter fees and accommodations for FBI Agent, (pending confirmation), who will present on domestic violence stalking and homicides.

3. MPD will send DVU personnel, Crimes Against Persons Detective personnel, patrol officers, Field Training Officers, patrol Sergeants and domestic violence advocates to participate in the Spring 2018, "Crimes Against Women" Conference in Dallas, TX, dates to be announced.

4. Project Director and DVU Investigators will host a conference for Maui Police Personnel titled, "Her Voice", co-hosted by Parents And Children Together in August 2017.

The "Her Voice" Conference was a success on August 11, 2016, where several patrol officers related in their evaluations that the training was very beneficial and requested more time to discuss major concerns with the panel of female survivors.

Patrol officers who attended requested suggestions for another conference and stated they would like to sit on their own panel, address questions from the female survivors, create a video of what a patrol officers experience when they approach a domestic violence incident, have the female survivors experience wearing a bullet proof vest, the weight of a duty belt and sit in a patrol car and overall have the opportunity to explain why police do what they do when on a scene. A Captain who attended the Conference disclosed that he understood what a women experienced in an abusive household due to his own mother was a survivor. His disclosure set the tone for the younger patrol officers and enabled them to be comfortable and understand their willingness to participate was beneficial to their career.

Activities which will support Objective #2:

1. Project Director and DVU Investigators will conduct in-service trainings for Patrol Officers for all Districts regarding first responders investigating domestic violence stalking that may have resulted in a domestic violence homicide.
2. Project Director and DVU Investigators will conduct in-service trainings for Patrol Officers for all Districts on how to secure and preserve a domestic violence homicide scenes.
3. Project Director and DVU Investigators will conduct in-service trainings for Patrol Officers for all Districts on how to interview the pertinent adult witnesses to domestic violence homicides.
4. Project Director, DVU Investigators and (1) Patrol Sergeant will meet monthly with the Office of the Prosecuting Attorney in regards to concerns and issues with domestic violence investigations.

Activities which will support Objective #3:

1. Project Director, Investigator from DVU, and one patrol Sergeant will attend monthly meetings with the Prosecutors Domestic Violence Team to discuss issues, concerns and dispositions regarding police reports.
2. The DVU will be proactive and participate in joint domestic violence training such conducting domestic violence presentations and events with other agencies for the community.

3. The DVU will conduct investigative activities that may include, but not limited to serving protective orders, meeting with victims after normal business hours to accommodate their employment hours, arresting offenders for misdemeanor and felony abuse offenses and assisting the Crimes Against Persons Detectives for active domestic violence based investigations that may include, but not limited to missing persons investigations or domestic violence homicides.
4. Detectives/Officers will conduct follow up investigations on domestic violence related cases which include contacting suspects and responding to felony domestic violence cases after normal working hours. Overtime will allow MPD personnel to follow-up on domestic violence related cases, misdemeanor or felony abuse investigations that were initiated by patrol and incomplete.

D. PROJECT ORGANIZATION AND MANAGEMENT

The Project Director, Detective/Sergeant Mary-Lee T. Sagawinit is directly under the command of Lieutenant Micah Adams of MPD's Criminal Investigation Division.

The Project Director shall be responsible for the following:

1. Managing and coordinating the project activities and ensuring that the stated goals and objectives are met.
2. Managing funding and ensuring that funds will be encumbered within the project period.
3. Preparing semi-annual progress reports and a final report as required.
4. Submitting written requests for prior approval to the Department of the Attorney General for grant modification (if applicable), travel, and training.

Greg Takahashi, Business Administrator, retired in March 2017 and his replacement is pending at this time. The Project Director will forward all budget reports to MPD's Accountant, Lesley Uemae will prepare/submit all financial reports relating to the project.

E. PERSONNEL

The DVU is comprised of one Detective/Sergeant (supervisor) and two investigators. The DVU is a part of the Crimes Against Persons Unit, which is under the new supervision of Lieutenant Micah Adams.

The two Police Officer Investigators for the DVU are Officer Clement Antonio and Officer Justin Endo.

F. BRIEF PERSONNEL BIOGRAPHIES

Lieutenant Micah Adams joined the Maui Police Department, March 01, 1995 and has been the Crimes Against Persons Unit supervisor since April 01, 2015.

Detective/Sergeant, Mary-Lee T. Sagawinit, joined the Maui Police Department July 01, 1997 and has been the Domestic Violence Unit supervisor since September 2014.

Officer Clement Antonio joined the Department in December 09, 2002 and has been assigned to Domestic Violence Unit, June 16, 2015.

Officer Justin Endo joined the Maui Police Department February 13, 2012 and has been with the

G. PARTICIPATING AGENCIES

1. MPD works collaboratively with community agencies and organizations including the Department of the Prosecuting Attorney, Women Helping Women, Parents and Children Together (PACT), Child and Family Service, Adult Protective Services, the Children's Justice Center, the Department of Human Services/Child Welfare Services/Child Protective Services, the Maui Fire Department and Medic personnel in supporting victims of domestic violence and sexual assault.

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

1. MPD DVU personnel, Crimes Against Persons personnel, Patrol personnel and domestic violence advocates will attend the 2018 EVAWI Conference. Eighty-five percent (85%) of participants will report an increase in knowledge about how to investigate specifically domestic violence stalking and homicide investigations.
2. Forty-four (44) police personnel, to include patrol, Field Training Officers, Patrol Sergeants, Detectives, Fire and Medic Personnel from across the state, will participate in a two-day training on domestic violence homicide investigative strategies, specifically aquatic domestic violence homicides. One hundred percent (100%) of participants will report an increased knowledge about how to investigate specifically aquatic domestic violence homicides.

The Project Director is pending information from FBI Agent Edwin Nam and Honolulu FBI Agent Tia Hoffer, former Supervisor of the Behavior Analysis Unit regarding confirmation for a presenter on domestic violence stalking and domestic violence homicide. Eighty-five percent (85%) of participants will report an increase in knowledge about how to investigate specifically domestic violence stalking and homicide investigations.

3. Thirty (30) police personnel, to include, patrol, Field Training Officers and Patrol Sergeants will participate in a one-day training conference in August 2017, titled "Her Voice" hosted by Parents And Children Together and DVU on trauma informed policing. Eighty-five percent (85%) of the participants will report an increase in knowledge about trauma informed policing and domestic violence victims. The training conference will also inform patrol officers of resources available for patrol officers exposed to secondary trauma while investigating domestic violence homicide incidents.

4. The DVU clearance rate of follow-up investigations due to incomplete initial investigations will be higher than 97% in the year 2016:

-152 domestic violence related incidents were assigned to the Domestic Violence investigators in 2016.

-148 of this incidents were cleared and forwarded to the Prosecutors Officer for review.

I. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM

Sustaining ongoing collaboration and training efforts amongst law enforcement personnel and community partners will enable MPD to continue utilizing victim-centered approaches to victims

of domestic violence stalking and domestic violence homicides throughout Maui County. The project activities will enable law enforcement personnel to work together from the patrol level to the detective level and enable these units to build effective working relationships internally and with community partners.

In addition, the law enforcement personnel will learn best practices for responding to victims and investigating domestic violence incidents. From the first responding patrol officer to the experienced homicide detective will gain additional strategic techniques on how to properly investigate a domestic violence stalking or domestic violence homicide investigation. The patrol officers will gain additional investigative techniques on how to preserve scenes and evidence for the detectives to complete the investigation.

In October 2016, Andrea Zaferes, an Aquatic Forensic Homicide Investigator presented at MPD's CID Conference: Strangulation, Sexual Assault and Homicide Conference". MPD has requested her to return due to her training had never been heard of by police personnel from Maui, Kauai and Hawaii. Evaluations completed by attendees revealed the information shared was very valuable. In November 2016, Kauai Police Department requested information for Andrea Zaferes to present for KPD in 2017.

Domestic violence stalking and homicide training will allow first responding patrol officers, patrol sergeants be cognizant of victims who may report these incidents. The patrol officers will be able to understand that although the acts being reported may appear harmless at first, it will allow them to have a broader understanding that the goal of stalking is to instill fear in the victim. The patrol officers will be able to identify that the acts of stalking may or may not be a precursor to a physical assault or homicidal act.

Collaborating with Parents And Children Together to co-host the second "Her Voice" Conference will continue to build the foundation of trust and respect for the female survivors of domestic violence and law enforcement. The Conference will allow both survivors and patrol officers to meet and openly discuss concerns and issues regarding law enforcement's approach to not only domestic violence incidents, but to understand the mindset of women who have survived.

Through collaborative and networking efforts of all police personnel and Prosecutors, the agencies will solidify prosecution against those who commit violent crimes against women. Law enforcement and Prosecutors will sustain collaboration efforts by applying new knowledge and applications when investigating domestic violence stalking, domestic violence homicides and aquatic homicides.

**DEPARTMENT OF THE ATTORNEY GENERAL/CPJAD
APPLICATION FOR GRANT
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	
DVU Detective	1	\$68.13	52.75	\$3593	
DVU Investigator	1	\$57.65	54	\$3113	
DVU Investigator	1	\$51.03	54	\$2756	
		\$		\$	
Total Salaries and Wages				\$9462	
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				\$0	
C. Consultants/Contracts					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
Andrea Zaferes Forensic Aquatic- Death Investigator Life Guard Systems, NY – presenting on 1 st day of “Domestic Violence Stalking and Homicide” Conference	\$1,500/presenter’s fee	\$375/day x (4) days	<input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contract		

Andrea Zaferes - Per-Diem for 3 days	\$393	\$131/day		
Post-Travel Reimbursements: Andrea Zaferes - Roundtrip Airfare from NY to Maui	\$2,000			
Andrea Zaferes - Lodging for 2 days	\$600	\$300/night		
Andrea Zaferes - Hotel parking at Courtyard by Marriott for 2 days	\$22	\$11/night		
Andrea Zaferes - Rental Vehicle for 2 days	\$160	\$80/day		
FBI Agent - (pending confirmation) presenter on 2 nd day of "Domestic Violence Stalking and Homicide" Conference	No fee	No fee		
			<input type="checkbox"/> Consultant Contract	
			<input type="checkbox"/> Consultant Contract	
			<input type="checkbox"/> Consultant Contract	
Total Consultants/Contracts				\$4,675

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	
(6) Police Personnel Roundtrip Airfare to Chicago, IL for EVAWI Conference (2) Domestic Violence Advocates Roundtrip Airfare to Chicago, IL for EVAWI Conference	\$1400	8		\$11200	

Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
(6) Police Personnel Out-of-State Per Diem for (5) days for EVAWI Conference in Chicago, IL	\$145	6	5	\$4350	
(6) Police Personnel Excess Lodging for EVAWI Conference in Chicago, IL	\$100/night	6	5	\$3000	
Hotel Parking at Chicago Hilton for EVAWI Conference for (5) days for (6) Police Personnel in 2 vehicles Hotel Parking at Chicago Hilton for (2) Domestic Violence Advocates in 2 vehicles	\$20/day for (5) days for 4 vehicles	8	5	\$400	
Baggage Fees for (6) Police Personnel for Roundtrip to Chicago, IL for EVAWI Conference Baggage Fees for (2) Domestic Violence Advocates	\$70	8		\$560	
(7) Police Personnel Roundtrip Airfare to Dallas, TX for Crimes Against Women Conference (2) Domestic Violence Advocates Roundtrip Airfare to Dallas, TX for Crimes Against Women Conference	\$1200	9		\$10800	
(7) Police Personnel Out-of-State Per Diem for (5) days for Crimes Against Women Conference in Dallas, TX.	\$145	7	5	\$5075	

Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
(7) Police Personnel Excess Lodging for Crimes Against Women Conference in Dallas, TX.	\$100/night	7	5	\$3500	
Hotel Parking at Sheraton Dallas for (7) Police Personnel for (5) days for the Crimes Against Women Conference in (2) vehicles. Hotel Parking at Sheraton Dallas for (2) Domestic Violence Advocates for (5) days for the Crimes Against Women Conference in (2) vehicles.	\$20/day for (5) days for (4) vehicles	9	5	\$400	
Baggage Fees for (7) Police Personnel for Roundtrip to Dallas, TX for the Crimes Against Women Conference Baggage Fees for (2) Domestic Violence Advocates	\$70	9		\$630	
(5) Police Personnel & (5) Prosecutors Personnel Roundtrip flight to Molokai for Public Forum Engagement for "Domestic Violence Stalking and Homicides"	\$60/Roundtrip	10	1	\$600	
(5) Police Personnel & (5) Prosecutors Personnel Roundtrip flight to Lanai for Public Forum Engagement for "Domestic Violence Stalking and Homicides"	\$60/Roundtrip	10	1	\$600	

Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
Inter-island Per Diem for (5) Police Personnel for flight to Molokai for Public Forum Engagement for "Domestic Violence Stalking and Homicides"	\$20/day	5	1	\$100	
Inter-island Per Diem for (5) Police Personnel for flight to Lanai for Public Forum Engagement for "Domestic Violence Stalking and Homicides"	\$20/day	5	1	\$100	
(2) Honolulu Police Department Personnel to attend the "Domestic Violence Stalking and Homicide" Conference	\$200/Roundtrip	2	2	\$400	
(2) Honolulu Police Department Personnel- (1) Rental Vehicle for (2) days to attend the "Domestic Violence Stalking and Homicide" Conference	\$60/day	2	2	\$120	
(4) Hawaii Police Department Personnel to attend the "Domestic Violence Stalking and Homicide" Conference	\$260/Roundtrip	4	2	\$1040	
(4) Hawaii Police Department Personnel- (1) Rental Vehicle for (2) days to attend the "Domestic Violence Stalking and Homicide" Conference	\$63/day	4	2	\$126	
(3) Kauai Police Department Personnel to attend the "Domestic Violence Stalking and Homicide" Conference	\$260/Roundtrip	3	2	\$780	

Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
(3) Kauai Police Department Personnel- (1) Rental Vehicle for (2) days to attend the "Domestic Violence Stalking and Homicide" Conference	\$62/day	3	2	\$124	
Total Transportation and Subsistence		(AGENCY MATCH: \$17,674 of Total Transportation and Subsistence costs)			\$43,905
E. Office Supplies					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal		
Pamphlet- "Break Free Family Violence"	90	\$1.12	\$100.80		
Pamphlet-"Know About Protective Orders"	90	\$1.12	\$100.80		
Pamphlet- "Partner Abuse"	90	\$1.12	\$100.80		
Pamphlet - "Alcohol, Drugs, Family Violence"	90	\$1.12	\$100.80		
Pamphlet- "Violence/Family Affects Child"	90	\$1.12	\$100.80		
Pamphlet- "Reporting Child Abuse"	90	\$1.12	\$100.80		
Pamphlet/Coloring Book- "Physical Abuse is Never Ok"	90	\$1.12	\$100.80		
Crayons	90	\$.71	\$63.90		
Sub-total:			\$769.50		
Taxes:			\$0.00		
Shipping & Handling:			\$114.00		
Total Office Supplies				\$883.50	\$884
F. Equipment					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal		
		\$	\$		
Total Equipment					0

COST ELEMENT				AMOUNT
G. Other Costs	Quantity	Cost by Unit	Subtotal	
EVAWI Conference in Chicago, IL - Registration Fee for (6) Police Personnel and (2) Domestic Violence Advocates	8	\$545	\$4360	
Crimes Against Women Conference in Dallas, TX for (7) Police Personnel and (2) Domestic Violence Advocates	9	\$490	\$4410	
Courtyard by Marriott for "Her Voice" Conference	1 day	\$1000	\$1000	
Courtyard by Marriott for "Domestic Violence Stalking and Homicide" Conference	2 days	\$1000/day	\$2000	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Total Other Costs				\$11,770
H. Indirect Costs	Base	Rate (%)	Subtotal	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Total Indirect Costs				\$0
TOTAL PROJECT COSTS				\$70,696

BUDGET EXPLANATION:

A. Salaries and Wages

1. Covers the overtime cost incurred by (1) one, DVU Detective and (2) two, DVU Sergeant/Detective conducting project activities, investigative activities, attending domestic violence presentations and public events such as "Walk A Mile" and "Women Against Domestic Violence" in Kaanapali and Kahului.

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:

C. Consultants/Contracts

1. Covers the presenter's fees, per-diem and post-Conference reimbursements for airfare, rental vehicle/fuel, airport parking fee in NY, lodging fees and lodging parking fees.

Andrea Zaferes' fee (\$1,500 for 1 training day, 1 travel day, 1 prep day) and per diem (\$131/day for 3 days: \$393) will total \$1,893.

The total estimated amount for Andrea Zaferes to present will be \$4,675.

2. FBI Agent, (pending confirmation) will present on Stalking for the "Domestic Violence Stalking and Homicide Conference". Per Agent Edwin Nam and Agent Tia Hoffer they are Pending confirmation of the agent that will present on domestic violence stalking and domestic violence homicides. No fee for FBI to present.

D. Transportation and Subsistence

1. Covers (6) police personnel and (2) domestic violence advocates roundtrip airfare to the EVAWI Conference in Chicago, IL.
2. Covers (6) police personnel out-of-state per diem for (5) days to attend the EVAWI Conference in Chicago, IL.
3. Covers excess lodging for (6) police personnel for the EVAWI Conference in Chicago, IL.
4. Covers the hotel parking at the Chicago Hilton for (6) police personnel and (2) domestic violence advocates to attend the EVAWI Conference in Chicago, IL.
5. Covers the baggage fees for (6) police personnel and (2) domestic violence advocate's roundtrip to attend the EVAWI Conference in Chicago, IL.
6. Covers (7) police personnel and (2) domestic violence advocate's roundtrip airfare to the Crimes Against Women Conference in Dallas, TX.

7. Covers (7) police personnel out-of-state per diem for (5) days to attend the Crimes Against Women Conference in Dallas, TX.
8. Covers excess lodging for (7) police personnel to attend the Crimes Against Women Conference in Dallas, TX.
9. Covers hotel parking fee at Sheraton Dallas for (7) police personnel and (2) domestic violence advocates for (5) days to attend the Crimes Against Women Conference in Dallas, TX.
10. Covers baggage fees for (7) police personnel and (2) domestic violence advocate's roundtrip to attend the Crimes Against Women Conference in Dallas, TX.
11. Covers (5) police personnel roundtrip airfare to Molokai to conduct a public forum engagement and in-service training for patrol officers and patrol sergeants.
12. Covers (5) police personnel roundtrip airfare to Lanai to conduct a public forum engagement and in-service training for patrol officers and patrol sergeants.
13. Covers 1-day inter-island per-diem for (5) police personnel to Molokai to conduct a public forum engagement and in-service training for patrol officers and patrol sergeants.
14. Covers 1-day inter-island per-diem for (5) police personnel to travel to Lanai to conduct a public forum engagement and in-service training for patrol officers and patrol sergeants.
15. Covers roundtrip airfare for (2) Honolulu Police Department Personnel to travel to Maui to attend the Domestic Violence Stalking and Homicide Conference.
16. Covers 1 rental vehicle for (2) Honolulu Police Department Personnel to travel on Maui to attend the Domestic Violence Stalking and Homicide Conference.
17. Covers roundtrip airfare for (4) Hawaii Police Department Personnel to travel to Maui to attend the Domestic Violence Stalking and Homicide Conference.
18. Covers 1 rental vehicle for (4) Hawaii Police Department Personnel to travel on Maui to attend the Domestic Violence Stalking and Homicide Conference.
19. Covers roundtrip airfare for (3) Kauai Police Department Personnel to travel to Maui to attend the Domestic Violence Stalking and Homicide Conference.
20. Covers 1 rental vehicle for (3) Kauai Police Department Personnel to travel on Maui to attend the Domestic Violence Stalking and Homicide Conference.

E. Office Supplies

1. Covers purchase (90) Channing-Bete pamphlets. "Break Free Family Violence"
2. Covers purchase (90) Channing-Bete pamphlets. "Know About Family Violence"
3. Covers purchase (90) Channing-Bete pamphlets. "Partner Abuse"
4. Covers purchase (90) Channing-Bete pamphlets. "Alcohol, Drugs, Family Violence"
5. Covers purchase (90) Channing-Bete pamphlets. "Violence/Family Affects Child"
6. Covers purchase (90) Channing-Bete pamphlets. "Reporting Child Abuse"

7. Covers purchase (90) Channing-Bete pamphlets/coloring book. "Physical Abuse is Never Ok"
8. Covers purchase of (90) color crayons from Channing-Bete.

F. Equipment

-None

G. Other Costs

1. Covers Conference Registration fees for (6) police personnel and (2) domestic violence advocates to attend the EVAWI Conference in Chicago, IL.
2. Covers Conference Registration fees for (7) police personnel and (2) domestic violence advocates to attend the Crimes Against Women Conference in Dallas, TX.
3. Covers the venue rental fee for the one-day "Her Voice" Conference at the Courtyard by Marriott Maui located in Kahului, Hi. A total of 45 advocates, survivors and police personnel are expected to attend this event.
5. Covers the venue rental fee for the two-day Domestic Violence Stalking and Homicide Conference at the Courtyard by Marriott Maui in Kahului, Hi. A total of 50 law enforcement and prosecution personnel are expected to attend this event.

H. Indirect Costs

-None

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM

CERTIFICATE OF COLLABORATION

To be completed by applicant agency:

Applicant Agency: Maui Police Department/Domestic Violence Unit

In satisfaction of the requirements under this grant program, this agency certifies that it has consulted with the local victim services program during the course of developing this proposal in order to ensure that our proposed activities and/or equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Please provide a brief description of the consultation with and/or collaborative relationship established between the applicant and the local victim services organization identified below: MPD has collaborated with PACT and the VAWA Grant 13-WF-06 and co-hosted the "Her Voice" Conference in August 2016. MPD has met with Lanai Supervisor, Connie Meekhof on a monthly basis for the past two years communicating the needs of victims and their concerns with law enforcement. Both PACT and MPD support each others mission statement to protect women who are victims of violent crimes.

12/23/16

Date

AC D. M. M. M.

Authorized Signature of Applicant Agency

To be completed by local victim services organization. The individual signing this section may not be from the applicant agency

As a designated representative of _____, a recognized local victim services organization, I certify that the above is an accurate description of the consultation with and/or collaborative relationship established between my agency and that applicant agency identified above.

Name of Organization:

Name & Title of Signing Authority:

Signature:

Date:

PARENTS AND CHILDREN TOGETHER - MAUI PROGRAMS
KEN E.K. HUNT, ASSISTANT MAUI PROGRAMS DIRECTOR
Ken E. K. Hunt
December 23, 2016

PART IV. ATTACHMENTS

- Acceptances of Conditions (*AG/CPJAD #14*)
- Acceptance of VAWA Special Conditions (*AG/CPJAD #26 VAWA Government*)
- Certification of Non-Supplanting (*AG/CPJAD #3*)
- Certification of Non-Discrimination (*AG/CPJAD #15*)
- Certification of Non-Discrimination Compliant Procedures (*AG/CPJAD #30*)
- Certification Regarding Forensic Medical Examination Payments and Polygraph Testing Prohibition (*AG/CPJAD #34*)
- Certification Regarding Filing Costs for Criminal Charges or Protection Orders and Judicial Notification of Firearms Prohibition (*AG/CPJAD #35*)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (*OJP Form 4061/1 Rev. 2/89*)
- Certification Regarding Equal Employment Opportunity Program (*OCR Form- Expiration date: 12/31/15*)

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 Violence Against Women Formula Grant Program established under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322.
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 IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322, as applicable;
 - (b) conditions applicable to the fiscal administration of grants under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322, 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: _____

Date: _____

Name: _____

Tivoli Faaumu

Title: _____

Chief of Police

Agency: _____

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF VAWA SPECIAL CONDITIONS
(for Government Contracts)

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

1. 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 agrees to comply with the applicable audit requirements of 2 C.F.R. Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and current edition of the DOJ Grants Financial Guide.

2. 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 through June 30 Due July 15
- July 1 through 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.

3. The annual STOP report required by OVW shall be submitted to CPJAD by February 1 unless mandated earlier by CPJAD.

4. Funds Subcontracted to Faith Based Organizations

Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of grants may still engage in inherently religious activities, but

such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

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. 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.

7. 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 OVW Training Guiding Principles for Grantees and Sub-grantees, available at <http://www.ovw.usdoj.gov/grantees.html>

8. 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. Further, the Grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be deobligated from this award and returned to CPJAD.

9. Information Technology Compliance

Grantee agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

10. VAWA Federal Eligibility Requirements

Grantee shall comply with the federal eligibility requirements established by the Violence Against Women and Department of Justice Reauthorization of 2013 (<http://www.usdoj.gov/ovw/regulations.htm>) and the effective edition of the DOJ Grants Financial Guide in order to receive STOP Program funds.

11. Civil Rights Provision

Grantee shall comply with civil rights provisions prohibiting the 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 by OVW.

12. Nondisclosure of Confidential or Private Information

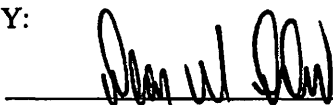
Grantee shall comply with provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Grantee shall also ensure that any subgrantees meet these requirements.

13. 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.

SUBMITTED BY:

Signature:



Date:

5/17/12

Name:

Tivoli Faaumu

Title:

Chief of Police

Agency:

Maui Police Department

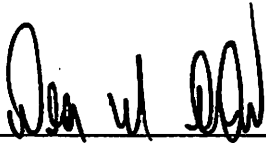
DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-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:



Date:

5/17/12

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

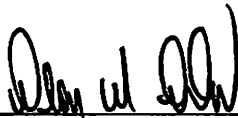
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- 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:



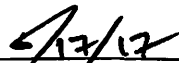
Name:

Tivoli Faumu

Agency:

Maui Police Department

Date:



Title:

Chief of Police

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: 6/17/17

Name: _____

Tivoli Faaumu
(Head of Agency or Designee)

Title: Chief of Police

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

**CERTIFICATION REGARDING FORENSIC MEDICAL EXAMINATION PAYMENTS
AND POLYGRAPH TESTING PROHIBITION**

As required by the Statutory Eligibility Requirements of the Violence Against Women Act (VAWA), STOP Formula Grant Program found in 42 U.S.C. 3796gg-4 and U.S.C. 3796gg-8 and implemented at 28 CFR Part 90,

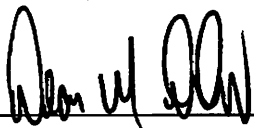
I certify that the Maui Police Department (name of Grantee) will:

1. Ensure victims of sexual assault will not incur out-of-pocket costs for forensic medical examinations by either providing such exams free of charge or arranging for victims to receive such exams free of charge, without regard to whether or not the victim participates in the criminal justice system or cooperates with law enforcement.
2. Coordinate with health care providers in the region to notify victims of sexual assault of the availability of forensic medical exams at no cost to victims.
3. Ensure that any victims of an alleged sexual offense as defined under federal, state, or local law will not be asked or required to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense by a state or unit of local government.

The undersigned understands and agrees, on behalf of the Grantee, that if it fails to comply with any of the provisions stated above, it will jeopardize the Grantee and the State of Hawaii from receiving any funds from the VAWA STOP Formula Grant.

SUBMITTED BY:

Signature:



Date:

6/17/17

Name:

Tivoli Faaumu
(Head of Grantee Agency or Designee)

Title: Chief of Police

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

**CERTIFICATION REGARDING FILING COSTS FOR CRIMINAL CHARGES OR
PROTECTION ORDERS AND JUDICIAL NOTIFICATION OF
FIREARMS PROHIBITION**

As required by the Statutory Eligibility Requirements of the Violence Against Women Act (VAWA), STOP Formula Grant Program found in 42 U.S.C. 3796gg-5 and 18 U.S.C. § 922(g)(8)-(9) and implemented at 28 CFR Part 90,

I certify that the Maui Police Department (name of Grantee) will:

1. Ensure its policies and practices do not require that the victim bear the costs associated with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a warrant, protection order, or a petition for a protection order to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or witness subpoena, whether issued inside or outside the state.
2. Provide notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of the title 18, United States Code and any applicable related federal, state, and local laws.

18 U.S.C. § 922(g)(8)-(9) states:

"It shall be unlawful for any person --

(8) who is subject to a court order that --

(A) was issued after a hearing of which such person received actual notice, and at which such person had an opportunity to participate;

(B) restrains such person from harassing, stalking, or threatening an intimate partner of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; and

(C) (i) includes a finding that such person represents a credible threat to the physical safety of such intimate partner or child; or (ii) by its terms explicitly prohibits the use, attempted use, or threatened use of physical force against such intimate partner or child that would reasonably be expected to cause bodily injury; or

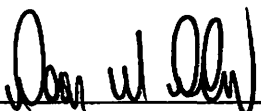
(9) who has been convicted in any court of a misdemeanor crime of domestic violence

to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce."

The undersigned understands and agrees, on behalf of the Grantee, that if it fails to comply with any of the provisions stated above, it will jeopardize the Grantee and the State of Hawaii from receiving any funds from the VAWA STOP Formula Grant.

SUBMITTED BY:

Signature:



Date:

6/17/17

Name:

Tivoli Faaumu
(Head of Grantee Agency or Designee)

Title: Chief of Police



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 28, 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 or 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 Faaumu, Chief of Police

Name and Title of Authorized Representative

Signature

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," "proposal," 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 Transactions," 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 records 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.

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; ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☒ Yes ☐ No

DUNS Number: 033608782

Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ 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, Chief of Police _____ [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 12/27/16

[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

Print or Type Name and Title

Signature

Date

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

OMB Control No. 1121-0340 Expiration Date: 12/31/2015

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.