

# POLICE DEPARTMENT RECEIVED

## COUNTY OF MAUI

ALAN M. ARAKAWA  
MAYOR  
GT/lu  
OUR REFERENCE  
YOUR REFERENCE

55 MAHALANI STREET  
WAILUKU, HAWAII 96793  
(808) 244-6400  
FAX (808) 244-6411  
January 30, 2017

2017 FEB -1 AM 9: 29  
OFFICE OF THE MAYOR  
TIVOLI S. FAAUMU  
CHIEF OF POLICE  
DEAN M. RICKARD  
DEPUTY CHIEF OF POLICE

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

For transmittal to:

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

RECEIVED  
2017 FEB -6 AM 9: 4  
OFFICE OF THE  
COUNTY CLERK  
APPROVED FOR TRANSMITTAL  
*[Signature]* 2/3/17  
Mayor Date

Dear Chair White and Members:

SUBJECT: STATEWIDE MARIJUANA ERADICATION TASK FORCE GRANT

In accordance with Ordinance No. 4334, Bill 62 (2016) Fiscal Year 2017 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 Statewide Marijuana Eradication Task Force grant for the period of January 1, 2017 to December 31, 2017 in the amount of \$35,501.00.

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

Sincerely,

*Tivoli S. Faumu*  
TIVOLI S. FAAUMU  
Chief of Police

cc: Lynn Araki-Regan, Budget Director

COUNTY COMMUNICATION NO. 17-85

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of January 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 County of Maui, a political subdivision of the State of Hawaii, whose business 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 I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U. S. C. §§ 3711 et seq., as amended (hereinafter "Act"), was enacted to make grants to states and units of local government, for use by the State or unit of local government to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following programs:

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

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

WHEREAS, Grantee, as an agency of the County of Maui, is qualified to receive funds available to Hawaii under the Act and its implementing regulations, contained in the Edward Byrne Memorial Justice Assistance Grant (JAG) State Solicitation, 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 respective 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 JAG Special Conditions attached hereto as Exhibit "A" and by reference incorporated herein. It is understood that this Contract includes as a part hereof any rules, relevant directives or instructions issued by the United States or the

Agency, including the provisions of the federal Office of Management and Budget 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 January 1, 2017 to and including December 31, 2017 unless this Contract is sooner terminated as hereinafter provided or unless this Contract is extended in accordance with Section L. of this Contract.

C. PERFORMANCE REQUIREMENTS AND CONDITIONS.

1. Grantee shall comply with the guidelines set forth in the Act and all applicable federal regulations and guidelines, including but not limited to guidance issued by the Bureau of Justice Assistance, 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 Bureau of Justice Assistance may require. Grantee shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter. Grantee shall submit monthly 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 Bureau of Justice Assistance is closed.

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

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

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

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

working order upon expiration or sooner termination of this Contract.

D. PERSONNEL.

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

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

E. SUBCONTRACTS.

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

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

F. SERVICES AS INDEPENDENT CONTRACTOR.

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

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

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

G. COMPENSATION.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed thirty-five thousand five hundred one and 00/100 dollars (\$35,501.00) 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 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.

L. MODIFICATION OF CONTRACT.

Any modification, alteration, amendment, or change to this Contract other than to the "Application For Grant" (attached hereto as part of Exhibit "A") or to the period during which this Contract is in effect in Section B, including increases (subject to the availability of funds) or decreases in the amount of compensation, permitted by this Contract shall be made by written supplemental agreement to this Contract and executed by Grantee and the Attorney General or the Attorney General's designee. Modifications, alterations or changes to provisions of the "Application For Grant" may be requested by Grantee, approved by the Administrator of the Crime Prevention and Justice Assistance Division on Agency's behalf, and made by substituting or inserting the revisions in Exhibit "A." Modifications, alterations or changes to the period during which this Contract is in effect may be requested in writing by Grantee or Agency, up to forty-five (45) days before the Contract would otherwise terminate, and shall be effective as of the date approved by the Administrator of the Crime Prevention and Justice Assistance Division (if requested by Grantee) or Grantee (if requested by Agency) and made by attaching a party's

written request with the other party's written approval thereon to this Contract. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

M. CONFLICT OF INTEREST.

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

N. TERMINATION OF CONTRACT.

1. If, for any cause, Grantee refuses or fails to satisfactorily fulfill in a timely or proper manner its obligations under this Contract or any extension thereof, or if Grantee breaches any of the promises, terms or conditions of this Contract and, having been given reasonable notice of and opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by Agency, Agency shall have the right to terminate this Contract by giving written notice to Grantee of such termination ten (10) calendar days before the effective date of such termination. The Grantee shall continue performance of the Contract to the extent it is not terminated. Notwithstanding termination of the Contract,

and subject to any directions from the Agency, the Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Grantee in which the Agency has an interest.

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

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

4. Grantee shall be entitled to receive only such compensation as shall have been satisfactorily earned prior to the effective date of termination. Agency shall determine the amount of work satisfactorily completed and the amount of compensation satisfactorily earned. If the termination is for cause, any other provisions to the contrary notwithstanding,

Grantee shall not be relieved of liability to Agency for damages sustained by Agency because of any breach by Grantee of this Contract.

O. WAIVER.

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

P. DISPUTES; GOVERNING LAW; VENUE.

Any dispute concerning a matter of fact arising under this Contract or any subcontract, which is not disposed of by mutual agreement within fifteen (15) calendar days, shall be decided by the Attorney General, or the Attorney General's duly designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to Grantee. The decision of such person shall be final and

conclusive. Pending final decision of such dispute, Grantee shall proceed diligently with the performance of this Contract in accordance with Agency's request. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Except as otherwise provided in this Section, any action to enforce this Contract or for breach of this Contract shall be brought only in a State court of competent jurisdiction in Honolulu, Hawaii.

Q. ADDITIONAL CONDITIONS.

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

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

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

APPROVED AS TO FORM:

*Diana 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 1-24-17

APPROVED RECOMMENDED:

By Tivoli S. Faumu  
Print Name Tivoli Faumu  
Title Chief of Police  
Date 11/28/16

County of Maui ("Grantee")

By [Signature] ("GRANTEE")  
Print Name [Signature] Alan Arakawa  
Title Mayor  
Date 12/16/16

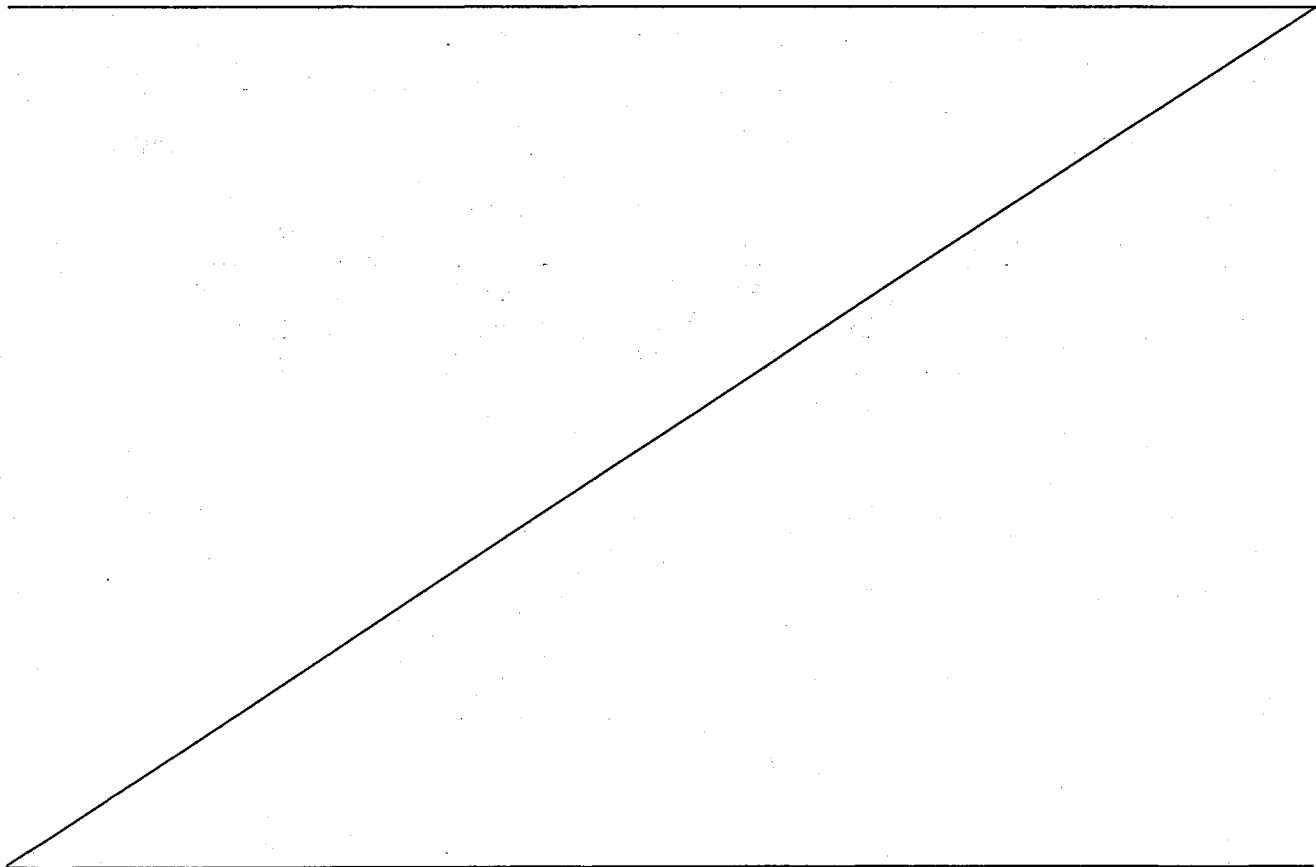
APPROVED AS TO FORM AND LEGALITY

By [Signature]  
Print Name JL Sheppard  
Title Deputy Corporation Counsel  
Date 12/5/2016

By [Signature]  
Print Name Danilo Agsalog  
Title Director of Finance  
Date 12/08/16

2016-1727

By [Signature]  
Print Name Sananda Buz  
Title Budget Director  
Date 12/02/16





CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION  
DEPARTMENT OF THE ATTORNEY GENERAL  
APPLICATION FOR FY 2015 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG)

PART I. TITLE PAGE

- A. PROJECT TITLE: STATEWIDE MARIJUANA ERADICATION TASK FORCE (SMETF)
- B. APPLICANT AGENCY: MAUI POLICE DEPARTMENT  
SYSTEM FOR AWARD MANAGEMENT (SAM)
- C. REGISTRATION:  Yes  No DUNS No. 33608782
- D. APPLICATION RANKING WITHIN AGENCY: \_\_\_\_\_ (as determined by agency head)
- E. ADDRESS: 55 MAHALANI STREET City WAILUKU Zip 96793  
PRIMARY PLACE OF
- F. PERFORMANCE: City MAUI COUNTY State HI Zip + 4 digits 96793-
- G. PROJECT PERIOD: From January 1, 2017 To December 31, 2017
- H. AUTHORIZED PURPOSE AREA: Law Enforcement Programs
- I. PRIORITY AREA: Drug threats and drug related crimes
- J. TYPE OF APPLICATION: New  Continuation
- K. TOTAL PROJECT AMOUNT: \$ 35,501.00
- L. OTHER FUNDING SOURCES:  
Is the proposed project seeking other sources of funding? Yes  No  If yes, then provide name of source and the amount of funds that is being sought: Source DCE/SP Amount \$90,000 est.

M. PROJECT DIRECTOR

Name: Donald K. Kanemitsu Title: Captain  
Address: 55 Mahalani Street Wailuku, HI 96793  
Telephone: 808-244-6456 Fax: 808-244-6458  
E-Mail: donald.kanemitsu@mpd.net

N. FINANCIAL OFFICER

Name: Lesley Ann Uemae Title: Accountant I  
Address: 55 Mahalani Street Wailuku, HI 96793  
Telephone: 808-244-6309 Fax: 808-244-6317  
E-Mail: \_\_\_\_\_

FOR CPJAD USE

Date received: November 16, 2016 Project Number: 15-DJ-13

EXHIBIT A

**APPLICATION FOR FY 2015 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG)**

**PART II. DESCRIPTION OF PROJECT**

**A. THE PROBLEM**

We are constantly reminded that marijuana is a frequent precursor to the use of more dangerous drugs. The trend we have been seeing continued in 2015. In nearly every search warrant executed by our Vice Division marijuana is present with other hard drugs. Furthermore, when questioned, suspects relate they started off using marijuana before getting into the other narcotics like cocaine, crystal methamphetamine, etc. Since Hawaii's inception of the so called medical marijuana card I have received complaints from parents whose children are suffering from forced exposure to second hand marijuana smoke. In both cases the victims reside next door to people who possess a medical marijuana card and have no consideration for their neighbors. The children complain of headaches and nausea. Innocent members of our community don't deserve to be victimized. Our 911 Emergency Dispatch Center further confirmed receiving numerous call/complaints regarding the same. Uniformed Patrol Officers are dispatched and on most occasions nothing can be done being the responsible party has a marijuana card. Unfortunately, the total amount of such calls for service are not tracked with the volume of calls for service dispatch receives. What message are proponents and our law makers sending to our children? We as parents, grandparents, teachers, mentors, etc. teach our kids drug use is bad. What do we tell them when they ask if drugs are bad why are they fighting to legalize it? Or worse, if drug use is bad why is it legal?

Hawaii's rough terrain coupled with the difficulties of its islands being separated by bodies of water creates a unique situation for our enforcement efforts (hence the requirement of helicopters). The cultivators become increasingly more creative and willing to traverse difficult terrain to evade enforcement efforts by task force members and law enforcement as a whole. Further, our tropical climate provides greater yields and higher potency which in turn allows them to command a premium price for their product. This in itself drives these individuals or organizations to take these risks. Funding for this project allows law enforcement and the task force to combat these narcotics organizations (cultivators, distributors, and users). Funding provides task force members the availability to search for and enter these illegal grow sites and destroy same. Without this funding source agencies throughout Hawaii would not be able to access (via helicopter) and destroy these illicit crops that poison our youth and communities as a whole.

The task force attacks the aforementioned problem on two ends. We disrupt the cultivation, distribution, sale, and export of this illegal narcotic on a local level and have increased the screening of incoming parcels from outside of the State. All in an effort to protect our youth and communities from the ill effects of this narcotic and where its use leads to, harder drugs, crimes against property (thefts, burglaries, property damage, etc.), and crimes against persons (assaults, abuse, robberies, murder).

Listed below are some statistics for CY 2015 as it relates to Maui County and the SMETF project.

	CY2015
Marijuana Investigations	78
Search warrants	33
Marijuana Plants Eradicated	2,223
Processed Marijuana	1,801.46g
Hashish	136.07g
Hash candy	63 pieces
Currency/property seized	\$5,780.00

**A few of our highlighted cases for calendar year 2015. It should be noted that what is listed below is just a taste of the cases generated for the period.**

**On January 6, 2015**, Canine Unit was conducting routine parcel interdiction at the FedEx sort facility when Officer MACKNIGHT observed a suspicious parcel with indicators of possible narcotic smuggling. Canine "Agi" was utilized to screen the parcel and alerted to the parcel indicating the odor of illegal narcotics emanating from within. Mailing information revealed that the parcel was sent from Seattle, Washington to a residence in Kihei, Hawaii. A search warrant obtained and executed upon the parcel resulted in the recovery of 137.97 grams of candy containing THC. Physical checks conducted at the address revealed that no one by the name on the parcel label name resided at the address nor did anyone desired to claim ownership of the parcel.

All checks made on the mailing information through MPD's ILEADS system, State of Hawaii's Department of Motor Vehicle records (HDL), and Criminal Justice Inquiry System (CJIS) were negative.

**On March 2 2015**, the Canine Team consisting of Officer Jamie WRIGHT and Narcotic Detection Canine "Nasi" were called to assist the Wailuku Patrol Division on a narcotic investigation. Upon completion of the investigation, a vehicle was towed to the Wailuku Police Department where it was secured pending a Search Warrant. Search Warrant 2015-0075 was initiated which resulted in the recovery of 242.05 grams of processed Marijuana, \$1,000.0 of United States Currency and drug paraphernalia associated with the packaging, concealment and ingestion of illegal drugs.

**On March 17, 2015** the Canine Team consisting of Officer Halayudha MACKNIGHT and Narcotic Detection Canine "Agi" were conducting parcel interdiction at the Fed Ex sort facility when Officer MACKNIGHT located a suspicious parcel. Upon completion of the canine screening, the parcel was recovered and secured at the Wailuku Police Station pending a Search Warrant. Search Warrant 2015-0098 was initiated which resulted in the recovery of 498.77 grams of processed Marijuana and drug paraphernalia associated with the packaging and concealment of illegal drugs.

**On April 23, 2015**, at approximately 0700 hours, the canine team of Officer Mike VICTORINE and Narcotic Detection Canine "Nouska" were conducting routine parcel interdiction at the UPS sort facility located at 885 Haleakala Highway, Kahului, Hawaii, 96732. While conducting interdiction on the inbound sort, Office VICTORINE observed a suspicious parcel with indicators

of possible narcotic smuggling. After pulling the parcel from the sort, Officer VICTORINE proceeded to utilize Narcotic Detection Canine "Nouska" to screen the parcel. Shortly, after canine "Nouska" alerted to the parcel indicating the odor of illegal narcotics emanating from within.

According to the UPS parcel, the parcel was being sent from a Stacy Shymansky, 133 E De La Guerra Street, Santa Barbara, California and was to be delivered to a Lopaka JANKS, 3073 Akaka Drive, Kihei, Hawaii 96753. There was no phone number on the parcel. Officer VICTORINE conducted State of Hawaii License checks and utilized the department's ILEADS system to conduct checks for the name of "Lopaka JANKS". However, no "Lopaka JANKS" was found in either system.

On April 23, 2015 at approximately 1040 hours, Assisting members of the Vice Division and Officer Mike VICTORINE executed Search Warrant #2015-0148 upon the subject parcel. As a result of the search, 66.31 grams of a liquid concentrate of Marijuana (Hashish Oil) was recovered from within the parcel.

Upon completion of the Search Warrant 2015-0148, the following narcotic cases were documented; Promoting A Harmful Drug in the First Degree and Prohibited Acts Related to Drug Paraphernalia. Officer VICTORINE will conduct a follow-up at the residence and with UPS management personnel in order to identify the person receiving the parcel.

**On May 8, 2015** at approximately 1130 hours, Officer Halayudha MACKNIGHT and Assisting members of the Vice Division executed Search Warrant #2015-0164 upon the subject parcel. As a result of the search, 166.72 grams of processed Marijuana, 0.07 grams of Hashish and a packet of papers titled "Resurrection Day for POP", which is literature describing the overthrow of the United States Government was recovered from within the parcel.

Upon the completion of the Search Warrant, a Promoting A Detrimental Drug in the Second Degree and Promoting A Harmful Drug in the Fourth Degree were documented. After examining the contents within the parcel and video footage from the Fed Ex security cameras, the responsible in sending the parcel is believed to be James KIMMEL. Officer MACKNIGHT will attempt to make contact with KIMMEL and obtain a statement regarding the contents with parcel

**October 5<sup>th</sup>, 2015**, K-9 team Wright/"Nasi" responded to a patrol call for service where Patrol Officers were on a traffic stop. Upon effecting the traffic stop Officers observed the operator attempting to conceal what appeared to be a large quantity of marijuana within the vehicle. Consent was requested but the operator refused. Wright/"Nasi" responded and screened (with a positive alert). A search warrant was secured and executed on October 7<sup>th</sup> which resulted in the recovery of 558.71g of processed marijuana. This case was also forwarded to the prosecutor's office for adjudication.

**October 22, 2015**, K-9 team MacKnight/"Agi" intercepted a parcel while conducting routine parcel screening at the Fed Ex facility. A search warrant was secured and executed upon the parcel on October 23<sup>rd</sup>. As a result of the search, 136g of hashish and 131.3g of processed marijuana was recovered. A follow up investigation into the recipient resulted in an admittance. This case has been forwarded to the prosecutor's office.

## B. GOALS AND OBJECTIVES

### SMETF GOALS AND OBJECTIVES

The overall goal of the SMETF project is to eradicate illegal marijuana throughout the state of Hawaii through the coordination of operations and the sharing of information, personnel, and resources. The goal is to use five methods to suppress marijuana in the state: outdoor eradication operations, indoor marijuana cultivation investigations, parcel investigations, undercover operations, and training programs.

#### Objective 1:

Ensure law enforcement agencies in different jurisdictions work together as a single enforcement entity with the ability to improve communication, share intelligence, and coordinate activities. This allows for more efficient use of resources and targeting of offenders whose activities cross jurisdictional boundaries. Increase support personnel to assist other law enforcement agencies in the State of Hawaii during marijuana eradication or task force investigations at least 5 times during the project period. Task force members will attend quarterly meetings pertaining to marijuana investigations, interdictions, or eradications.

#### Objective 2:

Decrease the number of individuals responsible for marijuana cultivation and/ or distribution by making a minimum of 5 arrests.

#### Objective 3:

Decrease the number of marijuana plants grown in the community by detecting and eradicating at least 4,000 growing marijuana plants during the project period and complete 7 outdoor eradication and 2 of indoor grow missions in our county. Note: this with funding assistance from another source.

#### Objective 4:

Reduce the number of processed marijuana, marijuana concentrate, and drug assets on the street by seizing a minimum of 4,000grams of marijuana, 100 marijuana edibles, as well as weapons, U.S. currency, and other drugs as applicable.

#### Objective 5:

Decrease the number of indoor marijuana grows cultivated in the community by investigating and dismantling at least 2 marijuana in-door grows.

#### Objective 6:

Increase the knowledge of officers by providing 2 trainings in topics pertaining to safety procedures for the investigation, recognition, dismantling, and successful prosecution of marijuana cultivation. Note: Funding during this project period is limited.

#### Objective 7:

Increase the knowledge of community members/groups by giving at least 4 drug demand reduction presentations at schools and in the community.

Objective 8:

Increase the ability to complete eradications across Hawaii by participating in 7 joint task force eradication missions in another county.

Objective 9:

Increase the parcel related intelligence by completing 20 new parcel investigations.

C. ACTIVITIES WITH A TIMELINE

1. The participating task force agencies shall work in a coordinated effort in accordance with the Memorandum of Understanding (MOU) and will keep an updated copy at each department. Currently, the SMETF is spear headed by the Drug Enforcement Administration (DEA). Dates of the missions will be coordinated with the task force at the DEA facilitated task force meetings.
2. Task force members will attend meetings pertaining to marijuana investigations, interdictions, or eradications. This will also be a time to standardize equipment and procedures for all SMETF member agencies.
3. Eradication missions will be planned by utilizing privately owned rented helicopters. Marijuana plants will be located and destroyed by manual eradication. DEA and National Guard helicopters will be used to assist in spotting the marijuana patches, and for security of the working helicopters. SMETF will conduct surveillance of major marijuana patches in an attempt to apprehend marijuana growers cultivating their crops. When possible, remote surveillance cameras, thermal imaging devices, or other surveillance equipment will be utilized to determine the most productive time to conduct manual surveillance at particular marijuana patches. Arrests will be made accordingly as the investigations develop.
4. The task force will direct their investigative efforts towards utilizing the helicopters to land personnel in patches to manually pull or cut marijuana plants. When necessary, surveillance and/or surveillance equipment will be surreptitiously implanted to assist in investigations. Undercover personnel will also be utilized if the investigation warrants. Development of confidential informants will also be utilized to promote investigations, obtain search warrants, and for intelligence gathering.
5. If warranted, arrests will be made in conjunction with confiscating evidence such as the marijuana plants, processed marijuana, U.S. currency, weapons, etc. Forfeitures will be aggressively pursued by the Forfeiture Sergeant once the arrests have been made and assets have been identified.
6. The task force will direct their investigative efforts towards identifying and disrupting and/or dismantling indoor and outdoor grows by using informants in the arena and identify different sources of information about different businesses that supply the equipment needed for an indoor grow.

7. Task force members will direct their investigative efforts towards recovering illegal indoor and outdoor marijuana.
8. Training of personnel is an essential component to the drug enforcement program. Training will include attending conferences and workshops with topics that will be beneficial in increasing the attendees' knowledge and work performance. Training topics include safety precautions, investigative and undercover techniques, rappelling, rappel master, drug canine training, informant management and development, search warrants, forfeitures, surveillance techniques, intelligence development and sharing, medical marijuana issues, and other relevant subjects. Training will be selected upon availability and need.
9. Some of the conferences that would provide training in the aforementioned subjects would be the National Marijuana Institute (NMI) Conference, Campaign Against Marijuana Planting (CAMP), California Narcotics Officers Association (CNOA) Conference, Asian Organized Crime Conference, Undercover Techniques Conference, Domestic Cannabis Eradication Suppression Program (DCE/SP) Conference, Inter-County Criminal Intelligence Unit (ICCIU) Conference, National Technical Investigators Association (NATIA), etc. Rappel Masters will certify officers to rappel, and will tie our ropes on the helicopters that are utilized to conduct manual eradication.
10. Educating students and the community members about drug demand reduction will be completed in schools and within the community.
11. Joint task force operations and missions will be coordinated during the DEA task force meetings. The lead agency will be responsible for collecting and reporting the statistics from that joint task force eradication. Each county will be responsible for their own expenses when their officers travel to another jurisdiction (i.e. airfare, ground transportation, per diem, etc.).
12. Investigative efforts will be directed identifying shipments of parcels and its perpetrators of out-of-state marijuana being imported to Hawai'i.

#### SCHEDULE & TIMELINE:

Marijuana eradications will be scheduled for approximately seven months throughout a 12-month period. It will be scheduled during task force meetings, and in conjunction with other task force commitments and availability of the private working helicopters. Enforcement activities will occur in response to complaints made by the public, and officers developing intelligence to initiate an investigation.

As mentioned prior, equipment will be purchased for new incoming task force members and replaced for those with equipment deemed unsafe due to normal wear and tear.

**The task force has encountered (within the past several years) backyard grows with numerous plants. These sites claim to have several permits and or claim to be caregivers. We make every attempt to verify this information with the State's permitting agency (being most cannot produce proof). In not so many words, this has been unsuccessful. We are looking to improve the verification system and increase our ground crew teams to support**

**our members in the air and enforce non-compliant locations.**

#### EQUIPMENT:

The purchase/replacement of safety equipment such as ropes, carabineers, "D" Rings, flight suits, boots, equipment bags, goggles, helmets, tactical/ballistic raid vests/helmets (non-standard issue), etc. to be conducted on a "as needed" basis. The aforementioned equipment is utilized while conducting manual eradication, surveillance, search warrant entries, and while in flight in a spotter or security capacity. Normal wear and tear (officer safety) as well as supplying a new incoming task force member will dictate the need to purchase said equipment.

#### TARGET POPULATION:

We will participate in public education forums and community meetings to enhance public support of our efforts, as well as educating the public and private groups on the effects of illicit drugs, and drug awareness.

Each active police department within the SMETF will primarily serve their counties' populations. However, they will assist other counties as needed, as the drug traffickers and dealers have no boundaries. It makes sense that we each should concentrate on our home county, due to the separation by water, each department knowing their own county's problems, strengths, and drug trends. The task force will supplement each county police department and the state Department of Land & Natural Resources.

Marijuana eradication missions conducted by the Maui Police Department will target the three populated island that make up Maui County. We will also assist other islands throughout the state with their missions as needed.

#### TRAINING/TECHNICAL ASSISTANCE:

We will attend and participate in training relating to marijuana eradication, safety precautions, investigative and undercover techniques, rappelling, rappel master, drug canine training, informant management/development, search warrants, forfeitures, surveillance techniques, intelligence development/sharing, medical marijuana issues, and other relevant subjects. Training will be selected upon availability and need. **Note: task force members will seek funding through another source due to limited funding in this project.**

Rappel Master will certify our officer to rappel and or in stabo line operations and be responsible to tie ropes on helicopters being utilized to conduct manual eradication. If any surveillance equipment needs are beyond the capabilities of our sworn officers, the Technical Equipment Specialist will provide training and/or installment/operation of the equipment. He/She may also assist other agencies when needed.

#### AVAILABLE RESOURCES:

Maui Police Department's Vice Division sworn personnel (21) along with the Hawaii National Guard Counter Drug Intelligence Analyst assigned to Maui Vice, the Technical Equipment



Specialist, and other task force personnel will be utilized to carry out all of the investigations and eradication missions. This may also include assistance from other county Police Departments, the Department of Land & Natural Resources, the Hawaii National Guard, Coast Guard, and National Park Rangers.

When requested, Maui Vice personnel will support other agencies' missions and investigations. The civilian Clerk III will provide office and Statistical support.

Note: The task force operates marijuana eradication missions from March to as late as December on some occasions. This is dependent upon the availability of funding, manpower, helicopter services, and if the majority of locations have been searched over.

Maui Vice officers' equipment will be provided through grant funding and departmental budget.

Working private helicopters (Windward Aviation and Volcano Helicopters) will be hired utilizing program grant funding.

Spotting and security/safety helicopters will be provided by the Hawaii National Guard and Coast Guard (when available).

Communications/radios will be supplied by the Maui Police Department, Department of Land and Natural Resources, Drug Enforcement Administration, and the contracted private helicopters.

#### **GAINS/BENEFITS/IMPROVEMENT/IMPACT:**

We will continue our efforts to curtail outdoor grows. We will arrest offenders involved in the cultivation, distribution, and use of marijuana (illegally). Creative means are needed to identify, locate, and dismantle indoor grows. If the project is maintained, it will undoubtedly continue to disrupt the cultivation, distribution, sale, and use of marijuana. The unwavering efforts of the task force will either deter the aforementioned or result in their removal by incarceration. Their illegally obtained assets would be seized and ultimately forfeited. Monies from these forfeitures will benefit the criminal justice system by providing training, equipment, and funding for capital improvement projects. Disrupting the cultivation, distribution, sale, and use of marijuana will create a better quality of life for our residents and visitors alike.

#### **D. PROJECT ORGANIZATION AND MANAGEMENT**

The Project Director shall be the Captain of the Vice Division. The Captain shall be responsible for the overall project. The Captain shall report to the Assistant Chief of the Investigative Services Bureau. The Financial Officer shall be the Accountant I of the Maui Police Department, who shall be responsible for the timely submission of all financial reports relative to this project. Project accountability shall be maintained by the Project Director submitting monthly reports to the Assistant Chief of the Investigative Services Bureau for review. The monthly report will also be forwarded to the Financial Officer for cross referencing and review of expenditures. The Financial Officer will provide the Project Director with a monthly fiscal report to be utilized as a cross reference.

E. PERSONNEL

All personnel assigned to this project will be employed full-time by the Maui County Police Department and the Hawaii National Guard. There will be no hires for this project.

The Vice Captain is responsible for directing and managing the Vice Division which is responsible for narcotics investigations, gambling/morals investigations, and forfeiture investigations. The Captain is also tasked with managing and administering the grant projects.

The Vice Narcotics Lieutenant is responsible for the field operations of the narcotics unit, and he reports directly to the Vice Captain.

The 2 Vice Narcotics and one (1) K-9 Sergeants are responsible for the field supervision of the investigators and coordination of the drug investigations and marijuana eradication. They report directly to the Vice Narcotics Lieutenant.

The 13 Narcotics Officers are responsible for conducting drug investigations and eradication, and report directly to their Sergeants. 3 of the 13 officers also have drug detector canines as collateral duty. Note: 13 count when fully staffed. We currently have 1 vacancy.

The Intelligence Analyst is from the National Guard Counter-drug program, and is charged with intelligence and statistical work for the narcotics unit, and reports directly to the Vice Captain. The analyst also is responsible to assist with the collection and reporting of the marijuana eradication statistics.

The Gambling/Morals Sergeant is charged primarily with overseeing operations on the gambling/morals investigations. However, he is also assigned part time to the narcotics unit, and assists with narcotics surveillance, search warrant execution, mass arrests investigations, marijuana eradication, etc. He reports directly to the Vice Captain.

The Gambling/Morals Officers (3) are responsible to conduct gambling/morals investigations, and reports directly to the Gambling/morals Sergeant. However, they are also assigned part time to the narcotics unit, and assists with narcotics surveillance, search warrant execution, mass arrests investigations, marijuana eradication, etc. Note: 3 officers when fully staffed. We currently have 1 vacancy.

The Forfeiture Sergeant is responsible for all of the departments forfeitures. However, he is also assigned part time to the narcotics unit, and assists with narcotics surveillance, search warrant execution, mass arrests investigations, marijuana eradication, etc. He reports directly to the Vice Captain.

The Intelligence Analyst is from the National Guard Counter-drug program charged with intelligence and statistical work for the Narcotics Unit, and reports directly to the Vice Captain. The analyst also is responsible to assist with the collection and reporting of the marijuana eradication statistics.

The Technical Equipment Specialist is responsible for the maintenance, ordering, repair, and replacement of the surveillance equipment. He/she also provides in-service training to the sworn officers for the narcotics and the gambling/morals units. However, is also assigned part time to the narcotics unit, as most of the surveillance equipment is utilized by the narcotics unit. He/she reports directly to the Vice Captain.

No jobs would be saved or created if this project would be approved.

F. BRIEF PERSONNEL BIOGRAPHIES

Captain Donald Kanemitsu has been with the Maui Police Department for 26 years, and has been in his current assignment as head of the Vice Division for 5 years. He served as the Commander, Sergeant, and Officer within the Criminal Intelligence Unit throughout his years of service.

Lt. Jerald Perkett has been with the Maui Police Department for approximately 19 years, and has assumed his current assignment as the second in command (Lieutenant) for the Vice Division.

Sgt. Christopher Gantala has been with the Maui Police Department for about 13 years and will be assigned to the Vice Division as one of the Narcotics Investigations Sergeant starting June 1<sup>st</sup>, 2016. He had previously served in the Vice Division as an investigator within the Gambling/Morals Unit and as the Vice Division's Forfeiture Investigations Sergeant.

Sgt. Lance Marks has been with the Maui Police Department for approximately 18 years. He recently returned to the Unit as a supervisor and has previously been assigned to the Vice Narcotics Unit for 5 years as an investigator.

Sgt. Kenneth Doyle has been with the Maui Police Department for 17 years, and has been in his current position as the K-9 unit supervisor for about 5 years. He has served as a K-9 handler for the unit for about 6 years prior to his promotion.

Ofc. Brandon Rodrigues has been with the Maui Police Department for approximately 11 years, and has been in his current assignment for about 6 years as a Narcotics Unit P.O. III investigator.

Ofc. Jaimie Wright has been with the Maui Police Department for approximately 14 years, and has been assigned to the Vice Division as a P.O. III investigator and canine handler for about 4 years.

Ofc. Halayudha Macknight has been with the Maui Police Department for approximately 11 years, and has been assigned to the Vice Division as a P.O. III investigator and canine handler for about 4 years.

Ofc. Martin Marfil has been with the Maui Police Department for approximately 13 years, and has been assigned to the Vice Division as a P.O. III investigator in the Narcotics Unit for approximately 2 years.

Ofc. Herman Marfil has been with the Maui Police Department for approximately 6 years and has

recently been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit.

Ofc. Craig Stephens has been with the Maui Police Department for approximately 9 years and has recently been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit.

Ofc. David Jacobkzak has been with the Maui Police Department for approximately 4 years and has recently been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit.

Ofc. Mike Victorine, has been with the Maui Police Department for approximately 25 years, and has been in his current assignment with the Vice Division as a P.O. III investigator and canine handler for about 4 year. Victorine had previously held this position for about 9 years.

Ofc. Melvin Pigao has been with the Maui Police Department for approximately 6 years and has recently been assigned with the Narcotics Unit as a P.O.III investigator.

Ofc. Lucas Hetzler has been with the Maui Police Department for approximately 5 years and has recently been assigned with the Narcotics Unit as a P.O.III investigator.

Ofc. Alika Mullen has been with the Maui Police Department for approximately 5 years and has been in his current assignment with the Narcotics Unit as a P.O.III investigator for a year.

Ofc. Aaron Souza has been with the Maui Police Department for approximately 6 years and has been in his current assignments with the Narcotics Unit as a P.O.III investigator for about a year.

Sgt. Michael Bates has been with the Maui Police Department for approximately 25 years. He has recently returned to the Gambling/Morals unit as a supervisor. He previously served as a Police Officer III investigator in the Gambling/Morals Unit for about 9 years.

Ofc. Joseph DeoSantos has been with the Maui Police Department for 3 years and has recently assumed his position as a Police Officer III investigator in the Gambling/Morals Unit.

Ofc. Jerry Barrera has been with the Maui Police Department for 5 years and has recently been appointed to the Gambling/Morals Unit as a Police Officer III investigator.

Accountant I Lesley Uemae shall serve as the Financial Officer. She has been with the Maui Police Department about 6 years and has a Bachelors degree in Accounting from the University of Hawaii. She also has four years experience conducting personal/company tax returns and audits for government departments and non-profit organizations.

Technical Equipment Specialist Jason Kohama has been an employee of the Maui Police Department for 5 years now as a technician within our radio shop. He has held this position for about 3 years.

Intelligence Analyst Lia Oyama has been with the Hawaii Air National Guard for approximately 10 years, and has been assigned to the Counter-drug Support Program with the Narcotics Unit for 5 years.

Other Officers or Sergeants may be transferred into the Vice Division during the project period.

All job descriptions are on file with the Administrative Services Section, with the job description for the Intelligence Analyst on file with the Hawaii National Guard.

G. PARTICIPATING AGENCIES

The lead agency and facilitator for the SMETF will be the Drug Enforcement Administration who coordinates meetings, activities, eradication mission scheduling, etc.

The county police departments participating in the SMETF will conduct marijuana eradication, marijuana enforcement activities and training within their own counties. They will also provide assistance on an "as needed" basis to the other participating agencies. The Department of Land and Natural Resources (DLNR) will conduct marijuana eradication, marijuana enforcement activities, and training on state lands, and provide assistance on an as needed basis to the other participating agencies.

The SMETF is comprised of the following primary agencies:

- Honolulu Police Department
- Kauai Police Department
- Maui Police Department
- State Narcotics Enforcement Division (NED)

Other participating agencies shall include the Drug Enforcement Administration, U.S. Coast Guard, U.S. Attorney General, Department of Land and Natural Resources, Hawaii National Guard (HING), Hawaii County Police Department, Civil Air Patrol and the County Prosecutor's Offices. Aformentioned agencies will provide assistance and support in the form of personnel (for surveillance, investigations, etc.), air surveillance, equipment, training, and prosecution of suspects in either state or federal court.

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

The following data will be collected monthly and reported during the 6-month progress report and annual report respectively.

1. The number of joint task force meetings attended, where it was located, and dates of the meeting.
2. Copy of the MOU on file.
3. The number of persons arrested responsible for marijuana cultivation and/or distribution.
4. The number of marijuana plants eradicated and street value.
5. The number of outdoor eradication mission in our county.

6. The number of indoor grows dismantled in our county.
7. The number of grams seized in processed marijuana, marijuana concentrate, and marijuana edibles (number of) with street value.
8. Number of weapons, U.S. currency, and number of "other drugs", other than marijuana (in grams), seized as applicable.
9. The number of officers trained and types/dates of training received.
10. The number of drug demand reduction presentations given to schools and community members, and the dates of said presentations.
11. Number of joint task force eradications, dates of the eradication, and county the mission took place.
12. Number of parcel investigations.
13. Number of new indoor and outdoor grow investigations.
14. Number of indoor and outdoor grow investigations closed.

I. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM/SUSTAINABILITY PLAN:

Law Enforcement executives are often quoted as saying that a strong majority of crime is drug related. Programs of this nature can play a definite role in the reduction of crime. Proactive enforcement efforts to reduce supply of this gateway drug will hopefully reduce the amount of drug users transitioning to harder drugs. The aforementioned transition can and has led to thefts, burglaries, robberies, assaults, domestic violence, and even murder with the user desperate to fund their habit or just being in an altered state of mind. This being said, it is our belief that the continued attack of this problem at its source (marijuana) can prevent an increase in crime and ultimately reduce crime in our communities.

The sustainability of this task force and its efforts are simple. Continue to pool resources (manpower, expertise, funding, etc.), Continue and ultimately improve communications with sister agencies to share information, educate/train investigators on new trends and safety issues, and continue to work vigorously to infiltrate upper level drug trafficking organizations. We do this with the hope of improving the quality of life for our residents and visitors alike.

**APPLICATION FOR FY 2015 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG)**

**PART III. BUDGET DETAIL AND EXPLANATION**

**BUDGET DETAIL:**

COST ELEMENT					AMOUNT
<b>A. Salaries and Wages</b>					
Position Title	No. of Positions	Monthly rate	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Salaries and Wages</b>					<b>\$0</b>
<b>B. Fringe Benefits</b>		Employee Benefits @ _____ %			
Position Title	No. of Positions	Monthly Rate	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Fringe Benefits</b>					<b>\$0</b>
<b>C. Consultants/Contracts</b>					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
	\$		<input type="checkbox"/> Consultant <input type="checkbox"/> Contract		
	\$		<input type="checkbox"/> Consultant <input type="checkbox"/> Contract		
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
	\$			\$	
<b>Total Consultants/Contracts</b>					<b>\$0</b>

COST ELEMENT					AMOUNT
<b>D. Transportation and Subsistence</b>					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
Marijuana eradication missions/training	\$822.50	10	2-3	\$8,225.00	
	\$			\$	
	\$			\$	
<b>Total Transportation and Subsistence</b>					<b>\$8,225.00</b>
<b>E. Office Supplies</b>					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Office Supplies</b>					<b>\$0</b>
<b>F. Equipment</b>					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
Task force member non-standard issue equipment to include but not limited to items listed in below listed explanation.	21	\$346.48		\$7,276.00	
<b>Total Equipment</b>					<b>\$7,276.00</b>
<b>G. Other Costs</b>					
	Quantity	Cost by Unit		Subtotal	
Aircraft (helicopter rental)	20hrs.	\$1,000.00		\$20,000.00	
		\$		\$	
		\$		\$	
<b>Total Other Costs</b>					<b>\$20,000.00</b>
<b>H. Indirect Costs</b>					
	Base	Rate (%)		Subtotal	
	\$			\$	
	\$			\$	
<b>Total Indirect Costs</b>					<b>\$</b>
<b>TOTAL PROJECT COSTS</b>					<b>\$35,501.00</b>



## BUDGET EXPLANATION:

### A. Salaries and Wages

N/A

### 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

N/A

### D. Transportation and Subsistence

- Send 10 Officers to eradication missions, and/or to assist in marijuana investigations on other islands to include Molokai and Lanai. These missions can be 2 or 3 days.

Air Fare \$200.00 X 2 Officers x 5 missions = \$2,000.00

Ground Transportation \$50.00 X 3 days X 5 missions = \$750.00

Per diem \$22.50 X 11 quarters X 10 Officers = \$2,475.00

Estimated excess lodging \$300.00 X 10 Officers = \$3,000.00.

**Total = \$8,225.00** (Expenses would average \$822.50 per officer)

### E. Office Supplies

N/A

### F. Equipment

- Supplies such as Nomex (fire retardant) flight suits, identification insignias for said suits, ropes, harnesses, boots, carabineers, equipment bags, rain gear, goggles, helmets, non-standard issue level IIIA ballistic protection (helmet and or plate carrier), etc. Supplies will need to be replaced due to normal wear and tear while new supplies are ordered for new task force members that replace outgoing members. There are 21 personnel in the Vice Unit. **Note: The cost for the above mentioned equipment varies and is dependent upon need. It is not possible to provide a specific amount due to the aforementioned explanation. Total amount for this category is \$7,276.00.**

### G. Other Costs

- **Aircraft Rental:** privately owned helicopters would need to be rented to transport personnel to and from the patches for eradication purposes, spotting marijuana patches, surveillance, and to transport the marijuana plants/evidence, etc \$1,000.00 an hour X 20 hours = \$20,000.00.

### H. Indirect Costs

N/A

#### **IV. Attachments**

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF JAG SPECIAL CONDITIONS

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

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

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

The BJA reporting periods and due dates are:

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

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

The semi-annual reporting periods and due dates are:

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

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

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](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](mailto: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](http://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 OJP Training Guiding Principles for Grantees and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

8. Information Technology Compliance

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

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.

9. 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.

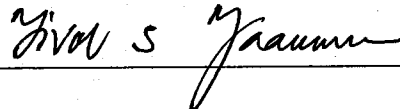
10. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

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.

11. Integrity and Leadership Online Training for Task Force Projects

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

SUBMITTED BY:

Signature:  Date: 11/28/16  
Name: Tivoli Faumu Title: Chief of Police  
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF CONDITIONS

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

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

SUBMITTED BY:

Signature: Tivoli S. Faumu Date: 11/28/16  
Name: Tivoli Faumu Title: Chief of Police  
Agency: Maui Police Department



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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department 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**

*Tivoli S Faaumu*

**Signature**

*11/28/16*

**Date**

Maui Police Department

**Name of Organization**

55 Mahalani Street

**Address of Organization**

Wailuku, Hawaii 96793



## **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.**

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature: Tivoli S. Faamu Date: 11/28/12  
Name: Tivoli Faamu Title: Chief of Police  
Agency: Maui Police Department

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:

Tivoli S. Faaumu

Date:

11/28/16

Name:

Tivoli Faaumu  
(Head of Agency or Designee)

Title:

Chief of Police

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: Tivoli S Faamu Date: 11/28/16

Name: Tivoli Faamu Title: Chief of Police

Agency: Maui Police Department

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Maui Police Department		DUNS Number: 33608782
Address: 55 Mahalani Street, Wailuku, Hawaii 96793		
Grant Title: Statewide Marijuana Eradication Task Force	Grant Number: 15-DJ-13	Award Amount: \$35,501
Name and Title of Contact Person: Donald Kanemitsu, Project Director		
Telephone Number: 808-244-6456	E-Mail Address: donald.kanemitsu@mpd.net	

### Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
- Recipient is a nonprofit organization.
- Recipient is an Indian tribe.
- Recipient is an educational institution.
- Recipient is a medical institution.
- Recipient is receiving an award less than \$25,000.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient] is  
not required to prepare an EEO 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.

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO 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 EEO 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 EEO 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 EEO 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 EEO is on file at the following office:  
\_\_\_\_\_  
[organization],  
\_\_\_\_\_  
[address].

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### Section C—Declaration Stating that an EEO Utilization Report 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 EEO Utilization Report to the OCR for review.

I, Tivoli Faamu, 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 EEO in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on 12/30/16 \_\_\_\_\_ [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

TIVOLI S FAAMU, CHIEF of POLICE \_\_\_\_\_ [responsible official]  
Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date 11/28/16

## 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.**

#### 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.

#### Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, 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](mailto: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 7<sup>th</sup> 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.