POLICE DEPARTMENT
COUNTY OF MAUI

MICHAEL P. VICTORINO
MAYOR
MM/lu
OUR REFERENCE

YOUR REFERENCE

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

TIVOLI S. FAAUMU
CHIEF OF POLICE

DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

May 20, 2019

RECEIVED
2019 MAY 22 AM 11: 2
OFFICE OF THE COUNTY CLERK

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

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

APPROVED FOR TRANSMITTAL

Acting Mayor 5/22/19 Date

For transmittal to:

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

Dear Chair King and Members:

SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS

In accordance with Ordinance No. 4963, Bill 11 (2019) relating to the Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the grant agreement with the State of Hawaii, Department of the Attorney General for the Enhanced Physical Evidence Detection grant for the period of April 1, 2019 to December 31, 2019 in the amount of $55,685.00.

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. Faaumu

TIVOLI S. FAAUMU
Chief of Police

Enclosures

COUNTY COMMUNICATION NO. 19-237

Project Number 17-DJ-06

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of April 1, 2019, by and between the Department of the Attorney General, State of Hawaii, hereinafter called "Agency," by and through the Attorney General, and the 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 respective implementing regulations, contained in the Edward Byrne Memorial Justice Assistance Grant (JAG) State Solicitation, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and has applied to Agency for receipt of the same as a subgrantee;

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

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

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

A. <u>SCOPE OF SERVICES</u>.

Grantee shall, in a proper and satisfactory manner, as determined by Agency, and in accordance with the terms and conditions of this Contract, use the funds received under this Contract for the purposes stated herein and in accordance with the "Application For Grant" (Parts I through IV including all certifications required under Section C) and the Acceptance of JAG Special Conditions attached hereto as Exhibit "A" and by reference incorporated herein. It is understood that this Contract includes as a part hereof any rules, relevant directives or instructions issued by the United States or the Agency, including the provisions of the federal Office of Management and Budget's Uniform Guidance and the effective edition of the Department of Justice Programs' financial manual entitled "DOJ Grants Financial Guide."

B. TERM OF CONTRACT.

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

C. PERFORMANCE REQUIREMENTS AND CONDITIONS.

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

2. Grantee shall comply with all the ordinances, codes, rules and regulations of the Federal, State and local government which in any way affect its performance under this Contract.

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

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

suspension or debarment, or other sanctions which, in turn, shall result in the withdrawal of funds from Grantee and/or the unavailability of future funding for Grantee.

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

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

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

8. Grantee shall comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 which prohibits discrimination in employment and in the delivery of services or benefits on the basis of race, color, national origin, religion, or sex; Title VI of the Civil Rights Act of 1964 which prohibits discrimination in the delivery of services or benefits on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 which prohibit discrimination in employment and in the delivery of services or benefits based on disability; Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in

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

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

10. Grantee shall maintain accounting procedures and practices acceptable to Agency, and books, records, documents and other evidence which sufficiently, accurately and properly reflect all direct and indirect expenditures and all interest or other income earned as the result of funds provided pursuant to this Contract. Grantee shall ensure that its own books, records, and documents are available for inspection, reviews or audits at

all reasonable times by Agency or the United States Department of Justice. In addition, Grantee shall prepare and submit to the Agency reports in such form and at such times as Agency or the Bureau of Justice Assistance may require. Grantee shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter. Grantee shall submit monthly requests for funds and cash balance reports fifteen (15) calendar days after the end of each month. The final fiscal reports must be received by Agency within sixty (60) days after the date this Contract terminates or unless mandated earlier by Agency. Records and financial accounts shall be retained by the Grantee and shall be accessible to Agency and the United States Department of Justice for at least three years after Agency's grant with the Bureau of Justice Assistance is closed.

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

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

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

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

D. PERSONNEL.

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

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

E. SUBCONTRACTS.

Grantee may provide some or all of the services required under this Contract by subcontract provided that Grantee secures the prior written consent of Agency. In the event Grantee enters into a subcontract with a private organization to perform any of the services or activities required under this Contract, Grantee agrees that the period of each subcontract shall not exceed the term of this Contract, and funds to the private organization will not be released unless and until the requirements set forth in applicable state law and implementing rules are complied with by the subcontractor. All subcontracts shall include provisions to ensure that Grantee is capable of satisfying the requirements of this Contract. All subcontracts shall be reduced to writing and shall include all provisions of this Contract required of Grantee.

F. SERVICES AS INDEPENDENT CONTRACTOR.

1. In the performance of the services required under this Contract, Grantee shall be an independent contractor with the authority to control and direct the performance and

details of the work and services required under this Contract; however, Agency shall have the right to inspect work in progress to determine whether, in Agency's opinion, the work is being performed by Grantee in accordance with the provisions of this Contract. All persons hired or used by Grantee shall be Grantee's agents and employees and Grantee shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by its agents and employees. Furthermore, Grantee intentionally, voluntarily, and knowingly assumes the sole and entire liability if such liability is determined to exist, to its agents and employees or to third persons, for all loss, cost, damage or injury caused by Grantee's agents and employees in the course of their employment. The performance of work under this Contract alone shall not be construed as employment with the State of Hawaii and shall not entitle Grantee's agents and employees to vacation, sick leave, retirement, or other benefits directly afforded state employees by statutes. Grantee shall be responsible for payment of all applicable federal, state, and county fees which may become due and owing by the Grantee by reason of the Contract, including but not limited to (i) income taxes,(ii) employment related fees, assessments and taxes and (iii) general excise taxes. The Grantee also is responsible for obtaining all licenses, permits and certificates that may be required in order to perform this Contract.

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

G. <u>COMPENSATION</u>.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed <u>fifty-five thousand six hundred eighty-five and 00/100 dollars ($55,685.00)</u> to be spent for the purposes of this Contract. This sum represents any and all compensation to be paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses which it incurs or may incur in connection with this Contract.

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

H. METHOD OF PAYMENT.

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

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

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

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

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

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

I. INDEMNIFICATION.

1. It is strictly understood that the State of Hawaii shall in no way be held liable for any damages, cause of action or suits resulting from the acts, activities, or omissions of Grantee. Grantee shall indemnify and save harmless the State of Hawaii, Agency, and their officers, agents, and employees from and against any and all liability, loss, actions, claims, suits, damages, costs or expenses, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of Grantee, its officers, employees, agents, or subcontractors occurring during or in connection with the performance of Grantee's services under this Contract, or arising out of or resulting from breach of this Contract by Grantee. Grantee shall defend the State of Hawaii, Agency, and their officers, agents, and employees against any such action or claim unless the action or claim involves an act or omission solely of Agency, its officers, agents, or employees.

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

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

J. CONFIDENTIAL MATERIAL.

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

K. COPYRIGHT AND PATENT.

The Agency shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Grantee pursuant to this Contract, and all such material shall be considered "works made for hire." No summary, report, map, chart, graph, table, study or other documents or discovery, invention, or development produced in whole or in part with funds made available under this Contract shall be the subject of an application for copyright or patent by or on behalf of Grantee, its officers, agents, or its employees, or its subcontractors without prior written authorization from Agency. To the extent that any material, summary, report, map, chart, graph, table, study, or other documents, or discovery, invention, or development under this Contract is not recognized as a "work made for hire" as a matter of law, Grantee hereby assigns to the Agency any and all copyrights in and to the material.

L. MODIFICATION OF CONTRACT.

Any modification, alteration, amendment, or change to this Contract other than to the "Application For Grant" (attached hereto as part of Exhibit "A") or to the period during which this Contract is in effect in Section B, including increases (subject to the availability of funds) or decreases in the amount of compensation, permitted by this Contract shall be made by written supplemental agreement to this Contract and executed by Grantee and the Attorney General or the Attorney General's designee. Modifications, alterations or changes to provisions of the "Application For Grant" may be requested by Grantee, approved by the Administrator of the Crime Prevention and Justice Assistance Division on Agency's behalf, and made by substituting or inserting the revisions in Exhibit "A." Modifications, alterations or changes to the period during which this Contract is in effect may be requested in writing by Grantee or Agency, up to forty-five (45) days before the Contract would otherwise terminate, and shall be effective as of the date approved by the Administrator of the Crime Prevention and Justice Assistance Division (if requested by Grantee) or Grantee (if requested by Agency) and made by attaching a party's written request with the other party's written approval thereon to this Contract. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

M. CONFLICT OF INTEREST.

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

N. <u>TERMINATION OF CONTRACT</u>.

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

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

3. In the event of termination of either type, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material prepared by

Grantee, under this Contract shall, at the option of Agency, become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and surrendered to Agency on or before the effective date of termination.

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

O. WAIVER.

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

P. DISPUTES; GOVERNING LAW; VENUE.

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

Q. ADDITIONAL CONDITIONS.

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

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

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

APPROVED AS TO FORM:

Deputy Attorney General, State of Hawaii

By

Print Name Dana Viola
Its First Deputy Attorney General
Date APR 2 3 2019

APPROVED RECOMMENDED:
By
Print Name Tivoli Faaumu
Title Chief of Police
Date 2/25/19

County of Maui, ("Grantee")
By , ("GRANTEE")
Print Name Michael P. Victorino
Title Mayor
Date 3/12/2019

APPROVED AS TO FORM AND LEGALITY
By
Print Name J. L. Sheppard
Title Deputy Corporation Counsel
Date 3-8-2019

By
Print Name SCOTT K. TERUYA DIRECTOR OF FINANCE - COUNTY OF MAUI
Title Director of Finance
Date MAR 1 1 2019

By
Print Name Michele M. Yoshimura
Title Budget Director
Date 3/4/19

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

PART I. TITLE PAGE

A. PROJECT TITLE: Enhance Physical Evidence Detection

B. APPLICANT AGENCY: Maui County Police Department

C. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION: ☒ Yes ☐ No **DUNS No.** 033608782

D. APPLICATION RANKING WITHIN AGENCY: _______ (as determined by agency head)

E. ADDRESS: 55 Mahalani Street **City** Wailuku **Zip** 96793

F. PRIMARY PLACE OF PERFORMANCE: **City** Wailuku **State** HI **Zip + 4 digits** 96793-1273

G. PROJECT PERIOD: **From** April 1, 2019 **To** December 31, 2019

H. AUTHORIZED PROGRAM AREA: Law Enforcement Programs

I. PRIORITY AREA: Forensic Capablities - Technological Improvement and An evidence-based initiative

J. TYPE OF APPLICATION: **New** ☒ **Continuation** ☐

K. TOTAL PROJECT AMOUNT: **$** 55,685

L. OTHER FUNDING SOURCES:

Is the proposed project seeking other sources of funding? Yes ☐ No ☒ If yes, then provide name of the source or grant program and the amount of funds that is being sought: Source Amount $_____

M. PROJECT DIRECTOR

Name: Anthony Earles Title: Police Evidence Specialist III
Address: MPD: Forensics/ID Unit, 55 Mahalani St., Wailuku, HI 96793
Telephone 808-463-3830
E-Mail: anthony.earles@mpd.net

N. FINANCIAL OFFICER

Name: Lesley Ann Uemae Title: Accountant II
Address: MPD: Administrative Services, 55 Mahalani St., Wailuku, HI 96793
Telephone: 808-270-8266
E-Mail: LesleyAnn.Uemae@mpd.net

FOR CPJAD USE			
Date received:	1/30/2019	**Project Number:**	17-DJ-06

EXHIBIT A

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

PART II. DESCRIPTION OF PROJECT

A. THE PROBLEM

The Maui County Police Department's increased ability to find and capture physical evidence in the least destructive manner possible and to provide high quality, timely results is hampered by its current available resources. Currently, searching for physical evidence is conducted using white light, followed by blue and green forensic light sources. More intrusive manners are then employed depending on item composition and surface characteristics, such as black powder and chemical treatments (which may take up to 24-hours to complete). In 2018, we processed 522-evidence items involved in 38-cases. Increased effectiveness of evidence detection and identification will produce physical evidence which can be used by investigators to expedite on-going investigation leads and to assist prosecutors in court cases. Quite often the presence of individualized evidence such as fingerprints and DNA will lead defense counsel to make plea arrangements, leading to quicker sentencing and reducing costs to court systems. The increases in property crimes in our tourism-based community could have devastating impact on visitors' experiences. Drug-related property crimes affect everyone in our community by placing our residences/vehicles in possible jeopardy. The ability of our judicial system to successfully keep repeat offenders from committing future criminal acts depends greatly on physical evidence. Fingerprint evidence is quicker and relatively easier to document, as compared to DNA which takes longer (given DNA laboratory caseloads) and/or is more expensive (average of approximately $1,000 per sample, not including fees for testimony appearances - one case can easily cost $20, 000 for related DNA results to be presented in court).

The need for better quality equipment has been recognized. The Department's Forensics/Identification Unit has actively researched available products to assist in their efforts. The full spectrum imaging workstation allows for examination of an item for presence of latent fingerprint impressions and other trace evidence (body fluids, hairs, fibers, gunshot residue, bitemarks and forged documents), without requiring powder (physical) or chemical processing, and the capture of high quality digital images - which are searchable in the FBI's AFIS (Automated Fingerprint Identification System, managed by the Hawaii Criminal Justice Data Center). The workstation includes Infra Red capturing capabilities, which our evidence processing section currently doesn't have, and the ultraviolet component allows for hands-free image capturing in high resolution. The 27-inch screen will allow for more thorough initial examination of value latent impressions. The workstation can be networked, allowing for easier and faster transfer of latent images to the secured location, which can then be accessed by the latent examiner from their designated digital image processing station for further analysis. The new workstation will allow for more time efficient latent evidence examination, evaluation and image capture, than what our current capabilities allow for - increasing the value and quantity of fingerprint evidence for prosecution in court. Maui County, and the state of

Hawaii, depends on tourism to provide funding for community services and structure. Increasing property crimes targeting tourists could have negative impact on visitation to our islands.

B. GOALS AND OBJECTIVES

GOAL: To increase the detection abilities of physical evidence, particularly latent fingerprints on evidence items, in the least destructive manner possible.

Objectives:

1. To increase the number of latent fingerprints detected on firearms-related evidence from 4 recoveries and 2 useable fingerprints to 20 recoveries and 10 usable fingerprints.
   - In 2018 we processed firearms/ammunition in 12-cases, resulting in 4-fingerprint recoveries, with 2-useable fingerprints.

2. Increase the percent of useable fingerprint evidence on firearms related evidence from 3% to 6% within the fist 9 months of implementation.
   - Traditional methods reveal an average of 3% useable fingerprint evidence on firearms and related evidence. Using the various wavelengths of light from this full spectrum imaging workstation, we anticipate doubling the success of fingerprint searching results on firearms and ammunition to 6% within the first 9-months of implementation.

3. To increase the number of latent fingerprints detected on non-firearm evidence items from 102 recoveries with 26 usable fingerprints to 202 recoveries and 50 usable fingerprints.
   - Current procedures for non-destructive latent print processing involve search with ambient light, two wavelengths of forensic light sources, followed by physical processing by use of powders, then chemical processing through sequentially-designed methods which ultimately can alter or destroy the original condition of the evidence. In 2018 we processed 44-cases involving non-firearm evidence (drug paraphernalia and drug packagings comprising the majority), resulting in 102-fingerprint recoveries (78-lifts and 24-digital images) with 26-useable fingerprints.

4. Decrease the processing of evidence time from two days to four hours.
   - The full spectrum imaging workstation will add significant non-destructive steps to the process through use of an array of 12 varied wavelength lamps and filters. Currently, processing of items can take days from start to finish. Using the full spectrum imaging workstation, we hope to shorten processing times by at least half: creating high quality useable results within 4-hours.

5. To increase the number of gunshot residue (GSR) recovery cases involving the dishcarge of firearms from 21 cases to 30 cases.

6. To increase the number of cases with trace evidence on clothing/surfaces from 9 cases to 20.

7. To reduce the time it takes to send GSR evidence items to the laboratory for confirmatory testing, from 2 months months to 30 minutes.
   - The full spectrum imaging workstation infrared components provide high contrast particle details within minutes, providing preliminary information relative to target distance from firearm muzzle, which is valuable to the investigation.

8. Increase the number of analysts that are trained in the utilization of this full spectrum imaging workstation from zero to three.
   - The Forensics/Identification Unit team members (3 people) will receive hands-on, on-site instruction from a technical expert provided by the system manufacturer.

9. Increase the knowledge Forensic Unit team members have about the full spectrum imaging workstation by verifying competence and successful utilization of the system through a utilization test.

C. PROJECT ACTIVITIES

Our Crime Scene Unit has been searching through various technologies and investigating vendor options since 2011, by participating in professional association tradeshows, educational sessions at conferences, and even hosting a vendor's visit to Maui in 2017 to present a similar system to MPD command staff. We have been in discussions with neighboring departments who have conducted similar pursuits, and ultimately purchased and implemented the full spectrum imaging workstation.

Month 1-3: The purchase of the full spectrum imaging workstation will conform to the procurement process, which may take up to 3-months.

Month 3-5: Once Maui Police Department completes the purchase of the full spectrum imaging workstation and other equipment (see list below), in Month 5 MPD expects to have the full spectrum imaging workstation delivered to the Crime Scene Unit in the County's Forensic Facility.

Month 7: MPD Forensics/ID Unit will be trained on-site. Training will one-on-one for 8-hours for each operator (3) in sessions conducted by a technical operations expert from the system manufacturer in the Maui Forensic Facility for the three Police Evidence Specialists and one Fingerprint Identification Technician in the Unit. Each 8-hour session will provide educational presentations on the relative theories supporting the full spectrum imaging workstation technology and hands-on use of all components to ensure competent and productive utilization of the entire system.

Month 7: Success of the training will be documented by internal validation studies completed by each user prior to use on actual evidence items and by successful completion of internal competency tests. Items processed with the full spectrum imaging workstation will be tracked and documented throughout the analyses to provide data for comparison to project objectives.

Equipment with the full spectrum imaging workstation may include:

- A large display and articulating arm for hands-free imaging
- Needed software
- Computer
- Camera
- Foot Pedal (for hands-free image capture)
- Light Source
- UV Lens
- LED lamps
- Filters
- UV Faceshield
- UV Goggles

The full spectrum imaging workstation is user-friendly and will easily fit within our Evidence Processing Laboratory. The system is used to search evidence items in order to find fingerprints, narcotics residue, bodily fluids, common ignitable liquids, and even alterations to documents. Once the evidence is located, the investigator can use the system to capture the high resolution image. The use of the ultraviolet light sources in combination with various filters will expedite searches for fingerprints within minutes, replacing techniques that may require waiting 24-hours for chemical development.

Detectives trying to make an arrest can also use the system to produce investigative leads that may help the suspect decide to cooperate with the investigation, reducing possible lengthy and costly court proceedings.

D. PROJECT ORGANIZATION AND MANAGEMENT

The Project Director, Anthony EARLES, Police Evidence Specialist III, will coordinate the execution of the project once funding has been secured by Fiscal Officer, Lesley Ann UEMAE, Accountant II. A dedicated accounting code will be set up by the County of Maui Director of Finance. The execution of the project will involve procurement of full spectrum imaging workstation system, delivery to the Maui Police Department, installation in the Forensic Facility, coordination of the on-site training for all system users, monitoring of internal validation performance checks, formulation and implementation of the related departmental procedures, and monitoring of the data collected as applicable to the performance measures of the objectives.

The full spectrum imaging workstation will be located in the County of Maui's Forensic Facility, 1831 Wili Pa Loop, Wailuku, HI 96793, where the Forensics/Identification Unit is located. The Unit is part of Criminal Investigations Division, Investigative Services Bureau of the Maui County Police Department. The Project Director reports to the Commander of Criminal Investigations Division, Captain Clyde HOLOKAI. The Fiscal Officer reports to MPD Business Administrator, Ms. Melissa MAGONIGLE.

E. PERSONNEL

Existing team members who will be receiving the training on operation of the system:
Anthony EARLES, Police Evidence Specialist III - supervisor of the Forensics/ID Unit
Maureen CLAYTON, Police Evidence Specialist I
Darna MIGUEL, Fingerprint Identification Technician

F. BRIEF PERSONNEL BIOGRAPHIES

Existing team members who will utilize the system:
Anthony EARLES, Police Evidence Specialist III - supervisor of the Forensics/ID Unit
Amber CORPUZ and Maureen MOFFIT, Police Evidence Specialist I
Darna MIGUEL, Fingerprint Identification Technician

All four team members are active members of the International Association for Identification. Mr. EARLES is a Certified Crime Scene Investigator by The Association's Crime Scene Certification Board. All three Evidence Specialists have received their Masters of Science degrees in Forensic Science, and Bachelor of Science degrees in Biology. Ms. MOFFIT has a second Bachelor of Science degree in anthropology and Mr. EARLES has a minor in Chemistry. Mr. EARLES has been with MPD since March 2006, Ms. CORPUZ since January 2017 and Ms. MOFFIT since February 2018. Ms. MIGUEL has been with MPD since April 1990, serving as fingerprint examiner since 1991, combining ten print verifications and latent fingerprint analysis. Numerous IAI-approved trainings have been completed by all team members.

G. PARTICIPATING AGENCIES

The full spectrum imaging workstation will be operated/maintained by members of the Maui Police Department's Criminal Investigations Division: Forensics/Identification Unit.

The administrators of Hawaii's AFIS is the Hawaii Criminal Justice Data Center, Department of the Attorney General.

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

1. To increase the number of latent fingerprints detected on firearms-related evidence from 4 recoveries and 2 useable fingerprints to 20 recoveries and 10 usable fingerprints.
   - Number of latent fingerprints detected on firearms-related evidence.
     - ➢ Data will be maintained during the project period to track the number of firearms-related evidence items being processed with the full spectrum imaging workstation, as well as the number(s) of fingerprint(s) detected and documented on each item. Implementation goal using the full spectrum imaging workstation is to recover/document 8-fingerprints on firearms/ammunition, with 4-useable fingerprints generated.

2. Increase the percent of useable fingerprint evidence on firearms related evidence from 3% to 6% within the fist 9 months of implementation.
   - Number of usable fingerprint evidence on firearms-related evidence.

3. To increase the number of latent fingerprints detected on non-firearm evidence items from 102 recoveries with 26 usable fingerprints to 202 recoveries and 50 usable fingerprints.
   - Number of fingerprints detected on non-firearm evidence.
     - ➢ Data will be maintained during the project period to track the number of evidence items being processed with the full spectrum imaging workstation, as well as the number(s) of fingerprint(s) detected and documented on each item. Implementation goal using the full spectrum imaging workstation is to recover/document #-fingerprints on non-firearm evidence (drug paraphernalia and drug packagings comprising the majority), resulting in 204-fingerprint recoveries (digital images) with 52-useable fingerprints.

4. Decrease the processing of evidence time from two days to four hours.
   - Start and end time of processing a piece of evidence using the full spectrum imaging workstation, evident by a processing log sheet.

5. To increase the number of gunshot residue (GSR) recovery cases involving the discharge of firearms from 21 cases to 30 cases.
   - Number of cases GSR is recovered from the discharge of firearms.
     - ➢ Data will be maintained during the project period to track the number of GSR evidence items being processed with the full spectrum imaging workstation, as well as the number(s) and specific types of trace evidence (fibers, hairs, bodily fluids, etc.) detected and documented on each item. Implementation goal using the full spectrum imaging workstation is to increase GSR documentation (to now include distance determinations) on all cases involving the discharge of firearms, and to conduct more effective searches of clothing/surfaces with additional recovery and documentation of trace evidence. Current GSR includes X-Cat System presumptive testing, with laboratory confirmation, and we do not have the ability to photograph GSR prior to any recovery efforts – which may contribute distance determinations to our investigations.

6. To increase the number of cases with trace evidence on clothing/surfaces from 9 cases to 20.
   - Number of cases with trance evidence on the clothing/surface.

7. To reduce the time it takes to send GSR evidence items to the laboratory for confirmatory testing, form 2 months months to 30 minutes.
   - Start and end time when evidence is sent and confirmed for testing, evident by an evidence log sheet.

8. Increase the number of analysts that are trained in the utilization of this full spectrum imaging workstation from zero to three.
   - Number of analysts trained, evident by training certificates and sign in sheets.

9. Increase the knowledge Forensic Unit team members have about the full spectrum imaging workstation by verifying competence and successful utilization of the system through a utilization test.
   - Number of team members that report competence in the use of the full spectrum imaging workstation evident by the training session survey.
   - Number of team members that pass the competence exam/validation study.

The Project Director, Mr. Anthony EARLES, will be responsible for data collection and reporting accordingly as required. All data will be collected and entered into an excel data worksheet. A dedicated database will be developed to easily track data. Output measures will include the total number of items searched with the full spectrum imaging workstation, the number of positive results (fingerprint ridge details or GSR or trace evidence), the results of associated forensic analyses due to the evidence items being detected by use of the full spectrum imaging workstation (AFIS, GSR confirmatory testing, trace evidence analyses, etc.), and other related highlights produced by use of the full spectrum imaging workstation (confessions, court pleas, etc.) during the project period.

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

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

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

The implementation of technology to detect evidence that may have gone undetected is vital to improving the scientific evidence that is used throughout the criminal investigations and judicial processes. The historical significance and uniqueness of fingerprints is proven to expedite court proceedings, if not avoiding trials all together. Criminal cases are built upon foundations of facts - physical evidence being the strongest, most reliable and convincing. Physical evidence presents itself as remnants of the crime scene, to be combined with possible testimonial evidence during presentation to courts. Identification of suspects within a scene are solidified by presence of fingerprints and/or DNA in the vicinity of other evidence of the crime, particularly when the suspect has no authorized access to said area. Expediting sentencing will remove possible additional criminal acts against our communities by bringing justice to the victims quickly and responsibility for actions to those who have committed crimes. Historical research indicates that those who commit property crimes may escalate their criminal activities and commit more serious offenses if left undeterred.

This full spectrum imaging workstation is self-sustaining: once purchased, there will only be software updates and low-cost bulbs to replace throughout the life of the system. These systems provide years of service for numerous agencies (see attached list). Maui Police Department will be responsible for any costs beyond the 1-year manufacturer's warranty.

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

PART III. BUDGET DETAIL AND EXPLANATION

BUDGET DETAIL:

COST ELEMENT					AMOUNT
A. Salaries and Wages					
Position Title	No. of Positions	Monthly rate	Subtotal		
		$	$		
		$	$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		$		$	
		$		$	
				Total Salaries and Wages	$0
B. Fringe Benefits	Employee Benefits @_____%				
Position Title	No. of Positions	Monthly Rate	Subtotal		
		$	$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		$		$	
				Total Fringe Benefits	$0
C. Consultants/Contracts					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/ Contract Service	Select as Appropriate		
Installation and on-site Training	$6,050	4 Days	☒ Consultant	☐ Contract	
	$		☐ Consultant	☐ Contract	
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
				Total Consultants/Contracts	$6,050

COST ELEMENT		AMOUNT

D. Transportation and Subsistence

Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
				Total Transportation and Subsistence	$0

E. Office Supplies

Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal	
		$	$	
			Total Office Supplies	$0

F. Equipment

Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal	
CrimeCam Lab FSIS	1	$46,421	$46,421	
		$	$	
		$	$	
			Total Equipment	$46,421

G. Other Costs	Quantity	Cost by Unit	Subtotal	
Shipping/Freight	1	$1,125	$1,125	
Sales Tax	1	$2,089	$2,089	
			Total Other Costs	$3,214

H. Indirect Costs	Base	Rate (%)	Subtotal	
	$		$	
			Total Indirect Costs	$0

TOTAL PROJECT COSTS $55,685

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:

N/A

C. Consultants/Contracts

The full spectrum imaging workstation installation and on-site training will take place at Maui Police Department's Forensic Facility, and includes 1 day equipment installation and 3 days of face-to-face training. This contract is for a total of $6,050 which includes a training and installation market rate of $450/day and reasonable market rate travel costs for one trainer to travel to MPD. This will include costs for the round trip flight, incurred baggage costs, rental car, hotel, meals and parking at the airport.

Total: $6,050

D. Transportation and Subsistence

N/A

E. Office Supplies

N/A

F. Equipment

Equipment with the full spectrum imaging workstation may include items such as:

- A large display and articulating arm for hands-free imaging
- Needed software
- Computer
- Camera
- Foot Pedal (for hands-free image capture)
- Light Source
- UV Lens
- LED lamps
- Filters
- UV Faceshield
- UV Goggles

Total: $46,421

G. Other Costs

Shipping/freight charges (89-pounds) for the full spectrum imaging workstation: $1,125

Hawaii Sales Tax (4.5% GET) for the full spectrum imaging workstation: $2,089

Total: $3,214

H. Indirect Costs

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

Grantee understands and agrees that CPJAD may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CPJAD awards.

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

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

   The BJA reporting periods and due dates are:
   - January 1 - March 31 Due: April 15
   - April 1 – June 30 Due: July 15
   - July 1 - September 30 Due: October 15
   - October 1 - December 31 Due: January 15

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

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

   The semi-annual reporting periods and due dates are:
   - January 1 - June 30 Due: July 15
   - July 1 - December 31 Due: January 15

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

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

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

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

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

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

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

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

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

7. Federal Leadership on Reducing Text Messaging While Driving

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

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

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

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

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

9. Information Technology Compliance

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

10. Duplicate Award of Federal Funds

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

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

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

12. Integrity and Leadership Online Training for Task Force Projects

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

13. Prohibited Conduct Related to Trafficking in Persons

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

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

14. General Appropriations-Law Restrictions

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

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

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

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

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

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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

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

17. Restrictions on "Lobbying"

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

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

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

SUBMITTED BY:

Signature: Tivoli S Faaumu Date: 2/25/19

Name: Tivoli Faaumu 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 Faaumu   Date: 2/25/19

Name: Tivoli Faaumu   Title: Chief of Police

Agency: Maui Police Department

AG/CPJAD #14 06/02

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature: Tivoli S Faaumu Date: 2/25/19

Name: Tivoli Faaumu Title: Chief of Police

Agency: Maui Police Department

AG/CPJAD #3 06/02

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:

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

(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: 2/25/19

Name: Tivoli Faaumu Title: Chief of Police
(Head of Agency or Designee)

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 Faaumu Date: 2/25/19

Name: Tivoli Faaumu Title: Chief of Police

Agency: Maui Police Department

AG/CPJAD #15 (revised 7/2015)

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: Maui Police Department	
Address: 55 Mahalani Street	
Is agency a; ☐ Direct or ■ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☑ Yes ☐ No
DUNS Number: 033608782	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Anthony Earles	
Telephone Number: 808-463-3830	E-Mail Address: anthony.earles@mpd.net

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees. ☐ Indian Tribe ☐ Medical Institution.
☐ Nonprofit Organization ☐ Educational Institution ☐ Receiving a single award(s) less than $25,000.

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

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

Print or Type Name and Title *Signature* *Date*

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

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

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

______________________ [*organization*],

______________________ [*address*].

Print or Type Name and Title *Signature* *Date*

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

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

I, Tivoli S. Faaumu [*responsible official*], certify that the Maui Police Department [*recipient*], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on 12/30/16 [*date*] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

TIVOLI S. FAAUMU, CHIEF OF POLICE Tivoli S Faaumu 2/26/19

Print or Type Name and Title *Signature* *Date*

Section D—Declaration Stating that Recipient Subawards a Single Award Over $500,000

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

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space in necessary, please duplicate this page.

INSTRUCTIONS

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

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

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

OMB Approval No. 1121-0340 Expiration Date: 12/31/15

Public Reporting Burden Statement

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tivoli Faaumu, Chief of Police
Name and Title of Authorized Representative

Signature 2/25/19 Date

Maui Police Department
Name of Organization

55 Mahalani Street
Address of Organization

Wailuku, Hawaii 96813

Instructions for Certification

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

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

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

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

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

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

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary 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.