

ALAN M. ARAKAWA
Mayor



JOHN D. KIM
Prosecuting Attorney
ROBERT D. RIVERA
First Deputy Prosecuting Attorney

DEPARTMENT OF THE PROSECUTING ATTORNEY
COUNTY OF MAUI
150 South High Street
WAILUKU, MAUI, HAWAII 96793
PHONE (808) 270-7777 • FAX (808) 270-7625

RECEIVED
2018 JUL 16 AM 9:59
OFFICE OF THE
COUNTY CLERK

July 11, 2018

Mr. Sandy Baz
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

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

APPROVED FOR TRANSMITTAL

Mayor Date 7/13/18

For Transmittal to:

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

Dear Chair White:

SUBJECT: DOMESTIC VIOLENCE INVESTIGATION

In accordance with Ordinance No. 4861 Bill 57 (2018) Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the notice of grant award from the State of Hawaii, Department of the Attorney General Crime Prevention and Justice Assistance Division for the program listed above, grant number 16-WF-02 for the period of May 1, 2018 to April 30, 2019 in the total amount of \$73,840, where the federal funds award amount is \$55,380 and the 25% County match requirement totals \$18,460.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at ext. 7632.

Sincerely,

Handwritten signature of Robert Rivera in black ink.

Robert Rivera, First Deputy Prosecuting Attorney
for JOHN D. KIM, Prosecuting Attorney

Enclosure

C: Department of Finance, Ortaeine Acidera

COUNTY COMMUNICATION NO. 18-277

DAVID Y. IGE
GOVERNOR



RUSSELL A. SUZUKI
ATTORNEY GENERAL

STATE OF HAWAII
DEPARTMENT OF THE ATTORNEY GENERAL
CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
235 S. BERETANIA STREET, SUITE 401
HONOLULU, HAWAII 96813
(808) 586-1150
ag.hawaii.gov/cpja

DANA O. VIOLA
FIRST DEPUTY ATTORNEY GENERAL

June 14, 2018

The Honorable John D. Kim
Prosecuting Attorney
Department of the Prosecuting Attorney, County of Maui
150 South High Street
Wailuku, HI 96793

Dear Mr. Kim,

Enclosed for your review are two copies of the contract for the Domestic Violence Investigation (Project #16-WF-02). This contract has a project period of May 1, 2018 to April 30, 2019. Please sign as indicated, complete and sign the required certifications, and return both copies to our office. Also, please complete the Certificate of Collaboration. An original signed copy will be returned to you after the Attorney General has executed the contract.

If you have any questions, please contact Kevin Hinote at (808) 586-1153 or email at Kevin.R.Hinote@hawaii.gov.

Sincerely,

Shaleigh Tice
Branch Chief, Grants and Planning

Enclosures (2)
ST/KH

COPIES OF THIS
CORRESPONDENCE
DATE: 6/14/18 PM 3:11
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C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of May 1, 2018, 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 150 South High Street, Wailuku, Hawaii 96763, hereinafter called "Grantee", for the benefit of the Maui Department of the Prosecuting Attorney, which is identified as the applicant on the Exhibit "A" attached hereto.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Grantee is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations contained in the STOP Violence Against Women Formula Grant Program Guidance, 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 implementing regulations have been satisfied and that Grantee is capable of using the requested federal funds appropriately;

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

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

A. SCOPE OF SERVICES.

Grantee shall, in a proper and satisfactory manner, as determined by Agency, and in accordance with the terms and conditions of this Contract, use the funds received under this Contract for the purposes stated herein and in accordance with the "Application For Grant" (Parts I through IV including all certifications required under Section C) and the Acceptance of VAWA Special Conditions attached hereto as Exhibit "A" and by reference incorporated herein. It is understood that this Contract includes as a part hereof any rules, relevant directives or instructions issued by the United States or the Agency, including the provisions of the federal Office of Management and Budget'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 May 1, 2018 to and including April 30, 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 Office on Violence Against Women, 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 community organizations); Exec. Order No. 13166 and U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; the Hawaii State Fair Employment Practices Act, Chapter 378, Hawaii Revised Statutes; and all other applicable federal and state laws, rules and regulations.

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

10. Grantee shall maintain accounting procedures and practices acceptable to Agency, and books, records, documents and other evidence which sufficiently, accurately and properly reflect all direct and indirect expenditures and all interest or other income earned as the result of funds provided pursuant to this Contract. Grantee shall ensure that its own books, records, and documents are available for inspection, reviews or audits at all reasonable times by Agency or the United States Department of Justice. In addition, Grantee shall prepare and submit to the Agency reports in such form and at

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

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

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

13. Grantee shall submit progress reports as required for the Act funds to Agency as stipulated under Part

IV. of the Application for Grant, Attachments, Acceptance of VAWA Special Conditions.

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

15. Grantee shall ensure that Eighteen Thousand Four Hundred Sixty dollars (\$18,460.00) are available as matching funds to provide the services under this Contract. Grantee shall maintain records which clearly and accurately show the source, amount and the timing of match contributions. If, at the end of the Contract period, Agency determines that Grantee does not have the required matching contribution, Grantee shall return all of the federal portion of the project cost for which Grantee does not have the required match.

D. PERSONNEL.

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

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

E. SUBCONTRACTS.

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

subcontracts shall be reduced to writing and shall include all provisions of this Contract required of Grantee.

F. SERVICES AS INDEPENDENT CONTRACTOR.

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

afforded state employees by statutes. Grantee shall be responsible for payment of all applicable federal, state, and county fees which may become due and owing by the Grantee by reason of the Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. The Grantee also is responsible for obtaining all licenses, permits and certificates that may be required in order to perform this Contract.

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

G. COMPENSATION.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed Fifty-five Thousand Three Hundred eighty dollars (\$55,380.00) to be spent for the purposes of this Contract. This sum represents any and all compensation to be paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses which it incurs or may incur in connection with this Contract.

2. It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation

under this Contract to be payable out of federal funds, this Contract shall be construed to be an agreement to pay such portion to the Grantee only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

H. METHOD OF PAYMENT.

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

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

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

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

c. If an amount of reported expenditures is preliminarily determined by Agency to be inappropriate and

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

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

I. INDEMNIFICATION.

1. It is strictly understood that the State of Hawaii shall in no way be held liable for any damages, cause of action or suits resulting from the acts, activities or omissions of Grantee. Grantee shall indemnify and save harmless the State of Hawaii, Agency, and their officers, agents, and employees from and against any and all liability, loss, actions, claims, suits, damages, costs or expenses, including all attorneys'

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

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

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

J. CONFIDENTIAL MATERIAL.

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Contract which is identified as proprietary or confidential information that Agency requests to be kept confidential shall be safeguarded by the Grantee and shall not

be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of Agency. Grantee shall submit a completed Privacy Certification for review and approval prior to the expenditure of funds for the collection of identifiable research/statistical data. All information, data, or other material provided by the Grantee or the Agency shall be kept confidential only to the extent permitted by law. Grantee shall comply with the requirements of Chapters 487J, 487N and 487R, Hawaii Revised Statutes as applicable.

K. COPYRIGHT AND PATENT.

The Agency shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Grantee pursuant to this Contract, and all such material shall be considered "works made for hire." No summary, report, map, chart, graph, table, study or other documents or discovery, invention, or development produced in whole or in part with funds made available under this Contract (collectively and individually "material") shall be the subject of an application for copyright or patent by or on behalf of Grantee, its officers, agents, or its employees, or its subcontractors without prior written authorization from Agency. To the extent that any material, summary, report, map,

chart, graph, table, study, or other documents, or discovery, invention, or development under this Contract is not recognized as a "work made for hire" as a matter of law, Grantee hereby assigns to the Agency any and all copyrights in and to the material.

L. MODIFICATION OF CONTRACT.

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

the date approved by the Administrator of the Crime Prevention and Justice Assistance Division (if requested by Grantee) or Grantee (if requested by Agency) and made by attaching a party's written request with the other party's written approval thereon to this Contract. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

M. CONFLICT OF INTEREST.

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

N. TERMINATION OF CONTRACT.

1. If, for any cause, Grantee refuses or fails to satisfactorily fulfill in a timely or proper manner its obligations under this Contract or any extension thereof, or if Grantee breaches any of the promises, terms or conditions of this Contract and, having been given reasonable notice of and opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by Agency, Agency shall have the right to terminate this Contract by giving written notice to Grantee of such termination ten (10) calendar

days before the effective date of such termination. The Grantee shall continue performance of the Contract to the extent it is not terminated. Notwithstanding termination of the Contract, and subject to any directions from the Agency, the Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Grantee in which the Agency has an interest.

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

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

4. Grantee shall be entitled to receive only such compensation as shall have been satisfactorily earned prior to the effective date of termination. Agency shall determine

the amount of work satisfactorily completed and the amount of compensation satisfactorily earned. If the termination is for cause, any other provisions to the contrary notwithstanding, Grantee shall not be relieved of liability to Agency for damages sustained by Agency because of any breach by Grantee of this Contract.

O. WAIVER.

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

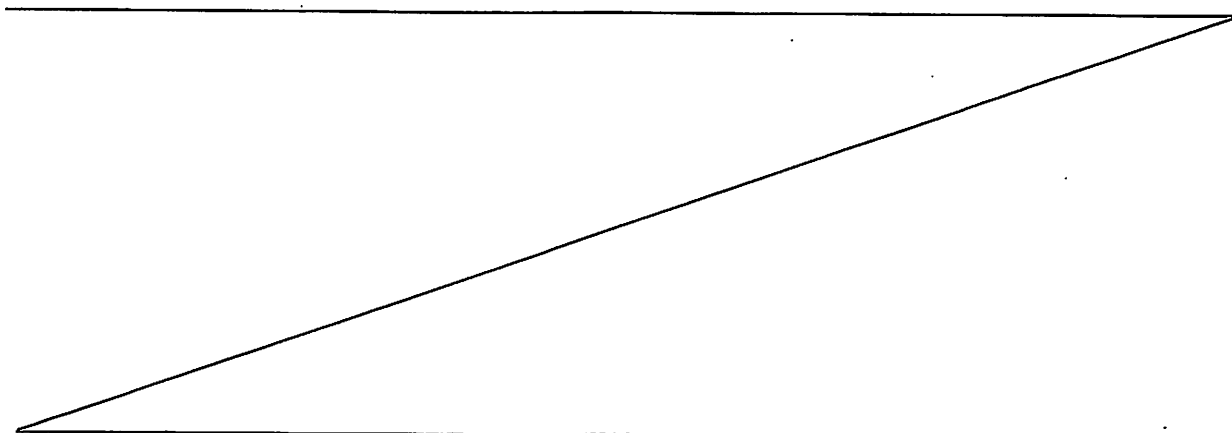
P. DISPUTES; GOVERNING LAW; VENUE.

Any dispute concerning a matter of fact arising under this Contract or any subcontract, which is not disposed of by mutual agreement within fifteen (15) calendar days, shall be decided by the Attorney General, or the Attorney General's duly

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

Q. ADDITIONAL CONDITIONS.

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



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

APPROVED AS TO FORM:

Deputy Attorney General, State of Hawaii

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

By _____

Print Name Dana O. Viola

Its First Deputy Attorney General

Date _____

DEPARTMENT OF THE PROSECUTING
ATTORNEY, COUNTY OF MAUI,
("GRANTEE")

By 

Print Name Alan M. Arakawa

Title Mayor

Date 7/10/14


By 

Print Name Mark R. Walker


Title Director of Finance

Date _____

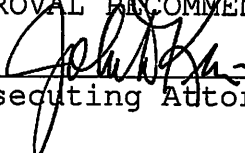
APPROVED AS TO FORM AND LEGALITY


Deputy Corporation Counsel

APPROVAL RECOMMENDED:


Budget Director

APPROVAL RECOMMENDED:


Prosecuting Attorney

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

APPLICATION FOR FY 2016 VAWA S.T.O.P. VIOLENCE AGAINST WOMEN GRANT

PART I. TITLE PAGE

A. PROJECT TITLE: Domestic Violence Investigation

B. APPLICANT AGENCY: Department of the Prosecuting Attorney, County of Maui

C. ADDRESS: 150 South High Street Wailuku City Wailuku Zip 96793

D. SYSTEM FOR AWARD MANAGEMENT (SAM): Yes No

DUNS No. 830283169

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

F. PROJECT PERIOD: From May 1, 2018 To April 30, 2019

G. VAWA PROGRAM PURPOSE(S): 1 2 3 4 5 6 7 8 9 10
11 12 13 14 15 16 17 18 19 20

H. FUNDING PRIORITY AREA(S): 1 2 3 4 5
6 7 8 9

I. TOTAL PROJECT COSTS:

SOURCE OF FUNDS	PERCENT	AMOUNT
Federal Funds	75%	\$55,380.00
Agency Match	25%	\$18,460.00
TOTAL	100%	\$73,840.00

J. PROJECT DIRECTOR

Name: John D. Kim Title: Prosecuting Attorney

Address: 150 South High Street, Wailuku, HI 96793

Telephone: 808-270-7777 Fax: 808-270-7594

E-Mail: john.kim@co.maui.hi.us

K. FINANCIAL OFFICER

Name: Ashley Tang Title: Account Clerk III

Address: 150 South High Street, Wailuku, HI 96793

Telephone: 808-270-7777 Fax: 808-270-7594

E-Mail: ashley.tang@co.maui.hi.us

FOR CPJAD USE	
Date received: <u>FEB 27 2018</u>	Project Number: <u>16-WF-02</u>

EXHIBIT A