



POLICE DEPARTMENT RECEIVED

COUNTY OF MAUI



MICHAEL P. VICTORINO
MAYOR
MM/me
OUR REFERENCE
YOUR REFERENCE

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411
August 18, 2022

2022 AUG 24 PM 4: 29

JOHN PELLETIER
CHIEF OF POLICE

OFFICE OF THE
COUNTY CLERK

CHARLES L. HANK III
DEPUTY CHIEF OF POLICE

Ms. Michelle 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

Michael P. Victorino 8/23/22
Mayor Date

For transmittal to:

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

Dear Chair Lee and Members:

SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS

In accordance with Ordinance No. 5392, Bill 69, CD1, FD2 (2022) Fiscal Year 2023 Budget, we are hereby transmitting to you a copy of the grant agreement with the State of Hawaii, Department of the Attorney General for the Cybercrime Unit Enhancement grant for the period of October 1, 2022 to September 30, 2023 in the amount of \$42,250.00.

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

Sincerely,

JOHN PELLETIER
Chief of Police

Enclosures

COUNTY COMMUNICATION NO. 22-208

AGREEMENT

by and between the

DEPARTMENT OF THE ATTORNEY GENERAL

and the

COUNTY OF MAUI

Relating to Project No. 20-DJ-07

This Agreement ("Agreement") is effective as of October 1, 2022, ("Effective Date"), by and between the Department of the Attorney General, State of Hawaii ("Agency") and the County of Maui, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Hawaii 96793 ("Grantee"), for the benefit of the Maui Police Department, which is identified as the applicant in Part I of Exhibit "A" attached hereto (collectively, "the Parties").

RECITALS

WHEREAS, Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 34 U. S. C. §§ 10101 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 to support a range of program areas including: law enforcement; prosecution and court; prevention and education; corrections and community corrections; drug treatment and enforcement; planning, evaluation, and technology improvement; crime victim and witness initiatives; and mental health programs and related law enforcement and corrections programs;

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

WHEREAS, Agency applied for Edward Byrne Memorial Justice Assistance Grant Program (JAG) Funds in the form of a JAG award;

WHEREAS, on or about September 17, 2020, the Bureau of Justice Assistance ("BJA"), which is a component of the Office of Justice Programs ("OJP"), U.S. Department of Justice, awarded Agency \$748,592 in JAG Funds, Award No. 2020-DJ-BX-0048 ("Award");

WHEREAS, Grantee is qualified to receive funds available to the State under the Act and its respective implementing regulations contained in the 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 submitted an application to Agency for receipt of the same as a subgrantee, a copy of which is attached hereto as Exhibit “A”;

WHEREAS, Agency has reviewed Grantee’s application for funds, and is satisfied that Grantee has demonstrated that it is ready, willing and able to perform the services described herein, and that Grantee is capable of using the requested federal funds appropriately; and

WHEREAS, Agency is satisfied that the requirements of the Award have been met for purposes of entering into this Agreement.

AGREEMENT

NOW THEREFORE, the Parties, for and in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the receipt of which is hereby acknowledged, agree as follows:

1. SCOPE OF SERVICES

Grantee shall, in a timely and satisfactory manner, as determined by Agency, and in accordance with the terms and conditions of this Agreement, furnish all labor, materials, and equipment necessary to satisfactorily perform the services (hereinafter, “Scope of Services”) described in Parts II and III of Exhibit “A,” attached hereto and incorporated by reference herein.

2. PROJECT PERIOD

Grantee shall perform the Scope of Services within the project period (“Project Period”) specified in Part I of Exhibit “A.”

3. TERM OF AGREEMENT

The term (“Term”) of this Agreement shall commence on the Effective Date and shall terminate on the date Agency accepts the final financial reports (Request for Funds and Cash Balance Report (“RFF”) and Project Expenditures and Obligations Report (“PEO”)) from Grantee under this Agreement (“Termination Date”), unless sooner terminated as provided herein or as otherwise agreed to in writing by the Parties.

4. REIMBURSEMENT

(a) Subject to availability of funds, Grantee shall be reimbursed for all actual, allowable, allocable, and reasonable costs it incurs in performing the Scope of Services under this Agreement in an amount not-to-exceed fourty-two thousand, two-hundred fifty and 00/100 dollars (\$42,250.00) (hereinafter, “NTE Amount”). Grantee acknowledges and agrees that it will not be reimbursed for any costs it incurs in excess of the NTE Amount in performing the Scope of Services under this Agreement.

(b) Grantee acknowledges and agrees that Agency's obligation to reimburse Grantee is subject to Agency's receipt of federal funds under the Award, and at no time shall this Agreement be construed as an agreement to reimburse or compensate Grantee with funds other than those which are received from the federal government. Grantee further acknowledges and agrees that federal funds under this Agreement will be used to supplement, but not supplant, state or local funds. Failure of Agency to receive anticipated federal funds shall not be considered a breach by Agency or an excuse for nonperformance by Grantee.

(c) In seeking reimbursement under this Agreement, Grantee shall submit to Agency:

- (i) A monthly RFF for costs it incurs in performing the Scope of Services under this Agreement within fifteen (15) calendar days after the end of each calendar month. Grantee shall submit to Agency its final RFF drawdown within thirty (30) calendar days after the end of the Project Period; and

Grantee shall submit to Agency its final RFF within sixty (60) calendar days after the end of the Project Period.

- (ii) A quarterly PEO within fifteen (15) calendar days after the end of each calendar quarter as follows:

- (A) For the January 1st through March 31st calendar quarter, the PEO is due April 15th;

- (B) For the April 1st through June 30th calendar quarter, the PEO is due July 15th;

- (C) For the July 1st through September 30th calendar quarter, the PEO is due October 15th; and

- (D) For the October 1st through December 31st calendar quarter, the PEO is due January 15th.

Grantee shall submit to Agency its final PEO within sixty (60) calendar days after the end of the Project Period.

Grantee expressly acknowledges that non-adherence to the above deadlines may result in the withholding of funds. Grantee shall continue to perform the Scope of Services during the period that payment is being withheld.

(d) If Agency determines that a RFF or PEO requires clarification and/or revision, Agency will notify Grantee and Grantee shall respond with the requested clarification and/or revised RFF or PEO within the time specified by the Agency. Grantee expressly acknowledges and agrees that Agency may withhold payment unless and until such time Agency determines that Grantee has adequately responded to Agency's request for clarification and/or revision.

(e) All funds available for use under this Agreement shall be subject to the allotment system as provided in Hawaii Revised Statutes Chapter 37.

(f) All payments shall be made in accordance with and subject to Hawaii Revised Statutes Chapter 40.

(g) If, at any time after payment is issued to Grantee under this Agreement, Agency determines that certain costs paid by Agency to Grantee were inappropriate or unallowable, Agency may either require that Grantee return an equivalent amount of monies to Agency or withhold an equivalent amount from any payments due and owing to Grantee.

(h) If, for any reason, Grantee is in possession of any funds provided to Grantee under this Agreement which were not encumbered by Grantee during the Project Period, all such funds shall be returned to Agency within ten (10) calendar days after the end of the Project Period.

(i) If, for any reason, Grantee is in possession of any funds provided to Grantee under this Agreement which Grantee encumbered during the Project Period, but which Grantee did not disburse within sixty (60) days after the end of the Project Period, all such funds shall be returned to Agency within ten (10) calendar days.

(j) If, at any time during the Term, Agency determines that Grantee is not complying with the conditions of this Agreement or satisfactorily fulfilling its obligations under this Agreement, Agency may withhold payments due and owing to Grantee until such time Agency reasonably determines that payment can be issued. Grantee shall continue to perform the Scope of Services during the period that payment is being withheld.

5. CERTIFICATIONS

Prior to, or concurrently with the execution of this Agreement, Grantee shall execute and submit to Agency the certifications attached hereto as Exhibit "B" and incorporated by reference herein. Grantee covenants that the representations made in the signed certifications are true at the time this Agreement is executed and will remain true throughout the Term, including any extensions thereof, and that Grantee shall fulfill any and all terms and conditions set forth therein.

6. CONFIDENTIAL MATERIAL

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Agreement 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.

7. 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 Agreement, 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 Agreement 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 Agreement 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.

8. CONFLICT OF INTEREST

Grantee expressly represents that at the time this Agreement is executed, it presently has no interest, either direct or indirect, that would conflict or adversely affect, in any manner or degree, its ability to satisfactorily perform the Scope of Services under this Agreement. Grantee covenants that this representation will remain true throughout the Term, including any extensions thereof.

9. PROGRESS REPORTS

Grantee shall submit progress reports as required for JAG funds to Agency as required by the Acceptance of JAG Special Conditions in Exhibit “B.” Grantee’s obligation to submit progress reports to Agency shall survive the expiration or termination of this Agreement.

10. COOPERATION WITH DATA COLLECTION; ASSESSMENTS

Grantee expressly acknowledges and agrees that, if requested by Agency, Grantee shall cooperate with, participate in, and/or support any data collection efforts, assessments, or information requests involving or relating to Grantee’s performance of the Scope of Services under this Agreement. Grantee’s obligations under this section shall survive the expiration or termination of this Agreement.

11. SUBCONTRACTING; ASSIGNMENT

Grantee shall not subcontract or assign any portion of the Scope of Services under this Agreement without first obtaining the prior written approval of Agency. If Grantee obtains Agency’s approval to enter into a subcontract, Grantee shall ensure that the subcontract is in writing signed by both parties, includes all required provisions, and that the term of the

subcontract does not exceed the Project Period of this Agreement. Grantee shall also ensure that the subcontractor has complied with all applicable requirements and conditions before any funds are disbursed to the subcontractor.

12. INDEPENDENT CONTRACTOR

In the performance of the Scope of Services under this Agreement, Grantee shall be an independent contractor with the authority to control and direct the performance and details of the Scope of Services; however, Agency shall have a general right to inspect Grantee's work to determine whether, in Agency's opinion, Grantee is performing the Scope of Services in accordance with the terms and provisions of this Agreement. Grantee's employees and agents are not employees or agents of the Agency by reason of this Agreement, and Grantee's employees and agents shall not be entitled to claim or receive from Agency any vacation, sick leave, retirement, or other benefits directly afforded to employees of Agency. Grantee shall be responsible for the accuracy, completeness, and adequacy of Grantee's performance under this Agreement. Grantee shall be responsible for payment of any federal, state, and county fees which may become due and owing by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. Grantee shall also be responsible for obtaining any licenses, permits and certificates that may be required in order to perform the Scope of Services under this Agreement.

13. INDEMNIFICATION

To the extent permitted by law and as approved by the Maui County Council, the Grantee shall indemnify and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the Grantee or the Grantee's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

14. MODIFICATION OF CONTRACT

(a) Modification by Mutual Agreement. At any time during the Project Period of this Agreement, the Parties may make modifications within the general scope of this Agreement by a written amendment signed by both Parties.

(b) Unilateral Modification by Agency. At any time during the Project Period, but no later than 45 days prior to the end of the Project Period, the Administrator of the Crime Prevention and Justice Assistance Division ("CPJA Administrator"), as the authorized designee of the Attorney General, may issue a unilateral written project grant modification notice which directs Grantee to make the following changes effective as of the date specified in the written notice, or if no date is specified, as of the date the written notice is approved (hereinafter, "Modification Notice"):

- (i) Changes in the Scope of Services within the scope of the Agreement;

- (ii) Changes in the Project Period that do not alter the scope of the Agreement;
or
- (iii) Changes in Project Director or Financial Officer.

All Modification Notices issued by the CPJA Administrator shall be incorporated in and made a part of the Agreement. If the Parties agree that a Modification Notice increases or decreases Grantee's cost of performance of the Scope of Services under this Agreement, an adjustment to the NTE Amount shall be made by written amendment to the Agreement. If Grantee believes that it is entitled to an adjustment of the NTE Amount as a result of a Modification Notice, Grantee shall file a written claim within fourteen (14) calendar days after receipt of the Modification Notice or prior to final payment under this Agreement, whichever is shorter; provided, however, that the CPJA Administrator may extend such period for filing. The requirement for filing a timely written claim for an adjustment of the NTE Amount cannot be waived and shall be a condition precedent to the assertion of a claim. Failure of the Parties to agree to an adjustment of the NTE Amount shall not excuse Grantee from proceeding with the Agreement as changed by the Modification Notice. The right of Grantee to dispute the NTE Amount shall not be waived by its performance, provided Grantee timely files a written claim.

15. TERMINATION FOR CAUSE; CONVENIENCE

(a) Termination for Cause. If Grantee breaches any of its promises or fails to satisfactorily perform or fulfill its obligations under this Agreement, Agency may notify Grantee in writing of Grantee's breach or nonperformance under this Agreement (hereinafter, "Notice of Default"). If the breach or nonperformance is not cured within ten (10) calendar days of the Notice of Default, or within some other time as may be specified by Agency, Agency may terminate Grantee's right to proceed with this Agreement or portion thereof by providing Grantee with a written notice of termination (hereinafter, "Notice of Termination for Cause"). The Notice of Termination for Cause shall be effective as of the date of such notice unless otherwise specified. The Grantee shall continue performance of the Agreement to the extent it is not terminated. Notwithstanding any other provisions to the contrary, Grantee shall not be relieved of liability to Agency for damages sustained by Agency because of Grantee's breach or nonperformance under this Agreement.

(b) Termination for Convenience. Agency may terminate this Agreement, in whole or in part, at any time when the interests of the Agency so require by giving written notice of such termination to Grantee (hereinafter, "Notice of Termination for Convenience"). The Notice of Termination for Convenience shall be effective as of the date of such notice unless otherwise specified. The Grantee shall continue performance of the Agreement to the extent it is not terminated.

(c) Grantee shall be entitled to be reimbursed for all allowable, allocable, and reasonable costs actually incurred up to and including the date of Grantee's receipt of the Notice of Termination for Cause or Notice of Termination for Convenience, whichever is applicable. Any costs incurred by Grantee after Grantee's receipt of such notice will be eligible for

reimbursement only if they represent unavoidable or reasonable wind-down costs as determined by Agency in Agency's sole discretion.

(d) Notwithstanding the termination of this Agreement, and subject to any directions from Agency, Grantee shall take all timely, reasonable steps necessary to protect and preserve property in the possession of Grantee in which Agency has an interest.

(e) In the event of termination of this Agreement, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material developed or prepared by Grantee under this Agreement 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 within such time specified by Agency.

16. WAIVER

The failure of Agency to insist upon strict compliance with any term, provision, or condition of this Agreement shall not constitute a waiver or relinquishment of Agency's right to enforce the same in accordance with this Agreement. In the event Agency is determined to have waived a term, provision, or condition of this Agreement, it is expressly understood and agreed that such waiver shall not constitute a waiver or relinquishment of Agency's right to enforce the same as to any other or further violation.

17. DISPUTES

Any dispute arising under this Agreement which is not disposed of by mutual agreement of the Parties 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 Agreement unless otherwise directed by Agency.

18. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

19. SEVERABILITY

Should any provision of this Agreement 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 Agreement.

20. ENTIRE AGREEMENT

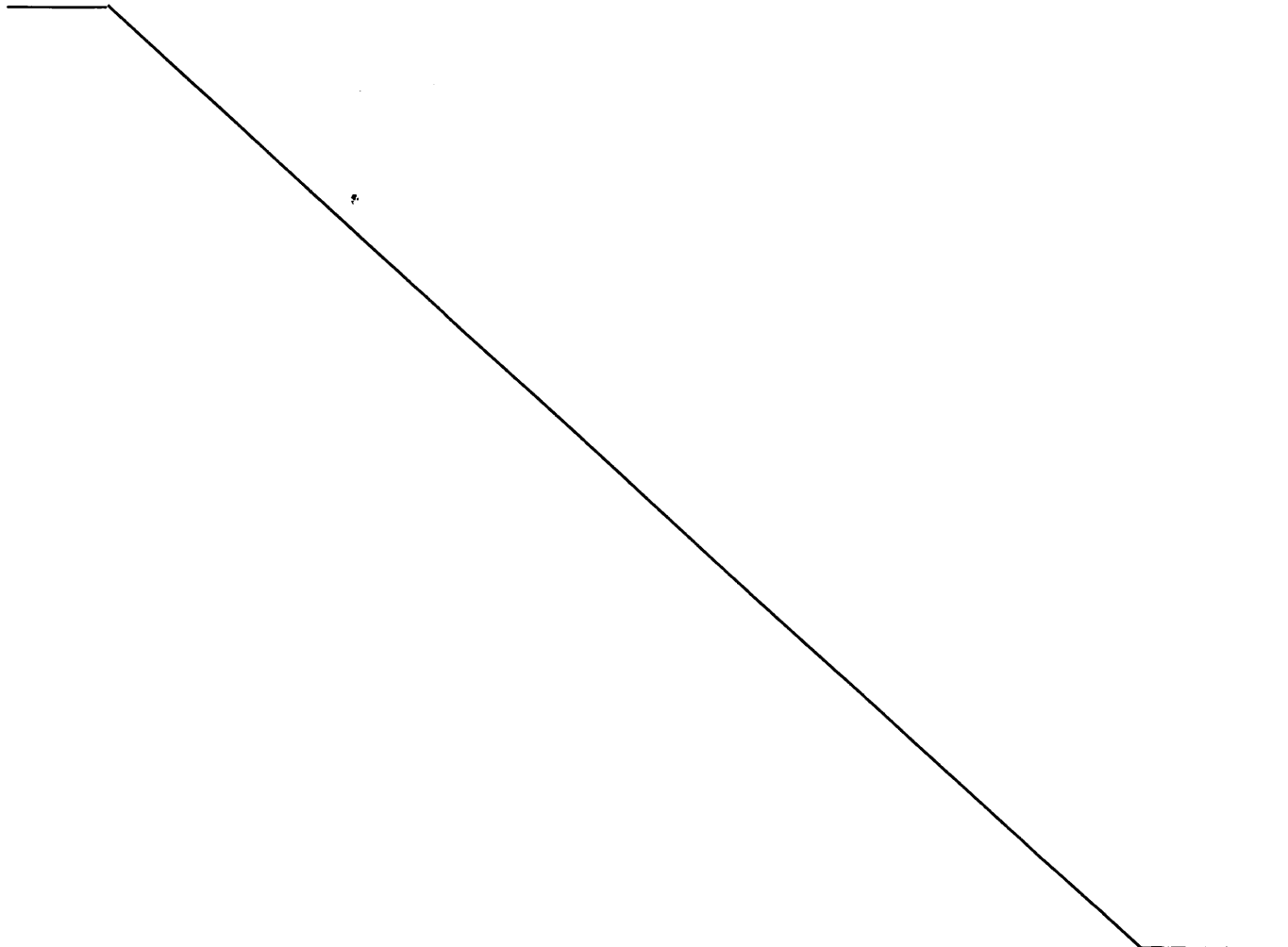
This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between Agency and Grantee relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect.

21. AUTHORITY TO ENTER INTO AGREEMENT

Each Party represents and warrants to the other that it is duly authorized to enter into this Agreement and to fully perform its obligations hereunder.

22. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.




IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.


"Agency"

DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII

APPROVED AS TO FORM:



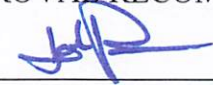
Deputy Attorney General



By: Holly T. Shikada
Its: Attorney General
Date: 8/8/2022

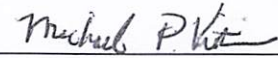
"Grantee"

APPROVAL RECOMMENDED:



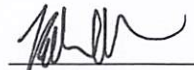
By: John Pelletier
Its: Chief of Police
Date: JUL 01 2022

COUNTY OF MAUI




By: Michael P. Victorino
Its: Mayor
Date: JUL 18 2022


APPROVED AS TO FORM AND
LEGALITY:



By: Keola Umatake
Its: Deputy Corporation Counsel
Date: 7-12-2022



By: Scott Teruya
Its: Director of Finance
Date: JUL 12 2022



By: Michele M. Yoshimura
Its: Budget Director
Date: 7/14/2022

**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
DEPARTMENT OF THE ATTORNEY GENERAL
APPLICATION FOR GRANT
FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PART I. TITLE PAGE**

- A. PROJECT TITLE: Cybercrime Unit Enhancement
- B. APPLICANT AGENCY: Maui Police Department
- C. REGISTRATION: ☒ Yes ☐ No SYSTEM FOR AWARD MANAGEMENT (SAM) Unique Entity Identifier (UEI): JEEMLYJTCE75
- D. APPLICATION RANKING WITHIN AGENCY: _____ (as determined by agency head)
- E. ADDRESS: 55 Mahalani Street City Wailuku Zip 96793
- F. PERFORMANCE: City Wailuku State HI Zip + 4 digits 96793-2530
- G. PROJECT PERIOD: From October 1, 2022 To February 28, 2023
- H. FEDERAL PROGRAM AREA: Law Enforcement Programs
- I. STATE PRIORITY AREA: Forensic Science
- J. SCORING INCENTIVE AREA(S): Check All That Apply
☒ Evidence-Based Program
☐ Multi-Agency Collaboration
☐ Criminal Justice Intersect to address Homelessness
- K. TYPE OF APPLICATION: New ☐ Continuation ☒
- L. TOTAL PROJECT AMOUNT: \$ 42,250
- M. 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 DOJ Amount \$106,000
- N. PROJECT DIRECTOR
Name: Matthew Bigoss Title: Detective
Address: 55 Mahalani Street Wailuku, HI 96793
Telephone: (808) 244-6313
E-Mail: matthew.bigoss@mpd.net
- O. FINANCIAL OFFICER
Name: Maryjane Eusebio Title: Accountant II
Address: 55 Mahalani Street Wailuku, HI 96793
Telephone: (808) 244-6309
E-Mail: maryjane.eusebio@mpd.net

FOR CPJAD USE	
Date received: <u>2/24/22, 5/10/22, 6/13/22, 6/27</u>	Project Number: <u>20-DJ-07</u>

Exhibit A

**APPLICATION FOR GRANT
FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART II. DESCRIPTION OF PROJECT

A. THE PROBLEM

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

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

This is a continuation to a project started in 2019 to address the problem through funding to help the Maui Police Department: (1) obtain necessary specialized tools and equipment to increase the department's digital forensic capabilities as well as to provide the ability to self-sustain digital forensics abilities in the event of federal equipment being recalled and (2) provide funding for training and certification for current and new forensic examiners that is provided by industry recognized training and certification bodies.

The initial funding period and the previous continuation periods provided many of the necessities to get our digital forensics lab properly outfitted with basic and advanced examination tools and equipment, evidence storage and data protection hardware and software, supporting software and tools, and training for our examiners. This continuation project builds upon progress made thus far and seeks the following: (3) to provide funding for a lab management solution for the proper tracking and management of cases and evidence and (4) provide funding for hardware and equipment needs to support long-term advanced functions of the lab, and (5) provide additional funding for online training for digital forensic examiners.

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

Presently, the Maui Police Department, like most other law enforcement agencies, faces a daunting task in dealing with high tech crimes. The workload of the Cybercrime Unit is immense and there is currently one detective assigned full time and one Detective and one Officer assigned part time to the Cybercrime Unit. The full time detective's workload includes digital forensics, internet investigations, assistance to other units and detectives with tech investigations, and administrative tasks. The part time members assist with mobile device examinations, which make up the majority of the digital forensics work and the officer assists with computer exams. The number of digital forensic examinations has continued to increase every year since the Cybercrime Unit was formed, with over 180 digital forensic examination requests received in 2021 along with close to 100 requests for other services. The majority are handled by the full time detective in addition to his other administrative tasks and non-forensics case work.

This continuation of grant funding request aims to build upon the foundation of the initial grant and continue to reduce turnaround time on digital forensic examinations through the acquisition of a lab management solution that would improve management efficiency over the current excel spreadsheets and e-mail tracking that are used. It also seeks to improve flow and efficiency through acquisition of new hardware that can support longer-time functions like password cracking. This hardware would allow us to free up direct examination equipment thereby reducing wait times in between exams. Lastly, this continuation seeks online training for our digital forensic examiners to support some of the longer term functions of the lab, such as password cracking, Linux and command line training, and advanced threat hunting/incident response.

MPD has worked over the past years diligently to establish and maintain a Cybercrime Unit and digital forensics capabilities. Initial and continuation grant funding has provided great assistance with that so far and this application for continued funding seeks to build upon those gains.

Resources:

Locally budgeted funds have been allocated since FY2021 to cover recurring costs associated with forensic tool licensing that were purchased through the initial grant funding. Additional funding for training and purchase of consumables (USB and hard drives) has locally budgeted since FY2022 taking over funding from grant funds.

Additionally, direct federal JAG funding has also been allocated for different aspects of the project, since 2019 and were finally released in 2021 by the DOJ. These funds are now in use for different items supporting this project than those requested in this application.

B. GOALS AND OBJECTIVES

GOAL: To continue to improve digital forensic capabilities.

OBJECTIVE: To continue to reduce the turnaround time for digital forensics examinations from (2) to three (3) months to one (1) to two (2) months or less through the use of a modern, efficient lab management solution and by freeing up resources to reduce wait times in between exams.

OBJECTIVE: To improve knowledge, skills, and abilities of digital forensic examiners through specialized training in advanced and long term digital forensic examination techniques.

C. PROJECT ACTIVITIES

Purchases:

The request for continued funding for purchases seeks to fund the initial costs associated with implementing an efficient lab management solution specifically designed for managing digital cases and seeks to offset the costs of specialized lab equipment that is designed to sustain devices in a powered on state and provide cooling for extended periods time while password cracking and other long-term techniques are in use with these devices.

Training:

The request for continued funding for training seeks to fund the costs of training in advanced digital forensic techniques that would otherwise not be attainable/funded for digital forensic examiners to improve overall knowledge, skills, and abilities.

Funds are requested for three (3) current laboratory examiners to obtain training in the advanced techniques of password cracking/cryptographic functions and RAM analysis, malware, incident, response, or threat hunting through the following training that is offered online:

- Passware's online Password Cracking training and certification in the use of Passware's tools. This training would provide the investigators with a knowledge and understanding of the mechanics and principles of password cracking. None of our examiners are presently trained in this area. Passware offers commercial solutions and training in the area of password cracking and cryptanalysis. Such skills are often needed during examinations to access evidence that is protected by encryption and passwords that are unknown to an examiner. Our examiners would attend this training in an online format, reducing cost and travel needs.
- A one-week advanced online training offered through the SANS Institute. SANS is one of the premier training and research and certification entities in the fields of computer and mobile device forensics, network intrusion and security, threat hunting, malware analysis, and incident response. Our examiners have not taken any of this advanced training and would seek to take online on-demand training in a specialized area where they could most benefit the department and examinations on the whole such as RAM analysis, malware and threat hunting, incident response, or advanced mobile forensics for example.

Scheduling and Timeline:

The term for this project would begin on October 1, 2022 and end on February 28, 2023 which would be the overall end of this project related to State JAG award funding. This project, "Cybercrime Unit Enhancement" received JAG funding from a previous grant cycle. The initial approval of grant funds covered March 1, 2019 to December 31, 2019.

The first approved continuation initially covered from January 1, 2020 to December 31, 2020. It was extended to June of 2021 and again to September of 2022. Below is a projected schedule and timeline for FY 2020 JAG grant activities.

October 2022 – November 2022 – The purchase of the lab management solution would be completed. Purchase of additional hardware would be completed.

December-January 2023 – Testing and go live for the lab management system. Anticipated receipt of purchased equipment. Additionally, online training will be purchased and examiners will begin these self-paced courses or will be scheduled in live online courses.

February 2023 – Conclusion of the project, finalization paperwork and overall assessment completed.

Impact:

This project is already seeing impacts in the following areas and with the requested continued funding; these impacts are expected to grow:

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

Additionally, with this last continuation, we expect to see improvements in workflow and digital evidence management and usage in cases.

D. PROJECT ORGANIZATION AND MANAGEMENT

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

- File requests for the purchase of equipment, tools, programs, and services to be utilized for hi technology and digital forensic investigations.
- Oversee and coordinate the installation and setup of purchased equipment and tools to ensure that such equipment and tools are installed and set up in a manner that is consistent with industry best practices or any applicable laws and regulations.
- Coordinate the training of police personnel to use the acquired tools and equipment.
- Coordinate the training of police personnel in high tech and digital forensic investigations.
- Replace the current tracking system for digital forensic examinations and high tech crime investigations with the newly requested lab management system.
- Coordinate with the local prosecutor's office to ensure compliance with state laws.
- Act as a Liaison for the Maui Police Department to provide information and

assistance to other law enforcement agencies in the state.

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

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

Associate project managers will assist with the project manager with the following duties and responsibilities:

- Assist with the installation and setup of purchased equipment and tools to ensure that such equipment and tools are installed and set up in a manner that is consistent with industry best practices or any applicable laws and regulations.
- Identify and assist with the training of police personnel to use the acquired tools and equipment.
- Assist with the coordination of training of police personnel in high tech and digital forensic investigations.
- Utilize current tracking system for digital forensic examinations and high tech crime investigations and assist with the implementation of the newly requested lab management system.
- Track and manage work hours of personnel assigned on a full-time or part-time basis to conduct digital forensic and high tech investigations.

The associate project managers report to either the Captain of the Criminal Investigation Division or the Lieutenant of the Juvenile Crime Prevention Division and will be required to provide monthly status reports that includes details on the progress of this project, including details about purchases, case work, hours logged, and training conducted to the project manager.

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

- Purchase of Equipment, Tools, Programs, and Services to be utilized for technology and cybercrime investigations.
- Track and manage work hours of personnel assigned on a full-time or part-time basis working on technology-based, cybercrime, and internet investigations.
- Conduct periodic audits of budget worksheets associated with the project.

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

E. PERSONNEL

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

F. BRIEF PERSONNEL BIOGRAPHIES

The project manager for this Cybercrime Unit Enhancement project is Detective Matthew Bigoss. Detective Bigoss is a seventeen (17) year Maui Police Department veteran who has served as a patrol officer, crime reduction unit (plain clothes) officer, vice narcotics investigator, patrol sergeant, and currently as a police detective heading the Cyber Crime Unit. Starting during his time in the Crime Reduction Unit, Detective Bigoss has established himself as the Maui Police Department's resident expert on high tech crime investigations involving telecommunications, internet, social media, and digital communications technologies. He also the longest tenured digital forensic examiner for the Maui Police Department, having specialized in the area since 2017. This experience has given him a unique perspective on the technology gap that exists between general society and law enforcement as well as the opportunity to try to close that gap.

The first associate project manager for this Cybercrime Unit Enhancement is Officer Thomas Brennan. Officer Brennan is a nine (9) year veteran of the Maui Police Department and is currently assigned as an Investigator in the Juvenile Crime Prevention Division. Officer Brennan assists the Cybercrime Unit part-time with digital forensic examinations and conducts most of the internet-based investigations for the Juvenile Crime Prevention Division. Officer Brennan works in the Digital Forensic Laboratory on a weekly basis and assists CID, VICE and CRU in mobile device data extractions and analysis in addition to handling all examinations for mobile devices from JCPD. Officer Brennan is a direct beneficiary of previous grant funding for this project, having received training for digital forensics funded previously with grant funding in 2019 and 2020. utilizing grant funding. Having benefited from past grant funding and having established himself in the lab, Officer Brennan will have come on board to assist with the functions of this enhancement project.

The second associate project manager for this Cybercrime Unit Enhancement is Detective Jeremy Pallone De La Torre. Detective Pallone De La Torre is an eleven (11) year veteran of the Maui Police Department and is presently assigned to the Criminal Investigation Division. Detective Pallone De La Torre assists the Cybercrime Unit part-time with digital forensic examinations of mobile devices associated with felony property crimes and crimes of violence and also assists with phone examinations from patrol, CRU, and VICE units. Detective Pallone De La Torre is a direct beneficiary of previous grant funding for this project, having received training for digital forensics funded utilizing previously with grant funding in 2019 and 2020. Having benefited from past grant funding and having established himself in the lab, Detective Pallone De La Torre has come on board to assist with the functions of this enhancement project.

G. PARTICIPATING AGENCIES

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

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

GOAL: To improve digital forensic and evidence capabilities.

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

- Number of digital forensic examinations by month.
- Number of other digital evidence examinations and analyses per month.
- Length of time from initial seizure until completion of reports for all forensic examinations. To be collected following implementation of the new lab management software.
- The number of hours spent on examinations per month, with indications as to whether or not the hours are regular time or over time. Reported on a monthly basis.
- Inventory of equipment purchased with grants funds.
- Number of current examiners to obtain training in the specialized areas of password cracking/cryptanalysis and an advanced forensic technique (RAM analysis, threat hunting, or incident response) that were included in this grant funding request.
- Number of specialized trainings attended by current examiners.

Progress in this area will be measured and tracked through the Cybercrime unit's internal tracking system which will be improved upon and incorporated into the proposed lab management system sought with funds through this grant application.

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

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

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

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

The main purpose of requesting this grant funding assistance is to provide the Maui Police Department with funds to establish a digital lab and evidence management system and to assist with increasing the digital forensic capabilities in the lab through purchases of supporting hardware and equipment. The original cost estimated for this continuation funding for this project is \$42,250.00.

The applicant is committed to continued funding locally of this project after JAG funding can no longer be used, as has been evidenced with the transition of costs from equipment

and training acquired through JAG funds to annual budgeted items in MPD'S operating budget. This will continue with any costs associated with the upkeep of the lab management solution acquired with JAG funds being funding locally starting with MPD'S fiscal year 2024 budget. Additionally, any costs associated with maintaining certifications and proficiency from training originally funded through JAG funding will be included in MPD'S fiscal year 2024 or future fiscal year budgets.

**DEPARTMENT OF THE ATTORNEY GENERAL/CPJAD
APPLICATION FOR GRANT**

PART III. BUDGET DETAIL AND EXPLANATION

BUDGET DETAIL:

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

Total Consultant Services/Contracts	
--	--

COST ELEMENT					AMOUNT
D. Transportation and Subsistence					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
	\$			\$	
	\$			\$	
Total Transportation and Subsistence					\$
E. Supplies					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal		
		\$	\$		
Total Supplies					\$
F. Equipment					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal		
Lab Management Software Tools	3	\$2000.00	\$6000.00		
Griffeye Analyze Pro License	2	\$2000.00	\$4000.00		
Power Charging/Password Cracking Storage Cabinet	1	\$4000.00	\$4000.00		
Advanced Forensic Imager/Damaged Drive Tool	1	\$7000.00	\$7000.00		
Forensic Duplicator/Sterilizer	1	\$4000.00	\$4000.00		
Forensic Write Blockers and Adapters	2	\$600.00	\$1200.00		
Total Equipment					\$26,200.00
G. Other Costs					
	Quantity	Cost by Unit	Subtotal		
Passware Training	3	\$350.00	\$1050.00		
SANS Advanced Training	3	\$5000.00	\$15000.00		
		\$	\$		
Total Other Costs					\$16,050.00

H. Indirect Costs	Base	Rate (%)	Subtotal	
	\$		\$	
	\$		\$	
	\$		\$	
Total Indirect Costs				\$
TOTAL PROJECT COSTS \$42250.00				

suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

19. 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.

SUBMITTED BY:

Signature:



Date:

7/1/22

Name:

John Pelletier

Title:

Chief of Police

Agency:

Maui Police Department

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. Consultant Services/Contracts

N/A

D. Transportation and Subsistence

N/A

E. Supplies

N/A

F. Equipment

\$26,2000.00 is being requested for new equipment including lab management software/tool licensed for the three (3) current examiners, two (2) licenses for Griffeye Pro, an advanced forensic tool used in analyzing and investigating child sexual abuse materials on computer/mobile media for use by the two (2) current examiners that conduct CSAM investigations, hardware to support advanced lab functions including a charging/cracking rack/cabinet, an advanced hardware imager/driver sterilizer that supports damaged media, an additional, modern forensic imager/sterilizer, and advanced forensic write blocker/adapter kits.

- \$6000.00 is being requested for initial access and one (1) year of service and support for three (3) examiner licenses for access to digital case/lab management software. This will provide a year of access and support for the three (3) current examiners to utilize this tool. This tool will fill the last major gap in the outfitting of the MPD Digital Forensic Lab, namely a unified management solution to track requests, activities, results, evidence locations, tool licenses, training, and everything else needed to efficiently and effectively manage the lab. Once in place, this tool is aimed to help improve workflow and reduce turnaround time by providing status updates at a glance to better allow for prioritization and time management for examiners.
- \$4000.00 is being requested for two (2) licenses for Griffeye Pro. This is an advanced tool used specifically to quickly identify and categorize child sexual abuse materials (CSAM) that are located on computers and mobile devices. This tool is designed to minimize the exposure of the user to this material while still allowing for a comprehensive examination. There are currently no such tools in use in our lab. This tool is expected to reduce turnaround time while providing some additional

checks to try and minimize exposure of examiners in these types of cases. The reduction in time is based upon its design to locate and categorize and de-duplicate images and videos prior to displaying them to the examiner. Two (2) user licenses are requested for the two (2) examiners that currently work CSAM cases.

- \$4000.00 is being requested for a power charging/password cracking storage cabinet. This piece of hardware will be used as a secure storage rack that is able to keep devices powered on while password cracking agents or other advanced tasks are being run on these devices. This cabinet is specially designed with fans and charging ports to maximize airflow to keep devices cooled to avoid damage caused by heat generation. This cabinet would allow for storage of numerous devices while cracking is running. On-device password cracking is time consuming and could be running for years before success. Most modern phones and computers use encryption and other security devices that prevent security bypasses, leaving the only option to access them as cracking the passcode. MPD currently has no dedicated storage cabinet for these devices. Rather, most are left plugged into aftermarket chargers in the lab. This cabinet would provide a much needed improved in secured storage, tracking, and reliability.
- \$7000.00 is being requested for an advanced forensic imager/damaged drive tool. This is a specially designed tool for the imaging and acquisition of data from hard drives and storage media in a forensically sound manner with a special focus on damaged drives that other tools are not able to acquire. This tool would provide our examiners the ability to acquire data from damaged and malfunctioning drives which is a capability currently lacking our lab. This tool also specializes in multiple simultaneous acquisitions and drive sterilizations. This ability would help reduce overall data acquisition times and drive sterilization times that would help with quicker turnaround times in the lab.
- \$4000.00 is being requested for a Forensic Duplicator/Sterilizer with associated adapters. This is a tool for use in the lab to assist with acquisitions of data from evidence computers as well as with the sterilization of storage drives the lab uses for evidence storage and submission. This tool would improve overall efficiency as it would supplement our existing duplicator, which is an older model that lacks the advance features of this newer model. This model is also portable and can be used on scenes during execution of search warrants. We presently operate one older duplicate that is nearing end of life and this new requested one would initially supplement and then replace the older equipment.
- \$1200.00 is being requested for Forensic Write Blockers and Adapters that are currently not possessed by the lab. The adapters and blockers that are requested are designed for use with newer PCIe solid state hard drives in NVMe, Apple, and M.2 SATA form factors. The lab currently does not possess any write blockers for these types of drives. This a need as most laptops, gaming systems, and other computers are transitioning into using these types of hard drives.

G. Other Costs

\$16,050.00 is being requested for online training for our three (3) current examiners to obtain training in the advanced function of password cracking/cryptographic functions and additional advanced training in RAM analysis, malware, incident, response, or threat hunting through the SANS Institute online training program.

- \$1050 is being requested to send three (3) examiners to Passware's online Password Cracking training and certification in the use of Passware's tools. This training would

provide the investigators with a knowledge and understanding of the mechanics and principles of password cracking. None are presently trained in this area.

- \$15,000.00 is being requested to send three (3) examiners to a one-week advanced online training offered through the SANS Institutes. SANS is one of the premier training and research and certification entities in the fields of computer and mobile device forensics, network intrusion and security, threat hunting, malware analysis, and incident response. Our examiners have not taken any of this advanced training and would seek to take online on-demand training in a specialized area where they could most benefit the department and examinations on the whole such as RAM analysis, malware and threat hunting, incident response, or advanced mobile forensics for example.

H. Indirect Costs

N/A

I.

CERTIFICATIONS

- Acceptance of Conditions (AG/CPJAD #14)
- Acceptance of JAG Special Conditions (AG/CPJAD #26)
- Certification of Non-Supplanting (AG/CPJAD #3)
- Certification of Non-Discrimination (AG/CPJAD #15)
- Certification of Non-Discrimination Complaint Procedures (AG/CPJAD #30)
- Certification Form – Compliance with the Equal Employment Opportunity Plan Requirements (OMB Control No. 1121-0340)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient) (OJP Form 4061/1)

EXHIBIT B

(JAG FY 2020 (Maui County) Rev. 04/2022)

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:



Date:

7/6/22

Name:

John Pelletier

Title:

Chief of Police

Agency:

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF JAG SPECIAL CONDITIONS

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

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

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

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

Any materially false, fictitious, or fraudulent statement to the state and/or federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), 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. Reporting Requirements

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://ojpssso.ojp.gov/>

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.

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

The semi-annual reporting periods and due dates are:

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

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

4. 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 <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

28 C.F.R. Part 42

Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

28 C.F.R. Part 54

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.”

5. “Lobbying” Restrictions

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.

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

Grantee and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award – 1) submitted a claim that violates 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. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”), or by:

Mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
ATTN: Grantee Reporting
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>

7. 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.

8. 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.

9. 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.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>

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. 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.

12. 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.

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, 2020, are set out at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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. Requirements to Report Actual or Imminent Breach of Personally Identifiable Information (PII)

Grantee shall have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) of “personally identifiable information” (PII) (2 CFR 200.79), if Grantee 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of such “personally identifiable information” within

the scope of the grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130).

Grantee’s response procedures must include a requirement to report by email actual or imminent breach of PII to the assigned CPJAD grant manager and to hawaiiag@hawaii.gov no later than 12 hours after an occurrence of an actual breach, or the detection of an imminent breach, with the date and time of the breach or detection of an imminent breach, description of actual or imminent breach, project number, project title, name of Grantee, and Grantee contact information.

16. Employment Eligibility Verification for Hiring Under the Award

Grantee, and any subrecipient (“subgrantee”) at any tier, must:

- a) ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Grantee (or any subgrantee) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2);
- b) notify all persons associated with the Grantee (or any subgrantee) who are or will be involved in activities under this award of both this award requirement for verification of employment eligibility and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens;
- c) provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S. C. 1324a(a)(1) and (2); and
- d) as part of recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 recorded retention requirements, as well as records of all pertinent notifications and trainings.

For the purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Grantee (or any subgrantee) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

For the purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subgrantee) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee (or subgrantee) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

17. Unreasonable Restrictions on Competition Under the Award; Association with Federal Government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the Grantee or by any subrecipient ("subgrantee") at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no Grantee (or subgrantee, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by CPJAD.

The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), Grantee or subgrantee (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

18. Determination of Suitability to Interact with Participating Minors

This condition applies to this award if it is indicated in the application for award (as approved by CPJAD) (or in the application for any subaward at any tier), the funding announcement (solicitation), or an associated federal or state statute – that a purpose of some or all of the activities to be carried out under the award (whether by the Grantee or subgrantee at any tier) is to benefit a set of individuals under 18 years of age.

Grantee, and any subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of


DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature:



Date:

7/1/22

Name:

John Pelletier

Title:

Chief of Police

Agency:

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION

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

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

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

SUBMITTED BY:

Signature:



Date:

7/1/22

Name:

John Pelletier

Title: Chief of Police

Agency:

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES

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

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

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

<u>Nelson Johnson</u>	<u>Lieutenant</u>	<u>906-441-1650</u>
Name	Title	Phone

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

SUBMITTED BY:

Signature:



Date:

7/1/22

Name:

John Pelletier
(Head of Agency or Designee)

Title: Chief of Police

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: Maui Police Department

Address: 55 Mahalani Street, Wailuku, HI 96793

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

DUNS Number: JEEMLYJTCE75

Vendor Number (only if direct recipient)

Name and Title of Contact Person: Mathew Bigoss

Telephone Number: 808-244-6313

E-Mail Address: matthew.bigoss@mpd.net

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ 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, JOHN PELLETIER [responsible official], certify that Maui Police Department

[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:
Maui Police Department Administrative Services Section

[organization],
55 Mahalani Street, Wailuku, HI 96793

[address].

JOHN PELLETIER, Chief of Police

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, _____ [responsible official], certify that _____

[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 _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Print or Type Name and Title

Signature

Date

1. *Chlorophyll a* and *Chlorophyll b* contents were determined by spectrophotometry using the method of Lichtenthaler and Whistler (1987).

[illegible]

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address:

EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

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



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

John Pelletier, Chief of Police

Name and Title of Authorized Representative

Signature

Date

Maui Police Department

Name of Organization

55 Mahalani Street, Wailuku, HI 96793

Address of Organization

Instructions for Certification

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

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

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

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

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

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

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

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

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