



POLICE DEPARTMENT

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 Latent Fingerprints Backlog Reduction grant for the period of July 1, 2022 to June 30, 2023 in the amount of \$62,000.00.

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. 22-209

AGREEMENT

by and between the

DEPARTMENT OF THE ATTORNEY GENERAL

and the

COUNTY OF MAUI

Relating to Project No. 20-DJ-06

This Agreement ("Agreement") is effective as of July 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 sixty-two thousand and 00/100 dollars (\$62,000.00) (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.

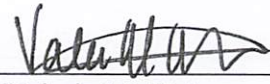
"Agency"

DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII

APPROVED AS TO FORM:



Deputy Attorney General




By: Valerie M. Kato
Its: First Deputy Attorney General
Date: 8/8/2022


"Grantee"

COUNTY OF MAUI

APPROVAL RECOMMENDED:




By: John Pelletier
Its: Chief of Police
Date: JUN 29 2022

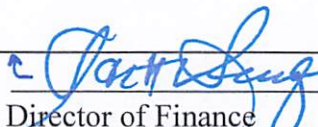


By: Michael P. Victorino
Its: Mayor
Date: JUL 18 2022

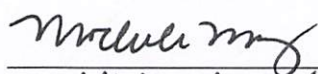
APPROVED AS TO FORM AND
LEGALITY:



By: Kedarunittake
Its: Deputy Corporation Counsel
Date: 6-27-22



By: Scott Teruya
Its: Director of Finance
Date: JUL 14 2022



By: Michele M. Yoshimura
Its: Budget Director
Date: 7/11/22

**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:** Latent Fingerprints Backlog Reduction
- B. **APPLICANT AGENCY:** Maui Police Department
- C. **REGISTRATION:** ☒ Yes ☐ No **Unique Entity Identifier (UEI):** JEEMLYJTCE75
- D. **APPLICATION RANKING WITHIN AGENCY:** _____ (as determined by agency head)
- E. **ADDRESS:** 55 Mahalani Street **City** Wailuku **Zip** 96793-2530
- F. **PERFORMANCE:** **City** Wailuku **State** HI **Zip + 4 digits** 96793-2530
- G. **PROJECT PERIOD:** From July 1, 2022 To June 30, 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:** \$ 62,000
- 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 _____ Amount \$ _____
- N. **PROJECT DIRECTOR**
Name: Anthony Earles Title: Police Evidence Specialist III
Address: MPD: Forensics/ID Unit, 55 Mahalani St., Wailuku, HI 96793
Telephone: 808-463-3830
E-Mail: anthony.earles@mpd.net
- O. **FINANCIAL OFFICER**
Name: Maryjane Eusebio Title: Accountant II
Address: MPD: Administrative Services, 55 Mahalani St., Wailuku, HI 96793
Telephone: 808-244-6309
E-Mail: Maryjane.Eusebio@mpd.net

FOR CPJAD USE	
Date received: <u>2/25/22, 5/17/22, 5/27/22, 6/2/22</u>	Project Number: <u>20-DJ-06</u>

Exhibit A

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

PART II. DESCRIPTION OF PROJECT

A. THE PROBLEM

Overview: MPD has a tremendous backlog of latent fingerprints awaiting analysis, which causes delays in court proceedings, time for offenders to commit additional crimes, and potentially lose cases due to exceeding the statutes of limitations. This project will use a private company of qualified latent fingerprint examiners to sort through the awaiting latent prints and to provide MPD's sole fingerprint examiner a concise list and relevant photos that are ready for her to upload into AFIS to search Hawaii's database.

MPD's Fingerprints Unit has been serving our three island (Lanai, Maui and Molokai) communities since 1990 (Maui County consisted of a population 101,458). The Fingerprints Unit still consists of one Fingerprint Identification Technician who provides forensic fingerprint services to various agencies from Maui County, State of Hawaii, law enforcement nationwide and worldwide, as well as federal agencies (DEA, FBI, etc.). The Fingerprints Unit is located on the second floor of MPD's Forensic Facility (1831 Wili Pa Loop, Wailuku). This Latent Fingerprints Backlog Reduction project will address issues to improve the quality and timeliness of forensic services in Maui County, by providing assistance from a forensic firm to perform analyses of MPD latent fingerprint evidence using their team of Certified Latent Print Examiners, with the goals of eliminating case backlog and expediting reports to provide to the judicial process. F/Y 2020 JAG funding in the amount of \$62,000.00 is being requested to provide a contract with a forensic firm based on the following parameters: a typical latent case consists of 3-5 latent lifts, takes approximately 2-hours to complete, including a report and electronic capturing of all latent prints of value, which may be suitable for searching by the MPD AFIS. Current MPD backlog is 248-cases @ \$250.00 per case average would total \$62,000.00 The qualified forensic firm would examine latent prints that have not been examined by MPD staff; evaluate each latent lift or digital image to determine which ones have value for comparison purposes; mark each latent print of value with a unique identifier for that case and electronically capture each latent print of value; provide a worksheet for each case denoting each latent print of value (type of print: finger, palm, etc.); conduct comparisons in any cases which contain known suspect prints; prepare a formal written report on findings for each separate case and provide a DVD with all latent prints of value, worksheets and reports. **The firm's final products would be used by MPD's Fingerprints Unit to conduct the Hawaii-specific AFIS searches to close the open cases in the backlog.**

MPD created an Excel spreadsheet tracking system in December 2020 to provide more efficient tracking and communicating the work load of the Fingerprints Unit. Two police recruits worked nearly 1-week to complete the data entry. An overview of the backlog as

of entry completion on December 31, 2021: 248-case submissions await analysis (comprised of latent tape lifts and high resolution digital images), including 485-latent lift cards and 2,613 digital images of latent prints documented in the Evidence Processing Lab, total of 3,098 items awaiting analysis; the oldest latents awaiting analysis are from July 2018. According to Hawaii Penal Code Section 701-108, Criminal Statute of Limitations, which are defined as the length of time for which prosecution proceedings can be commenced for a crime, Chapter 708 Offenses against Property Rights indicates felonies including (current number of backlog cases in MPD): robbery (8), burglary (77), theft (8), criminal property damage (4), unauthorized entry into motor vehicle (80), unauthorized control of propelled vehicle (120), forgery (1), promoting dangerous drug (32) and arson (4) indicates 5-years limit, while other felonies are 3-years limit. Misdemeanors indicate 2-years limit.

The non-latent fingerprint work load of the single fingerprint identification technician includes: daily quality control of arrest booking fingerprints and photographs, scanning in booking fingerprints captured by ink from Hana station and for all juvenile arrests, assisting in decedent identifications, processing and retrieving arrest documents for expungement orders, preparing juvenile line ups, maintaining the pre-livescan ten print and palm ink print cards for adult and juvenile arrests, maintaining the mug shot files from pre-livescan capture, certifying arrest documents, consolidating juvenile arrests into adult arrest records, and conducting preliminary searches on juvenile arrest documents for repeat offender. Interruptions of these daily tasks are spontaneous cases, prioritization given to active felony cases where suspect may not be known (murders, attempted murders, assaults, sexual assaults) in the interest of public safety. Work Requests submitted by investigators following up on cases initiated by patrol officers are given second priority, to provide potential leads to their on-going investigations.

Maui Police Department attempted an approach of using overtime by our fingerprint identification technician to work solely on latent lift backlog in June 2019, continuing to today: in 2021 (not including November and December due to medical leave*) the sole examiner used 77-hours of overtime to complete an additional 30-latent print cases (80-lifts were analyzed and 305-comparisons performed, 2.6 cases completed per hour-similar to industry statistics) that helped to temporarily reduce backlog and improve turn-around-time. This overtime project for the 10-months averaged 3-cases completed per month (in addition to those cases completed during normal working hours, Monday-Friday 0745-1630hrs.). *during these months the Hawaii Criminal Justice Data Center provided assistance to MPD by conducting the daily arrest booking fingerprint/mug shots and no latent processing was performed by MPD.

The Oregon State Police received a FY2016 Paul Coverdell Forensic Science Improvement Grants Program award of \$105,212, "Utilizing Overtime to Decrease the Latent Fingerprint Backlog" for the location in Salem, OR (2016-CD-BX-0048). The goal of their Forensic Services Division is to provide timely and accurate latent print fingerprint processing and comparison of evidence to aid in the identification of suspects or to exclude persons during criminal investigations. The objective of this proposal was to use overtime to enable the Division to work additional cases that will reduce backlogs

and provide more timely results. Analysts were currently completing an average of .12 cases per hour. The Division's anticipated outcome is to use approximately 1,278 hours of overtime to complete an additional 153 latent print cases that will reduce backlog and improve turn-around-time.

MPD's contracting of a firm to conduct certified latent print analyses would allow MPD's sole Fingerprint Identification Technician to focus on handling new case work moving forward, while completing the required AFIS work on the firm's submissions of value. Even with the increase in cases proportionate to Maui County's growing population and tourism, MPD continues to have only one examiner.

Additionally, MPD is pursuing two projects to assist in reducing latent print backlog in the future: to remove some of the non-latent print analysis job responsibilities, we are researching a second AFIS workstation for the Forensic Facility that can be used by a new employee to conduct the daily ten print arrest related prints and mugshot photo quality control. The Mayor has approved funding (still must obtain County Council approval) for a new position, Police Evidence Specialist I (Fingerprints specialty) who will be trained in crime scene processing (to assist in major events), but will participate in the 5-month intensive International Fingerprint Academy (similar to Kauai PD's approach) in Mississippi. The current Fingerprint Identification Technician position will focus primarily on latent fingerprints, while the new position will focus primarily on classifying and verifying fingerprint records of criminal (ten prints) and non-criminal prints and mug shot verifications using the AFIS.

B. GOALS AND OBJECTIVES

GOAL: To significantly reduce Maui Police Department's latent fingerprint backlog by securing contractual services for a field-tested forensic business model that provides certified forensic experts who work in accredited laboratories.

- 1) Objective a: Through standard procurement procedures, MPD will contract with an accredited forensic firm to provide the following:
 - i. Assessment and review of MPD's existing latent print case backlog
 - ii. Prepare a contract to address the case specifics
 - iii. A preliminary report will be compiled to set the benchmark for addressing the backlog with dates and case goals to be completed within quarterly time frame. The objective is to complete all of the 248-cases by June 30, 2023.
- 2) Objective b: Coordinate with the Latent Print forensic firm the proper documentation and packaging (chains of custody) for latent lifts/images as groupings of separate cases:
 - i. Case latents will be tracked in the Latent Print Database tracking spreadsheet for legal accountability, including secure individualized

- shipments, final reports received, completion of cases
 - ii. Ensure the deliveries as clearly indicated by the forensic firm
 - iii. A report will be compiled quarterly to monitor progress, indicating case submission to firm and reports received from firm. The objective is to transfer 62-cases quarterly between the firm and MPD.
- 3) Objective c: The Latent Print Firm will provide to MPD the following actionable items:
 - i. Evaluation by certified latent print examiners of each latent lift (or digital image) to determine which ones have latent prints of value for comparison purposes.
 - ii. Each latent print of value will be marked with a unique identifier for that case and will be electronically captured.
 - iii. A worksheet will be prepared for each case denoting each latent print of value, including type of latent print (fingertip, palm print, etc.)
 - iv. For cases which contain known suspect prints, conduct latent print comparisons
 - v. Formal written reports will be prepared by the certified examiners detailing findings for each separate case
 - vi. DVD(s) compiled to contain digital images of all latent prints of value, the worksheets and final reports.
 - vii. A report will be compiled quarterly to monitor progress, indicating case actions taken by MPD Fingerprints Unit on reports received from the firm, results of AFIS searches and total completed cases. The objective is to complete 62-cases quarterly.

C. PROJECT ACTIVITIES

1. Provide Latent Fingerprint Case spreadsheet and details to forensic firm for assessment. A report will be compiled to set the benchmark for addressing the backlog with dates and case goals to be completed within quarterly time frame.
2. Prepare case latents for secure shipment via individualized packaging identifier and send the evidence items to forensic firm as designated by their specifications. A report and spreadsheet will be compiled quarterly to monitor progress, indicating case submission to firm.
3. Provide active interaction with team members throughout the process –ensuring effective communication of details. A spreadsheet will be used to contemporaneously monitor progress, indicating case submissions to firm and notes of discussions.
3. Receive from the forensic firm the case-specific final reports, worksheets, and related digital images for inclusion into each case. Evidence will be subject to this technical review process:

- a. For evidence that has been deemed, “No Value for Fingerprint Analysis,” MPD’s Fingerprints Unit will not review every piece of evidence. A process will be implemented to select one of every ten (10) items received to be subjected to technical review. The results of this review will be documented into the MPD police report along with the results of the firm.
 - b. For evidence that has been deemed, “Of Value for Fingerprint Analysis,” MPD’s Fingerprint and Identification Technician will conduct the standard processing methodology, starting with uploading into the AFIS (Automated Fingerprint Identification System), which includes her Analysis of each piece of evidence and marking for identifiable characteristics. If the AFIS returns a “hit list” on any of the submitted evidence, she will conduct manual comparison and examination to verify a match.
4. MPD will be responsible for the complete integration of firm work product into the active case load, including inclusion into the records management system, notification of investigators and prosecutors of findings, and completion of a report detailing actions taken. A report and spreadsheet will monitor progress, indicating case reports and evidence items received from firm, actions taken by MPD (including “no value” verifications, AFIS search results, and comparison/examination results to verify any match), and the cases closed.

Proposed Timeline:

- July 2022: solicit bids from accredited forensic latent print firms in conformance with standard procurement procedures, including signed legal contracts specifying expectations to be coordinated by Maui Department of the Corporation Counsel.
- September 2022: coordinate assessment of latent fingerprint backlog with firm.
- October 2022: begin shipments to firm for latent analyses.
- December 2022: MPD to begin receiving final reports from firm.
- June 30 2023: firm completes analyses for all MPD backlog cases and returns evidence to MPD for action. MPD’s Fingerprint Unit will conduct technical reviews upon intake of the work product received from the firm, in an on-going contemporaneous manner.
- June 2023: all evidence and cases updated at MPD for final disposition.

Objective	Activities
A: Through standard procurement procedures, MPD will contract with an accredited forensics firm	Maui Finance Department will coordinate the bid posting announcing solicitation, including specific criteria. Bids will be evaluated by MPD project team for selection based on meeting minimum specifications. Maui Corporation Counsel will issue a contract with the selected bid. Once contract is finalized a dedicated budget code will be issued by Finance,

	allowing tracking of all related expenditures.
Assessment and review of MPD's existing latent print case backlog	Fingerprints team will compile list of existing latent print case backlog.
Prepare a contract to address the case specifics	Forensic firm will provide a detailed plan and will base actions on specific evidence items per the backlog spreadsheet for consideration in preparing their contract cost estimate.
B: Coordinate with the Latent Print forensic firm the proper documentation and packaging (chains of custody) for latent lifts/images as groupings of separate cases	Clear communications and documentation will provide detailed chains of custody for all evidence items to maintain their evidentiary value. Database will reflect up-to-date documentation of packaging (shipment numbers).
Case latents will be tracked in the Latent Print Database tracking spreadsheet for legal accountability, including secure individualized shipments, final reports received, completion of cases	The database is stored on a share file, with redundant back-ups to ensure accuracy. The database will be updated to reflect specifics related to evidence shipments (to and from), reports received and cases completed.
Ensure the deliveries as clearly indicated by the forensic firm	Firm will provide specific shipping information to ensure effective communication and tracking. Documentation will be included into each report.
C: The Latent Print Firm will provide to MPD actionable items	Firm will provide necessary tracking and communications to be included in each case record.
Evaluation by certified latent print examiners of each latent lift (or digital image) to determine which ones have latent prints of value for comparison purposes.	Firm will utilize a team of highly-qualified examiners using the accepted ACE-V techniques to evaluate each latent (or digital image of latent). Database will reflect the number of latent prints of value determined by the examination.
Each latent print of value will be marked with a unique identifier for that case and will be electronically captured.	Firm will ensure assignment of a unique identifying descriptor for each case and each print of value will be electronically captured.
A worksheet will be prepared for each case denoting each latent print of value, including type of latent print (fingertip, palm print, etc.)	Firm will provide details for the value of each latent print
For cases which contain known suspect prints, conduct latent print comparisons	Examiners will conduct comparisons on any latent prints when known suspects prints are included in the evidence.

Formal written reports will be prepared by the certified examiners detailing findings for each separate case	Firm will provide formal written reports to MPD for all examiner findings. Report will be individualized for each specific case and report will be included by MPD into the records management system and tracked by the database.
DVD(s) compiled to contain digital images of all latent prints of value, the worksheets and final reports.	Firm will provide to MPD DVD(s) compiled with images of all latent prints of value, along with worksheets and final reports. MPD Fingerprints Unit will upload all digital images of value into the Hawaii AFIS and will track in the database.

D. PROJECT ORGANIZATION AND MANAGEMENT

The Project Director, Anthony EARLES, Police Evidence Specialist III, will coordinate the execution of the project once funding has been secured by Financial Officer, Maryjane EUSEBIO, Accountant II. A dedicated accounting code will be set up by the County of Maui Director of Finance. The execution of the project will involve procurement of a contract with a qualified accredited forensic firm, utilizing certified latent print examiners to conduct work on behalf of the Maui Police Department, and monitoring of the project progress as applicable to the objectives by EARLES.

The Fingerprints Unit is part of Forensics/Identification Unit is part of Criminal Investigations Division, Investigative Services Bureau of the Maui County Police Department. The Project Director reports to the Commander of Criminal Investigations Division, Acting Captain Lance MARKS. The Financial Officer reports to MPD Business Administrator, Ms. Melissa MAGONIGLE.

E. PERSONNEL

No additional staff is needed for this project.

F. BRIEF PERSONNEL BIOGRAPHIES

Existing team members who will contribute to the success of this design project:
 Lance MARKS, Acting Captain, Criminal Investigations Division
 Anthony EARLES, Police Evidence Specialist III - supervisor of the Forensics/ID Unit
 Darna MIGUEL, Fingerprint Identification Technician

The Maui Police Department's Fingerprints Unit is part of the Criminal Investigation Division, with a dedicated fingerprint position. The Fingerprints Unit is supervised

directly on-site by the Anthony EARLES – Police Evidence Specialist III.

Mr. EARLES, supervisor of the Forensics/Identification Unit and Forensic Facility, is a Certified Crime Scene Investigator by The International Association for Identification Crime Scene Certification Board since 2007. He received his Masters of Science degree in Forensic Science in 1987, and Bachelor of Science degree in Biology in 1985, with a minor in Chemistry. Mr. EARLES has been with MPD since March 2006. EARLES has completed 200-hours of fingerprint-related training approved by IAI.

Ms. Darna MIGUEL, Fingerprint Identification Technician, has been with MPD since April 1990, serving as fingerprint examiner since 1991, combining ten print verifications and latent fingerprint analysis. She has completed numerous IAI-approved trainings.

G. PARTICIPATING AGENCIES

This latent print backlog project will be coordinated by members of the Maui Police Department's Criminal Investigations Division: Forensics/Identification Unit.

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

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

- **Number of cases transferred to the forensic firm from MPD.**
- **Number of backlog cases returned from the forensic firm to MPD for action.**
- **Number of latent prints of value for comparison purposes.**
- **Number of latent prints of NO value for analysis purposes.**
- **Number of backlog cases for analysis remaining.**

MPD's Fingerprint and Identification Technician will be collecting this data, keeping the existing spreadsheet updated throughout the process and the Forensics/Identification Unit Supervisor will be gathering and reporting data. The Excel Spreadsheet, "Latent Backlog Spreadsheet created 12/16/2020 (located on the share file system for the Fingerprints Unit) will be used to maintain organization of the data.

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. Reporting will be submitted quarterly by the Forensics/Identification Unit Supervisor. Refer to <https://bjapmt.ojp.gov/help/JAGDocs.html>, to locate the applicable performance measures to be reported on for this project.

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

Reducing the Fingerprints Unit backlog will benefit Maui County and the State of Hawaii by:

- Potential to reduce new crimes as a backlog allows offenders to remain at large while the unworked cases sit in evidence storage.
- Expedite judicial processes: scientific data regarding evidence is infrequently questioned as many defense representatives will encourage plea compromises, thereby reducing court cases and trials. National Institute of Justice 2008 survey of jurors revealed that 36% expect to see fingerprint evidence in every criminal case.
- Lower the crime burden on our community by successfully imposing incarceration, thereby removing potential for recidivism while in custody
- Potential to reduce violent crimes: criminals may often commit less serious crimes without being held accountable for their actions (or even identified as the responsible perpetrator), which may lead to increasing their confidence and encourage them to attempt further violations.

Sustainability: Maintenance of the latent fingerprint files will continue to be the responsibility of the Maui Police Department, remaining within the budgetary auspices within the County of Maui.

**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			
Latent Backlog Reduction	62000	1 year	<input type="checkbox"/> Consultant <input checked="" 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 Consultant Services/Contracts						\$62000
						AMOUNT

COST ELEMENT					
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		
		\$	\$		
		\$	\$		
		\$	\$		
Total Equipment					\$
G. Other Costs	Quantity	Cost by Unit	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
Total Other Costs					\$
H. Indirect Costs	Base	Rate (%)	Subtotal		
	\$		\$		
	\$		\$		
	\$		\$		
Total Indirect Costs					\$
TOTAL PROJECT COSTS \$62000					

BUDGET EXPLANATION:

A. Salaries and Wages

B. Fringe Benefits

The composite fringe benefit rate is at _____% for _____ (list positions). The rate consists of the following fringe benefit items and computed rates:

C. Consultant Services/Contracts

To provide a contract with a forensic firm based on the following parameters: a typical latent case consists of 3-5 latent lifts, takes approximately 2-hours to complete, including a report and electronic capturing of all latent prints of value, which may be suitable for searching by the MPD AFIS. Current MPD backlog is 248-cases @ \$250.00 per case average would total \$62,000.00 Total = \$62,000.00

D. Transportation and Subsistence

E. Supplies

F. Equipment

G. Other Costs

H. Indirect Costs

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:

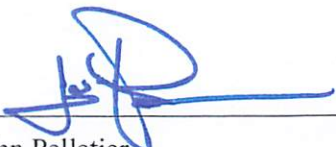
1. This project, upon approval, shall constitute an official part of Hawaii's Drug Control and System Improvement Formula Grant Program established under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690).
2. Any grant awarded pursuant to this application 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:

Name:

Agency:



John Pelletier
Maui Police Department

Date:

Title:

6/29/22

Chief of Police

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://ojpsso.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

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:

Name:

Agency:


John Pelletier

Date:

Title: Chief of Police

JUN 29 2022

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature:



Date:

6/29/22

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:

Name:

Agency:

John Pelletier

Maui Police Department

Date:

Title: Chief of Police

JUN 29 2022

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:

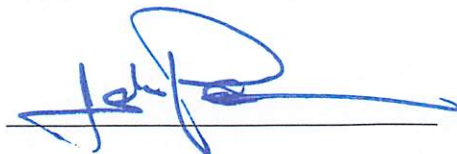
- (1) a coordinator who is responsible for overseeing the complaint process. The agency's coordinator is:

<u>Nelson Hamilton</u>	<u>Lieutenant</u>	<u>8082446300</u>
Name	Title	Phone

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

SUBMITTED BY:

Signature:



Date:

6/29/22

Name:

John Pelletier

Title: Chief of Police

(Head of Agency or Designee)

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: Anthony Earles

Telephone Number: 808-463-3830

E-Mail Address: anthony.earles@mpd.net

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Print or Type Name and Title

Signature

Date

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

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

I, 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

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

[illegible]

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

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

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

Public Reporting Burden Statement

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



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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.