

ALAN M. ARAKAWA
MAYOR

OUR REFERENCE
GT/lu
YOUR REFERENCE

POLICE DEPARTMENT

COUNTY OF MAUI

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

August 8, 2016



2016 AUG -9 AM 9: 57 TIVOLI S. FAAUMU

CHIEF OF POLICE

DEAN M. RICKARD

DEPUTY CHIEF OF POLICE

OFFICE OF THE
COUNTY CLERK

2016 AUG 11 PM 2: 44

RECEIVED

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

For transmittal to:

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

APPROVED FOR TRANSMITTAL

[Signature] 8/11/16
Mayor Date

Dear Chair White and Members:

SUBJECT: PURCHASE OF PORTABLE, FIELD PRESUMPTIVE GUNSHOT RESIDUE
AND EXPLOSIVES DETECTION SYSTEM

In accordance with Ordinance No. 4231, Bill 38 (2015) Fiscal Year 2016 Budget and Ordinance No. 4311, Bill 39 (2016), we are hereby transmitting to you a copy of the grant agreement with the State of Hawaii, Department of the Attorney General for the Purchase of Portable, Field Presumptive Gunshot Residue and Explosives Detection System grant for the period of March 1, 2016 to September 30, 2016 in the amount of \$7,410.00.

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

Sincerely,

[Signature]
TIVOLI S. FAAUMU
Chief of Police

cc: Sananda K. Baz, Budget Director

COUNTY COMMUNICATION NO. 16-176

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of March 1, 2016, by and between the Department of the Attorney General, State of Hawaii, hereinafter called "Agency", by and through the Attorney General, and County of Maui, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Hawaii 96793, hereinafter called "Grantee", for the benefit of the Maui Police Department, which is identified as the applicant on Exhibit "A" attached hereto.

WITNESSETH

WHEREAS, Public Law 106-561, the Paul Coverdell National Forensic Sciences Improvement Act, as amended, authorizes funding to improve the quality, timeliness, and credibility of forensic science services for criminal justice purposes;

WHEREAS, award amounts are pre-determined according to the allocation criteria set forth in 42 U.S.C. §37971, section 2803 (a);

WHEREAS, the Department of the Attorney General, as the designated State Administating Agency, applied for and was awarded funds under the Act;

WHEREAS, Grantee is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations, contained in the Paul Coverdell Forensic Science Improvement Grant announcement, and 28 C.F.R. Chapter 1, Part 66, and has applied to Agency for receipt of the same as a subgrantee;

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

WHEREAS, Grantee has demonstrated the capacity to provide the services, programs and activities described herein

and is ready, willing and able to provide the required services, programs and activities;

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

A. SCOPE OF SERVICES.

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

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from March 1, 2016 to and including September 30, 2016 unless this Contract is sooner terminated as hereinafter provided or unless this Contract is extended in accordance with Section L. of this Contract.

C. PERFORMANCE REQUIREMENTS AND CONDITIONS.

1. Grantee shall comply with the guidelines set forth in the Act and all applicable federal regulations and guidelines, including but not limited to guidance issued by the Bureau of Justice Assistance, 28 C.F.R. Chapter 1, Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and Office of Management and Budget circulars and the effective edition of the Office of Justice Programs' financial manual entitled "Financial Guide."

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

3. Grantee shall provide for an independent audit of its activities on a periodic basis in accordance with Office of Management and Budget Circular A-133.

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

shall result in the withdrawal of funds from Grantee and/or the unavailability of future funding for Grantee.

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

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

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

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

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

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

10. Grantee shall maintain accounting procedures and practices acceptable to Agency, and books, records, documents and other evidence which sufficiently, accurately and properly reflect all direct and indirect expenditures and all interest or other income earned as the result of funds provided

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

11. The final drawdown for funds shall be received by Agency no later than thirty (30) days after the Contract terminates.

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

sixty (60) days after this Contract terminates shall be returned to Agency.

13. Grantee shall submit progress reports as required for the Act funds to Agency during the term of the Contract as stipulated under Part IV. of the Application for Grant, Attachments, Acceptance of Special Conditions, Section 6.

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

D. PERSONNEL.

1. Grantee shall secure at its own expense all personnel required to perform the services required under this Contract. All such personnel shall not be considered employees

of, or have any contractual relationship with the State of Hawaii unless Grantee is otherwise an agency of the State.

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

E. SUBCONTRACTS.

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

F. SERVICES AS INDEPENDENT CONTRACTOR.

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

reason of the Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. The Grantee also is responsible for obtaining all licenses, permits and certificates that may be required in order to perform this Contract.

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

G. COMPENSATION.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed seven thousand four hundred ten and 00/100 dollars (\$7,410.00) to be spent for the purposes of this Contract. This sum represents any and all compensation to be paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses which it incurs or may incur in connection with this Contract.

2. It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation under this Contract to be payable out of federal funds, this Contract shall be construed to be an agreement to pay such portion to the Grantee only out of federal funds to be received

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

H. METHOD OF PAYMENT.

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

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

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

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

c. If an amount of reported expenditures is preliminarily determined by Agency to be inappropriate and unallowable, Agency may deduct an equivalent amount from the next payable installment and may withhold payment of the amount of the moneys equivalent to the questioned expenditures until

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

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

I. INDEMNIFICATION.

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

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

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

3. The County of Maui will indemnify to the extent permitted by law, and that payment is subject to approval by the county council.

J. CONFIDENTIAL MATERIAL.

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

material provided by the Grantee or the Agency shall be kept confidential only to the extent permitted by law. Grantee shall comply with the requirements of Chapters 487J, 487N and 487R, Hawaii Revised Statutes as applicable.

K. COPYRIGHT AND PATENT.

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

L. MODIFICATION OF CONTRACT.

Any modification, alteration, amendment, or change to this Contract other than to the "Application For Grant" (attached hereto as part of Exhibit "A") or to the period during which this Contract is in effect in Section B, including increases (subject to the availability of funds) or decreases in

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

M. CONFLICT OF INTEREST.

Grantee represents that it presently has no interest and promises that it shall not acquire any interest,

direct or indirect, that would conflict in any manner or degree with the performance of the services under this Contract.

N. TERMINATION OF CONTRACT.

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

2. Furthermore, Agency may terminate this Contract without statement of cause at any time by giving written notice to Grantee of such termination at least thirty

(30) calendar days before the effective date of such termination.

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

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

O. WAIVER.

The failure of the Agency to insist upon strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a

waiver or relinquishment of the Agency's right to enforce the same in accordance with this Contract. It is expressly understood and agreed that no waiver granted by Agency on account of any violation of any promise, term or condition of this Contract shall constitute or be construed in any manner as a waiver of the promise, term or condition or of the right to enforce the same as to any other or further violation.

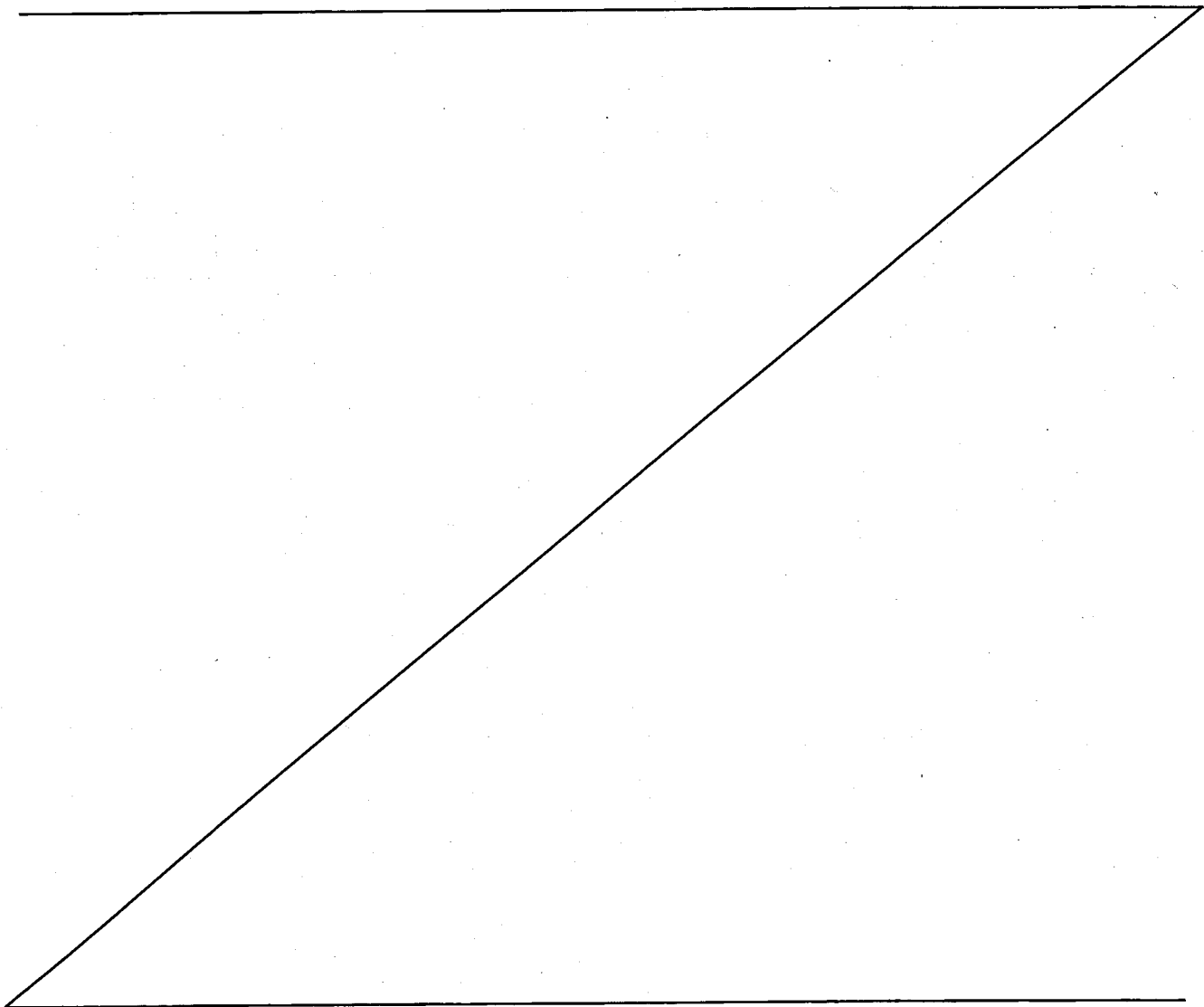
P. DISPUTES; GOVERNING LAW; VENUE.

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

Contract or for breach of this Contract shall be brought only in a State court of competent jurisdiction in Honolulu, Hawaii.

Q. ADDITIONAL CONDITIONS.

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



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

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

APPROVED AS TO FORM:

Heane Jackson
Deputy Attorney General, State of Hawaii

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

By Russell A. Suzuki
Print Name Russell A. Suzuki
Its First Deputy Attorney General
Date 7-28-16

APPROVED RECOMMENDED:

By Tivoli Faaumu
Print Name Tivoli Faaumu
Title Chief of Police
Date 2/22/16

County of Maui ("Grantee")
By Keith A. Regan, ("GRANTEE")
Print Name KEITH A. REGAN
Title MAYOR
Date 6/9/16 ACTING MAYOR, COUNTY OF MAUI

APPROVED AS TO FORM AND LEGALITY

By J. L. Sheppard
Print Name J. L. Sheppard
Title Deputy Corporation Counsel
Date 5/31/16

By Danilo F. Agonlog
Print Name Danilo F. Agonlog
Title Director of Finance
Date JUN - 8 2016

(LF 2016-0712)

By Sananda Baz
Print Name Sananda Baz
Title Budget Director
Date 5/24/16

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

APPLICATION FOR GRANT

PART I. TITLE PAGE

- A. **PROJECT TITLE:** Purchase of Portable, Field Presumptive Gunshot Residue and Explosives Detection System
- B. **APPLICANT AGENCY:** Maui Police Department
- C. **ADDRESS:** 55 Mahalani Street, Wailuku, Hawaii 96793
- D. **LOCATION OF PROJECT:** 55 Mahalani Street, Wailuku, Hawaii 96793
- E. **PROJECT PERIOD:** From March 1, 2016 To September 30, 2016
- F. **AUTHORIZING GRANT:** FY 15 Paul Coverdell Forensic Sciences Improvement Act
- G. **TYPE OF AWARD:** New ☒ Continuation ☐
- H. **TOTAL PROJECT COSTS:** \$7,410
- I. **PROJECT DIRECTOR**
Name: Anthony Earles Title: Police Evidence Specialist E-Mail: Anthony.earles@mpd.net
Address: 55 Mahalani Street, Wailuku, Hawaii 96793
PHONE: 808-463-3830
- J. **FINANCIAL OFFICER**
Name: Lesley Uemae Title: Accountant I E-Mail: lesleyann.uemae@mpd.net
Address: 55 Mahalani Street, Wailuku, Hawaii 96793
PHONE: 808-244-6309

FOR CPJAD USE	
Date Received: <u>1/11/16</u>	Project Number: <u>15-CD-01</u>

Exhibit A

APPLICATION FOR FY 2015 PAUL COVERDELL GRANTS PROGRAM

PART II. DESCRIPTION OF PROJECT

A. PROGRAM NARRATIVE

The County of Maui, Hawaii, (population 160,000) handles an average of 85 cases per year involving firearms. Currently, analysis of the GunShot Residue (GSR) Evidence Recovery Kit by a Criminalist using Scanning Electron Microscopy requires police investigations to be on hold for many months – even years, awaiting placement into the statewide calendar of analyses and the final report of findings. XCAT Gunshot Residue and Explosives Detection Systems are portable, field presumptive tests which produce results within minutes. This project is proposing to purchase three system units which will be located in outlying districts within Maui County (i.e. Island of Lanai, Island of Molokai) and one in the central district of Wailuku to service Maui Island.

The implementation and goal of the project is to reduce the forensic analysis backlogs at our state laboratory by removing samples which can be pre-screened at the scene and not included in requests for additional analysis. These systems will reduce the number of cases requiring confirmatory testing by traditional methods. The presumptive analysis will improve the quality and timeliness of forensic science services by bringing the tests into the field within the proper sampling window of 2-4 hours to provide immediate results which will facilitate the investigation, and will eliminate the backlog in the analysis of forensic evidence with respect to firearms and trace evidence.

The Honolulu Police Department – Scientific Investigation Section serves as the state crime laboratory for Hawaii. Two criminalists perform the gunshot residue analyses within the Trace Evidence Unit. The County of Maui is pursuing the use of the latest

technological advances in presumptive testing to expedite the caseload of an average of 85-cases per year involving firearms.

The XCAT Gunshot Residue and Explosives Detection System is a portable, field presumptive test for lead (a primary component of gunshot residue) producing results within minutes. The presumptive result provided by the XCAT yields immediate actionable intelligence to law enforcement to facilitate their investigation, without compromising the confirmatory test necessary to further support the investigation and legal case.

Gunshot residue sampling (for both the currently used GSR Kit and XCAT system) must be performed within 2-4-hours of firearm discharge (on live subjects). Positive results can be obtained after firing as little as one shot. Maui County Police Department serves four islands within our county: Island of Lanai, Island of Molokai, Island of Kahoolawe and the main Island of Maui. Geographical challenges make gunshot residue sampling within the critical time period a high priority.

B. GOALS AND OBJECTIVES

Goal: To reduce the forensic analysis backlogs by removing samples which can be pre-screened at the scene and not included in requests for additional analysis.

Objective 1: To reduce the number of cases needing to go for confirmatory testing by 50% (from 85 current basis to 40 by the end of the project) by using the XCAT presumptive testing.

Objective 2: Train 100% of crime scene personnel in Lanai, Molokai, and Wailuku on how to use the XCAT portable machines.

C. PROJECT ACTIVITIES

- Purchase (3) XCAT portable machines in the first 3 months of the project period.
- Implementation and use of the XCAT presumptive test in the field. For implementation of these XCAT Systems throughout Maui County, personnel within each of the districts will be trained by Crime Scene Unit specialists and will be instructed on the proper documentation and storage of samples recovered. The operation instructions of these systems are easily communicated and hands-on exercises will ensure proper use. The manufacturer has previously provided us with a demonstration unit – which we conducted our own tests on numerous subjects following live firearms discharge at the Maui Police Department Firing Range.
- Train all personnel in Lanai, Molokai, and Wailuku on how to use the XCAT properly within 2 months of receiving the device. For implementation of these XCAT Systems throughout Maui County, personnel within each of the districts will be trained by Crime Scene Unit specialists and will be instructed on the proper documentation and storage of samples recovered. The operation instructions of these systems are easily communicated and hands-on exercises will ensure proper use. The manufacturer has previously provided us with a demonstration unit – which we conducted our own tests on numerous subjects following live firearms discharge at the Maui Police Department Firing Range.

- o Complete yearly training on the use of XCAT.

D. PROJECT ORGANIZATION AND MANAGEMENT

Maui County Police Department consists of three staff positions in the Crime Scene Unit, under the Criminal Investigation Division. A Police Evidence Specialist III supervises the unit and coordinates departmental and community education related to crime scene processing. Along with two Police Evidence Specialist II's, the unit is responsible for all documentation and processing of major crime scenes within Maui County, inclusive of: Island of Lanai; Island of Molokai; and Island of Maui.

The unit supervisor is a Certified Crime Scene Investigator (since 2007) as administered by the Crime Scene Certification Board of the International Association for Identification. The other staff are active members of The Association, including participation in educational conferences and related on-going training. At least one of our team participates in the annual Educational Conference of The Association – attending workshops and lectures to keep up-to-date on latest technologies.

The Crime Scene Unit is responsible for instructing: every police recruit class for 40-hours of crime scene investigation techniques, detective and supervisor related training, in-service training for patrol units, and the supervisor coordinates and conducts an annual CSI Camp (40-hours) for high school students.

External Investigations

The Maui Police Department is a local law enforcement agency with jurisdiction including the islands of Maui, Lana'i and Moloka'i. The MPD has an Internal Affairs (IA) section and the Maui Police Commission that have the authority to conduct

independent investigations into allegations of serious negligence or misconduct by MPD employees and contractors, completely free from influence or supervision from management officials.

Accepted Laboratory Practices and Procedures

The MPD Crime Scene Unit will be using laboratory practices and procedures generally accepted within the forensic science community, and as described within MPD's Administrative and General Orders.

E. PERSONNEL

Project Director: Anthony EARLES, Police Evidence Specialist II, Maui Police Department, Criminal Investigation Division – Forensics/ID Unit. 808-463-3830.

F. BRIEF PERSONNEL BIOGRAPHIES

Earles, Anthony – has been a Police Evidence Specialist with the Maui Police Department for over nearly ten years. Anthony is assigned to the Criminal Investigation Division's Forensics/ID Unit in Wailuku, Hawai'i. He created and coordinated the annual *Maui CSI Camp* program for high school students starting in 2011. He presents the weeklong CSI instruction for police recruit classes, as well as conducts in-service training for patrol officers, supervisors and detectives. He is certified by the IAI as a Certified Crime Scene Investigator, and has a Master of Science degree in Forensic Science and a Bachelor of Science degree in Biology (Chemistry minor) from Virginia Commonwealth University (Richmond).

G. PERFORMANCE INDICATORS/OUTCOME MEASURES

Objective 1: To reduce the number of cases needing to go for confirmatory testing by 50% (from 85 current basis to 40 by the end of the project) by using the XCAT presumptive testing.

- Performance Measure: To purchase (3) XCAT portable machines in the first 3 months evident by the receipt of purchase.
- Performance Measure: Number of cases sent to HPD for confirmatory tests at the beginning and at the end of the project using an internal spreadsheet log of cases.
- Performance Measure: Number of cases XCAT portable machines are pre-screening (by island) at the beginning of the project and at the end of the project using an internal spreadsheet log of cases.

Objective 2: Train 100% of crime scene personnel in Lanai, Molokai, and Wailuku on how to use the XCAT properly evident through attendance sheets and copies of certificates of completion.

- Performance Measure: Number of personnel trained evident by attendance sheets
- Performance Measure: Implement yearly trainings on the use of XCAT evident by training dates and agendas.

DATA COLLECTION PLAN

The Project Director will be responsible for collecting and maintaining all stipulated performance indicators/outcome measures (including Coverdell grant specific performance measures and data). Project specific measures determine whether project goals and objectives have been met.

Stipulated Coverdell Grant Performance Measures

- The average number of days to process a sample at the beginning of the grant period;
- Average number of days to process a sample at the end of the grant period;
- Number of backlogged cases at the end of the grant period;
- Number of forensic science personnel attending training;
- Number of medical examiner personnel attending training programs.

For all activities funded by this grant project, the Project Director will document and maintain an organized file. Semiannual progress reports and a final report will be completed and submitted by the Project Director, along with any other applicable reports and materials. Quarterly financial status reports will be completed and submitted by the Financial Officer.

APPLICATION FOR FY 2015 PAUL COVERDELL GRANTS PROGRAM

PART III. BUDGET DETAIL AND EXPLANATION

BUDGET DETAIL:

COST ELEMENT					AMOUNT
A. Salaries and Wages					
Position Title	No. of Positions	Monthly rate	Subtotal		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
Total Salaries and Wages					\$0
B. Fringe Benefits					
		Employee Benefits @ _____ %			
Position Title	No. of Positions	Monthly Rate	Subtotal		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
Total Fringe Benefits					\$0
C. Consultants/Contracts					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
			<input type="checkbox"/> Consultant <input type="checkbox"/> Contract		
Total Consultants/Contracts					\$0
D. Transportation and Subsistence					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
Total Transportation and Subsistence					\$0
E. Office Supplies					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal		
		\$	\$		
Total Office Supplies					\$0

F. Equipment				
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal	
XCAT Gunshot Residue & Explosives Detection System	3	\$2470	\$7410	
Total Equipment				\$7410
G. Other Costs	Quantity	Cost by Unit	Subtotal	
Total Other Costs				\$0
TOTAL PROJECT COSTS \$7,410				

BUDGET EXPLANATION:

A. Salaries and Wages

N/A

B. Fringe Benefits

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

C. Consultants/Contracts

N/A

D. Transportation and Subsistence

N/A

E. Office Supplies

N/A

F. Equipment

The XCAT Gunshot Residue and Explosives Detection System is a portable, field presumptive test for lead (a primary component of gunshot residue) producing results within minutes. Current GSR analyses take months to complete. The XCAT does not alter the sample, allowing for confirmatory analysis by a Criminalist on a Scanning Electron Microscope. These three units would expedite the sampling of the hands of persons suspected of discharging a firearm, which could be a valuable investigative tool. Gunshot residue sampling must be performed within 2-4-hours of firearm discharge. These units would be located in outlying districts within Maui County (i.e. Lanai, Molokai) and in the central Wailuku district to ensure that sampling can be performed within the crucial 2-4-hour window. Specific personnel within each district would be trained by Evidence Specialists in the proper use and recovery of samples.

Total = \$7,410

G. Other Costs

N/A

IV. Attachments

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 the Paul Coverdell Forensic Sciences Improvement Grants ("Coverdell grants") under part BB of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Sec. 3797).
2. Any grant awarded pursuant to this application shall be subject to and will be administered in conformity with:
 - (a) general conditions applicable to administration of grants under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690), as amended, as applicable;
 - (b) conditions applicable to the fiscal administration of grants under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690), as amended, as applicable;
 - (c) any special conditions contained in the grant award; and
 - (d) general and fiscal regulations of the Crime Prevention and Justice Assistance Division.
3. Any grant received as a result of this application may be terminated, or fund payment may be discontinued, by the Crime Prevention and Justice Assistance Division when it finds a substantial failure to comply with the foregoing provisions, the application obligations or for non-availability of funds.

SUBMITTED BY:

Signature: Tivoli S. Faaumu Date: 2/22/16
Name: Tivoli Faaumu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS
PROGRAM SPECIAL CONDITIONS

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

1. Applicability of Part 200 Uniform Requirements

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

Grantee agrees to comply with the applicable audit requirements of 2 C.F.R. Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and current edition of the DOJ Grants Financial Guide.

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

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

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

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

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

3. Generally Accepted Laboratory Practices

Grantee shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

4. External Investigations

Grantee shall ensure that the requirements of 42 U.S.C. section 3797k(4) (which relate to independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

Grantee acknowledges, that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, the National Institute of (NIJ) assumes that Grantee (and sub-grantees) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application.

5. Use of Funds

No Research. Funds provided under this award shall be used only for the purposes and types of expenses set forth in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the CPJAD Criminal Justice Planning Specialist prior to incurring the expense or commencing the activity in question.

Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any laws, regulation or policy, at any level of government, without the express prior written approval of CPJAD.

6. Reporting Requirements and Performance Metrics

Grantee shall comply with all reporting, data collection and evaluation requirements, as prescribed by law and entailed by the NIJ in program guidance for the Coverdell

program. The Grantee shall also complete and submit both semi-annual progress reports and final reports.

Semi-Annual Progress Reports

Grantee must utilize and complete the Progress Report Format Form, AG/CPJAD #20 (Coverdell), every six months following the calendar year. The progress reports are to cover activities that the Grantee has completed and must include data on the following Coverdell identified performance measures, as applicable:

Goal/Objective	Performance Measures	Data Grantee Provides
To improve the quality and timeliness of forensic services and to reduce the number of backlogged cases in forensic laboratories.	Outcome Measure	Average number of days to process a sample at the beginning of the grant period.
	1. Percent reduction in the average number of days from submission of a sample to a forensic science laboratory to the delivery of test results to a requesting agency.	Average number of days to process a sample at the end of the grant period.
	2. Percent reduction in the number of backlogged forensic cases.	Number of backlogged cases at the beginning of the grant period.
	Output Measure	Number of backlogged cases at the end of the grant period.
	The number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with Coverdell funds (if applicable to the grant)	Number of forensic science personnel attending training. Number of medical examiner personnel attending training programs.

The semi-annual reporting periods and due dates are:

January 1 through June 30

Due: July 15

July 1 through December 31

Due: January 15

Final Report

Grantee agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out with the award, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; and (3) an identification of the

number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. The Grantee is required to collect data necessary for this report. This report is due no later than 30 days following the close of the award period or the expiration of any extension periods.

Grantee shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral.

Should the project period for this award be extended, the Grantee shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the Grantee shall submit the required information as to any period not covered by prior reports as part of its final report.

Grantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

7. Press Releases

Grantee shall transmit to the CPJAD Criminal Justice Planning Specialist copies of all official grant-related press releases at least thirty (30) working days prior to public release. Advance notice permits time for coordination of release of information by CPJAD and NIJ where appropriate and to respond to press or public inquiries.

8. Development and Use of Publications, Curricula, Training Materials, etc.

To assist in information sharing, the Grantee shall provide the assigned CPJAD Criminal Justice Planning Specialist with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to their public release. NIJ defines publications as any written, visual, or sound material substantively based on the project, formally prepared by the Grantee for dissemination to the public. Submission of publications prior to their public release aids CPJAD and NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) – excluding press releases and newsletters – whether published at the Grantee's or government's expense, shall contain the following statement:

"This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, finding, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice or the Hawaii Department of the Attorney General."

This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

(*) Grantee should contact the assigned Specialist for the federal grant number.

9. Copyrights

Grantee acknowledges that the Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a Grantee or Sub-Grantee purchases ownership with Federal support.

Grantee acknowledges that the Office of Justice Programs has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of the Grantee (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

10. 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.

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

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

policies, and guidance is available in the DOJ Grants Financial Guide Conference Cost Chapter.

Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

12. 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.

13. Information Technology Compliance

Grantee agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

14. 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.

SUBMITTED BY:

Signature: Tivoli S. Faaumu Date: 2/22/16
Name: Tivoli Faaumu Title: Chief of Police
Agency: 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: Tivoli S. Faaumu Date: 2/22/16
Name: Tivoli Faaumu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION

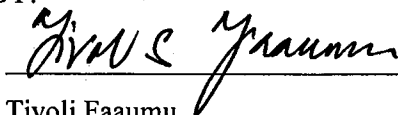
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

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

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

SUBMITTED BY:

Signature:



Date:

2/22/16

Name:

Tivoli Faaumu

Title:

Chief of Police

Agency:

Maui Police Department



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Tivoli Faaumu, Chief of Police

Name and Title of Authorized Representative

Tivoli S. Faaumu
Signature

2/22/16
Date

Maui Police Department

Name of Organization

55 Mahalani Street

Address of Organization

Wailuku, HI 96793

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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.

Recipient's Name: Maui Police Department		DUNS Number: 033608782
Address: 55 Mahalani Street, Wailuku, Hawaii 96793		
Grant Title: Purchase of Presumptive Gunshot System	Grant Number: 15-CD-01	Award Amount: \$7,410
Name and Title of Contact Person: Anthony Earles, Police Evidence Specialist		
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:

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

I, Tivoli Faaumu [responsible official],
certify that Maui Police Department [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 Maui Police Department [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Tivoli Faaumu, Chief of Police

Print or Type Name and Title

Signature

Date

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

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

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

_____ [organization],
_____ [address].

Print or Type Name and Title

Signature

Date

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

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report 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.

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

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

Section B

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

Section C

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

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *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.

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES

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

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

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

<u>Tivoli Faaumu</u>	<u>Chief of Police</u>	<u>808-244-6300</u>
Name	Title	Phone

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

SUBMITTED BY:

Signature:

Tivoli S. Faaumu

Date:

2/22/16

Name:

Tivoli Faaumu
(Head of Agency or Designee)

Title:

Chief of Police