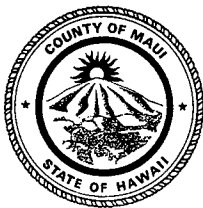


ALAN M. ARAKAWA
MAYOR

RECEIVED

2016 OCT 10 PM 12:28



KEITH A. REGAN
MANAGING DIRECTOR

OFFICE OF THE MAYOR
Ke'ena O Ka Meia
COUNTY OF MAUI - Kalana O Maui

REFERENCE NO. BD-BA 17-45

October 10, 2016

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

APPROVED FOR TRANSMITTAL

Alan Arakawa 10/10/16
Mayor Date

For Transmittal to:

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

Dear Chair White and Members:

SUBJECT: AMENDMENTS TO THE FISCAL YEAR 2017 BUDGET

On behalf of the Department of the Prosecuting Attorney, I am transmitting a proposed bill entitled, "A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2017 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO APPENDIX A, PART I, GRANT REVENUE - SCHEDULE OF GRANTS BY DEPARTMENTS AND PROGRAMS, DEPARTMENT OF THE PROSECUTING ATTORNEY (HAWAII CRIMINAL JUSTICE DATA CENTER)".

The purpose of the proposed bill is to add a new grant under the Department of the Prosecuting Attorney entitled "Hawaii Criminal Justice Data Center", in the amount of \$41,000. Attached for your reference is a copy of the Memorandum of Agreement between the Department of the Prosecuting Attorney and the Hawaii Criminal Justice Data Center (HCJDC).

The Department of the Prosecuting Attorney is requesting that the proposed bill be considered as soon as possible. I respectfully request that this matter be referred to the appropriate Council committee for expeditious review, discussion and appropriate action.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Sananda K. Baz".

SANANDA K. BAZ
Budget Director

Attachments (2)

cc: Keith Regan, Managing Director
Danny Agsalog, Director of Finance
John Kim, Prosecuting Attorney

COUNTY COMMUNICATION NO. 16-244

ORDINANCE NO. _____

BILL NO. _____ (2016)

A BILL FOR AN ORDINANCE AMENDING
THE FISCAL YEAR 2017 BUDGET FOR THE COUNTY OF MAUI
AS IT PERTAINS TO APPENDIX A, PART I, GRANT REVENUE -
SCHEDULE OF GRANTS BY DEPARTMENTS AND PROGRAMS,
DEPARTMENT OF THE PROSECUTING ATTORNEY
(HAWAII CRIMINAL JUSTICE DATA CENTER)

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 4334, Bill No. 62 (2016), Draft 1, as amended, "Fiscal Year 2017 Budget", Appendix A, Part I, Grant Revenue - Schedule of Grants by Departments and Programs for Fiscal Year 2017, is hereby amended as it pertains to the Department of the Prosecuting Attorney, by adding a new grant entitled, "Hawaii Criminal Justice Data Center", in the amount of \$41,000 to read as follows:

"11. Department of the Prosecuting Attorney

a. Asset Forfeitures Program	100,000
(1) Provided, that a quarterly report be submitted to Council on the use of forfeiture funds.	
b. Career Criminal Program	165,069
(1) Provided, that disbursement for salaries and premium pay is limited to 1.0 LTA equivalent personnel.	
c. Defendant/Witness Trial Program	170,000
d. Domestic Violence Investigations Program	109,690
(1) Provided, that disbursement for salaries and premium pay is limited to 1.0 LTA equivalent personnel.	
e. Edward Byrne Memorial Justice Assistance Grant	153,174
(1) Provided, that disbursement for salaries and premium pay is limited to 1.0 LTA equivalent personnel.	
f. Food Stamp Fraud Prosecution Program	3,000
g. Highway Safety Grant Program	50,000
h. Prosecutors Training Program	50,000

- | | |
|--|----------------|
| i. Special Needs Advocacy Program | 601,432 |
| (1) Provided, that disbursement for salaries and premium pay is limited to 6.0 LTA equivalent personnel. | |
| j. Victim/Witness Assistance Program | 90,620 |
| (1) Provided, that disbursement for salaries and premium pay is limited to 1.0 LTA equivalent personnel. | |
| k. <u>Hawaii Criminal Justice Data Center</u> | <u>41,000"</u> |

SECTION 2. New material is underscored.

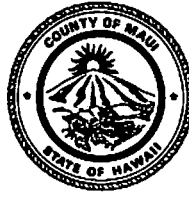
SECTION 3. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel

ALAN M. ARAKAWA
Mayor



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

RECEIVED
2016 OCT -6 AM 9:38
OFFICE OF THE MAYOR

DEPARTMENT OF THE PROSECUTING ATTORNEY
COUNTY OF MAUI
150 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
PHONE (808) 270-7777 • FAX (808) 270-7625

October 5, 2016

MEMORANDUM

TO: Alan M. Arakawa, Mayor

THRU: Sandy Baz, Budget Director

FROM: John D. Kim, Prosecuting Attorney *ek*

SUBJECT: MEMORANDUM OF AGREEMENT ATTACHED FOR YOUR SIGNATURE

We are hereby transmitting to you a copy of the Memorandum of Agreement between the Department of the Prosecuting Attorney and the Hawaii Criminal Justice Data Center (HCJDC). HCJDC has allocated \$41,000 to our Department to assist with the State with improving the accuracy and completeness of their criminal records while making the record available to national systems. This funds will be used to compensate for overtime work by our employees to research charges identified by the HCJDC with overdue dispositions and to forward this information to the HCJDC for entry into CJIS. The deadline for the grant is January 31, 2017, unless a written request by our Department requesting an extension of this grant.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my Administrative Officer, Wendy Nobriga at 270-7594.

JDK:wyn

Attachment

DAVID Y. IGE
GOVERNOR



DOUGLAS S. CHIN
ATTORNEY GENERAL

LIANE MORIYAMA
ADMINISTRATOR

STATE OF HAWAII
DEPARTMENT OF ATTORNEY GENERAL
HAWAII CRIMINAL JUSTICE DATA CENTER
KEKUANAO'A BUILDING, ROOM 101
465 SOUTH KING STREET
HONOLULU, HAWAII 96813
Telephone: (808) 587-3100
Fax: (808) 587-3109

RUSSELL A. SUZUKI
FIRST DEPUTY ATTORNEY GENERAL

16-307:6

September 16, 2016

The Honorable John Kim
Prosecuting Attorney
Department of the Prosecuting Attorney
150 S High Street
Wailuku, Hawaii 96793

RECEIVED
PROSECUTOR'S OFFICE
2016 SEP 21 PM 12: 37
COUNTY OF MAUI
WAILUKU, HI 96793

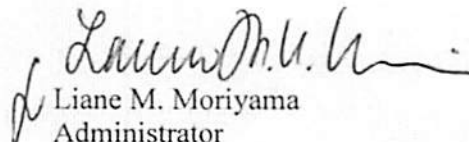
Dear Mr. Kim:

Re: Memorandum of Agreement

As requested, enclosed for your review and signature is the revised Memorandum of Agreement (MOA) between the Department of the Prosecuting Attorney, County of Maui (Department of the Prosecuting Attorney) and the Hawaii Criminal Justice Data Center (HCJDC). The purpose of this MOA is to make available to the Department of the Prosecuting Attorney, grant monies from the National Criminal History Improvement Program (NCHIP) to assist with improving the accuracy and completeness of criminal history records while making the records available to national systems. The Department of the Prosecuting Attorney shall use the funds to compensate for overtime work performed by its employees to research charges identified by the HCJDC with overdue dispositions and to forward this information to the HCJDC for entry into CJIS-Hawaii.

If there are any questions relating to this matter, please feel free to contact Ms. Erleina Danao at 587-3362 or via email at erleina.d.danao@hawaii.gov.

Very truly yours,


Liane M. Moriyama
Administrator

Enclosure

MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF MAUI
AND
THE HAWAII CRIMINAL JUSTICE DATA CENTER,
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII

I. INTRODUCTION

This Memorandum of Agreement (hereinafter "Agreement") is entered into, and effective as of the ____ day of _____, 2016, by and between the COUNTY OF MAUI, for its DEPARTMENT OF THE PROSECUTING ATTORNEY, (hereinafter "COUNTY OF MAUI" or "DEPARTMENT OF THE PROSECUTING ATTORNEY ") and the Hawaii Criminal Justice Data Center, Department of the Attorney General, State of Hawaii (hereinafter "HCJDC").

The HCJDC is the recipient of a grant from the National Criminal History Improvement Program (NCHIP) that assists states with improving the accuracy and completeness of their criminal history records while making the records available to national systems. The Delinquent Disposition Research Project is one of the projects for which the grant program provides funding.

The HCJDC agrees to make available to the COUNTY OF MAUI, NCHIP grant monies in the amount and according to the terms set forth in the attachments hereto. The COUNTY OF MAUI shall use the funds to compensate for overtime work performed by its employees to research charges identified by the HCJDC with overdue dispositions and to forward this information to the HCJDC for entry into CJIS-Hawaii.

II. DEPARTMENT OF THE PROSECUTING ATTORNEY'S RESPONSIBILITIES

1. Assign its own personnel to perform research of charges with overdue dispositions and data enter the information into CJIS-Hawaii.
2. The COUNTY OF MAUI shall follow the procedure described in Attachment 2, Funds Transfer Procedure to request funds from the HCJDC.
3. The tasks and time of performance for DEPARTMENT OF THE PROSECUTING ATTORNEY's work is specified in Attachment 3, Tasks and Time of Performance.
4. The DEPARTMENT OF THE PROSECUTING ATTORNEY shall provide quarterly written status reports of accomplishments, challenges, and other issues encountered in the previous quarter pertaining to use of the grant monies.
5. The DEPARTMENT OF THE PROSECUTING ATTORNEY shall, upon HCJDC's request, provide other reports and other information (said reports and information to be written or oral, at HCJDC's direction) pertaining to the use of the grant monies.
6. Comply with applicable procurement laws in using grant monies to purchase goods and services.

III. HCJDC'S RESPONSIBILITIES

1. The HCJDC shall provide the DEPARTMENT OF THE PROSECUTING ATTORNEY with a list of overdue charges.
2. Provide the COUNTY OF MAUI with the funds necessary to reimburse the COUNTY OF MAUI for overtime costs incurred to perform data research. Funds to the COUNTY OF MAUI shall not exceed the total set forth in Attachment 1, Available Funds, in accordance with the procedures described in Attachment 2, Funds Transfer Procedure. The transfer of grant monies shall be completed by the deadline set forth in Attachment 4, Grant Deadline.
3. The HCJDC shall send written notice to the DEPARTMENT OF THE PROSECUTING ATTORNEY of any other requirements, not already specified in

this Agreement that must be complied with in connection with the use of grant monies.

IV. TERM OF AGREEMENT

This Agreement shall take effect as of the date set forth above and shall continue until the COUNTY OF MAUI completes expenditure of grant monies for the research of charges identified by the HCJDC with overdue dispositions. The deadline for expenditure of grant monies is set forth in Attachment 4, Grant Deadline.

V. COOPERATION OF PARTIES

The DEPARTMENT OF THE PROSECUTING ATTORNEY and HCJDC agree to work cooperatively in accomplishing the purposes of this Agreement.

VI. RECORDS RETENTION

For government auditing purposes, the DEPARTMENT OF THE PROSECUTING ATTORNEY and HCJDC shall retain all books, documents, papers, and records pertinent to the grant for a period of five (5) years from the effective date of this Agreement, or until any state or federal audits of the grant are completed, whichever come later.

VII. AMENDMENTS TO AGREEMENT

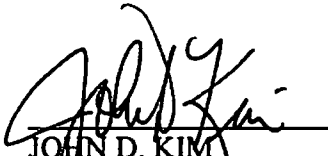
This Agreement maybe amended upon mutual agreement of the parties. Any such amendment shall not be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures on the dates below.

COUNTY OF MAUI

APPROVED BY:

By: _____
ALAN M. ARAKAWA
Its Mayor


JOHN D. KIM
Prosecuting Attorney
County of Maui

Date:

APPROVED AS TO FORM
AND LEGALITY

Deputy Corporation Counsel
County of Maui

HAWAII CRIMINAL JUSTICE DATA CENTER,
DEPARTMENT OF THE ATTORNEY GENERAL,
STATE OF HAWAII

LIANE M. MORIYAMA
Administrator, Hawaii Criminal Justice Data Center

Date:

MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF THE PROSECUTING
ATTORNEY, COUNTY OF MAUI AND THE HAWAII CRIMINAL JUSTICE DATA CENTER,
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII
(NCHIP PROJECT)

ATTACHMENT 1

AVAILABLE FUNDS

A total of Forty One Thousand and 00/100 DOLLARS (\$41,000.00) is made available to the COUNTY OF MAUI from the National Criminal History Improvement Program grant.

ATTACHMENT 2

FUNDS TRANSFER PROCEDURE

The procedure to transfer funds from the HCJDC to the COUNTY OF MAUI is as follows:

A. Personnel Overtime

1. The COUNTY OF MAUI's Finance Division shall handle all personnel transactions for each pay period.
2. The COUNTY OF MAUI shall pay all employees directly for each pay period, including overtime worked on this project.
3. The COUNTY OF MAUI's Finance Division shall submit a Bill for Collection, to HCJDC, including copies of payroll reports showing hourly rate, fringe benefit amount, total pay, and overtime hours worked on this project for each pay period.
4. The fringe benefit items and rates allowable by the National Criminal History Improvement Program grant are as follows:
 - a. Workers' Compensation 1.27%
 - b. Unemployment Compensation 0.15%
 - c. FICA 6.20%
5. The HCJDC will remit payment to the COUNTY OF MAUI's Finance Division from the National Criminal History Improvement Program grant funds.

ATTACHMENT 3

TASKS AND TIME OF PERFORMANCE

A. TASKS

1. The following tasks shall be performed by the DEPARTMENT OF THE PROSECUTING ATTORNEY
 - a. Assign its own personnel to perform research of charges with overdue dispositions.
 - b. Provide an electronic log with information to the HCJDC for data entry into CJIS-Hawaii.
 - c. The log will include the following information:
 1. Arrest Report Number
 2. Arrest Tracking Number
 3. Charge
 4. Person ID (Name, SSN, DOB)
 5. Updated disposition and date
If court disposition, include criminal number and court location

B. TIME OF PERFORMANCE

The services of the DEPARTMENT OF THE PROSECUTING ATTORNEY shall commence from the effective date of this Agreement and shall terminate at a time mutually agreed upon by both parties.

C. MODIFICATION OF MEMORANDUM OF AGREEMENT

Any modification, alteration, or change to this Agreement shall be made only by written supplemental agreement executed by both parties.

ATTACHMENT 4

GRANT DEADLINE

The deadline for the National Criminal History Improvement Program grant funds to be transferred to the COUNTY OF MAUI is January 31, 2017, unless a written request by the DEPARTMENT OF THE PROSECUTING ATTORNEY for extension is granted by the HCJDC.

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me appeared ALAN M. ARAKAWA, to me personally known, who being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, in the capacity shown, having been duly authorized to execute such instrument in such capacity, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	

Notary Signature: _____	
Date: _____	

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	

Notary Signature: _____	
Date: _____	

[Stamp or Seal]