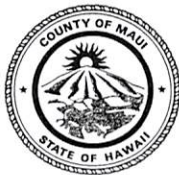


ALAN M. ARAKAWA  
Mayor



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

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

RECEIVED  
2018 JUL -6 PM 3:21  
OFFICE OF THE  
COUNTY CLERK

July 3, 2018

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

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

APPROVED FOR TRANSMITTAL  
  
Mayor Date 7/6/18

For Transmittal to:

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

Dear Chair White:

**SUBJECT: VICTIM WITNESS ASSISTANCE DIVISION**

In accordance with Ordinance No. 4861 Bill 57 (2018) Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the notice of grant award from the State of Hawaii, Department of the Attorney General Crime Prevention and Justice Assistance Division for the program listed above, grant number 18-VW-01 (Year 2) for the period of July 1, 2018 – June 30, 2019 in the total amount of \$64,864 for FY19.

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

Sincerely,



Richard Minatoya, Deputy Prosecuting Attorney  
for JOHN D. KIM, Prosecuting Attorney

Enclosure

C: Department of Finance, Ortaine Acidera

COUNTY COMMUNICATION NO. 18-268

DAVID Y. IGE  
GOVERNOR



DOUGLAS S. CHIN  
ATTORNEY GENERAL

RUSSELL A. SUZUKI  
FIRST DEPUTY ATTORNEY GENERAL

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

October 3, 2017

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

Dear Mr. Kim,

Enclosed are two copies of the Agreement for project number 18-VW-01, Victim Witness Program. After reviewing the agreement, please sign, obtain all county signatures as indicated, and return both copies to our office.

Please do not fill in the date on the first page as this will be completed upon execution of the agreement. An original agreement will be returned to you for your files after the Attorney General has signed the agreement. Please be sure to include your county Match Certification for year one.

If you have any questions, please call me 586-1157. Thank you for the continued cooperation and assistance received from you and your staff.

Sincerely,

A handwritten signature in cursive script, reading "Shaleigh Tice".

Shaleigh Tice  
Grants and Planning Branch Chief

Enclosures (2)

AGREEMENT

VICTIM-WITNESS ASSISTANCE PROGRAM

This Agreement, dated DEC 04 2017, by and between the Department of the Attorney General, State of Hawaii, by and through the First Deputy Attorney General, hereinafter referred to as the "Department," and the County of Maui, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui 96793, hereinafter called "County" for the benefit of the Maui Department of the Prosecuting Attorney, which is identified as the applicant on Exhibit "A" attached hereto.

WITNESSETH THAT:

WHEREAS, Section 28-111, Hawaii Revised Statutes, establishes the Victim-Witness Assistance Program (hereinafter referred to as the "Program") in the Department to provide information, assistance, and support services to the victims of and witnesses to crimes committed in the State of Hawaii and authorizes the Attorney General to allocate and award appropriated funds to counties whose victim-witness assistance units are in substantial compliance with the established policies and criteria of the Program;

WHEREAS, the victim-witness assistance unit of the County of Maui has certified that its victim-witness assistance unit is in substantial compliance with the policies and criteria of the program;

WHEREAS, Section 28-111, Hawaii Revised Statutes, requires that the award to a county victim-witness assistance unit of any funds appropriated by the Legislature shall be conditioned upon the county providing a minimum of twenty five percent (25%) of the sum appropriated by the Legislature for that county's victim-witness assistance unit (said amount is hereinafter referred to as the "county match"); and,

WHEREAS, the County has agreed to provide the required county match for fiscal years 2017-2018 and 2018-2019;

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The County agrees to use the funds provided to it under this Agreement in accordance with Section 28-111, Hawaii Revised Statutes, together with the county match, to provide the services described in its Application for Victim-Witness Assistance Program Funds (hereinafter the "Application"), including the Program Guidelines attached to the Application, which Application is attached hereto as Exhibit "A" and incorporated herein by reference.

B. PERFORMANCE REQUIREMENTS

1. The County shall comply with the performance and reporting requirements set forth in its Application and the Program Guidelines.

2. Upon request of the Department, representatives of the County shall meet with representatives of the Department to discuss the services performed hereunder.

3. The County shall maintain accounting procedures and practices in accordance with generally accepted governmental accounting principles and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect expenditures of any nature related to the County's performance under this Agreement. The books, records, and documents shall be subject at all reasonable times to inspection, review, or audit by the Department, or by any duly authorized agent or representative of the Department.

4. The County shall retain for a minimum period of three years and permit the Department, or any duly authorized agent or representative of the Department, to inspect and have access to any documents, papers, books, records, and other evidence which are pertinent to this Agreement and which are necessary to enable the Department, or any duly authorized agent or representative of the Department, to conduct surveys, audits, and examinations of the County's performance under this

Agreement.

5. No funds provided under this Agreement shall be used to pay for any construction costs.

6. All nonexpendable personal property purchased with grant funds shall be used solely for Program purposes, unless otherwise approved by the Department.

7. In the event that the County obtains any of the goods or services described in the budget which is part of the Application at no cost, or at a reduced cost, or achieves other cost savings during the term of this Agreement, the County shall report such savings to the Department and expend such savings solely for victim-witness assistance in a manner approved in writing by the Department.

8. County shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter.

9. County shall submit semi-annual statistical performance reports on a form approved by Department. The report for the period July 1 through December 31 is due 31 days after the end of the reporting period. The report for the period January 1 through June 30, and a cumulative fiscal year report (July 1 through June 30) are due 31 days after the end of the reporting period.

C. PERIOD OF AGREEMENT

This agreement shall commence on July 1, 2017 and terminate on June 30, 2019, unless sooner terminated as hereinafter provided in Section J or if funds are not available for expenditure; provided that the County shall remain obligated to provide the last cumulative fiscal year report as provided above, even though the term has expired.

D. SUBCONTRACTS AND ASSIGNMENTS

None of the work or services covered by this Agreement shall be subcontracted or assigned without the prior written approval of the Department.

E. SERVICES AS INDEPENDENT CONTRACTOR

In the performance of services required under this Agreement, the County shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Agreement; however, the Department shall have a general right to inspect work in progress to determine whether the work is being performed by the County in accordance with the provisions of this Agreement.

F. COMPENSATION

Subject to the continuing availability of funds, and contingent upon the County's providing the requisite county match of sixteen thousand two hundred sixteen dollars (\$16,216.00) for the fiscal year July 1, 2017 to June 30, 2018, and the county match of sixteen thousand two hundred sixteen

dollars (\$16,216.00) for the fiscal year July 1, 2018 to June 30, 2019, the Department agrees to pay the County for services satisfactorily performed under this Agreement, a sum not to exceed sixty-four thousand eight hundred sixty-four dollars (\$64,864.00) for services performed during fiscal year July 1, 2017 to June 30, 2018, and a sum not to exceed sixty-four thousand eight hundred sixty-four dollars (\$64,864.00) for services performed during fiscal year July 1, 2018 to June 30, 2019. Such amounts shall represent the total maximum compensation to be made available to the County in exchange for the services it provides and the materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses it incurs under this Agreement, provided the requisite county match is provided for each year during the term of this Agreement.

G. METHOD OF PAYMENT

1. It is understood by the County that the funds appropriated to the Department for purposes of this Agreement are subject to the allotment system contained in Chapter 37, Hawaii Revised Statutes, and consequently may be reduced or restricted by the State Director of Finance in the event of a shortfall in state revenues.

2. Payments to the County shall be made in accordance with and subject to the following provisions:

a. Upon request by the County in a form



acceptable to Department, payment shall be made in four installments per year. County may request twenty-five percent (25%) of available funds, at the beginning of each calendar quarter.

b. The budget for fiscal year July 1, 2017 to June 30, 2018 is attached hereto as part of Exhibit "A" and incorporated herein by reference. On or before May 15, 2018, or when otherwise designated by Department, the County shall submit to the Department its program budget for the fiscal year July 1, 2018 to June 30, 2019 for review and approval by the Department.

c. For each fiscal year covered by this Agreement, payments shall not commence until the Department has received a certificate from the County's Director of Finance, certifying that there is an available unexpended appropriation sufficient to cover the County's county match obligations under this Agreement.

d. If at any time during the term of this Agreement, the Department discovers that the County has expended funds received under this Agreement for purposes or services that are not allowed under this Agreement, the Department shall request that the County use other funds for said purposes or services. In the event that the County refuses to comply with said request, the Department may deduct an amount equivalent to the unallowable expenses from the next payable installment or

may withhold payment of the amount of moneys equivalent to the questioned expenditure until later resolution of the discrepancy by audit or other means, or, if payment of the last installment has already been made, require that an equivalent amount of moneys be refunded to the Department.

e. 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.

H. CONFIDENTIAL MATERIAL

All parties agree to comply with all applicable federal, state, or county laws or rules governing confidentiality of material prepared or assembled under this Agreement.

I. MODIFICATION OF AGREEMENT

Any modification, alteration, or change to this Agreement other than to the "Application For Grant" (attached hereto as part of Exhibit "A") or to the period during which this Agreement is in effect in Section C, including increases (subject to the availability of funds) or decreases in the amount of compensation, shall be reduced to a written supplemental agreement and executed by County 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 County, approved by the Administrator of the Crime Prevention and Justice Assistance Division or the Administrator's designee on Department's behalf, and made by substituting or inserting the revisions in Exhibit "A."

Modifications, alterations or changes to the period during which this Agreement is in effect may be requested in writing by County or Department, up to forty five (45) days before the Agreement would otherwise terminate, and shall be effective as of the date approved by the Administrator of the Crime Prevention and Justice Assistance Division or the Administrator's designee (if requested by County) or County (if requested by Department) and made by attaching a party's written request with the other party's written approval thereon to this Agreement.

J. TERMINATION OF AGREEMENT

If, for any reason, the County fails to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement, or if the County breaches any of the promises, terms, or conditions of this Agreement and, having been given reasonable notice of and opportunity to cure any such default, fails to take satisfactory corrective action within a reasonable time specified by the Department, the Department shall have the right to terminate this Agreement by giving written notice to the County of such termination thirty (30) calendar days before

the effective date of such termination.

In the event of termination, the County shall be entitled to receive only such compensation as shall have been satisfactorily earned prior to the effective date of termination. The Department shall determine the amount of work satisfactorily completed and the amount of compensation satisfactorily earned.

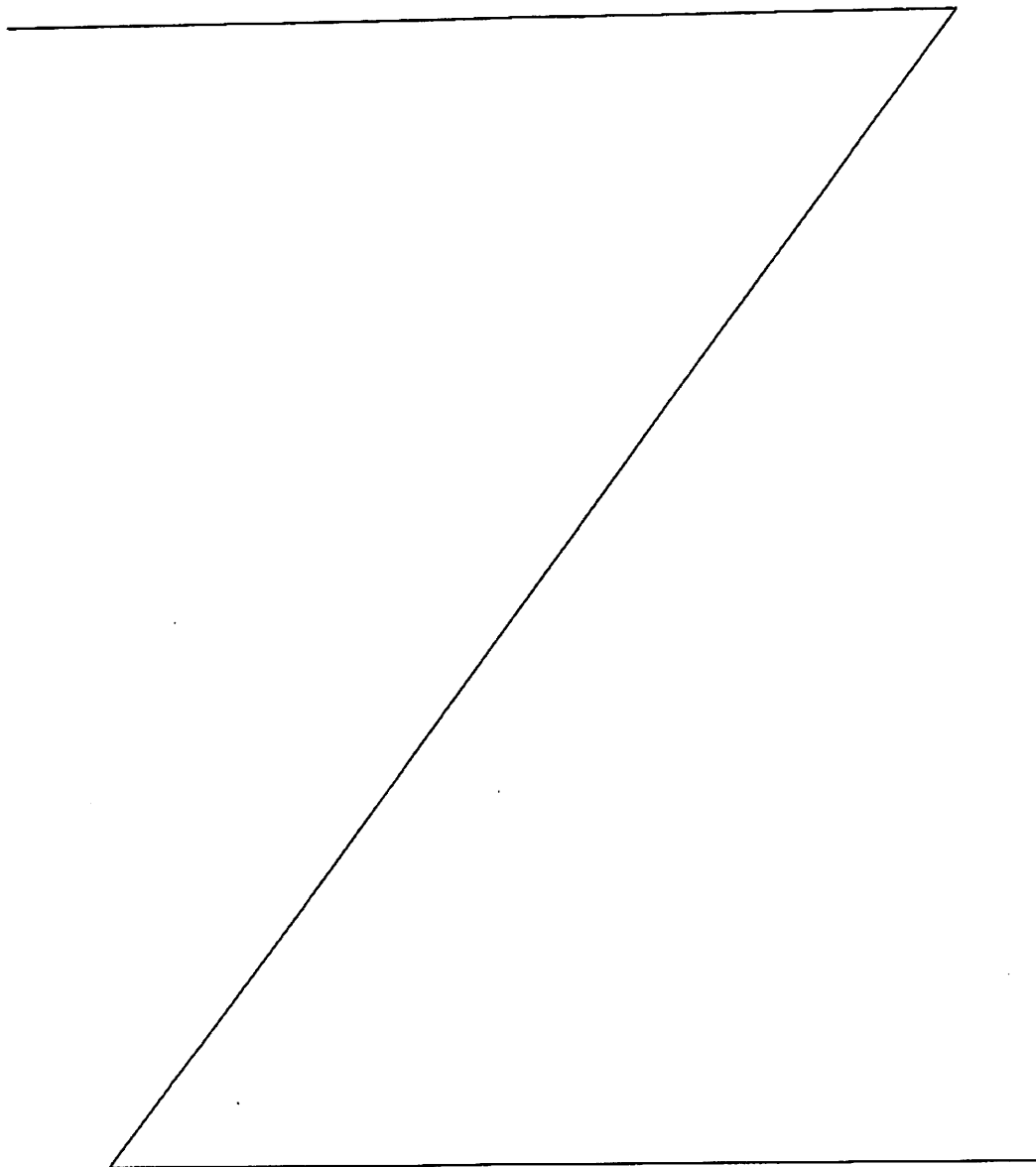
K. WAIVER

It is expressly understood and agreed that no waiver granted by the Department on account of any violation of any covenant, term or condition of this Agreement shall constitute or be construed in any manner as a waiver of the covenant, term, or condition or the right to enforce the same as to any other further violation.

L. NONDISCRIMINATION

County will comply with the non-discrimination requirements: Title VI of the Civil Rights Act of 1964 (with respect to race, sex, religion, creed, national origin), Title VII of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973 (handicap), as amended, Title IX of the Education Amendments of 1972 (race, sex, religion, creed, national origin), the Age Discrimination Act of 1975 (age), Executive Order 12138, 44 C.F.R. 29637 (affirmative action for women's business), the United States Department of Justice Non-

Discrimination Regulations, 28 C.F.R., Part 42, Subparts C, D, E and G, the Americans with Disabilities Act of 1990 42 U.S.C. §§ 12101 et seq., and the Hawaii State Fair Employment Practices Act, Chapter 378, Hawaii Revised Statutes.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General  
State of Hawaii

By \_\_\_\_\_  
Name Russell A. Suzuki  
Its First Deputy Attorney General  
Date \_\_\_\_\_

COUNTY OF MAUI ("COUNTY")

By \_\_\_\_\_  
Name Alan M. Arakawa  
Its Mayor  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its Budget Director

By \_\_\_\_\_  
Name Danilo F. Agsalog  
Its Director of Finance

Approved as to Form and Legality:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Deputy Corporation Counsel/County Attorney

Approval Recommended:

By: \_\_\_\_\_  
Name: John D. Kim  
Its Prosecuting Attorney for the County

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division  
425 Queen Street  
Honolulu, Hawaii 96813

APPLICATION FOR  
Victim/Witness Assistance Division Grant

PART I - TITLE PAGE

A. PROJECT TITLE Victim/Witness Assistance Division  
B. APPLICANT AGENCY Department of the Prosecuting Attorney  
C. ADDRESS 150 South High Street, Wailuku, Hawaii 96793  
D. PROGRAM DURATION July 1, 2017 to June 30, 2019  
E. TOTAL BUDGETED COST \_\_\_\_\_

Source of Funds	Amount(FY 18)	Amount (FY 19)
State	\$64,864	\$64,864.00
County Match (25%)	\$16,216	\$16,216.00
TOTAL	\$81,080	\$81,080.00

F. PROJECT DIRECTOR

Name John D. Dim Title Prosecuting Attorney  
Tel. No. 808-270-777 Fax No. 808-270-7625

G. FINANCIAL OFFICER

Name Ashley Tang Title Account Clerk  
Tel. No. 808-270-7655 Fax No. 808-270-7625

FOR AGENCY USE

Date Received 10/3/17 Project No. 18-VW-01

## PART II – PROGRAM DESCRIPTION

### A. Past Services (2015 – 2017)

The Department of the Prosecuting Attorney, County of Maui, provides information, counseling and support services to both victims and witnesses of crime. The size of the staff, however, requires that the program primarily focuses its services in the area of violent crimes. 3,013 persons were assisted during the period of July 1, 2016 to June 30, 2017 and 2,667 persons were assisted during the period of July 1, 2015 to June 30, 2016.

The type of services provided were:

- (1) Education and Information – Media release, Public speaking in the community, networking at agency meeting, printed materials distributed, criminal justice system information sheets, logs, monitors, service summaries maintained, notification letters and Comprehensive case file.
- (2) Victim/Witness Support Service – Crisis and support counseling, Court Accompaniment, Transportation, Defendant's bail and custody status, Victim Impact Statement submitted for pre-sentence reports by Probation Department, Parole Board Advocacy on victim perspective/concerns, Social Service referral, and Property Return Assistance.
- (3) Financial Remuneration – Information provided and assistance with Crime Victim Compensation (CVCC) application, Advocacy to CVCC administration staff, referral for emergency food, clothing and shelter agencies, Return Witness Program for out-of-state witnesses, Restitution amount determination and assistance in monitoring and witness fee assistance.

### B. Present and Future Services (2017-2019)

The requested funds will maintain the previous years services. Victim services essentially will be intensive and comprehensive services to felony and misdemeanor violent crime victims. Particular attention is given to child victims and victims of homicide, and negligent homicide, sexual assault and domestic violence. Two Victim/Witness Counselors were hired in the latter part of FY2017 to assist with domestic violence, property crime, sex assault/sex trafficking.



They will also participate in community agency/service provider meetings in each area assigned to and focus on underserved victims. They will also be responsible for crisis and support counseling, notification of case status, preparation of victim impact statements, referrals to social service agencies, and assistance with Crime Victim Compensation applications.

#### C. Program Organization and Management

The Project Director will be the Prosecuting Attorney, with overall direction and daily supervision provided by the Victim/Witness Director.

#### D. Personnel and Brief Resumes

##### One (1) Full-Time Victim/Witness Counselor II

Marita Mullen, Incumbent, Employee No. 13715 (4 years, started as a Victim/Witness Counselor I on 2/16/13).

##### VOCA Funds

##### Four (4) Full-Time Counselors

Cynthia Lee, Incumbent, Employee No. 13023 (13 years, started on 2/17/2004)

Halakilangi Muagututia, Incumbent, Employee No. 24148 (11 months, started on 10/3/2016)

Jayna Guillermo, Incumbent, Employee No. 22675 (6 months, started on 3/16/17)

Misty Nakoa, Incumbent, Employee No. 24380 (6 months, started on 3/16/17)

##### One (1) Full-Time Office Operations Assistant II,

Kathleen DeGuzman-Acevedo, Incumbent, Employee No. 22516 (4 years, started on 7/16/2013)

##### County Funds

##### One (1) Full-Time Director

Ana Makoni, Incumbent, Employee No. 14455 (3 years, started on 6/2/14)

##### Two (2) Full-Time Counselors

Gizelle Kuailani, Incumbent, Employee No. 10071 (4 years, started on 10/1/13)

Celia Moniz, Incumbent, Employee No. 12509 (1 year, transferred from the State Judiciary on 4/29/16)

One (1) Full-Time Victim/Witness Secretary I

JoLynne Mochizuki, Incumbent, Employee No. 9512 (29 years, started on 11/16/88)

E. Participating Agencies

The Victim/Witness Assistance Division networks with several agencies in the community. Contacts are maintained with the Children's Justice Center (CJC), Child Protective Services (CPS), Adult Protective Services (APS), Women Helping Women Domestic Violence Shelter, Legal Aid, Child and Family Service, Mental Health, Inc., Maui County Children's Justice Committee (MCCJC), the Maui Police Department (MPD), Ka Hale Ake Ola Homeless Shelter, Maui Economic Opportunity (MEO), Adult Probation, Special Services Branch (Judiciary), Department of Public Safety, and Crime Victim Compensation Commission (CVCC).

F. Evaluation Methodology

Data will be collected through the use of various forms, logs, monitors and service summaries. These will be compiled in statistical form and evaluated according to the specific purposes of the program.

Periodic meetings involving the Director with the Prosecuting Attorney or staff and other County coordinators will provide regular overall assessment.

Communication with victim/witness assistance programs in other states and with the National Organization for Victim Assistance will provide useful and general information and consultation.

Victim satisfaction will be evaluated through an online survey or by a formal or unsolicited letter of support.

**Marita F. Mullen**  
 45 Kilakila Place, Pukalani, HI 96768  
 808.276.0908 [mayitz\\_yeba@yahoo.com](mailto:mayitz_yeba@yahoo.com)

<b>Education</b>	<b>University of the Philippines - Quezon City, Philippines</b> Bachelor of Science in Social Work	1999
<b>Professional Experience</b>	<b>Victim/Witness Counselor, Victim/Witness Assistance Division</b> Department of the Prosecuting Attorney - Wailuku, HI <ul style="list-style-type: none"> <li>▪ Case management of a variety of criminal cases</li> <li>▪ Provide crisis and support counseling to victims and witnesses of property and violent crimes</li> <li>▪ Liaison between the victims or witnesses and the criminal justice system</li> <li>▪ Assist in the interview of Ilocano and Tagalog-speaking victims</li> <li>▪ Assist victims with restitution claims and filing of compensation application</li> <li>▪ Assist the deputy prosecutors in the interview of victims and witnesses for court testimony</li> <li>▪ Prepare correspondence and compile information of victims and witnesses</li> <li>▪ Perform other duties as required</li> </ul>	Feb 2013 - present
	<b>Office Operations Assistant II, Victim/Witness Assistance Division</b> Department of the Prosecuting Attorney - Wailuku, HI <ul style="list-style-type: none"> <li>▪ Answer phone calls from the V/W main line</li> <li>▪ Provide information and answer inquiries of victims</li> <li>▪ Setup and maintain case files, codes and index records</li> <li>▪ Send correspondence to victims and witnesses</li> <li>▪ Provide regular report to the Division Director</li> <li>▪ Prepare and update victim compensation application of crime victims</li> <li>▪ Work with crime victims for referral to community resources</li> <li>▪ Interview victims before making appropriate referral</li> <li>▪ Deal with irate and/or highly emotional walk-ins</li> <li>▪ Interpret for Ilocano and Tagalog speaking victims</li> </ul>	Dec 2005 – Feb 2013
	<b>Social Worker, Rescue and Homevisit Unit</b> ABS-CBN Foundation, Inc - Quezon City, Philippines <ul style="list-style-type: none"> <li>▪ Case management for child victims of physical and sexual abuse</li> <li>▪ Provide crisis counseling</li> <li>▪ Outreach (home visit) and rescue (protective custody)</li> <li>▪ Documentation and preparation of case studies</li> <li>▪ Case preparation and court accompaniment</li> <li>▪ Referrals and protective custody placements</li> <li>▪ Community outreach</li> <li>▪ Network with other social service agencies</li> <li>▪ Advocacy work to provide education and promote awareness of child abuse</li> <li>▪ Case conference with psychologists, teachers, lawyers and other social workers</li> </ul>	2000 - 2005
	<b>Research Assistant</b> The World Bank - Pasig City, Philippines <ul style="list-style-type: none"> <li>▪ Presentation of project to the local government and the community</li> <li>▪ Documentation of community meetings</li> </ul>	1999 - 2000
<b>Volunteer Work</b>	Clerical work – Victim/Witness Assistance Division Serve as one of the panel members of the VGAL Training Work with Pilipina Rural Project	2005
<b>Other skills</b>	Fluent in Ilocano and Tagalog	

**'Ana F. Makoni**  
P.O. Box 781 Kihei, HI 96753  
(808) 283-8076 - anamakoni@gmail.com

### **Professional Experience**

Maui County Prosecuting Attorney's Department  
(June 2014 – current)

#### ***Director of Victim Witness Division***

- Directs Victim Witness Division of the Dept. of Prosecuting Attorney
- Principal staff person on all operations, technical, planning, personnel, and development matters for Division
- Formulates policies and procedures for the Division for approval by the Prosecuting Attorney
- Advises and keeps the Prosecuting Attorney informed regarding the operational and management of the Division and its units
- Participates in the interviewing and makes recommendations regarding the selection of professional staff, including deputy prosecutors
- Prepares and submits annual budget requests and funding proposal to local, State, and Federal sources
- Initiates requests for special grants and funding from State and Federal resources
- Maintains Division records and prepares reports required by State and Federal agencies
- Acts as the primary liaison with local, State and Federal law enforcement, judicial, social services, and other agencies for coordination of services to crime victims
- Establishes working agreements and protocols with related State, County, and private agencies
- Supervises Division counseling and clerical staff, assigns duties, evaluates performance
- Guides and instructs staff in providing direct services to victims, including crisis counseling, trial preparation, social services referral, advocacy, and case information
- Plans and develops training for staff
- Meets with community leaders, business groups, government officials, and others to promote awareness and support for the Division
- Assists in drafting legislation beneficial to victims of crime and testifies at legislative hearings
- Manages and develops the Return Witness Program and Witness Protection Program
- Seeks and organizes volunteers to expand services

Maui County Prosecuting Attorney's Department  
(February 2011 – August 2013)

#### ***Community Violence Prevention Manager***

- Administer program budget and prepare all budget reports
- Maintain databases and documentation
- Excellent oral and written communication skills
- Excellent human relations skills
- Possess strong organizational and management skills
- Liaison for the Prosecuting Attorney's Office to community functions
- Event planning and implementations of crime prevention activities for the islands of Maui, Molokai and Lanai
- Coordinate work between government agencies, schools, community organizations, community leaders, and service providers

- Coordinate and implement service projects
- Supervise students and staff in their community crime prevention service projects
- Develop, evaluate, revise, and implement policies, standards, operating procedures, goals and objectives
- Facilitate school assemblies on each Maui island to tackle drugs, prescription drugs, bullying and cyber bullying issues and the consequences with the law
- Assess and identify issues and strategies to improve response to community violence including prevention
- Contracts with caterers, community social suppliers and others for scheduled events
- Coordinate marketing and approve advertising
- Train, supervise and provide professional advice to agency heads, employees and the public regarding community violence and the criminal justice system
- Provide training and education to Maui County Schools including Molokai and Lanai on community violence focusing on bullying issues and the criminal justice system
- Monitor progress, evaluate, and amend measurable objectives as necessary to promote and effective response to community violence
- Assist in coordinating and participate in community building and outreach activities, including coordinating community education and responses to critical situations
- Serves on Maui County Domestic Violence Task Force, Women Helping Women, Sexual Assault Task Force, Maui Immigrant Concerns Committee, State of Hawaii Bullying Task Force Board Member

#### Maui County Prosecuting Attorney's Department

(November 2007- 2010)

##### *Victim Witness Counselor*

- Excellent oral and written communication skills
- Excellent human relations skills
- Counsel and provides information on law enforcement, the judicial system proceedings, the role of the prosecutor and all other court positions and proceedings
- Arranges and informs victims and their families of court appearances and prepares victims testifying in court
- Accompanies victims and provides physical and moral support in a courtroom setting
- Acts as liaison between the victims and the criminal justice system agencies
- Provides information and advice to victims regarding Criminal Injuries Compensation Commission
- Insures that victims receive all possible services available to them
- Works with public agencies and private community groups
- Event planning and implementation of victim services
- Refers victims to appropriate agencies for assistance
- Assists in making arrangements for transportation, emergency food, clothing and shelter for victims and their families
- Increase public awareness of the Victim/Witness Assistance program
- Prepares correspondence, reports, and other documents as assigned

#### Salt Lake County Government Economic Development

(August 2005 – May 2007)

##### *Community Outreach Coordinator and Juvenile Justice Services Liaison*

- Excellent oral and written communication skills
- Excellent human relation skills
- Maintain databases and documentation

- Coordinate marketing and approve advertising
- Supervise and train students and staff on community outreach efforts
- Development and promotion of Workforce Investment Act (WIA) services to community organizations
- Prepare and manage program budgets
- Ensure program compliance with Federal and state guidelines
- Program liaison and youth recruiter to 3rd District Court Juvenile Justice Services
- Demonstrate knowledge and effectiveness in policy and procedures governing WIA services
- Knowledge, understanding and experience with budgets and finances
- Advise Program Manager on actions necessary to develop partnership with outside agencies
- Provide regular outreach report to the Division Director and State Youth council
- Develop networks of contacts and collaborating with individuals from community based organizations to ensure YES youth successful service potential
- Train and educate youth service providers on YES program services
- Interact with immigrants, refugees, low income and culturally diverse populations to promote access to WIA services that result in greater workforce diversity
- Staff YES program's outreach, certification and summer employment committees
- Prepare and update the annual YES targeted population plan
- Juvenile Justice Services/Youth Educational Support Services Program Council Member
- Work closely with Ameri Corps Director and program to provide out of school program services

#### Salt Lake County Government Economic Development

(May 1999 - May 2007)

##### *Senior Lead Employment Case Manager*

- Excellent oral and written communication skills
- Administer and prepare budget reports to Director
- Excellent human relations skills
- Supervise and train Youth Employment Services (YES) case manager and interns on current policies and procedures applicable to their job function
- Assumes duties of Program Manager in her absence
- Monitored and oversee a caseload between 45-60 youth participants
- Develop and implement EEO, Affirmative Action, child labor laws, and Workforce Investment Act related training programs, using principles of effective training and design
- Acted as a liaison by establishing and maintaining relationships with schools, service providers, refugee and immigrant offices, worksites, and other community agencies
- Assist with reviewing and filling out W4 and I-9 forms for employment
- Contacting Immigration Naturalization Services of Utah to determine client eligibility and retrieving necessary
- Counsel, assist and direct youth ages 14-21 to school and social services in the community including preparation of forms and attending meetings on youth's behalf
- Arranges staffing with school counselor, youth and parent or other involved counselor/agency to resolve issues and/or conflicts to develop employment goal strategies and promote successful program outcomes
- Interview applicants to gather information needed to complete certification and determine appropriateness for program
- Develop an employment plan in partnership with the youth that outlines educational and employment goals to be achieved in the program
- Develop, schedule and conduct employment and life skills related workshops and other small group activities with youth participants

- Coordinate trainings for youth ages 14-21 in employment field and education field including financial aid
- Monitor progress of training including meeting with teachers, school counselors and worksite supervisors. Provide supportive documents such as report cards, class schedules, progress reports and time sheets.
- Assist youth in job applications, college applications, financial aid and social service applications
- Provide orientation to worksite supervisors at initial worksite learning placement. Monitor worksite and progress including a mid and final evaluation of youth performance

University of Utah Housing and Residential Living  
(August 1995 – July 1996)

***Administrative Assistant***

- Assist university students with any residential/dormitory questions or concerns and make appropriate referral
- Collected residential payments and apply to student accounts
- Contact students who were behind on payments and send letters out
- Assisted Administrator with student room assignments and student accounts
- Assisted and conducted new student group orientations into Housing and Residential living
- Perform other duties as required

Dixie State College Upward Bound Summer Program  
(May 1995 – August 1995)

***Upward Bound Youth Counselor***

- Serve low-income high school students to prepare for college
- Monitor and counseled students in a college setting
- Provide study skills and tutoring services
- Provide career awareness and advisement including training on interested careers
- Managed, mentored and oversee a group of 20 students throughout summer program
- Facilitated group discussions and assisted with youth college prep programs on campus
- Drove youth participants who lived in different counties to and from home on weekends

State of Hawaii Baldwin High School  
(September 1992 – June 1993)

***Outreach Counselor assistant***

- Assist high school students with mediation and problem solving techniques to resolve conflict issues
- Provide mediation and conflict training to high school selected mediators
- Facilitate “talk story” sessions with a group of 10-15 students during lunch to address any concerns and questions they might want to talk about
- Facilitate youth mediation meetings between students and other involved parties such as parents and school officials
- Oversee and monitor high school mediation club
- Provide individual student reports to Outreach counselor and Principal
- Attend high school staff meetings

**Education**

- |  |                                       |
|--|---------------------------------------|
| • Baldwin High School, Wailuku, HI       | High School Diploma 1992              |
| • University of Utah, Salt Lake City, UT | B.S. Economics 1998                   |
| • Brigham Young University, Provo, UT    | Masters of Public Administration 2007 |

### **Licenses and Certifications**

- Certified Cyber bullying Trainer
- Certified Tongan Court Interpreter
- Critical Incident Stress Debriefing certified
- Salt Lake County Government Supervisory Certificate
- Certified Apprenticeship in Utah
- C27 Landscape Contractor License

### **Professional Membership**

- Kihei Youth Center Board Member
- Kihei School Community Council Board Member
- Hawaii Coalition Against Human Trafficking Member
- Maui Domestic Violence Task Force Board member
- State of Hawaii Sexual Violence Prevention Maui Team Leader
- Maui County Community Advisory Council Member
- State of Hawaii Bullying Task Force Board Member
- Member of the Maui Immigrant concerns committee
- Member of the Maui Critical First Response



### PART III. BUDGET DETAIL AND EXPLANATION

**BUDGET DETAIL: FY2018**

COST ELEMENT					AMOUNT
<b>A. Salaries and Wages</b>					
Position Title	No. of Positions	Monthly rate	Subtotal		
Victim Witness Counselor II	1	\$4,672.00	\$56,064.00		
Marita Mullen, SR22E @ 12 Months		\$	\$		
Victim Witness Director	1	\$6,185.00	\$16,216.00		
Ana Makoni, EM-03		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Salaries and Wages</b>					<b>\$72,280</b>
<b>B. Fringe Benefits</b>					
Employee Benefits @56.62%					
Position Title	No. of Positions	Monthly Rate	Subtotal		
Victim Witness Counselor II @ 3.33 Months	.75/mo	\$2,645.29	\$8,800.00		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Fringe Benefits</b>					<b>\$8,800</b>
<b>C. Consultants/Contracts</b>					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
	\$		<input type="checkbox"/> Consultant	<input type="checkbox"/> Contract	
	\$		<input type="checkbox"/> Consultant	<input type="checkbox"/> Contract	
	\$		<input type="checkbox"/> Consultant	<input type="checkbox"/> Contract	
	\$		<input type="checkbox"/> Consultant	<input type="checkbox"/> Contract	
	\$		<input type="checkbox"/> Consultant	<input type="checkbox"/> Contract	
<b>Total Consultants</b>					<b>\$0</b>

COST ELEMENT					AMOUNT
<b>D. Transportation and Subsistence</b>					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	
<b>Total Transportation and Subsistence</b>					\$0
<b>E. Office Supplies</b>					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Office Supplies</b>					\$0
<b>F. Equipment</b>					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Equipment</b>					\$0



## BUDGET EXPLANATION:

### A. Salaries and Wages

\$56,064.00 funds one (1) full time Victim Witness Counselor II (Marita Mullen) for twelve (12) months. \$16,216 is the County Match of the Director's partial salary.

### B. Fringe Benefits

The composite fringe benefit rate is at 56.62% for the Victim Witness Counselor II (Marita Mullen). The rate consists of the following fringe benefit items and computed rates: See attachment.

The Fringe Benefits is \$31,743.44 and included to the salary to be paid by grant funds and

Salary (12 months) = \$56,064.00 (Actual)

Fringe Benefits (12 Months) = \$31,743.44

Total: = \$87,807.44

County funds making up the shortfall of \$22,943.44.

FY2017 State = \$64,864.00

FY2017 Agency Match \$16,216.00

TOTAL \$81,080.00

Grant Funds = \$81,080.00

### C. Consultants/Contracts

0

### D. Transportation and Subsistence

0

### E. Office Supplies

0

### F. Equipment

0

### G. Other Costs

0

ALAN M. ARAKAWA  
Mayor



DANILO F. AGSALOG  
Director

MARK R. WALKER  
Deputy Director

COUNTY OF MAUI  
**DEPARTMENT OF FINANCE**  
200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793

October 4, 2016

**MEMORANDUM**

**TO:** ALL DEPARTMENTS AND AGENCIES

**SUBJECT:** EMPLOYEE FRINGE BENEFIT RATES-  
CALENDAR YEAR 2017

The County of Maui has reviewed and revised the employee fringe benefit rates utilizing the actual cost data and salary base for the prior fiscal year which ended on June 30, 2016 (Fiscal 2016). These rates are to be used from January 1, 2017 through December 31, 2017 (Calendar 2017). Please note that there are no anticipated changes for July 1, 2017 as in previous years.

**EMPLOYEE FRINGE BENEFIT RATES  
BASED UPON EMPLOYER'S CONTRIBUTION**

	<u>Personnel (except Police &amp; Fire)</u> <u>1/1/17</u>	<u>Police &amp; Fire</u> <u>1/1/17</u>
Employee's Retirement System (ERS)	17.00%	25.00%
Social Security/Medicare	<u>7.65</u>	<u>1.45</u>
Subtotal	24.65%	26.45%
Unemployment	10.31%	10.31%
Workers' Compensation (a)	<u>3.80</u>	<u>6.07</u>
Rate	14.11%	16.38%
Medical, Drug, Dental, Vision, Life	17.86%	17.86%
Other Post Employment Benefits (OPEB)	<u>9.11%</u>	<u>9.11%</u>
Total Employer's Contribution	65.73%	69.80%

56.62%

**LEAVE BENEFITS**

Vacation	8.08%	8.08%
Sick	5.00	5.00
Holiday	5.00	5.00
Others (Admin Leave, Union)	<u>.77</u>	<u>.77</u>
Total Leave Benefits	18.85%	18.85%
Total Fringe Benefit Rate (OT & Straight Time)	84.58%	88.65%

(a) Please use the following Workers' Compensation rates for the following classifications: Refuse workers: 12.85%; Firefighters: 6.07%; Police Officers: 4.49%; Not Otherwise Classified: 3.80%

If you have any questions on the above employee fringe benefit rates, please call the Accounts Division.

A handwritten signature in black ink, appearing to read "Danilo F. Agsalog", is written over a horizontal line.

DANILO F. AGSALOG  
Director of Finance

PART IV - ACCEPTANCE OF CONDITIONS

The undersigned agrees, on behalf of the applicant agency that:

1. Any grant awarded pursuant to this application shall be subject to and will be administered in conformity with (i) Section 28-111 Hawaii Revised Statutes; (ii) Victim-Witness Assistance Program Guidelines; (iii) any special conditions contained in the grant award; (iv) general and fiscal regulations of the Department of the Attorney General.
2. Any grant received as a result of this application may be terminated, or fund payment may be discontinued, by the Department of the Attorney General when it finds a substantial failure to comply with the foregoing provisions, the application obligations, or for non-availability of funds.

SUBMITTED BY:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

## VICTIM-WITNESS ASSISTANCE PROGRAM

### GUIDELINES

#### Purpose

The Victim-Witness Assistance Program guidelines will provide the mechanism through which a statewide program will be developed. The guidelines contain the following:

- (A) Program Goals and Objectives
- (B) Program Services
- (C) Match Requirement
- (D) Request for Funds
- (E) Program Report Forms

In establishing a statewide victim-witness assistance program, the guidelines are intended to provide program integrity, accountability and coordination among the four county programs under the jurisdiction and administration of the respective prosecuting attorneys.

#### (A) Program Goals and Objectives

There are two major goals of the program which are as follows:

- (1) to enhance the quality of justice by satisfying the emotional and social needs of crime victims and witnesses; and
- (2) to increase the willingness of victims and witnesses to cooperate with the police and prosecutors after they have reported or witnessed a crime.

The program objectives are as follows:

- (1) to establish and maintain an operational victim-witness assistance unit within the offices of the prosecuting attorneys;
- (2) to prepare procedural manuals and informational materials for educational and informational purposes;
- (3) to ensure fiscal and program accountability by the maintenance of records, statistics and expenditures;

- (4) to formalize agreements with agencies and organizations in providing program services to victims and witnesses; and
- (5) to establish a statewide organization of victim-witness assistance personnel for purposes of coordination, consideration of operational standards, and unification of reports and statistics.

(B) Program Services

The following program services are considered basic and are categorized as follows:

(1) Education and Information

- Provide public information and advertise the availability of services.
- Inform victims and witnesses of available services, explain the criminal justice process, provide notification requirements, and develop program statistics and data.

(2) Victim and Witness Support Services

- Counseling: Provide counseling support to victims and witnesses.
- Victim and Witness Contacts: Inform victims and witnesses of status and progress of case, provide support for appearances in court and other agencies, provide for security and protection to ensure the safety of victims and witnesses and notification of defendants' activities.
- Property Return: Expedite return of property to victim.

(3) Financial Renumeration

- Victim compensation, arrange for emergency food, clothing and shelter, arrange for victims and witnesses who are tourists to return for court appearances and assist in seeking victim restitution.



(C) Match Requirement

Each county must provide an appropriation of a minimum of twenty-five percent (25%) of the state funds appropriation to it in order to receive funds from the state.

Each county shall be awarded funds as allocated by the Legislature for the fiscal year, subject to Executive restrictions imposed on the State General Funds monies.

(D) Request for Funds

Funds will be requested from the Attorney General on a quarterly basis along with a financial report (see attached forms). The Office of the Prosecuting Attorney will maintain financial records of expenditures and submit a final financial report forty-five (45) days after the completion of the fiscal year.

Each county program must show that their county match (expenditure) is at least 25% of its State appropriation at the end of the fiscal year. If the county match is less than the required 25%, the State funds will be decreased proportionately, or the county will be required to return to the State that portion of State funds that it has received which is in excess of the amount which the county is entitled to.

(E) Program Report Form

Each program will compile information on the number of victims and witnesses being serviced by the individual county program and the types of services provided. A report shall be submitted semi-annually on the format attached to these guidelines and shall contain quantifying information to be collected and finalized in an annual report.

Approved by the Hawaii Prosecuting Attorneys Association on October 5, 1987.

Victim Witness Program Statistics  
\_\_\_\_\_ County

Report Period: \_\_\_\_\_ to \_\_\_\_\_

Total number of victims served: \_\_\_\_\_

\_\_\_\_\_ crimes against person  
\_\_\_\_\_ property crime cases

Services that were provided to victims:

\_\_\_\_\_ outreach (initial letters)  
\_\_\_\_\_ counseling  
\_\_\_\_\_ education and information  
\_\_\_\_\_ court accompaniment  
\_\_\_\_\_ case preparation  
\_\_\_\_\_ transportation  
\_\_\_\_\_ shelter  
\_\_\_\_\_ CICC  
\_\_\_\_\_ referrals to other agencies  
\_\_\_\_\_ advocacy

Total number of witnesses served: \_\_\_\_\_

Services that were provided to witnesses (optional):

\_\_\_\_\_ counseling  
\_\_\_\_\_ education and information  
\_\_\_\_\_ court accompaniment  
\_\_\_\_\_ case preparation  
\_\_\_\_\_ transportation  
\_\_\_\_\_ shelter  
\_\_\_\_\_ referrals to other agencies  
\_\_\_\_\_ advocacy

Total number of others served: \_\_\_\_\_

Public education presentations: \_\_\_\_\_

Staffing patterns:

\_\_\_\_\_ full-time coordinator/counselor  
\_\_\_\_\_ full-time counselors  
\_\_\_\_\_ full-time clerk-stenographer  
\_\_\_\_\_ others (list):

Funding:

\_\_\_\_\_ County  
\_\_\_\_\_ State  
\_\_\_\_\_ Federal

Definitions for  
Victim Witness Program Statistics

1. Number of victims served: count individuals served in a case.
  - a. If an individual comes in on two separate crimes as a victim, he/she is counted twice.
  - b. Count victims serviced during the period - new and carryover.
2. Crimes against person: where physical threat/assault is involved. Discretion of reporter will be used on cases which are unclear.
3. Services provided to victims
  - Outreach - includes initial letters, telephone calls, personal contacts
  - Counseling - includes crisis counseling and moral support services
  - Case preparation - includes services necessary for pre-trial, pre-grand jury, and pre-hearing
  - Transportation - includes ground and air travel
  - Advocacy - includes preparation of victim impact statements, witness fees, restitution, property return, advocacy for client with other agencies.
4. Public Education Presentations: the number of presentations given
5. Funding: List award and sources of funding for the program