

ORDINANCE NO. \_\_\_\_\_

BILL NO. 109 (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
WITH THE STATE OF HAWAII, DEPARTMENT OF THE ATTORNEY GENERAL,  
REGARDING GRANT OF FUNDS FOR THE  
STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM

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


SECTION 1. Purpose. The Department of the Attorney General, State of Hawaii, has awarded a grant to the Department of Police, County of Maui, (Project Number 16-WR-06), attached hereto and incorporated herein by reference as Exhibit "1", for the term April 1, 2018 through March 31, 2019, in the amount of FIFTY-FIVE THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$55,380), as set forth in Exhibit "A" to Exhibit "1". The County of Maui is required to provide an Agency Match of EIGHTEEN THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$18,460), which was provided in the Fiscal Year 2019 Budget for the Department of Police.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

SECTION 2. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreement, accept the grant funds and provide the agency matching funds, and execute all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
JERRIE L. SHEPPARD  
Deputy Corporation Counsel  
County of Maui  
(LF 2015-4350)

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of April 1, 2018, by and between the Department of the Attorney General, State of Hawaii, hereinafter called "Agency," by and through the Attorney General, and the Maui Police Department, whose business address is County of Maui, a political subdivision of the State of Hawaii, whose 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, Title IV of the Violent Crime Control and Law Enforcement Act of 1994, 42 U. S. C. 3796 et seq., as amended (hereinafter "Act"), was enacted to make grants to states for developing and strengthening effective law enforcement and prosecutorial strategies and victim services in cases involving crimes against women. Offices and agencies of the state

**EXHIBIT " 1 "**

government, units of local government, Indian tribes, and non-profit, non-governmental victim services programs are eligible to apply to states for subgrants under the twenty broad purpose areas:

- (1) training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking, including the appropriate use of nonimmigrant status under subparagraphs (T) and (U) of section 1101(a)(15) of the Immigration and Nationality Act (8 U.S.C. 1101(a));
- (2) developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking;
- (3) developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking, as well as the appropriate treatment of victims;

" \_\_\_\_\_ " **EXHIBIT**

- (4) developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking;
- (5) developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, stalking, and dating violence programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of domestic violence, dating violence, sexual assault, and stalking;
- (6) developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking;

- (7) supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
- (8) training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault;
- (9) developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of domestic violence, dating violence, sexual assault, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals;
- (10) providing assistance to victims of domestic violence and sexual assault in immigration matters;
- (11) maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families;

(12) supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities -

- o developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases;
- o notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency;
- o referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and

- o taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order; and
- (13) providing funding to law enforcement agencies, victim service providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote:
- o the development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as "Crystal Judson Victim Advocates," to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel;
  - o the implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies such as the model policy promulgated by the International Association of Chiefs of Police ("Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project" July 2003); and



o the development of such protocols in collaboration with state, tribal, territorial and local victim service providers and domestic violence coalitions;

Any law enforcement, state, tribal, territorial, or local government agency receiving funding under the Crystal Judson Domestic Violence Protocol Program shall, on an annual basis, receive additional training on the topic of incidents of domestic violence committed by law enforcement personnel from domestic violence and sexual assault nonprofit organizations and, after a period of two years, provide a report of the adopted protocol to the Department of Justice, including a summary of progress in implementing such protocol; and

(14) developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking;

(15) developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.

(16) developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution

of sexual assault cases and the appropriate treatment of victims;

- (17) developing, enlarging or strengthening programs addressing sexual assault against men, women, and youth in correctional and detention settings;
- (18) identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims;
- (19) developing, enlarging, or strengthening programs and projects to provide services and responses to male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18, United States Code; and
- (20) developing, enhancing, or strengthening prevention and educational programming to address domestic violence, dating violence, sexual assault, or stalking, with not more than 5 percent of the amount allocated to a state to be used for this purpose.

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

WHEREAS, Grantee is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations contained in the STOP Violence Against Women Formula Grant Program Guidance, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and has 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 implementing regulations have been satisfied and that Grantee is capable of using the requested federal funds 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) and the Acceptance of VAWA Special Conditions 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's Uniform Guidance and the effective edition of the Department of Justice Programs' financial manual entitled "DOJ Grants Financial Guide."

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from April 1, 2018 to and including March 31, 2019 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 Office on Violence Against Women, Part 200 Uniform Requirements, and the effective edition of the "DOJ Grants 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 Part 200 Uniform Requirements.

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 (Pub. 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 other neighborhood 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 Office on Violence Against Women 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 Office on Violence Against Women is closed.

11. The final drawdown for funds must be received by Agency within thirty (30) days after the date this 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 as stipulated under Part IV. of the Application for Grant, Attachments, Acceptance of VAWA Special Conditions.

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.

15. Grantee shall ensure that Eighteen Thousand Four hundred Sixty dollars (\$18,460.00) are available as matching funds to provide the services under this Contract. Grantee shall maintain records which clearly and accurately show the source, amount and the timing of match contributions. If, at the end of the Contract period, Agency determines that Grantee does not have the required matching contribution, Grantee shall return all of the federal portion of the project cost for which Grantee does not have the required match.

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 Fifty-five Thousand Three hundred eighty dollars (\$55,380.00) 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 the State of Hawaii, Agency, and their officers, agents, and employees to the extent permitted by law, and it is understood that payment is subject to approval by the county council/or city council, as the case may be.

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 (collectively and individually "material") shall be the subject of an application for copyright or patent by or on behalf of Grantee, its officers, agents, or its employees, or its subcontractors without prior written authorization from Agency. To the extent that any material, summary, report, map,

chart, graph, table, study, or other documents, or discovery, invention, or development under this Contract is not recognized as a "work made for hire" as a matter of law, Grantee hereby assigns to the Agency any and all copyrights in and to the material.

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, at the option of Agency, become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and surrendered to Agency 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.

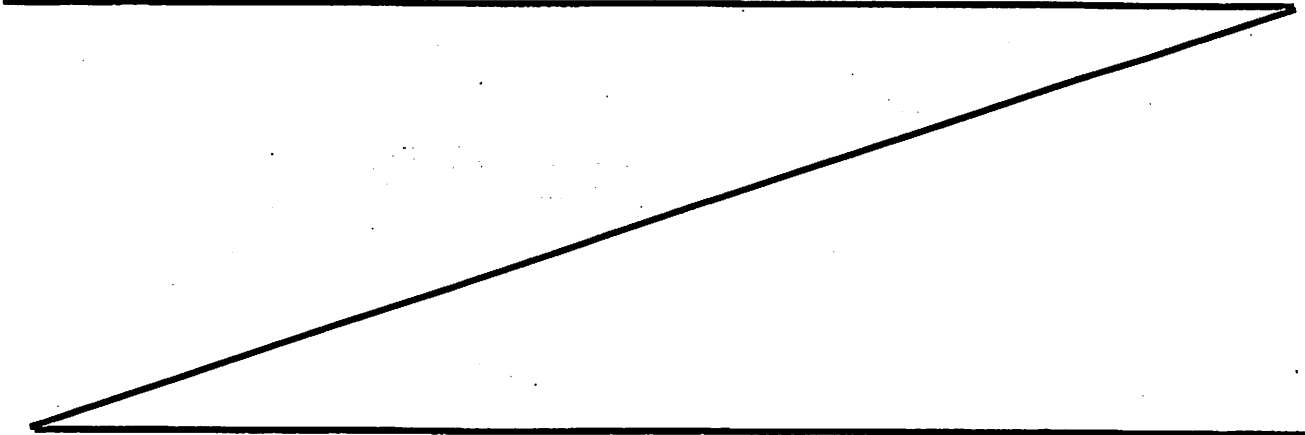
P. DISPUTES; GOVERNING LAW; VENUE.

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 upon 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.

APPROVED AS TO FORM:

Deputy Attorney General, State of Hawaii

APPROVAL RECOMMENDED:

By Tivoli S. Faaumu  
Print Name Tivoli Faaumu  
Title Chief of Police  
Date 7/12/18

APPROVED AS TO FORM AND

LEGALITY:

By J. L. Sheppard  
Print Name J. L. Sheppard  
Title Corporation Counsel  
Date 7/17/2018

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

By \_\_\_\_\_  
Print Name Dana O. Viola  
Its First Deputy Attorney General  
Date \_\_\_\_\_

COUNTY OF MAUI, ("GRANTEE")

By Alan M. Arakawa  
Print Name Alan M. Arakawa  
Title Mayor  
Date 8/2/18

By Mark Walker

Print Name Mark Walker  
Title: Director of Finance  
Date 7/25/18

By Samanda K. Baz  
Print Name Samanda K. Baz  
Title Budget Director  
Date 7/23/18



**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION****DEPARTMENT OF THE ATTORNEY GENERAL**

235 South Beretania Street, Suite 401, Honolulu, Hawaii 96813

**APPLICATION FOR FY 2016 VAWA S.T.O.P. VIOLENCE AGAINST WOMEN GRANT****PART I. TITLE PAGE**A. **PROJECT TITLE:** Combating Domestic Violence and Sexual Assault in Maui CountyB. **APPLICANT AGENCY:** Maui County Police DepartmentC. **ADDRESS:** 55 Mahalani Street City Wailuku Zip 96793D. **SYSTEM FOR AWARD MANAGEMENT (SAM):** ☒ Yes ☐ NoDUNS No. 33608782**PRIMARY PLACE OF**E. **PERFORMANCE:** City Wailuku State HI Zip + 4 digits 96793-F. **PROJECT PERIOD:** From April 1, 2018 To March 31, 2019G. **VAWA PROGRAM PURPOSE(S):** 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☒ 8 ☐ 9 ☐ 10 ☐  
11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☒ 16 ☒ 17 ☐ 18 ☐ 19 ☐ 20 ☐H. **FUNDING PRIORITY AREA(S):** 1 ☒ 2 ☐ 3 ☐ 4 ☒ 5 ☒  
6 ☐ 7 ☐ 8 ☐ 9 ☒I. **TOTAL PROJECT COSTS:**

SOURCE OF FUNDS	PERCENT	AMOUNT
Federal Funds	75%	\$55,380.00
Agency Match	25%	\$18,460.00
TOTAL	100%	\$73,840.00

J. **PROJECT DIRECTOR**Name: Derek Kaaukai Title: DetectiveAddress: 55 Mahalani Street, Wailuku, HI. 96793Telephone: 808 244-6439 Fax: 808 244-6479E-Mail: derek.kaaukai@mpd.netK. **FINANCIAL OFFICER**Name: Melissa Magonigle Title: Business AdministratorAddress: 55 Mahalani Street, Wailuku, HI. 96793Telephone: 808 244-6310 Fax: 244-6317E-Mail: melissa.magonigle@mpd.net**FOR CPJAD USE**Date received: \_\_\_\_\_ Project Number: 16-WF-06**EXHIBIT A**

# APPLICATION FOR S.T.O.P. VIOLENCE AGAINST WOMEN GRANT

## PART II. DESCRIPTION OF PROJECT

Note: This form does not provide spell check.

### A. THE PROBLEM

The Criminal Justice System on Maui will be improved because VAWA funds will provide updated training and education in area of sexual assaults, and other violent crimes against women. The agencies involved will be law enforcement, medical personnel, crisis workers and prosecutors. This will enable us to develop a network of knowledgeable professionals with backgrounds ranging from first responder to counseling crisis worker. These professionals will be enabled to create a safe, secure and authentic environment for victims of sexual assault, a very heinous and underreported crime. The collaborative efforts of the agencies will solidify reporting and ultimately prosecution against those who commit violent crimes against women.

Although the problem is specific to sexual assaults against women, the training and tools will improve other types of crimes against women cases in report writing, reporting and prosecution of the offender.

The following are the statistics for sexual assault cases, which have been reported to and investigated by the Maui County Police Department and sent to the Maui County Office of the Prosecuting Attorney:

1. In the calendar year of 2017, the Maui County Police Department documented a total of 254 sexual assaults. This included 216 sexual assaults in which the victim was female.
2. Of the documented cases over 85% of the reported victims were female.
3. In the calendar year of 2017, the Maui County Office of the Prosecuting Attorney received 119 sexual assault cases or approximately 46% of the reported cases.
4. A total of 68 of these cases were declined for prosecution. This provides an approximately 42% prosecution rate.
5. In the calendar year of 2016, the Maui County Police Department documented a total of 330 sexual assaults. This included 174 sexual assaults in which the victim was female.
6. Of the documented cases over 52% of the reported victims were female.
7. In the calendar year of 2016, the Maui County Office of the Prosecuting Attorney received 121 sexual assault cases or approximately 36% of the reported cases.
8. A total of 47 of these cases were declined for prosecution. This provides an approximately 61% prosecution rate.
9. Numbers provided by the State of Hawaii, Department of Health, show the annual number of females treated at Maui hospitals for "home" related assaults ranged between 139-149, between

2010 and 2014. These numbers do not distinguish between domestic violence and sexual assault. It must also be noted with this number the coding to 24% of the Maui cases is missing or listed "unknown" and shows possible under reporting.

As explained above, the problem is evident that in Maui County, sexual assault cases are rising and additional training and community outreach is needed.

The Maui Police Department's, Plans and Training Division require police recruits two hours of adult and juvenile sexual assault investigation training. Recruits receive a total of 1200 + hours of classroom training, plus 640 hours of training in the field. Follow-up training is provided during annual recall training and consists of 2 hours and 15 minutes of adult sexual assault training.

In the most recent United States Department of Justice, National Crime Victimization Survey; 2008-2012, approximately 68% of sexual assaults are not reported to Police.

An article, released by the United States Department of Justice in August 2002: Rape and Sexual Assault documents, when the sexual assault was reported to police the victim was most likely to report it. Also there is a direct correlation to the closer the relationship with the offender the less likely the sexual assault will be reported to police and shows a domestic violence component to sexual assaults against women with 77% not reporting a husband or boyfriend as committing a sexual assault. This provides documentation of the importance training is needed at the first responder level, to increase initial reporting. It is also worth noting, in the mentioned, United States Department of Justice numbers, persons age 12 and older were included.

Sexual Assault against women is about power and control over the victim. This leads to embarrassment and/or fear for the victim and the delay or non-reporting of the assault to law enforcement. Education and information on the importance of reporting and further timely reporting should lead to a higher prosecution rate.

## **B. GOALS AND OBJECTIVES**

Goal:

To improve the County of Maui's community outreach and response to sexual assault victims, specifically focusing on enhanced reporting, offender prosecution and counselling for the victims of sexual assaults.

Objective:

1. To improve community engagement and outreach to victims of sexual assault by providing information about reporting and services to at least 200 people.
2. To enhance at least 80% of the three hundred and fifty-five (355) Maui County police officers', eight (8) Maui County prosecutors', and four (4) victim service providers' understanding of and response to victims of sexual assault through local and national trainings.
3. To improve evidence collection and evidence data storage. To properly record and securely store data/media evidence, to be forwarded to the prosecutors.

## **C. PROJECT ACTIVITIES**

#### **Activities which will support Objective #1**

1. The Sexual Assault Unit will coordinate, with other government and nonprofit agencies in, three (3) joint sexual assault community engagement forums. Including one (1) on the Island of Molokai and one (1) on the Island of Lanai.
2. The Sexual Assault Unit will be proactive and participate in joint sexual assault training, presentations and/or events with other agencies for the community. Funding for overtime may be necessary if occurs after normal working hours.
3. The Sexual Assault Unit will organize, four-one day training focused on First Responders, Response to Sexual Assaults and Domestic Violence. Two of the one day trainings, will focus on Intermediate and High School Counselors, Teachers and Administrators, and how to obtain information needed in Sexual Assault and Domestic Violence investigation and how to obtain the information without damaging the criminal investigation or traumatizing the victims. The training will also provide attendees with information on reporting and services available to victims of Sexual and Physical Abuse. The training will focus on sexual assault and domestic violence against women. The second two days will focus on Law Enforcement and covered in Objective #2.

#### **Activities which will support Objective #2**

1. The Sexual Assault Unit will attend roll call briefings to provide sexual assault focused in-service training at the (6) six patrol levels of Maui County. Funding for overtime and travel may be necessary to train each district and multiple patrol watches.
2. The Sexual Assault Unit will organize, four-one day training focused on First Responders, Response to Sexual Assaults and Domestic Violence. Two of the one-day trainings would be directed towards members of the Police Department and how they contact and interview victims of Sexual Assaults and Domestic Violence, with the emphasis on victims aged 11 to 17. The other two one-day trainings, will focus on Intermediate and High School Counselors, Teachers and Administrators, and how to obtain information needed in Sexual Assault and Domestic Violence investigation and how to obtain the information without damaging the criminal investigation or traumatizing the victims. The training will focus on sexual assault and domestic violence against women. Approximately (60) sixty attendees will be trained in these four trainings and be open to attendees from the neighbor islands, including, police, Department of Education Staff and sexual assault/domestic violence crisis workers.
3. The Sexual Assault Unit will organize two one-day training events for the Islands of Molokai and Lanai. The training event will be three parts including: a Community Engagement Forum; a Department of Education 1st Responders, Response to Sexual Assaults and Domestic Violence; and a Maui Police Department 1st Responders, Response to Sexual Assaults and Domestic Violence. The presenters will be from the Maui Police Department, Maui Prosecutors, Department of Education, Child Welfare Services, Child and Family Service, and a Sexual Assault Survivor. This training event will also support Objectives #1, with Community Partners and Department of Education
4. Maui Police Department will send (5) five Maui Police Personnel to a national conference on sexual assault, with a focus on women victims.

The project director will obtain necessary approvals and make travel arrangements.

5. Maui Police Department will send (4) four Maui Police Personnel, (2) two Prosecutors and (1) one Sexual Assault Crisis Worker to a national conference on crimes against children (to include females aged between eleven (11) and eighteen (18) years-old). The conference will provide training to various people who work with child victims of crime, primarily those of domestic violence and sexual assault.

The project director will obtain necessary approvals and make travel arrangements.

#### Activities which will support Objective #3

1. Maui Police Department will purchase (10) ten Apple iPad Pro tablets to be utilized by the Detectives who investigate sexual assaults. (10) ten Verizon Hot Spots will also be purchased to be used in conjunction with the tablets.

2. Maui Police Department will purchase (18) eighteen telephone recording devices to be issued to all Detectives in the Criminal Investigation Division to aid in investigations.

3. Maui Police Department will purchase a new Secure Digital Forensic Imaging camera to be utilized by Doctors performing Forensic Medical Examinations. The new camera totals \$12,750.00, but after trading in the old camera, the final cost will be \$5,000.00.

#### D. PROJECT ORGANIZATION AND MANAGEMENT

Detective Derek Kaaukai, of the Sexual Assault Unit, is the Project Director, and currently under the command Captain Clyde Holokai and under the supervision of Lieutenant Derrick Lopez of the Maui County Police Department's Criminal Investigations Division.

The Project Director is responsible for the following:

- ☐ Coordinating the project activities and ensuring the stated goals and objectives are met;
- ☐ Managing the grant and ensuring that funds will be encumbered within the project period;
- ☐ Coordinating any joint activities with outside agencies;
- ☐ Preparing and submitting semi-annual and final progress reports and a final report as required;
- ☐ Overseeing the requisition of equipment;
- ☐ Requesting prior approval to the Department of the Attorney General for any grant modifications, travel and training activities;
- ☐ Monthly meetings with the Sexual Assault Prosecuting Team and the Prosecutor's Victim/Witness to review cases for successful prosecution;

☐ Quarterly meetings with the local advocate agencies, Maui Sexual Assault Center, Child and Family Service and Children's Justice Center to collaborate in assisting women who are victims of sexual assault;

Melissa Mangonigle, Business Administrator, will be the Financial Officer responsible for the preparing/submitting all financial reports relating to the project.

E. PERSONNEL

The Sexual Assault Unit (SAU) of the Maui County Police Department is comprised of (3) three Detectives and the Domestic Violence Unit (DVU) is comprised of (1) one Sergeant and (2) two Police Officers. The Sexual Assault Unit and the Domestic Violence Unit are part of the Persons Crime Unit, which is under the supervision of Lieutenant Derrick Lopez. The (3) three Detectives, currently assigned to the SAU, are Derek Kaaukai, Oran. Satterfield and LeeAnn Galario-Guzman. The DV Sergeant is Edith Quintero and Police Officers Clement Antonio and Justin Endo. The overall Commander of the SAU and DVU is Captain Clyde Holokai. The (3) three personnel in the Sexual Assault Unit and the (3) DVU personnel may incur overtime conducting project activities outside of their normal work hours. This will include investigations related to Sexual Assault and Domestic Violence, and other objectives presented in this application.

F. BRIEF PERSONNEL BIOGRAPHIES

Captain Clyde Holokai is the current Commander of the Criminal Investigations Division.

Lieutenant Derrick Lopez is the current Supervisor of the Person Crimes Unit within the Criminal Investigations Division.

Detective Derek K. Kaaukai, joined the Maui County Police Department in January 9, 1995 and is currently assigned to the Sexual Assault Unit.

Detective LeeAnn Galario-Guzman, joined the Maui County Police Department in December 18, 2000 and is currently assigned to the Sexual Assault Unit.

Detective Oran A. Satterfield, joined the Maui County Police Department in December 16, 1997 and is currently assigned to the Sexual Assault Unit.

Melissa Magonigle is the Maui County Police Department's Business Administrator and has served as the Financial Officer since 2017.

Other Detectives or Officers chosen for future training or equipment issuance will be drawn from a qualified list of experienced investigators that handle Domestic Violence and Sexual Assault investigations.

G. PARTICIPATING AGENCIES

The Maui County Police Department works collaboratively with the community agencies and organizations including the Department of the Prosecuting Attorney, Women Helping Women, Parents and Children Together (PACT), Maui Sexual Assault Center, Maui Sexual Assault Response Team (MSART), Child and Family Services (CFS), Adult Protective Services, the Children's Justice Center (CJC) and the Department of Human Services, Child Welfare Services (CWS).

## **H. PERFORMANCE INDICATORS/OUTCOME MEASURES**

### **Performance Measures which support Objective #1**

1. The Maui County Police Department will conduct and/or be a participant in at least (3) three community engagement forums, with the focus on reporting and awareness of sexual assaults.

### **Performance Measures which support Objective #2**

1. Provide additional training to at least 80% of the Maui County Police Department's, patrol level, police officers with sexual assault investigation training.
2. The number of sexual assault investigations personnel who participate in the two one-day trainings and return to their districts and agencies to further teach their personnel. Attendees from the neighbor islands, including, police, Department of Education Staff and sexual assault/domestic violence crisis workers will be included in this training.
3. At least 80% of the Maui County Police Department's officers who attend this specialized sexual assault training will become more aware and able to conduct complete, accurately detailed reports for sexual assault investigations leading to increases in successful prosecution.
4. The number of Maui County Police Department personnel, Department of the Prosecuting Attorney personnel and sexual assault crisis workers who attend national training on sexual assault, and domestic violence. Following the trainings, the officers will be able to apply what is learned to assist in the successfully prosecution of sexual assault cases.
5. The number of Maui Police Department personnel, Department of the Prosecuting Attorney personnel and sexual assault crisis workers who attend national training on sexual assault, and violence with the focus on children ages 11 and over. Following the trainings, the officers will be able to apply what is learned to assist in the successfully prosecution of sexual assault cases.

### **Performance Measures which support Objective #3**

1. The number of cases with supporting evidence in the way of video and audio statements, victim and crime scene images, medical records and medical examination reports, cellular records as well as other forms of digital evidence.
2. The number of sexual assault cases submitted to the prosecutor's office with digital evidence.

## **I. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM**

The Criminal Justice System within Maui County will be improved because VAWA funds will provide updated training in sexual assault for law enforcement personnel, medical personnel, crisis workers and prosecutors. Develop a network of knowledgeable professionals with backgrounds ranging from the first responder, to the crisis response and prosecution. These professionals will be enabled to create a safe, secure and authentic environment for women victims of sexual assault. The training would further improve the patrol officer's handling of sexual assault, improved

documentation and better and more complete evidence collection for effective prosecution. The knowledge and expertise gained would increase the specialized skills needed by Detectives to present these heinous cases for prosecution. The collaborative efforts of the agencies will solidify the team concept, leading to successful prosecution against those who choose to prey on women.

**References:**

Statistics on Sexual Assaults within Maui County provided by the Maui County Police Department and the Maui County Prosecuting Attorney.

Statistics on State of Hawaii women hospital visitation provided by the State of Hawaii Department of Health, Maui District Office.

Statistics on National Sexual Assault provided by the United States Department of Justice, Bureau of Justice Statistics, published August 2002 and the United States Department of Justice, National Victimization Survey: 2008-2012.



**DEPARTMENT OF THE ATTORNEY GENERAL/CPJAD**  
**APPLICATION FOR GRANT**  
**PART III. BUDGET DETAIL AND EXPLANATION**

**BUDGET DETAIL:**

COST ELEMENT					AMOUNT
<b>A. Salaries and Wages</b>					
Position Title	No. of Positions	Monthly rate	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
SAU Police Detective	1	\$71	50	\$3550	
SAU/DVU Police Detective/Sergeant	3	\$68	125	\$8500	
DVU Police Officer	2	\$50	30	\$1500	
		\$		\$	
<b>Total Salaries and Wages</b>					<b>\$13550</b>
<b>B. Fringe Benefits</b>					
		Employee Benefits @ _____ %			
Position Title	No. of Positions	Monthly Rate	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Total Fringe Benefits</b>					<b>\$</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	

Total Consultants/Contracts					\$
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	
Roundtrip airfare for 7 personnel to Dallas, Texas	\$1100	7		\$7700	
Out-of State per diem	\$145	7	6	\$6090	
Excess lodging	\$65	7	6	\$2730	
Baggage fee	\$50	7		\$350	
Roundtrip airfare to San Diego, California	\$1000	5		\$5000	
Out-of State per diem	\$145	5	5	\$3625	
Excess lodging	\$65	5	5	\$1625	
Baggage fee	\$50	5	5	\$250	
Roundtrip airfare between Maui and Molokai for roll call training	\$175	6	1	\$1050	
Interisland per diem	\$20	4	1	\$80	
Roundtrip Ferry between Maui and Lanai for roll call training	\$45	5		\$225	
<b>Total Transportation and Subsistence</b>		Agency match amount \$18,460.00 will come from this category			\$28725
<b>E. Office Supplies</b>					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal		
Royal typewriter	1	\$300	\$300		
Xerox printer	1	\$300	\$300		
Impulse evidence bag sealer	1	\$205	\$205		
Folders for materials (Presentations, roll call and DOE training)	250	\$1	\$250		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
<b>Total Office Supplies</b>					\$1055
<b>F. Equipment</b>					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal		
Apple 10.5 inch iPad Pro 512 GB	10	\$1100	\$11000		
Video Enhancement program	1	\$6000	\$6000		

license				
Telephone recording device	18	\$30	\$540	
SDFI Camera	1	\$5000	\$5000	
Verizon Dllipsis Jetpack hot spot	10	\$150	\$1500	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<b>Total Equipment</b>				<b>\$24040</b>

<b>COST ELEMENT</b>				<b>AMOUNT</b>
<b>G. Other Costs</b>	<b>Quantity</b>	<b>Cost by Unit</b>	<b>Subtotal</b>	
San Diego Conference Registration	5	\$552	\$2760	
Dallas Conference Registration	7	\$530	\$3710	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<b>Total Other Costs</b>				<b>\$6470</b>
<b>H. Indirect Costs</b>	<b>Base</b>	<b>Rate (%)</b>	<b>Subtotal</b>	
			\$	
			\$	
			\$	
			\$	
<b>Total Indirect Costs</b>				<b>\$</b>
<b>TOTAL PROJECT COSTS</b>				<b>\$73840</b>

## **BUDGET EXPLANATION:**

### **A. Salaries and Wages**

The (3) three personnel in the Sexual Assault Unit and the (3) DVU personnel may incur overtime conducting project activities outside of their normal work hours. This will include investigations related to Sexual Assault and Domestic Violence, and other objectives presented in this application

### **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**

### **D. Transportation and Subsistence**

1. Covers the round trip airfare from Maui to San Diego for (5) five personnel for (5) five days to attend the Institute on Violence Abuse and Trauma (IVAT) Conference.
2. Covers the out-of-state per diem for the (5) five personnel attending the San Diego IVAT Conference.
3. Covers the excess lodging cost for the (5) five personnel for the San Diego IVAT Conference, not included in the per diem.
4. Covers baggage fees for personnel attending the IVAT Conference.
5. Covers the round trip airfare from Maui to Dallas, Texas for (7) seven personnel for (5) five days to attend the Crimes against Children Conference (CACC).
6. Covers the out-of-state per diem of the (7) seven personnel attending the Dallas, Texas CACC.
7. Covers the excess lodging cost for (7) seven personnel attending the Dallas, Texas CACC, not included in the per diem.
8. Cover Baggage fees for the seven (7) personnel attending CACC.
9. Covers the round trip airfare between Maui and Molokai for (2) two Detectives, (2) two Maui Prosecutors Personnel, (1) one Child and Family Service Personnel and (1) Sexual Assault Survivor. This is to provide a one day, three part training event on the Island of Molokai, which includes, training for all three patrol Watches of Molokai Patrol, training for the Department of Education-Molokai and a Community Engagement Forum.
10. Covers the one day per diem for the (2) two personnel/presenters traveling to Molokai.
11. Covers the round trip, Lanai Ferry ride between Maui and Lanai for (2) two Detectives, (2) two Maui Prosecutors Personnel, and (1) one Child and Family Service Personnel. This is to provide a one day, three part training event on the Island of Lanai, which includes, training for all three patrol Watches of Lanai Patrol, training for the Department of Education-Lanai and a Community Engagement Forum.

**\*\*Agency Match amount \$18,460.00 will be paid by MPD as part of the Transportation and Subsistence budget category.**

**E. Office Supplies**

- 1. Covers the cost of (1) Royal typewriter to be used for the investigations conducted by the Sexual Assault Unit.**
- 2. Covers the cost of (1) Xerox printer to be used for the investigations conducted by the Sexual Assault Unit.**
- 3. Covers the cost of (1) Impulse evidence bag sealer to seal evidence.**
- 4. Covers the cost of folders and training materials for the presentations, roll-call and D.O.E. training .**

**F. Equipment**

- 1. Covers the cost of ten (10) Apple 10.5 inch iPad Pro 512 GB tablets to be utilized by Detectives who investigate crimes against persons (females) and the Sexual Assault Unit.**
- 2. Video enhancement program license to assist in investigations which include sexual assaults and crimes against females.**
- 3. Covers the cost of eighteen (18) telephone recording devices to assist in recording telephone conversations to be utilized by Detectives and Officers who primarily handle domestic violence and sexual assault investigations.**
- 4. Covers the cost of one (1) Secure Digital Forensic Imaging (SDFI) camera, utilized while conducting a Medical Forensic Examination, for both sexual assaults and domestic violence investigations.**
- 5. Covers the cost of ten (1) Verizon Hot Spots, to be used in conjunction by the Detectives who are issued the iPad tables above.**

**G. Other Costs**

- 1. Covers the registration fee for the (5) five personnel attending the San Diego IVAT Conference.**
- 2. Covers the registration fee for the (7) seven personnel attending the Dallas, Texas, Crimes against Children Conference (CACC).**

**H. Indirect Costs**

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM

CERTIFICATE OF COLLABORATION

To be completed by applicant agency:

Applicant Agency: The Maui Police Department

In satisfaction of the requirements under this grant program, this agency certifies that it has consulted with the local victim services program during the course of developing this proposal in order to ensure that our proposed activities and/or equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Please provide a brief description of the consultation with and/or collaborative relationship established between the applicant and the local victim services organization identified below:  
The Maui Police Department works hand in hand with the Child and Family Services when dealing with victims of domestic violence and sexual assaults. After meeting with victims (interviews, exams, etc.) the victims and family members are met with and offered services.

01/10/18  
Date

[Signature]  
Authorized Signature of Applicant Agency

To be completed by local victim services organization. The individual signing this section may not be from the applicant agency

As a designated representative of CFS, a recognized local victim services organization, I certify that the above is an accurate description of the consultation with and/or collaborative relationship established between my agency and that applicant agency identified above.

Name of Organization:

Name & Title of Signing Authority:

Signature:

Date:

Child & Family Service  
Nicole Hokoana Director of Maui County Programs  
[Signature]  
1/10/18

#### **PART IV. ATTACHMENTS**

- Acceptances of Conditions (*AG/CPJAD #14*)
- Acceptance of VAWA Special Conditions (*AG/CPJAD #26 VAWA Government*)
- Certification of Non-Supplanting (*AG/CPJAD #3*)
- Certification of Non-Discrimination (*AG/CPJAD #15*)
- Certification of Non-Discrimination Compliant Procedures (*AG/CPJAD #30*)
- Certification Regarding Forensic Medical Examination Payments and Polygraph Testing Prohibition (*AG/CPJAD #34*)
- Certification Regarding Filing Costs for Criminal Charges or Protection Orders and Judicial Notification of Firearms Prohibition (*AG/CPJAD #35*)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (*OJP Form 4061/1 Rev. 2/89*)
- Certification Regarding Equal Employment Opportunity Program (*OCR Form- Expiration date: 12/31/15.*)

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF CONDITIONS

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

1. This project, upon approval, shall constitute an official part of Hawaii's Violence Against Women Formula Grant Program established under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322.
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 IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322, as applicable;
  - (b) conditions applicable to the fiscal administration of grants under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322, 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: 7/12/18  
Name: Tivoli Faaumu Title: Chief of Police  
Agency: Maui County Police Department



**DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division**

**ACCEPTANCE OF VAWA SPECIAL CONDITIONS  
(for Government Contracts)**

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 understands and agrees that CPJAD may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CPJAD awards.

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

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

**3. The annual STOP report required by OVW shall be submitted to CPJAD by February 1 unless mandated earlier by CPJAD.**

**4. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

Grantee shall promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant 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 grant 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](mailto: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](http://www.usdoj.gov/oig)

5. 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)

Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

6. 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.

7. 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 OVW Training

Guiding Principles for Grantees and Sub-grantees, available at <http://www.ovw.usdoj.gov/grantees.html>

**8. 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. Further, the Grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be deobligated from this award and returned to CPJAD.

**9. VAWA Federal Eligibility Requirements**

Grantee shall comply with the federal eligibility requirements established by the Violence Against Women and Department of Justice Reauthorization of 2013 (<http://www.usdoj.gov/ovw/regulations.htm>) and the effective edition of the DOJ Grants Financial Guide in order to receive STOP Program funds.

**10. Civil Rights Provision**

Grantee shall comply with civil rights provisions prohibiting the 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 by OVW.

**11. Non-Disclosure of Confidential or Private Information**

Grantee shall comply with provisions of 42 U.S.C. 13925(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Grantee shall also ensure that any subgrantees meet these requirements.

**12. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters**

No Grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

13. Prohibited Conduct Related to Trafficking in Persons

Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantees, subgrantees, or individuals defined (for purposes of this condition) as "employees" of the grantee or of any subgrantee.

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/grantees> (Award condition: Prohibited conduct by grantees and subgrantees related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

14. General Appropriations-Law Restrictions

Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <https://www.justice.gov/ovw/grantees> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee or subgrantee would or might fall within the scope of an appropriations-law restriction, the grantee is to contact CPJAD for guidance, and may not proceed without the express prior written approval of CPJAD.

15. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SUBMITTED BY:

Signature:

*Tivoli S. Faumu*

Date:

7/12/18

Name:

Tivoli Faumu

Title: Chief of Police

Agency:

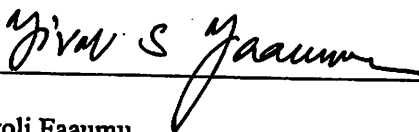
Maui County Police Department

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature:  Date: 7/12/18  
Name: Tivoli Faaumu Title: Chief of Police  
Agency: Maui County 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:

*Tivoli S. Faaumu*

Date:

*7/12/18*

Name:

Tivoli Faaumu

Title: Chief of Police

Agency:

Maui County Police Department

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

**CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES**

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

I certify that the Maui County 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 S. 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:

7/12/18

Name:

Tivoli Faaumu  
(Head of Agency or Designee)

Title:

Chief of Police

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

**CERTIFICATION REGARDING FORENSIC MEDICAL EXAMINATION PAYMENTS  
AND POLYGRAPH TESTING PROHIBITION**

As required by the Statutory Eligibility Requirements of the Violence Against Women Act (VAWA), STOP Formula Grant Program found in 42 U.S.C. 3796gg-4 and U.S.C. 3796gg-8 and implemented at 28 CFR Part 90,

I certify that the Maui County Police Department (name of Grantee) will:

1. Ensure victims of sexual assault will not incur out-of-pocket costs for forensic medical examinations by either providing such exams free of charge or arranging for victims to receive such exams free of charge, without regard to whether or not the victim participates in the criminal justice system or cooperates with law enforcement.
2. Coordinate with health care providers in the region to notify victims of sexual assault of the availability of forensic medical exams at no cost to victims.
3. Ensure that any victims of an alleged sexual offense as defined under federal, state, or local law will not be asked or required to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense by a state or unit of local government.

The undersigned understands and agrees, on behalf of the Grantee, that if it fails to comply with any of the provisions stated above, it will jeopardize the Grantee and the State of Hawaii from receiving any funds from the VAWA STOP Formula Grant.

SUBMITTED BY:

Signature: Tivoli Faaumu

Name: Tivoli Faaumu  
(Head of Grantee Agency or Designee)

Date: 7/12/18

Title: Chief of Police



DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

**CERTIFICATION REGARDING FILING COSTS FOR CRIMINAL CHARGES OR  
PROTECTION ORDERS AND JUDICIAL NOTIFICATION OF  
FIREARMS PROHIBITION**

As required by the Statutory Eligibility Requirements of the Violence Against Women Act (VAWA), STOP Formula Grant Program found in 42 U.S.C. 3796gg-5 and 18 U.S.C. § 922(g)(8)-(9) and implemented at 28 CFR Part 90,

I certify that the Maui County Police Department (name of Grantee) will:

1. Ensure its policies and practices do not require that the victim bear the costs associated with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a warrant, protection order, or a petition for a protection order to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or witness subpoena, whether issued inside or outside the state.
2. Provide notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of the title 18, United States Code and any applicable related federal, state, and local laws.

18 U.S.C. § 922(g)(8)-(9) states:

"It shall be unlawful for any person --

(8) who is subject to a court order that --

(A) was issued after a hearing of which such person received actual notice, and at which such person had an opportunity to participate;

(B) restrains such person from harassing, stalking, or threatening an intimate partner of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; and

(C) (i) includes a finding that such person represents a credible threat to the physical safety of such intimate partner or child; or (ii) by its terms explicitly prohibits the use, attempted use, or threatened use of physical force against such intimate partner or child that would reasonably be expected to cause bodily injury; or

(9) who has been convicted in any court of a misdemeanor crime of domestic violence

to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce."

The undersigned understands and agrees, on behalf of the Grantee, that if it fails to comply with any of the provisions stated above, it will jeopardize the Grantee and the State of Hawaii from receiving any funds from the VAWA STOP Formula Grant.

SUBMITTED BY:

Signature:

Tivoli Faaumu

Date:

7/12/18

Name:

Tivoli Faaumu

Title: Chief of Police

(Head of Grantee Agency of Designee)



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

Signature

*Tivoli S. Faaumu*

*7/12/18*

Date

Maui County Police Department

Name of Organization

55 Mahalani, Honolulu, HI 96793

Address of Organization

### **Instructions for Certification**

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

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

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

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

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

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

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Maui County Police Department

Address: 55 Mahalani Street, Wailuku HI 96793

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

DUNS Number: 336087822

Vendor Number (only if direct recipient)

Name and Title of Contact Person: Derek Kaaukal, Detective

Telephone Number: 808-244-6439

E-Mail Address: derek.kaaukal@mpd.net

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

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

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_

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

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

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

Print or Type Name and Title

Signature

Date

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

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

I, Tivoli S. Faauu \_\_\_\_\_ [responsible official], certify that the Maui Police Department

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

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

[address].

Tivoli S. Faauu

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Print or Type Name and Title

Signature

Date

## Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

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

[illegible]

*If additional space is necessary, please duplicate this page.*

DIGEST

ORDINANCE NO. \_\_\_\_\_  
BILL NO. 109 (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
WITH THE STATE OF HAWAII, DEPARTMENT OF THE ATTORNEY GENERAL,  
REGARDING GRANT OF FUNDS FOR THE  
STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM

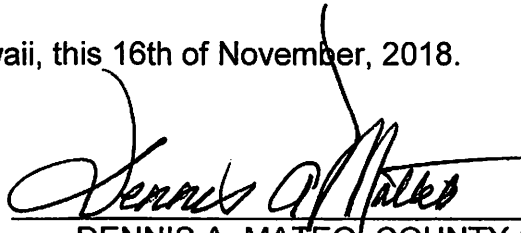
This bill proposes to authorize the Mayor of the County of Maui to enter into an intergovernmental agreement with the State of Hawaii, Department of the Attorney General, granting to the Department of Police funding for the Stop Violence Against Women Formula Grant Program for the term April 1, 2018 through March 31, 2019, for \$55,380 and requiring County matching funds of \$18,460.

I, DENNIS A. MATEO, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 109 (2018) was passed on First  
Reading by the Council of the County of Maui, State of Hawaii, on the 15th day of  
November, 2018, by the following vote:

AYES: Councilmembers Alike Atay, Eleanora Cochran, S. Stacy Crivello,  
Donald S. Guzman, G. Riki Hokama, Kelly T. King, Yuki Lei K.  
Sugimura, Vice-Chair Robert Carroll, and Chair Michael B. White.

NOES: None.

DATED at Wailuku, Maui, Hawaii, this 16th of November, 2018.

  
DENNIS A. MATEO, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County  
Clerk, County of Maui, for use and examination by the public.