

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

BILL NO. 122 (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE COUNTY OF MAUI TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII  
(SPECIAL NEEDS ADVOCACY PROJECT)

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

SECTION 1. Purpose. The Department of the Attorney General, State of Hawaii ("Agency"), through the Hawaii Victims of Crime Act (VOCA) Victim Assistance Grant Program, Special Needs Advocacy Project ("SNAP"), will provide a maximum amount of SIX HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$622,420) to the Maui Department of the Prosecuting Attorney, through Contract Project Number 16-VA-01, for the period July 1, 2018 through June 30, 2019, as more fully described in Exhibit "1", attached hereto and incorporated herein. The Agency is the designated State Administering Agency for purposes of disbursing federal funds to support or enhance state and local criminal victim assistance programs.


This grant award requires that the County provide matching funds in the amount of ONE HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS (\$155,355).

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, 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:

  
\_\_\_\_\_  
DAVID A. GALAZIN  
Deputy Corporation Counsel  
County of Maui  
2017-0093/2018-1345  
BF-185 2018-11-15 Ord IGA SNAP

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of July 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 County of Maui, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Hawaii 96793, hereinafter called "Grantee", for the benefit of the Maui Department of the Prosecuting Attorney, which is identified as the applicant on the Exhibit "A" attached hereto.

WITNESSETH

WHEREAS, the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, as amended by the Children's Justice and Assistance Act of 1986, Public Law 99-401, as amended by the Anti-Drug Abuse Act of 1988, Public Law 100-690, Title VII, Subtitle D, as amended by the Crime Control Act of 1990, Public Law 101-647, as amended by the Federal Courts Administration Act of 1992, Public Law 102-572, as amended by

the Department of Justice Appropriations Act for 1994, Public Law 103-121, Title I, Section 110, and as amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, Title XXIII, Subtitle B, codified at 42 U.S.C. 10601, et seq. (hereinafter "Act"), was enacted to assist states to support or enhance state and local victim assistance programs, and to designate a state office to solicit the federal financial assistance for such programs available under the Act and distribute the federal funds amongst state and county agencies in Hawaii;

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

WHEREAS, Grantee is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations, contained in the Victims of Crime Act Victim Assistance Final Program Guidelines, 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");

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 federal funds requested appropriately;

WHEREAS, Grantee has demonstrated the capacity to provide the services, programs and activities described herein; has been selected for receipt of the federal funds as a Grantee under H.R.S. Chapter 103F, 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 VOCA 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 Office of Justice Programs' financial manual entitled "DOJ Grants Financial Guide."

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from July 1, 2018 to and including June 30, 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 the provisions of the Final Program Guidelines published in the Federal Register, July 8, 2016, guidance issued by the Office for Victims of Crime, 28 C.F.R. Part 94, 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 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 for Victims of Crime 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 for Victims of Crime 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 during the term of the Contract as stipulated under Part IV. of the Application for Grant, Attachments, Acceptance of VOCA 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 victim assistance 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 One hundred fifty-five thousand three hundred fifty-five no/100 dollars (\$155,355.00) 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 the 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 Six hundred twenty-two thousand four hundred twenty and 00/100 dollars (\$622,420.00) 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 City and County of Maui will indemnify to 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 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.

0. 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.

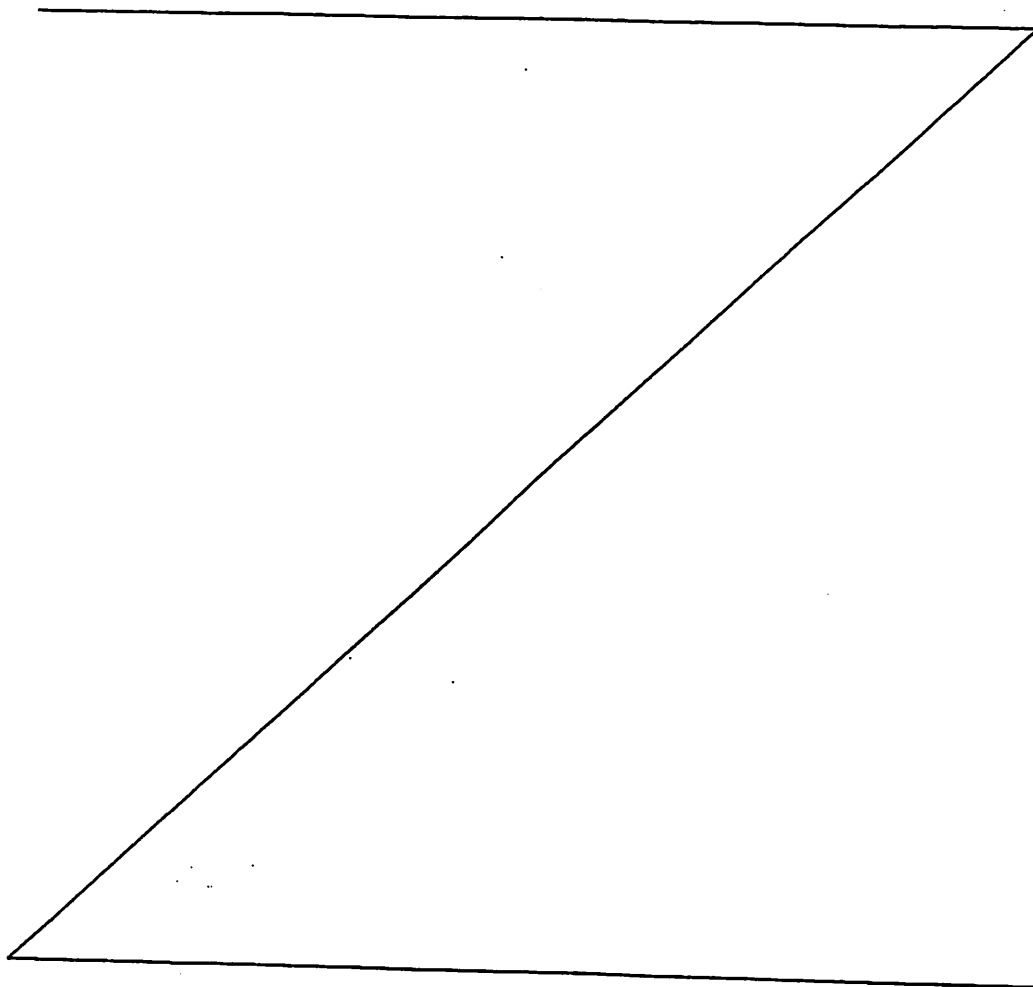
Any dispute concerning a matter of fact arising under this Contract or any subcontract, which is not disposed of by mutual agreement within fifteen (15) calendar days, shall be decided by the Attorney General, or the Attorney General's duly designated representative, who shall reduce the decision to 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:

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

Deputy Attorney General, State of Hawaii

By \_\_\_\_\_

Print Name Dana O. Viola  
Its First Deputy Attorney General

Date \_\_\_\_\_

DEPARTMENT OF THE PROSECUTING  
ATTORNEY, COUNTY OF MAUI ("GRANTEE")

By \_\_\_\_\_

Print Name Alan Arakawa  
Title Mayor

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_  
Title Budget Director

Date \_\_\_\_\_

By \_\_\_\_\_

Title Director of Finance

Date \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel/County Attorney

APPROVAL RECOMMENDED:

Prosecuting Attorney for the County

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

**APPLICATION FOR VOCA VICTIM ASSISTANCE GRANT  
PART I. TITLE PAGE**

- A. PROJECT TITLE: Special Needs Advocacy Project (SNAP)
- B. APPLICANT AGENCY: County of Maui, Department of the Prosecuting Attorney
- C. SYSTEM FOR AWARD MANAGEMENT (SAM): ☒ Yes ☐ No DUNS No. 830283169
- D. ADDRESS: 150 South High Street City Wailuku Zip 96793
- E. LOCATION OF PROJECT: County of Maui
- F. PROJECT PERIOD: From July 1, 2018 To June 30, 2019

G.

SOURCE OF FUNDS	PERCENT	AMOUNT
FEDERAL FUNDS	80%	\$ 621,420
MATCH FUNDS	20%	\$ 155,355
ADMINISTRATIVE FUNDS		\$ 1,000
TOTAL	100% + ADMIN	\$ 777,775

H. PERFORMANCE MEASURES:

The applicant agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Department of the Attorney General. ☒ Yes ☐ No

I. PROJECT DIRECTOR

Name: John D. Kim Title: Prosecuting Attorney  
Address: 150 South High Street  
Telephone: 808-270-777 Fax: 808-242-0922 E-Mail: John.kim@co.maui.hi.us

J. FINANCIAL OFFICER

Name: Wendy Nobriga Title: Administrative Officer  
Address: 150 South High Street  
Telephone: 808-270-7594 Fax: 808-270-7594 E-Mail: Wendy.nobriga@co.maui.hi.us

FOR CPJAD USE	
Date received: <u>9/25/18</u>	Project Number: <u>16-VA-01</u>

**EXHIBIT A**

**APPLICATION FOR VOCA VICTIM ASSISTANCE GRANT**  
**PART II. DESCRIPTION OF PROJECT**

**A. THE PROBLEM**

In 2016, Maui County Prosecutors reported screening over 2,930 felony cases, such cases included child sex assault, strangulation, robbery and homicide cases. In 2017, an increase of 909, the Maui Prosecutors reported screening 3,839 felony cases giving an annual average of 3300 crimes. This does not account for unreported crimes that are due to language barriers, undocumented status, limited resources, fear of law enforcement and the lack of knowledge regarding services to crime victims. The United States Census Bureau lists the 2016 population for Maui County as 165,386. Currently, there are 8 victim witness counselors whose caseload range from 50 to 400 cases. One counselor has an active caseload of 420 plus with 75% of the cases in domestic violence and sex assault. Property crime is also on the rise, with over 175 cases last year compared to 160 cases the year before. No counselors are assigned to property crime cases unless victim support is requested by a deputy prosecutor. Due to the overwhelming number of persons crime, property crime victims lack victim service support. With only 8 victim/witness counselors to cover all three islands, there definitely is a need for more help with victims of crime. Continued VOCA funding will assist the Dept. of the Prosecuting Attorney in hiring victim witness counselors and improve resources and services to victims of crime throughout the County.

The Project will address some of the special needs of crime victims, particularly in the areas of domestic violence, sexual assault/sex trafficking, child physical and sexual abuse, homicide, property crime and provide victim notification in geographical isolated areas such as Hana, Lanai, and Molokai. For the Hana District, which is on the island of Maui, it takes at least 2 hours of travel to Hana due to winding roads (approximately 50 miles) and 2 hours to return to Central Maui. Most of the victims/witnesses in Hana do not have transportation of their own nor access to public transportation. At least 90% of services are provided through mail or by phone. Although Molokai and Lanai are part of the Maui County, these islands are separated by waters and there are no face-to-face contact with victims/witnesses until the day of the trial.

There is a definite need of emergency housing which consists of relocation expenses for our crime victims, especially domestic violence victims. We will determine eligibility by visiting victim's financial expenses/obligations as well as exploring other resource assistance they have currently obtained due to their victimization. Victim will only be allowed to utilize one VOCA funding assistance from an agency.

These needs consist of (a) victim/witness counselors who will make contact with victims and become a liaison between our office, law enforcement, and community crime victim service providers. In 2016 Victim Witness counselors provided over 2,100 outreach services to victims of crimes and referred over 2,600 victims of crime to other agencies for assistance (b) 24-hour crisis hotline for sexual assault victims in Lanai and Hana. Last year, Child Family Services provided all crisis services to over 7,100 victims in the community including those calling into the hotline. However, CFS lacks personnel to provide in depth therapeutic services to sex assault victims in Hana and Lanai as reported by CFS and call-ins to Victim Witness Division. (c) 24-hour crisis hotline for domestic violence victims in Maui, Lanai and Hana. Women

Helping Women through its shelter and program for victims of family violence provided emergency housing for over 350 women and children last year (estimated 8,500 bed days) and received over 6,150 crisis and informational calls from the community through their crisis hotline. However, WHW lacks personnel in these area to provide in depth domestic violence counseling to domestic violent victims in areas such as Molokai and Hana as reported by community and call ins into WHW and Victim Witness Division. (d) Counseling and emotional support within the criminal justice system for victims and their families on all three islands. Last year Victim Witness Division in the Prosecutors Department served over 4,600 victims of crime with 1,700 cases being of sex assault and domestic violence victims. Services included registration of victims with VINELink, a victim notification program, assisting victims with Crime Victim Compensation application and other connections to crime victim assistance programs. A total of over 1,100 victims were assisted in filling out Crime Victim Compensation forms and over 600 victim/witnesses were provided court accompaniment.

All of these numbers are only estimates of a far greater incidence of violent crimes. To improve as well as expand services to persons requires increased resources beyond present staffing. The Victim/Witness Assistance Division of the Department of the Prosecuting Attorney provides services to over 4,500 persons annually, mostly victims of violent felonies such as children and women who are sexually assaulted or victims of intra-familial abuse, or homicide survivors. With the assistance of Child Family Services and Women Helping Women, Dept. of the Prosecuting Attorney Victim Witness Division are able to provide these crucial services. Unfortunately, in addition to many crimes being unreported, visitors visiting Maui also become victims of crime and leaves Maui to return home without adequate services. Our office has collaborated with Visitor Aloha Society of Hawaii (VASH) and the Maui Hotel & Lodging Association to offer our visitors services for when they return for their court hearings.

In addition to the services provided to our crime victims and their safety, many may have no knowledge regarding the responsible or post-conviction services. Victim will be linked with VINELink, a notification system that victims register and be notified of responsible's movement while incarcerated. Upon written request of the victim, Victim Witness counselor will continue to provide court hearing proceedings and accompany victim to any hearings such as minimum term hearing and parole hearings. Victim witness counselor could also be a liaison to the victim and the probation/parole officer for the safety of the victim.

Victims of crime experience a number of feelings after being attacked, including helplessness, trauma, self-blame, and depression. In addition to these reactions, they often do not have the knowledge of what to do next, or what community resources are available to assist them with their healing. The scope of the problem is county-wide that includes three islands, Maui, Lanai and Molokai including the remote rural areas of Hana. It touches upon every aspect of the criminal justice system from the incidence and reporting of the crime through prosecution, including networking with numerous agencies to aid in the process of recovery for the victim. The continuation of VOCA funding for the victim witness counselor positions as well as to Women Helping Women and Child Family Services will allow for the crime victim services to continue and the ability to provide a liaison between the victim and the community services needed for the healing/safety of the victim.

B. GOALS AND OBJECTIVES

1. Goals

- a. To improve County wide response to sexual assault by ensuring 24-hour access to comprehensive medical and forensic services for all victims of sexual assault in Molokai, Lanai and Maui.
- b. To provide 24-hour crisis services for domestic violence victims
- c. To improve the counseling of and general services to victims of sexual assault/sex trafficking, child abuse, domestic violence and homicide within the criminal justice system.
- d. To increase the advocacy services provided to victims of sexual assault, domestic violence, property crime in Lanai, Hana and Molokai.
- e. To increase and improve outreach and therapeutic services to sexual assault, sex trafficking, and domestic violence victims in Hana, Lanai and Molokai.
- f. To provide emergency housing and relocation expenses to crime victims
- g. To provide public presentation to identify underserved crime victims such as victims of sex trafficking, immigrant victims, geographically isolated areas, and those in the LGBTQQ (Lesbian, Gay, Bisexual, Transsexual, Queer, Questioning) Community.

2. Objectives

GOAL A

- a. Ensure that 100% of all victims of sex assault victims that call in to the 24-hour hotline are provided assistance
- b. Ensure that 100% of all victims of sexual assault who do not want their case reported be notified of the availability of sex assault services from agencies such as Child Family Services, specializing in sexual assault trauma.

GOAL B

- c. Ensure that 100% of all victims of domestic violence that call in hotline and/or request assistance are provided 24 hour crisis services through assistance of Women Helping Women as well as other agencies.

GOAL C

- d. Ensure that 100% of all victims of sexual assault/sex trafficking, child abuse, domestic violence and homicide within the criminal justice requesting assistance receive counseling and be provided with services through the victim witness division, Child Family Services, Women Helping Women and PACT.
- e. To counsel 500 victims of violent crimes within the Project period

GOAL D

- f. Ensure that 100% of all crime victims of sexual assault, domestic violence, property crime in Lanai, Hana and Molokai receive advocacy services.

#### GOAL E

- g. Ensure that 100% of all crime victims of sexual assault/sex trafficking and domestic violence in Lanai, Molokai and Hana be contacted and receive crisis hotline services, outreach, support groups, and therapeutic services.

#### GOAL F

- h. Ensure that crime victim's especially domestic violence victims with children and sex trafficking victims receive emergency housing and relocation services in a determined emergency situation.

#### GOAL G

- i. To increase number of outreach to underserved victims of crime through victim witness outreach by 50% from last year j
- j. Increase knowledge and skills of victim witness counselors and crime victim direct service providers by 50% from last year

### C. PROJECT ACTIVITIES

#### GOAL A

1. Provide a full-time victim advocate answering the 24-hour SA hotline through Child and Family Services
2. Provide four (4) full time victim witness counselors to address more in depth sexual assault cases and be liaison to sexual assault service providers such as Child Family Services.
3. Victim Witness Director and counselors will participate and attend all monthly Maui Sexual Assault Response Team (MSART) meeting to ensure all matters/procedures concerning sexual assault/sex trafficking victims concerns and issues are addressed with all participating agencies providing sexual assault services.
4. Victim Witness Counselors will contact SA victims who had a sex assault forensic exam but is not ready to report and provide/refer for SA services.

#### GOAL B

5. Provide a full-time victim advocate and two (2) part-time victim advocates answering the 24- hour DV Hotline through Women Helping Women for crisis intervention counseling and advocacy to victims of domestic violence at the shelter
6. Provide three (3) victim witness counselors to address domestic violence cases and be a liaison to Women Helping Women, PACT and other DV service providers.
7. Victim Witness Counselor will attend and participate monthly Maui Police Department Domestic Violence Core meetings to ensure all matters/procedures are addressed.

#### GOAL C

8. Victim Witness counselors will provide counseling to 500 victims of violent crimes within the project period
9. Victim Witness Counselors assigned to sex assault, child abuse, domestic violence, and homicide cases will ensure that victims are informed of their services.
10. Victim Witness Director and Counselor will attend monthly MSART interagency meetings to improve system response, communication and coordinate crime victim activities.

#### GOAL D

11. Victim Witness Counselors assigned to sex assault, domestic violence and property crime in Lanai, Hana, and Molokai will provide advocacy services to their victims.
12. Victim Witness Counselors will collaborate with agencies for the assistance of the victim, such agencies collaboration is with Visitors Association Society of Hawaii (VASH) in providing services for tourist victims.
13. Increase knowledge and skills of victim witness counselors and direct service providers that work with underserved areas through attending local and national training, specializing in trauma, domestic violence and sexual assault.

#### GOAL E

14. Victim Witness counselors will contact sexual assault/sex trafficking and domestic violence victims in Lanai, Molokai, and Hana through letter, email and/or phone contact to provide services.
15. All victims of sexual assault/sex trafficking and domestic violence in Lanai, Molokai and Hana who called in to the 24-hour DV/SA crisis hotline will be provided services through Child Family Services and Women Helping Women agencies.
16. Victim Witness Director and counselors will attend and collaborate with SA and DV agencies to bring awareness and refer victims for therapeutic services.

#### GOAL F

17. Victim witness counselor will meet with victims and assess their emergency situation and their safety.
18. Victim Witness counselor will go over victim's financial situation and determined if victim is incapable of providing emergency housing as well as relocation expenses and forward file to victim witness director for review and approval of emergency housing and/or relocation expenses.
19. Victim Witness counselor/Director will verify other housing/relocation services with other victims of crime agencies. Victim is allowed only one VOCA housing/relocation funding assistance.

#### GOAL G

17. Increase outreach to victims of crime by providing victim witness handbook at presentations or through request of crime victim direct providers or victim.
18. Victim Witness counselors and direct service providers will attend local and national training to learn the trends and understand on underserved



crime victims such as sex trafficking, immigrant victims, geographically isolated in areas like Hana, and those in the LGBTQ (Lesbian, Gay, Bisexual, transsexual, queer, questioning) community.

19. Victim Witness Director and counselor will provide an annual six (6) public presentations including on Lanai, Molokai, and Hana to identify crime victims especially victims of trafficking and underserved population.

#### D. CONDUIT FUNDING

VOCA funds received from the Attorney General's Office are used for salaries for Victim/Witness Counselors, an Office Operations Assistant, and operational expenses of the Victim/Witness Assistance Division. The Victim/Witness Counselors provide broad range of services to victims of domestic violence, sexual assault, child physical and sexual abuse, homicide and other violent and property crimes.

The Victim/Witness Assistance Division also subgrants to two agencies that provide services to victims of domestic violence and sexual assault. Women Helping Women provides a 24 hour crisis hotline for crisis intervention counseling and advocacy to victims of domestic violence. Child and Family Service provides counseling services to victims of sex assault on Maui and Molokai and also conducts support groups to adults molested as children on Molokai.

#### E. PROJECT ORGANIZATION AND MANAGEMENT

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

#### F. PERSONNEL

1. Victim advocate equivalent to 40 hours a week to provide 24-hour on call hired by Women Helping Women through purchase of services from the Department of the Prosecuting Attorney. VW Director will monitor and work closely with Women Helping Women to ensure proper victim services.
2. Clinical psychologist to provide therapy services to victims of sex assault on Maui, Molokai and Lanai. Victim advocate to provide 24-hour on call hired by Child Family Services through purchase of services from the Department of the Prosecuting Attorney. These positions are from Child and Family Service. VW Director will monitor and work closely with CFS to ensure proper victim services.
3. Victim/Witness Counselors hired by the Department of the Prosecuting Attorney, County of Maui. Permanent Civil Service.

4. Victim Witness will recruit volunteers interested in assisting victims of crime through the social work department of the University of Hawaii Maui campus as well as through public presentations. Maui County has a volunteer application form that will utilized for the hiring and tracking of all volunteers.

G. BRIEF PERSONNEL BIOGRAPHIES

SR-20-C Victim/Witness Counselor (to be hired)  
SR-20-C Victim/Witness Counselor  
SR-20-C Victim/Witness Counselor  
SR-21-C Victim/Witness Counselors

H. PARTICIPATING AGENCIES

Grantee: Dept. of the Prosecuting Attorney, County of Maui

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

I. PERFORMANCE INDICATORS/OUTCOME MEASURES

1. Women Helping Women will evaluate its services by:
  - the number of victims provided crisis intervention services and advocacy in Lanai, Molokai and Hana
  - 100% of DV victims requesting services through hotline are served
  - information provided in the Subgrant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY 16 grant period.

This evaluation will be reported to the Project Director according to the VOCA reporting periods.

2. Child and Family Service will evaluate its services by:
  - the number of victims provided services to in Hana and Lanai
  - 100% of SA victims requesting services though hotline are served
  - information provided in the Subgrant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY 16 grant period.

This evaluation will be reported to the Project Director according to the VOCA reporting periods.

3. Victim/Witness Assistance Division Counselors will evaluate its services by:
- the number of victims served in Hana, Molokai and Lanai regions during project period
  - an additional 500 victims served from geographically isolated communities of Hana, Lanai and Molokai related to domestic violence, sex assault/sex trafficking and property crime.
  - the amount of attendance by crime related service providers in the trainings provided in Hana, Lanai and Molokai
  - six (6) sex assault/sex trafficking and crime victim trainings in Hana, Lanai and Molokai
  - input from deputy prosecutors
  - number of in-service training provided by attendees of local and national crime victim training
  - summary of formal/informal feedback from victims/service providers
  - number of trainings attended throughout project period
  - information provided in the Subgrant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY 16 grant period

#### J. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM AND SUSTAINABILITY PLAN

VOCA funds allows our office to provide victim services to three islands, Maui, Lanai and Molokai. It permits us to expand resources to underserved communities and reach remote areas such as Hana in providing services. Through VOCA funds, victims/witnesses of crime are able to attend and participate in minimum term hearings as well as to speak at sentencing. Without the assistance of VOCA funds many victims and witnesses on the other two islands as well as the remote area of Hana would not be able to participate in the criminal justice system.

## **JAYNA H GUILLERMO**

PO BOX 1853  
MAKAWAO, HI 96768  
Phone: (808) 264-7495  
Alt Phone: (808) 572-0865

### **Objective**

To obtain full time employment and offer support services that focuses on public safety within our Maui community.

### **Ability Summary**

Ability to work well independently or on a team with minimal to no supervision, able to operate most office equipment and follow instructions well from supervisors.

### **Employment History**

#### **Counselors, All Other**

03/2017 - Current

Dept. Of The Prosecuting Atty.  
Victim/Witness Asst.

2103 Wells St., Wailuku, HI

Interview victims and witnesses of property and violent crimes to determine their immediate and long term needs in the psychological, financial, medical or other biopsychosocial areas. Responsibilities also include providing crisis and support counseling to victims and their families, make referrals and utilize governmental or community agencies for support services, provide general information and education about the criminal justice system and court proceedings, assist the deputy prosecutors in preparing victims/witnesses for court testimony and trial, attend court hearings and inform victims of case status, prepare correspondence and record keeping for assigned cases, advise victims regarding financial compensation via restitution and the Crime Victim Compensation Commission, attend staff meetings and trainings, assist other counselors with their cases as needed, any other duties assigned by the Director and Prosecuting Attorneys.

#### **Public Safety Aide**

01/2016 - 03/2017

Maui Police Department

2201 Piilani Hwy., Kihei, HI

Support the Police Department in performing various clerical, para-professional and other service tasks which includes the processing of prisoners by fingerprinting, photographing (mugshots), taking inventory and releasing prisoner property securely as needed and completing pertinent arrest forms; maintain logs regarding subpoenas, penal summons, court notices, daily patrol officers attendance and in-coming visitors/vendors; prepare and distribute accordingly both inter-departmental and intra-departmental mail; input officer's citations into the department's iLeads computer program; review police reports and records in accordance to department policies and procedures; assist the public and answer the phones to provide general information and receive complaints; monitor the dispatch radio for active on-going situations and crimes in progress; communicate effectively with dispatch personnel and officers regarding active case assignments; monitor security cameras; conduct inventories of office supplies; attend classes and trainings as needed to remain up-to-date with departmental rules, regulations and procedures; perform any other duties as required.

#### **Counselors, All Other**

12/2013 - 06/2015

Dept. Of The Prosecuting Atty.  
Victim/Witness Asst. Div.

2103 Wells St, Wailuku, HI

Interview victims and witnesses of property and violent crimes to determine their immediate and long term needs in the psychological, financial, medical or other biopsychosocial areas. Responsibilities also include providing crisis and support counseling to victims and their families, make referrals and utilize governmental or community agencies for support services, provide general information and education about the criminal justice system and court proceedings, assist the deputy prosecutors in preparing victims/witnesses for court testimony and trial, attend court hearings and inform victims of case status, prepare correspondence and record keeping for assigned cases, advise victims regarding financial compensation via restitution and the Crime Victim Compensation Commission, attend staff meetings and

## JAYNA GUILLERMO

trainings, assist other counselors with their cases as needed, any other duties assigned by the Director and Prosecuting Attorneys.

### Cashier/Customer Service

09/2011 - 12/2013

Longs Drugs

55 Kiopaa Pl, Makawao, HI

Assist customers with purchases, operate the cash register independently and accurately that includes cash and debit/credit card transactions, assist bookkeepers with daily cash balances and deposits, assist other cashiers with replenishing their registers with money as needed, assist the store manager and assistant manager with store signage and product labels, update product prices, assist department managers with store inventory, train new employees on the cash register, answer phone calls and route to the appropriate departments, maintain a clean work space at designated cash register, attend staff meetings, any other duties assigned by managers.

### Retail Salesperson

06/2009 - 07/2012

Sanrio

275 W. Kaahumanu Av., Kahului, HI

Assist customers with purchases, operate the cash register independently and accurately that includes cash and debit/credit card transactions, stock store merchandise, create store displays, answer phone calls and provide assistance to callers, maintain a clean work space- dust; sweep; mop; empty trash cans; any other duties assigned by managers.

### File Clerks

08/2010 - 09/2011

Krueger Wong Trial Lawyers

2065 Main St # 102, Wailuku, HI

Maintain client files via alphabetical/numerical filing system, prepare medical binders for staff attorneys and experts, file pertinent court documents with the courts as needed, retrieve and deliver incoming/outgoing office mail, assist staff with errands, attend staff meetings, any other duties assigned by supervisor.

### Probation Officer

03/2008 - 01/2010

STATE: JUDICIARY-ADULT CLIENT  
SVCS

140 Hoohana St., Suite 103, Kahului, HI

Supervise adult offenders that have been convicted of felony and/or misdemeanor offenses, maintain proper documentation/case notes on offenders, participate in court proceedings, execute and enforce court judgments and all pertinent legal documents, prepare reports for the courts, create and present case plans according to client needs, conduct and participate in field visits to monitor clients, community networking with governmental and non-profit agencies, participate in staff meetings/trainings, any other duties assigned by supervisor.

### Match Support Specialist

12/2006 - 01/2008

Big Brothers Big Sisters (BBBS)

200 Waimaluhia Lane, Wailuku, HI

Interview and screen potential volunteers and children for BBBS programs, maintain proper documentation/case notes on clients in BBBS programs, participate in agency and community functions, attend staff trainings and staff meetings, community networking with governmental and non-profit agencies, assist with clothing & household donations from the public, any other duties assigned by supervisor.

### Enrollment and Match Support Specialist

10/2005 - 12/2006

Big Brothers Big Sisters (BBBS)

200 Waimaluhia Lane, Wailuku, HI

Interview and screen potential volunteers and children for BBBS programs, maintain proper documentation/case notes

## JAYNA GUILLERMO

on clients in BBBS programs, participate in agency and community functions, attend staff trainings and staff meetings, community networking with governmental and non-profit agencies, supervise BBBS after school programs, assist with clothing & household donations from the public, any other duties assigned by supervisor.

### Shelter Advocate

03/2004 - 10/2005

Women Helping Women

1935 Main St # 202, Wailuku, HI

Provide domestic violence (DV) support services and advocacy to women and their children residing at WHW shelter, mediate situations between residents at the shelter when necessary, answer and respond to DV hotline telephone calls, update case managers and day staff with necessary information from the night shift, participate with client case reviews and staff meetings and staff trainings, report all suspected child abuse/neglect to appropriate agency, collect and record statistical data pertinent to residents and the shelter, any other duties assigned by supervisor.

### Education and Training

Completion Date	Issuing Institution	Location	Degree Received	Course of Study
	MAUI CC	HI	3 Years of College or a Technical or Vocational School	Liberal Arts
Attended UHMCC sporadically between 1994 - 2007. No degree obtained.				
06/2007	UNIV OF PHOENIX AT MAUI	HI	Bachelor's Degree	BS - Human Services
Attended UOP (Maui Campus) from 07/00 - 05/03. Upon completion of undergraduate credits at UHMCC, my Bachelor of Science in Human Services was obtained on 09/13/07 from UOP.				
06/1992	MAUI HS	HI	High School Diploma	GEN
High school diploma obtained 06/92.				

### Honors & Activities

No honors to note at this time. Past involvement with community activities for work related purposes that includes:  
Big Brothers Big Sisters Annual Bowl For Kids Sake Event  
Big Brothers Big Sisters Gingerbread House Event  
Big Brothers Big Sisters Volunteer Appreciation Event  
Domestic Violence Awareness for Women Helping Women and Prosecuting Attorney's Office Victim/Witness Assistance Division  
Sexual Assault Awareness for the Prosecuting Attorney's Office Victim/Witness Assistance Division  
Troy Barboza Law Enforcement Torch Run  
Annual Law Enforcement and Fire Regatta

### Additional Information

N/A

### References Available on Request

**CINDY LEE**  
297 Maka Hou Loop  
Wailuku, HI 96793  
Home Phone (808)873-8731.

## **EDUCATION**

University of Tennessee, Knoxville, TN  
BA, Psychology, Minor: Business Administration, 1982  
GPA: 3.68. Graduated "With High Honors"

## **WORK EXPERIENCE**

**Maui County Department Of The Prosecuting Attorney**  
**Victim/Witness Counselor, 2004 - Present**

- Act as liaison between victims and/or witness and the criminal justice system agencies.
- Advise victims and/or witnesses of their rights and services available through the State Criminal Injuries Compensation Commission and other criminal justice system agencies.
- Provide criminal justice system information, case information, and referrals to social service agencies
- Assist in the return of property to victims.
- Assist Deputy Prosecutor Attorneys in preparing victims and/or witnesses for trial.
- Accompany victim and/or witnesses to court.
- Provide victims and/or witnesses with information and education as well as educational outreach to the community.
- Provide crisis counseling, emotional support, and safety planning for victims and/or witnesses.
- Provide emergency financial assistance for food, shelter, transportation, etc.
- Prepare case records, reports, and other documents.
- Attend civil/criminal case conferences with multi-disciplinary team at the Children's Advocacy Center.

**Child Advocacy Center of the Ninth Judicial District, Lenoir City, TN 37771**  
**Victim Advocate, 2002-2003**

- Provided crisis intervention for victims and families referred to the CAC.
- Coordinated scheduling of interviews for victims of child physical and/or sexual abuse and provided support for victims and families throughout the criminal investigations and prosecutions.
- Served as liaison between victims' families and the multi-disciplinary team members.
- Provided court preparation for victims and court accompaniment for victims and families in conjunction with the witness coordinators of the Office of the Attorney General of the Ninth Judicial District.
- Participated in the coordination of client services with other agencies including participation in the Child Protective Investigative Team.
- Coordinated referrals for additional services such as medical or counseling, provided accompaniment and support for forensic medical exams, and assisted in preparing victim

compensation applications.

**Sexual Assault Crisis Center, P.O. Box 11523, Knoxville, TN 37939**

**Victim Advocate, 1999 - 2002**

Provided Hospital/Safe Center accompaniment and crisis intervention for rape/sex abuse survivors and their families.

24 hour Crisis Line support for anyone affected by sexual violence.

Criminal Justice System advocacy including accompaniment to law enforcement interviews and court appearances, checking criminal court dockets, tracking cases throughout prosecution, maintaining liaison with district attorney's offices, police, and sheriff's departments.

Primary prevention services for the general public, parents, children and professionals through education in recognizing, identifying, reporting and preventing child sexual abuse.

SKILLS Child Abuse Prevention teacher for first, third, and fifth grade Knox County School children.

Provided date and acquaintance rape prevention programs for adolescents and adults.

Provided rape awareness/victim issues training for area law enforcement personnel

Provided Rape Aggression Defense (RAD) self defense instruction.

**University of Tennessee, Knoxville, TN**

**Payroll Assistant, 1982 - 1999**

Responsible for University-wide payroll deductions, garnishments, IRS levies, bankruptcy, child support, Longevity and Summer School Payrolls, and Death Benefits

## **VOLUNTEER WORK HISTORY**

**Sexual Assault Crisis Center, P.O. Box 11523, Knoxville, TN 37939**

**Direct Service Volunteer, 1992 - 1999**

Crisis Line Counselor for 24 hour crisis line.

Woman Source - a day long creative expressions workshop held once a month for survivors of child sexual abuse.

Evening of Sharing - an annual dramatic presentation and celebration of healing for clients who choose to share their experience and growth in a public forum.

Child/Adolescent Support Group - a weekly support group for child survivors (ages 5 to 16 years old) of sexual abuse.

Community Service Projects - Mask Quilt Project for victims of violence in Knox County and the Women of Color Project, a series of six workshops conducted over a two-year period for the purpose of creating a dialogue and common bond among culturally diverse groups of women within the community.

## **AWARDS AND RECOGNITIONS**

July 1996 Alive At Five Volunteer of the Week

December 1997 Toyota of Knoxville and WEST 105 Community Achievement Award

May 1999 JC Penney Golden Rule Award finalist for Outstanding Volunteerism

## **REFERENCES**

available upon request



## MISTY KANANI CORDERO NAKOA

413 S. Mokapu Street

Kahului, Maui, HI 96732

(808) 757-1500

mistynakoa@gmail.com

### Summary

To apply over 20 years of professional experience as a Supervisor and a Social Worker/Juvenile Probation Officer, working with a high risk population of families and juveniles, while providing counseling, agency referrals, customer service, guidance, and direction regarding Court & Court-related appointments/requirements.

### Core Qualifications

- Customer Service & Relations.
- Ability to De-escalate situations.
- Team leadership.
- Detail-oriented with editing & correcting reports.
- Able to maintain composure in tense situations.
- Counseling.
- Extensive Professional Report Writing for Court.
- Communication skills with diverse population via direct or phone contact.
- Computer literate.
- 15 years of Supervisory Experience.

### Experience

*Maui County Prosecuting Attorney's Office/Victim Witness Div. March 2017 to Current*

#### *Victim Witness Counselor*

*Wailuku, Maui, HI*

- Work closely with victims of serious crimes.
- Counsel families and witnesses.
- Advocate and guide families and witnesses through Court process.
- Work with Prosecuting Attorneys and assist in cases.
- Utilize customer service skills with walk-ins.

- Answer phones and utilize office equipment such as the computer, typewriter, fax machine, Xerox machine, and copier.
- Knowledge of Maui County resources/make referrals for clients.
- Maintain professionalism in regards to attire as well as conduct towards clients and coworkers.
- Work as a team with other co-workers in order to create a cohesive unit as well as smooth operation of the department.
- Detail-oriented when editing reports.

*The Judiciary/Juvenile Client & Family Services Branch*

*2001 to September 2016*

*Crisis/Intake Section Supervisor*

*Wailuku, Maui, HI*

- Supervise 6 Social Workers/Juvenile Probation Officers.
- Ensure unit is adhering to Judicial Policies and Rules.
- Ensure all reports are accurate by editing or omitting incorrect information.
- Ensure report deadlines by PO's are met.
- Hold monthly meetings to communicate updates/changes regarding juvenile laws.
- Cover appointments for PO's and meet with juveniles and families to divert cases from the Court system.
- De-escalate violent/tense meetings or situations.
- Complete lengthy social history reports for Court and edit them appropriately.
- Schedule weekly on-call assignment for PO's and assist them with complex situations regarding juvenile arrests.
- Utilize customer service skills with youth and families as well as with all parties involved in cases including attorneys, public defender, judge, etc.
- Required to have knowledge of computer programs, phone, Xerox and fax machine, phone, etc.
- Correct and Edit reports submitted by unit workers to ensure standard is up to par for Court's review.
- Extensive knowledge of Court system as well as both Juvenile and Adult criminal laws.

*The Judiciary/Juvenile Client & Family Services Branch*

*September 1996 to 2001*

*Crisis/Intake Section Social Worker/Probation Officer I-IV*

*Wailuku, Maui, HI*

- Remain on call once a month to receive arrest calls from the Maui Police Department and dispose of juvenile arrests.

- Meet/Counsel Juveniles/families to divert cases from going to Court.
- De-escalate violent/tense meetings or situations.
- Complete lengthy social history reports for Court and edit appropriately.
- Work in a team setting to ensure smooth operation of unit.
- Attend trainings as necessary.
- Work closely with Prosecuting Attorney's office, Public Defender's office and private attorneys to assist in juvenile cases.
- Utilize customer service skills with youth and families as well as with all parties involved in cases including attorneys, public defender, judge, etc.
- Required to have knowledge of computer programs, phone, Xerox and fax machine, phone, etc.
- Learn and retain ongoing knowledge of Court system as well as both Juvenile and Adult criminal laws.

### **Education and Training**

*University of Hawaii at Hilo – 200 W. Kawili Street, Hilo, HI 96720      Aug 1989 - May 1993*

Bachelor of Arts: Sociology

Certificate: Hawaiian Studies

*Kamehameha Schools, Kapalama Campus – 1887 Makuakane Street, Honolulu, HI 96817*

*Aug 1983 – May 1989*

High School Diploma: General Studies

**Halakilangi Frank Muagututia**  
**64 Kealaloa Ave.**  
**Makawao, Hawaii 96768**  
**562-418-3030 / 925-366-6852**  
**hmuagututia@yahoo.com**

## **WORK EXPERIENCE**

**10/2016 to Present**  
**Victim Witness Counselor**

**Department of the Prosecuting Attorney**  
**Wailuku, Maui**

- Provide individual and group crisis and short-term counseling
- Primary focus is assisting in cases of serious violent crimes including homicide, sexual assaults, offenses involving child victims, abuse of household members and robbery & physical assaults
- Provide referrals for financial assistance and social services
- Counsel and provide case information and notification
- Interview and assess the individual needs of each individual or group in preparation for court testimony
- Meet with individual victim or group of victims and provide court accompaniment and support
- Counsel victims and explain judicial system
- Prepare victim impact statement, reports and other documents
- Actively participate in counseling meetings and advocate for victim rights

**07/2015 to present**  
**Special Education Teacher**

**King Kekaulike High School, Makawao, Maui**

- Teach students in a smaller classroom setting who need additional support
- Provide individual and group counseling
- Provide crisis intervention to students and families
- Development individualized programs to further their education
- Interview and assess the individual needs of each student to determine goals and long term assistance
- Ensure student and school goals are met or exceeded
- Counsel students regarding classroom work environment, individual academic, personal needs such as psychological and social needs
- Meet with parents/family to help student achieve goals as well as make referrals to appropriate government or community agencies for support services.
- Prepare student case records, reports and other documents
- Provide criminal justice system information and education to students/families and referral to social agencies
- Create catered lesson plans for students
- Incorporate organization and life skills into all daily activities
- Served as liaison between families and multi-disciplinary team members
- Actively participate in counseling meetings with parents, teachers and administration
- Evaluate and continue to improve programs to grow with students as the year progresses

**08/2009 to 07/2015**

**Special Education Assistant Teacher, Physical Education Instructor**  
**Special Teams & Recruiting Coordinator**

**Chabot College**  
**Concord & Hayward, California**

- Teach Physical Education course to students
- Assist students in a classroom setting who need additional support
- Provide individual and group counseling to students
- Provide crisis intervention to students and make referrals to appropriate community agencies for support services
- Development individualized programs to further their education
- Interview and assess the individual needs of each student to determine goals and long term assistance
- Ensure student and school goals are met or exceeded
- Assist in implementing school assignments and projects
- Coordinate scheduling of student classes and extracurricular activities
- Counsel students regarding classroom work environment, individual academic, personal needs such as psychological and social needs

- Prepare student case records, reports and other documents
- Provide criminal justice system information and education to students and referral to social agencies
- Create catered lesson plans for students
- Incorporate organization and life skills into all daily activities
- Served as liaison between families and multi-disciplinary team members
- Actively participate in counseling meetings with parents, teachers and administration
- Evaluate and continue to improve programs to grow with students as the year progresses
- Evaluate and prepare Special Teams and Defensive scouting report to school administration
- Evaluate, prepare reports Defensive Line and Special Teams
- Supervise students during school and team practices

## **VOLUNTEER**

**02/2008 – 12/2012**  
**Young Men Presidency**

**Church of Jesus Christ of Latter Day Saints**

- Teach students gospel doctrines
- Supervise youth church activities
- Coordinate community service activities
- Provide crisis counseling to youth and their families
- Assist young men ages 12-17 with mediation and problem solving techniques to resolve conflict issues
- Facilitate group activities that is age appropriate to youth learning
- Refer youth to appropriate government or community agencies for support services
- Scout Master-- help young men achieve their Eagle Scout ranks by facilitating scout projects and coordinating scout activities

**06/2012 – current**  
**Coordinator/Counselor**

**Polynesian Triangle Foundation**

- Team building with all youth ages to have a positive outlook on life
- Promoting constructive team setting that allows youth to learn in a healthy environment
- Coordinate educational opportunities
- Supervise over 20 -30 youth during activities
- Coordinate community service activities to assist the needy
- Facilitate athletic activities to help build self-esteem of the youth
- Interview and plan programs to further educational goals
- Provide individual and group counseling
- Provide crisis intervention to students and their families
- Provide youth with criminal justice information and education and refer to social agencies
- Counsel students regarding life situations, classroom work, and personal needs such as psychological and social needs

**07/2011 – current**  
**Defensive Back Coach**

**Troy Polamalu Football Camp**

- Prepare and provide students with correct defensive training
- Maintain workouts and work together with teammates and coaches
- Follow instructions and directions from Troy Polamalu regarding program
- Supervise students during team practices as well as traveling internationally to American Samoa
- Coordinate scheduling of student activities
- Provide and direct individual student counseling
- Facilitate group counseling to students regarding individual choices and their consequences
- Provide crisis counseling and intervention with students
- Counsel students regarding their negative surroundings and personal needs such as psychological and social needs
- Serve as liaison between families and Troy Polamalu/administration
- Prepare student reports and documents to administration for possible college placement
- Participate and facilitate cultural group settings to help students embrace their culture
- Facilitate athletic activities to help build self-esteem of the students
- Interview and plan student educational and personal goals

## EDUCATION

- University of Texas El Paso, El Paso, TX
  - University of Texas El Paso, El Paso, TX
  - Mt. San Antonio Jr College, Walnut, CA
  - Paramount High School, Paramount, CA
- Masters of Leadership Studies 2009  
Bachelors Multidisciplinary Studies 2007  
Associates Degree 1995  
High School Diploma 1993

## HONORS

- Eagle Scout
- 1<sup>st</sup> Team All WAC
- UTEP MOST VALUABLE PLAYER 1997
- 1<sup>ST</sup> TEAM ALL MISSION CONFERENCE

## REFERENCES

- Lance Anderson – Stanford University, Assistant Football Coach & Recruiting  
Department of Athletics, Stanford University, Arrillaga Family Sports Center  
641 East Campus Drive, Stanford, CA 94305-6150  
Cell 650-521-1951 & Work 650-723-0896  
[lancea@stanford.edu](mailto:lancea@stanford.edu)
- Osia Lewis – Vanderbilt University, Head Football Coach  
Vanderbilt Athletics, 2601 Jess Neely Drive, Nashville, TN 37212  
Work 615-322-3565  
[osia.lewis@vanderbilt.edu](mailto:osia.lewis@vanderbilt.edu)
- Nate Poss – University of Texas at El Paso, Head Football Coach  
Larry K. Durham Center – Football Offices, 500 West University Ave., El Paso, TX 79968  
Office 915 747-5224  
[nate.poss@utep.edu](mailto:nate.poss@utep.edu)
- Ana Makoni – Victim Witness Division Director  
Department of Prosecuting Attorney  
150 So. High Street  
Wailuku, HI 96793  
808-270-7695  
[Ana.makoni@mauicounty.gov](mailto:Ana.makoni@mauicounty.gov)

### **III. BUDGET**

**BUDGET DETAIL:**

COST ELEMENT						AMOUNT
<b>A. Salaries and Wages</b>						
Position Title	Time Period	No. of Positions	Monthly rate	No. of Months	Subtotal	Subtotal
Counselor I: M.Nakoa	7/1/18 - 3/15/19	1	4,079	8.5	\$ 34,672	
	3/16/19 - 6/30/19	1	4,243	3.5	\$ 14,851	
Counselor I: J.Guillermo	7/1/18 - 3/31/19	1	4,079	9	\$ 36,711	
	4/1/19 - 6/30/19	1	4,243	3	\$ 12,729	
Counselor I: Vacant	7/1/18 - 6/30/19	1	4,079	12	\$ 48,948	
Counselor II: C.Lee	7/1/18 - 2/15/19	1	5,373	7.5	\$ 40,298	
	2/16/19 - 6/30/19	1	5,587	4.5	\$ 25,142	
Counselor I: H.Muatia	7/1/18 - 10/15/18	1	4,079	3.5	\$ 14,277	
	10/16/18 - 6/30/19	1	4,243	8.5	\$ 36,066	
OOAII: Vacant	7/1/18 - 12/31/18	1	2,588	6	\$ 15,528	
	1/1/19 - 6/30/19		2,722	6	\$ 16,332	
						\$ 295,554
<b>Matching Funds</b>						
Position Title	Time Period	No. of Positions	Monthly rate	No. of Months	Subtotal	Subtotal
Counselor II: C.Moniz	7/1/18 - 4/30/19	1	5,167	9	\$ 46,503	
	5/1/19 - 6/30/19	1	5,373	2	\$ 10,746	
Secretary: J.Mochizuki	7/1/18 - 12/31/18	1	4,504	6	\$ 25,824	
	1/1/19 - 6/30/19	1	4,558	6	\$ 26,148	
Director: A.Malafu	10/1/18 - 05/30/19	1	6,591	7	\$ 46,137	
<b>Total Match Available: 155358</b>						155,358.00
<b>Required Match: 155,355</b>						155,355.00
<b>Total Salaries and Wages (Grant and Match)</b>						450,909.00
COST ELEMENT						AMOUNT
<b>B. Fringe Benefits</b>						
Position Title	Time Period	No. of Positions	Monthly rate	No. of Months	Subtotal	Subtotal
<b>Employee Benefits @ 66.22%</b>						
Counselor I: M.Nakoa	7/1/18 - 3/15/19	1	2,701	8.5	\$ 22,959	
	3/16/19 - 6/30/19	1	2,810	3.5	\$ 9,835	
Counselor I: J.Guillermo	7/1/18 - 3/31/19	1	2,701	9	\$ 24,309	
	4/1/19 - 6/30/19	1	2,810	3	\$ 8,430	



Counselor I: Vacant	7/1/18 - 6/30/19	1	2,701	12	\$	32,412	
Counselor II: C.Lee	7/1/18 - 2/15/19	1	3,558	7.5	\$	26,685	
	2/16/19 - 6/30/19	1	3,700	4.5	\$	16,650	
Counselor I: H.Muatia	7/1/18 - 10/15/18	1	2,701	3.5	\$	9,454	
	10/16/18 - 6/30/19	1	2,810	8.5	\$	23,885	
OOAII: Vacant	7/1/18 - 12/31/18	1	1,714	6	\$	10,284	
	1/1/19 - 6/30/19	1	1,803	6	\$	10,818	

**Total Fringe Benefits** 195,721

**COST ELEMENT** **AMOUNT**

**C. Consultants/Contracts**

Scope of Consultant/Contract	Time Period	Estimated Cost	Length of Consultant/Contract Services	Selected As Appropriate	Subtotal
Child & Family Services	7/1/2018			Contract	35,000.00
	6/30/2019		12	Consultant	
				Contract	
				Consultant	
Women Helping Women	7/1/2018			Contract	35,000.00
	6/30/2019		12	Consultant	
				Contract	
				Consultant	
				Contract	
				Consultant	
<b>Total Consultants/Contracts</b>					70,000.00

**COST ELEMENT** **AMOUNT**

**D. Transportation and Subsistence**

Itemize for mainland/interisland airfare, ground transportation, rental car,	Unit Cost	No. of Travelers as Applicable	No. of Days	Subtotal	Subtotal
Air transportation: victim interview accomp	185		10	1,850	
Air transportation: Molokai, Lanai	200		3	1,600	
Training Conference: Intra-state (air transp)	185	12	1	2,220	
Training Conference: Out of State (air transp)	900	8		7,200	
Per Diem: Intra State (victim interviews)	20		10	200	
Per Diem: Intra State	90		12	1,080	
Per Diem: Out of State	145		32	4,640	
Add' Per Diem (Excess lodging, parking, bag fee)	4000	1	1	4,000	
<b>Total Transportation and Subsistence</b>					22,790

**COST ELEMENT** **AMOUNT**

**E. Office Supplies**

Itemize for supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal	Subtotal
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Materials and supplies					3,000	
Printing of business cards and mailing labels					500	
Printing of victim witness handbook					3,000	
<b>Total Office Supplies</b>						6,500.00

COST ELEMENT					AMOUNT
F. Equipment					
Specify equipment that will be purchased, leased or rented		Quantity	Cost by Unit	Subtotal	Subtotal
Cell phone		5	600	1,200	
Cell phone data plan (12 months x \$60)		7	60	5040	
Ipad data plan (12 months x \$55)		5	55	3,300	
Computer monitor		2	450	900	
Chair		1	500	500	
Maintenance & service of computer/phones/Ipad				500	
Total Equipment					11,440.00

COST ELEMENT					AMOUNT
G. Other Costs					
		Quantity	Cost by Unit	Subtotal	Subtotal
Conference/Training registration fees				5,000	
Crime Victim Membership dues				610	
Forensic Exams for Sex Assault		3	600	1,800	
Emergency Fund/Special Needs				4,005	
Relocation/Housing Support				8,000	
Administration Cost				1,000	
Total Other Costs					20,415
TOTAL PROJECT COSTS					777,775.00

Federal	622,420.00
Match	155,355.00
<b>Total</b>	<b>777,775.00</b>

## **BUDGET EXPLANATION:**

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

Five full-time Victim/Witness counselors and an Office Operations Assistant is paid at entry level months during FY 2018 - 2019. Secretary, JoLynne Mochizuki, Victim/Witness Counselor, Celia Moniz's annual salary will be required for match FY 2018-2019. VW Director, Ana Malafu's 7 month salary totals \$46,137 will also go towards the match. Amount will exceed the required match of \$155,355 with a difference of \$3. Total available match is \$155,358. Total required match is \$155,355.

### **B. Fringe Benefits**

The composite fringe benefit rate is at 66.22% for Victim/Witness Counselor II, Victim/Witness Counselor I, Office Operations Assistant II (list positions). The rate consists of the following fringe benefit items and computed rates:

#### **Fiscal Year 2018-2019**

Counselor I, M. Nakoa		
7/1/18-3/15/19	\$2,701 8.5 months	\$22,959
3/16/19-6/30/19	\$2,810 3.5 months	\$9,835
Counselor I, J. Guillermo		
7/1/18-3/31/19	\$2,701 9 months	\$24,309
4/1/19-6/30/19	\$2,810 3 months	\$8,430
Counselor I, H. Muagututia		
7/1/18-10/15/18	\$2,701 3.5 months	\$9,454
10/16/18-6/30/19	\$2,810 8.5 months	\$23,885
Counselor I, Vacant	\$2,702 12 months	\$32,412
Counselor II, C. Lee		
7/1/18-2/15/19	\$3,558 7.5 months	\$26,685
2/16/19-6/30/19	\$3,700 4.5 months	\$16,650
OOAII: Vacant		
7/1/18-12/31/18	\$1,714 6 months	\$10,284
1/1/19-6/30/19	\$1,803 6 months	\$10,818
<b>Total Fringe Benefits</b>		<b>\$195,721</b>

### **C. Consultants/Contracts**

Women Helping Women is subgranted for \$35,000 FY 2016-2018. This amount will pay a portion of the salaries for a full-time advocate and 2 part-time advocates for the domestic violence hotline. This will cover Maui County including Molokai, Lanai and Hana.

Child and Family Service is subgranted for \$35,000 FY 2016-2018. CFS to provide onsite services in Molokai regarding response and treatment services to victims of sexual assault. These include counseling services and facilitating survivor groups. This will cover Maui County including Lanai and Hana.

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

##### **- Victim Interviews and Victim Accompaniment**

The County of Maui includes three islands and remote areas. Counselors also accompany victims and their immediate family members to attend minimum term hearings held on Oahu. Ten (10) trips = \$1,850, per diem for 10 days = \$200. An additional traveling expense will include the islands of Moloka'i and Lanai for eight (8) trips = \$1,600. There are also cases when victims move to other islands outside of Maui County.

##### **- Training Conferences**

Counselors' and advocates in attendance at training conferences provides opportunities to enhance their skills in working with crime victims. A sex assault/domestic violence team consisting of a Prosecutor (1) and Maui Police (1) officer will accompany (2) victim advocates to the End Violence Against Women International (EVAWI) conference and be trained to understand victim-centered practices when helping to identify and assist with sex trafficking/sex assault/child abuse victims. Two (2) sex assault/domestic violence victim/witness counselors will attend the American Professional Society on the Abuse of Children (APSAC) national training to be more victim centered in assisting child sex assault and DV victims. Two (2) victim/witness counselors will attend the National Organization for Victim Assistance (NOVA) conference to learn about current trends and issues of victimization.

#### **Interisland Travel**

Travel:	\$185 (RT)
Per Diem:	\$90
TOTAL :	\$275

12 travelers per intra-state local training @ \$185 = \$2,220

12 days @ \$90 per diem intra-state = \$1,080

\$3,450 for 18 inter-island travelers

10 days @ \$185 victim accompaniment = \$1,850

8 days @ \$200 Lanai/Molokai victims = \$1,600

10 days @ \$20 per diem intra-state victim accompaniment = \$200

#### **Out of State**

Travel:	\$900 (RT)
Per Diem:	\$145
TOTAL:	\$1,045

8 travelers, 1 national training (EVAWI, APSAC, NOVA, Etc.) @ \$900 = \$7,200  
32 days @ \$145 per diem out of state = \$4,640

Additional per diem for excess lodging, ground transportation, parking, baggage fees \$4,000

-Trainings for service providers.

#### E. Office Supplies

\$6,500 will fund materials and supplies include office supplies necessary to carry on the day to day operations such as writing tablets, pens, copier supplies, etc. (\$2,105) Brochures, business cards, envelopes, mailing of handbooks and mailing labels will be printed as needed (\$500). Of the total amount, \$3,895 will be used for reprinting of the 1,000 Victim Witness handbook in English.

#### F. Equipment

Two (2) cell phone @ \$600 each = \$1200. Seven (7) cell phone data plan @ \$55 each for 12 months = \$4,620. 5 iPad data plan @ \$45 for 12 months = \$2,700. Phone and iPads for the usage of the victim witness counselors to readily assist victims with Crime Victim Compensation Commission (CVCC) registration, victim notification VINE Link registration and other community services/referrals and also to be accessible to sex assault/DV victims/service providers and MPD during afterhours. Two (2) computer monitors @ \$400 each = \$800. Monitor is to assist VW director and secretary with day to day operations.

Our computers, cell phone, iPad and printers/copier need to be replaced, serviced and maintained from time to time.

#### G. Other Costs

\$600 is allotted to cover the cost of (3) completed forensic exams that are forwarded to the Victim Witness Unit when victims choose not to contact the police department and request a "non-reported" exam. VOCA funds are utilized when funding is unavailable through the victim service agency.

Annual membership in national and local victim service organizations such as The National Organization for Victims Assistance (\$500) and the American Professional Society on the Abuse of Children (\$110) entitles the VWAD to publications that are on the cutting edge of victim services (\$500 + \$110 = \$610). Membership in national organizations also entitles staff to discounted registration fees to conferences and trainings. (\$5000 = NOVA training registration \$625 pp/3 attendees, APSAC training registration \$615 pp/3 attendees, \$1280 for local training registration) in training conference registration fees for Counselors/Advocates, Prosecutors and Maui Police

Department officers for both intra-state and out of state will be included. These training conferences will enhance the counselors, prosecutors and officers' skills in the delivery of victim services.

Emergency costs (\$4,005) will be used for emergency funds/special needs such as child care, filing fee for restraining orders, interpreter fees for victims and their families may need to leave the county immediately for their safety. When the victims do not have the resources, emergency funds will be used for intrastate airfare and transportation.

Relocation and housing support (\$8,000) will be used for 4 victims, total of \$2,000 per victim. Where reasonable moving expenses, security deposits on housing, rental expenses, and utility startup costs can be provided for up to 4 months plus security deposit, for up to \$6,000 per victim total in a 12-month period.

\$1000 in Administration Funds will be used for inter-island travel of administration regarding crime victim issues, promote innovative approaches to serving crime victims such as through the use of technology, provide training on crime victim issues to state, public, and nonprofit organizations that serve or assist crime victims. Also to purchase, print, and/or develop publications such as training manuals for service providers, victim services directories, and brochures.

ALAN M. ARAKAWA  
Mayor



MARK R. WALKER  
ACTING DIRECTOR OF FINANCE

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

October 18, 2017

**MEMORANDUM**

TO: ALL DEPARTMENTS AND AGENCIES

FROM: MARK R. WALKER  
ACTING DIRECTOR OF FINANCE *mw*

SUBJECT: EMPLOYEE FRINGE BENEFIT RATES-  
CALENDAR YEAR 2018

The County of Maui has reviewed and revised the employee fringe benefit rates utilizing the actual cost data and salary base for the prior fiscal year which ended on June 30, 2017 (Fiscal 2017). These rates are to be used from January 1, 2018 through December 31, 2018 (Calendar 2018).

EMPLOYEE FRINGE BENEFIT RATES BASED UPON EMPLOYER'S CONTRIBUTION	Personnel (except Police & Fire) (b)		Police & Fire (a)(c)	
	1/1/18	7/1/18	1/1/18	7/1/18
Employee's Retirement System (ERS)	18.00%	19.00%	28.00%	31.00%
Social Security/Medicare	7.65	7.65	1.45	1.45
Subtotal	25.65%	26.65%	29.45%	32.45%
Unemployment	16.96%	16.96%	16.96%	16.96%
Workers' Compensation (c)	4.21	4.21	6.10	6.10
Rate	21.17%	21.17%	23.06%	23.06%
Medical, Drug, Dental, Vision, Life	18.40%	18.40%	18.40%	18.40%
Other Post Employment Benefits (OPEB)	9.34%	9.34%	9.34%	9.34%
Total Employer's Contribution	74.56%	75.56%	80.25%	83.25%
<b>LEAVE BENEFITS</b>				
Vacation	8.08%	8.08%	8.08%	8.08%
Sick	5.00	5.00	5.00	5.00
Holiday	5.38	5.38	5.38	5.38
Others (Admin Leave, Union)	.77	.77	.77	.77
Total Leave Benefits	19.23%	19.23%	19.23%	19.23%
Total Fringe Benefit Rate (OT & Straight Time)	93.79%	94.79%	99.48%	102.48%

- (a) For Police & Fire personnel only: ERS rate = 28.00% + 1.45% (for Medicare) = 29.45. From July 1, 2018, the Police & Fire ERS rate increases from 28% to 31%.
- (b) For NON-"Police & Fire" personnel, from July 1, 2018 the ERS rate increases from 18.00% to 19.00.
- (c) Please use the following Workers' Compensation rates for the following classifications: Refuse workers: 13.41%; Firefighters: 6.10%; Police Officers: 4.61%; Not Otherwise Classified 4.21%

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

## **IV. CERTIFICATIONS**



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 Victims of Crime Act Victim Assistance Formula Grant Program established under the Victims of Crime Act of 1984, Public Law 98-473, as amended, and codified at 42 U.S.C. 10601, et seq.
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 the Victims of Crime Act Victim Assistance Formula Grant Program established under the Victims of Crime Act of 1984, Public Law 98-473, as amended, as applicable;
  - (b) conditions applicable to the fiscal administration of grants under the Victims of Crime Act Victim Assistance Formula Grant Program established under the Victims of Crime Act of 1984, Public Law 98-473, as amended, as applicable;
  - (c) any special conditions contained in the grant award; and
  - (d) general and fiscal regulations of the Crime Prevention and Justice Assistance Division.
3. Any grant received as a result of this application may be terminated, or fund payment may be discontinued, by the Crime Prevention and Justice Assistance Division when it finds a substantial failure to comply with the foregoing provisions, the application obligations or for non-availability of funds.

SUBMITTED BY:

Name John D. Kim

Title Prosecuting Attorney

Signature 

Date March 6, 2018

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF VOCA SPECIAL CONDITIONS

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

1. Applicability of Part 200 Uniform Requirements

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

Grantee 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. The Subgrant Award Report (SAR) required by OVC shall be submitted to CPJAD 14 days following the execution of the contract. County prosecutors shall also submit a report for each funded non-profit agency within 14 days after the non-profit agency's contract is executed with county, but no later than 90 days following the execution of county's contract with CPJAD.

3. Grantee agrees to submit (and, as necessary, require sub-recipients to submit) performance measure reports (PMT) on the performance metrics identified by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. The Grantee agrees to submit the reports quarterly. The reporting periods and due dates are:

October 1 – December 31	due January 15
January 1 - March 31	due April 15
April 1 – June 30	due July 15
July 1 – September 30	due October 15

The fourth quarter will include the VOCA Grantee Report narrative questions for the period of October 1 to September 30. Grantees shall submit a report for each funded agency.

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. Training(s)/Conference(s) Compliance

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

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

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. 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.

8. 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.

9. Prohibited Conduct Related to Trafficking in Persons

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

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by grantees and subgrantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. 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 <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here.

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

11. 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.

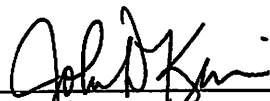
12. 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)

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.

SUBMITTED BY:

Signature:



Date: March 6, 2018

Name:

John D. Kim

Title: Prosecuting Attorney

Agency:

County of Maui, Department of the Prosecuting Attorney

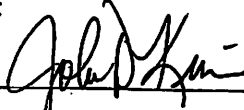
DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

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:

March 6, 2018

Name:

John D. Kim

Title:

Prosecuting Attorney

Agency:

County of Maui, Department of the Prosecuting Attorney

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:


- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_ and complete and submit Standard Form # LLL, A Disclosure of Lobbying Activities, in accordance with its instructions.
- (3) Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

SUBMITTED BY:

Signature:

Name:

Title:

  
John D. Kim

Prosecuting Attorney

Date:

Project No:

March 6, 2018

16-VA-01

150 South High Street, Wailuku, HI 96793  
Name and Address of Organization

OVC  
Name of OJP Agency

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

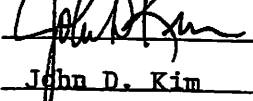
CERTIFICATION OF NON-DISCRIMINATION

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

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

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

SUBMITTED BY:

Signature:  Date: March 6, 2018  
Name: John D. Kim Title: Prosecuting Attorney  
Agency: County of Maui, Department of the Prosecuting Attorney



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,

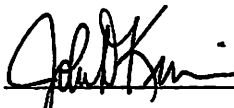
I certify that the County of Maui, Department of the Prosecuting Attorney (name of agency) has non-discrimination complaint procedures which include:

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

<u>Wendy Y. Nobriga</u>	<u>Administrative Officer</u>	<u>808-270-7594</u>
Name	Title	Phone
- (2) a procedure to ensure that beneficiaries or employees of funded subrecipients are aware that they may complain of discrimination directly to a subrecipient, to the Department of the Attorney General, or to the Office for Civil Rights.
- (3) a procedure to investigate the complaint. (The procedure may be an internal investigation or forwarding the complaint to the Department of the Attorney General, the OCR, or another appropriate external agency.)
- (4) a procedure to notify the Department of the Attorney General, Crime Prevention and Justice Assistance Division of the complaint. (The Department will forward the complaint information to OCR and may conduct an investigation of the complaint.)
- (5) a procedure to notify the Department of the Attorney General of the findings of the investigation.

SUBMITTED BY:

Signature:



Date: March 6, 2018

Name:

John D. Kim  
(Head of Agency or Designee)

Title: Prosecuting Attorney



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.

John D. Kim, Prosecuting Attorney

Name and Title of Authorized Representative

  
Signature

March 6, 2018

Date

County of Maui, Department of the Prosecuting Attorney

Name of Organization

150 South High Street, Wailuku, HI 96793

Address of Organization

# 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: Department of the Prosecuting Attorney, Maui County

Address: 150 South High Street Wailuku, Hawaii 96793

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

DUNS Number: 830283169

Vendor Number (only if direct recipient)

Name and Title of Contact Person: John D. Kim, Prosecuting Attorney

Telephone Number: 808-270-7777

E-Mail Address: John.Kim@mauicounty.gov

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

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP 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, John D. Kim \_\_\_\_\_ [responsible official], certify that Department of the Prosecuting Attorney, Maui County

[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

John D. Kim, Prosecuting Attorney

March 6, 2018

Print or Type Name and Title

Signature

Date

DIGEST

ORDINANCE NO. \_\_\_\_\_  
BILL NO. 122 (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE COUNTY OF MAUI TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII  
(SPECIAL NEEDS ADVOCACY PROJECT)

This bill proposes to authorize the Mayor to enter into an intergovernmental agreement with the Department of the Attorney General, State of Hawaii, granting to the Department of the Prosecuting Attorney up to \$622,420 in funding for services performed for the Special Needs Advocacy Project (SNAP) for the term July 1, 2018 to June 30, 2019, with a requirement that the County provide matching funds of \$155,355.

I, DENNIS A. MATEO, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 122 (2018) was passed on First Reading  
by the Council of the County of Maui, State of Hawaii, on the 13th day of December, 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 14th of December, 2018.



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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.