



POLICE DEPARTMENT COUNTY OF MAUI



MICHAEL P. VICTORINO

MAYOR
MIM/10

OUR REFERENCE

YOUR REFERENCE

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411
May 16, 2019

TIVOLI S. FAAUMU
CHIEF OF POLICE

DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

Ms. Michele Yoshimura *Miy*
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For transmittal to:

Honorable Kelly T. King, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair King and Members:

SUBJECT: PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT ACT

In accordance with Ordinance No. 4962, Bill 10 (2019) relating to the Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the grant agreement with the State of Hawaii, Department of the Attorney General for the Crime Lab Accreditation Project grant for the period of January 1, 2019 to December 31, 2019 in the amount of \$37,472.00.

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

Sincerely,

Tivoli S. Faaumua
TIVOLI S. FAAUMU
Chief of Police

Enclosures

RECEIVED
2019 MAY 21 AM 11:23
OFFICE OF THE
COUNTY CLERK

APPROVED FOR TRANSMITTAL

[Signature] 5/22/19
Acting Mayor Date

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of January 1, 2019, 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 Police Department, which is identified as the applicant on Exhibit "A" attached hereto.

WITNESSETH

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

WHEREAS, award amounts are pre-determined according to the allocation criteria set forth in 34 U.S.C. §10563;

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 Paul Coverdell Forensic Sciences Improvement Grant announcement, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and has applied to Agency for receipt of the same as a subgrantee;

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

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

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

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

A. SCOPE OF SERVICES.

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

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from January 1, 2019 to and including December 31, 2019 unless this Contract is sooner terminated as hereinafter provided or unless this Contract is extended in accordance with Section L. of this Contract.

C. PERFORMANCE REQUIREMENTS AND CONDITIONS.

1. Grantee shall comply with the guidelines set forth in the Act and all applicable federal regulations and guidelines, including but not limited to guidance issued by the National Institute of Justice, 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 (P.L. 100-690, Title V, Subtitle D, U.S.C., Title 41, Chapter 10, §702), hereinafter referred to as the "Drug-Free Workplace Certification". A copy of the Drug-Free Workplace Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Drug-Free Workplace Certification are true at the time this Contract is executed and will remain true throughout the entire term of this Contract and any extensions, and that Grantee shall fulfill all the requirements set forth therein. Grantee's execution and submission of a false Drug-Free Workplace Certification, or Grantee's violation of any or all of the requirements set forth therein shall entitle Agency to suspend one or more payments under this Contract, and/or terminate this Contract pursuant to the provisions of Section N of this Contract. Grantee warrants that it is aware that such false certification or violation of the requirements contained in the Drug-Free Workplace Certification shall subject the State of Hawaii to government-wide suspension or debarment, or other sanctions which, in turn, shall result in the withdrawal of funds from Grantee and/or the unavailability of future funding for Grantee.

5. Prior to, or concurrently with the execution of this Contract, Grantee shall complete, execute and submit to Agency a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, hereinafter referred to as

the "Debarment Certification". A copy of the Debarment Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Debarment Certification are true at the time this Contract is executed and will remain true throughout the entire term of the Contract and any extensions, and that Grantee shall fulfill any and all terms and conditions set forth therein.

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

7. Prior to, or concurrently with the execution of this Contract, if so required by Agency, Grantee shall complete, execute and submit to Agency a Certification Regarding Lobbying, hereinafter referred to as the "Lobbying Certification", and any subsequent disclosure forms required under Section 1352, Title 31 U. S. C. A copy of the Lobbying Certification shall be included in Part IV of the Application for Grant. Grantee covenants that

the representations made in the Lobbying Certification are true at the time this Contract is executed and will remain true throughout the entire term of the Contract and any extensions, and that Grantee shall fulfill any and all terms and conditions set forth therein.

8. Grantee shall comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 which prohibits discrimination in employment and in the delivery of services or benefits on the basis of race, color, national origin, religion, or sex; Title VI of the Civil Rights Act of 1964 which prohibits discrimination in the delivery of services or benefits on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 which prohibit discrimination in employment and in the delivery of services or benefits based on disability; Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in training or educational programs; the Age Discrimination Act of 1975 which prohibits discrimination in the delivery of services or benefits on the basis of age; the Department of Justice regulations implementing the above-referenced statutes at 28 C.F.R. Part 42, subpts. C, D, G, and I, 28 C.F.R. Part 35, and 28 C.F.R. Part 54; Exec. Order No.13559, 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 National Institute of Justice may require. Grantee shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter. Grantee shall submit monthly requests 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 National Institute of Justice is closed.

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

12. Any funds provided to Grantee under this Contract which are unencumbered on the date this Contract terminates shall be returned to Agency; all funds provided under this Contract which are encumbered but not disbursed within sixty (60) days after this Contract terminates shall be returned to Agency.

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

14. If so required by Agency, Grantee shall certify to Agency that any expendable or nonexpendable personal property purchased or acquired with funds received under this Contract will be used for criminal justice purposes before title

in such property may vest in Grantee. Grantee shall submit a certification to Agency within thirty (30) days after the date this Contract terminates. If a certification is not provided by Grantee, title to any personal property purchased or acquired with funds received under this Contract shall vest in Agency and such personal property shall be delivered to the Agency in good working order upon expiration or sooner termination of this Contract.

D. PERSONNEL.

1. Grantee shall secure at its own expense all personnel required to perform the services required under this Contract. All such personnel shall not be considered employees of, or have any contractual relationship with the State of Hawaii unless Grantee is otherwise an agency of the State.

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

E. SUBCONTRACTS.

Grantee may provide some or all of the services required under this Contract by subcontract provided that Grantee secures the prior written consent of Agency. In the event Grantee enters into a subcontract with a private organization to perform any of the services or activities required under this Contract,

Grantee agrees that the period of each subcontract shall not exceed the term of this Contract, and funds to the private organization will not be released unless and until the requirements set forth in applicable state law and implementing rules are complied with by the subcontractor. All subcontracts shall include provisions to ensure that Grantee is capable of satisfying the requirements of this Contract. All subcontracts shall be reduced to writing and shall include all provisions of this Contract required of Grantee.

F. SERVICES AS INDEPENDENT CONTRACTOR.

1. In the performance of the services required under this Contract, Grantee shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Contract; however, Agency shall have the right to inspect work in progress to determine whether, in Agency's opinion, the work is being performed by Grantee in accordance with the provisions of this Contract. All persons hired or used by Grantee shall be Grantee's agents and employees and Grantee shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by its agents and employees. Furthermore, Grantee intentionally, voluntarily, and knowingly assumes the sole and entire liability if such liability is determined to exist, to

its agents and employees or to third persons, for all loss, cost, damage or injury caused by Grantee's agents and employees in the course of their employment. The performance of work under this Contract alone shall not be construed as employment with the State of Hawaii and shall not entitle Grantee's agents and employees to vacation, sick leave, retirement, or other benefits directly afforded state employees by statutes. Grantee shall be responsible for payment of all applicable federal, state, and county fees which may become due and owing by the Grantee by reason of the Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. The Grantee also is responsible for obtaining all licenses, permits and certificates that may be required in order to perform this Contract.

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

G. COMPENSATION.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed thirty-seven thousand four hundred seventy-two and 00/100 dollars (\$37,472.00) to be spent for the purposes of this Contract. This sum represents any and all compensation to be

paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses which it incurs or may incur in connection with this Contract.

2. It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation under this Contract to be payable out of federal funds, this Contract shall be construed to be an agreement to pay such portion to the Grantee only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

H. METHOD OF PAYMENT.

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

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

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

b. All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes, which

specifies the accounting procedures and controls applicable to payments out of the Treasury of the State of Hawaii.

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

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

I. INDEMNIFICATION.

1. It is strictly understood that the State of Hawaii shall in no way be held liable for any damages, cause of action or suits resulting from the acts, activities, or omissions

of Grantee. Grantee shall indemnify and save harmless the State of Hawaii, Agency, and their officers, agents, and employees from and against any and all liability, loss, actions, claims, suits, damages, costs or expenses, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of Grantee, its officers, employees, agents, or subcontractors occurring during or in connection with the performance of Grantee's services under this Contract, or arising out of or resulting from breach of this Contract by Grantee. Grantee shall defend the State of Hawaii, Agency, and their officers, agents, and employees against any such action or claim unless the action or claim involves an act or omission solely of Agency, its officers, agents, or employees.

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

3. The County of Maui will indemnify to the extent permitted by law, and 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 become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and surrendered to Agency on or before the effective date of termination.

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

relieved of liability to Agency for damages sustained by Agency because of any breach by Grantee of this Contract.

O. WAIVER.

The failure of the Agency to insist upon strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the Agency's right to enforce the same in accordance with this Contract. It is expressly understood and agreed that no waiver granted by Agency on account of any violation of any promise, term or condition of this Contract shall constitute or be construed in any manner as a waiver of the promise, term or condition or of the right to enforce the same as to any other or further violation.

P. DISPUTES; GOVERNING LAW; VENUE.

Any dispute concerning a matter of fact arising under this Contract or any subcontract, which is not disposed of by mutual agreement within fifteen (15) calendar days, shall be decided by the Attorney General, or the Attorney General's duly designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to Grantee. The decision of such person shall be final and conclusive. Pending final decision of such dispute, Grantee shall

proceed diligently with the performance of this Contract in accordance with Agency's request. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Except as otherwise provided in this Section, any action to enforce this Contract or for breach of this Contract shall be brought only in a State court of competent jurisdiction in Honolulu, Hawaii.

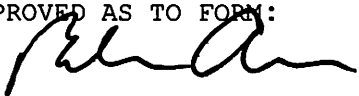
Q. ADDITIONAL CONDITIONS.

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


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

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

APPROVED AS TO FORM:



Deputy Attorney General, State of Hawaii

By 

Print Name Dana Viola
Its First Deputy Attorney General
Date MAY 06 2019

APPROVED RECOMMENDED:

By *Yval S. Yaaunu*
Print Name Tivoli Faaumu
Title Chief of Police
Date 3/25/19

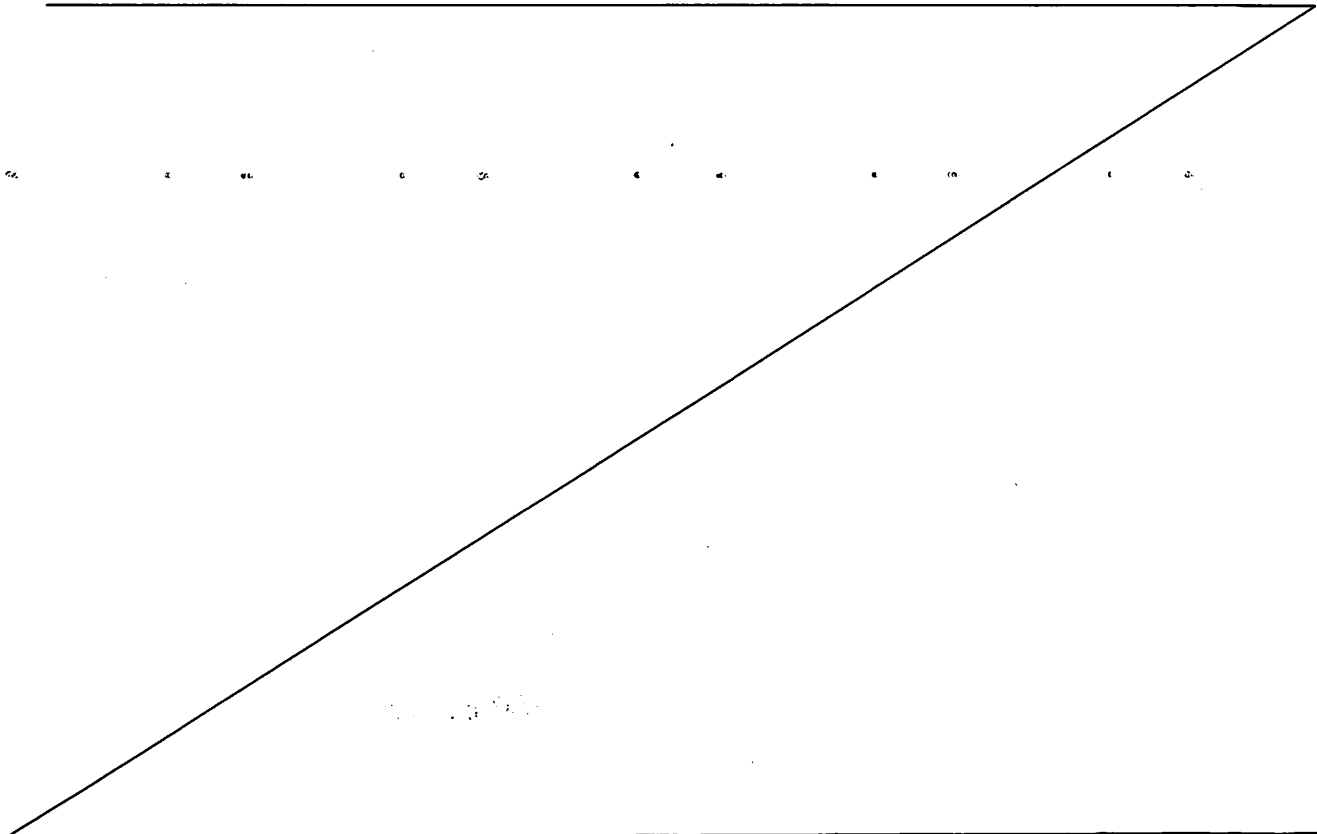
County of Maui ("Grantee")
By *Michael P. Victorino* ("GRANTEE")
Print Name Michael P. Victorino
Title Mayor
Date 4/4/19

APPROVED AS TO FORM AND LEGALITY

By *J.L. Sheppard*
Print Name J.L. Sheppard
Title Deputy Corporation Counsel
Date 4/2/2019

By *Scott K. Teruya*
Print Name Scott K. Teruya
Title Director of Finance
Date 04/03/2019

By *Michele M. Yoshimura*
Print Name Michele M. Yoshimura
Title Budget Director
Date 3/27/19



CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
DEPARTMENT OF THE ATTORNEY GENERAL
APPLICATION FOR FY 2018 PAUL COVERDELL FORENSIC
SCIENCE IMPROVEMENT GRANTS PROGRAM - FORMULA

PART I. TITLE PAGE

A. PROJECT TITLE: Crime Lab Accreditation

B. APPLICANT AGENCY: Maui Police Department

SYSTEM FOR AWARD MANAGEMENT (SAM)

C. REGISTRATION: Yes No DUNS No. 033608782

D. ADDRESS: 55 Mahalani Street City Wailuku Zip+4 digits 96793-2530

E. PROJECT PERIOD: From January 1, 2019 To December 31, 2019

F. GRANT PURPOSE: Facilitate Accreditation

G. ACCREDITATION: Yes : Attach No : Date applying for accreditation: 10/2019

H. TOTAL PROJECT AMOUNT: \$ 37,472

I. OTHER FUNDING SOURCES:

Is the proposed project seeking other sources of funding? Yes No If yes, then provide name of source and the amount of funds that is being sought: Source _____ Amount \$ _____

J. PROJECT DIRECTOR

Name: Brandi Kaoni Title: Criminalist I

Address: 55 Mahalani Street, Wailuku, HI 96793

Telephone: 808-244-6448

E-Mail: Brandi.Kaoni@mpd.net

K. FINANCIAL OFFICER

Name: Lesley Ann Uemae Title: Accountant II

Address: 55 Mahalani Street, Wailuku, HI 96793

Telephone: 808-244-6309

E-Mail: LesleyAnn.Uemae@mpd.net

FOR CPJAD USE

Date received: 4/26/2018 Project 18-CD-01

**APPLICATION FOR FY 2018 PAUL COVERDELL FORENSIC
SCIENCE IMPROVEMENT GRANTS PROGRAM - FORMULA**

PART II. PROGRAM NARRATIVE

A. THE PROBLEM

The purpose of this project is to improve the quality and timeliness of forensic drug analysis of the Maui Police Department Crime Laboratory (MPDCL). The Maui Police Department (MPD) is requesting FY 2018 Coverdell funds to assist in the preparation for International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) 17025 Accreditation in the analysis of seized drugs through the ANSI-ASQ National Accreditation Board (ANAB) accrediting body. The MPDCL specializes in the analysis of seized drugs, and 100% of its casework involves drug analysis. MPD is approaching a stringent 2018 fiscal year budget which is already pushed to its limit with maintaining operations, and does not include or address forensic laboratory accreditation. For this reason, the MPDCL is requesting grant funds to assist with application fees associated with obtaining ANAB accreditation and a practice ANAB assessment. Additionally, the MPDCL is requesting funds to obtain forensic accreditation consulting services to assist with the development and implementation of a quality assurance program that is well-suited for our own agency.

The core issue stems from the MPDCL being out of commission for approximately three years between 2012 and 2015. With the MPDCL inoperative for those years, the laboratory quality system was left unmaintained, and is outdated according to international accreditation standards. This project is dedicated to developing a new forensic quality assurance program that works for the MPD and will set the standard for all forensic disciplines and future disciplines within the County of Maui. MPD has two dedicated Criminalist positions and in the past has struggled to maintain consistent operation of the Crime Lab. Since May, 2015, MPD has employed a Criminalist I to carry out all operations of its Crime Lab, to include drug analysis, MPD personnel trainings, prosecutorial obligations, purchasing and receiving of all supplies related to the crime lab, in addition to other administrative and safety duties relating to normal day to day operations. In addition to the daily responsibilities, the Criminalist is also tasked with establishing MPDCL's quality assurance program and the ultimate goal of obtaining and maintaining ISO/IEC 17025 Accreditation.

With the absence of senior personnel in the MPDCL, the County of Maui received generous support from other law enforcement agencies in the state. The Criminalist employed by MPD has received training in Basic Drug Analysis from the Honolulu Police Department (HPD) Scientific Investigations Section Drug Analysis Unit, an ANAB accredited laboratory. The training program was designed for the trainee to learn how to conduct daily operations in compliance with HPD's quality assurance program. The MPD Criminalist has gained a working understanding of quality standards and when to recognize situations when quality might be compromised. HPD's Quality Assurance program is intended to run a large forensic division and is not suited for a small

laboratory operated by a single individual. The Criminalist has also received tremendous support from the State of Hawaii, Public Safety Division, Narcotics Enforcement Division (NED) in the initial setup of laboratory operations and with conducting technical reviews of MPDCL official reports. Without NED's ongoing support, the MPDCL would not be able to meet some of the essential requirements of a basic quality assurance program.

While these local support systems have been instrumental in bringing the MPDCL back to life, it does take time from these other agencies who are continually working to increase efficiency in their daily responsibilities. With the recent merger of the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB), former accrediting body, and ANAB, many laboratories have been tasked with restructuring their own policies and procedures. Starting June 1, 2019, all currently accredited laboratories will also need to reorganize their policies and procedures to meet the 2017 updates to the ISO/IEC 17025 standards. With the new challenges facing all forensic laboratories, and the lack of Crime Lab personnel to assist in the matter, MPD is seeking forensic accreditation consulting services with the National Forensic Science Technology Center (NFSTC) in order to independently establish policies of its own and to provide the MPD Criminalist with a professional support team that can provide recommendations to ensure that ISO/IEC 17025:2017 standards have been met.

NFSTC is a not-for-profit corporation that was founded by ASCLD and Forensic Quality Services (FQS), both organizations now part of ANAB, with the goal of improving the quality of forensic services in laboratories nationwide. NFSTC is committed to assisting forensic science laboratories in achieving the highest standards of operation through education, training and quality systems support. NFSTC works closely with the National Institute of Justice (NIJ) to provide continuing education for Forensic Professionals, one of the reasons that they are regarded as a recognized leader in forensic science training. The Honolulu Police Department has also contracted with NFSTC to bring in instructors for all the local government laboratories to benefit from directly, in addition to utilizing NFSTC to conduct drug analysis training for newly hired criminalists.

The United States Attorney General requirement for all forensic science services providers to obtain/maintain accreditation by the year 2020 has been part of the MPDCL five year plan since the Criminalist was hired in 2015. Obtaining these funds would allow MPD to get the full attention of a support team to complete this task, and will ultimately move the State of Hawaii one step closer to fulfilling the Statewide Forensic Science Strategic Plan to promote universal accreditation of forensic science services providers. The Maui Police Department is continually working to improve and maintain quality forensic services, and is prepared for an annual recurring cost to maintaining Crime Lab accreditation. The annual cost of maintaining accreditation in Drug Analysis will be factored into future fiscal year budgets following the attainment of ISO/IEC 17025:2017 accreditation.

B. GOALS AND OBJECTIVES

The goal of this project is to attain high quality standards and promote the universal accreditation of forensic science services in the Maui Police Department Crime Laboratory.

Objective #1:

Establish and implement a new quality assurance program by the end of October 2019 to ensure that standards are in accordance with ISO/IOEC 17025:2017.

Objective #2:

Increase the accreditation process knowledge of laboratory criminalists by providing a three day online ANAB accreditation course to 1 criminalist by the end of January 2019.

Objective #3:

Gain accreditation through ANAB by completing a practice assessment in December 2019 to evaluate any outstanding requirement that may need attention before the full assessment by ANAB is carried out.

C. PROJECT ACTIVITIES

Prepare a suite of quality documents in accordance with the updated ISO/IEC 17025:2017 standards and implement a new quality assurance program by the end of October 2019. MPD will contract with NFSTC for forensic accreditation consulting services due to the lack of MPDCL personnel able to dedicate a significant amount of time on accreditation preparation. The needs assessment consultation will provide a direct, unbiased set of recommendations that the MPD Criminalist will be able to rapidly address, allowing for continuation of normal day-to-day operations without creating significant backlog of drug analysis casework. The ANAB self-paced online course (2 hours): Navigating the new ISO/IEC 17025:2017 – Comparison to ISO/IEC 17025:2005 will be completed before MPDCL manuals are updated to reflect the new 2017 standards. Course is available for three days and will familiarize the participant with the updated 2017 standards and what has been revised or deleted in the new version. Following the draft of new MPDCL manuals, NFSTC will carry out a 10 day off-site policy and procedure review (operations manual, technical procedures, training program, safety program, quality manual and forms) and a 5 day on site GAP analysis of the MPD Crime Laboratory per the requirements of ISO/IEC 17025:2017. This site visit will include a review of the facility, security, equipment, and serve as the required MPDCL annual internal audit for 2019 since MPD does not have the technical staff required to complete a full internal audit of the crime laboratory. The NFSTC comprehensive report with final recommendations and outstanding tasks shall be completed by the end of September 2019.

The new MPDCL quality assurance program will be used as a template for other MPD

forensic disciplines, such as the crime scene unit, who may be seeking accreditation in the future. The new policies established will raise the expectations for the other units and promote cohesiveness between the forensic disciplines. Having an established training program will provide concrete performance expectations for new and existing MPD personnel working in the forensic sciences. Not only will crime lab personnel be held to the policies and procedures outlined in the quality assurance program, the Maui Police Department management system will also be committed to these policies. Having established guidelines and a system in place for tracking non-conforming activities will reduce the uncertainty of our methods during prosecutorial proceedings.

NFSTC is being contracted to provide a team of experts to assist in the accreditation of the Maui Police Department Crime Laboratory. Since the County is without a senior Criminalist, MPD does not have access to the years of experience that the other drug laboratories currently have. MPD has found that many labs are willing to share their experiences and resources but to have someone devote a significant amount of time and energy to a unique laboratory situation is not easy to come by. NED has given up weeks of their time to help MPD in its initial set up of the laboratory and it goes without saying that this cannot be a reoccurring task due to the strain it puts on their resources. HPD has provided seven months of face-to-face training for the MPD Criminalist and to impose on them further with a project of this magnitude will take a toll on their resources. NFSTC is providing a service that MPD desperately needs. With the implementation of the new quality assurance program, we will be able to start the process of hiring a second Criminalist in the drug analysis unit. We will have a streamlined training manual that will be used daily to keep the trainee on track. The end result is an increase the timeliness of training activities and the incorporation of additional manpower into the drug analysis unit, ultimately increasing the efficiency and turnaround of drug analysis cases. Adding a second Criminalist will also strengthen MPDCL daily operations by efficient delegation of daily responsibilities.

Submit an ANAB application for ISO/IEC 17025:2017 Accreditation in the analysis of seized drugs and complete an ANAB practice assessment by the end of December 2019. Beginning June 1, 2019, all labs seeking ISO/IEC 17025 accreditation/re-accreditation must be audited to the new 2017 version of the standards. Following the implementation of the new MPDCL quality assurance program in September/October 2019, an application for ANAB accreditation will be submitted. A practice ANAB assessment will be scheduled after processing of the application. The two day practice assessment is to be completed by the end of December 2019.

This grant proposal is focused on the preparation for ANAB accreditation. The MPD Crime Lab was built in the early 1990s and may require structural/facility updates to meet the full ISO/IEC 17025 standards. To allow for modifications/corrections of this magnitude, we will anticipate being fully accredited by September 2020. Recommendations and non-conformities uncovered during the NFSTC GAP analysis and ANAB practice assessment will be used to evaluate any outstanding requirements that may need attention before a full ANAB assessment is carried out.

Proposed Timeline:

- ANAB online course, 3 days, completed end of January 2019
- NFSTC 10-day off site review, completed end of April 2019
- NFSTC 5 day on site GAP analysis, completed end of May 2019
- NFSTC comprehensive report with final recommendations, completed end of June 2019
- Implement new MPDCL quality assurance program, completed end of October 2019
- Submit ANAB Application for accreditation, completed end of September 2019
- Completed ANAB practice assessment, 2 days. End of December 2019

D. PERSONNEL

No new personnel will be hired for this project.

Brandi M. Kaoni – Criminalist I, Project Director

Criminalist Kaoni has a dual B.S. degree in Biochemistry and Molecular Biology from the University of Denver, and a M.S. degree in Biomedical Basic Sciences from the University of Colorado Denver Anschutz Medical Campus. She was employed by MPD in May 2015 as a Criminalist I, conducts all drug analysis for the County of Maui and is responsible for the daily operations of the MPD Crime Lab. As Project Director, Mrs. Kaoni will be accountable for all aspects of the grant project to include activities involving the NFSTC accreditation consultation and for all activities and trainings regarding the ANAB application and practice assessment. Mrs. Kaoni reports directly to the Commander of the Criminal Investigation Division, Captain Clyde Holokai.

Lesley Ann Uemae – Accountant II, Financial Officer

Lesley Ann Uemae currently works as an Accountant II at MPD and has been employed with the Department since April 2008. She has a Bachelor's Degree in Accounting from the University of Hawaii. Her duties include budget preparation, contract tracking and payment, supervising fiscal staff, and tracking the Department's grant balances along with completing the financial reports. She reports to the Business Administrator, Melissa Magonigle. As the Financial Officer, Mrs. Uemae will complete quarterly and semi-annual financial reports regarding the grant expenditures.

E. CAPABILITIES AND COMPETENCIES

Maui County Police Department has two dedicated Criminalist positions for the Crime Lab/Drug Analysis Unit. The MPD Crime Lab specializes in the analysis of seized drugs, and 100% of its casework involves drug analysis. The Criminalist II position is currently vacant and a Criminalist I is responsible for all operations of the Crime Lab, to include drug analysis, MPD personnel trainings (police recruits, in-service trainings, supervisor trainings, annual recall training, etc.), prosecutorial obligations, purchasing and receiving of all supplies related to the crime lab, in addition to other administrative and safety duties relating to normal day to day operations. The Criminalist is supervised by the Commander of the Criminal Investigation Division.

As part of the MPDCL five year plan to obtain accreditation, the Criminalist successfully completed ANAB Forensic ISO/IEC 17025 Assessor Training for Testing Laboratories in September 2017. The current MPDCL policies and procedures were written based on ASCLD/LAB guidelines of ISO/IEC 17025:2005 standards. MPDCL follows generally accepted laboratory practices and procedures, established by accrediting bodies (ASCLD, ANAB) or appropriate scientific organizations (NIST, ASTM, SWGDRUG). The MPD Crime Lab is requesting FY 2018 Coverdell funds to prepare for anticipated accreditation no later than Fall 2020. Recommendations and non-conformities uncovered during the NFSTC GAP analysis and ANAB practice assessment will be used to evaluate outstanding requirements that may need attention before a full ANAB assessment is carried out.

F. PERFORMANCE MEASURES

Objective #1:

Establish and implement a new quality assurance program by the end of October 2019 to ensure that standards are in accordance with ISO/IOEC 17025:2017.

- NFSTC report generated after completion of 10 day off site review of policies and procedures
- NFSTC status report following the 5 day on site GAP analysis
- NFSTC comprehensive report to include recommendations and “roadmap” of activities identified as still requiring completion prior to applying for accreditation
- Submittal/approval of MPDCL quality assurance documents to MPD Management

Objective #2:

Increase the accreditation process knowledge of laboratory criminalists by providing a three day online ANAB accreditation course to 1 criminalist by the end of January 2019.

- ANAB Certificate of Completion for online training course

Objective #3:

Increase the ability to gain accreditation through ANAB by completing a practice assessment in December 2019 to evaluate any outstanding requirement that may need attention before the full assessment by ANAB is carried out.

- ANAB confirmation letter of submittal of accreditation application with fee
- ANAB confirmation letter of completion of practice assessment.
- Submit ANAB Application for accreditation
- Completed ANAB practice assessment

Required NIJ Performance Measures:

- The average number of days to process a sample at the beginning of the grant period;
- Average number of days to process a sample at the end of the grant period;

- Number of backlogged cases at the start of the grant period;
- Number of backlogged cases at the end of the grant period;
- Number of forensic science personnel attending training;
- Number of medical examiner personnel attending training programs.
- Number of agencies seeking initial accreditation with FY 2017 Coverdell funding
- Number of agencies obtaining initial accreditation with FY 2017 Coverdell funding
- Number of agencies using FY 2017 Coverdell funding for fees to maintain accreditation
- Number of agencies receiving funding
- Number of analysts
- Number of analysts certified
- Number of analysts seeking certification with FY 2017 Coverdell funding
- A summary and assessment of the program carried out with the grant, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services).
- The average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency.
- An identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system.

G. PLAN FOR COLLECTING THE DATA FOR PERFORMANCE MEASURES

The Project Director/Criminalist I will document and maintain an organized file for all activities funded/completed by this grant project. The Criminalist will submit quarterly progress reports per the requirements of the Office of Justice Program Performance Measurement Platform and semi-annual progress reports per CPJAD. A final report will be completed and submitted to include any other applicable reports and supporting materials. The Financial Officer will complete and submit quarterly and semi-annual financial status reports.

**APPLICATION FOR FY 2018 PAUL COVERDELL FORENSIC
SCIENCE IMPROVEMENT GRANTS PROGRAM - FORMULA**

BUDGET DETAIL AND EXPLANATION
Maui Police Department

BUDGET DETAIL:

COST ELEMENT					AMOUNT
A. Salaries and Wages					
Position Title	No. of Positions	Monthly rate	Subtotal		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
Total Salaries and Wages					\$0
B. Fringe Benefits		Employee Benefits @ _____ %			
Position Title	No. of Positions	Monthly Rate	Subtotal		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
Total Fringe Benefits					\$0
C. Consultants/Contracts					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
NFSTC Forensic Accreditation Consulting	\$22,300	1 year	<input type="checkbox"/> Consultant <input checked="" type="checkbox"/> Contract		
ANAB Accreditation Application, practice assessment	\$5700	1 year	<input type="checkbox"/> Consultant <input checked="" type="checkbox"/> Contract		
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
NFSTC Airfare from Tampa, FL to	\$1,500	2		\$3,000	

Maui, HI					
NFSTC Per diem Lodging	\$269	2	7	\$3,766	
NFSTC Per DIEM M & IE	\$160	2	7	\$2,240	
NFSTC Rental Car	\$38		7	\$266	\$9,272
Total Consultants/Contracts					\$37,272
D. Transportation and Subsistence					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
Total Transportation and Subsistence					\$0
E. Office Supplies					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
Total Office Supplies					\$0
F. Equipment					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
Total Equipment					\$0
G. Other Costs					
ANAB Online Course-ISO/IEC 17025:2017	1	\$200		\$200	
Total Other Costs					\$200
H. Indirect Costs					
	Base	Rate (%)		Subtotal	
	\$			\$	
Total Indirect Costs					\$0
TOTAL PROJECT COSTS					\$37,472

BUDGET EXPLANATION:

A. Salaries and Wages \$0
N/A

B. Fringe Benefits \$0
The composite fringe benefit rate is at _____% for _____ (list positions). The rate consists of the following fringe benefit items and computed rates:
N/A

C. Consultants/Contracts \$37,272

- 1) Cost is based on quote received from NFSTC for forensic accreditation consulting services for a total of \$31,572.
- NFSTC on-site and off-site policy and procedure review to be completed by three consultants. The table below outlines the labor costs for each consultant totaling \$22,300.

Consultant Title	Hourly Rate	Hours	Total Labor
Deputy Executive Director/SME	\$129.60*	120	\$15,551.42
Latent Print/CSI SME**	\$79.33	80	\$6,346.01
Communications Specialist	\$50.35	8	402.82

*The ISO/IEC 17025 International Standards require a comprehensive understanding of not only the ISO requirements, but also extensive knowledge and experience with laboratory management and quality assurance. From NFSTC's understanding of the requirements, the Maui Police Department will need significant guidance in both the management and quality assurance areas as they begin the accreditation process. The NFSTC currently has two certified ISO 17025 Lead Auditors on staff, the Executive Director and the Deputy Executive Director. Although both individuals served in the capacity as past laboratory directors, the Deputy Executive Director also served within the quality system of his laboratory. Although the NFSTC could seek out an external resource and subcontract with that individual at a reduced rate, insuring the competency of an external subcontractor can always present potential issues. NFSTC believes that utilizing competent internal staff with extensive ISO lead auditor, management and quality assurance experience justifies the Deputy Executive Director's increased rate.

- NFSTC on-site review includes travel costs for two consultants. The table below outlines the travel costs for each consultant totaling \$9,272.

Travel item	Unit Cost	No. of Travelers	No. Days	Subtotal	Total Travel
Airfare from	\$1,500	2	-	\$3,000	

Tampa, FL to Maui, HI					
Per diem Lodging ¹	\$269	2	7	\$3,766	
Per diem M & IE ¹	\$160	2	7	\$2,240	
Rental Car ²	\$38		7	\$266	
					\$9,272

¹Travel/Per diem rates were determined using the defensetravel.dod rates for the Isle of Maui (see attached per diem handout).

²\$245 is the rental car estimate for the entire 7-day travel period. One vehicle will be used for both consultants, approximately \$35/day.

2) Cost is based on quote received from ANAB totaling \$5,700:

- ANAB Application fee \$750
- ANAB Scope Maintenance fee \$1,500
- ANAB 2-day Practice Assessment (includes travel for one assessor) \$3,450
 - The two-day ANAB practice assessment is to be completed after all NFSTC consulting services have been completed. The practice assessment allows ANAB to address non-conformities that require attention before the full accreditation assessment is scheduled.

D. Transportation and Subsistence

N/A

E. Office Supplies

N/A

F. Equipment

N/A

G. Other Costs \$200

ANAB Online Course-Navigating the New ISO/IEC 17025:2017 – Comparison to ISO/IEC 17025:2005 \$200 (See attached online course listing)

- The MPD Criminalist successfully completed ANAB Forensic ISO/IEC 17025 Assessor Training for Testing Laboratories in September 2017. Rather than complete the Assessor training course a second time, the Criminalist will complete this ANAB online course to gain familiarity with the new ISO/IEC 17025:2017 standards. Knowledge acquired through this course will assist in drafting new quality documents prior to NFSTC review.

H. Indirect Costs

N/A

IV. Attachments

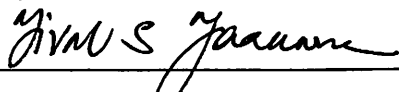
DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF CONDITIONS

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

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

SUBMITTED BY:

Signature:  Date: 3/25/19
Name: Tivoli Faaumu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS
PROGRAM SPECIAL CONDITIONS

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

1. Requirements of the Award; Remedies for Non-Compliance or for Materially False Statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in CPJAD taking appropriate action with respect to the Grantee and the award. Among other things, CPJAD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice and CPJAD also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the state and/or federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. 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.

3. Reporting Requirements and Performance Metrics

Grantee shall comply with all reporting, data collection and evaluation requirements, as prescribed by law and entailed by the NIJ in program guidance for the Coverdell program. Grantee shall also complete and submit both semi-annual progress reports and final reports.

Semi-Annual Progress Reports

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

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

The semi-annual reporting periods and due dates are:

January 1 through June 30	Due: July 15
July 1 through December 31	Due: January 15

Final Report

Grantee agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out with the award, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. Grantee is required to collect data necessary for this report. This report is due no later than 30 days following the close of the award period or the expiration of any extension periods.

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

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

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

4. 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 <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

28 C.F.R. Part 54

Grantee, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

5. “Lobbying” Restrictions

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded from being used by the Grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the Grantee is to contact CPJAD for guidance, and may not proceed without the express prior written approval of CPJAD.

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

Grantee and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award – 1) submitted a claim that violates 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. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

Mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
1425 New York Avenue, N.W.
Suite 7100
Washington, DC 20530

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
<https://oig.justice.gov/hotline>

7. 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.

8. 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 subgrantees 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.

9. 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 <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

10. 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.

11. 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.

12. 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 <https://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.

13. 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, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.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.

14. Requirements to Report Actual or Imminent Breach of Personally Identifiable Information (PII)

Grantee shall have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) of “personally identifiable information” (PII) (2 CFR 200.79), if Grantee 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of such “personally identifiable information” within the scope of the grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130).

Grantee’s response procedures must include a requirement to report by email actual or imminent breach of PII to the assigned CPJAD grant manager and to hawaiiag@hawaii.gov no later than 12 hours after an occurrence of an actual breach, or the detection of an imminent breach, with the date and time of the breach or detection of an imminent breach, description of actual or imminent breach, project number, project title, name of Grantee, and Grantee contact information.

15. Generally Accepted Laboratory Practices

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

16. External Investigations

Grantee shall ensure that the requirements of 34 U.S.C. section 10562(4) (which relate to independent external investigations into allegations of serious negligence or misconduct

by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

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

17. Use of Funds

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

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

18. Press Releases

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

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

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

excluding press releases and newsletters – whether published at the Grantee’s or government’s expense, shall contain the following statement:

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

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

(*) Grantee should contact the assigned CPJAD Criminal Justice Planning Specialist for the federal grant number.

20. Copyrights

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

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

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

SUBMITTED BY:

Signature: Tivoli S. Faamu Date: 3/25/19
Name: Tivoli Faamu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature: Tivoli S Faumu Date: 3/25/19
Name: Tivoli Faumu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES

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

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

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

<u>Tivoli S. Faauvu</u>	<u>Chief of Police</u>	<u>(808) 244-6300</u>
Name	Title	Phone

- (2) a procedure to ensure that beneficiaries or employees of funded subrecipients are aware that they may complain of discrimination directly to a subrecipient, to the Department of the Attorney General, or to the Office for Civil Rights.

- (3) a procedure to investigate the complaint. (The procedure may be an internal investigation or forwarding the complaint to the Department of the Attorney General, the OCR, or another appropriate external agency.)

- (4) a procedure to notify the Department of the Attorney General, Crime Prevention and Justice Assistance Division of the complaint. (The Department will forward the complaint information to OCR and may conduct an investigation of the complaint.)

- (5) a procedure to notify the Department of the Attorney General of the findings of the investigation.

SUBMITTED BY:

Signature:

Tivoli S. Faauvu

Date:

3/25/19

Name:

Tivoli Faauvu
(Head of Agency or Designee)

Title:

Chief of Police

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION

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

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

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

SUBMITTED BY:

Signature: Tivoli S Faumu Date: 3/25/19

Name: Tivoli Faumu Title: Chief of Police

Agency: Maui Police Department

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Maui Police Department	
Address: 55 Mahalani Street, Wailuku, Hawaii 96793	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 033608782	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Brandi Kaoni	
Telephone Number: 808-244-6448	E-Mail Address: brandi.kaoni@mpd.net

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> 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, Tivoli S. Faaumu [responsible official], certify that _____ the Maui Police Department [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 12/30/16 [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

TIVOLI S. FAAUMU, CHIEF OF POLICE
Print or Type Name and Title

Tivoli S. Faaumu
Signature

3/25/19
Date

INSTRUCTIONS

Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

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

Section B

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

Section C

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

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tivoli Fauumu, Chief of Police

Name and Title of Authorized Representative

Tivoli S. Fauumu
Signature

3/25/19
Date

Maui Police Department

Name of Organization

55 Mahalani Street

Address of Organization

Wailuku, Hawaii 96793

Instructions for Certification

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

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

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

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

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

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

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.