



POLICE DEPARTMENT

COUNTY OF MAUI



MICHAEL P. VICTORINO
MAYOR
MM/lu

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 *My*
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: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS

In accordance with Ordinance No. 4963, Bill 11 (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 Statewide Multi-Jurisdictional Drug Task Force (SMDTF) grant for the period of March 1, 2019 to December 31, 2019 in the amount of \$41,613.00.

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. Faaum
TIVOLI S. FAAUMU
Chief of Police

Enclosures

APPROVED FOR TRANSMITTAL

Scm
Acting Mayor
OFFICE OF THE
COUNTY CLERK

2019 MAY 21 AM 11:23
RECEIVED
Date

COUNTY COMMUNICATION NO. 19-236

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of March 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, Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U. S. C. §§ 3711 et seq., as amended (hereinafter "Act"), was enacted to make grants to states and units of local government, for use by the State or unit of local government to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following programs:

- (1) Law enforcement programs.
- (2) Prosecution and court programs.
- (3) Prevention and education programs.
- (4) Corrections and community corrections programs.
- (5) Drug treatment and enforcement programs.
- (6) Planning, evaluation, and technology improvement programs.
- (7) Crime victim and witness programs (other than compensation).

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

WHEREAS, Grantee, as an agency of the County of Maui, is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations, contained in the Edward Byrne Memorial Justice Assistance Grant (JAG) State Solicitation, 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) and the Acceptance of JAG Special Conditions attached hereto as Exhibit "A" and by reference incorporated herein. It is understood that this Contract includes

as a part hereof any rules, relevant directives or instructions issued by the United States or the Agency, including the provisions of the federal Office of Management and Budget's Uniform Guidance and the effective edition of the Department of Justice Programs' financial manual entitled "DOJ Grants Financial Guide."

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from March 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 Bureau of Justice Assistance, Part 200 Uniform Requirements, and the effective edition of the "DOJ Grants Financial Guide."

2. Grantee shall comply with all the ordinances, codes, rules and regulations of the Federal, State and local government which in any way affect its performance under this Contract.

3. Grantee shall provide for an independent audit of its activities on a periodic basis in accordance with Part 200 Uniform Requirements.

4. Prior to, or concurrently with the execution of this Contract, if so required by Agency, Grantee shall complete, execute and submit to Agency a Certification Regarding Drug-Free Workplace Requirements which meets the requirements of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, U.S.C., Title 41, Chapter 10, §702), hereinafter referred to as the "Drug-Free Workplace Certification." A copy of the Drug-Free Workplace Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Drug-Free Workplace Certification are true at the time this Contract is executed and will remain true throughout the entire term of this Contract and any extensions, and that Grantee shall fulfill all the requirements set forth therein. Grantee's execution and submission of a false Drug-Free Workplace Certification, or Grantee's violation of any or all of the requirements set forth therein shall entitle Agency to suspend one or more payments under this Contract, and/or terminate this Contract pursuant to the provisions of Section N of this Contract. Grantee warrants that it is aware that such false certification or violation of the requirements contained in the Drug-Free Workplace Certification shall subject the State of Hawaii to government-wide

suspension or debarment, or other sanctions which, in turn, shall result in the withdrawal of funds from Grantee and/or the unavailability of future funding for Grantee.

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

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

7. Prior to, or concurrently with the execution of this Contract, if so required by Agency, Grantee shall complete, execute and submit to Agency a Certification Regarding Lobbying, hereinafter referred to as the "Lobbying Certification." and any subsequent disclosure forms required under Section 1352, Title 31 U. S. C. A copy of the Lobbying Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Lobbying Certification are true at the time this Contract is executed and will remain true throughout the entire term of the Contract and any extensions, and that Grantee shall fulfill any and all terms and conditions set forth therein.

8. Grantee shall comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 which prohibits discrimination in employment and in the delivery of services or benefits on the basis of race, color, national origin, religion, or sex; Title VI of the Civil Rights Act of 1964 which prohibits discrimination in the delivery of services or benefits on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 which prohibit discrimination in employment and in the delivery of services or benefits based on disability; Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in

training or educational programs; the Age Discrimination Act of 1975 which prohibits discrimination in the delivery of services or benefits on the basis of age; the Department of Justice regulations implementing the above-referenced statutes at 28 C.F.R. Part 42, subpts. C, D, G, and I, 28 C.F.R. Part 35, and 28 C.F.R. Part 54; Exec. Order No. 13279, 28 C.F.R. Part 38 (equal protection of the laws for faith-based and other neighborhood organizations); Exec. Order No. 13166 and U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; the Hawaii State Fair Employment Practices Act, Chapter 378, Hawaii Revised Statutes; and all other applicable federal and state laws, rules and regulations.

9. Grantee assures Agency that if it is required to formulate an Equal Employment Opportunity Program in accordance with 28 C.F.R. §§ 42.301 et seq. it will submit a certification to Agency that a current program is on file.

10. Grantee shall maintain accounting procedures and practices acceptable to Agency, and books, records, documents and other evidence which sufficiently, accurately and properly reflect all direct and indirect expenditures and all interest or other income earned as the result of funds provided pursuant to this Contract. Grantee shall ensure that its own books, records, and documents are available for inspection, reviews or audits at

all reasonable times by Agency or the United States Department of Justice. In addition, Grantee shall prepare and submit to the Agency reports in such form and at such times as Agency or the Bureau of Justice Assistance 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 Bureau of Justice Assistance is closed.

11. The final drawdown for funds must be received by Agency within thirty (30) days after the date this Contract terminates.

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

13. Grantee shall submit progress reports as required for the Act funds to Agency as stipulated under Part IV. of the Application for Grant, Attachments, Acceptance of JAG 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 forty-one thousand six hundred thirteen and 00/100 dollars (\$41,613.00) to be spent for the purposes of this Contract. This sum represents any and all compensation to be paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses which it incurs or may incur in connection with this Contract.

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

H. METHOD OF PAYMENT.

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

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

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

b. All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes, which specifies the accounting procedures and controls applicable to payments out of the Treasury of the State of Hawaii.

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

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

I. INDEMNIFICATION.

1. It is strictly understood that the State of Hawaii shall in no way be held liable for any damages, cause of action or suits resulting from the acts, activities, or omissions of Grantee. Grantee shall indemnify and save harmless the State of Hawaii, Agency, and their officers, agents, and employees from and against any and all liability, loss, actions, claims, suits, damages, costs or expenses, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of Grantee, its officers, employees, agents, or subcontractors occurring during or in connection with the performance of Grantee's services under this Contract, or arising out of or resulting from breach of this Contract by Grantee. Grantee shall defend the State of Hawaii, Agency, and their officers, agents, and employees against any such action or claim unless the action or claim involves an act or omission solely of Agency, its officers, agents, or employees.

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

3. The County of Maui will indemnify the State of Hawaii, Agency, and their officers, agents, and employees to the extent permitted by law, and it is understood that payment is subject to approval by the county council/or city council, as the case may be.

J. CONFIDENTIAL MATERIAL.

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Contract which is identified as proprietary or confidential information that Agency requests to be kept confidential shall be safeguarded by the Grantee and shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of Agency. Grantee shall submit a completed Privacy Certification for review and approval prior to the expenditure of funds for the collection of identifiable research/statistical data. All information, data, or other material provided by the Grantee or the Agency shall be kept confidential only to the extent permitted by law. Grantee shall comply with the requirements of Chapters 487J, 487N and 487R, Hawaii Revised Statutes as applicable.

K. COPYRIGHT AND PATENT.

The Agency shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Grantee pursuant to this Contract, and all such material shall be considered "works made for hire." No summary, report, map, chart, graph, table, study or other documents or discovery, invention, or development produced in whole or in part with funds made available under this Contract shall be the subject of an application for copyright or patent by or on behalf of Grantee, its officers, agents, or its employees, or its subcontractors without prior written authorization from Agency. To the extent that any material, summary, report, map, chart, graph, table, study, or other documents, or discovery, invention, or development under this Contract is not recognized as a "work made for hire" as a matter of law, Grantee hereby assigns to the Agency any and all copyrights in and to the material.

L. MODIFICATION OF CONTRACT.

Any modification, alteration, amendment, or change to this Contract other than to the "Application For Grant" (attached hereto as part of Exhibit "A") or to the period during which this Contract is in effect in Section B, including increases (subject to the availability of funds) or decreases in the amount

of compensation, permitted by this Contract shall be made by written supplemental agreement to this Contract and executed by Grantee and the Attorney General or the Attorney General's designee. Modifications, alterations or changes to provisions of the "Application For Grant" may be requested by Grantee, approved by the Administrator of the Crime Prevention and Justice Assistance Division on Agency's behalf, and made by substituting or inserting the revisions in Exhibit "A." Modifications, alterations or changes to the period during which this Contract is in effect may be requested in writing by Grantee or Agency, up to forty-five (45) days before the Contract would otherwise terminate, and shall be effective as of the date approved by the Administrator of the Crime Prevention and Justice Assistance Division (if requested by Grantee) or Grantee (if requested by Agency) and made by attaching a party's written request with the other party's written approval thereon to this Contract. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

M. CONFLICT OF INTEREST.

Grantee represents that it presently has no interest and promises that it shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services under this Contract.

N. TERMINATION OF CONTRACT.

1. If, for any cause, Grantee refuses or fails to satisfactorily fulfill in a timely or proper manner its obligations under this Contract or any extension thereof, or if Grantee breaches any of the promises, terms or conditions of this Contract and, having been given reasonable notice of and opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by Agency, Agency shall have the right to terminate this Contract by giving written notice to Grantee of such termination ten (10) calendar days before the effective date of such termination. The Grantee shall continue performance of the Contract to the extent it is not terminated. Notwithstanding termination of the Contract, and subject to any directions from the Agency, the Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Grantee in which the Agency has an interest.

2. Furthermore, Agency may terminate this Contract without statement of cause at any time by giving written notice to Grantee of such termination at least thirty (30) calendar days before the effective date of such termination.

3. In the event of termination of either type, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material prepared by

Grantee, under this Contract shall, at the option of Agency, become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and surrendered to Agency on or before the effective date of termination.

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

O. WAIVER.

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

condition or of the right to enforce the same as to any other or further violation.

P. DISPUTES; GOVERNING LAW; VENUE.

Any dispute concerning a matter of fact arising under this Contract or any subcontract, which is not disposed of by mutual agreement within fifteen (15) calendar days, shall be decided by the Attorney General, or the Attorney General's duly designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to Grantee. The decision of such person shall be final and conclusive. Pending final decision of such dispute, Grantee shall proceed diligently with the performance of this Contract in accordance with Agency's request. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Except as otherwise provided in this Section, any action to enforce this Contract or for breach of this Contract shall be brought only in a State court of competent jurisdiction in Honolulu, Hawaii.

Q. ADDITIONAL CONDITIONS.

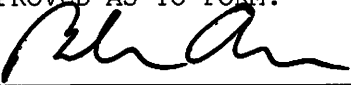
Additional conditions may be imposed upon Grantee by reducing them to writing and designating them as exhibits to

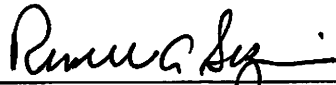
this Contract. Any such exhibit shall be attached hereto and thereby incorporated herein.

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


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

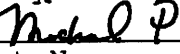
APPROVED AS TO FORM:


Deputy Attorney General, State of Hawaii

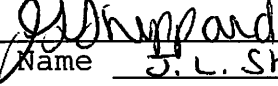
By 
Print Name Russell A. Suzuki
Its ~~Print Name~~ Deputy Attorney General
Date 5-7-2019

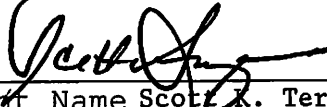
APPROVED RECOMMENDED:

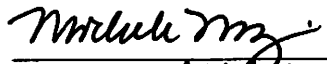
By 
Print Name Tivoli Faaumu
Title Chief of Police
Date 3/4/19

County of Maui ("Grantee")
By  ("GRANTEE")
Print Name Michael P. Victorino
Title Mayor
Date 3/27/2019

APPROVED AS TO FORM AND LEGALITY

By 
Print Name J. L. Sheppard
Title Deputy Corporation Counsel
Date 3/11/2019

By 
Print Name Scott K. Teruya
Title Director of Finance
Date MAR 14 2019

By 
Print Name Michelle M. Yoshimura
Title Budget Director
Date 3/8/19

**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
DEPARTMENT OF THE ATTORNEY GENERAL
APPLICATION FOR GRANT
FY 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART I. TITLE PAGE

- A. PROJECT TITLE: STATEWIDE MULTI-JURISDICTIONAL DRUG TASK FORCE (SMDTF)
- B. APPLICANT AGENCY: MAUI POLICE DEPARTMENT
SYSTEM FOR AWARD MANAGEMENT (SAM)
- C. REGISTRATION: ☒ Yes ☐ No DUNS No. 33608782
- D. APPLICATION RANKING WITHIN AGENCY: _____ (as determined by agency head)
- E. ADDRESS: 55 MAHALANI STREET City WAILUKU Zip 96793
PRIMARY PLACE OF MAUI Zip + 4
- F. PERFORMANCE: City COUNTY State HI digits 96793-
- G. PROJECT PERIOD: From March 1, 2019 To December 31, 2019
AUTHORIZED PROGRAM
- H. AREA: Law Enforcement Programs
Drug Threats and Drug Related Crime and
Incorporating multi-agency collaboration
- I. PRIORITY AREA:
- J. TYPE OF APPLICATION: New ☐ Continuation ☒
- K. TOTAL PROJECT AMOUNT: \$ 41,613
- L. OTHER FUNDING SOURCES:
Is the proposed project seeking other sources of funding? Yes ☒ No ☐ If yes, then provide name of
the source or grant program and the amount of funds that is being sought: Source HIDTA Amount
\$119,000
- M. PROJECT DIRECTOR
Name: Wade Maeda Title: Captain
Address: 55 Mahalani St. Wailuku, HI 96793
Telephone: 808-244-6456
E-Mail: wade.maeda@mpd.net
- N. FINANCIAL OFFICER
Name: Lesley Ann Uemae Title: Accountant II
Address: 55 Mahalani St. Wailuku, HI
Telephone: 808-244-6309
E-Mail: lesleyann.uemae@mpd.net

FOR CPJAD USE	
Date received: <u>2/5/2019</u>	Project Number: <u>17-DJ-04</u>

EXHIBIT A

**APPLICATION FOR GRANT
FY 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART II. DESCRIPTION OF PROJECT

A. THE PROBLEM

The importation and distribution of narcotics continues to be the main problem that plagues the State of Hawaii and its people. The use/abuse of illicit drugs are at the root of the following crimes that plague our State. Crimes against persons (assaults, terroristic threats, abuse, murder, etc) and crimes against property (thefts, burglaries, property damage, etc). It is my belief that if we can concentrate our efforts and reduce the importation and distribution of drugs we may be able to reduce the impact associated crimes have on our citizens and visitors alike. We need to send a clear message that the importation, distribution, sale, and use of illicit drugs will come with severe consequences.

This award gives Law Enforcement a fighting chance to battle these criminal activities. More now than ever, Law Enforcement agencies nationwide are expected to protect and serve their communities on budgets of years past and with constant budget cuts. This project provides task forces the opportunity to train their members on the latest in officer safety, new technology, methods of operation (of the DTOs), and provides specialty safety equipment not normally provided. It further provides funding to sustain long term investigations into the upper levels of these drug trafficking organizations (DTOs).

Below is a chart that we hope will provide a picture of the narcotics issues we have within Maui County. It should be noted that long term investigations affect statistics. Manpower gets consumed by the aforementioned.

2017	
Title III investigations	1
Search Warrants	184
Narcotics arrests(persons)	104
Narcotics invest.	656
Processed Marijuana	11,809.15g
Plants	128
Ecstasy	9units
Hashish	23.93g
Firearms	3
Monies/assets seized	\$179,424.39
Real property	\$0
Crystal Meth.	11,029.85g
Cocaine	1,513.08g
Heroin	6.44g
Pharmaceuticals	389
Steroids	384units

We, as a Law Enforcement community cannot surrender this battle against existing and

up and coming Drug Trafficking Organizations. We cannot surrender our families, friends, associates, and communities as a whole. This program plays a major role in this battle. Without funding assistance this task force would not be able to conduct long term and impactful enforcement operations into upper level drug trafficking organizations. For example, the Maui Task Force initiated several State Title III investigations within the last couple years. These investigations provided information that led to successful Title III investigations for the DEA and FBI alike. The task force completed a Title III investigation for 2017 and recently concluded another in 2018 where we were able to dismantle a long time local dto with international ties. We, by no means feel entitled to this funding. We are passionate in our efforts to protect our youth and our communities and appreciate your consideration and assistance.

A FEW OF THE MAUI TASK FORCE HIGHLIGHTS:

February 2017

February 15, 2017 task force members execute search warrants upon a residence and storage unit following an investigation into a drug trafficking organization. As a result of the aforementioned searches, members recovered the following; 1,374.79g (3lbs) cocaine / 864.61 (1.9lbs) crystal methamphetamine / 24.99g processed marijuana / 40cal Smith & Wesson semi-auto handgun with a loaded 15 round magazine / \$81,315.00 in U.S. currency / misc. drug para. / identification and financial records belonging to the target.

April 2017

April 12, 2017 task force members execute search warrants upon a vehicle following an investigation into a local drug dealer. following a search of the vehicle, members recovered 228.74g of crystal methamphetamine and misc. drug para.

June 2017

Following an investigation into a local drug dealer task force members executed several search warrants upon the target's person and vehicle. as a result of the search members recovered 466.34g of crystal methamphetamine / some processed marijuana / misc. drug para. / \$527.00 in U.S. currency.

August 2017

August 03, 2017 members of the task force executed 6 search warrants following a Title III investigation into a long time drug trafficking organization. As a result of the searches members recovered 28.19g cocaine / .35g crystal methamphetamine / \$69,369.00 in U.S. currency. Note: the aforementioned does not include narcotics seized during the investigation itself.

October 2017

Task force member received information from a narcotics informant regarding the location of several firearms. Members located a large bag at the location provided and recovered a Colt .45 semiautomatic pistol / AR-15 rifle / ammunition for the .45, .22 / 10 vials of suspected steroids / some processed marijuana.

Task force members execute search warrants upon a person and residence following an investigation into a local drug trafficker. As a result of the search, the following was recovered; 489.70g crystal methamphetamine / U.S. currency totaling \$36,160.00 / 2 money grams totaling \$1,300.00 / misc drug para.

NOTE: The aforementioned is just a few of the investigations and search warrants executed during calendar year 2017. Task force members are committed to their efforts in the fight against Drug Trafficking Organizations, their distributors, and users. Further, the majority of investigations conducted by the Maui Task Force involves a collaborative effort from Local, State, and Federal Law Enforcement Agencies.

B. GOALS AND OBJECTIVES

The overall goal of the SMDTF is to disrupt the flow of drugs through the coordination of operations, drug seizures, and the sharing of information, personnel, and resources. The purpose is to reduce drug availability, drug crime, and drug use. The apprehension of mid to high level distributors importing and distributing illegal narcotics into and within the State of Hawaii will be of high priority.

OBJECTIVES

Information and Intelligence Gathering

Objective 1: Ensure law enforcement agencies in different jurisdictions work together as a single enforcement entity with the ability to improve communication, share intelligence, and coordinate activities through a MOU.

Objective 2: Increase support personnel to assist other law enforcement agencies in the State of Hawaii during narcotic investigations as the need arises. Task force members will attend meetings to collaborate resources pertaining to narcotic investigations, interdictions, and missions. Task force agencies shall meet on a semi-annual basis. Note: the aforementioned to be inclusive of official and side bar meetings during the ICCIU Conference

Objective 3: Increase the ability to complete missions across Hawaii by participating in joint task force missions as needed. The Maui contingency hopes to participate in at least two (2) joint task force missions during the project period.

Specialized Training

Objective 4: Increase the knowledge of vice officers by providing (2-4) specialized trainings in topics pertaining to narcotic canine handling issues, conducting high quality narcotics investigations such as current drug trends, smuggling and distribution techniques, confidential informant development and management, officer safety, and State/Federal laws that impact the task force. (*safety procedures for the investigation, recognition, dismantling, and successful prosecution of marijuana cultivation.)

Investigations

Objective 5: Decrease the number of narcotic related criminals on the street by making a minimum of (150) narcotics related arrests.

Objective 6: Increase the drug seizures related intelligence by completing (150) new investigations.

Objective 7: Decrease the number of drug trafficking organizations in the community by disrupting and/or dismantling (10) DTOs.

Objective 8: Increase the parcel related intelligence by completing (30) new parcel investigations.

* Decrease the number of indoor marijuana grows cultivated in the community by investigating and dismantling at least (2) marijuana in-door grows.

Drug Seizures

Objective 9: Reduce the number of drugs on the street by seizing a minimum of (545 grams) of cocaine, (900) grams of crystal methamphetamine, (5) grams of heroin, and (250) diverted pharmaceutical pills.

Objective 10: Reduce the number of drug assets on the street by seizing weapons, vehicles, and U.S. currency as applicable.

Community drug Education and Awareness

Objective 11: Increase the knowledge of community members/groups by giving at least (4) presentations in drug demand reduction presentations at schools and in the community.

C. PROJECT ACTIVITIES

1. The participating task force agencies shall work in a coordinated effort in accordance with the Memorandum of Understanding (MOU) and will keep an updated copy at each department. The joint task force personnel from the Hawaii Police Department, Maui Police Department, Kauai Police Department, Honolulu Police Department, and State Narcotics Enforcement Division will continue to communicate through face-to-face meetings, telephone, and/or email as appropriate. Continue to participate and assist in interagency investigations involving local, state, and federal jurisdictions as needed. These meetings will be used to coordinate joint operations, training, share information and intelligence, and discuss other enforcement efforts.

2. The task force will direct their investigative efforts towards identifying and arresting those mid to high level individuals involved in narcotics related offenses. Personnel will accomplish this by using traditional, as well as new and innovative investigative methods and by cultivating, managing, and directing confidential informants and/or undercover officers to conduct certain activities in furtherance of narcotics investigations.

3. The task force will direct their investigative efforts towards identifying and

disrupting and/or dismantling drug trafficking organizations. Arresting and prosecuting mid-level dealers, high-level dealers, traffickers and Drug Trafficking Organizations (DTO's) will be the priority of the task force. Low-level dealers will sometimes be targeted in hopes of utilizing them and their information to infiltrate the upper-level dealers, traffickers and DTO's. Personnel will accomplish this by using traditional, as well as new and innovative, investigative methods and by cultivating, managing, and directing confidential informants and/or undercover officers to conduct certain activities in furtherance of narcotics investigations.

4. Task force members will direct their investigative efforts towards recovering illegal narcotics to include but not limited to cocaine, crystal methamphetamine, heroin, diverted pharmaceutical pills, marijuana and/or its derivatives, etc.

5. Training of personnel is an essential component to the drug enforcement program. Training will include attending conferences and workshops with topics that will be instrumental in increasing the attendees' knowledge, investigative abilities, and work performance. Training will also familiarize the narcotics' officers with current and up-to-date trends of various narcotics concerns (to include officer safety issues) and investigative techniques. Note: this to also include water safety, training related to helicopter operations, etc.

NOTE: The task force will look to implement the following. The Maui contingency has offered the use of our Title III monitoring rooms/stations and of course, manpower to our counterparts from HCPD, HPD, KPD, and NED respectively. All in an effort to curb costs associated with the purchase and maintenance of Title III equipment. We plan the following in state task force support/operations;

- Provide the monitoring room
- Provide manpower within the aforementioned room (to monitor calls)
- Provide manpower on said islands (for investigative purposes).
- Total cost for this is estimated at \$2,510.00 or \$1,255.00 per investigator.

6. Educating community members/groups about the narcotics-related topics is important in recognizing narcotics offenses. All too often community members are affected by narcotics use; they either become victims of a narcotics driven crime or the narcotics user is a family member/relative. Educating the community about narcotics-related topics will provide the community with an awareness of indicators to look for when narcotics use and/or distribution is suspected and inform them of the available steps to take when narcotics offenses are suspected.

7. Joint task force operations and missions will be coordinated by the respective Vice Division Commander at either the semi-annual or a special meeting (or as the need arises). The lead agency will be responsible for collecting and reporting the statistics from that joint task force mission. Each county will be responsible for their own expenses when their officers travel to another jurisdiction (i.e. airfare, ground transportation, per diem, etc.). Each officer will also follow their respective agency's "Use of Force" policy. The aforementioned as well as other areas are covered within the MOU. The MOU is reviewed on a yearly basis for any needed modifications.

8. Investigative efforts will be directed towards the identification and arrest of mid to high level drug traffickers and dealers for prosecutorial purposes. Search warrants,

buy/busts, controlled deliveries, wiretaps, etc, will be utilized as investigative tools to seize drugs, assets, arrest responsible parties, and disrupt and/or dismantle drug trafficking organizations. When available, we will provide other agencies with undercover police officer(s) for short or long term investigative efforts.

In the process of conducting drug investigations, enough evidence shall be collected to arrest suspects and to initiate prosecutorial procedures on a daily basis from the beginning of the project. The timeline for the project is the duration of this project.

9. This multi-jurisdictional task force represents a coordinated effort involving county police departments along with state and federal law enforcement agencies. Funding will allow the SMDTF to continue to conduct surveillance and covert operations to interdict drugs, arrest drug dealers and couriers, seize monetary assets and property gained from the sale of narcotics. Funding will allow for continued intelligence and information sharing; training and assessment of canine drug dogs; joint operational planning; training to increase officer knowledge, effectiveness, safety; and opportunities to meet, work, and train with other state and national law enforcement agencies.

10. The task force looks to purchase equipment listed in the Budget Detail and Explanation portion of this submittal. It should be noted that equipment is purchased to supply new members or to replace damaged or worn equipment for existing members. Further, the requested equipment is not standard issued by the host department. They are specialty equipment needed for task force members to safely perform their duties.

TARGET POPULATION:

Arresting and prosecuting mid-level dealers, high-level dealers, traffickers, and Drug Trafficking Organizations (DTO's) will be the priority of the task force. Low-level dealers will sometimes be targeted in hopes of utilizing them and their information to infiltrate the upper-level dealers, traffickers, and DTO's.

Each active agency within the SMDTF will primarily serve their county's population or areas of responsibility. Reason being the agencies are separated by bodies of water and the local agency would have an intimate knowledge of their own communities' problems, strengths, and drug trends. The Maui County Police Department is also responsible for the islands of Lanai and Molokai. These drug traffickers and dealers have no boundaries. It is imperative that we work together.

GAINS/BENEFITS/IMPROVEMENT/IMPACT:

If the project is carried out as in past projects, it will undoubtedly make a significant impact in the County of Maui and the State of Hawaii. Drug traffickers and dealers will be taken off the streets as well as being placed in prison. The distribution of their poisonous products will be disrupted thus reducing the amount of drugs that are on our streets. Our communities will experience a better quality of life with less drugs available to poison our populace. Their illegally obtained assets would be forfeited, and monies from the forfeitures would benefit the criminal justice system by providing training, equipment, and capital improvement projects.

D. PROJECT ORGANIZATION AND MANAGEMENT

The Project Director shall be the Captain of the Vice Division. The Captain shall be responsible for the overall project. The Captain shall report to the Assistant Chief of the Investigative Services Bureau. The Financial Officer shall be the Accountant I of the Maui Police Department who shall be responsible for the timely submission of all financial reports relative to this project. Project accountability shall be maintained by the Project Director submitting monthly reports to the Assistant Chief of the Investigative Services Bureau for review. The monthly report will also be forwarded to the Financial Officer for cross referencing and review of expenditures. The Financial Officer will provide the Captain with financial reports for cross referencing.

E. PERSONNEL

All personnel assigned to this project will be employed full-time by the Maui County Police Department. There will be no hires for this project.

The Vice Captain is responsible for directing and managing the Vice Division which is responsible for narcotics investigations, gambling/morals investigations, and forfeiture investigations. The Captain is also tasked with managing and administering the grant projects.

The Vice Narcotics Lieutenant is responsible for the field operations of the Narcotics Unit, and he reports directly to the Vice Captain.

The two (2) Vice Narcotics and one (1) K-9 Sergeants who are responsible for the field supervision of the investigators and coordination of the drug investigations and marijuana eradication. They report directly to the Vice Narcotics Lieutenant.

The thirteen (13) Narcotics Officers are responsible for conducting drug investigations and eradication, and report directly to their Sergeants. Three of the 13 officers also have drug detector canines as collateral duty. Note: there is currently one vacancy.

The Gambling/Morals Sergeant is charged primarily with overseeing operations on the gambling/morals investigations. However, he is also assigned part-time to the Narcotics Unit and assists with narcotics surveillance, search warrant execution, mass arrests investigations, marijuana eradication, etc. He reports directly to the Vice Captain.

The three (3) Gambling/Morals Officers are responsible to conduct gambling/morals investigations, and reports directly to the Gambling/Morals Sergeant. However, they are also assigned part-time to the Narcotics Unit and assists with narcotics surveillance, search warrant execution, mass arrests investigations, marijuana eradication, etc. Note: there is currently one vacancy in this area.

The Forfeiture Sergeant is responsible for all of the department's forfeitures. However, he is also assigned part-time to the Narcotics Unit and assists with narcotics surveillance, search warrant execution, mass arrests investigations, gambling/morals investigations, marijuana eradication, etc. He reports directly to the Vice Captain.

The Technical Equipment Specialist is responsible for the maintenance, acquisition, repair, and replacement of the surveillance equipment. He/She also provides in-service training to the sworn officers for the Narcotics and the Gambling/Morals Units. However, he/she is also assigned part-time to the Narcotics Unit as most of the surveillance equipment is utilized by the Narcotics Unit. He reports directly to the Vice Captain.

The Intelligence Analyst is from the National Guard Counter-drug program charged with intelligence and statistical work for the Narcotics Unit, and reports directly to the Vice Captain. The analyst also is responsible to assist with the collection and reporting of the marijuana eradication statistics.

The Accountant II is responsible for many of the fiscal duties for the Maui Police Department, which include creating and filing grant fiscal reports and spread sheets. The Accountant II reports directly to the Manager of the Administrative Services Section.

No jobs would be saved or created should this project be approved.

F. BRIEF PERSONNEL BIOGRAPHIES

Lt. Jerald Perkett has been with the Maui Police Department for approximately 21 years, and has assumed his current assignment as the second in command (Lieutenant) for the Vice Division for the last 3 years.

Sgt. Keoki Santos has been with the Maui Police Department for approximately 12 years and serves in his role as a Narcotics Investigations Supervisor for about 4 months now.

Sgt. Nicholas Angell has been with the Maui Police Department for 21 years, and has assumed his position as the K-9 unit supervisor for over a year.

Ofc. Brandon Rodrigues has been with the Maui Police Department for approximately 13 years, and has been in his current assignment for about 8 years as a Narcotics Unit P.O. III investigator.

Ofc. Jaimie Wright has been with the Maui Police Department for approximately 16 years, and has been assigned to the Vice Division as a P.O. III investigator and canine handler for about 6 years.

Ofc. Halayudha Macknight has been with the Maui Police Department for approximately 13 years, and has been assigned to the Vice Division as a P.O. III investigator and canine handler for about 6 years.

Ofc. Lucas Hetzler has been with the Maui Police Department for approximately 7 years and has been assigned to the Vice Division as a P.O. III investigator in the Narcotics Unit for 2 years.

Ofc. Herman Marfil has been with the Maui Police Department for approximately 8 years

and has been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit for 2 years.

Ofc. Craig Stephens has been with the Maui Police Department for approximately 11 years and has been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit for 2 years.

Ofc. David Jacobkzak has been with the Maui Police Department for approximately 6 years and has been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit for 2 years.

Ofc. Mike Victorine, has been with the Maui Police Department for approximately 27 years, and has been in his current assignment with the Vice Division as a P.O. III investigator and canine handler for about 6 year. Victorine had previously held this position for about 9 years.

Ofc. Melvin Pigao has been with the Maui Police Department for approximately 8 years and has been assigned to his current position with the Narcotics Unit as a P.O.III investigator for 2 years.

Ofc. Alika Mullen has been with the Maui Police Department for approximately 7 years and has been in his current assignment with the Narcotics Unit as a P.O.III investigator for 3 years.

Ofc. Paul Feagai has been with the Maui Police Department for approximately 5 years and has assumed his position as a Vice Narcotics Unit investigator for 9 months.

Ofc. Wilfred Ahuna has been with the Maui Police Department for approximately 10 years and has recently joined the Vice Narcotics Unit investigator for 9 months.

Ofc. Aaron Souza has been with the Maui Police Department for approximately 8 years and has been in his current assignments with the Narcotics Unit as a P.O.III investigator for about 3 years.

Sgt. Michael Bates has been with the Maui Police Department for approximately 28 years. He has assumed his role as the Gambling/Morals unit supervisor for 2+ years. He previously served as a Police Officer III investigator in the Gambling/Morals Unit for about 9 years.

Ofc. Joseph DeloSantos has been with the Maui Police Department for about 6 years and has assumed his position as a Police Officer III investigator in the Gambling/Morals Unit for 2 years.

Ofc. Jerry Barrera has been with the Maui Police Department for 7 years and has assumed his position as a investigator with the Gambling/Morals Unit for 2+ years.

Ofc. Kahiapo Kauhaahaa has been with the Maui Police Department for 5 years and has recently assumed his position as a investigator with the Gambling/Moral Unit

Accountant II Lesley Uemae shall serve as the Financial Officer. She has been with the

Maui Police Department about 8 years and has a Bachelors degree in Accounting from the University of Hawaii. She also has four years experience conducting personal/company tax returns and audits for government departments and non-profit organizations.

Technical Equipment Specialist Jason Kohama has been an employee of the Maui Police Department for 7 years now as a technician within our radio shop. He has held this position for about 5 years.

Intelligence Analyst Lia Oyama has been with the Hawaii Air National Guard for 11 years and with the Counter Drug Program for 7 years.

Officers or Sergeants may be transferred into the Vice Division during the project period.

All job descriptions are on file with the Administrative Services Section, with the job description for the Intelligence Analyst on file with the Hawaii National Guard.

G. PARTICIPATING AGENCIES

The County/State Law Enforcement agencies participating in the SMDTF will conduct enforcement activities and training within their own counties. However, if the circumstances permit, the training can be offered to any of the task force personnel or other law enforcement personnel. They will also provide assistance on an "as needed" basis to the other participating agencies.

The SMDTF is comprised of the following primary county agencies:

- Maui Police Department
- Hawaii County Police Department
- Kauai Police Department
- Honolulu Police Department
- State Narcotics Enforcement Division

The task force may seek additional resources/assistance from other agencies and other task force groups in the event assistance is needed in an investigation. Following, are some of the aforementioned agencies and Task Force groups. The Drug Enforcement Administration, Federal Bureau of Investigation, Immigration Customs Enforcement, Hawaii National Guard, Alcohol Tobacco & Firearms, Hawaii's High Intensity Drug Trafficking Area (HIDTA), Hawaii Airport Task Force (HATF), Homeland Security, Hawaii's Air National Guard's Counter Drug Program, etc.

The aforementioned agencies will provide assistance and support in the form of personnel (for surveillance, investigations, etc.), air surveillance, equipment, training, and prosecution of suspects in either state or federal court.

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

Data collection will be conducted by the Project Director with the assistance of the Vice Lieutenant, Vice Forfeiture Sergeant, Vice Clerk, and Intelligence Analyst.

The expected results are to increase statistics related to the above listed performance measures which we hope will pay off in a reduction of illicit narcotics entering and victimizing our State

1. The number of joint task force meetings attended, where it was located, and dates of the meeting.
2. Copy of the MOU on file – date signed.
3. The number of persons arrested for narcotics related offenses.
4. The number of DTO's disrupted.
5. The number of DTO's dismantled.
6. The type, quantity in grams (including # of plants), and value of narcotics seized.
7. The number of officers trained and types/dates of training received.
8. The number of narcotics presentations given to community members/groups and the dates of said presentations.
9. Number of joint task force missions/investigations, dates of the missions, and county the mission took place.
10. Number of new investigations.
11. Number of closed investigations.
12. Number of parcel investigations.
13. Number of weapons, number of vehicles, and number of U.S. currency seized.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Performance Measures:

The Edward Byrne Memorial Justice Assistance Grant (JAG) requires grantees to report on specific Performance Measures for project activities. Refer to <https://ojpsso.ojp.gov>, to locate the performance measures to be reported on for the Law Enforcement Program Module.

I. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM AND SUSTAINABILITY PLAN

The task force concept has proven itself time and time again. The sharing of information, pooling of limited resources, and the collective efforts by law enforcement agencies from different local, state, and federal agencies have reduced the advantage these drug trafficking organizations once had. They counted on the fact that agencies would not communicate and share information that could be used against them. Collective efforts

have made the DTO's ability to move their product(s) more difficult. We look to reduce the amount of product being imported and the amount of new citizens exposed to these illicit drugs. Ultimately, the task force would like to disrupt/dismantle DTO's, develop prosecutorial cases, incarcerate responsible individuals, seize assets gained through illegal activities, and deter other DTO's. The seized assets could (and have been) be forfeited and proceeds used to fund law enforcement's efforts in the criminal justice system (training, equipment, capital improvement, etc).

The sustainability of this task force and its efforts are simple. Continue to pool resources (manpower, expertise, funding, etc.), Continue and ultimately improve communications with sister agencies to share information, educate/train investigators on new trends and safety issues, and continue to work vigorously to infiltrate upper level drug trafficking organizations. We do this to improve the quality of life for our residents and visitors alike.

Should funding for this project become non-existent, Law Enforcement throughout the State of Hawaii would have to request County funds absorb costs related to our operations. With budgets being the way they are, this may not be feasible. Narcotics enforcement operations and efforts would need to be adjusted relative to available resources. Unfortunately, this may cause a reduction in safety and effectiveness.

**APPLICATION FOR GRANT
FY 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

BUDGET DETAIL AND EXPLANATION

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	
Captain	1	97	10	970	
Lieutenant	1	78	15	1170	
Sergeant	5	60	50	3000	
P.O. III	14	50	176.70	8835	
Total Salaries and Wages					\$13,975
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					
C. Consultants/Contracts					
Scope of Consultant/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
	\$		<input type="checkbox"/> Consultant <input 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	
	\$			\$	
Total Consultants/Contracts					\$0

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	
Task Force Operations	\$			\$	
Airfare	200	4		\$800	
Per diem	22.50	4	19qtrs	\$1710	
Ground trans	50	2operators	4	\$400	
lodging Est. excess	150	4	2	\$1200	
	\$			\$	
CNOA Training Conf.	\$			\$	
Airfare	900	4		\$3600	
Per diem	906.25	4		\$3625	
Total Transportation and Subsistence					\$11,335

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	
Replacement of worn or damage TF member non-standard issued equipment (to include new tech safety/equipment for TF member operations)	22	\$641.95	\$14,122.90	
Total Equipment				\$14,123

G. Other Costs

	Quantity	Cost by Unit	Subtotal	
Registration for CNOA	4	545	\$2180	
Total Other Costs				\$2,180

H. Indirect Costs

	Base	Rate (%)	Subtotal	
	\$		\$	
Total Indirect Costs				\$0

TOTAL PROJECT COSTS \$41,613

BUDGET EXPLANATION:

A. Salaries and Wages

All of the positions listed are on the task force on a part time basis, to include a civilian position (Technical Equipment Specialist). The hourly rate listed is the average overtime hourly rate of each position. The Technical Equipment Specialist rate wasn't utilized in calculating the average overtime rate. His overtime is minimal and will be deducted from the P.O. III's overtime at a rate of \$32.00/hour. Total = \$6,800

Overtime will be utilized for surveillance, investigations, interrogations/interviews, report writing, etc. for drug cases. It should be noted that the individual totals for the overtime was obtained by multiplying the hourly rate by the number of hours for each respective rank

B. Fringe Benefits

The composite fringe benefit rate is at ____% for ____ (list positions). The rate consists of the following fringe benefit items and computed rates:

N/A

C. Consultants/Contracts

N/A

D. Transportation and Subsistence

Send 4 officers to supplement other task force agencies with on-going narcotics investigation operations (estimated 4 days).

Airfare $\$200.00 \times 4 = \800.00

Ground Transportation (vehicle rental) $\$50.00$ a day $\times 4$ days $\times 2$ operations = $\$400.00$

Per diem 19 quarters $\times \$22.50 \times 4$ officers = $\$1,710.00$

Excess Lodging $\$150 \times 2$ nights $\times 4$ officers = $\$1,200.00$.

Total = $\$4,110.00$

Send 4 officers to the California Narcotics Officers Association (CNOA) training conference.

Airfare $\$900.00 \times 4 = \$3,600.00$

Per diem 25qtrs. $\times \$36.25 \times 4 = \$3,625.00$

Total = $\$7,600.00$

E. Office Supplies

N/A

F. Equipment

Outfitting new task force members and the replacement of worn or damaged existing task force member non-standard issued equipment to include but not limited to non-standard issue Level IIIA body armor, tactical helmets, wet weather gear, footwear, camouflage/tactical wear, equipment bag, evidentiary recording/photo/video devices, binoculars, flashlights, etc.

22 task force members x \$641.95 each member = \$14,123.00(+or-) total.

Note: This is dependent upon need with regards to the normal transfer of members and the need of replacement equipment due to normal wear and tear.

G. Other Costs

Registration for CNOA training conference

\$545.00 x 4 = \$2,180.00

H. Indirect Costs

N/A

IV. Attachments

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF JAG 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 42 U.S.C. 3795a), 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. Grantee shall comply with all reporting, data collection, and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant Program.

Grantee shall complete BJA-required reports on-line using the Performance Measurement Tool (PMT). The on-line reporting system will require a username and password to log on. The username and password will be provided by CPJAD after the contract is executed. The PMT web address is <https://www.bjaperformancetools.org>

The BJA reporting periods and due dates are:

- January 1 - March 31 Due: April 15
- April 1 - June 30 Due: July 15
- July 1 - September 30 Due: October 15
- October 1 - December 31 Due: January 15

Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

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

The semi-annual reporting periods and due dates are:

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

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

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

Grantee shall promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

Mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov
Hotline: (contact information in English and Spanish): (800) 869-4499, or
Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

6. 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.

7. Federal Leadership on Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the CPJAD encourages Grantees and Sub-grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

8. 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://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

9. Information Technology Compliance

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

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. Integrity and Leadership Online Training for Task Force Projects

Grantee agrees that within 60 days of award for any law enforcement task force receiving these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through the BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training will address task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the Grantee. Additional information will be provided by BJA regarding required training and access methods via BJA's web site and Center for Task Force Integrity and Leadership.

13. Prohibited Conduct Related to Trafficking in Persons

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

The details of the Grantee’s obligations related to prohibited conduct related to trafficking in persons are posted on the 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.

14. General Appropriations-Law Restrictions

Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.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.

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

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

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

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>),

by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

16. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

The 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."

17. Restrictions on "Lobbying"

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.

SUBMITTED BY:

Signature: Tivoli S. Faumu Date: 3/4/19
Name: Tivoli Faumu Title: Chief of Police
Agency: Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF CONDITIONS

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

1. This project, upon approval, shall constitute an official part of Hawaii's Drug Control and System Improvement Formula Grant Program established under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690).
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: Tivoli S. Faumu Date: 3/4/19
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-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 Faaumu

Date:

3/4/19

Name:

Tivoli Faaumu

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

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

SUBMITTED BY:

Signature:

Tivoli S. Faaumu

Date:

3/4/19

Name:

Tivoli Faaumu
(Head of Agency or Designee)

Title:

Chief of Police

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION

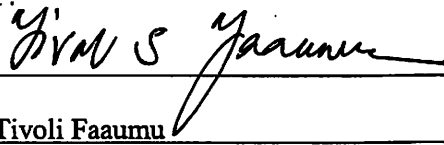
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- 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:



Date:

3/4/19

Name:

Tivoli Faumu

Title:

Chief of Police

Agency:

Maui Police Department



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tivoli Faaumu, Chief of Police

Name and Title of Authorized Representative

Signature

Tivoli S Faaumu

3/4/19
Date

Maui Police Department

Name of Organization

55 Mahalani Street

Address of Organization

Wailuku, HI 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.

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, HI 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: 33608782	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Wade Maeda	
Telephone Number: 808-244-6456	E-Mail Address: wade.maeda@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

3/5/19
Date

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

[illegible]

If additional space is necessary, please duplicate this page.

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.