

REQUEST FOR LEGAL SERVICES

Date: December 11, 2019
From: Michael J. Molina, Chair
Governance, Ethics, and Transparency Committee

TRANSMITTAL
Memo to: DEPARTMENT OF THE CORPORATION COUNSEL
Attention: David A. Galazin, Esq.

Subject: INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII, RELATING TO GRANTING OF FUNDS FOR THE VICTIMS OF CRIME ACT VICTIM ASSISTANCE GRANT PROGRAM, SPECIAL NEEDS ADVOCACY PROJECT (GET-35)

Background Data: Please review the attached revised proposed bill and, if appropriate, approve as to form and legality. A hard copy of the revised proposed bill is requested with your response.

Work Requested: [X] FOR APPROVAL AS TO FORM AND LEGALITY
[ ] OTHER:

Table with 2 columns: Requestor's signature (Michael J. Molina) and Contact Person (Lesley Milner, Telephone Extension: 7886)

- [ ] ROUTINE (WITHIN 15 WORKING DAYS)
[ ] PRIORITY (WITHIN 10 WORKING DAYS)
[ ] RUSH (WITHIN 5 WORKING DAYS)
[ ] URGENT (WITHIN 3 WORKING DAYS)

[ ] SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): December 11, 2019
REASON: For possible posting on December 20, 2019 Council meeting agenda.

FOR CORPORATION COUNSEL'S RESPONSE

Table with 3 columns: ASSIGNED TO (TAG), ASSIGNMENT NO. (2019-0065), BY (MA)

TO REQUESTOR: [ ] APPROVED [ ] DISAPPROVED [ ] OTHER (SEE COMMENTS BELOW)
[ ] RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE):

DEPARTMENT OF THE CORPORATION COUNSEL

Date 12-11-19

By [Signature] (Rev. 7/03)

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

BILL NO. \_\_\_\_\_ (2019)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII, RELATING  
TO GRANTING OF FUNDS FOR THE VICTIMS OF CRIME ACT VICTIM  
ASSISTANCE GRANT PROGRAM, SPECIAL NEEDS ADVOCACY PROJECT

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

SECTION 1. Purpose. The Department of the Attorney General, State of Hawaii ("Agency"), through the Special Needs Advocacy Project, will provide a maximum amount of \$649,880 to the Maui Department of the Prosecuting Attorney, through Contract Project Number 17-VA-01, as described and attached in Exhibit "1". The Agency is the designated State Administering Agency for purposes of disbursing federal funds to support or enhance state and local criminal victim assistance programs.

This grant award requires that the County provide matching funds in the amount of \$162,470.

Under Section 2.20.020, Maui County Code, unless authorized by ordinance, the Mayor must not enter into any intergovernmental agreement or any amendment which places a financial obligation on the county or any department or agency.

SECTION 2. Council authorization. In accordance with Section 2.20.020, Maui County Code, the Council of the County of Maui authorizes the Mayor to execute the Agreement, all other necessary documents relating to the Agreement, and any amendments.

SECTION 3. Effective date. This ordinance takes effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read 'D. Galazin', is written over a horizontal line.

DAVID A. GALAZIN

Department of the Corporation Counsel  
County of Maui

get:misc:035abill01

EXHIBIT " 1 "

Project Number 17-VA-01

C O N T R A C T

THIS CONTRACT, executed on the respective dates indicated below, is effective as of July 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 Department of the Prosecuting Attorney, which is identified as the applicant on the Exhibit "A" attached hereto.

WITNESSETH

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

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

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

WHEREAS, Grantee is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations, contained in the Victims of Crime Act Victim Assistance Final Program Guidelines, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R Part 2800 (together the "Part 200 Uniform Requirements");

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

WHEREAS, Grantee has demonstrated the capacity to provide the services, programs and activities described herein; has been selected for receipt of the federal funds as a Grantee under H.R.S. Chapter 103F, and is ready, willing and able to provide the required services, programs and activities;

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

A. SCOPE OF SERVICES.

Grantee shall, in a proper and satisfactory manner, as determined by Agency, and in accordance with the terms and conditions of this Contract, use the funds received under this Contract for the purposes stated herein and in accordance with the "Application For Grant" (Parts I through IV including all certifications required under Section C) and the

Acceptance of VOCA Special Conditions attached hereto as Exhibit "A" and by reference incorporated herein. It is understood that this Contract includes as a part hereof any rules, relevant directives or instructions issued by the United States or the Agency, including the provisions of the federal Office of Management and Budget's Uniform Guidance and the effective edition of the Office of Justice Programs' financial manual entitled "DOJ Grants Financial Guide."

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from July 1, 2019 to and including June 30, 2020 unless this Contract is sooner terminated as hereinafter provided or unless this Contract is extended in accordance with Section L. of this Contract.

C. PERFORMANCE REQUIREMENTS AND CONDITIONS.

1. Grantee shall comply with the guidelines set forth in the Act and all applicable federal regulations and guidelines, including but not limited to the provisions of the Final Program Guidelines published in the Federal Register, July 8, 2016, guidance issued by the Office for Victims of Crime, 28 C.F.R. Part 94, Part 200 Uniform Requirements and the effective edition of the "DOJ Grants Financial Guide."

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

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

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

under this Contract, and/or terminate this Contract pursuant to the provisions of Section N of this Contract. Grantee warrants that it is aware that such false certification or violation of the requirements contained in the Drug-Free Workplace Certification shall subject the State of Hawaii to government-wide suspension or debarment, or other sanctions which, in turn, shall result in the withdrawal of funds from Grantee and/or the unavailability of future funding for Grantee.

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

6. Prior to, or concurrently with the execution of this Contract, Grantee shall complete, execute and submit to Agency a Certification of Non-Supplanting, hereinafter referred to as the "Non-Supplanting Certification." A copy of the Non-Supplanting Certification shall be included in Part IV of the

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

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

8. Grantee shall comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 which prohibits discrimination in employment and in the delivery of services or benefits on the basis of race, color, national origin, religion, or sex; Title VI of the Civil Rights Act of 1964 which prohibits

discrimination in the delivery of services or benefits on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 which prohibit discrimination in employment and in the delivery of services or benefits based on disability; Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in training or educational programs; the Age Discrimination Act of 1975 which prohibits discrimination in the delivery of services or benefits on the basis of age; the Department of Justice regulations implementing the above-referenced statutes at 28 C.F.R. Part 42, subpts. C, D, G, and I, 28 C.F.R. Part 35, and 28 C.F.R. Part 54; Exec. Order No. 13279, 28 C.F.R. Part 38 (equal protection of the laws for faith-based and other neighborhood organizations); Exec. Order No. 13166 and U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; the Hawaii State Fair Employment Practices Act, Chapter 378, Hawaii Revised Statutes; and all other applicable federal and state laws, rules and regulations.

9. Grantee assures Agency that if it is required to formulate an Equal Employment Opportunity Program in

accordance with 28 C.F.R. §§ 42.301 et seq. it will submit a certification to Agency that a current program is on file.

10. Grantee shall maintain accounting procedures and practices acceptable to Agency, and books, records, documents and other evidence which sufficiently, accurately and properly reflect all direct and indirect expenditures and all interest or other income earned as the result of funds provided pursuant to this Contract. Grantee shall ensure that its own books, records, and documents are available for inspection, reviews or audits at all reasonable times by Agency or the United States Department of Justice. In addition, Grantee shall prepare and submit to the Agency reports in such form and at such times as Agency or the Office for Victims of Crime may require. Grantee shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter. Grantee shall submit monthly request for funds and cash balance reports fifteen (15) calendar days after the end of each month. The final fiscal reports must be received by Agency within sixty (60) days after the date this Contract terminates or unless mandated earlier by Agency. Records and financial accounts shall be retained by the Grantee and shall be accessible to Agency and the United States Department of Justice for at least three years after Agency's grant with the Office for Victims of Crime is closed.

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

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

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

14. If so required by Agency, Grantee shall certify to Agency that any expendable or nonexpendable personal property purchased or acquired with funds received under this Contract will be used for victim assistance purposes before title in such property may vest in Grantee. Grantee shall submit a certification to Agency within thirty (30) days after the date this Contract terminates. If a certification is not provided by Grantee, title to any personal property purchased or acquired with funds received under this Contract shall vest in Agency and such personal property shall be delivered to the Agency in good

working order upon expiration or sooner termination of this Contract.

15. Grantee shall ensure that One hundred sixty-two thousand four hundred seventy and no/100 dollars (\$162,470.00) are available as matching funds to provide the services under this Contract. Grantee shall maintain records which clearly and accurately show the source, amount and the timing of match contributions. If, at the end of the Contract period, Agency determines that Grantee does not have the required matching contribution, Grantee shall return all of the federal portion of the project cost for which the Grantee does not have the required match.

D. PERSONNEL.

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

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

E. SUBCONTRACTS.

Grantee may provide some or all of the services required under this Contract by subcontract provided that Grantee secures the prior written consent of Agency. In the event Grantee enters into a subcontract with a private organization to perform any of the services or activities required under this Contract, Grantee agrees that the period of each subcontract shall not exceed the term of this Contract, and funds to the private organization will not be released unless and until the requirements set forth in applicable state law and implementing rules are complied with by the subcontractor. All subcontracts shall include provisions to ensure that Grantee is capable of satisfying the requirements of this Contract. All subcontracts shall be reduced to writing and shall include all provisions of this Contract required of Grantee.

F. SERVICES AS INDEPENDENT CONTRACTOR.

1. In the performance of the services required under this Contract, Grantee shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Contract; however, Agency shall have the right to inspect work in progress to determine whether, in Agency's opinion, the work is being performed by Grantee in accordance with the provisions of this

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

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

G. COMPENSATION.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed Six hundred forty-nine thousand eight hundred eighty and 00/100 dollars (\$649,880.00) to be spent for the purposes of this Contract. This sum represents any and all compensation to be paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses which it incurs or may incur in connection with this Contract.

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

H. METHOD OF PAYMENT.

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

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

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

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

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

Agency notwithstanding Agency's preliminary determination of appropriateness and allowability.

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

I. INDEMNIFICATION.

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

the action or claim involves an act or omission solely of Agency, its officers, agents, or employees.

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

3. The County of Maui will indemnify to the 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.

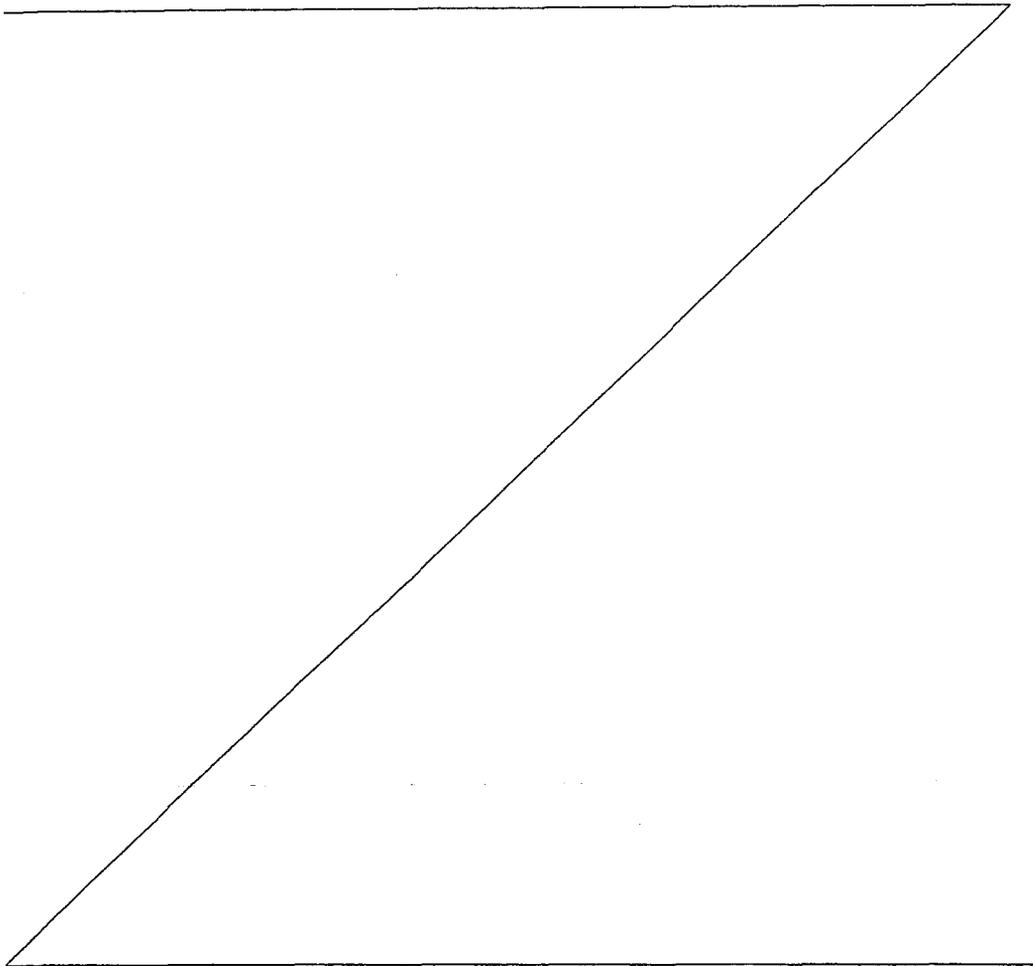
P. DISPUTES; GOVERNING LAW; VENUE.

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.





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

235 South Beretania Street, Suite 401  
Honolulu, Hawaii 96813

**APPLICATION FOR FY 2017 VOCA VICTIM ASSISTANCE GRANT  
PART I. TITLE PAGE**

- A. **PROJECT TITLE:** Special Needs Advocacy Project (SNAP)
- B. **APPLICANT AGENCY:** County of Maui, Department of the Prosecuting Attorney
- C. **SYSTEM FOR AWARD MANAGEMENT (SAM):**  Yes  No **DUNS No.** 830283169
- D. **ADDRESS:** 150 South High Street **City** Wailuku **Zip** 96793
- E. **LOCATION OF PROJECT:** County of Maui
- F. **PROJECT PERIOD:** **From** July 1, 2019 **To** June 30, 2020

G.

SOURCE OF FUNDS	PERCENT	AMOUNT
FEDERAL FUNDS	80%	\$ 649,880
MATCH FUNDS	20%	\$ 162,470
ADMINISTRATIVE FUNDS		\$ 1,000
<b>TOTAL</b>	<b>100% + ADMIN</b>	<b>\$ 813,350</b>

H. **PERFORMANCE MEASURES:**

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

I. **PROJECT DIRECTOR**

Name: Don Guzman Title: Prosecuting Attorney  
Address: 150 South High Street  
Telephone: 808-270-777 Fax: 808-242-0922 E-Mail: Donald.Guzman@co.maui.hi.us

J. **FINANCIAL OFFICER**

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

FOR CPJAD USE	
Date received: _____	Project Number: <u>17-VA-01</u>

**EXHIBIT A**

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

**A. THE PROBLEM**

In 2017, Maui County Prosecutors received 80 sex assault cases and 441 domestic violence cases, which includes child abuse/sex assault cases. In 2018, an increase of 581 domestic violence cases was reported with 400 of those cases being from Wailuku. Domestic Violence cases reported among the neighboring islands included (130) in Lahaina, (27) in Moloka'i, (11) in Lana'i, and (13) Hana with (13) domestic violence cases. The Department reports a total of 85 sex assault cases, one of those cases being the first sex trafficking case for Maui Prosecutors. There were a total of 1,819 Felony cases received by Maui Prosecutors, such cases included strangulation, robbery, and homicide cases. This does not account for unreported crimes that are due to language barriers, undocumented status, limited resources, fear of law enforcement and the lack of knowledge regarding services to crime victims. The United States Census Bureau lists the 2017 population for Maui County as 166,260. Currently, there are 8 victim witness counselors whose caseload range from 50 to 375 cases. One counselor has an active caseload of 376 plus with 75% of the cases in domestic violence and sex assault. Property crime is also on the rise, with over 175 cases last year compared to 160 cases the year before. No counselors are assigned to property crime cases unless victim support is requested by a deputy prosecutor. Due to the overwhelming number of person's crime, property crime victims lack victim service support. With only 8 victim/witness counselors to cover all three islands, there definitely is a need for more help with victims of crime. Continued VOCA funding will assist the Dept. of the Prosecuting Attorney in hiring victim witness counselors and improve resources and services to victims of crime throughout the County.

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

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

These needs consist of (a) victim/witness counselors who will make contact with victims and become a liaison between our office, law enforcement, and community crime victim service providers. In 2017 Victim Witness counselors provided over 2,200 outreach services to victims of crimes and referred over 2,725 victims of crime to other agencies for assistance (b) 24-hour crisis hotline for sexual assault victims in Lanai and Hana. Last year, Child Family Services

provided all crisis services to over 7,100 victims in the community including those calling into the hotline. However, CFS lacks personnel to provide in depth therapeutic services to sex assault victims in Hana and Lanai as reported by CFS and call-ins to Victim Witness Division. (c) 24-hour crisis hotline for domestic violence victims in Maui, Lanai and Hana. Women Helping Women through its shelter and program for victims of family violence provided emergency housing for over 350 women and children last year (estimated 8,500 bed days) and received over 6,150 crisis and informational calls from the community through their crisis hotline. However, WHW lacks personnel in these area to provide in depth domestic violence counseling to domestic violent victims in areas such as Molokai and Hana as reported by community and call ins into WHW and Victim Witness Division. (d) Counseling and emotional support within the criminal justice system for victims and their families on all three islands. Last year Victim Witness Division in the Prosecutors Department served over 4,600 victims of crime with 1,700 cases being of sex assault and domestic violence victims. Services included registration of victims with VINELink, a victim notification program, assisting victims with Crime Victim Compensation application and other connections to crime victim assistance programs. A total of over 1,200 victims were assisted in filling out Crime Victim Compensation forms and over 700 victims/witnesses were provided court accompaniment.

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

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

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

continue and the ability to provide a liaison between the victim and the community services needed for the healing/safety of the victim.

**B. GOALS AND OBJECTIVES**

**1. Goals**

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

**2. Objectives**

**GOAL A**

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

**GOAL B**

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

**GOAL C**

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

**GOAL D**

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

#### GOAL E

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

#### GOAL F

- h. Ensure that 100% of crime victim's especially domestic violence victims with children and sex trafficking victims receive emergency housing and relocation services in a determined emergency situation.

#### GOAL G

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

### PROJECT ACTIVITIES

(July 2019-June 2020)

1. Provide a full-time victim advocate answering the 24-hour SA hotline through Child and Family Services (CFS)

(July 2019-Sept 2019), (Oct 2019-Dec 2019), (Jan – March 2020), (April –June 2020)

2. CFS to report quarterly (July – Sept, Oct – Dec, Jan – March, April – June, 2020) their hotline calls for all and for calls from Molokai, Lanai and Hana.

3. (July 2019-June 2020) Provide a full-time victim advocate and two (2) part-time victim advocates answering the 24- hour DV Hotline through Women Helping Women (WHW) for crisis intervention counseling and advocacy to victims of domestic violence at the shelter

(July 2019 – Sept 2019), (Oct 2019 – Dec 2019), (Jan – Mar 2020) (April -June 2020)

4. WHW to report quarterly (July-Sept, Oct-Dec, Jan-Mar, April-June, 2020) their hotline calls for all and for calls from Molokai, Lanai, and Hana.

(July 2019 – Dec 2019) (Jan – June 2020)

5. CFS, WHW, PACT to report semi-annually (July-Dec. 2019, Jan-June 2020) victims served. PACT will report only sex trafficking victims

(July 2019 – Dec 2019) (Jan – June 2020)

6. CFS, WHW, PACT to report semi-annually victims referred. PACT will report only sex trafficking victims.

(July 2019 - Dec 2019) (Jan - June 2020)

7. Victim Witness Counselors assigned to sex assault, sex trafficking and domestic violence in Lanai, Hana, and Molokai will report semi-annually advocacy services in those areas

(July 2019- Dec 2019) (Jan - June 2020)

8. Victim Witness Counselors assigned to property crime in Lanai, Hana, and Molokai will report semi-annually advocacy services in those areas.

(July 2019 - Dec 2019) (January - June 2020)

9. Victim Witness counselors who serve sexual assault/sex trafficking and domestic violence victims in Maui County will report number of adults/victims served semi-annually contacted and provided services.

(July 2019- Sept 2019) (Oct-Dec 2020) (Jan-March 2020) (April - June 2020)

10. Victim witness counselor will meet with victims and assess their emergency situation and their safety.

(July 2019 - Sept 2019)(Oct-Dec 2020)(Jan-March 2020)(April-June2020)

11. Victim Witness counselor will go over victim's financial situation and determined if victim is incapable of providing emergency housing as well as relocation expenses and forward file to victim witness director for review and approval of emergency housing and/or relocation expenses.

(July 2019 - June 2020)

12. Victim Witness counselor/Director will verify other housing/relocation services (July 2019-Dec 2019) (Jan-June 2020)

13. Victim witness counselors will report number of adults/victims semi-annually requesting emergency housing.

(July-Dec 2019) (Jan-June 2020)

14. Victim witness counselors will report number of adults/victims semi-annually requesting relocation for safety purposes.

(July 2019 - June 2020)

15. Increase outreach to victims of crime by providing victim witness handbook at presentations or through request of crime victim direct providers or victim.

(July 2019 - June 2020)

16. Victim Witness counselors and direct service providers will attend local and national training to learn the trends and understand on underserved crime victims such as sex trafficking, immigrant victims, geographically isolated in areas like Hana, and those in the LGBTQQ (Lesbian, Gay, Bisexual, transsexual, queer, questioning) community.

(July 2019-Oct 2019)(Nov - Feb 2020) (March - June 2020)

17. Victim Witness Director and counselor will provide an annual minimum of three (3) public presentations including on Lanai, Molokai, and Hana to identify crime victims especially victims of trafficking and underserved population.

(July - Sept 2019)(Oct-Dec 2019)(Jan-March 2020)(April-June 2020)

18. Victim witness staff will report number of attendees to any victim crime presentations quarterly

(July - Dec 2019) (Jan - June 2020)

19. Victim witness staff will report number of crime victim community presentations

#### D. CONDUIT FUNDING

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

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

E. PROJECT ORGANIZATION AND MANAGEMENT

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

F. PERSONNEL

1. Victim advocate equivalent to 40 hours a week to provide 24-hour on call hired by Women Helping Women through purchase of services from the Department of the Prosecuting Attorney. VW Director will monitor and work closely with Women Helping Women to ensure proper victim services.
2. Clinical psychologist to provide therapy services to victims of sex assault on Maui, Molokai and Lanai. Victim advocate to provide 24-hour on call hired by Child Family Services through purchase of services from the Department of the Prosecuting Attorney. These positions are from Child and Family Service. VW Director will monitor and work closely with CFS to ensure proper victim services.
3. Victim/Witness Counselors hired by the Department of the Prosecuting Attorney, County of Maui. Permanent Civil Service.
4. Victim Witness will recruit volunteers interested in assisting victims of crime through the social work department of the University of Hawaii Maui campus as well as through public presentations. Maui County has a volunteer application form that will utilized for the hiring and tracking of all volunteers.

G. BRIEF PERSONNEL BIOGRAPHIES

SR-20-C Victim/Witness Counselor  
SR-20-C Victim/Witness Counselor  
SR-20-F Victim/Witness Counselor  
SR-22-D Victim/Witness Counselors

## H. PARTICIPATING AGENCIES

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

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

## I. PERFORMANCE INDICATORS/OUTCOME MEASURES

1. Women Helping Women will evaluate its services by:
  - the number of victims provided crisis intervention services and advocacy in Lanai, Molokai and Hana
  - 100% of DV victims requesting services through hotline are served
  - information provided in the Subgrant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY 17 grant period.

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

2. Child and Family Service will evaluate its services by:
  - the number of victims provided services to in Hana and Lanai
  - 100% of SA victims requesting services through hotline are served
  - information provided in the Subgrant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY 17 grant period.

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

3. Victim/Witness Assistance Division Counselors will evaluate its services by:
  - the number of victims served in Hana, Molokai and Lanai regions during project period
  - an additional 500 victims served from geographically isolated communities of Hana, Lanai and Molokai related to domestic violence, sex assault/sex trafficking and property crime.
  - the amount of attendance by crime related service providers in the trainings provided in Hana, Lanai and Molokai
  - three (3) sex assault/sex trafficking and crime victim trainings including Hana, Lanai and Molokai

- input from deputy prosecutors
- number of in-service training provided by attendees of local and national crime victim training
- summary of formal/informal feedback from victims'/service providers
- number of trainings attended throughout project period
- information provided in the Subgrant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY 17 grant period

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

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