

# REQUEST FOR LEGAL SERVICES

RECEIVED

RECEIVED  
CORPORATION COUNSEL

Date: December 11, 2019

From: Michael J. Molina, Chair  
Governance, Ethics, and Transparency Committee

TRANSMITTAL

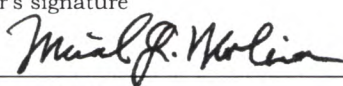
Memo to: DEPARTMENT OF THE CORPORATION COUNSEL  
Attention: David A. Galazin, Esq.

Subject: INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII, RELATING TO GRANTING OF FUNDS FOR THE STOP VIOLENCE AGAINST WOMEN FORMULA GRANT, DOMESTIC VIOLENCE INVESTIGATION (GET-36)

**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:

Requestor's signature  Michael J. Molina	Contact Person  Lesley Milner (Telephone Extension: 7886)
--	--

☐ [ ] ROUTINE (WITHIN 15 WORKING DAYS) ☐ [ ] RUSH (WITHIN 5 WORKING DAYS)  
☐ [ ] PRIORITY (WITHIN 10 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

ASSIGNED TO: <u>DAG</u>	ASSIGNMENT NO. <u>2019-0065</u>	BY: <u>mm</u>
-------------------------	---------------------------------	---------------

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  (Rev. 7/03)

EXHIBIT " 1 "

Project Number 17-WF-02

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 150 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 Exhibit "A" attached hereto.

WITNESSETH

WHEREAS, Title IV of the Violent Crime Control and Law Enforcement Act of 1994, 42 U. S. C. 3796 et seq., as amended (hereinafter "Act"), was enacted to make grants to states for developing and strengthening effective law enforcement and prosecutorial strategies and victim services in cases involving crimes against women. Offices and agencies of the state

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

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

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

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

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

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

- o taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order; and

(13) providing funding to law enforcement agencies, victim service providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote:

- o the development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as "Crystal Judson Victim Advocates," to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel;
- o the implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies such as the model policy promulgated by the International Association of Chiefs of Police ("Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project" July 2003); and

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

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

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

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

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



of sexual assault cases and the appropriate treatment of victims;

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

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

WHEREAS, Grantee is qualified to receive funds available to Hawaii under the Act and its respective implementing regulations contained in the STOP Violence Against Women Formula Grant Program Guidance, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and has applied to Agency for receipt of the same as a subgrantee;

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

WHEREAS, Grantee has demonstrated the capacity to provide the services, programs and activities described herein and is ready, willing and able to provide the required services, programs and activities;

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

A. SCOPE OF SERVICES.

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

B. TERM OF CONTRACT.

This Contract shall be in effect for the period from 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 guidance issued by the Office on Violence Against Women, Part 200 Uniform Requirements, and the effective edition of the "DOJ Grants Financial Guide."

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

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

4. Prior to, or concurrently with the execution of this Contract, if so required by Agency, Grantee shall complete, execute and submit to Agency a Certification Regarding Drug-Free Workplace Requirements which meets the requirements of

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

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

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

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

7. Prior to, or concurrently with the execution of this Contract, if so required by Agency, Grantee shall complete, execute and submit to Agency a Certification Regarding Lobbying, hereinafter referred to as the "Lobbying Certification," and any subsequent disclosure forms required

under Section 1352, Title 31 U. S. C. A copy of the Lobbying Certification shall be included in Part IV of the Application for Grant. Grantee covenants that the representations made in the Lobbying Certification are true at the time this Contract is executed and will remain true throughout the entire term of the Contract and any extensions, and that Grantee shall fulfill any and all terms and conditions set forth therein.

8. Grantee shall comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 which prohibits discrimination in employment and in the delivery of services or benefits on the basis of race, color, national origin, religion, or sex; Title VI of the Civil Rights Act of 1964 which prohibits discrimination in the delivery of services or benefits on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 which prohibit discrimination in employment and in the delivery of services or benefits based on disability; Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in training or educational programs; the Age Discrimination Act of 1975 which prohibits discrimination in the delivery of services or benefits on the basis of age; the Department of Justice regulations implementing the above-referenced statutes at 28 C.F.R. Part 42,

subpts. C, D, G, and I, 28 C.F.R. Part 35, and 28 C.F.R. Part 54; Exec. Order No. 13279, 28 C.F.R. Part 38 (equal protection of the laws for faith-based and other neighborhood community organizations); Exec. Order No. 13166 and U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; the Hawaii State Fair Employment Practices Act, Chapter 378, Hawaii Revised Statutes; and all other applicable federal and state laws, rules and regulations.

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

10. Grantee shall maintain accounting procedures and practices acceptable to Agency, and books, records, documents and other evidence which sufficiently, accurately and properly reflect all direct and indirect expenditures and all interest or other income earned as the result of funds provided pursuant to this Contract. Grantee shall ensure that its own books, records, and documents are available for inspection, reviews or audits at all reasonable times by Agency or the United States Department of Justice. In addition, Grantee shall prepare and submit to the Agency reports in such form and at



such times as Agency or the Office on Violence Against Women may require. Grantee shall submit quarterly financial reports fifteen (15) calendar days after the end of each calendar quarter. Grantee shall submit monthly request for funds and cash balance reports fifteen (15) calendar days after the end of each month. The final fiscal reports must be received by Agency within sixty (60) days after the date this Contract terminates or unless mandated earlier by Agency. Records and financial accounts shall be retained by the Grantee and shall be accessible to Agency and the United States Department of Justice for at least three years after Agency's grant with the Office on Violence Against Women is closed.

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

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

13. Grantee shall submit progress reports as required for the Act funds to Agency as stipulated under Part

IV. of the Application for Grant, Attachments, Acceptance of VAWA Special Conditions.

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

15. Grantee shall ensure that eighteen thousand three hundred twenty-one and 00/100 dollars (\$18,321.00) are available as matching funds to provide the services under this Contract. Grantee shall maintain records which clearly and accurately show the source, amount and the timing of match contributions. If, at the end of the Contract period, Agency determines that Grantee does not have the required matching contribution, Grantee shall return all of the federal portion of the project cost for which Grantee does not have the required match.

D. PERSONNEL.

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

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

E. SUBCONTRACTS.

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

capable of satisfying the requirements of this Contract. All subcontracts shall be reduced to writing and shall include all provisions of this Contract required of Grantee.

F. SERVICES AS INDEPENDENT CONTRACTOR.

1. In the performance of the services required under this Contract, Grantee shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Contract; however, Agency shall have the right to inspect work in progress to determine whether, in Agency's opinion, the work is being performed by Grantee in accordance with the provisions of this Contract. All persons hired or used by Grantee shall be Grantee's agents and employees and Grantee shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by its agents and employees. Furthermore, Grantee intentionally, voluntarily, and knowingly assumes the sole and entire liability if such liability is determined to exist, to its agents and employees or to third persons, for all loss, cost, damage or injury caused by Grantee's agents and employees in the course of their employment. The performance of work under this Contract alone shall not be construed as employment with the State of Hawaii and shall not entitle Grantee's agents and employees to

vacation, sick leave, retirement, or other benefits directly afforded state employees by statutes. Grantee shall be responsible for payment of all applicable federal, state, and county fees which may become due and owing by the Grantee by reason of the Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. The Grantee also is responsible for obtaining all licenses, permits and certificates that may be required in order to perform this Contract.

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

G. COMPENSATION.

1. Subject to continuing availability of funds, Agency agrees to pay Grantee, for services satisfactorily performed under this Contract, a sum not to exceed fifty-four thousand nine hundred sixty-two and 00/100 dollars (\$54,962.00) to be spent for the purposes of this Contract. This sum represents any and all compensation to be paid to Grantee for any and all services it provides, and for any and all travel costs, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses which it incurs or may incur in connection with this Contract.

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

H. METHOD OF PAYMENT.

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

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

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

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

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

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

#### I. INDEMNIFICATION.

1. It is strictly understood that the State of Hawaii shall in no way be held liable for any damages, cause of action or suits resulting from the acts, activities or omissions of Grantee. Grantee shall indemnify and save harmless the State of Hawaii, Agency, and their officers, agents, and employees

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

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

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

J. CONFIDENTIAL MATERIAL.

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Contract which is identified as proprietary



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

K. COPYRIGHT AND PATENT.

The Agency shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Grantee pursuant to this Contract, and all such material shall be considered "works made for hire." No summary, report, map, chart, graph, table, study or other documents or discovery, invention, or development produced in whole or in part with funds made available under this Contract (collectively and individually "material") shall be the subject of an application for copyright or patent by or on behalf of Grantee, its officers, agents, or its employees, or

its subcontractors without prior written authorization from Agency. To the extent that any material, summary, report, map, chart, graph, table, study, or other documents, or discovery, invention, or development under this Contract is not recognized as a "work made for hire" as a matter of law, Grantee hereby assigns to the Agency any and all copyrights in and to the material.

L. MODIFICATION OF CONTRACT.

Any modification, alteration, amendment, or change to this Contract other than to the "Application For Grant" (attached hereto as part of Exhibit "A") or to the period during which this Contract is in effect in Section B, including increases (subject to the availability of funds) or decreases in the amount of compensation, permitted by this Contract shall be made by written supplemental agreement to this Contract and executed by Grantee and the Attorney General or the Attorney General's designee. Modifications, alterations or changes to provisions of the "Application For Grant" may be requested by Grantee, approved by the Administrator of the Crime Prevention and Justice Assistance Division on Agency's behalf, and made by substituting or inserting the revisions in Exhibit "A." Modifications, alterations or changes to the period during which this Contract is in effect may be requested in writing by

Grantee or Agency, up to forty-five (45) days before the Contract would otherwise terminate, and shall be effective as of the date approved by the Administrator of the Crime Prevention and Justice Assistance Division (if requested by Grantee) or Grantee (if requested by Agency) and made by attaching a party's written request with the other party's written approval thereon to this Contract. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

M. CONFLICT OF INTEREST.

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

N. TERMINATION OF CONTRACT.

1. If, for any cause, Grantee refuses or fails to satisfactorily fulfill in a timely or proper manner its obligations under this Contract or any extension thereof, or if Grantee breaches any of the promises, terms or conditions of this Contract and, having been given reasonable notice of and opportunity to cure any such default, fails to take satisfactory corrective action within the time specified by Agency, Agency

shall have the right to terminate this Contract by giving written notice to Grantee of such termination ten (10) calendar days before the effective date of such termination. The Grantee shall continue performance of the Contract to the extent it is not terminated. Notwithstanding termination of the Contract, and subject to any directions from the Agency, the Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Grantee in which the Agency has an interest.

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

3. In the event of termination of either type, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material prepared by Grantee, under this Contract shall, at the option of Agency, become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and surrendered to Agency on or before the effective date of termination.

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

O. WAIVER.

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

P. DISPUTES; GOVERNING LAW; VENUE.

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

Q. ADDITIONAL CONDITIONS.

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General, State of Hawaii

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

By \_\_\_\_\_

Print Name Dana O. Viola

Its First Deputy Attorney General

Date \_\_\_\_\_

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

By \_\_\_\_\_

Print Name Michael P. Victorino

Title Mayor

Date \_\_\_\_\_


By \_\_\_\_\_

Print Name \_\_\_\_\_

Title Director of Finance

Date \_\_\_\_\_

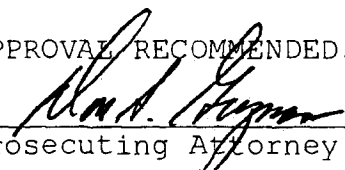
APPROVED AS TO FORM AND LEGALITY:

  
Deputy Corporation Counsel

APPROVAL RECOMMENDED:

\_\_\_\_\_  
Budget Director

APPROVAL RECOMMENDED:

  
Prosecuting Attorney

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

**APPLICATION FOR FY 2017 STOP VIOLENCE AGAINST WOMEN  
FORMULA GRANT**

**PART I. TITLE PAGE**

- A. PROJECT TITLE: Domestic Violence Investigation
- B. APPLICANT AGENCY: Department of the Prosecuting Attorney, County of Maui
- C. ADDRESS: 150 South High Street City Wailuku Zip 96793
- D. SYSTEM FOR AWARD MANAGEMENT (SAM): ☒ Yes ☐ No

DUNS No. 830283169

- PRIMARY PLACE OF  
E. PERFORMANCE: City Wailuku State HI Zip + 4 digits 96793-
- F. PROJECT PERIOD: From July 1, 2019 To June 30, 2020

- G. VAWA PROGRAM PURPOSE(S):
- |                             |                                       |                                       |                             |                             |                             |                             |                             |                             |                             |
|-----------------------------|---------------------------------------|---------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| 1 <input type="checkbox"/>  | 2 <input checked="" type="checkbox"/> | 3 <input checked="" type="checkbox"/> | 4 <input type="checkbox"/>  | 5 <input type="checkbox"/>  | 6 <input type="checkbox"/>  | 7 <input type="checkbox"/>  | 8 <input type="checkbox"/>  | 9 <input type="checkbox"/>  | 10 <input type="checkbox"/> |
| 11 <input type="checkbox"/> | 12 <input type="checkbox"/>           | 13 <input type="checkbox"/>           | 14 <input type="checkbox"/> | 15 <input type="checkbox"/> | 16 <input type="checkbox"/> | 17 <input type="checkbox"/> | 18 <input type="checkbox"/> | 19 <input type="checkbox"/> | 20 <input type="checkbox"/> |

- H. FUNDING PRIORITY AREA(S):
- |                                       |                            |                            |                            |                             |
|---------------------------------------|----------------------------|----------------------------|----------------------------|-----------------------------|
| 1 <input checked="" type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/>  |
| 6 <input type="checkbox"/>            | 7 <input type="checkbox"/> | 8 <input type="checkbox"/> | 9 <input type="checkbox"/> | 10 <input type="checkbox"/> |

I. TOTAL PROJECT COST:

SOURCE OF FUNDS	PERCENT	AMOUNT
Federal Funds	75%	\$54,962.00
Agency Match	25%	\$18,321.00
TOTAL	100%	\$73,283.00

J. PROJECT DIRECTOR

Name: Donald S. Guzman Title: Prosecuting Attorney

Address: 150 South High Street

Telephone: 808-270-7777 Fax: 808-270-7625

E-Mail: donald.guzman@co.maui.hi.us

K. FINANCIAL OFFICER

Name: Wendy Nobriga Title: Administrative Officer

Address: 150 South High Street

Telephone: 808-270-7594 Fax: 808-270-7625

E-Mail: wendy.nobriga@co.maui.hi.us

FOR CPJAD USE	
Date received: <u>JUN 05 2019</u>	Project Number: <u>17-WF-02</u>

**EXHIBIT A**



## APPLICATION FOR STOP VIOLENCE AGAINST WOMEN GRANT

### PART II. DESCRIPTION OF PROJECT

Note: This form does not provide spell check.

#### A. THE PROBLEM

The Department seeks to retain the services of a full-time Project Investigator to provide a higher level of follow-up services for the four (4) deputy prosecuting attorneys assigned to the Domestic Violence Unit. The Domestic Violence Unit prosecutors represent victims of domestic violence, of which 90% are women. The Department employs four (4) other investigators who service thirty-two (32) other prosecutors assigned to the various divisions, including victims of Domestic Violence. Without the services of a full-time Investigator, domestic violence cases would not have the follow-up services needed to prosecute perpetrators to the fullest extent for the severity of their crimes. The Department is committed to maximizing the number of convictions of perpetrators of domestic violence and views these cases as high priority.

The Department is applying for the FY 2017 STOP Violence Against Women Formula Grant to retain the Project Investigator position and seeks to maintain valuable follow-up services to affect a higher rate of convictions of perpetrators.

The Project Investigator provides an array of follow-up services exclusively for the Department's four prosecuting attorneys assigned to domestic violence cases in Maui County. The Project Investigator provided 4,910 follow-up services for 759 cases during the period 05/01/2018 to 04/30/2019 under the FY 2016 STOP VAWA Formula grant. The data was compiled for the 12 months of the grant period. (See Attachment "A" for a list of Investigator's follow-up services.) The Investigator serviced a minimum of 65 cases per month. Out of the 940 cases received/opened: 455 cases were charged, 102 cases were dismissed, and 357 cases were convicted. The conviction rate was 79% convicted as charged ( $357/455=79\%$ ). The Department is in the process of upgrading its Justware System and is working with the Vendor to assist with the reports for DV statistics. The anticipated completion date of the upgrade is August 1, 2019.

The Department determined that although obtaining videotaped statements from the victims/witnesses was implemented in the last several years, it was more effective for the Project Investigator to provide photos of injuries and 911 tapes for each case and will only videotape statements from victims and location property damage as needed. The demands of domestic violence cases has increased, thus requiring prosecutors to appear in court multiple times and even up to a year or more to settle a case due to defendants' attorneys strategies to prolong trials in the event that the victim will withdraw the charges. Due to prosecutors' multiple appearances in court, the Project Investigator must work collaboratively with each prosecutor and victim/witness counselor to obtain more information to effectively convict the perpetrator. In addition, the Project Investigator is tasked with writing investigative reports and retrieving media/communication type of evidence such as CADS/911, videos, and photographs from the Maui Police Department's criminal data information system, locate victims, obtain medical records, recover evidence from victims/witness, serve subpoenas, and other services as listed in Attachment A. The Project Investigator will support all domestic violence cases and will provide the photos and 911 calls for each case to the assigned prosecutor. This protocol has made the charging decisions more effective and efficient.

The Project Investigator plays an integral part in the Department's Domestic Violence Unit. In addition to providing photos and 911 tapes for the prosecutors, the Project Investigator accompanies the prosecutors when meeting with a victim outside of the Department's facility, and provides other services immediately upon request of the prosecutors. Ninety percent of initial screenings are held at the Victim/Witness Unit's facility. The interview is conducted by the prosecutor, with a victim/witness counselor, and the Project Investigator sits in to receive assignments from the prosecutor.

The DVU's triage process is to first put the victim at ease and to build trust between the victim and DVU staff before any strategic efforts can be made for the process of prosecution. Oftentimes the victims are distraught and anxious initially, so the prosecutor is not able to question the victim, nor can the Investigator photograph or videotape the session until the victim is willing to authorize the process. The DVU Unit will use the Project Investigator for videotaping on a case by case decision. Certain Deputy Prosecuting Attorney's prefer using videotaping and some prefer pictures. All video recordings are stored on the Project Investigator's computer. The Project Investigator is the only one that has access to their work computer. Each computer is secured by a user name and password specifically for that county employee. All Department building facilities are secured buildings where entry requires a Department of the Prosecuting Attorney's access card along with authorized fingerprint. Duplicated videotapes are used for Discovery purposes only and it is viewed by the person preparing the case and the defense attorney. Due to the prosecutors' multiple appearances in court, the Project Investigator must work collaboratively with the prosecutor and the victim/witness counselor to obtain more information to effectively convict the perpetrator.

The current disposition of statistics should be viewed with the understanding that there are many factors that impact the outcomes of domestic violence cases. These factors include: 1) victim not appearing at trial, 2) recanting, 3) adverse rules of judges, 4) jurors being sympathetic to domestic violence perpetrators, sometimes resulting in acquittal of cases despite prosecution having a strong case, and 5) insufficient or faulty police investigation.

The Department's Victim/Witness Unit and the DVU Unit work cooperatively with non-profit private organizations - Women Helping Women, Child & Family Service, PACT, and government agencies - the State Court System, Department of Human Services (Child Protective Services) and the Maui Police Department (MPD) Domestic Violence Unit. The Women Helping Women staff assist the Project Investigator in locating victims and referring victims to this Department's DVU to conduct follow-up services needed for trial preparation. The MPD's Domestic Violence Unit also works closely with the Project Investigator in providing other evidence and information not provided through their information database system.

The DVU prosecutors express their concerns that although perpetrators are convicted, the safety and well-being of the victims still remain at risk after prosecution when perpetrators are released. There are limited transient temporary housing options in Maui County and limited financial assistance for victims to pursue a life of normalcy and independence. It is speculated that the shortage of temporary housing, limited financial assistance, lack of employment, financial hardship, drug addiction, and poor self-esteem may contribute to many victims returning to their homes with the perpetrators. This has resulted in the cycling of domestic violence and perpetrators and reappearing in the court system.

B. GOALS AND OBJECTIVES

1. To strengthen prosecution of domestic violence cases by providing complete and thorough investigative services before court date of each case within the grant period.
2. Objectives:
  - a. The investigator will provide maximum follow-up services to 100% of the cases accepted for prosecution, serving up to at least 30 (unique) victims per month.
  - b. The investigator will provide photos of injuries and record 911 tapes for all incoming referrals.
  - c. 70% of the cases convicted will plead guilty before trial and settle due to the investigator's services within the grant period. Reports from Justware will show how many cases will plead guilty before trial.
  - d. To obtain a conviction rate of 60% of cases that were provided a maximum of follow up services and prosecuted during the grant period.
  - e. The investigator will continue collaboration efforts and meet with police counterparts and non-profit organizations, government agencies to ensure thoroughness of investigation and reduction of duplication of efforts on a monthly basis within the grant period.
  - f. The investigator will maintain close communication with the prosecutors on a daily basis to ensure the quality of investigative services and the effective impact on prosecution/conviction activities within the grant period.

C. PROJECT ACTIVITIES

1. A full-time Project Investigator exclusively to provide follow-up service for female victims of domestic violence cases will service up to at least 30 victims per month. The Project Investigator will conduct and complete assignments for cases exclusively in the area of domestic violence as directed by the Domestic Violence Unit Prosecutors assigned to domestic violence cases. The maximum number of services will be provided based on the individualized needs of each case. See Attachment "A" for a checklist of the array of services to be performed. The Project Investigator will assist in locating and/or contacting victims and witnesses, and serving subpoenas. The Investigator will team up with the Department's Victim/Witness Counselors in making follow-up visits to victims' homes in cases where there is serious injury or a repeat offense, property damage, and statements from victims and witnesses as needed. The Project Investigator will also testify as needed.
2. The Project Investigator will provide the Deputy Prosecutors with the maximum amount of evidence collected from the investigations to help build the strongest cases possible. It is anticipated that a 70% average of the cases investigated will be settled before trial due to the information provided to the DV prosecutors. Additionally, the Project Investigator will assist the prosecutors and the Victim/Witness counselors in locating and/or contacting victims and witnesses, making follow-up visits and serving subpoenas.

3. The Project Investigator will meet monthly with police counterparts in the MPD's Domestic Violence Unit, Records and Evidence sections, and Dispatch Center. Ongoing communication concerning individual cases will result in thorough initial investigations and strengthen prosecution. Close contact with the police will prevent duplication of assignments. The Investigator will also maintain relationships with agency personnel at the homeless shelter, the Paroling Authority, Child and Family Services, Child Protection Services, Women Helping Women, and PACT, who assist with locating victims.

Although the Project Investigator will be assigned to the Family Court Domestic Violence Unit, sex assault cases also fall within the scope of work encompassed by this program. These cases originate both from District Court and Circuit Courts, both misdemeanor and felony.

4. The Project Investigator will communicate (daily/weekly) with the prosecutors to review completed assignments and accept new assignments for investigative work. The process and procedures of the follow-up services as well as the transfer of information to the prosecutors will be reviewed and revised as needed.
5. The Project Investigator will continue to provide more than 4 follow-up services to assist the Deputy Prosecuting Attorney in obtaining a conviction rate of 60%. The Project Investigator will obtain this goal by locating the Victims, interviewing all witnesses, providing 911 recordings and assist the Deputy Prosecuting Attorney in doing a thorough investigation of the case assigned to them.

D. PROJECT ORGANIZATION AND MANAGEMENT

The Project Director's primary responsibility will be program management of the project and will ensure that the project outcomes are accomplished and that the grant funds are managed effectively. The Project Director will maintain grant files, and financial documents and project file will be available for inspection. The Department will submit quarterly reports by the fifteenth (15th) calendar day after the end of each month. The final fiscal report will be submitted within sixty (60) days after the date the contract end.

E. PERSONNEL

We are requesting one (1) Full-Time Investigator to be assigned for all DV cases in our office. See attached position description.

F. BRIEF PERSONNEL BIOGRAPHIES

The incumbent retired on 3/31/2019. The department reallocated this position to an Investigator III (SR-20) for recruiting purposes. This position was posted to fill open/competitive on May 12, 2019 and the recruitment closed on May 28, 2019. We had a total of fifteen (15) applicants. The Department of Personnel Services (DPS) will screen all applicants to see who are qualified for the position. Once that is completed, they will administer a test for all qualified applicants. DPS will then send us a certified list of applicants that we can interview. We anticipate hiring the new incumbent by July 1, 2019. Once hired, we will submit the new incumbent's resume.

G. PARTICIPATING AGENCIES

The DV Investigator works closely with the Maui Police Department's Domestic Violence Unit, Records and Evidence Section, and Dispatch Center. The Investigator discusses the case with MPD's Domestic Violence Unit, shares and picks up evidence, and discusses 911 recordings with dispatchers.

The DV Investigator will attend monthly meetings with Women Helping Women, Child & Family Service, PACT, State Court System, and Dept of Human Services (Child Protective Services) to establish a networking system and to discuss strategies on handling DV Cases.

The DV Investigator will work closely with the State Court System, by getting information on TRO's and doing research on past cases for appropriate charging decisions.

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

The Performance outcomes will be measured by the number of convictions resulting from the thorough and complete investigative services. Work activities of the DV Investigator will be tracked on a daily basis. Data on the number of cases accepted, the number of victims serviced, the type of follow-up services provided will be collected and entered in the Department's database. Case disposition statistics will be collected to determine outcomes of prosecution efforts. This will include the number of cases settled due to the investigator's efforts. Attachment "A" will be used for the reporting the type of follow-up services assigned to the DV Investigator, the total number of cases accepted during the grant period and cases serviced. Attachment "B" will be used to measure outcomes by disposition of cases.

I. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM

The impact of the Department's Domestic Violence Investigations Program is evident in the data collected including the increase in the number of cases receiving more follow up services that the defendants admit to offenses before trial due to the DV Investigator's services. The Department is encouraged that prosecution efforts will continue to be strengthened. The addition of the DV Investigator to the Department's Domestic Violence Unit is invaluable to the attorneys; it provides the support they need to make the best possible case, improves morale, and lessens the effect of attorney burnout common in domestic violence prosecution. The DV Investigator will provide thorough and complete follow-up investigative services, provide immediate photos of injuries and 911 tapes on all referrals for the prosecutors to assist with charging decisions and evidential information for hearings and trials. The DV Investigator will also meet regularly with MPD's Domestic Violence Unit and other stakeholders to continue to work on eliminating duplication of investigative efforts, improve teamwork, and promote accountability between the Department and all agencies involved with domestic violence. The DV Investigator's project activities will help to strengthen the cases for effective prosecution of perpetrators, improve favorable outcomes for victims, and send the message to the public that violence against women will not be tolerated.

ATTACHMENT "A"  
INVESTIGATOR'S DOMESTIC VIOLENCE CHECKLIST

**SUMMARY OF FOLLOW UP SERVICES**

- ☐ Contact Patrol Officer on Case
- ☐ Serve Subpoena on Victim
- ☐ Locate Victim
- ☐ Screen Case
- ☐ Photos of Injuries
- ☐ Victim Voluntary Written Statement
- ☐ Medical Release Signed
- ☐ Medical Records obtained
- ☐ Media Duplication (911's, MPD Photo and  
In house video duplication)
- ☐ Children Statement(s)
- ☐ NCIC, CJIS, MPD Records Search
- ☐ Participated in Team Interview With Victim
- ☐ Victim Witness Assistance
- ☐ Statement by Treating Physician/Nurse
- ☐ CPS notified
- ☐ Court Appearance
- ☐ Evidence picked up from MPD
- ☐ CADS
- ☐ Evidence returned to MPD
- ☐ Reports/memo to file
- ☐ Retrieve and record messages from victims telephone
- ☐ Declaration/Info Charging
- ☐ Other
- ☐ Photograph/video of Scene (includes victim Video interviewing)
- ☐ Obtain Signature Withdrawal of Prosecution
- ☐ Recover Evidence from victim/Witness
  
- ☐ Total Follow Up Services
- ☐ Total Number of Cases Worked
- ☐ Ave. Number of Cases/Month
- ☐ Ave. Number of Services/Case

## Attachment "B"

### Disposition Statistics for Domestic Violence Investigations Program

Period: \_\_\_\_\_

	<u>Cases</u>
Pending (from last reporting period)	_____
Cases Received	_____
Total cases opened during period by:	
Complaint	_____
Preliminary Hearing	_____
_____ Indictment	_____
_____ Information Charging	_____
Total Dispositions	
Total dismissed by:	
Prosecution	_____
Court prior to trial	_____
Total Acquitted	_____
Total Convicted By:	
Plea	_____
Trial	_____
Dispositions of Convictions	
Probation with No Jail incarceration	_____
Prison - regular term	_____
DAG/DANC	_____
Total Dispositions	_____
Probation Revocations Filed	_____
Revoked	_____
Denied/Withdrawn	_____

**INVESTIGATOR III (SR-20)**

**PAT-0031 (Grant Funded)**

**POSITION DESCRIPTION**

**DUTIES SUMMARY**

This position is located in the Prosecution and Trial Advocacy Program in the Department of the Prosecuting Attorney. This position conducts and completes investigative assignments for cases being considered and/or readied for court action, exclusively in the area of Domestic Violence.

**DUTIES OF THE POSITION**

Interview victims/witnesses as directed by attorneys for case preparation. Prepares 45%  
precise and complete reports to document any findings and/or conclusions. May  
transport victims/witnesses to court or department as requested. Testify in court  
proceedings, such as grand jury presentations, jury or non-jury trials, or hearings.  
Produces and identifies physical evidence. (a)(b)

Photograph or video tape physical evidence, crime and accident scenes. Convert,  
edit or redact digital evidence. Make duplicate copies for discovery. Prepares charts,  
diagrams and photo displays for court. Conduct background checks of individuals  
for investigative/trial/employment purposes. (a)

Serve various legal documents, which includes locating, identifying victims or  
witnesses (including homeless, transient, reluctant, non-reluctant  
witnesses/victims), by means of computer checks, postal checks, utility checks,  
employment/unemployment checks, welfare checks, neighbor checks, homeless  
shelters, campsites, etc., which may include climbing hills, walking rough terrain,  
and/or travel to remote areas. Obtain signatures from victims to authorize the  
release of medical information and/or to obtain Physician statements. Search audio  
database of 911 and dispatch calls, and record, duplicate and/or redact for discovery  
and trial preparation. Obtain Body Worn Camera video from Maui Police, and  
duplicate and/or redact as requested by attorneys. (a)(b)

Collect, compile, organize, record, photograph and/or photocopy case material and 45%  
documentary evidence. Pick up and transport evidence and/or documents or  
equipment to court for hearings/trials. Responsible for documentation of chain of  
custody for any evidence in Department's possession. May hand carry or mail  
evidence off-island for testing at laboratories or other agencies. Conduct follow-up  
requests for information relating to evidence test results. May be required to lift  
heavy (40+ lbs.) or bulky evidence, and employee may be required to bend and twist  
in order to lift, carry, and/or walk with evidence. (a)(b)



Assist in coordinating usage and maintenance for Departmental vehicles 10% equipment, which includes taking vehicles and equipment for servicing or repairs, taking vehicles to car wash and vacuuming vehicles. Prepares requisitions for repair or service of vehicles and equipment. (a)

Maintain logs for assignments and dispositions. Compile and maintain log of expert witnesses and areas of expertise. (a)(b)

Provide on call services, as needed, after business hours. Keep statistical data and compiles data for reports. Prepare time sheets. Perform other related duties as assigned. (a)

Attend DV Core meetings regularly, with fellow attendees from Maui Department of the Prosecuting Attorney, Maui Police, Women Helping Women and PACT. Maintain confidentiality of case and criminal history information. (c)

- (a) The performance of this function is the reason that the job exists.
- (b) The number of other employees available to perform this function is limited.
- (c) This function is highly specialized and employee is hired for special expertise or ability to perform this function.

**DEPARTMENT OF THE ATTORNEY GENERAL/CPJAD  
APPLICATION FOR GRANT**

**PART III. BUDGET DETAIL AND EXPLANATION**

**BUDGET DETAIL:**

COST ELEMENT					AMOUNT
<b>A. Salaries and Wages</b>					
Position Title	No. of Positions	Monthly rate	Subtotal		
Investigator III SR-20C 7/1/2019 to 6/30/2020	1	\$4,079	\$48,948		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
<b>Total Salaries and Wages</b>					\$48,948
<b>B. Fringe Benefits</b>					
Employee Benefits @58.26%					
Position Title	No. of Positions	Monthly Rate	Subtotal		
Investigator III	1	\$2,376	\$6,014		
7/1/2019 to 9/16/2019		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
Investigator III (Match)	1	\$2,376		\$18,321	
		\$		\$	
<b>Total Fringe Benefits</b>					\$24,335
<b>C. Consultant Services/Contracts</b>					
Scope of Consultant Service/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	
	\$			\$	
<b>Total Consultant Services/Contracts</b>					\$0

COST ELEMENT					AMOUNT
<b>D. Transportation and Subsistence</b>					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
<b>Total Transportation and Subsistence</b>					\$0
<b>E. Supplies</b>					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
<b>Total Supplies</b>					\$0
<b>F. Equipment</b>					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit		Subtotal	
		\$		\$	
<b>Total Equipment</b>					\$0
<b>G. Other Costs</b>					
	Quantity	Cost by Unit		Subtotal	
		\$		\$	
<b>Total Other Costs</b>					\$0
<b>H. Indirect Costs</b>					
	Base	Rate (%)		Subtotal	
	\$			\$	
<b>Total Indirect Costs</b>					\$0
<b>TOTAL PROJECT COSTS \$73,283</b>					

## **BUDGET EXPLANATION:**

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

The salary for the Investigator III position will be paid by grant funds at \$4,079/month x 12 months = \$48,948.

### **B. Fringe Benefits**

The composite fringe benefit rate is at 58.26% for the Investigator III Position (list positions).

The grant will cover 2.5 months of fringe benefits in the amount of \$6,014.00. The County will cover the shortfall of \$22,503. The Department will utilize \$18,321 of the fringe benefit amount that the county will cover as our obligated match.

See attached memo for County of Maui, Employee Fringe Benefit Rates. The fringe benefits will be the matching funds: 22.00% Employee's Retirement System, 7.65% Social Security/Medicare, .04% Unemployment, 2.03% Worker's Compensation, 17.59% Medical-Drug-Dental-Vision-Life, and 8.95% Other Post Employment Benefits for a TOTAL rate of 58.26%.

### **C. Consultant Services/Contracts**

N/A

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

N/A

### **E. Supplies**

N/A

### **F. Equipment**

N/A

### **G. Other Costs**

N/A

### **H. Indirect Costs**

N/A

ALAN M. ARAKAWA  
Mayor



MARK R. WALKER  
Director

JACK C. KULP  
Deputy Director

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

October 13, 2018

**MEMORANDUM**

TO: ALL DEPARTMENTS AND AGENCIES

SUBJECT: EMPLOYEE FRINGE BENEFIT RATES- CALENDAR YEAR 2019

The County of Maui has reviewed and revised the employee fringe benefit rates utilizing the actual cost data and salary base for the prior fiscal year which ended on June 30, 2018 (Fiscal 2018). These rates are to be used from January 1, 2019 through December 31, 2019 (Calendar 2019).

EMPLOYEE FRINGE BENEFIT RATES BASED UPON EMPLOYER'S CONTRIBUTION	Personnel (except Police & Fire) (b)		Police & Fire (a)(c)	
	1/1/19	7/1/19	1/1/19	7/1/19
Employee's Retirement System (ERS)	19.00%	22.00%	31.00%	36.00%
Social Security/Medicare	7.65	7.65	1.45	1.45
Subtotal	26.65%	29.65%	32.45%	37.45%
Unemployment	.04%	.04%	.04%	.04%
Workers' Compensation (c) Rate	2.03%	2.03%	2.03%	2.03%
Medical, Drug, Dental, Vision, Life	17.59%	17.59%	17.59%	17.59%
Other Post Employment Benefits (OPEB)	8.95%	8.95%	8.95%	8.95%
Total Employer's Contribution	55.26%	58.26%	61.06%	66.06%

**LEAVE BENEFITS**

Vacation	8.08%	8.08%	8.08%	8.08%
Sick	5.38	5.38	5.38	5.38
Holiday	5.38	5.38	5.38	5.38
Others (Admin Leave, Union)	.77	.77	.77	.77
Total Leave Benefits	19.61%	19.61%	19.61%	19.61%
Total Fringe Benefit Rate (OT & Straight Time)	74.87%	77.87%	80.67%	85.67%

(a) For Police & Fire personnel only: ERS rate = 31.00% + 1.45% (for Medicare) = 32.45. From July 1, 2018, the Police & Fire ERS rate increases from 31% to 36%.

(b) For NON-"Police & Fire" personnel, from July 1, 2018 the ERS rate increases from 19.00% to 22.00%.

(c) Please use the following Workers' Compensation rates for the following classifications: Refuse workers: 13.56%; Firefighters: 4.97%; Police Officers: 4.54%; Not Otherwise Classified: 5.05%

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

  
MARK WALKER  
Director of Finance

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM

CERTIFICATE OF COLLABORATION

*To be completed by applicant agency:*

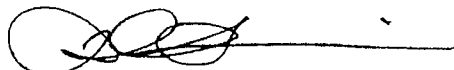
Applicant Agency: Dept of the Prosecuting Attorney, County of Maui

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

Please provide a brief description of the consultation with and/or collaborative relationship established between the applicant and the local victim services organization identified below: The Project Investigator will be in contact with the Women Helping Women staff to assist in locating victims and/or refer victims to this Department's DVU to conduct follow up services needed for trial preparation. They also contact victims and witnesses to keep them more engaged during prosecution. Representatives from the Department of the Prosecuting Attorney, County of Maui, meet regularly during interagency meetings to discuss how best to address abuse.

June 19, 2019

Date



Authorized Signature of Applicant Agency

---

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

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

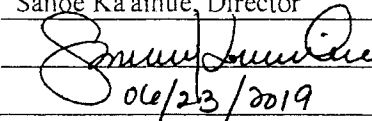
Name of Organization:

Women Helping Women

Name & Title of Signing Authority:

Sanoë Ka'aihue, Director

Signature:



Date:

06/23/2019

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

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

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

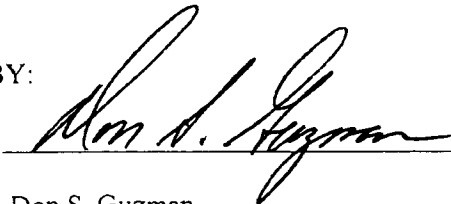
ACCEPTANCE OF CONDITIONS

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

1. This project, upon approval, shall constitute an official part of Hawaii's Violence Against Women Formula Grant Program established under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322.
2. Any grant awarded pursuant to this application shall be subject to and will be administered in conformity with:
  - (a) general conditions applicable to administration of grants under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322, as applicable;
  - (b) conditions applicable to the fiscal administration of grants under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322, as applicable;
  - (c) any special conditions contained in the grant award; and
  - (d) general and fiscal regulations of the Crime Prevention and Justice Assistance Division.
3. Any grant received as a result of this application may be terminated, or fund payment may be discontinued, by the Crime Prevention and Justice Assistance Division when it finds a substantial failure to comply with the foregoing provisions, the application obligations or for non-availability of funds.

SUBMITTED BY:

Signature:



Date:

9-30-2019

Name:

Don S. Guzman

Title:

Prosecuting Attorney

Agency:

Department of the Prosecuting Attorney, County of Maui



DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF VAWA SPECIAL CONDITIONS  
(for Government Contracts)

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

1. 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 submit a Semi-Annual Progress Report to the CPJAD every six (6) months following the calendar year. The progress reports are to cover activities that the Grantee has completed during that reporting period. The semi-annual reporting periods and due dates are:

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

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

4. The annual STOP report required by OVW shall be submitted to CPJAD by February 1 unless mandated earlier by 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](mailto:oig.hotline@usdoj.gov)

Hotline: (contact information in English and Spanish): (800) 869-4499, or

Hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig)

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 OVW Training Guiding Principles for Grantees and Sub-grantees, available at <https://www.ovw.justice.gov/ovw/grantees>

9. Duplicate Award of Federal Funds

Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this CPJAD award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this CPJAD award, the grantee will promptly notify, in writing, the assigned Criminal Justice Planning Specialist for this CPJAD award, and, if so requested by CPJAD, seek a budget or project narrative modification to eliminate any inappropriate duplication of funding. Further, the Grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be deobligated from this award and returned to CPJAD.

10. VAWA Federal Eligibility Requirements

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

11. Civil Rights Provision

Grantee shall comply with civil rights provisions prohibiting the excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW.

12. Non-Disclosure of Confidential or Private Information

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

13. 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.

14. Prohibited Conduct Related to Trafficking in Persons

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

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

15. 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://www.justice.gov/ovw/grantees> and are incorporated by reference here.

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

16. 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.

17. 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."

18. Restrictions on "Lobbying" and Policy Development

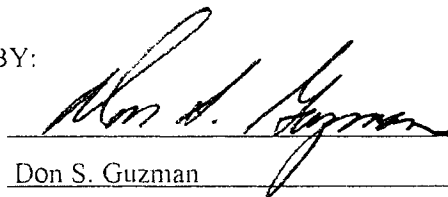
In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. Grantee, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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:



Date:

9-30-2019

Name:

Don S. Guzman

Title:

Prosecuting Attorney

Agency:

Department of the Prosecuting Attorney, County of Maui

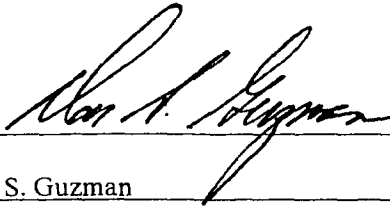
DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature:



Date:

9-30-2019

Name:

Don S. Guzman

Title:

Prosecuting Attorney

Agency:

Department of the Prosecuting Attorney, County of Maui

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION

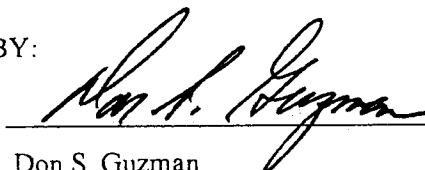
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- 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:

9-30-2019

Name:

Don S. Guzman

Title:

Prosecuting Attorney

Agency:

Department of the Prosecuting Attorney, County of Maui



## **CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES**

AG/CPJAD #30 6/2010



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.

Don S. Guzman, Prosecuting Attorney

Name and Title of Authorized Representative

Signature

Date

Department of the Prosecuting Attorney, County of Maui

Name of Organization

150 South High Street, Wailuku, HI 96793

Address of Organization

### **Instructions for Certification**

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

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

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

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

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

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

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

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

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

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

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

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

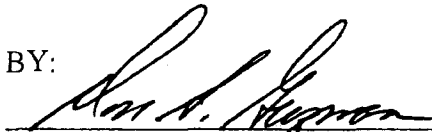
I certify that the Department of the Prosecuting Attorney, County of Maui (name of Grantee) will:

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

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

SUBMITTED BY:

Signature:



Date:

9-30-2019

Name:

Don S. Guzman

Title:

Prosecuting Attorney

(Head of Grantee Agency or Disgnee)

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

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

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

I certify that the Department of the Prosecuting Attorney, County of Maui (name of Grantee) will:

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

18 U.S.C. § 922(g)(8)-(9) states:

"It shall be unlawful for any person --

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

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

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

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

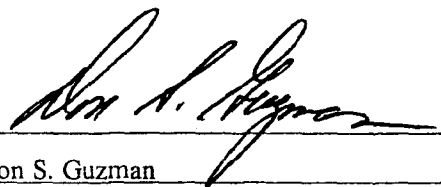
(9) who has been convicted in any court of a misdemeanor crime of domestic violence

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

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

SUBMITTED BY:

Signature:

  
Don S. Guzman

Date:

9-30-2019

Name:

Don S. Guzman

Title:

Prosecuting Attorney

(Head of Grantee Agency or Disgnee)

## CERTIFICATION FORM

### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: Department of the Prosecuting Attorney, County of Maui

Address: 150 South High Street, Wailuku, HI 96793

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

DUNS Number: 830283169

Vendor Number (only if direct recipient)

Name and Title of Contact Person: Don S. Guzman, Prosecuting Attorney

Telephone Number: 808-270-7777

E-Mail Address: donald.guzman@co.maui.hi.us

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

Please check all the following boxes that apply.

- ☐ Less than fifty employees. ☐ Indian Tribe ☐ Medical Institution.  
☐ Nonprofit Organization ☐ Educational Institution ☐ Receiving a single award(s) less than \$25,000.

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

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

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

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

Print or Type Name and Title

Signature

Date

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

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

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

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

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

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Print or Type Name and Title

Signature

Date

Don S. Guzman, Prosecuting Attorney

Don S. Guzman

9-30-2019

*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](mailto: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.