

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

BILL NO. 96 (2020)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE COUNTY OF MAUI TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII

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

SECTION 1. Purpose. The Department of the Attorney General, State of Hawaii ("Agency"), through the Crime Prevention and Justice Assistance Division, will provide a maximum amount of \$82,839 to the Maui Department of the Prosecuting Attorney, through Contract Project Number 18-WF-02, as more fully described in Exhibit "1", attached hereto and incorporated herein. The Agency is the designated State Administering Agency for purposes of disbursing federal funds to develop and strengthen effective law enforcement and prosecutorial strategies and victim services in cases involving crimes against women.

This grant award requires that the County provide matching funds in the amount of \$27,613.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

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

SECTION 3. Effective date. This ordinance shall take effect upon its approval. All action heretofore taken, not inconsistent with the provisions of this ordinance, is hereby ratified, approved and affirmed.

APPROVED AS TO FORM  
AND LEGALITY:

/S/Kristina C. Toshikiyo

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KRISTINA C. TOSHIKIYO  
Deputy Corporation Counsel  
County of Maui  
2020-1150  
2020-08-03 Ord IGA 18-WF-02

# EXHIBIT "1"

## AGREEMENT

by and between the

**DEPARTMENT OF THE ATTORNEY GENERAL**

and the

**DEPARTMENT OF THE PROSECUTING ATTORNEY**  
**COUNTY OF MAUI**

**Relating to Project No. 18-WF-02**

This Agreement ("Agreement") is effective as of July 1, 2020 ("Effective Date"), by and between the Department of the Attorney General, State of Hawaii ("Agency") and the County of Maui, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, ("Grantee") for the benefit of the Department of the Prosecuting Attorney, which is identified as the applicant on Exhibit "A" attached hereto (collectively, "the Parties").

### **RECITALS**

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;

WHEREAS, 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 twenty broad purpose areas;

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

WHEREAS, Agency applied for STOP Violence Against Women Formula Grant Program (VAWA) Funds in the form of a STOP VAWA award;

WHEREAS, on or about September 13, 2018, the Office on Violence Against Women ("OVW"), U.S. Department of Justice, awarded Agency \$1,129,162.00 in STOP VAWA Funds, Award No. 2018-WF-AX-0024 ("Award");

WHEREAS, Grantee is qualified to receive funds available to the State 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 submitted an application to Agency for receipt of the same as a subgrantee, a copy of which is attached hereto as Exhibit "A";

WHEREAS, Agency has reviewed Grantee's application for funds, and is satisfied that Grantee has demonstrated that it is ready, willing and able to perform the services described herein, and that Grantee is capable of using the requested federal funds appropriately; and

WHEREAS, Agency is satisfied that the requirements of the Award have been met for purposes of entering into this Agreement.

### **AGREEMENT**

NOW THEREFORE, the Parties, for and in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the receipt of which is hereby acknowledged, agree as follows:

#### **1. SCOPE OF SERVICES**

Grantee shall, in a timely and satisfactory manner, as determined by Agency, and in accordance with the terms and conditions of this Agreement, furnish all labor, materials, and equipment necessary to satisfactorily perform the services (hereinafter, "Scope of Services") described in Parts II and III of Exhibit "A," attached hereto and incorporated by reference herein.

#### **2. PROJECT PERIOD**

Grantee shall perform the Scope of Services within the project period ("Project Period") specified in Part I of Exhibit "A."

#### **3. TERM OF AGREEMENT**

The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on the date Agency accepts the final financial reports (Request for Funds and Cash Balance Report ("RFF") and Project Expenditures and Obligations Report ("PEO")) from Grantee under this Agreement ("Termination Date"), unless sooner terminated as provided herein or as otherwise agreed to in writing by the Parties.

#### **4. MATCHING FUNDS**

Grantee shall ensure that matching funds in the amount of twenty-seven thousand, six hundred thirteen and 00/100 dollars (\$27,613) is available for Grantee's use to perform the Scope of Services (hereinafter, "Required Matching Contribution"). Grantee shall maintain records which clearly and accurately show the source, amount, and the timing of match contributions. If, at the end of the Project Period, Agency determines that Grantee does not have the Required Matching Contribution, Grantee shall return all funds received from the Agency under this Agreement for which Grantee does not have the required match.

**5. REIMBURSEMENT**

(a) Subject to availability of funds, Grantee shall be reimbursed for all actual, allowable, allocable, and reasonable costs it incurs in performing the Scope of Services under this Agreement in an amount not-to-exceed eighty-two thousand, eight hundred thirty-nine and 00/100 dollars (\$82,839.00) (hereinafter, "NTE Amount"). Grantee acknowledges and agrees that it will not be reimbursed for any costs it incurs in excess of the NTE Amount in performing the Scope of Services under this Agreement.

(b) Grantee acknowledges and agrees that Agency's obligation to reimburse Grantee is subject to Agency's receipt of federal funds under the Award, and at no time shall this Agreement be construed as an agreement to reimburse or compensate Grantee with funds other than those which are received from the federal government. Grantee further acknowledges and agrees that federal funds under this Agreement will be used to supplement, but not supplant, state or local funds. Failure of Agency to receive anticipated federal funds shall not be considered a breach by Agency or an excuse for nonperformance by Grantee.

(c) In seeking reimbursement under this Agreement, Grantee shall submit to Agency:

- (i) A monthly RFF for costs it incurs in performing the Scope of Services under this Agreement within fifteen (15) calendar days after the end of each calendar month. Grantee shall submit to Agency its final RFF drawdown within thirty (30) calendar days after the end of the Project Period; and

Grantee shall submit to Agency its final RFF within sixty (60) calendar days after the end of the Project Period.

- (ii) A quarterly PEO within fifteen (15) calendar days after the end of each calendar quarter as follows:

- (A) For the January 1<sup>st</sup> through March 31<sup>st</sup> calendar quarter, the PEO is due April 15<sup>th</sup>;
- (B) For the April 1<sup>st</sup> through June 30<sup>th</sup> calendar quarter, the PEO is due July 15<sup>th</sup>;
- (C) For the July 1<sup>st</sup> through September 30<sup>th</sup> calendar quarter, the PEO is due October 15<sup>th</sup>; and
- (D) For the October 1<sup>st</sup> through December 31<sup>st</sup> calendar quarter, the PEO is due January 15<sup>th</sup>.

Grantee shall submit to Agency its final PEO within sixty (60) calendar days after the end of the Project Period.

Grantee expressly acknowledges that non-adherence to the above deadlines may result in the withholding of funds. Grantee shall continue to perform the Scope of Services during the period that payment is being withheld.

(d) If Agency determines that a RFF or PEO requires clarification and/or revision, Agency will notify Grantee and Grantee shall respond with the requested clarification and/or revised RFF or PEO within the time specified by the Agency. Grantee expressly acknowledges and agrees that Agency may withhold payment unless and until such time Agency determines that Grantee has adequately responded to Agency's request for clarification and/or revision.

(e) All funds available for use under this Agreement shall be subject to the allotment system as provided in Hawaii Revised Statutes Chapter 37.

(f) All payments shall be made in accordance with and subject to Hawaii Revised Statutes Chapter 40.

(g) If, at any time after payment is issued to Grantee under this Agreement, Agency determines that certain costs paid by Agency to Grantee were inappropriate or unallowable, Agency may either require that Grantee return an equivalent amount of monies to Agency or withhold an equivalent amount from any payments due and owing to Grantee.

(h) If, for any reason, Grantee is in possession of any funds provided to Grantee under this Agreement which were not encumbered by Grantee during the Project Period, all such funds shall be returned to Agency within ten (10) calendar days after the end of the Project Period.

(i) If, for any reason, Grantee is in possession of any funds provided to Grantee under this Agreement which Grantee encumbered during the Project Period, but which Grantee did not disburse within sixty (60) days after the end of the Project Period, all such funds shall be returned to Agency within ten (10) calendar days.

(j) If, at any time during the Term, Agency determines that Grantee is not complying with the conditions of this Agreement or satisfactorily fulfilling its obligations under this Agreement, Agency may withhold payments due and owing to Grantee until such time Agency reasonably determines that payment can be issued. Grantee shall continue to perform the Scope of Services during the period that payment is being withheld.

## **6. CERTIFICATIONS**

Prior to, or concurrently with the execution of this Agreement, Grantee shall execute and submit to Agency the certifications attached hereto as Exhibit "B" and incorporated by reference herein. Grantee covenants that the representations made in the signed certifications are true at the time this Agreement is executed and will remain true throughout the Term, including any extensions thereof, and that Grantee shall fulfill any and all terms and conditions set forth therein.

**7. CONFIDENTIAL MATERIAL**

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Agreement 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.

**8. 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 Agreement, 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 Agreement 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 Agreement 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.

**9. CONFLICT OF INTEREST**

Grantee expressly represents that at the time this Agreement is executed, it presently has no interest, either direct or indirect, that would conflict or adversely affect, in any manner or degree, its ability to satisfactorily perform the Scope of Services under this Agreement. Grantee covenants that this representation will remain true throughout the Term, including any extensions thereof.

**10. PROGRESS REPORTS**

Grantee shall submit progress reports as required for STOP VAWA funds to Agency as required by the Acceptance of VAWA Special Conditions in Exhibit "B." Grantee's obligation to submit progress reports to Agency shall survive the expiration or termination of this Agreement.

**11. COOPERATION WITH DATA COLLECTION; ASSESSMENTS**

Grantee expressly acknowledges and agrees that, if requested by Agency, Grantee shall cooperate with, participate in, and/or support any data collection efforts, assessments, or information requests involving or relating to Grantee's performance of the Scope of Services under this Agreement. Grantee's obligations under this section shall survive the expiration or termination of this Agreement.

**12. SUBCONTRACTING; ASSIGNMENT**

Grantee shall not subcontract or assign any portion of the Scope of Services under this Agreement without first obtaining the prior written approval of Agency. If Grantee obtains Agency's approval to enter into a subcontract, Grantee shall ensure that the subcontract is in writing signed by both parties, includes all required provisions, and that the term of the subcontract does not exceed the Project Period of this Agreement. Grantee shall also ensure that the subcontractor has complied with all applicable requirements and conditions before any funds are disbursed to the subcontractor.

**13. INDEPENDENT CONTRACTOR**

In the performance of the Scope of Services under this Agreement, Grantee shall be an independent contractor with the authority to control and direct the performance and details of the Scope of Services; however, Agency shall have a general right to inspect Grantee's work to determine whether, in Agency's opinion, Grantee is performing the Scope of Services in accordance with the terms and provisions of this Agreement. Grantee's employees and agents are not employees or agents of the Agency by reason of this Agreement, and Grantee's employees and agents shall not be entitled to claim or receive from Agency any vacation, sick leave, retirement, or other benefits directly afforded to employees of Agency. Grantee shall be responsible for the accuracy, completeness, and adequacy of Grantee's performance under this Agreement. Grantee shall be responsible for payment of any federal, state, and county fees which may become due and owing by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. Grantee shall also be responsible for obtaining any licenses, permits and certificates that may be required in order to perform the Scope of Services under this Agreement.

**14. INDEMNIFICATION**

Grantee shall defend, indemnify, and hold harmless the State of Hawaii, Agency, and their officers, agents, and employees from and against all liability, loss, actions, claims, suits, damages, and costs or expenses (including attorneys' fees) arising out of, relating to, or resulting from the acts or omissions of Grantee, its officers, employees, agents, subcontractors, and/or subgrantees under this Agreement; provided, however, that this provision shall not apply if Grantee is a State agency.

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.

The provisions of this section shall survive the expiration or termination of this Agreement.

#### **15. MODIFICATION OF CONTRACT**

(a) Modification by Mutual Agreement. At any time during the Project Period of this Agreement, the Parties may make modifications within the general scope of this Agreement by a written amendment signed by both Parties.

(b) Unilateral Modification by Agency. At any time during the Project Period, but no later than 45 days prior to the end of the Project Period, the Administrator of the Crime Prevention and Justice Assistance Division ("CPJA Administrator"), as the authorized designee of the Attorney General, may issue a unilateral written project grant modification notice which directs Grantee to make the following changes effective as of the date specified in the written notice, or if no date is specified, as of the date the written notice is approved (hereinafter, "Modification Notice"):

- (i) Changes in the Scope of Services within the scope of the Agreement;
- (ii) Changes in the Project Period that do not alter the scope of the Agreement;  
or
- (iii) Changes in Project Director or Financial Officer.

All Modification Notices issued by the CPJA Administrator shall be incorporated in and made a part of the Agreement. If the Parties agree that a Modification Notice increases or decreases Grantee's cost of performance of the Scope of Services under this Agreement, an adjustment to the NTE Amount shall be made by written amendment to the Agreement. If Grantee believes that it is entitled to an adjustment of the NTE Amount as a result of a Modification Notice, Grantee shall file a written claim within fourteen (14) calendar days after receipt of the Modification Notice or prior to final payment under this Agreement, whichever is shorter; provided, however, that the CPJA Administrator may extend such period for filing. The requirement for filing a timely written claim for an adjustment of the NTE Amount cannot be waived and shall be a condition precedent to the assertion of a claim. Failure of the Parties to agree to an adjustment of the NTE Amount shall not excuse Grantee from proceeding with the Agreement as changed by the Modification Notice. The right of Grantee to dispute the NTE Amount shall not be waived by its performance, provided Grantee timely files a written claim.

#### **16. TERMINATION FOR CAUSE; CONVENIENCE**

(a) Termination for Cause. If Grantee breaches any of its promises or fails to satisfactorily perform or fulfill its obligations under this Agreement, Agency may notify Grantee in writing of Grantee's breach or nonperformance under this Agreement (hereinafter, "Notice of Default"). If the breach or nonperformance is not cured within ten (10) calendar days of the

Notice of Default, or within some other time as may be specified by Agency, Agency may terminate Grantee's right to proceed with this Agreement or portion thereof by providing Grantee with a written notice of termination (hereinafter, "Notice of Termination for Cause"). The Notice of Termination for Cause shall be effective as of the date of such notice unless otherwise specified. The Grantee shall continue performance of the Agreement to the extent it is not terminated. Notwithstanding any other provisions to the contrary, Grantee shall not be relieved of liability to Agency for damages sustained by Agency because of Grantee's breach or nonperformance under this Agreement.

(b) Termination for Convenience. Agency may terminate this Agreement, in whole or in part, at any time when the interests of the Agency so require by giving written notice of such termination to Grantee (hereinafter, "Notice of Termination for Convenience"). The Notice of Termination for Convenience shall be effective as of the date of such notice unless otherwise specified. The Grantee shall continue performance of the Agreement to the extent it is not terminated.

(c) Grantee shall be entitled to be reimbursed for all allowable, allocable, and reasonable costs actually incurred up to and including the date of Grantee's receipt of the Notice of Termination for Cause or Notice of Termination for Convenience, whichever is applicable. Any costs incurred by Grantee after Grantee's receipt of such notice will be eligible for reimbursement only if they represent unavoidable or reasonable wind-down costs as determined by Agency in Agency's sole discretion.

(d) Notwithstanding the termination of this Agreement, and subject to any directions from Agency, Grantee shall take all timely, reasonable steps necessary to protect and preserve property in the possession of Grantee in which Agency has an interest.

(e) In the event of termination of this Agreement, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material developed or prepared by Grantee under this Agreement 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 within such time specified by Agency.

## **17. WAIVER**

The failure of Agency to insist upon strict compliance with any term, provision, or condition of this Agreement shall not constitute a waiver or relinquishment of Agency's right to enforce the same in accordance with this Agreement. In the event Agency is determined to have waived a term, provision, or condition of this Agreement, it is expressly understood and agreed that such waiver shall not constitute a waiver or relinquishment of Agency's right to enforce the same as to any other or further violation.

## **18. DISPUTES**

Any dispute arising under this Agreement which is not disposed of by mutual agreement

of the Parties 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 Agreement unless otherwise directed by Agency.

**19. GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

**20. SEVERABILITY**

Should any provision of this Agreement 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 Agreement.

**21. ENTIRE AGREEMENT**

This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between Agency and Grantee relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect.

**22. AUTHORITY TO ENTER INTO AGREEMENT**

Each Party represents and warrants to the other that it is duly authorized to enter into this Agreement and to fully perform its obligations hereunder.

**23. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**"Agency"**

DEPARTMENT OF THE ATTORNEY  
GENERAL, STATE OF HAWAII

APPROVED AS TO FORM:

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

By: Dana O. Viola  
Its: First Deputy Attorney General  
Date: \_\_\_\_\_

**"Grantee"**


DEPARTMENT OF THE PROSECUTING  
ATTORNEY, COUNTY OF MAUI

APPROVED AS TO FORM AND  
LEGALITY:

/s/Kristina C. Toshikiyo  
Deputy Corporation Counsel

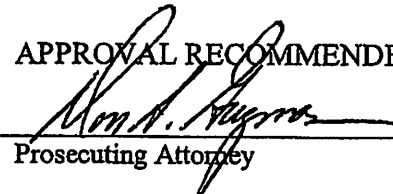
By: Michael P. Victorino  
Its: Mayor  
Date: \_\_\_\_\_

APPROVAL RECOMMENDED:

  
Budget Director

By: \_\_\_\_\_  
Its: Director of Finance  
Date: \_\_\_\_\_

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 2018 and FY 2019 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

E. PRIMARY PLACE OF PERFORMANCE: City Wailuku State HI Zip + 4 digits 96793-2157

F. PROJECT PERIOD: From July 1, 2020 To June 30, 2021

G. AUTHORIZED VAWA PURPOSE AREA(S): 1 ☐ 2 ☒ 3 ☒ 4 ☐ 5 ☐ 6 ☐ 7 ☒ 8 ☐ 9 ☐ 10 ☐  
11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☐ 16 ☒ 17 ☐ 18 ☐ 19 ☐ 20 ☐

H. FUNDING PRIORITY AREA(S): 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐  
6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

I. TOTAL PROJECT COST:

SOURCE OF FUNDS	PERCENT	FY 2018 AMOUNT	FY 2019 AMOUNT	TOTAL AMOUNT
Federal Funds	75%	\$82,839.00	\$0.00	\$82,839.00
Agency Match	25%	\$27,613.00	\$0.00	\$27,613.00
TOTAL	100%	\$110,452.00	\$0.00	\$110,452.00

J. PROJECT DIRECTOR

Name: Donald S. Guzman Title: Prosecuting Attorney

Address: 150 South High Street

Telephone: 808-270-7777 E-Mail: donald.guzman@co.maui.hi.us

K. FINANCIAL OFFICER

Name: John Moses Title: Account Clerk III

Address: 150 South High Street

Telephone: 808-270-7655 E-Mail: john.moses@co.maui.hi.us

**FOR CPJAD USE**

Date received: 4/1/20; 4/24/20; 6/29/20 Project Number: 18-WF-02

**EXHIBIT A**

## **APPLICATION FOR STOP VIOLENCE AGAINST WOMEN GRANT**

### **PART II. DESCRIPTION OF PROJECT**

#### **A. THE PROBLEM**

The Department seeks to continue the services of a full-time Project Investigator to provide a higher level of follow-up services for the prosecuting attorneys assigned to the Domestic Violence Unit. The Domestic Violence Unit prosecutors are assigned to represent victims of domestic violence of which a large majority are women. The Department employs four (4) other investigators who service approximately thirty-two (32) other prosecutors assigned to 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 2018 STOP Violence Against Women Formula Grant to continue 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 represent victims of domestic violence in Maui County. During the first six months of the 2017 STOP VAWA Formula grant period of 7/1/2019 to 12/31/19, the Project Investigator provided 1,553 follow-up services for 224 cases. See Attachment "A" for a list of Investigator's follow-up services. Out of the 224 cases received/open, 41 cases were dismissed and 143 cases were convicted.

The Department determined that instead of obtaining videotaped statements from the victims/witnesses 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 of location property damage, as needed. The increase in domestic violence cases has caused prosecutors to appear in court multiple times (even up to a year or more) to settle a case due to the defense attorney's strategies to prolong the trials (in the event the victim will withdraw the charges). Due to 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. In addition, the Project Investigator is tasked with writing investigative reports, 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 is given every domestic violence case which involves a female victim and will provide photos and 911 calls for each case to the assigned prosecutor. This procedure has made 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 and acts as a witness should the complaining witness recant.

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 victims are distraught and anxious and 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 basis. Some prosecuting attorneys prefer videotaping while others prefer only pictures. Duplicated videotapes are used for Discovery purposes only and are viewed by the defense attorney and the person prepping the case. The Project Investigator receives specialized training in the area of social networking that will enable the Investigator to assist the assigned prosecutors in conducting online research and investigation of unlawful and/or illegal online messages sent by perpetrators intended to intimidate, harass, and threaten victims of domestic violence.

The current disposition of statistics should be viewed with the understanding that there are many factors outside the control of the deputy prosecuting attorney handling a case. These include 1) failure of a victim to appear at trial, 2) recantation of a victim, 3) adverse rules of judges, 4) sympathetic attitudes of jurors to domestic violence perpetrators, sometimes resulting in acquittal of cases despite prosecution having a strong case, and 5) insufficient or faulty police investigation. In addition, approximately 20% of victims have come through this department multiple times and will withdraw their charges.

The Department's Victim/Witness Unit and DVU Unit works cooperatively with non-profit organizations including Women Helping Women, Child and Family Service, Parents and Children Together, along with government agencies including the State Court System, Department of Human Services (Child Protective Services) and the Maui Police Department (MPD) Domestic Violence Unit. The staff of Women Helping Women assist the Project Investigator in locating victims and refer victims to this Department's DVU to conduct follow-up services needed for trial preparation. MPD's Domestic Violence Unit also works closely with the Project Investigator in providing additional 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 when perpetrators are released. There are limited transient temporary housing options in Maui County and limited financial aid for victims to pursue a life of normalcy and independence. The shortage of temporary housing, limited financial aid, unemployment, financial hardship, drug addiction, and poor self-esteem, contribute to many female victims returning to their homes with the perpetrators. This has resulted in the recurrence of domestic violence perpetrators reappearing in the court system. Domestic violence against females in Maui County represents 99% of all domestic violence cases received on an annual basis.

**B. GOALS AND OBJECTIVES**

**GOALS**

1. To strengthen prosecution of domestic violence cases by providing complete and thorough investigative services before the court date of each case within the grant period.

**OBJECTIVES**

- 1a. The investigator will provide maximum follow-up services to 100% of cases accepted for prosecution.
- 1b. The investigator will provide photos of injuries and record 911 tapes for all incoming referrals.
- 1c. To obtain a conviction rate of 65% of cases that were provided a maximum of follow up services and prosecuted during the grant period.
- 1d. The investigator will continue collaboration efforts and meet with police counterparts, non-profit organizations, and government agencies to ensure thoroughness of investigation on a monthly basis within the grant period.
- 1e. 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**

A full-time Project Investigator will exclusively provide follow-up services for victims of domestic violence cases. 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. The maximum number of services will be provided based on the individualized needs of each case. See Attachment "A" for a checklist 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 victim's homes in cases where there is serious injury or a repeat offense, property damage, and to obtain statements from victims and witnesses as needed. The Project Investigator will testify as needed.

The Investigator will attend the National Domestic Violence Conference as on-going training and will attend presentations that provide solutions and/or best practices to address domestic violence.

The Project Investigator will provide deputy prosecutors with the maximum amount of evidence collected from investigations to help build the strongest case possible. 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.

The Project Investigator will meet with police counterparts in the MPD's Domestic Violence Unit, Records and Evidence sections, and Dispatch Center weekly. Ongoing communication concerning individual cases will result in thorough initial investigations and will 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 Service, Child Protection Services, Women Helping Women, and Parents and Children Together, 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.

The Project Investigator will communicate (daily/weekly) with the prosecutors to review completed assignments and accept new assignments for investigative work. Processes and procedures of follow-up services, as well as the transfer of information to the prosecutors, will be reviewed and revised as needed.

The Project Investigator will continue to provide follow-up services to assist the Deputy Prosecuting Attorney in obtaining a conviction rate of 65%. The Project Investigator will obtain this goal by locating the victims, interviewing all witnesses, providing 911 and body worn camera recordings, and assisting the deputy prosecuting attorney in doing a thorough investigation of the cases assigned to them.

**D. PROJECT ORGANIZATION AND MANAGEMENT**

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

**E. PERSONNEL**

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

**F. BRIEF PERSONNEL BIOGRAPHIES**

The incumbent transferred to a permanent position on 2/16/2020. This position was posted to fill in March, 2020. The Department of Personnel Services (DPS) has screened all applicants based on qualifications and has administered a test to all qualified applicants. A certified list of applicants has been forwarded to the department to interview. We are in the midst of the the COVID-19 pandemic and do not know when we will be able to interview and fill this position. Once hired, we will submit the new incumbent's resume for your file.

**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 locates 911 non emergency calls and radio transmissions from archived dispatch recordings.

The Investigator also works closely with the State Court System by obtaining information on TRO's and doing research on past cases for appropriate charging decisions.

Monthly meetings are held with Women Helping Women, Child & Family Service, Parents and Children Together, the State Court System, and the Department of Human Services (Child Protective Services) to establish a networking system and to discuss strategies on how to handle domestic violence cases.

#### **H. PERFORMANCE INDICATORS/OUTCOME MEASURES**

Performance outcomes will be measured by the number of convictions resulting from thorough and complete investigative services. Work activities of the Project 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 to report the type of follow-up services assigned to the Project 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 in which the defendants admit to offenses before trial due to the Investigator's services. The department is encouraged that prosecution efforts will continue to be strengthened. The addition of the Investigator to the Department's Domestic Violence Unit is invaluable to the attorneys because it provides the support they need to make the best possible case, improves morale, and lessens the possibility of attorney burnout which is common in domestic violence prosecution. The Investigator will provide thorough and complete follow-up investigative services, provide immediate photos of injuries and 911 recordings on all referrals that will assist prosecutors with charging decisions, and will provide evidential information for hearings and trials. The 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 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 violent behavior will not be tolerated and that effective action will be taken when violence against females occurs.

**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-20M 7/1/20 to 6/30/21	1	\$6,167	\$74,004		
Investigator III: Lump Sum Payment due to BU contract	1	\$	\$750		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
<b>Total Salaries and Wages</b>					<b>\$74,754</b>
<b>B. Fringe Benefits</b>					
Employee Benefits @65.39%					
Position Title	No. of Positions	Monthly Rate	Subtotal		
Investigator III Fringe @ approx. 2 months	1	\$4,033	\$8,085		
Investigator III (Match) @ approx. 6.85 months	1	\$4,033	\$27,613		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
<b>Total Fringe Benefits</b>					<b>\$35,698</b>
<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		
	\$		<input type="checkbox"/> Consultant <input type="checkbox"/> Contract		
	\$		<input type="checkbox"/> Consultant <input type="checkbox"/> Contract		
	\$		<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>					<b>\$</b>

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>					\$
<b>E. Supplies</b>					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal		
		\$	\$		
		\$	\$		
<b>Total Supplies</b>					\$
<b>F. Equipment</b>					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal		
		\$	\$		
		\$	\$		
<b>Total Equipment</b>					\$
<b>G. Other Costs</b>					
	Quantity	Cost by Unit	Subtotal		
<b>Total Other Costs</b>					\$
<b>H. Indirect Costs</b>					
	Base	Rate (%)	Subtotal		
	\$		\$		
	\$		\$		
	\$		\$		
<b>Total Indirect Costs</b>					\$
<b>TOTAL PROJECT COSTS</b>					\$110,452

## **BUDGET EXPLANATION:**

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

The salary for the Investigator III position will be paid for by grant funds at \$6,167/month x 12 months = \$74,004.

### **B. Fringe Benefits**

The composite fringe benefit rate is at 65.39% for the Investigator III position (list positions).  
The rate consists of the following fringe benefit items and computed rates:

24.00%	Employee Retirement System (ERS)
7.65%	Social Security/Medicare
0.14%	Unemployment Compensation
2.08%	Workers' Compensation
21.13%	Medical, Drug, Dental, Vision, Life
<u>10.39%</u>	Other Post-Employment Benefits
65.39%	TOTAL FRINGE BENEFIT

The total fringe benefit is \$48,391 or approximately \$4,033/month. The grant will cover approximately two months of fringe benefits in the amount of \$8,085. Approximately 6.85 months of fringe benefits in the amount of \$27,613 will be used to meet the County of Maui's 25% matching funds requirement.

### **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

**Attachment "A"**  
**INVESTIGATOR DOMESTIC VIOLENCE CHECKLIST**  
**Report Period:**

**SUMMARY OF FOLLOW UP SERVICES**

_____	INV01 Contact Officer on Case
_____	INV02 Serve Supoena on Victim
_____	INV03 Locate Victim
_____	INV04 Screen Case
_____	INV05 Photos of Injuries
_____	INV06 Victim/Witness Statement
_____	INV07 Medical Release Signed
_____	INV08 Medical Records Obtained
_____	INV09 Media Duplication (911's, MPD Photo and In House video duplication)
_____	INV10 Media Edit/Redact/Convert
_____	INV11 NCIC, CJIS, MPD Search
_____	INV12 Victim Team Interview
_____	INV15 VW Assistance
_____	INV16 Statement by Treating Physician/Nurse
_____	INV17 CPS Notified
_____	INV18 Court Appearance
_____	INV19 Arrest Processing Video Obtained
_____	INV20 Evidence picked up by MPD
_____	INV21 CADS
_____	INV22 Dash Cam Video Obtained
_____	INV23 Evid Return to MPD
_____	INV24 Reports/Memos to File
_____	INV25 Body Cam Video Obtained
_____	INV26 Retrieve and records messages from victims telephone
_____	INV28 Declaration/Info Charging
_____	INV29 Other
_____	INV30 Photograph/Video Scene
_____	INV31 Obtain Sig Withdrawal of Pros
_____	INV32 Recover Evidence from Vic Witness
_____	Total Follow Up Services     -
_____	Total Number of Cases Worked
_____	Average Number of Cases/Month
_____	Average Number of Services /Cases

**Attachment "B"**  
**INVESTIGATOR DOMESTIC VIOLENCE CHECKLIST**  
**Period:**

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.

## **Certifications**

- Acceptance of Conditions (AG/CPJAD #14)
- Acceptance of VAWA Special Conditions (AG/CPJAD #26)
- Certification of Non-Supplanting (AG/CPJAD #3)
- Certification of Non-Discrimination (AG/CPJAD #15)
- Certification Form – Compliance with the Equal Employment Opportunity Plan Requirements (OMB Control No. 1121-0340)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient) (OJP Form 4061/1)
- Certification Regarding Lobbying (AG/CPJAD #22)
- Certification of Non-Discrimination Complaint Procedures (AG/CPJAD #30)
- Certificate of Collaboration (AG/CPJAD #24)
- 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)

## **EXHIBIT B**

(VAWA FY 2018 (County) Rev. 4/2020)

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

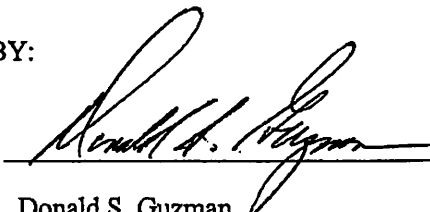
ACCEPTANCE OF CONDITIONS

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:

8-10-2020

Name:

Donald 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 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

**2. Applicability of Part 200 Uniform Requirements**

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

Grantee understands and agrees that CPJAD may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the

terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CPJAD awards.

### **3. Reporting Requirements**

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

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

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

The annual STOP report required by OVW shall be submitted to CPJAD by February 1 unless mandated earlier by CPJAD.

### **4. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination**

#### **28 C.F.R. Part 38**

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

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

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <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.

## 28 C.F.R. Part 54

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

### **5. 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 34 U.S.C. 12291(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.

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

Grantee and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award -- 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

Mail:           Office of the Inspector General  
                  U.S. Department of Justice

Investigations Division  
1425 New York Avenue, N.W.  
Suite 7100  
Washington, DC 20530

Hotline: (contact information in English and Spanish): (800) 869-4499, or  
Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at  
<https://oig.justice.gov/hotline>

**7. 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)**

Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

**8. Federal Leadership on Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the CPJAD encourages grantees and 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.

**9. Training(s)/Conference(s) Compliance**

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

Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Sub-grantees, available at <https://www.justice.gov/ovw/grantees#Resources>

**10. Duplicate Award of Federal Funds**

Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this CPJAD award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this CPJAD award, the grantee will promptly notify, in writing, the assigned Criminal Justice Planning Specialist for this CPJAD award, and, if so requested by CPJAD, seek a budget or project narrative modification to eliminate any inappropriate duplication of funding. 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.

**11. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters**

No Grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**12. Prohibited Conduct Related to Trafficking in Persons**

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

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

**13. General Appropriations-Law Restrictions**

Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://www.justice.gov/ovw/award-conditions> and are incorporated by reference here.



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

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

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

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

**15. 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.

**16. 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.

**17. Non-Disclosure of Confidential or Private Information**

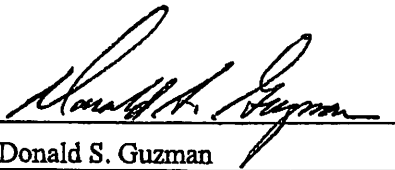
Grantee shall comply with provisions of 34 U.S.C. 12291(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Grantee shall also ensure that any subgrantees meet these requirements.

**18. Timely Expenditure of Funds**

If federal grant monies are not timely obligated or expended by Grantee, such monies may lapse and/or need to be returned to CPJAD. The lapsing and/or return of monies may adversely affect CPJAD's ability to secure additional federal grant monies, which is not in the State's best interest. It is therefore of the utmost importance that Grantee timely and properly obligates and/or expends funds made available under an awarded contract. Accordingly, should there be a substantial balance (50% or more) of unobligated funds remaining after the end of the first six months without adequate justification, CPJAD reserves the right to unilaterally reduce the amount of funds made available to Grantee for the remainder of the project period.

SUBMITTED BY:

Signature:

  
Donald S. Guzman

Date:

8-10-2020

Name:

Donald S. Guzman

Title:

Prosecuting Attorney

Agency:

Department of the Prosecuting Attorney, County of Maui

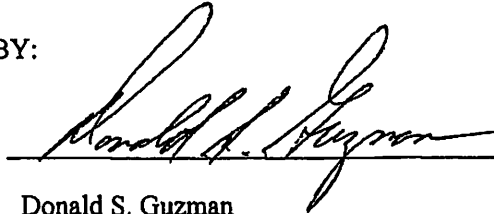
DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

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:

8-11-70

Name:

Donald 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

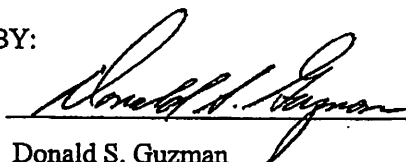
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- 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:

8-10-2020

Name:

Donald S. Guzman

Title: Prosecuting Attorney

Agency:

Department of the Prosecuting Attorney, County of Maui

# 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 S. High Street, Wailuku, HI 96793	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Print or Type Name and Title	Signature	Date
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### 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
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### 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, Don S. Guzman, \_\_\_\_\_ [responsible official], certify that The Department of the Prosecuting Attorney, County of Maui [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 February 19, 2020 [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

Don S. Guzman, PROSECUTING ATTORNEY		8-10-2020
Print or Type Name and Title	Signature	Date

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

[illegible]

*If additional space is necessary, please duplicate this page.*

## INSTRUCTIONS

### Completing the Certification Form

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

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

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

#### Section A

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

#### Section B

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

#### Section C

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

#### Section D

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

#### Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](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.





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)**

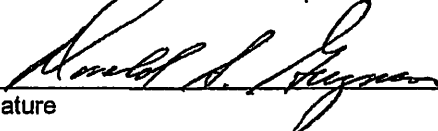
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(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.

Donald S. Guzman, Prosecuting Attorney

Name and Title of Authorized Representative

  
Signature

8-10-2020  
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 LOBBYING

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

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

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

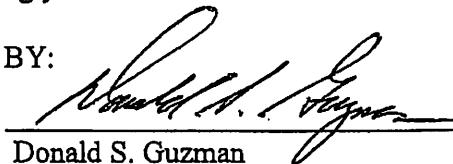
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of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

SUBMITTED BY:

Signature:

Name:

Title:

  
Donald S. Guzman  
Prosecuting Attorney

Date:

Project No:

8-10-2020

18-WF-02

Department of the Prosecuting Attorney, County of Maui  
150 South High Street, Wailuku, HI 96793

Name and Address of Organization

Office on Violence Against  
Women (OVW)

Name of OJP Agency

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

**CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES**

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

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

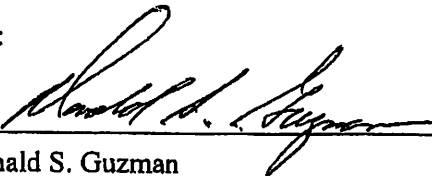
- (1) a coordinator who is responsible for overseeing the complaint process. The agency's coordinator is:

<u>Susan S. Clements</u>	<u>Administrative Officer</u>	<u>808-270-7649</u>
Name	Title	Phone

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

SUBMITTED BY:

Signature:



Date:

8-10-2000

Name:

Donald S. Guzman

Title:

Prosecuting Attorney

(Head of Agency or Designee)

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 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 and to contact victims and witnesses to keep them more engaged during prosecution. Representatives from the Department of the Prosecuting Attorney and Women Helping Women meet regularly at interagency meetings to discuss how to address abuse.

April 1, 2020

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.

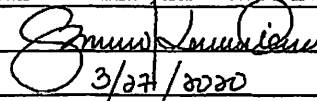
Name of Organization:

Women Helping Women

Name & Title of Signing Authority:

Sanoë Ka'aihue, Executive Director

Signature:



Date:

3/27/2020

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,

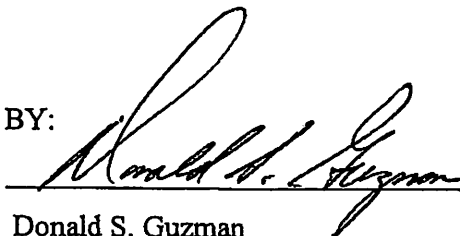
I certify that the Department of the Prosecuting Attorney, County of Maui (name of Grantee) will:

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:

8-10-2020

Name:

Donald S. Guzman

Title:

Prosecuting Attorney

(Head of Grantee Agency or Designee)

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

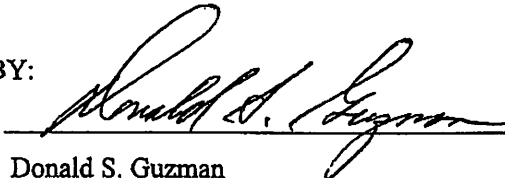
(9) who has been convicted in any court of a misdemeanor crime of domestic violence

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:



Date:

8-10-2020

Name:

Donald S. Guzman

Title: Prosecuting Attorney

(Head of Grantee Agency or Designee)

DIGEST

ORDINANCE NO. \_\_\_\_\_  
BILL NO. 96 (2020)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE COUNTY OF MAUI TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII

This bill proposes to authorize the Mayor to enter into an intergovernmental agreement with the Crime Prevention and Justice Assistance Division, Department of the Attorney General, State of Hawaii, for a grant award in the amount of \$82,839 to the Department of the Prosecuting Attorney, Contract Project 18-WF-02, to develop and strengthen effective law enforcement and prosecutorial strategies and victim services in cases involving crimes against women.

I, KATHY L. KAOHU, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 96 (2020) was passed on First Reading  
by the Council of the County of Maui, State of Hawaii, on the 25th day of September,  
2020, by the following vote:

AYES: Councilmembers Natalie A. Kama, Kelly T. King, Michael J. Molina,  
Tamara A. M. Paltin, Shane M. Sinenci, Yuki Lei K. Sugimura,  
Vice-Chair Keani N. W. Rawlins-Fernandez, and Chair Alice L. Lee.

NOES: None.

EXCUSED: Councilmember G. Riki Hokama.

DATED at Wailuku, Maui, Hawaii, this 28th of September, 2020.



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KATHY L. KAOHU, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk,  
County of Maui, for use and examination by the public.