



MICHAEL P. VICTORINO
MAYOR
MM/me
OUR REFERENCE
YOUR REFERENCE

POLICE DEPARTMENT COUNTY OF MAUI

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

November 5, 2021



CHIEF OF POLICE
DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

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

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

For transmittal to:

Honorable Alice Lee, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Lee and Members:

SUBJECT: PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT ACT

In accordance with Ordinance No. 5217, Bill 46 (2021) Draft 1 Fiscal Year 2022 Budget, we are hereby transmitting to you a copy of the grant agreement with the State of Hawaii, Department of the Attorney General for the Laboratory Accreditation and Technological Improvements grant for the period of July 1, 2021 to June 30, 2022 in the amount of \$51,353.00.

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

Sincerely,

DEAN M. RICKARD
Acting Chief of Police

Enclosures

APPROVED FOR TRANSMITTAL

Michael P. Victorino
Mayor

11/10/21
Date

OFFICE OF THE
COUNTY CLERK

2021 NOV 12 AM 10:45

RECEIVED

COUNTY COMMUNICATION NO. 21-524

AGREEMENT

by and between the

DEPARTMENT OF THE ATTORNEY GENERAL

and the

COUNTY OF MAUI

Relating to Project No. 20-CD-03

This Agreement ("Agreement") is effective as of July 1, 2021 ("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, Hawaii 96793 ("Grantee"), for the benefit of the Maui Police Department, which is identified as the applicant on Exhibit "A" attached hereto (collectively, "the Parties").

RECITALS

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

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

WHEREAS, Agency applied for Paul Coverdell Forensic Science Improvement Grants Program – Formula (Coverdell) Funds in the form of a Coverdell award;

WHEREAS, on or about October 22, 2020, the Bureau of Justice Assistance ("BJA"), which is a component of the Office of Justice Programs ("OJP"), U.S. Department of Justice, awarded Agency \$264,698 in Coverdell Funds, Award No. 2020-CD-BX-0005 ("Award");

WHEREAS, Grantee is qualified to receive funds available to State under the Act and its respective implementing regulations, contained in the Coverdell Solicitation, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and has submitted an application to Agency for receipt of the same as a subgrantee, a copy of which 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. 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 fifty-one thousand three hundred fifty-three and 00/100 dollars (\$51,353.00) (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 1st through March 31st calendar quarter, the PEO is due April 15th;
- (B) For the April 1st through June 30th calendar quarter, the PEO is due July 15th;
- (C) For the July 1st through September 30th calendar quarter, the PEO is due October 15th; and
- (D) For the October 1st through December 31st calendar quarter, the PEO is due January 15th.

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.

5. 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.

6. 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.

7. 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.

8. 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.

9. PROGRESS REPORTS

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

10. 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.

11. 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.

12. 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.

13. INDEMNIFICATION

To the extent permitted by law and as approved by the Maui County Council, the Grantee shall indemnify and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the Grantee or the Grantee's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. COUNTERPARTS

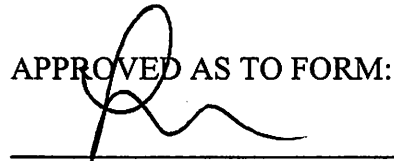
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

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



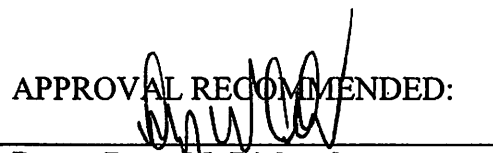
By: Holly T. Shikada
Its: First Deputy Attorney General

Date: 10-14-2021


"Grantee"

COUNTY OF MAUI

APPROVAL RECOMMENDED:




By: **Dean M. Rickard**
Its: Chief of Police
Date: 9/16/21




By: Michael P. Victorino
Its: Mayor
Date: 9/21/21

APPROVED AS TO FORM AND
LEGALITY:



By: **Kola Whitake**
Its: Corporation Counsel
Date: 9-17-21



By: **Michelle M. Yoshimura**
Its: Budget Director
Date: 9/14/2021

**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
DEPARTMENT OF THE ATTORNEY GENERAL
APPLICATION FOR GRANT
FY 2020 PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS PROGRAM - FORMULA**

PART I. TITLE PAGE

- A. **PROJECT TITLE:** Laboratory Accreditation and Technological Improvements
- B. **APPLICANT AGENCY:** Maui Police Department
- C. **SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION:** ☒ Yes ☐ No **DUNS No.** 033608782
- D. **ADDRESS:** 55 Mahalani Street **City** Wailuku **Zip+4 digits** 96793-2530
- E. **PROJECT PERIOD:** **From** July 1, 2021 **To** June 30, 2022
- F. **GRANT PURPOSE:** ADDRESS EMERGING FORENSIC ISSUES AND TECHNOLOGY
- G. **ACCREDITATION:** **Yes** ☐ : Attach **No** ☒ : Date applying for accreditation: 5/13/2021
- H. **TOTAL PROJECT AMOUNT:** \$ 51,353
- I. **OTHER FUNDING SOURCES:**
Is the proposed project seeking other sources of funding? **Yes** ☐ **No** ☒ If yes, then provide name of source or grant program and the amount of funds that is being sought: **Source** _____ **Amount** \$ _____
- J. **PROJECT DIRECTOR**
Name: Brandi Kaoni **Title:** Criminalist II
Address: 55 Mahalani Street, Wailuku, HI 96793
Telephone: 808-244-6448
E-Mail: Brandi.Kaoni@mpd.net
- K. **FINANCIAL OFFICER**
Name: Melissa Magonigle **Title:** Business Administrator
Address: 55 Mahalani Street, Wailuku, HI 96793
Telephone: 808-244-6310
E-Mail: melissa.magonigle@mpd.net

FOR CPJAD USE

Date received: 5/27/2021 **Project Number:** 20-CD-03

EXHIBIT A

**APPLICATION FOR GRANT
FY 2020 PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT
GRANTS PROGRAM - FORMULA**

PART II. PROGRAM NARRATIVE

A. ABSTRACT (250 words)

The Maui Police Department (MPD) is requesting FY 2020 Coverdell funds to address three key issues in forensic science: Accreditation, opioid-related safety, and technological improvements. Since 2015, MPD has made significant efforts towards obtaining ISO/IEC 17025 accreditation in the discipline of seized drugs analysis. Accreditation of the MPD Crime Laboratory (MPDCL) is the first major focus of this grant project. By the end of the project period, the MPDCL will be accredited to ISO/IEC 17025 and ANAB AR3125 standards for forensic science testing laboratories. The second goal of this grant project is to make critical improvements to the safety equipment utilized by the MPDCL during the analysis of fentanyl and other unknown controlled substances. This project will add a new ductless/powder-safe fume hood, specifically designed to handle fentanyl powders and other hazardous materials. Finally, this project will address technological issues of the MPDCL. In August 2020, Hemp was introduced into the Hawaii Revised Statutes (Act 14, HB1819SD3) which created additional requirements for the analysis of Marijuana in the MPDCL. This grant will allow for funds to purchase critical equipment and reagents that the MPDCL needs to develop and implement a new testing method for the analysis of Marijuana. This method, known as the "1% THC Method", allows the laboratory to differentiate *Cannabis* vegetation at the 1% THC threshold. The implementation of the 1% THC Method significantly enhances the quality of drug analysis by providing tangible scientific evidence that a sample contains more or less than 1% THC.

B. THE PROBLEM

The Maui Police Department Crime Laboratory (MPDCL) has been continually working towards obtaining International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) 17025 accreditation in the discipline of seized drugs analysis. Our FY 2018 Coverdell project was focused on establishing a quality management system and preparing the MPDCL for an accreditation assessment. We contracted with Ron Smith and Associates to provide forensic accreditation consulting which included the development of policies and procedures that address the ISO/IEC 17025:2017 standards as well as the ANSI National Accreditation Board (ANAB) supplemental forensic requirements (ANAB AR3125), and an on-site internal audit (gap analysis) of the laboratory. We concluded the FY 2018 Coverdell project by submitting the accreditation application to ANAB on May 13, 2021.

We are asking for FY 2020 Coverdell funds to cover the remaining costs of the accreditation process (initial accreditation assessment and scope maintenance fee). We will be requesting to have the initial ANAB assessment in August/September 2021. Conformance to the ISO/IEC 17025 standards guarantees a laboratory structure that will continually strive to improve the quality of forensic testing activities. With this grant project, we would also seek out additional accreditation training for all Criminalists so that personnel will continue to employ risk-based thinking to their daily testing activities.

In addition to making quality improvements to MPDCL operations, we are requesting assistance with technological and safety improvements to forensic equipment. Criminalists are tasked with the responsibility of using scientific methods to form an opinion on the true nature of physical evidence. Criminalists working with controlled substances have the added responsibility of protecting themselves and others in the workplace from the potential chemical hazards that may arise during their scientific analyses. MPDCL would like to purchase a stand-alone fume hood for Criminalists to use while testing hazardous powders suspected of containing fentanyl, a potentially lethal synthetic opioid, and other unknown drugs. In the first four months of 2021, we have seen more than double the number of fentanyl submissions (34 items) compared to all of 2020 (13 items) and it has steadily been one of the top five drugs identified in the laboratory.

Within the MPDCL, there is a traditional chemical fume hood complete with a duct system, which functions to exhaust hazardous chemical fumes to the exterior. A fume hood is a critical safety control used daily in the crime lab to prepare chemical reagents and process certain types of seized drug evidence. The fume hood was purchased in 1991 and has a face velocity (airflow in the hood) that is too excessive for hazardous powders to be handled with care. Criminalists pose an increased risk to exposure to fentanyl if these powders are handled in the current fume hood. Many forensic chemistry labs utilize a "powder safe"/Type C, duct-less fume hood, where the air in the hood is filtered several times before it is re-circulated back into the room. The sequential layers of filtering are proven to reduce the amount of residual powders in the environment. Criminalists spend more time handling these hazardous substances than the law enforcement officers and for their safety, we recommend that the officers leave the weighing and presumptive testing to the laboratory. It is critical that we have the proper safety equipment to protect ourselves.

The second fume hood would also improve the timeliness of forensic services, as it would add a second workspace to the laboratory. Presently, there is one benchtop, which allows for one Criminalist to process evidence at a time. The second workspace addresses the accreditation requirement of having adequate resources to perform testing activities. The MPDCL

does not have room in the current budget to purchase a new fume hood. With grant funds, we would purchase the hood and all required filter replacements for one year, in addition to obtaining professional fume hood certification prior to placing the unit in service.

MPD would also like to request funds to purchase the equipment and reagents needed to develop and implement a new analytical method for the semi-quantitation of Tetrahydrocannabinol (THC) in seized drugs. In August 2020, both the Federal and State laws have included legal definitions to be used in distinguishing Hemp from Marijuana. Briefly, the Hawaii Revised Statutes states:

“Hemp” means Cannabis sativa L. and any part of that plant, whether growing or not, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, with a delta-9-tetrahydrocannabinol concentration of not more than 0.3 per cent on a dry weight basis, as measured post-decarboxylation or by other similarly reliable methods. Act 14, HB1819SD3, effective 08/28/20.

Thus, the MPDCL is liable to have a method available to distinguish Hemp from Marijuana. We have decided to implement a semi-quantitative method using the current instrumentation available in the laboratory rather than purchasing new, expensive equipment. We will use the Gas Chromatograph/Mass Spectrometer (GC/MS) to determine if evidence samples contain more than 1% THC by dry weight. In the drug chemistry field, this method is called the “1% THC method”. The Drug Enforcement Administration and other forensic chemistry labs have implemented this method.

Although the method is straightforward in concept, Criminalists will need to validate the method in the laboratory. We did not factor into the FY 2020 budget the development of a new method and are looking for assistance in purchasing the equipment and reagents needed upfront. Examples of equipment to be purchased are volumetric glassware and pipettes, which all need to be calibrated to establish measurement traceability. We will also need gas chromatograph columns, to be used solely for the “1% method”. We will need to acquire certified reference materials, such as THC, to compare to our unknown samples. Additionally, the statute specifically addresses “dry weight” and we will need to purchase an oven to be used solely for the drying of vegetation samples. In order to ensure that specialized glassware is consistently free of controlled substances, we would like to purchase a laboratory glassware washer. These systems are designed for specialized glassware that are difficult to clean by hand. The time saved and consistency in washing will improve the quality of work. The execution of the “1% method” is fairly inexpensive and can be covered in the upcoming MPDCL budgets.

C. GOALS AND OBJECTIVES

Goal #1: To be an ISO/IEC 17025 accredited forensic laboratory for the County of Maui.

Objective #1: Receive ANAB accreditation certificate with a scope of seized drugs analysis by the end of the project period.

Goal #2: To improve quality of laboratory activities.

Objective #2: To increase the number of accreditation related trainings received by MPDCL personnel by 50% compared to the previous year.

Objective #3: To double the number of workspaces in the laboratory by the end of the project period.

Goal #3: To address critical forensic issues in the seized drugs discipline.

Objective #4: To increase the number of fentanyl-related cases that are sampled safely in a controlled fume hood by 50% compared to the previous year.

Objective #5: To utilize the 1% THC method on 5% of *Cannabis* items received for analysis.

D. PROJECT ACTIVITIES

Objective #1 activities: The ANAB assessment process begins with an off-site document review of laboratory policies and procedures. The next step is the ANAB initial on-site accreditation assessment. MPDCL will complete the initial ANAB accreditation assessment and address any issues that are identified. ANAB refers to this as the resolution of nonconformities. The last step is the ANAB decision on accreditation. The activities will be completed when an ANAB accreditation certificate is received.

Objective #2 activities: Each Criminalist will complete two web-based training courses on accreditation related topics. Trainings include risk-based thinking (November 2021) and corrective action (December 2021) topics. These trainings are open for registration on the ANAB website. In 2020, Criminalists received between 1.5 and 3 hours of accreditation-related trainings. Activities are completed when the certificate of completion have been received for all trainings.

Objective #3: Secure the procurement of ductless Type C fume hood. The purchase shall include the following: the fume hood and accessories (stand, workspace, etc.), one year of replacement filters, and shipping fees. Receipt of the fume hood may take up to four (4) months to be completed. A small area of the lab will need to be cleared out to make room for the new

hood. Once the purchase has been approved by MPD we will begin to clear space in the laboratory to fit the new hood.

Objective #4: Ensure the hood is certified prior to being used for casework. Our current fume hood certification vendor is on site each September. If the hood has not arrived by September we will need to request an off-schedule site visit to certify the fume hood. We will request this extra site visit so that the new safety equipment may be utilized as soon as possible. The laboratory Health and Safety Manager shall conduct in-house training on proper use of the hood prior to Criminalists using it for casework. The MPDCL Safety Program will also be updated to reflect new equipment in the laboratory. Criminalists will utilize the new hood for any suspected fentanyl items that are received. With the second workspace we also anticipate a small reduction in the backlog.

Objective #5 activities:

- Secure the procurement of all small equipment, essential glassware and measurement equipment. A small oven will be purchased to ensure that we process vegetation samples at their “dry weight”. The laboratory has an oven that is used for clean glassware. This new oven shall be specifically used for evidence. New volumetric glassware shall be purchased. This includes various sizes of serialized, Class A, volumetric flasks for quantitative sample preparation. We will also need additional glassware for storing prepared reagents. New electronic pipets will be purchased. These are required for quantitative sample preparation and have been proven to reduce the uncertainty/variability in measurements between analysts. A glassware washer will also be purchased to ensure that all glassware is consistently clean prior to use. Criminalists will save time, ensure consistent quality of laboratory glassware, and reduce water usage by having the glassware washer.
- Purchase all GC/MS supplies needed to run the method. The laboratory installed a new GC/MS that will be used for the 1% THC method. We will need to purchase new gas chromatograph columns to be used solely for this method. The column is a critical component of the GC/MS analysis. There will be additional GC/MS consumables to purchase in order to efficiently process samples (e.g. sample vials, liners, filters, etc.).
- Have all the purchased measurement equipment calibrated by accredited vendors. Prior to using electronic pipets and volumetric glassware for casework, the equipment should be accredited by an ISO/IEC 17025 laboratory. This is required to establish measurement traceability, an accreditation requirement for quantitative methods. A validation and determination of the uncertainty of measurement of the electronic pipets shall be determined prior to use in the 1% THC method.
- Validate the new method and implement the method by the end of the project period. The MPDCL SOP Manual

shall also be revised to include the new method. Criminalists shall receive in-house training on the new method prior to using in casework.

- The 1% THC method will be applied to sample of *Cannabis* vegetation (no “Marijuana Concentrates”) and at least 5% of the monthly backlog cases will be tested/month (e.g. 130 case backlog, 7 cases will utilize the method”.

Proposed Timeline:

- Begin procurement of a new fume hood system July 2021
- Begin procurement of equipment and reagents for the 1% THC method July 2021
- Complete the ANAB initial accreditation assessment October/November 2021
- Complete accreditation trainings by January 2022
- Complete installation of the fume hood by January 2022
- Complete fume hood certification prior to use in casework February 2022
- Complete validation study on the 1% THC method by March 2022
- Estimate the uncertainty of measurement for the 1% THC method by March 2022
- Utilize the 1% THC method in case work May 2022

E. PERSONNEL

Brandi M. Kaoni – Criminalist II, Project Director

Criminalist Kaoni has a dual B.S. degree in Biochemistry and Molecular Biology from the University of Denver, and a M.S. degree in Biomedical Basic Sciences from the University of Colorado Denver Anschutz Medical Campus. She has been employed by MPD since May 2015, initially as a Criminalist I, conducts drug analysis for the County of Maui and is responsible for the daily operations of the MPD Crime Lab. Mrs. Kaoni serves as the laboratory coordinator, quality manager, and technical leader of the Crime Lab. Mrs. Kaoni reports directly to the Commander of the Criminal Investigation Division, Captain Randy Esperanza. She will be responsible for the following project activities:

- Coordinating all ANAB accreditation activities during the initial assessment as well the correction of all issues resulting from the assessment.
- Coordinating and completing all accreditation-related trainings.
- Submitting hood specifications and directly communicating with manufacturers regarding department needs and fiscal obligations.
- Responsible for tracking usage of the new fume hood.

- Develop, organize and supervise the THC semi-quantitative validation study for use in casework.
- Calculate the uncertainty of measurement for the 1% THC method.
- Responsible for training Criminalists on the 1% THC method prior to implementation in casework.
- Update MPDCL technical procedures to include the 1% THC method.
- Responsible for tracking usage of the 1% THC method.

Amber Corpuz – Criminalist I, full time personnel

Ms. Corpuz is currently employed by MPD as a Criminalist I. In 2017, Ms. Corpuz was hired by the department as an Evidence Specialist I, and was hired as a Criminalist I in November 2018. She has a B.S. degree in Biology and a M.S. in Forensic Science, both from Chaminade University of Honolulu. Ms. Corpuz conducts drug analysis for the County of Maui and serves as the laboratory Health and Safety Manager. Ms. Corpuz reports directly to the Criminalist II, Brandi Kaoni. She will be responsible for the following project activities:

- Directly supervising hood installation in the crime lab and file all documentation regarding maintenance and operation of the system.
- Responsible for updating the MPDCL Safety Program when the new fume hood is received.
- Coordinate the certification of the new fume hood prior to placing in service.
- Responsible for training Criminalists on the proper use of the new fume hood.
- Responsible for completing accreditation-related trainings.
- Perform different method validation experiments, as assigned by the Criminalist II, for the 1% THC method.

Lesley Ann Uemae – Accountant II, Financial Officer

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

F. CAPABILITIES AND COMPETENCIES

The Maui Police Department Crime Laboratory provides forensic services in the seized drugs discipline. The MPDCL is supervised by the Commander of the Criminal Investigation Division, who also holds the title of Laboratory Director. MPDCL has two dedicated Criminalist positions. The Criminalist II currently holds multiple roles within the

Quality Management System (Laboratory Coordinator, Quality Manager and Technical Leader). The Criminalist II is responsible for obtaining/maintaining conformance to ISO/IEC 17025 accreditation standards as well as the ANAB supplemental forensic accreditation requirements (AR 3125). The Criminalist II is also responsible for the technical aspects of drug analysis, and implements the Criminalist Training Program. The Criminalist II must also keep abreast of all changes to the Hawaii Revised Statutes that affect the laboratory and implement those changes appropriately. All scientific methods follow generally accepted laboratory practices and procedures set forth by reputable scientific organizations (NIST, ASTM, OSAC, SWGDRUG, etc.). The Criminalist I serves as the Laboratory Health and Safety Manager and is responsible for maintaining the MPDCL Safety Program. The Criminalist I ensures that all MPDCL personnel receive annual safety training and is responsible for conducting all safety-related trainings. Both Criminalists conduct independent casework in the discipline of seized drugs analysis and are expected to testify in court when called upon.

Criminalist II, Mrs. Brandi Kaoni, received formal training in Basic Drug Analysis from the Honolulu Police Department Scientific Investigation Section Drug Analysis Unit, which was completed in May 2016. She was authorized to perform drug analysis for MPD by the Captain of the Criminal Investigation Division in August 2017. Mrs. Kaoni obtained professional certification in Drug Analysis from the American Board of Criminalistics (ABC) in October 2019. She was accepted as an associate member of the Clandestine Laboratory Investigating Chemists Association (CLIC) in 2019 and as an associate member of Criminalistics in the American Academy of Forensic Sciences (AAFS) in February 2021. Mrs. Kaoni completed the ANAB Forensic ISO/IEC 17025 Assessor Training in 2017 as well as the ANAB Forensic ISO/IEC 17025:2017 Technical Assessor Training in 2019. Mrs. Kaoni also has an application for membership pending with the Association of Forensic Quality Assurance Managers (AFQAM).

Criminalist I, Ms. Amber Corpuz, completed the MPD Criminalist Training Program in seized drugs analysis in August 2020. She was accepted as an associate member of CLIC in 2019 and as a training affiliate of AAFS Criminalistics program in February 2021. Ms. Corpuz anticipates applying for ABC certification in drug analysis in 2022. Ms. Corpuz also completed the ANAB Forensic ISO/IEC 17025:2017 Technical Assessor Training in 2019 and has an application for membership pending with AFQAM.

G. PERFORMANCE MEASURES

Objective #1: Receive ANAB accreditation certificate with a scope of seized drugs analysis by the end of the project period.

Activities linked to Objective #1:

- Complete ANAB off-site document review
- Complete ANAB initial accreditation assessment
- Resolution of Nonconformities that arise from the ANAB assessment
- Receive ANAB accreditation certificate

Performance Measures:

- ANAB letter of completion for document review.
- ANAB Accreditation Decision
- ANAB Certificate of Accreditation with scope in seized drugs analysis

Objective #2: To increase the number of accreditation related trainings received by MPDCL personnel by 50% compared to the previous year.

Activities linked to Objective #2:

- Complete Risk-based thinking training
- Complete Corrective Action training

Performance Measures:

- Number of Criminalists that received training
- Certificates of completion for each training
- Total number of training hours completed

Objective #3: To double the number of workspaces in the laboratory by the end of the project period.

Activities linked to Objective #3:

- Purchase new fume hood
- Clear a space in the laboratory for the new hood

Performance Measures:

- Approved purchase documents (department memos, vendor invoice)
- Receive packing slip showing new hood was received
- In-house maintenance request for removal of a built-in benchtop/storage unit to make room for the new hood

Objective #4: To increase the number of fentanyl-related cases that are sampled safely in a controlled fume hood by 50% compared to the previous year.

Activities linked to Objective #4:

- Fume hood certification
- Training on use of new hood
- MPD Safety Program updated to include new hood
- Processing of any suspected fentanyl cases in the new hood

Performance Measures:

- Vendor issued certificate that fume hood meets AIHA/ANSI Lab ventilation requirements
- Revised MPD Safety Program (e.g. revised Chemical Hygiene Plan)
- Record of maintenance (changing of required filters)
- Number of Criminalists trained in the use of the new hood
- Number of cases processed in the new hood
- Number of items processed/case in the new hood
- Number of fentanyl items positively identified from each case

Objective #5: To utilize the 1% THC method on 5% of cases containing Cannabis.

Activities linked to Objective #5:

- Purchase oven, glassware washer, GC/MS supplies, new certified glassware, electronic pipette, certified reference materials
- Obtain ISO/IEC 17025 accredited calibration certificates for measurement equipment
- Determine appropriate uncertainty of measurement for each piece of measurement equipment.
- Develop and validate the 1% method on the GC/MS
- Revise the Seized Drugs SOP to include the semi-quantitative method
- Train Criminalists on proper implementation of the new method

Performance Measures:

- Number of Criminalists trained on the new method
- Number of cases that the 1% THC method was used
- Number of evidence items that the 1% THC method was used

- Number of items identified as Marijuana using the 1% method
- Number of items inconclusively identified as Hemp/Marijuana using the 1% method

Required BJA Performance Measures

- Average number of days to process a sample at the beginning of the grant period.
- Average number of days to process a sample at the end of the grant period.
- Number of backlogged cases at the beginning of the grant period.
- Number of backlogged cases at the end of the grant period.
- Number of forensic science personnel attending training.
- Number of medical examiner/coroner's office personnel attending training programs.
- Number of analysts.
- Number of analysts certified.
- Number of analysts seeking certification with FY 20 Coverdell funds.

H. PLAN FOR COLLECTING THE DATA FOR PERFORMANCE MEASURES

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

operational budget.

**APPLICATION FOR GRANT
FY 2020 PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT
GRANTS PROGRAM - FORMULA**

PART III. BUDGET DETAIL AND EXPLANATION

BUDGET DETAIL:

COST ELEMENT					AMOUNT	
A. Salaries and Wages						
Position Title	No. of Positions	Monthly rate	Subtotal			
		\$	\$			
		\$	\$			
		\$	\$			
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal		
		\$		\$		
		\$		\$		
		\$		\$		
Total Salaries and Wages					\$	
B. Fringe Benefits						
		Employee Benefits @ _____ %				
Position Title	No. of Positions	Monthly Rate	Subtotal			
		\$	\$			
		\$	\$			
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal		
		\$		\$		
		\$		\$		
Total Fringe Benefits						\$
C. Consultant Services/Contracts						
Scope of Consultant Service/Contract	Estimated Cost	Length of Consultant/ Contract Service	Select as Appropriate			
ANAB accreditation	\$8350	1. year	<input type="checkbox"/> Consultant <input checked="" 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		
	\$			\$		
	\$			\$		
Total Consultants/Contracts					\$8350	
					AMOUNT	

COST ELEMENT				
D. Transportation and Subsistence				
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal
	\$			\$
	\$			\$
	\$			\$
Total Transportation and Subsistence				\$
E. Supplies				
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal	
glassware	4	\$102	\$410	
GC/MS supplies	3	\$521	\$1564	
pipettes and accessories	2	\$1905	\$3811	
Total Supplies				\$5785
F. Equipment				
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal	
Fume Hood & accessories	1	\$17995	\$17995	
oven	1	\$3856	\$3856	
glassware washer & access	1	\$13787	\$13787	
Total Equipment				\$35638
G. Other Costs				
training	4	\$395	\$1580	
		\$	\$	
		\$	\$	
Total Other Costs				\$1,580
H. Indirect Costs				
	Base	Rate (%)	Subtotal	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
Total Indirect Costs				\$
TOTAL PROJECT COSTS \$51353				

BUDGET EXPLANATION:

A. Salaries and Wages

B. Fringe Benefits

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

C. Consultant Services/Contracts

1. Initial ANAB Accreditation assessment \$6,850

- includes 1 lead/technical assessor for three days onsite, plus report and travel days. Includes travel expenses.
- cost is calculated based on proposed scope of accreditation and on size of the organization being witnessed.

2. Annual Scope Maintenance fee \$1,500

- Fee is applied when organization is granted accreditation

Total contracts = \$8,350

- based on ANAB cost estimate

D. Transportation and Subsistence

E. Supplies

1. Analytical Glassware-\$410

- 250 mL Reagent bottles (\$91)
- 125 mL Reagent bottles (\$187)
- Class A volumetric flasks 200 mL (\$69), 100 mL (\$63) Total = (\$132)

2. GC/MS supplies-\$1564

- Gas Chromatograph columns for analysis of drug samples (2 x \$480 = \$960)
- Sample preparation consumables (vials, syringe filters, caps, etc.) (\$604)

3. pipettes and accessories-\$3,811

- Electronic pipettes of different volume capacities (\$1030 x 2) \$2,060
- Pipet tips \$1,381
- pipet stands/adapters for stands (\$36, \$132 = \$168)
- pipette calibrations (\$101 x 2 = \$202)

Total supplies = \$5,785

F. Equipment

1. Fume Hood and accessories \$17,995

- 72" Type C ductless hood (includes permanent HEPA filter) \$9,500

- 1 year supply carbon filters (3 filters, \$350 each = \$1,050)
- 1 year supply pre-filters (1 pk = \$245)
- 72" polypropylene base cabinet \$2,700
- Off-schedule fume hood certification of new fume hood \$2,500 (based on cost estimate from fume hood certification specialist)

2. Oven

- Compact vacuum oven to be used solely for the drying of Cannabis items. \$3,856

3. Glassware washer and accessories-\$13,787

- Glassware washer \$10,921
- Upper standard rack \$725
- Accessories: Mesh Basket (\$755), 5 spindle spray (\$151), utensil holder (\$250), utensil basket (\$184) Total = \$1,340
- Detergents, (\$31 + \$143 = \$174)
- carboys for pure water supply (\$627)

Total Equipment cost = \$35,638

G. Other Costs

1. Accreditation-related Training-\$1,580

- Risk-based Thinking for Forensic Service Providers (2 Criminalists, \$395 each = \$790) Nov. 29-30, 2021 online
- The Corrective Action Process and Cause Analysis for Forensic Service Providers (2 Criminalists, \$395 each = \$790) Dec. 14-15, 2021 online

Total other costs = \$1,580

H. Indirect Costs

Certifications

- Acceptance of Conditions (AG/CPJAD #14)
- Acceptance of Coverdell 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 of Non-Discrimination Complaint Procedures (AG/CPJAD #30)

EXHIBIT B

(Coverdell FY 2020 (Maui County) Rev. 09/2021)

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

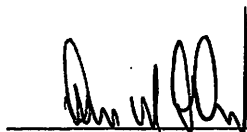
ACCEPTANCE OF CONDITIONS

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

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

SUBMITTED BY:

Signature:



Date:

2/4/17

Name:

Dean M. Rickard

Title:

Acting Chief of Police

Agency:

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS
PROGRAM SPECIAL CONDITIONS

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

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

Grantee understands and agrees that CPJAD may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address

outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CPJAD awards.

3. Reporting Requirements and Performance Metrics

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

Semi-Annual Progress Reports

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

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

The semi-annual reporting periods and due dates are:

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

Final Report

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

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

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

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

4. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination

28 C.F.R. Part 38

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

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

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

28 C.F.R. Part 42

Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

28 C.F.R. Part 54

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

5. “Lobbying” Restrictions

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

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

Should any question arise as to whether a particular use of federal funds by a Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the Grantee is to

contact CPJAD for guidance, and may not proceed without the express prior written approval of CPJAD.

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

Grantee and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award – 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”), or by:

Mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
ATTN: Grantee Reporting
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Hotline fax: (202) 616-9881

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

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

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

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

8. Federal Leadership on Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the CPJAD encourages Grantees and subgrantees to adopt and enforce policies banning employees from text messaging

while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

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

Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>

10. Duplicate Award of Federal Funds

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

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

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

12. Prohibited Conduct Related to Trafficking in Persons

Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantees, subgrantees, or individuals

defined (for purposes of this condition) as “employees” of the Grantee or of any subgrantee.

The details of the Grantee’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Grantees and subgrantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

13. General Appropriations-Law Restrictions

Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2020, are set out at <https://www.ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm> and are incorporated by reference here.

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

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

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

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

15. Employment Eligibility Verification for Hiring Under the Award

Grantee, and any subrecipient (“subgrantee”) at any tier, must:

a) ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Grantee (or any subgrantee) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2);

b) notify all persons associated with the Grantee (or any subgrantee) who are or will be involved in activities under this award of both this award requirement for verification of employment eligibility and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens;

c) provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S. C. 1324a(a)(1) and (2); and

d) as part of recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 recorded retention requirements, as well as records of all pertinent notifications and trainings.

For the purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Grantee (or any subgrantee) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

For the purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subgrantee) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee (or subgrantee) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

16. Unreasonable Restrictions on Competition Under the Award; Association with Federal Government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the Grantee or by any subrecipient (“subgrantee”) at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in

full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no Grantee (or subgrantee, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by CPJAD.

The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grantee or subgrantee (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

17. Determination of Suitability to Interact with Participating Minors

This condition applies to this award if it is indicated in the application for award (as approved by CPJAD) (or in the application for any subaward at any tier), the funding announcement (solicitation), or an associated federal or state statute – that a purpose of some or all of the activities to be carried out under the award (whether by the Grantee or subgrantee at any tier) is to benefit a set of individuals under 18 years of age.

Grantee, and any subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

18. Generally Accepted Laboratory Practices

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

19. External Investigations

Grantee shall ensure that the requirements of 34 U.S.C. section 10562(4) (which relate to independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

20. Use of Funds

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

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

21. Press Releases

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

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

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

"This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department

of Justice. The opinions, finding, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice or the Hawaii Department of the Attorney General."

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

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

23. Copyrights

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

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

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

24. Accreditation

Grantee shall ensure that any forensic laboratory or forensic laboratory system (not including any medical examiner's office or coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation by not more than two years from the award date of this award.

If accredited, Grantee must continue to demonstrate such accreditation as a condition of receiving or using the award funds. If not accredited, Grantee must use the award funds to prepare and apply for accreditation.

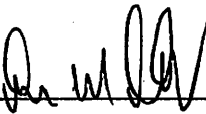
Grantee is to contact CPJAD for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that

CPJAD determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

Grantee agrees to notify CPJAD promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

SUBMITTED BY:

Signature:



Date:

9/6/2

Name:

Dean M. Rickard

Title:

Acting Chief of Police

Agency:

Maui Police Department

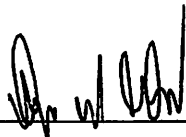
DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

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

SUBMITTED BY:

Signature:



Date:



Name:

Dean M. Rickard

Title:

Acting Chief of Police

Agency:

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION

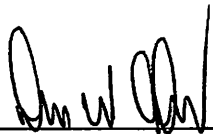
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- 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:

2/4/11

Name:

Dean M. Rickard

Title:

Acting Chief of Police

Agency:

Maui Police Department

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

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

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

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

Print or Type Name and Title

Signature

Date

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

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

I, _____ Dean M. Rickard [responsible official], certify that _____ Maui Police Department [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: _____ Maui Police Department Administrative Services Section [organization], _____ 55 Mahalani Street, Wailuku, HI 96793 [address].

Dean M. Rickard Acting Chief of Police

Print or Type Name and Title

Signature

Date

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

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Print or Type Name and Title

Signature

Date

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]

OMB Control No. 1121-0340 Expiration Date: 12/31/2015

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

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

Public Reporting Burden Statement

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



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Dean M. Rickard, Acting Chief of Police

Name and Title of Authorized Representative

Signature

a/s/n
Date

Maui Police Department

Name of Organization

55 Mahalani 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 OF NON-DISCRIMINATION COMPLAINT PROCEDURES

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

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

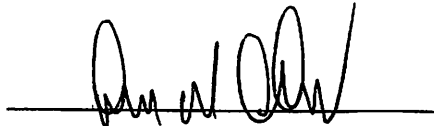
- (1) a coordinator who is responsible for overseeing the complaint process. The agency's coordinator is:

<u>RICKY LIEDDI</u>	<u>CAPTAIN</u>	<u>244-6353</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:

9/8/21

Name:

Dean M. Rickard
(Head of Agency or Designee)

Title: Acting Chief of Police