



MICHAEL P. VICTORINO
MAYOR

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: VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT

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 Focus on Domestic Violence and Sexual Assault in our Community grant for the period of June 1, 2021 to May 31, 2022 in the amount of \$109,946.00, which includes \$27,487.00 in matching funds.

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

RECEIVED
2021 NOV 12 AM 10:45
OFFICE OF THE
COUNTY CLERK

APPROVED FOR TRANSMITTAL

Michael P. Victorino 11/10/21
Mayor Date

COUNTY COMMUNICATION NO. 21-522

AGREEMENT

by and between the

DEPARTMENT OF THE ATTORNEY GENERAL

and the

COUNTY OF MAUI

Relating to Project No. 20-WF-06

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

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

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

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

WHEREAS, on or about September 17, 2020, the Office on Violence Against Women ("OVW"), U.S. Department of Justice, awarded Agency \$1,107,864 in STOP VAWA Funds, Award No. 2020-WF-AX-0001 ("Award");

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

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

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

AGREEMENT

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

1. SCOPE OF SERVICES

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

2. PROJECT PERIOD

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

3. TERM OF AGREEMENT

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

4. MATCHING FUNDS

Grantee shall ensure that matching funds in the amount of twenty-seven thousand four hundred eighty-seven and 00/100 dollars (\$27,487.00) is available for Grantee's use to perform the Scope of Services (hereinafter, "Required Matching Contribution"). Grantee shall maintain records which clearly and accurately show the source, amount, and the timing of match contributions. If, at the end of the Project Period, Agency determines that Grantee does not have the Required Matching Contribution, Grantee shall return all funds received from the Agency under this Agreement for which Grantee does not have the required match.

5. REIMBURSEMENT

(a) Subject to availability of funds, Grantee shall be reimbursed for all actual, allowable, allocable, and reasonable costs it incurs in performing the Scope of Services under

this Agreement in an amount not-to-exceed eighty-two thousand four hundred fifty-nine and 00/100 dollars (\$82,459.00) (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.

6. CERTIFICATIONS

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

7. CONFIDENTIAL MATERIAL

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Agreement which is identified as proprietary or confidential information that Agency requests to be kept confidential shall be safeguarded by the Grantee and shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of Agency. Grantee shall submit a completed Privacy Certification for review and approval prior to the expenditure of funds for the

collection of identifiable research/statistical data. All information, data, or other material provided by the Grantee or the Agency shall be kept confidential only to the extent permitted by law. Grantee shall comply with the requirements of Chapters 487J, 487N and 487R, Hawaii Revised Statutes as applicable.

8. COPYRIGHT AND PATENT

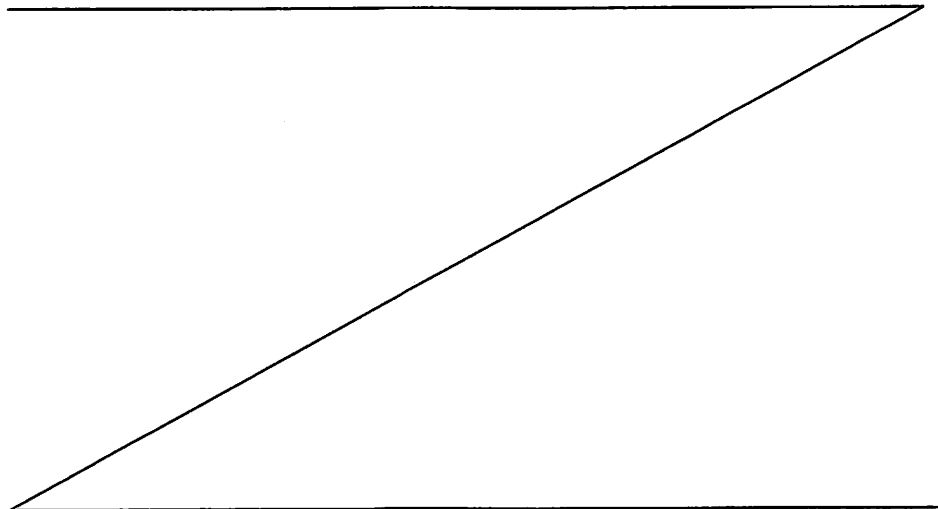
The Agency shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Grantee pursuant to this Agreement, and all such material shall be considered "works made for hire." No summary, report, map, chart, graph, table, study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

9. CONFLICT OF INTEREST

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

10. PROGRESS REPORTS

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



11. COOPERATION WITH DATA COLLECTION; ASSESSMENTS

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

12. SUBCONTRACTING; ASSIGNMENT

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

13. INDEPENDENT CONTRACTOR

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

14. INDEMNIFICATION

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.

15. MODIFICATION OF CONTRACT

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

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

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

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

16. TERMINATION FOR CAUSE; CONVENIENCE

(a) Termination for Cause. If Grantee breaches any of its promises or fails to satisfactorily perform or fulfill its obligations under this Agreement, Agency may notify Grantee in writing of Grantee's breach or nonperformance under this Agreement (hereinafter, "Notice of Default"). If the breach or nonperformance is not cured within ten (10) calendar days of the Notice of Default, or within some other time as may be specified by Agency, Agency may terminate Grantee's right to proceed with this Agreement or portion thereof by providing Grantee with a written notice of termination (hereinafter, "Notice of Termination for Cause"). The Notice of Termination for Cause shall be effective as of the date of such notice unless otherwise specified. The Grantee shall continue performance of the Agreement to the extent it is not terminated. Notwithstanding any other provisions to the contrary, Grantee shall not be relieved of liability to Agency for damages sustained by Agency because of Grantee's breach or

nonperformance under this Agreement.

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

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

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

(e) In the event of termination of this Agreement, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material developed or prepared by Grantee under this Agreement shall, at the option of Agency, become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and surrendered to Agency within such time specified by Agency.

17. WAIVER

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

18. DISPUTES

Any dispute arising under this Agreement which is not disposed of by mutual agreement of the Parties within fifteen (15) calendar days shall be decided by the Attorney General, or the Attorney General's duly designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to Grantee. The decision of such person shall be final and conclusive. Pending final decision of such dispute, Grantee shall proceed diligently with the performance of this Agreement unless otherwise directed by Agency.

19. GOVERNING LAW

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

20. SEVERABILITY

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

21. ENTIRE AGREEMENT

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

22. AUTHORITY TO ENTER INTO AGREEMENT

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

23. COUNTERPARTS

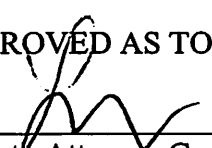
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

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

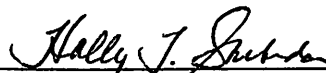
"Agency"

DEPARTMENT OF THE ATTORNEY
GENERAL, STATE OF HAWAII

APPROVED AS TO FORM:



Deputy Attorney General,
State of Hawaii



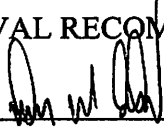
By: Holly T. Shikada

Its: First Deputy Attorney General


Date: 10-7-2021

"Grantee"


APPROVAL RECOMMENDED:



By: Dean Rickard
Its: Acting Chief of Police
Date: 9/10/21

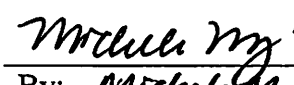
APPROVED AS TO FORM AND
LEGALITY:


By: Kara Whitake
Its: Corporation Counsel
Date: 9-17-21

COUNTY OF MAUI


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


By: Scott K. Teruya
Its: Director of Finance
Date: SEP 21 2021


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

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

**APPLICATION FOR FY 2019 and FY 2020 STOP VIOLENCE AGAINST WOMEN
FORMULA GRANT**

PART I. TITLE PAGE

A. PROJECT TITLE: Focus on Domestic Violence and Sexual Assault in our Community

APPLICANT

B. AGENCY: Maui Police Department

C. ADDRESS: 55 Mahalani Street City Wailuku Zip 96793

D. SYSTEM FOR AWARD MANAGEMENT (SAM): ☒ Yes ☐ No

DUNS No. 33608782

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

F. PROJECT PERIOD: From June 1, 2021 To May 31, 2022

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

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

I. TOTAL PROJECT COST:

SOURCE OF FUNDS	PERCENT	FY 2019 AMOUNT	FY 2020 AMOUNT	TOTAL AMOUNT
Federal Funds	75%		\$82,459.00	\$82,459.00
Agency Match	25%		\$27,487.00	\$27,487.00
TOTAL	100%		\$109,946.00	\$109,946.00

J. PROJECT DIRECTOR

Name: Edith QUINTERO Title: Sergeant

Address: 55 Mahalani Street, Wailuku, HI, 96793

Telephone: 808-244-6490 E-Mail: Edith.quintero@mpd.net

K. FINANCIAL OFFICER

Name: Melissa MAGONIGLE Title: Business Administrator

Address: 55 Mahalani Street

Telephone: 808244-6109 E-Mail: Melissa.magonigle@mpd.net

FOR CPJAD USE

Date received: May 20, 2021 Project Number: 20-WF-06

EXHIBIT A

APPLICATION FOR STOP VIOLENCE AGAINST WOMEN GRANT

PART II. DESCRIPTION OF PROJECT

Note: This form does not provide spell check.

A. THE PROBLEM

Intimate partner violence describes physical, sexual or psychological harm to an individual by a current spouse or former partner/spouse. The domestic violence wheel identifies the power and control someone has during an abusive dating or intimate relationship. Domestic violence does not discriminate against gender, age, socioeconomic status, sexual orientation, ethnicity and happens in every community nationwide.

In data collected in 2013 by Hawai'i Behavioral Risk Factor Surveillance Survey revealed 65% were women and 35% men were victims of domestic violence. The National Coalition Against Domestic Violence in 2018 reports 20% of violent crimes are domestic violence related. In murder-suicide 65% involve intimate-partner and 96% of the victims are female.

The VAWA grant will provide training to assist law enforcement, Prosecutor(s), advocates and service providers with increasing knowledge and tools needed during investigations, prosecution and services provided to victims of domestic violence and sexual assault type cases.

In the past the VAWA grant has allowed law enforcement, Prosecutor(s) and partner agencies to provide education, outreach training and services to those rural areas that make up Maui County such as Hana, Lana'i and Moloka'i. The funding will help us expand these services to these areas twice a year.

Throughout the year(s) Maui County has seen an increase in domestic violence and sexual assault type cases. Since March of 2020 to present COVID 19 has changed what we know as normal, we have seen an increase in domestic violence due to partners, families, and intimate partners being forced to spend more time together due to schools being closed, unemployment and mandatory lockdowns. Thus, causing additional stress, frustration, depression and mental illness.

Statistics from the National Coalition Against Domestic Violence reveals Pacific Islander and Asian communities are at higher rates with 40%-60% of Asian women experiencing domestic violence. In a single day 506 victims of domestic violence are provided services and 41% of Hawai'i domestic violence programs reports to be underfunded and understaffed. 15% of violent crimes are intimate partner related and 1 in 7 women in Hawai'i has been raped in her lifetime. In the United States rape/sexual assault has increased 146% from 2016-2018.

Maui County Domestic Violence Statistics	CY 2019	CY 2020
Domestic Violence reports	4189	4267

Victim/Survivors of domestic violence and sexual assault continue to need services due to the long term of post-traumatic stress, substance abuse, depression, and other mental health issues following such crimes of a traumatic event. The funding from the VAWA grant will assist in providing outreach to our community with our partner agencies.

B. GOALS AND OBJECTIVES

Goal: To improve and sustain MPD's response to domestic violence and sexual assault victims throughout Maui County. Enhance reporting, prosecution and outreach to victims.

Objective #1: Participants who attend community engagement forums on Lana'i, Moloka'i, and Hana will be provided with information relating to reporting and services available.

Objective #2: 80 % of MPD personnel and partner agencies who participate in a specialized training will increase their understanding response to domestic violence and sexual assault, and their ability to complete detailed reports and best practices for investigating these types of cases.

Objective #3: 80% of law enforcement's evidence collection and documentation for a successful prosecution. Continuous in service roll call trainings will be conducted with the most up to date technique

C. PROJECT ACTIVITIES

Activities that will support Objective #1:

1. Coordinate with partner agencies to conduct a joint domestic violence and sexual assault forum in the communities of Lana'i, Moloka'i and Hana. Attendee(s) will be understand the importance in reporting, supporting and services available within their communities.
2. Police personnel, prosecutor(s) and advocates who investigate domestic violence and sexual assault crimes will work with partner agencies to be proactive with trainings, presentations and events within the community. Funding for overtime may be necessary if a meeting/investigation occurs after normal business hours.

Activities that will support Objective #2:

1. Police personnel, Prosecutor(s) and advocates will attend Conferences relating to domestic violence and sexual assault. Attendee(s) will be provided with information and education relating to domestic violence and sexual assault.
 - a. Crimes Against Childrens Conference virtual training August 10-13, 2021
 - b. End Violence Against Women International Conference April 19-21, 2022,
 - c. San Francisco, CA
 - d. Crimes Against Women Conference May 23-26, 2022, Dallas, TX
 - e. Domestic Violence and Sexual Assault Training December 06-08, 2021, Las Vegas, NV
2. In-service roll calls briefings will provide police personnel with continuing education regarding response to domestic violence and sexual assault.
3. Attendee(s) who participate in specialized training will participate with community engagements with tools and education they received from the training.

Activities that will support Objective #3:

1. Participants who attend specialized training will be updated on techniques on recovering evidence relating to domestic violence and sexual assault type cases.
2. Maui Police Department will purchase digital camera(s) and recorder(s) to document evidence during their investigations for a successful prosecution.

D. PROJECT ORGANIZATION AND MANAGEMENT

The Project Director, Detective/Sergeant Edith Quintero is directly under the command of Lieutenant Lance MARKS of MPD's Criminal Investigation Division, Persons Lieutenant.

The Project Director shall be responsible for the following:

1. Managing and coordinating the project activities and ensuring that the stated goals and objectives are met.
2. Managing funding and ensuring that funds will be encumbered within the project period.
3. Preparing semi-annual progress reports and a final report as required.
4. Submitting written requests for prior approval to the Department of the Attorney General for grant modification (if applicable), travel, and training.

Melissa Magonigle as of July 10, 2017 Business Administrator. The Project Director will forward all budget reports to MPD's Accountant, Lesley Uemae will prepare/submit all financial reports relating to the project

E. PERSONNEL

The DVU is comprised of one Detective/Sergeant (supervisor) and two investigators. The Sex Crimes unit is comprised of three Detectives. Both units are part of the Crimes Against Persons Unit, which is under the supervision of Lieutenant Lance MARKS.

The DVU Detective/Sergeant is Edith QUINTERO and the Police Officer Investigators are Officer Clement ANTONIO and Officer Ashley GANDAULI.

The Sex Crimes Unit Detectives are Detective Oran SATTERFIELD, Detective LeeAnn GALARIO-GUZMAN and Detective Gregg KATAYAMA.

F. BRIEF PERSONNEL BIOGRAPHIES

Captain Randy ESPERANZA is the current Commander of The Criminal Investigation Division.

Lieutenant Lance MARKS is the current Lieutenant of the Person Crimes Unit within the Criminal Investigation Division.

Detective/Sergeant Edith QUINTERO, joined the Maui Police Department March 19, 2001 and has been the Domestic Violence Unit supervisor since November 01, 2017.

Officer Clement ANTONIO join the Department December 09, 2002 and has been assigned to Domestic Violence Unit, June 15, 2015.

Officer Ashley GANDAULI joined the Department August 01, 2014 and has been assigned to the Domestic Violence Unit, June 08, 2020.

Detective Oran A. Satterfield III, joined the Maui County Police Department in December 16, 1997 and is currently assigned to the Sexual Assault Unit.

Detective LeeAnn Galario-Guzman, joined the Maui County Police Department in December 18, 2000 and is currently assigned to the Sexual Assault Unit.

Detective Ryan Nagata joined the Maui County Police Department in April 06, 2008 and is currently assigned to the Sexual Assault Unit.

Melissa Magonigle is the Maui County Police Department's Business Administrator and has served as the Financial Officer since 2017.

Other Detectives or Officers chosen for future training or equipment issuance will be drawn from a qualified list of experienced investigators that handle Domestic Violence and Sexual Assault investigations.

G. PARTICIPATING AGENCIES

The Maui County Police Department works collaboratively with the community agencies and organizations including the Department of the Prosecuting Attorney, Women Helping Women, Parents and Children Together (PACT), Maui Sexual Assault Center, Maui Sexual Assault Response Team (MSART), Child and Family Service (CFS), Adult Protective Services (APS), the Children's Justice Center (CJC) and the Department of Human Services, Child Welfare Services (CWS).

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

Objective #1: Participants who attend community engagement forums/in-service training in Lana'i, Moloka'i, and Hana will increase their understanding of domestic and sexual abuse and awareness of services available to rural victims.

Performance Indicators/Outcome Measures for Objective #1:

- a. Personnel along with partner agencies will conduct community engagement forums within Maui County to include Lana'i, Moloka'i, and Hana.
- b. Participants who attend these community forums will increase their understanding of domestic violence and sexual assault type crimes. Attendee(s) will become familiar with services available to rural victims.
- c. DVU and partner agencies to conduct training for law enforcement called "Their Voice. Training to include service providers, Prosecution and survivors of domestic violence.
- d. Sex Crimes Unit to coordinate a Hawai'i Sexual Assault virtual training with Prosecutors and partner agencies.

Objective #2: MPD personnel and attendee(s) who participate in a specialized training will increase their understanding of domestic violence and sexual assault crimes, and their ability to complete detailed reports for investigations that will lead to successful prosecutions.

Performance Indicators/Outcome Measures for Objective #2:

- a. Number of MPD personnel and participant(s) attending specialized training related to domestic violence and sexual assault crimes will increase their understanding of the psychological effects victims/survivors develop.
- b. Personnel and participant(s) attending specialized training who indicate that the exercises conducted and information provided increased their ability to complete detailed reports for domestic violence and sexual assault investigations, thus being able to conduct in service roll call trainings within their perspective districts.

Objective #3: To improve 85 % of law enforcement's evidence collection and documentation for a successful prosecution. Continuous in service roll call trainings will be conducted with the most up to date technique.

Performance Indicators/Outcome Measures for Objective #3:

- a. Personnel attending specialized trainings on domestic violence and sexual assault will gain the knowledge on how to better collect evidence when conducting their investigation.
- b. Personnel attending specialized trainings will indicate that the information and networking provided increased their understanding of domestic violence and sexual assault victims.
- c. Personnel to utilize best practices for investigating domestic violence and sexual assault cases and conducting such investigations for a successful prosecution.
- d. Investigations sent to Prosecutors will contain appropriate supporting evidence, which may include photos of victim's injuries, scene photos, and other collection of evidence that may lead to successful prosecution.

I. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM

Maui County will continue to improve with the funding provided by the VAWA grant to provide up to date training relating to domestic violence and sexual assault. Maui Police Department will collaborate with partner agencies with training efforts for law enforcement, medical personnel, Prosecutors and counselors/advocates working with victims/survivors of domestic violence and sexual assault. Those involved from patrol officers, Detectives/Investigators, Prosecutors and counselor/advocates will continue to build working relationships to ensure services are provided to our victims.

In addition, law enforcement personnel and partner agencies will continue to enhance their practices when responding to victims during investigations and service to domestic violence and sexual assault victims. Continuous training on strategic techniques on investigation, evidence collection and services provided on how to properly investigate domestic violence and sexual assaults type crimes for prosecution.

- MPD will collaborate with partner agencies to host on island training relating to domestic violence and sexual assault crimes. This training will allow law enforcement personnel, Prosecutor(s), service agencies and victim/survivors to interact and share their experiences and concerns regarding law enforcement's response to domestic violence and sexual assault type cases. This will help law enforcement better understand the trauma victim/survivors endure during a domestic violence encounter.

Through continued collaboration, education and training law enforcement, medical personnel, counselor/advocates and Prosecutors will work together to ensure the prosecution of those offenders who commits these violent crimes

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

PART III. BUDGET DETAIL AND EXPLANATION

BUDGET DETAIL:

COST ELEMENT	AMOUNT																																																
A. Salaries and Wages																																																	
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Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
	\$			\$	
	\$			\$	
Total Consultant Services/Contracts					\$15,000

COST ELEMENT					AMOUNT
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	
End Violence Against Women International (EVAWI) Conference, San Francisco CA (April 19-21, 2022)					\$10,310
Roundtrip Airfare for (6) attendee(s)	\$800.00	6		\$4800	
Excess Lodging for (4) attendee(s) Police Personnel	\$100	4	5	\$2000	
Baggage Fees for (6) attendee(s) Roundtrip	\$60	6		\$360	
Out-of-State per diem for (4) Police Personnel	\$145	4	5	\$2900	
Parking Fee (5 days)	\$50		5	\$250	
Crimes Against Women Conference (CAWC)- Dallas, TX (May 23-26, 2022)					\$13,960
Roundtrip airfare	\$1000	6		\$6000	
Excess Lodging	\$100	6	5	\$3000	
Baggage Fees for attendee(s) Roundtrip	\$60	6		\$360	
Out-of- State per diem	\$145	6	5	\$4350	
Parking Fee for 5 days	\$50		5	\$250	
Domestic Violence & Sexual Assault Training Las Vegas, NV					\$4740
Excess lodging	\$100	4	4	\$1600	
Baggage Fee roundtrip	\$60	4		\$240	
Out-of-State per diem	\$145	4	5	\$2900	

Hana Public Forum/In Service training					
RT airfare	\$160	7		\$1120	\$1260
Out side district Per Diem	\$20	7		\$140	
Lana'i Public Forum/In service training					\$1160
Lana'i Ferry Booklets	\$250	4		\$1000	
Inter-Island Per Diem (5) MPD Personnel & (1) Advocate	\$20	6	1	\$120	
Inter-Island Per Diem Prosecutor	\$40	1	1	\$40	
Moloka'i Public/In service training					\$1560
Roundtrip Airfare for (5) Police Personnel, (1) Prosecutor and (1) Advocate	\$200	7		\$1400	
Inter-Island Per Diem for	\$20	6	1	\$120	
Inter-Island Per Diem Prosecutor	\$40	1	1	\$40	
Total Transportation and Subsistence					\$32,990
E. Supplies					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal		
Child Abuse-We Can All Help Prevent It, pamphlet	100	\$1.25	\$125		
Violence in the Family It's Everyone's Concern pamphlet	100	\$1.25	\$125		
Rate Your Relationship Are You Being Treated Right pamphlet	100	\$1.25	\$125		
Partner Abuse Rate Yourself or Someone You Know pamphlet	100	\$1.25	\$125		
Breaking Free From Family Violence pamphlet	100	\$1.25	\$125		
Your Body Belongs to You coloring book	100	\$1.40	\$140		
Physical Abuse is Never Okay coloring book	100	\$1.40	\$140		
DOE Reporter Cards	3000	\$940.00	\$940		
Jumbo Magnets	250		\$411		
Recycle bags	387	\$3.00	\$1140		

Crayons 4 pk (144 per bulk)	12	\$29.10	\$349	
			Total Supplies	\$3,745
F. Equipment				
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal	
Cannon Image Formula DR-M260 document Scanner	2	\$950.00	\$1900	
Olympus WS 852 digital recorders	100	\$60.00	\$6,000	
Digital Camera(s)	50	\$180	\$9,000	
			Total Equipment	\$16,900
G. Other Costs	Quantity	Cost by Unit	Subtotal	
Crimes Against Children Conference in Dallas, TX registration fees	4	\$600	\$2400	
End Violence Against Women International (EVAWI) Conference in San Francisco, CA registrations fees	6	\$645	\$3870	
Crimes Against Women Conference (CAWC)-Dallas, TX	6	\$500	\$3000	
Domestic Violence & Sexual Assault Training (to be determined) Las Vegas, NV	4	\$600	\$2400	
Venue for 2 day DV training	2 day		\$1000	
			Total Other Costs	\$12,670
H. Indirect Costs	Base	Rate (%)	Subtotal	
	\$		\$	
	\$		\$	
	\$		\$	
			Total Indirect Costs	\$
TOTAL PROJECT COSTS				\$109,946

BUDGET EXPLANATION:

A. Salaries and Wages

1. Covers the overtime cost incurred by (1) DVU Sergeant/Detective and (2) DVU investigators conducting project activities and investigations. Totaling \$15,505.00.
2. Covers the overtime cost incurred by (3) Sex Assault Detectives conducting project activities and investigations. Totaling \$ 13,136.00.

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. This contract of a 12-month period thru DocuSign Government at Carahsoft for E Filing of warrants of arrest and search warrants. This system will allow law enforcement to file warrants in a timely manner electronically thus creating a more efficient work flow. The contract will allow up to 1000 types of warrants to be filed electronically thru our Judicial system to include after hour warrant request. The majority for the request of warrants and filing of warrants of arrest are due to domestic violence and assault cases against women.

The E Filing system will allow police to file for warrants of arrest after normal business hours. Currently filing for warrants of arrest are done during normal business hours Monday to Friday. This filing system will allow warrants to be filed during the weekends and holidays ensuring immediate response to the apprehension of the offender.

2. Maui Police Department and Parents and Children Together will coordinate a two-day training relating to the behavioral trauma of Domestic Violence.

D. Transportation and Subsistence

(*Agency Match amount of \$27,487.00 will be paid from this category.)**

1. Covers round trip airfare between Maui to San Fransisco, CA for (6) six personnel for (5) five days to include (4 MPD personnel) out-of-state per diem, (4 MPD personnel) excess lodging, baggage, and parking fees to attend End Violence Against Women Conference.
2. Covers round trip airfare between Maui to Dallas, TX for (6) six personnel for (5) days to include out-of-state per diem, excess lodging, baggage, and parking to attend Crimes Against Women Conference.
3. Covers (4) four MPD personnel for (4) days to include out-of-state per diem, excess lodging, baggage, and parking to attend Domestic Violence and Sexual Assault training in Las VEGs, NV.
4. Covers the round trip airfare and one day per-diem between Maui and Molokai for (5) MPD personnel, (1) Maui Prosecutors Personnel and an Advocate. This is to provide a one day, three-part training event on the Island of Molokai, which includes, training for all three patrol watches of Molokai Patrol, training for the Department of Education-Molokai and a Community Engagement Forum.

5. Covers the round trip and one day per-diem for the Lanai Ferry ride between Maui and Lanai for (5) MPD personnel Detectives/Sergeant, (1) Maui Prosecutors Personnel, and (1) one Child and (1) Advocate. This is to provide a one-day, three-part training event on the Island of Lanai, which includes, training for all three patrol watches of Lanai Patrol, training for the Department of Education-Lanai and a Community Engagement Forum.

E. Supplies

1. Covers cost to purchase informational pamphlets/booklets relating to domestic violence and sexual assault that will be used for community forums.
2. Covers cost of jumbo magnet, recycle bags and crayons to be used for community forums, events and presentations within the community.

F. Equipment

1. Covers cost of 2) Cannon document scanners to be utilized by MPD personnel who investigate domestic violence and sexual assault type cases.
2. Covers cost of Olympus WS 852 digital recorders to be utilized by MPD personnel when investigating crimes relating to domestic violence and sexual assault in obtained evidence.
3. Covers cost of (50) Digital Camera(s) to be utilized by MPD personnel when investigating crimes relating to domestic violence and sexual assault to properly document evidence.

G. Other Costs

1. Covers the registration fee for the (4) four personnel attending the Crimes Against Children Conference.
2. Covers the registration fee for the (6) six personnel attending the End Violence Against Women Conference.
3. Covers the registration fee for (6) personnel attending Crimes Against Women Conference in Dallas, TX.
4. Covers the registration fee for (4) MPD personnel attending training relating to Domestic Violence and Sexual Assault.

H. Indirect Costs

Certifications

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

Certifications that apply on an as applicable basis:

- Certification Regarding Lobbying (AG/CPJAD #22)
For contracts totaling \$100,000 or more (including match)
- Certification of Non-Discrimination Complaint Procedures (AG/CPJAD #30)
For all agencies except Judiciary
- Certificate of Collaboration (AG/CPJAD #24)
For STOP VAWA criminal justice agencies (police, prosecutors, Judiciary)
- Certification Regarding Forensic Medical Examination Payments and Polygraph Testing Prohibition (AG/CPJAD #34)
For STOP VAWA criminal justice agencies (police, prosecutors, Judiciary)
- Certification Regarding Filing Costs for Criminal Charges or Protection Orders and Judicial Notification of Firearms Prohibition (AG/CPJAD #35)
For STOP criminal justice agencies (police, prosecutors, Judiciary)

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

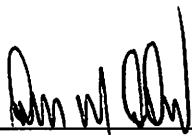
ACCEPTANCE OF CONDITIONS

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

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

SUBMITTED BY:

Signature:



Date:

2/10/21

Name:

Dean Rickard

Title:

Acting Chief of Police

Agency:

Maui Police Department

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF VAWA SPECIAL CONDITIONS
(for Government Contracts)

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

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

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

3. Reporting Requirements

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

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

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

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

4. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination

28 C.F.R. Part 38

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

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

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

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. Grantee, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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

Should any question arise as to whether a particular use of federal funds by a Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the Grantee is to contact CPJAD for guidance, and may not proceed without the express prior written approval of CPJAD.

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

Grantee and any subrecipient ("subgrantee") 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 sub-grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

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

policies, and guidance is available in the DOJ Grants Financial Guide Conference Cost Chapter.

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

10. Duplicate Award of Federal Funds

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

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

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

12. Prohibited Conduct Related to Trafficking in Persons

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

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

13. General Appropriations-Law Restrictions

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

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

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

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

Grantee’s response procedures must include a requirement to report by email actual or imminent breach of PII to the assigned CPJAD grant manager and to hawaiiag@hawaii.gov 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. VAWA Federal Eligibility Requirements

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

19. Civil Rights Provision

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

20. Non-Disclosure of Confidential or Private Information

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

21. Policy for Response to Workplace-related Incidents of Sexual Misconduct, Domestic Violence, and Dating Violence

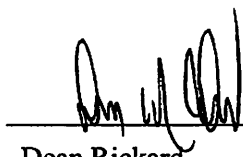
Grantee, and any subgrantee at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

22. Timely Expenditure of Funds

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

SUBMITTED BY:

Signature:



Date:

2/10/21

Name:

Dean 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 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

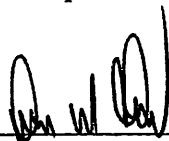
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- 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:

9/16/21

Name:

Dean 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, Hawaii 96793

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

DUNS Number: | Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number: | E-Mail Address:

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

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)**

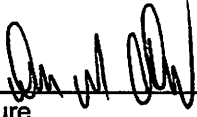
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

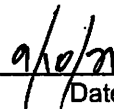
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (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 Rickard, Acting Chief of Police

Name and Title of Authorized Representative



Signature


Date

Maui Police Department

Name of Organization

55 Mahalani Street, Wailuku, Hawaii 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.