



MICHAEL P. VICTORINO

MAYOR
MM/me

OUR REFERENCE

YOUR REFERENCE

POLICE DEPARTMENT COUNTY OF MAUI

55 MAHALANI STREET
WAILUKU, HAWAII 96793

(808) 244-6400

FAX (808) 244-6411

October 25, 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: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS

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 Statewide Multi-Jurisdictional Drug Task Force (SMDTF) grant for the period of July 1, 2021 to June 30, 2022 in the amount of \$54,927.00.

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

Sincerely,

DEAN M. RICKARD
Acting Chief of Police

Enclosures

APPROVED FOR TRANSMITTAL

Michael P. Victorino
Mayor
11/2/21
Date

OFFICE OF THE
COUNTY CLERK

2021 NOV 12 AM 10:45

RECEIVED

COUNTY COMMUNICATION NO. 21-523

AGREEMENT

by and between the

DEPARTMENT OF THE ATTORNEY GENERAL

and the

COUNTY OF MAUI

Relating to Project No. 19-DJ-04

This Agreement ("Agreement") is effective as of July 1, 2021 ("Effective Date"), by and between the Department of the Attorney General, State of Hawaii ("Agency") and the County of Maui, whose business address is 200 South High Street, Wailuku, Hawaii 96793 ("Grantee"), for the benefit of the Maui Police Department, which is identified as the applicant in Part I of Exhibit "A" attached hereto (collectively, "the Parties").

RECITALS

WHEREAS, Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 34 U. S. C. §§ 10101 et seq., as amended (hereinafter "Act"), was enacted to make grants to states and units of local government, for use by the State or unit of local government to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems to support a range of program areas including: law enforcement; prosecution and court; prevention and education; corrections and community corrections; drug treatment and enforcement; planning, evaluation, and technology improvement; crime victim and witness initiatives; and mental health programs and related law enforcement and corrections programs;

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

WHEREAS, Agency applied for Edward Byrne Memorial Justice Assistance Grant Program (JAG) Funds in the form of a JAG award;

WHEREAS, on or about September 18, 2019, the Bureau of Justice Assistance ("BJA"), which is a component of the Office of Justice Programs ("OJP"), U.S. Department of Justice, awarded Agency \$810,917 in JAG Funds, Award No. 2019-DJ-BX-0069 ("Award");

WHEREAS, Grantee is qualified to receive funds available to the State under the Act and its respective implementing regulations contained in the JAG State Solicitation, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800 (together, the

“Part 200 Uniform Requirements”) and has submitted an application to Agency for receipt of the same as a subgrantee, a copy of which 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. REIMBURSEMENT

(a) Subject to availability of funds, Grantee shall be reimbursed for all actual, allowable, allocable, and reasonable costs it incurs in performing the Scope of Services under this Agreement in an amount not-to-exceed fifty-four thousand, nine hundred twenty-seven and no/100 dollars (\$54,927.00) (hereinafter, “NTE Amount”). Grantee acknowledges and agrees that it will not be reimbursed for any costs it incurs in excess of the NTE Amount in performing the Scope of Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATIONS

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

6. CONFIDENTIAL MATERIAL

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

provided by the Grantee or the Agency shall be kept confidential only to the extent permitted by law. Grantee shall comply with the requirements of Chapters 487J, 487N and 487R, Hawaii Revised Statutes as applicable.

7. COPYRIGHT AND PATENT

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

8. CONFLICT OF INTEREST

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

9. PROGRESS REPORTS

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

10. COOPERATION WITH DATA COLLECTION; ASSESSMENTS

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

11. SUBCONTRACTING; ASSIGNMENT

Grantee shall not subcontract or assign any portion of the Scope of Services under this Agreement without first obtaining the prior written approval of Agency. If Grantee obtains Agency’s approval to enter into a subcontract, Grantee shall ensure that the subcontract is in writing signed by both parties, includes all required provisions, and that the term of the

subcontract does not exceed the Project Period of this Agreement. Grantee shall also ensure that the subcontractor has complied with all applicable requirements and conditions before any funds are disbursed to the subcontractor.

12. INDEPENDENT CONTRACTOR

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

13. INDEMNIFICATION

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

14. MODIFICATION OF CONTRACT

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

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

- (i) Changes in the Scope of Services within the scope of the Agreement;

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

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

15. TERMINATION FOR CAUSE; CONVENIENCE

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

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

(c) Grantee shall be entitled to be reimbursed for all allowable, allocable, and reasonable costs actually incurred up to and including the date of Grantee's receipt of the Notice of Termination for Cause or Notice of Termination for Convenience, whichever is applicable. Any costs incurred by Grantee after Grantee's receipt of such notice will be eligible for

reimbursement only if they represent unavoidable or reasonable wind-down costs as determined by Agency in Agency's sole discretion.

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

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

16. WAIVER

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

17. DISPUTES

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

18. GOVERNING LAW

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

19. SEVERABILITY

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

20. ENTIRE AGREEMENT

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

21. AUTHORITY TO ENTER INTO AGREEMENT

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

22. COUNTERPARTS

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

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

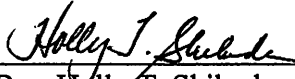
"Agency"

DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII

APPROVED AS TO FORM:



Deputy Attorney General




By: Holly T. Shikada
Its: First Deputy Attorney General
Date: 10-14-2021

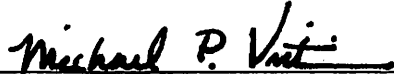
"Grantee"

COUNTY OF MAUI

APPROVAL RECOMMENDED:




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




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

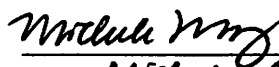
APPROVED AS TO FORM AND
LEGALITY:



By: Keolu Whittaker
Its: Deputy Corporation Counsel
Date: 9-17-21



By: Scott K. Teruya
Its: Director of Finance
Date: SEP 20 2021



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

**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION
DEPARTMENT OF THE ATTORNEY GENERAL
APPLICATION FOR GRANT
FY 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART I. TITLE PAGE

- A. PROJECT TITLE: STATEWIDE MULTI-JURISTICTIONAL DRUG TASK FORCE (SMDTF)
- B. APPLICANT AGENCY: MAUI POLICE DEPARTMENT
SYSTEM FOR AWARD MANAGEMENT (SAM)
- C. REGISTRATION: ☒ Yes ☐ No DUNS No. 033608782
- D. APPLICATION RANKING WITHIN AGENCY: _____ (as determined by agency head)
- E. ADDRESS: 55 MAHALANI STREET City WAILUKU Zip 96793
PRIMARY PLACE OF MAUI Zip + 4
- F. PERFORMANCE: City COUNTY State HI digits 96793-2530
- G. PROJECT PERIOD: From July 1, 2021 To June 30, 2022
- H. FEDERAL PROGRAM AREA: Law Enforcement Programs
- I. STATE PRIORITY AREA: Drug - Enforcement
- J. SCORING INCENTIVE AREA(S): Check All That Apply
☐ Evidence-Based Program
☒ Multi-Agency Collaboration
☐ Criminal Justice Intersect to address Homelessness
- K. TYPE OF APPLICATION: • New ☐ Continuation ☒
- L. TOTAL PROJECT AMOUNT: \$ 54,927
- M. OTHER FUNDING SOURCES:
Is the proposed project seeking other sources of funding? Yes ☒ No ☐ If yes, then provide name of the source or grant program and the amount of funds that is being sought: Source HIDTA Amount \$160,000
- N. PROJECT DIRECTOR
Name: Wade M. Maeda Title: Captain
Address: 55 Mahalani Street, Wailuku, HI, 96793
Telephone 808-244-6456
E-Mail: wade.maeda@mpd.net
- O. FINANCIAL OFFICER
Name: Lesley Ann Uemae Title: Accountant II
Address: 55 Mahalani Street, Wailuku, HI, 96793
Telephone: 808-244-6309
E-Mail: lesleyann.uemae@mpd.net

FOR CPJAD USE

Date received: 2/16/21; Rev. 6/22/21

Project Number: 19-DJ-04

EXHIBIT A

**APPLICATION FOR GRANT
FY 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART II. DESCRIPTION OF PROJECT

A. THE PROBLEM

The importation and distribution of narcotics continues to be the main problem that plagues the State of Hawaii and its people. The use/abuse of illicit drugs are at the root of crimes that plague our State. These are "Crimes against Persons" (assaults, terroristic threats, abuse, murder, etc) and "Crimes against Property" (thefts, burglaries, property damage, etc). It is my belief that if we can concentrate our efforts and reduce the importation and distribution of drugs, we will be able to reduce the impact these associated crimes have on our citizens and visitors alike. We need to send a clear message that the importation, distribution, sale, and use of illicit drugs will come with severe consequences.

This award gives Law Enforcement a fighting chance to battle these criminal activities. More now than ever, Law Enforcement agencies nationwide are expected to protect and serve their communities on budgets of years past and with constant budget cuts. This project provides task forces the opportunity to train their members on the latest in officer safety, new technology, methods of operation (of the Drug Trafficking Organizations or DTO), and provides specialty safety equipment not normally provided. It further provides funding to sustain long term investigations into the upper levels of these drug trafficking organizations.

Below is a chart that we hope will provide a picture of the narcotics issues we have within Maui County. It should be noted that long term investigations are the most effective ways of dismantling or disrupting drug trafficking organizations. Therefore, statistics will vary depending on investigation type;

2020

Title III investigations	1
Search Warrants	107
Narcotics arrests (persons)	69
Narcotics invest.	447
Drug Trafficking Organizations (Disrupted)	60
Processed Marijuana	1,774.69 g
Hashish	21.88 g
Crystal Meth.	6,896.38 g
Cocaine	280.2 g
Heroin	739.93 g
Fentanyl	35.16 g

Firearms	9
Monies/assets seized	\$148,199.13
Pharmaceuticals	158 pills

We, as a Law Enforcement community, cannot surrender this battle against existing and up and coming Drug Trafficking Organizations. We cannot surrender our families, friends, associates, and communities as a whole. This program plays a major role in this battle. Without funding assistance, this task force would not be able to conduct long term and impactful enforcement operations into upper level drug trafficking organizations. For example, the Maui Task Force initiated several State Title III investigations within the last couple years. These investigations provided probable cause that led to successful Title III investigations for the Drug Enforcement Administration (DEA) and Federal Bureau of Investigation (FBI) alike. The task force completed a Title III investigation in 2020, Operation "King's Crown" resulting in thirteen (13) search warrants, three (3) arrest warrants, three (3) global positioning system (GPS) devices, four (4) Title III wiretap applications and thirteen (13) pen register-trap and trace orders.

A FEW OF THE MAUI TASK FORCE HIGHLIGHTS:

January 2020:

In January 2020, Officer Craig STEPHENS received information about a male target distributing cocaine in the Kahului area. At the time the only known information on the target was that he was a Caucasian male who operated a gray Nissan Titan. On January 17, Officer STEPHENS utilized a confidential informant to conduct a controlled purchase of 26.96 grams of cocaine from the male who was later identified as an adult male. Investigation revealed that the adult male resided in Kihei which is a cottage situated to the rear of the main residence of Vice Gambling Officer Jerry BARRERA. The adult male, his girlfriend and 3-month old daughter were found to be residing in and renting the cottage from Officer BARRERA.

On January 22, a second purchase of cocaine was planned from the adult male. The CI utilized in this case advised that they would be comfortable with introducing an Officer acting in the undercover capacity to the target. Acting Sergeant A. SOUZA was introduced to the adult male target and conducted a controlled purchase of 12.23 grams of cocaine and the two agreed to meet within a week to make another purchase. During the meet, Acting Sergeant A. SOUZA was able to ascertain that the adult male target was having the cocaine shipped in to Maui. Subsequent follow ups revealed that the adult male target was shipping the packages directly to his rental cottage.

On January 27, a third purchase from the male target is conducted by Acting Sergeant A. SOUZA where 55.77 grams of cocaine is purchased. During this meet Acting Sergeant A. SOUZA brokers a deal for four ounces of cocaine for later in the week.

On January 30, 2020 Officer C. STEPHENS and assisting Vice Officers set out to execute State of Hawaii search warrants SW2020-0036 (Person), 0037 (Residence), 0038 (vehicle), 0039 (vehicle) and 0040 for the male target's cellular phone. At 1705 hours the

male target was contacted at 320 Ohukai Road in Kihei where he was detained without incident. Search of his person resulted in no items of evidentiary value. Search of vehicle resulted in the recovery of 111.71 grams of cocaine and the male target's cellular phone which will be searched at a later date. Vehicle was seized and transported to the Kihei Police Station. The male target was subsequently arrested and transported to his residence.

At 1750 hours Search Warrant 2020-0037 was executed on the male target's residence. His girlfriend was contacted and was advised of this investigation. Search of the residence resulted in the recovery of 1.55 grams of cocaine, 3.42 grams of marijuana and packaging of which the cocaine had been shipped to and received by the male target on this date. Also located were receipts from electronic money transfers suspected to be proceeds from narcotics sales being sent to the male target's source. \$5,500 in US currency was located and recovered of which some of the proceeds were linked to the previous controlled buys conducted by Acting Sergeant A. SOUZA. Search of vehicle LJF747 revealed no items of evidentiary value.

February 2020:

On February 4, 2020, DEA Agent Erik KLAPMEIER requested assistance from the Vice Narcotics division. DEA advised that a target of an active investigation, identified as an adult male, was arriving to Hawaii from California and was scheduled to make stops on the Big Island, Oahu, Kauai and Maui. Through investigation it was learned that the male had booked a flight from Kauai to Maui and would be arriving on Maui at 1515 hours. A local adult male, a resident of Kihei, had been previously identified as a down line from the target male and the two were in communication leading up to the target male's arrival.

At about 1515 hours, Hawaiian Airlines flight HA340 arrived on Maui and Vice Officers surveyed the target male from the jet way to the baggage claim, where he retrieved his checked bag, then proceeded curbside. Shortly thereafter, a Nissan sedan registered to the local male, arrived and picked the target male up. Surveillance units were able to identify the driver and surveyed the vehicle to Walmart, then to the Tesoro gas station off of Ohukai Road in Kihei then to the Grand Wailea Hotel where the target male exited the vehicle with his suitcase and the two parted ways. Shortly thereafter, at the direction of the DEA case agent Timothy NGUYEN (Oahu), a traffic stop is conducted on the local male off of south Kihei Road in the parking lot of the Kamaole Sands Condominium. The local male is contacted and after a positive canine screening, DEA Agent KLAPMEIER subsequently searches the vehicle. The search resulted in the recovery of a Titan .25 caliber handgun containing 7 rounds within the magazine, an air soft gun, 68.43 grams of crystal methamphetamine, approximately 1 ounce of processed marijuana and multiple items of drug paraphernalia. The local male was subsequently arrested by Agent KLAPMEIER and was transported to the Wailuku Police Station without incident. The male was later released pending investigation.

April 2020:

On Saturday April 25, 2020 at about 0805 hours, Officer Chase BELL, assisting Vice Officers, DEA Agent E. KLAPMEIER and the Special Response Team executed an after-hours telephonic Federal Search warrant on a premises in Makawao. The target of this investigation, an adult male, was contacted and detained without incident as he was leaving his residence within his vehicle. Also located in the vehicle was his 9-year-old juvenile daughter who was contacted and later turned over to her grandmother, who is her legal Guardian.

Located within the residence was the targets girlfriend, who was contacted and detained without incident. The Special Response Team conducted the entry and clearing of the residence. No other persons were located within.

The adult male refused consent to search of his vehicle and a subsequent canine screening was conducted resulting in a positive alert. The vehicle was seized pending a search warrant. His girlfriend's vehicle was also seized and both vehicles were towed to the Kihei Police Station.

Search of the residence led to the recovery of a 22 caliber rifle, \$11,203 in US Currency, 22.19 grams of cocaine, 26.16 grams (Gross) of heroin, 715.57 grams of marijuana, one (1) - 22 caliber round, one (1) - shotgun round, 20 - .556 rounds, 23 - .38 caliber rounds, a box of aerial fireworks and multiple items of drug paraphernalia.

The male party was arrested by Agent KLAPMEIER and was transported to the Federal Detention Center on Oahu with the assistance of DEA Task Force Officer Chase BELL.

May 2020:

On Monday, May 11, 2020, Officer David JAKUBCZAK and assisting Vice Officers executed an after hour search warrant on an adult female, her premises in Kihei and her vehicle.

Officers approached the residence and conducted a knock and announce. After about 30 seconds and no answer at the door, entry was made to the residence. Located within the residence where four adult individuals including the target of this investigation.

Search of the residence resulted in the recovery of \$6,462 in US Currency, 102.78 grams of crystal methamphetamine, 5.19 grams of heroin, 1.44 grams of marijuana, and multiple items of drug paraphernalia.

An adult male within the residence was arrested for two counts Promoting a Dangerous Drug III (Heroin and Methamphetamine). The target of the investigation was arrested for Promoting a Dangerous Drug I (Methamphetamine), Promoting a Dangerous Drug I (Heroin), Promoting a Controlled Substance Near a School and Promoting a Detrimental Drug III.

Both parties were transported to the Wailuku Police Station without incident.

As a follow up to this investigation, it was learned that there was an inbound postal package addressed to the female target. On Saturday, May 16 the parcel was intercepted at the Kihei Post Office. A canine screening was conducted by Officer Mike VICTORINE resulting in a positive alert. The package was subsequently sent to Postal Inspector Brian Shaughnessy who executed a search warrant on the package. Search of the package resulted in the recovery one pound of crystal methamphetamine and approximately 75 grams of heroin.

July 2020:

In early July 2020, Officer Lucas HETZLER received information from a confidential informant about a potential inbound package from Nevada containing illicit narcotics. The target residence in Kahului was flagged and a package was subsequently intercepted at the Honolulu Process and Distribution Center (PDC). A canine screening was conducted on the package resulting in a positive alert. A search warrant was drafted by US Postal Inspector Michael ERCOLANO and search of said package resulted in the recovery of 470 grams of crystal methamphetamine. The package was seized and was entered into evidence pending further follow ups.

Following the seizure of the first package, US Postal Business records were reviewed when a second Maui address was located attached to this DTO. The address identified was located in Wailuku. On Tuesday August 11, a subject parcel entered the mail stream destined for the new target address and was subsequently seized at PDC. A canine screening was conducted resulting in a positive alert. US Postal Inspector Michael ERCOLANO drafted a warrant for the parcel and a search revealed that the package contained 450 grams of crystal methamphetamine.

Said parcel was addressed to a female with an originating address in Nevada. DEA Agent Erik KLAPMIER drafted a tracker and beeper warrant for the package in anticipation of a controlled delivery. On Thursday August 13, DEA agent Erik KLAPMIER along with USPIS Michael ERCOLANO, HPD DEA Task Force Officers, Vice and SRT Officers set out to conduct a controlled delivery of the parcel. At about 1255 hours the parcel was delivered to the Wailuku address where it was left at the front door. After a short time, an adult female retrieved the package and subsequently transported the item to a business in Wailuku. This business was identified as the work place of the female whom the package was addressed to. The adult female who delivered the package was observed entering the business with the package and subsequently left the business without the package a short time later. After approximately two hours the beeper/tracker which was affixed to the package alerted. Entry was made to the business where the target was located with the opened package. The female was subsequently arrested by DEA Agent KLAPMIER under Federal Drug charges and was later released pending investigation.

September 2020:

On September 2, 2020, Officer Alike MULLEN, officers assigned to the Vice Division and HSI Agent Uday DEVINENI, executed State of Hawaii Search Warrants on a local male and his residence in Kahului.

As a result of the search, multiple zip lock packets and bags in various sizes containing crystal methamphetamine, marijuana, several unmarked pills, drug paraphernalia associated with the use, sales and distribution of illicit narcotics and United States Currency were recovered from his person and residence.

A total of \$20,100.00 in United States Currency, a total of 5.59 grams (Net Weight) of marijuana and a total of 1941.92 grams (4.28 pounds) of crystal methamphetamine was recovered.

The party was subsequently placed under arrest for the offenses of Promoting a Dangerous Drug I and Promoting a Detrimental Drug III and was transported to the Wailuku Police Station where he was later charged.

October 2020:

On October 13, 2020, at about 1430 hours, Officer David JAKUBCZAK received information from a confidential source that an adult male was in possession of a large quantity of crystal methamphetamine, possibly heroin and United States currency.

The source indicated that the male was on his way to the Wailuku area near Waiale Road and Mission Street to conduct a drug transaction. While waiting for the meet to occur in the area, Kihei patrol officer Aasin TORRICER.

observed the local male to be operating a vehicle. Officer TORRICER attempted to initiate a traffic stop of the vehicle in the McDonald's parking lot in Kihei, however the male party reversed, struck a fire hydrant and fled the area. Officer TORRICER followed the vehicle from a distance headed north on S. Kihei Road, and eventually lost sight of it. Shortly after losing sight of the vehicle, Officer TORRICER was flagged down by a bystander, who directed him to where the adult male's vehicle was parked in the Kihei Villages Apartment Complex. Officer TORRICER eventually saw the male walking on Kenolio Road and informed him that he was under arrest for an outstanding parole violation warrant. The male fled on foot and resisted arrest however was later subdued near the intersection of S. Kihei Road and Uwapo Road. The male was in possession of a black and white backpack and admitted to having crystal meth and U.S currency within. Officers TORRICER and Vice Officer David JAKUBCZAK obtained consent to search of the male's backpack and vehicle. As a result of the search, 440.71 grams of crystal methamphetamine, 4.96 grams of heroin, 0.55 grams of marijuana, two green alprazolam pills, 32 blue diazepam pills, seven white alprazolam pills, four yellow alprazolam pills 10 blue diazepam pills, 30 partially crushed pills (unknown type), \$8408.00 in U.S currency and drug paraphernalia associated with the use, sales and distribution of illicit narcotics were recovered as evidence.

The male was subsequently placed under arrest by Officer TORRICER for a parole violation warrant, resisting an order to stop a motor vehicle, resisting arrest and duty upon striking unattended vehicle. Officer JAKUBCZAK arrested the party for Promoting a Dangerous Drug I and multiple other drug related offenses.

October 2020:

On Monday October, 26, 2020, at about 1515 hours, Officer Paul FEAGAI, officers assigned to the Vice Division, HSI agent Uday DEVINENI and DEA Agent Erik KLAPMIER executed state of Hawaii search warrants on an adult female and her residence in Kihei.

As a result of the search, 266.53 grams of crystal methamphetamine, 2.06 grams of heroin, drug paraphernalia associated with the use, sale and distribution of narcotics and \$256.00 US currency was recovered from her residence. A local male located at the residence consented to a search of his black backpack. As a result of the search, 15.55 grams of crystal methamphetamine, 2.41 grams of marijuana, and drug paraphernalia associated with the use of narcotics were recovered from within the backpack. Both parties were subsequently placed under arrest for multiple drug offenses and transported to the Wailuku Police Station.

October 2020:

On Saturday, October 31, 2020, at about 1610 hours, Officer Paul FEAGAI, officers from the Vice Division, HSI agent Uday DEVINENI and DEA Agent Erik KLAPMIER executed State of Hawaii search warrant on the person of an adult female.

At about 1608 hours, the female's adult boyfriend, who was operating a rental vehicle picked up two black storage bins with yellow lids from Trans Air Cargo and left the area.

At about 1610 hours, officers traffic stopped both parties who were in separate vehicles. Both parties consented to a search of the storage bins resulting in the recovery of, 230.50 grams of crystal methamphetamine and drug paraphernalia associated with the use and sales of narcotics.

Both parties were subsequently placed under arrest for the offense of Promoting a Dangerous Drug I and transported to the Wailuku Police Station where they were later released pending investigation.

November 2020:

On Friday, November 6, 2020, Vice Narcotics was contacted by US Postal Inspector Michael ERCOLANO who advised that a parcel, containing in excess of 900 grams of crystal methamphetamine had been seized from the mail stream. The parcel was destined for a postal box on Molokai.

MPD Vice, DEA Maui and US Postal coordinated to conduct a controlled delivery on the parcel. On Tuesday, November 10, 2020 at 0130 hours Officers assigned to this operation boarded a Coast Guard vessel and were transported to the island of Molokai.

At about 0730 hours, US Postal Inspector Michael ERCOLANO inserted into the Molokai Post Office in anticipation of the parcel being received by an adult male. At about 0930 hours, it was learned that a postal employee, did not follow clear and precise instructions as to the distribution of the package and released the item to an unknown

male without obtaining the individuals ID or a signature. Surveillance units set up in the area observed an unknown male running away from the post office with a box matching the description of the target parcel. Units also observed a Red Ford Expedition in the area of the Post office, that had been seen at the targets residence earlier that morning. After learning that the parcel had been wrongfully distributed, checks were made in the area for the Red Ford Expedition. After a brief search the vehicle was located and a traffic stop was conducted. Other Officers assigned to this investigation responded to the targets neighborhood where the beeper tone for the tracker began alerting. As Officers approached the targets residence the beeper tone strengthened. The target was located in the open carport along with the target parcel where he was detained without incident. The male was advised of his rights and confessed to the ownership of one pound of the seized crystal methamphetamine and stated that the other pound was for another adult male. Attempts to contact him proved fruitless.

Background investigation revealed that the target had received three other parcels in the previous three weeks and admitted that each of those parcels contained a half a pound of crystal methamphetamine each. Furthermore, the target consented to a search of his residence and backpack resulting in the recovery of the previous shipping labels, drug notes and other items of drug paraphernalia. The target was released from the scene and is pending future Federal prosecution.

November 2020:

During the week of November 15, 2020, Officer Paul FEAGAI received information from a confidential source that an adult male #1 (Adult Male #1 hereinafter referred to as ADM#1) was in contact with a source of supply (Source of supply referred to as SOS) who was looking to distribute pound quantities of crystal methamphetamine. During the course of the investigation, Officer FEAGAI identified the SOS as a local male from Waiehu. That party is a convicted felon and is currently on parole. Furthermore, SOS is the target of a previously initiated long term investigation, Operation "Bushido", in which multiple ounces of crystal methamphetamine have been recovered from through controlled purchases.

On Wednesday November 25, 2020, Officer FEAGAI and officers from the Vice Division conducted surveillance on SOS throughout the course of the day. At about 0910 hours, a suspected drug transaction between ADM#1 and SOS took place at Kahului Trucking and Storage. Through investigation it was learned that the company SOS works for, rents two storage units within the facility. A canine screening was conducted on multiple units resulting in the alert of one of the units rented by the company. Officer Lucas HETZLER drafted warrants for both units. Through use of a confidential source, a buy bust type operation was devised. At about 1930 hours, Officer FEAGAI received information that a drug transaction involving ADM#1 and SOS would take place in the area of the Maui Raceway Park. It was learned that ADM#1 was with his source and wanted to sell a large quantity of crystal meth to the confidential sources. Surveillance units located ADM#1's vehicle bearing Hawaii license plates LDU-250, parked on Mehomeha Loop, fronting the Maui Human Society. Surveillance units remained in the area and were able to identify SOS's vehicle bearing Hawaii license plates 273-TVD

parked in the middle of the roadway approximately 100 yards from the Maui Veterans Highway on Kamaaina Road.

Several minutes later ADM#1 drove across the highway to where SOS's vehicle was parked. Once officers verified their identities and the confidential sources confirmed that a drug transaction was occurring, officers approached their location and detained all individuals involved.

A consent to search the ADM#1's vehicle, person and property were obtained at the scene. As a result of the search 1.47 grams of heroin, 7.95 grams of crystal methamphetamine and \$1052.00 of U.S currency was recovered from his person. Recovered from his vehicle were drug paraphernalia associated with the use and sales illicit narcotics and 888.37 grams of crystal methamphetamine. SOS also voluntarily gave consent to search his vehicle which resulted in the recovery of \$3658.00 in U.S currency.

No items of evidentiary value were located as a result of the execution of the search warrants on the storage lockers.

Through investigation it was confirmed that SOS is ADM#1's source of supply and gave the 888.37 grams of crystal methamphetamine to ADM#1 prior to Police arrival.

B. GOALS AND OBJECTIVES

The overall goal of the SMDTF is to disrupt the flow of drugs through the coordination of operations, drug seizures, and the sharing of information, personnel, and resources. The purpose is to reduce drug availability, drug crime, and drug use. The apprehension of middle to high level distributors importing and distributing illegal narcotics into and within the State of Hawaii will be of high priority.

OBJECTIVES

Information and Intelligence Gathering

Objective 1: Ensure law enforcement agencies in different jurisdictions work together as a single enforcement entity with the ability to improve communication, share intelligence, and coordinate activities through a MOU.

Objective 2: Increase collaboration and sharing of resources pertaining to narcotic investigations, interdictions and missions through semi-annual meetings.

Objective 3: Increase the ability to complete missions across Hawaii by participating in joint task force missions across the State as requested.

Specialized Training

Objective 4: Increase the knowledge of vice officers by providing specialized trainings in topics pertaining to narcotics, canine handling issues, conducting high quality narcotics investigations, current drug trends, smuggling and distribution techniques, confidential informant development and management, officer safety, and State/Federal laws that impact the task force.

Investigations

Objective 5: Decrease the number of drug trafficking organizations in the community by disrupting and/or dismantling DTOs or mid to high level distributors.

Drug Seizures

Objective 6: Reduce the number of drugs on the street by seizing narcotics as applicable.

Objective 7: Reduce the number of drug assets on the street by seizing weapons, vehicles, and U.S. currency as applicable.

Community drug Education and Awareness

Objective 8: Increase the knowledge of community members/groups by giving presentations in drug demand reduction at schools and in the community.

C. PROJECT ACTIVITIES

1. The participating task force agencies shall work in a coordinated effort in accordance with the Memorandum of Understanding (MOU) and will keep an updated copy at each department. The joint task force personnel from the Hawaii County Police Department, Maui Police Department, Kauai Police Department, Honolulu Police Department, and State Narcotics Enforcement Division will continue to communicate through face-to-face meetings, telephone, and/or email. We will continue to participate and assist in interagency investigations involving local, state, and federal jurisdictions as needed. These meetings will be used to coordinate joint operations, training, share information and intelligence, and discuss other enforcement efforts.
2. The task force will direct their investigative efforts towards identifying and arresting those mid to high level individuals involved in narcotics related offenses. Personnel will accomplish this by using traditional, as well as new and innovative investigative methods and by cultivating, managing, and directing confidential informants and/or undercover officers to conduct certain activities in furtherance of narcotics investigations.
3. The task force will direct their investigative efforts towards identifying and disrupting and/or dismantling drug trafficking organizations. Arresting and prosecuting mid-

level dealers, high-level dealers, traffickers and Drug Trafficking Organizations (DTO's) will be the priority of the task force. Low-level dealers will sometimes be targeted in hopes of utilizing them and their information to infiltrate the upper-level dealers, traffickers and DTO's. Personnel will accomplish this by using traditional, as well as new and innovative investigative methods to accomplish the task.

4. Task force members will direct their investigative efforts towards recovering illegal narcotics to include but not limited to cocaine, crystal methamphetamine, heroin, diverted pharmaceutical pills, marijuana and/or its derivatives, etc.
5. Training of personnel is an essential component to the drug enforcement program. Training will include attending conferences and workshops with topics that will be instrumental in increasing the attendees' knowledge, investigative abilities, and work performance. Training will also familiarize the narcotics' officers with current and up-to-date trends of various narcotics concerns (to include officer safety issues) and investigative techniques.
6. The task force will look to implement the following: The Maui contingency has offered the use of our Title III monitoring rooms/stations and of course, manpower to our counterparts from HCPD, HPD, KPD, and NED, respectively. This is to curb costs associated with the purchase and maintenance of Title III equipment. We plan the following in state task force support/operations;
 - Provide the monitoring room
 - Provide manpower within the aforementioned room (to monitor calls)
 - Provide manpower on said islands (for investigative purposes).
7. Educating community members/groups about the narcotics-related topics is important in recognizing narcotics offenses. All too often community members are affected by narcotics use; they either become victims of a narcotics driven crime or the narcotics user is a family member/relative. Educating the community about narcotics-related topics will provide the community with an awareness of indicators to look for when narcotics use and/or distribution is suspected and inform them of the available steps to take when narcotics offenses are suspected.
8. Joint task force operations and missions will be coordinated by the respective Vice Division Commander at either the semi-annual or a special meeting (or as the need arises). The lead agency will be responsible for collecting and reporting the statistics from that joint task force mission. Each county will be responsible for their own expenses when their officers travel to another jurisdiction (i.e. airfare, ground transportation, per diem, etc.). Each officer will also follow their respective agency's "Use of Force" policy. The policy is covered within the task force Memorandum of Understanding (MOU). The MOU is reviewed on a yearly basis for any needed modifications.

9. Investigative efforts will be directed towards the identification and arrest of mid to high level drug traffickers and dealers for prosecutorial purposes. Search warrants, buy/busts, controlled deliveries, wiretaps, etc, will be utilized as investigative tools to seize drugs, assets, arrest responsible parties, and disrupt and/or dismantle drug trafficking organizations. When available, we will provide other agencies with undercover police officer(s) for short or long term investigative efforts.

In the process of conducting drug investigations, enough evidence shall be collected to arrest suspects and to initiate prosecutorial procedures on a daily basis from the beginning of the project. The timeline for the project is the duration of the project dates.

10. This multi-jurisdictional task force represents a coordinated effort involving county police departments along with state and federal law enforcement agencies. Funding will allow the SMDTF to continue to conduct surveillance and covert operations to interdict drugs, arrest drug dealers and couriers, seize monetary assets and property gained from the sale of narcotics. Funding will allow for continued intelligence and information sharing; training and assessment of canine drug dogs; joint operational planning; training to increase officer knowledge, effectiveness, safety; and opportunities to meet, work, and train with other state and national law enforcement agencies.
11. For this project, we will be looking to purchase the services of a special corporation called Cellebrite to help with access locked Apple iPhones and Android type phones. Cellebrite is a company which specializes in unlocking Apple and Android products and utilize cutting edge technology to defeat the electronic equipment's security measures. Drug traffickers utilize cellular telephones/computers/devices to communicate within the organization, including the use of social media instant messaging sites (Facebook Messenger, What's App, Snapchat, etc.) We seize the suspect's electronic equipment and send it off to Cellebrite, who then unlock the equipment and allow us to download the data for prosecution purposes.

TARGET POPULATION:

Arresting and prosecuting mid-level dealers, high-level dealers, traffickers, and Drug Trafficking Organizations (DTO's) will be the priority of the task force. Low-level dealers will sometimes be targeted in hopes of utilizing them and their information to infiltrate the upper-level dealers, traffickers, and DTO's.

Each active agency within the SMDTF will primarily serve their county's population or areas of responsibility. The agencies involved in the SMDTF are separated by bodies of water and the local agency would have an intimate knowledge of their own communities' problems, strengths, and drug trends. The Maui County Police Department is also responsible for the islands of Lanai and Molokai. These drug traffickers and dealers have no boundaries. It is imperative that we work together.

GAINS/BENEFITS/IMPROVEMENT/IMPACT:

If the project is carried out as in past projects, it will undoubtedly make a significant impact in the County of Maui and the State of Hawaii. Drug traffickers and dealers will be taken off the streets as well as being placed in prison. The distribution of their poisonous products will be disrupted thus reducing the amount of drugs that are on our streets. Our communities will experience a better quality of life with less drugs available to poison our populace. Their illegally obtained assets would be forfeited, and monies from the forfeitures would benefit the criminal justice system by providing training, equipment, and capital improvement projects.

D. PROJECT ORGANIZATION AND MANAGEMENT

The Project Director shall be the Captain of the Maui Police Department's Vice Division. The Captain shall be responsible for the overall project. The Captain shall report to the Assistant Chief of the Investigative Services Bureau. The Financial Officer shall be the Accountant of the Maui Police Department who shall be responsible for the timely submission of all financial reports relative to this project. Project accountability shall be maintained by the Project Director submitting monthly reports to the Assistant Chief of the Investigative Services Bureau for review. The monthly report will also be forwarded to the Financial Officer for cross referencing and review of expenditures. The Financial Officer will provide the Captain with financial reports for cross referencing.

E. PERSONNEL

All personnel assigned to this project will be employed full-time by the Maui County Police Department. There will be no hires for this project.

The Vice Captain is responsible for directing and managing the Vice Division which is responsible for narcotics investigations, gambling/morals investigations, and forfeiture investigations. The Captain is also tasked with managing and administering the grant projects.

The Vice Narcotics Lieutenant is responsible for the field operations of the Narcotics Unit, and he reports directly to the Vice Captain.

Two (2) Vice/Narcotics and one (1) K-9 Sergeant are responsible for the field supervision of the investigators and coordination of the drug investigations. They report directly to the Vice Narcotics Lieutenant.

The thirteen (13) Narcotics Officers are responsible for conducting drug investigations and report directly to their Sergeants. Three of the thirteen (13) officers also have drug detector canines as collateral duty.

The Gambling/Morals Sergeant is charged primarily with overseeing operations on the gambling/morals investigations. However, he is also assigned part-time to the Narcotics

Unit and assists with narcotics surveillance, search warrant execution, mass arrests investigations, etc. He reports to the Vice Lieutenant.

The three (3) Gambling/Morals Officers are responsible to conduct gambling/morals investigations, and reports directly to the Gambling/Morals Sergeant. However, they are also assigned part-time to the Narcotics Unit and assists with narcotics surveillance, search warrant execution, mass arrests investigations, etc. Note: there are currently two vacancies in this area.

The Forfeiture Sergeant is responsible for all of the department's forfeitures. However, he is also assigned part-time to the Narcotics Unit and assists with narcotics surveillance, search warrant execution, mass arrests investigations, gambling/morals investigations, etc. He reports directly to the Vice Captain.

The Technical Equipment Specialist is responsible for the maintenance, acquisition, repair, and replacement of the surveillance equipment. He also provides in-service training to the sworn officers for the Narcotics and the Gambling/Morals Units. However, he is also assigned part-time to the Narcotics Unit as most of the surveillance equipment is utilized by the Narcotics Unit. He reports directly to the Vice Captain.

The Intelligence Analyst is from the National Guard Counter-drug program charged with intelligence and statistical work for the Narcotics Unit, and reports directly to the Vice Captain. This position is currently vacant.

The Accountant II is responsible for many of the fiscal duties for the Maui Police Department, which include creating and filing grant fiscal reports and spread sheets. The Accountant II reports directly to the Manager of the Administrative Services Section.

No jobs would be saved or created should this project be approved.

F. BRIEF PERSONNEL BIOGRAPHIES

Captain Wade Maeda has been with the Maui Police Department for 23 years, and has been in his current assignment as head of the Vice Division for approximately 2 years.

Lt. Jerald Perkett has been with the Maui Police Department for approximately 24 years, and has assumed his current assignment as the second in command (Lieutenant) for the Vice Division for the last 5 years.

Sgt. Keoki Santos has been with the Maui Police Department for approximately 13 years and serves in his role as a Narcotics Investigations Supervisor for about 4 years.

Sgt. Lance Kaupalolo has been with the Maui Police Department for 25 years, and has assumed his position as the K-9 unit supervisor for over a year.

Sgt. Clifford Dagulo has been with the Maui Police Department for 13 years and has been the Gambling/Morals Supervisor for less than 1 year.

Sgt. Miguel Munoz has been with the Maui Police Department for approximately 12 years and has been the Asset Forfeiture Supervisor for less than 1 year.

Ofc. Mike Victorine has been with the Maui Police Department for approximately 28 years, and has been assigned to the Vice Division as a P.O. III investigator and canine handler for about 5 years.

Ofc. Brandon Rodrigues has been with the Maui Police Department for approximately 15 years, and has been assigned to the Vice Division as a P.O.III investigator and canine handler for about 1 year.

Ofc. Emmett Kawahara has been with the Maui Police Department for approximately 7 years and has been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit for about 1 year.

Ofc. David Jakubczak has been with the Maui Police Department for approximately 8 years and has been assigned to the Vice Division as a P.O.III investigator in the Narcotics Unit for over 2 years.

Ofc. Korey Harris has been with the Maui Police Department for approximately 8 years and has been assigned to his current position with the Narcotics Unit as a P.O.III investigator for 2 years.

Ofc. Lucas Hetzler has been with the Maui Police Department for approximately 8 years and has been in his current assignment with the Narcotics Unit as a P.O.III investigator for over 3 years.

Ofc. Paul Feagai has been with the Maui Police Department for approximately 7 years and has assumed his position as a Vice Narcotics Unit investigator for over 1 year.

Ofc. Wilfred Ahuna has been with the Maui Police Department for approximately 11 years and has assumed his position as a Vice Narcotics Unit investigator for over 1 year.

Ofc. Aasin Torricer has been with the Maui Police Department for approximately 8 years and has been in his current assignment with the Narcotics Unit as a P.O.III investigator for about 3 years.

Ofc. Chase Bell has been with the Maui Police Department for approximately 5 years and has been in his current assignment with the Narcotics Unit as a P.O. III investigator for about 8 months.

Ofc. Kahiapo Kauhaahaa has been with the Maui Police Department for 5 years and has recently assumed his position as an investigator with the Gambling/Moral Unit for over 2 years.

Accountant II Lesley Uemae shall serve as the Financial Officer. She has been with the Maui Police Department about 8 years and has a Bachelor's degree in Accounting from the University of Hawaii. She also has four years' experience conducting personal/company tax returns and audits for government departments and non-profit organizations.

Technical Equipment Specialist Jason Kohama has been an employee of the Maui Police Department for 8 years now as a technician within our radio shop. He has held this position for about 5 years.

Our Intelligence Analyst position with the Hawaii Air National Guard remains vacant.

Officers or Sergeants may be transferred into the Vice Division during the project period.

All job descriptions are on file with the Administrative Services Section, with the job description for the Intelligence Analyst on file with the Hawaii National Guard.

G. PARTICIPATING AGENCIES

The County/State Law Enforcement agencies participating in the SMDTF will conduct enforcement activities and training within their own counties. However, if the circumstances permit, the training can be offered to any of the task force personnel or other law enforcement personnel. They will also provide assistance on an "as needed" basis to the other participating agencies.

The SMDTF is comprised of the following primary county agencies:

- Maui Police Department
- Hawaii County Police Department
- Kauai Police Department
- Honolulu Police Department
- State Narcotics Enforcement Division

The task force may seek additional resources/assistance from other agencies and other task force groups in the event assistance is needed in an investigation. Listed below are some of the agencies and Task Force groups;

The Drug Enforcement Administration, Federal Bureau of Investigation, Immigration Customs Enforcement, Hawaii National Guard, Alcohol Tobacco & Firearms, Hawaii's High Intensity Drug Trafficking Area (HIDTA), Hawaii Airport Task Force (HATF), Homeland Security Investigations (HSI), Hawaii's Air National Guard's Counter Drug Program, etc.

The aforementioned agencies will provide assistance and support in the form of personnel (for surveillance, investigations, etc.), air surveillance, equipment, training, and prosecution of suspects in either state or federal court.

H. PERFORMANCE INDICATORS/OUTCOME MEASURES

Data collection will be conducted by the Project Director with the assistance of the Vice Lieutenant, Vice Forfeiture Sergeant, Vice Clerk, and Intelligence Analyst.

The expected results are to increase statistics related to the above listed performance measures which we hope will pay off in a reduction of illicit narcotics entering and victimizing our State. The following data will be collected through Vice Data Base, Vice Monthly Report, Criminal and Asset Forfeiture Reports:

1. The number of joint task force meetings attended, where it was located, and dates of the meeting.
2. Copy of the MOU on file
3. The number of persons arrested for narcotics related offenses.
4. The number of DTO's disrupted.
5. The number of DTO's dismantled.
6. The type, quantity in grams, and value of narcotics seized.
7. The number of officers trained, number of training hours, and types/dates of training received.
8. The number of narcotics presentations given to community members/groups and the dates of said presentations and number of community members in attendance.
9. Number of joint task force missions, dates of the missions, and county the mission took place.
10. Number of new investigations.
11. Number of closed investigations.
12. Number of investigations using a canine and results of the canine search.
13. Number of weapons, number of vehicles, and number of U.S. currency seized.
14. Number of electronic equipment unlocked through the use of Cellebrite.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Performance Measures:

The Edward Byrne Memorial Justice Assistance Grant (JAG) requires grantees to report on specific Performance Measures for project activities. Refer to <https://ojpsso.ojp.gov>, to locate the performance measures to be reported on for Law Enforcement Module, this projects Authorized purpose area.

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

The task force concept has proven itself time and time again. The sharing of information, pooling of limited resources, and the collective efforts by law enforcement agencies from different local, state, and federal agencies have reduced the advantage these drug trafficking organizations once had. They counted on the fact that agencies would not communicate and share information that could be used against them. Collective efforts have made the DTO's ability to move their product(s) more difficult. We look to reduce the amount of product being imported and the amount of new citizens exposed to these illicit drugs. Ultimately, the task force would like to disrupt/dismantle DTO's, develop prosecutorial cases, incarcerate responsible individuals, seize assets gained through illegal activities, and deter other DTO's. The seized assets could (and have been) be forfeited and proceeds used to fund law enforcement's efforts in the criminal justice system (training, equipment, capital improvement, etc).

The sustainability of this task force and its efforts are simple. Continue to pool resources (manpower, expertise, funding, etc.), and ultimately improve communications with sister agencies to share information, educate/train investigators on new trends and safety issues, and continue to work vigorously to infiltrate upper level drug trafficking organizations. We do this to improve the quality of life for our residents and visitors alike.

Should funding for this project become non-existent, Law Enforcement throughout the State of Hawaii would have to request County funds absorb costs related to our operations. With budgets being the way they are, this may not be feasible. Narcotics enforcement operations and efforts would need to be adjusted relative to available resources. Unfortunately, this may cause a reduction in safety and effectiveness.

**APPLICATION FOR GRANT
FY 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

PART III. BUDGET DETAIL AND EXPLANATION

BUDGET DETAIL:

COST ELEMENT					AMOUNT
A. Salaries and Wages					
Position Title	No. of Positions	Monthly rate	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
Lieutenant	1	\$85	8	\$680	
Sergeants	4	\$71	80	\$5680	
PO III	12	\$60	150	\$9000	
Total Salaries and Wages					\$15360
B. Fringe Benefits		Employee Benefits @ _____ %			
Position Title	No. of Positions	Monthly Rate	Subtotal		
		\$	\$		
		\$	\$		
Position Title	No. of Positions	Hourly Rate	No. of Hours	Subtotal	
		\$		\$	
		\$		\$	
Total Fringe Benefits					\$
C. Consultant Services/Contracts					
Scope of Consultant Service/Contract	Estimated Cost	Length of Consultant/Contract Service	Select as Appropriate		
Cellebrite	\$15600	1 yr	<input type="checkbox"/> Consultant <input checked="" type="checkbox"/> Contract		
	\$		<input type="checkbox"/> Consultant <input type="checkbox"/> Contract		
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem	Unit Cost	No. of Travelers as applicable	No. of Days	Subtotal	
	\$			\$	
	\$			\$	
Total Consultants/Contracts					\$15600

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	
Airfare (Mainland Travel)	\$943	6		\$5658	
Per Diem	\$36.25	6	28 quarters	\$6090	
Ground Transportation	\$145.75		12	\$1749	
Airfare (Interisland Travel)	\$131.20	10		\$1312	
Per Diem	\$22.50	10	24 quarters	\$5400	
Ground Transportation	\$61 X 2		4	\$488	
Total Transportation and Subsistence					\$20697
E. Supplies					
Itemize supplies and related costs such as printing, paper, binders, etc.	Quantity	Cost by Unit	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
Total Supplies					\$
F. Equipment					
Specify equipment that will be purchased, leased, or rented.	Quantity	Cost by Unit	Subtotal		
		\$	\$		
		\$	\$		
		\$	\$		
Total Equipment					\$
G. Other Costs	Quantity	Cost by Unit	Subtotal		
CNOA registration	4	\$545	\$2180		
INIA registration	2	\$545	\$1090		
Total Other Costs					\$3270
H. Indirect Costs	Base	Rate (%)	Subtotal		
		\$	\$		
		\$	\$		
Total Indirect Costs					\$
TOTAL PROJECT COSTS					\$54,927

BUDGET EXPLANATION:

A. Salaries and Wages

All of the positions listed on the task force are on a part time basis, to include a civilian position (Technical Equipment Specialist) and the Maui Police Department Captain of the Vice Division. The hourly rate listed is based on the average rate of overtime. The Technical Equipment Specialist and the Captain overtime rate was not utilized in calculating the average overtime rate and will not incur overtime on this grant.

Pay for overtime will be utilized for surveillance, investigations, interrogations/interviews, report writing, etc. Overtime will incur when an officer works beyond their normal work shift.

Note: All overtime costs were based on an average of salaries per rank.

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:

N/A

C. Consultant Services/Contracts

Cellebrite is a corporation that specializes in unlocking iPhone and Android based cellular telephones and other electronic devices. This annual contract with Cellebrite allows the task force unit to send locked electronic devices to Cellebrite and have their personnel utilize software to unlock it and download the information for investigation/prosecution purposes.

Total cost: \$15,600.00

D. Transportation and Subsistence

Request is to send four (4) officers to the California Narcotics Officer's Association training conference. This is the premier narcotics conference in the United States. Personnel who attend will be updated with the newest drug investigation techniques.

Airfare: \$943.00 X 4 officer=\$3,772.00

Ground Transportation: \$145.75 per day X 6 days=\$874.50

Per Diem (28 quarters X \$36.25)=\$1,015.00 X 4=\$4,060.00

Total: \$8,706.50

Request to send two (2) officers to the International Narcotics Interdiction Association training conference. Personnel who attend this conference will up to date on smuggling techniques by narcotics traffickers as well as how to conduct high level interdiction investigations.

Airfare: \$943.00 X 2 officers=\$1,886.00

Ground Transportation: $\$145.75 \text{ per day} \times 6 \text{ days} = \874.50
Per Diem (28 quarters \times $\$36.25$) = $\$1,015.00 \times 2 = \$2,030.00$

Total: \$4,790.50

Request to send (10) ten officers to assist SMDTF task force operations (interisland).

Airfare: $\$131.20 \times 10 \text{ officers} = \$1,312.00$
Ground Transportation: $\$61.00 \times 2 \text{ vehicles} \times 4 \text{ days} = \488.00
Per Diem: (24 quarters \times $\$22.50$) = $\$540.00 \times 10 = \$5,400.00$

Total: \$7,200.00

E. Supplies

N/A

F. Equipment

N/A

G. Other Costs

Registration for the California Narcotics Officers Association (CNOA) training conference:

$\$545 \times 4 \text{ officers} = \$2,180.00$

Registration for the International Narcotics Interdiction Association (INIA) training conference:

$\$545 \times 2 \text{ officers} = \$1,090.00$

Total: \$3,278.00

H. Indirect Costs

N/A

CERTIFICATIONS

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

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

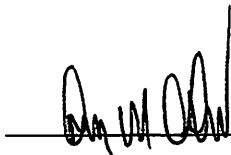
ACCEPTANCE OF CONDITIONS

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

1. This project, upon approval, shall constitute an official part of Hawaii's Drug Control and System Improvement Formula Grant Program established under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690).
2. Any grant awarded pursuant to this application shall be subject to and will be administered in conformity with:
 - (a) general conditions applicable to administration of grants under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690), as amended, as applicable;
 - (b) conditions applicable to the fiscal administration of grants under Title VI, Subtitle C, Part E, Subpart 1, of the Anti-Drug Abuse Act of 1988 (Public Law 100-690), as amended, as applicable;
 - (c) any special conditions contained in the grant award; and
 - (d) general and fiscal regulations of the Crime Prevention and Justice Assistance Division.
3. Any grant received as a result of this application may be terminated, or fund payment may be discontinued, by the Crime Prevention and Justice Assistance Division when it finds a substantial failure to comply with the foregoing provisions, the application obligations or for non-availability of funds.

SUBMITTED BY:

Signature:



Date:

9/10/11

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 JAG SPECIAL CONDITIONS

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

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

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

3. Reporting Requirements

Grantee shall comply with all reporting, data collection, and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant Program.

Grantee shall complete BJA-required reports on-line using the Performance Measurement Tool (PMT). The on-line reporting system will require a username and password to log on. The username and password will be provided by CPJAD after the contract is executed. The PMT web address is: <https://ojpsso.ojp.gov/>

The BJA reporting periods and due dates are:

- January 1 – March 31 Due: April 15
- April 1 – June 30 Due: July 15
- July 1 – September 30 Due: October 15
- October 1 – December 31 Due: January 15

Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Grantee shall submit a Semi-Annual Progress Report to CPJAD every six (6) months following the calendar year. The progress report is to cover activities that the Grantee has completed during that reporting period.

The semi-annual reporting periods and due dates are:

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

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

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

28 C.F.R. Part 54

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

5. “Lobbying” Restrictions

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

Another federal law generally prohibits federal funds awarded from being used by the Grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as

renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

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

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

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

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

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

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

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

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

8. Federal Leadership on Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the CPJAD encourages Grantees and Sub-grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

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

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

10. Duplicate Award of Federal Funds

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

11. Information Technology Compliance

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

12. 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.

13. Prohibited Conduct Related to Trafficking in Persons

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

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

14. 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, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm> and are incorporated by reference here.

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

15. 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.

16. 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.

17. 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.

18. 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

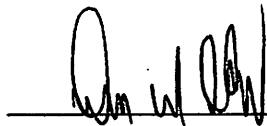
suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

19. Integrity and Leadership Online Training for Task Force Projects

Grantee agrees that within 60 days of award for any law enforcement task force receiving these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through the BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training will address task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the Grantee. Additional information will be provided by BJA regarding required training and access methods via BJA's web site and Center for Task Force Integrity and Leadership.

SUBMITTED BY:

Signature:



Date:

9/10/21

Name:

Dean Rickard

Title: Acting Chief of Police

Agency:

Maui Police Department

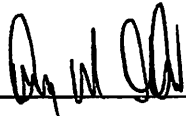
DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

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:

9/10/21

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-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)).

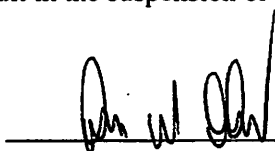
No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made 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:

Name:

Agency:



Dean Rickard

Maui Police Department

Date:

9/10/11

Title: Acting Chief of Police

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: Maui Police Department	
Address: 55 Mahalani Street, Wailuku, HI 96793	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 033608782	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Captain Wade Maeda	
Telephone Number: 808-244-6456	E-Mail Address: wade.maeda@mpd.net

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

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

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

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

Print or Type Name and Title	Signature	Date
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Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

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

I, 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].

<u>Dean M. Rickard, Acting Chief of Police</u>		<u>9/6/21</u>
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
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Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

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

[illegible]

If additional space is necessary, please duplicate this page.

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

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

Public Reporting Burden Statement

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



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Dean Rickard, Acting Chief of Police

Name and Title of Authorized Representative

Signature

9/10/77
Date

Maui Police Department

Name of Organization

55 Mahalani Street, Wailuku, HI 96793

Address of Organization

Instructions for Certification

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

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

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

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

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

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

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

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

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

DEPARTMENT OF THE ATTORNEY GENERAL
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES

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

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

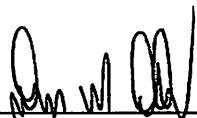
- (1) a coordinator who is responsible for overseeing the complaint process. The agency's coordinator is:

<u>Ricky Uedoi</u>	<u>Captain</u>	<u>808-244-6353</u>
Name	Title	Phone

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

SUBMITTED BY:

Signature:



Date:

9/10/11

Name:

Dean Rickard
(Head of Agency or Designee)

Title: Acting Chief of Police