

**HONOLULU COUNTY HUMAN TRAFFICKING TASKFORCE
CITY AND COUNTY OF HONOLULU**

MEMORANDUM OF UNDERSTANDING

1. PARTIES:

The Parties to this Agreement are the Department of the Prosecuting Attorney, City and County of Honolulu; the United States Attorney's Office, District of Hawaii; the Department of the Attorney General, State of Hawaii, U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations-Honolulu (HSI-Honolulu); the Honolulu Police Department, City and County of Honolulu, and Susannah Wesley Community Center.

2. AUTHORITIES:

HSI-Honolulu is authorized to enter into this Agreement pursuant to 6 U.S.C. § 112(b)(2). HSI-Honolulu is a federal law enforcement agency with enforcement authorities under statutes that include, but are not limited to: 19 U.S.C. § 1589a; 8 U.S.C. § 1357; 21 U.S.C. § 873; 8 U.S.C. § 1103(c); 18 U.S.C. § 981(e); and 19 U.S.C. § 1616a.

3. PURPOSE:

The Honolulu County Human Trafficking Taskforce (HCHTT) is a collaborative partnership of the Parties to this Agreement. The HCHTT endeavors to provide comprehensive services to victims of human trafficking. The goals of HCHTT are to:

- a. Identify and recover victims of human trafficking;
- b. Proactively investigate, identify, apprehend and prosecute those engaged in human trafficking; and
- c. Provide individualized comprehensive services to human trafficking victims.

In addition to the Parties to this Agreement identified above, other partnering government and non-government agencies/organizations working together toward, and with an interest in, assisting victims of human trafficking and building cases against perpetrators of human trafficking may also be identified as members of the HCHTT.

Partnering government and non-government agency/organization selections for the HCHTT are at the discretion of the Parties.

4. RESPONSIBILITIES.

Each Party to this Agreement will support the overall mission of the HCHTT to identify and assist victims of human trafficking and to proactively investigate, identify,

apprehend and prosecute the perpetrators of human trafficking. In order to facilitate the goals of the HCHTT, the member agencies agree to the following:

a. The Department of the Prosecuting Attorney:

- Facilitate Task Force Meetings;
- Provide oversight and coordination of the various members of HCHTT by the HCHTT coordinator and HCHTT investigator to insure all human trafficking referrals and complaints are fully investigated by the appropriate investigative agency;
- Provide a full time deputy prosecuting attorney to confer with law enforcement, provide legal assistance on search warrants, warrants of arrest and other legal matters to include prosecution of human trafficking cases;
- Cross designate a Deputy Prosecuting Attorney as a Special Assistant United States Attorney to assist with the prosecution of any human trafficking or related case deriving from the HCHTT;
- Provide victim witness advocacy to all victims of human trafficking in cases brought for prosecution to include referral and notification of key legal stages/information;
- Develop and facilitate training opportunities for law enforcement and victim service providers through the HCHTT coordinator;
- Identify training needs of law enforcement relating to human trafficking to include other agencies such as hotel security officers, TSA, State of Hawaii Sheriff's Department. Training will include identification of victims of human trafficking, procedures for referral of victims to service providers, and techniques for successful investigation and prosecution of complex human trafficking cases;
- Engage in public education efforts of the collaborative efforts of HCHTT and human trafficking with Susannah Wesley Community Center;
- The Department of the Prosecuting Attorney agrees to report the activities of, and data collected by, the HCHTT to meet the reporting ECM Human Trafficking Task Force Grant.

b. The United States Attorney's Office:

- Provide support for HCHTT membership and meeting attendance;
- Provide an Assistant U.S. Attorney for prosecution, case investigative direction and guidance toward the prosecution of human trafficking and other related federal offenses as is needed;
- Provide victim witness services to victims of human trafficking in all federally prosecuted human trafficking cases;
- Cross designate a Honolulu Deputy Prosecuting Attorney as a Special Assistant United States Attorney to assist with the prosecution of any human trafficking or related case deriving from the HCHTT.

c. The Department of the Attorney General:

- Provide support for HCHTT membership and meeting attendance;
- Provide a Deputy Attorney General to confer with law enforcement, provide legal assistance on search warrants, warrants of arrest and other legal matters to include prosecution of human trafficking cases;
- Consult with law enforcement, the Deputy Prosecuting Attorney, and the Assistant U.S. Attorney regarding human trafficking investigations and jurisdictional considerations.

d. The Homeland Security Investigations - Honolulu:

- Provide support for HCHTT membership and meeting attendance;
- Provide an agent to assist in the investigation of human trafficking;
- Provide victim witness services to victims of human trafficking;
- Collaborate on public education efforts.

e. The Honolulu Police Department

- Provide support for HCHTT membership and meeting attendance;
- Conduct proactive investigations in coordination with federal and state law enforcement, targeting traffickers and buyers;
- Consult with prosecutors regarding investigations, search warrants, legal matters;
- Work closely with SWCC and other service providers to ensure that identified victims have access to services.

f. Susannah Wesley Community Center:

- Coordinate assistance and services with other service providers as is necessary;
- Provide comprehensive services to victims of human trafficking;
- Provide victims of human trafficking with information about their rights and options so an informed decision can be made by victims;
- Facilitate the communication of victim's needs during investigation and prosecution;
- Assist with requests for development and coordination of training;
- Engage in public education efforts about the Trafficking Victims Protection Act and collaborative efforts of social service providers and law enforcement;
- Susannah Wesley Community Center agrees to report the activities of, and data collected by, the HCHTT to meet the reporting requirements as set forth by the ECM Human Trafficking Task Force Grant.

5. PROSECUTION:

The criteria for determining whether to prosecute a particular violation in county, state or federal court will focus on achieving the greatest overall benefit to the public. The Federal prosecuting agency will be the United States Attorney's Office and state/local prosecution will be handled by the Department of the Prosecuting Attorney, City and County of Honolulu and/or the Department of the Attorney General, State of Hawaii. Any question pertaining to jurisdiction will be resolved through discussions among the investigative and prosecutorial agencies having jurisdiction in the matter. This MOU does not preclude additional prosecution(s) in other jurisdictions.

6. MEDIA RELATIONS:

Media release information involving HCHTT operations will be coordinated and made in conjunction with all participating Affiliate Agencies. When multiple jurisdictions are involved, one unilateral press release may be used, with prior approval from all participants. It is recommended that a reference to the HCHTT be made in any multi-jurisdictional releases. These releases shall not include information regarding specific investigative techniques or undercover identities.

7. LIABILITIES:

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the officers, employees, agents, or other associated personnel thereof.

Each party shall assume the responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The parties acknowledge that HSI-Honolulu, as part of the United States government, is bound by federal laws including the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2401(b), and 2671-80, and the Anti-Deficiency Act, 31 U.S.C. § 1341. HSI-Honolulu is effectively "self-insured" under the FTCA, which provides that the United States may be sued for damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI-Honolulu's employees while those employees are acting within the scope of their offices or employment. If the members of the taskforce, or individuals, who suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI-Honolulu employees while those employees are acting within the scope of their offices or employment, wish to submit a claim under the FTCA, they or their estate will contact HSI-Honolulu for information on how to do so.

8. POINTS OF CONTACT:

The Department of the Prosecuting Attorney's Task Force Coordinator and the Susannah Wesley Community Center Program Director are responsible for collecting, collating and submitting project data.

9. OTHER PROVISIONS:

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of any Party to this agreement. If a term of the Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

10. EFFECTIVE DATE:

The terms of this Agreement will become effective upon the date the last Party signs the MOU.

11. MODIFICATION:

This Agreement may be modified upon the mutual written consent of the Parties.

12. SEVERABILITY:

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of any Party to this agreement. If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid or inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

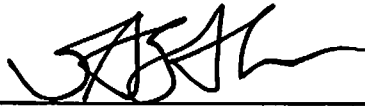
13. TERMINATION:

This MOU shall terminate at the end of the grant funding period on September 30, 2025 or upon the expiration of any extension of the grant period.

14. WITHDRAWAL/TERMINATION BY A PARTY:

Any Party to this MOU may terminate or withdraw from the MOU by providing 30 days written notice to the signatories of the MOU.

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



Steven S. Alm
Prosecuting Attorney
Department of the Prosecuting Attorney
City and County of Honolulu

6/9/2022

Date

Joni Chun
Executive Director
Susannah Wesley Community Center

Date

Clare E. Connors
United States Attorney
United States Attorney's Office
District of Hawaii

Date

Holly T. Shikada
Attorney General
Department of the Attorney General
State of Hawaii

Date

John F. Tobon
Special Agent in Charge
Homeland Security Investigations

Date

Rade Vanic
Acting Chief of Police
Honolulu Police Department
City and County of Honolulu

Date

Steven S. Alm
Prosecuting Attorney
Department of the Prosecuting Attorney
City and County of Honolulu

Date



Joni Chun
Executive Director
Susannah Wesley Community Center

6/10/22

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Executive Director
Susannah Wesley Community Center

Date

LAWRENCE
TONG

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Date: 2022.06.09 09:53:12 -10'00'

Clare E. Connors
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United States Attorney's Office
District of Hawaii

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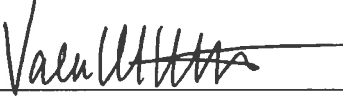
Date

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Executive Director
Susannah Wesley Community Center

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Clare E. Connors
United States Attorney
United States Attorney's Office
District of Hawaii

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for _____
Holly T. Shikada
Attorney General
Department of the Attorney General
State of Hawaii

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United States Attorney's Office
District of Hawaii

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Holly T. Shikada
Attorney General
Department of the Attorney General
State of Hawaii

Date


John F. Tobon
Special Agent in Charge
Homeland Security Investigations

June 9, 2021
Date

Rade Vanic
Acting Chief of Police
Honolulu Police Department
City and County of Honolulu

Date