

HONOLULU POLICE DEPARTMENT

POLICY

LAW ENFORCEMENT ROLE, RESPONSIBILITIES, AND RELATIONSHIPS

April 24, 2015

Policy Number 1.07

INTERGOVERNMENTAL AGREEMENTS

POLICY

All personnel shall follow city ordinance requirements concerning intergovernmental relations when departmental resources and services are used for other governmental or quasigovernmental agencies.

All personnel shall not accept or create any intergovernmental obligation for their division, this department, or the city without prior written approval from the Chief of Police.

PROCEDURE

I. DEFINITIONS (Article 8, Revised Ordinances of Honolulu)

- A. Intergovernmental agreement (IGA): Any instrument in the nature of a contract, compact, memorandum of understanding, or agreement that is intended to be executed between the city and either the federal government, the state government, the government of any other state, any political subdivision of any state, any combination thereof, or with a quasigovernmental agency.

An IGA also includes any arrangement between the city and a governmental entity listed above or between the city and a nongovernmental entity under contract with a governmental agency listed above to provide training to city personnel alone or in combination with travel and lodging for the city personnel to participate in the training. To be deemed an IGA, such an arrangement need not be formalized in a contract, compact, memorandum of understanding, or agreement that is executed between the city and a governmental entity.

- B. Obligation: Any commitment, promise, or similar representation contained in an intergovernmental agreement that the city or any agency thereof will provide funds, documents, statistical data, or any professional or technical service to any other governmental or quasigovernmental agency.

II. ORDINANCE REQUIREMENTS

- A. Pursuant to Section 1-8.2 of the Revised Ordinances of Honolulu, the department will submit an annual report of IGAs to the Honolulu City Council in lieu of obtaining prior approval for each agreement. The report that is submitted every September 30 shall detail all IGAs entered into by the department in the previous fiscal year.
- B. The report shall include all verbal and written IGAs.
- C. Nongovernment Organizations

A City Council resolution is required before accepting money that is disbursed by a nongovernmental organization and places an obligation on the department. For example, a resolution is required when federal funds are disbursed through the Young Men's Christian Association to the Weed and Seed program.

1. To apply for a resolution, an element shall submit a cost reimbursement agreement for written approval by the Chief of Police. Attachment 1 is a sample agreement that elements can use as a guide and modify to their specific situations.
2. Before the agreement is submitted to the Chief, it shall be signed by the nongovernmental organization disbursing the funds and the administrator of the program who will receive the monies.
3. Training sponsored by a nongovernmental entity that receives government funds is exempt from the City Council approval process.

- D. The approval and acceptance of "gifts" are separate issues that are not affected by the ordinance or this policy. Acceptance of money, goods, and services that qualify as a conflict of interest shall continue to be processed as gifts to the city.


III. APPROVAL PROCESS

- A. IGAs executed at the element level shall be reviewed and approved by the element's bureau chief.
- B. The senior police legal advisor shall review all IGAs that require the approval of the Chief of Police before they are forwarded for signature.

Upon approval and signature of the Chief of Police, a copy shall be forwarded to the senior police legal advisor.

- C. An electronic copy of all signed IGAs shall also be forwarded to the management analyst who shall be responsible for maintaining a file of the approved IGAs.

IV. ELEMENT RESPONSIBILITIES

- A. Each division-level element shall submit a monthly report that lists and details all IGAs the element initiated in the reporting month.
 - 1. The report shall be submitted via the chain of command to the Finance Division by the last working day of each month.
 - 2. The report shall be created using the Excel template that is on the HPD's intranet.
 - a. The template can be accessed by 



7-5-2023

- b. After corrections have been made and approvals received on the hard copy of the report, [REDACTED]

3. The report shall include all written and verbal IGAs. Verbal IGAs will not have the inter-governmental documents that are processed for written IGAs. However, each element shall obtain written approval from the Chief of Police on a report that details its obligation for each verbal IGA.

4. Each element shall retain a copy of the IGA report form that is submitted to the Finance Division for three years.

- B. The Finance Division shall prepare and submit the department's annual report of IGAs to the Honolulu City Council by September 30 of each year.

V. REFERENCES

[Sections 1-8.1 and 1-8.2, Revised Ordinances of Honolulu 2021]

7-5-2023

7-5-2023


ARTHUR J. LOGAN
Chief of Police

Attachment

Post on bulletin
board for one week

Policy first issued
July 10, 1996

COST REIMBURSEMENT AGREEMENT

This agreement is made this _____ day of _____, 20XX, between the Young Men's Christian Association (YMCA) of Honolulu and the Honolulu Police Department (HPD).

The purpose of the Weed and Seed strategy is to demonstrate an innovative, comprehensive, and integrated multiagency approach to law enforcement and community revitalization for controlling and preventing crime, drug abuse, and gang activity and improving the quality of life in targeted neighborhoods. Toward this end, the parties hereto agree to the following:

1. Cooperate in and conduct comprehensive, appropriate law enforcement operations and engage in traditional methods of investigation in order that the results become effective prosecutions before the courts of the United States of America. To accomplish these objectives, the HPD shall assign experienced officers to the Weed and Seed effort as outlined in the application for funding from the Community Capacity Development Office in connection with the Weed and Seed strategy.
2. Subject to the availability of funds, the YMCA will administer the disbursement of funds for expenses incurred in the conduct of joint law enforcement operations outlined in paragraph 1. Covered expenses shall include reimbursements of payments for equipment rentals (i.e., vehicles and cellular telephones), officer overtime expenses, equipment purchases, law enforcement operational expenses (i.e., controlled purchases of contraband and payments to confidential sources), and other similar costs incurred by state or local agencies in operations as approved in the application.
3. The HPD may submit to the YMCA reimbursement requests to cover costs incurred for items noted in paragraph 2. Requests will be initially transmitted to the Weed and Seed director to ensure that the reimbursement requests contain only costs that may be lawfully reimbursed based on required federal standards and criteria. After the director concludes that the costs meet the required federal standards and criteria, he or she will process the reimbursement request with the YMCA. The maximum total amount for authorized disbursement pursuant to this agreement is \$50,000.
4. During the period of joint law enforcement operations outlined in paragraph 1, the HPD will remain responsible for the payment of costs incurred by its personnel.
5. During the period of joint law enforcement operations outlined in paragraph 1, the YMCA will disburse funds for expenses incurred in the conduct of the joint operations as outlined in that paragraph.

One agency should submit all reimbursement requests and accept full payment in its name for all agencies. However, if more than one state or local agency desires direct disbursement from the YMCA, the participating agencies shall negotiate a division of

the aggregate law enforcement figure into component segments. In doing so, the YMCA can obligate the total authorized amount for the approved locality into multiple and separate purchase orders for each participating state or local agency.

6. In no event will the HPD charge any indirect cost to the YMCA for the administration or implementation of this agreement.
7. The YMCA shall maintain current, complete, and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by the Community Capacity Development Office to facilitate on-site auditing and inspection of such records and accounts.
8. The HPD shall have readily available for examination and audit by the YMCA, the U.S. Department of Justice's and the Comptroller General's documents, accounts, invoices, receipts, and/or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all audits and examinations are completed and resolved for a period of three years after the termination of this agreement, whichever is sooner.
9. The HPD shall comply with Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing the law (Subparts C and D, Part 42, 28 Code of Federal Regulations).
10. The HPD states that an authorized officer or employee has executed and returned to the U.S. Department of Justice an OJP Form 406/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
11. The terms of this agreement shall commence on the latest date of the signatures of a representative of both parties. Either party may terminate this agreement with 30 days advance notice. Billings for all outstanding expenditures must be received by the YMCA within 60 days of the date of termination of this agreement. The YMCA will only be responsible for the disbursement of funds for authorized expenditures incurred by the HPD under this agreement and during the term of this agreement.

For the YMCA of Honolulu:

MICHAEL BRODERICK, President/CEO

Signature

Date

For Weed and Seed:

MAILE KANEMARU, Executive Director

Signature

Date

For the City and County of Honolulu:

LOUIS M. KEALOHA, Chief of Police

Signature

Date