

JEFFREY T. KUWADA
County Clerk



OFFICE OF THE COUNTY CLERK

COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov/county/clerk

July 5, 2013

Honorable G. Riki Hokama, Chair
Policy and Intergovernmental Affairs Committee
Council of the County of Maui
Wailuku, Hawaii 96793

Dear Chair Hokama:

Respectfully transmitted is a copy of COUNTY COMMUNICATION NO. 13-208, from the Chief of Police, that was referred to your Committee by the Council of the County of Maui at its meeting of July 5, 2013.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeffrey T. Kuwada".

JEFFREY T. KUWADA
County Clerk

/jym

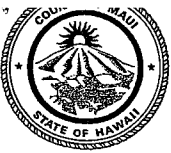
Enclosure

cc: Director of Council Services

OFFICE OF THE
COUNTY COUNCIL

2013 JUL -5 PM 4: 17

RECEIVED



POLICE DEPARTMENT COUNTY OF MAUI



ALAN M. ARAKAWA
MAYOR

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

GARY A. YABUTA
CHIEF OF POLICE

OUR REFERENCE
YOUR REFERENCE

CLAYTON N.Y.W. TOM
DEPUTY CHIEF OF POLICE

June 25, 2013

RECEIVED
2013 JUN 26 AM 11:03
OFFICE OF THE
COUNTY CLERK

Honorable Gladys C. Baisa, Chair
and Members of the County Council
Maui County Council
200 South High Street
Wailuku, HI 96793

Dear Chair Baisa and Members:

RE: A Bill For An Ordinance Authorizing the Mayor of the County of Maui to Enter Into An Intergovernmental Agreement Between Immigration and Customs Enforcement Homeland Security Investigations and Maui Police Department for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund

The Maui Police Department requests that the attached proposed bill be referred to the appropriate standing committee for review. The purpose of this bill is to execute a Memorandum of Understanding for both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses.

If you have any questions, please contact Assistant Chief Danny Matsuura of our Investigative Services Bureau at 244-6410.

Sincerely,

GARY A. YABUTA *Chief*
Chief of Police

Enclosure

c: Mayor Alan M. Arakawa

COUNTY COMMUNICATION NO. 13-208

ORDINANCE NO. _____

BILL NO. _____ (2013)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS AND MAUI POLICE DEPARTMENT FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

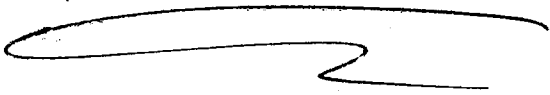
SECTION 1. Purpose. The County of Maui, Maui Police Department and the Immigration and Customs Enforcement Homeland Security Investigations Homeland Security Investigations Honolulu wish to enter into an Intergovernmental Agreement entitled "Memorandum of Understanding (MOU) Between Immigrations and Customs Enforcement Homeland Security Investigations and Maui Police Department for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund" ("Memorandum of Understanding") for the purpose of the reimbursement of costs incurred by the Maui Police Department in providing resources to joint operations/task forces. A copy of the proposed Memorandum of Understanding is attached hereto and incorporated by reference herein as Exhibit "1".

Chapter 2.20 of the Maui County Code provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation or commitment to provide professional or technical services upon the County or any department or agency thereof.

SECTION 2. Authorization. The Council hereby authorizes the Mayor to execute the Memorandum of Understanding, all other necessary documents relating to the Memorandum of Understanding, and any amendments thereto.

SECTION 3. Effective Date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



SCOTT K. HANANO
Deputy Corporation Counsel
County of Maui

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**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND
SECURITY INVESTIGATIONS AND MAUI POLICE DEPARTMENT
FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES
FROM THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Maui Police Department (NCIC CODE #HI0050000) and Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) Honolulu for the purpose of the reimbursement of costs incurred by the Maui Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by HSI Honolulu, with the participation of the Maui Police Department and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Maui Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Maui Police Department shall provide the HSI Honolulu with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Maui Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI Honolulu, performed by its officer(s) assigned to this joint operation. In addition, the Maui Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the HSI Honolulu.

The Maui Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Maui Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Dr.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other

expenses related to joint operations, the Maui Police Department must submit to HSI Honolulu the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Maui Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year, if funds are available.
6. The Maui Police Department will submit all requests for the reimbursement of joint operations' expenses to HSI Honolulu, at the following address: 595 Ala Moana Boulevard, Honolulu, Hawaii 96813, Attn: Sandra Ng, Asset Forfeiture Specialist, Ph. (808)522-6013.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Maui Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

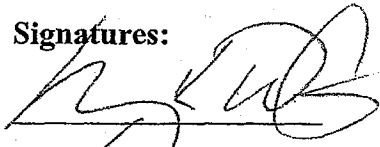
VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the HSI Honolulu and the Maui Police Department and is not intended to confer any right or benefit to any private person or party.

Signatures:



Wayne K. Wills
Special Agent in Charge
HSI Honolulu

Date: JUN 07 2013



Gary Yabuta
Police Chief
Maui Police Department

Date: JUN 25 2013

COUNTY OF MAUI

ALAN M. ARAKAWA
Its Mayor

Date: _____

APPROVED AS TO FORM
AND LEGALITY

SCOTT K. HANANO

Deputy Corporation Counsel
County of Maui