IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, June 27, 2017, for the purpose of conducting privileged and confidential communications between itself and its auditor under section 610.021(17) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19518, June 27, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, June 27, 2017, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and its contracted performance auditor; and,

WHEREAS, such closed meeting is allowable under section 610.021(17) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Tuesday, June 27, 2017, pursuant to section 610.021(17), RSMo, and closing all records prepared in connection therewith.

W. Holey Nefon
County Counselor
ution, Resolution No. 19518 of June 27 , 2017 by the Jackson follows:
Nays
Absent

Date

Mary Jo Spino, Clerk of Legislature

Effective Date: This Resolution shall be effective immediately upon its passage by a

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chief Financial Officer to issue a check in the amount of \$14,400.00 to the Mid-America Regional Council, for the County's portion of the costs related to the CORE4 initiative.

RESOLUTION NO. 19519, June 27, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, CORE4 is a local government cost-sharing initiative developed in conjunction with the Mid-America Regional Council (MARC), Johnson County, Kansas, Kansas City, Missouri, the Unified Government of Wyandotte County, and Jackson County, Missouri, to promote opportunities in the Kansas City Metropolitan Region; and,

WHEREAS, each of the jurisdictions participating in the CORE4 initiative are responsible for a portion of the costs to provide staff support, project management, event logistics, and coordination of the sub-committee activities related to CORE4; and,

WHEREAS, MARC has submitted an invoice in the amount of \$14,400.00, to cover the County's portion of these costs, equal to 24 percent of the total annual expense; and,

WHEREAS, continued participation by the County in the CORE4 initiative is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

Chief Financial Officer be and hereby is authorized to issue a check to the Mid-America Regional Council, in the amount of \$14,400.00 for costs related to the CORE4 initiative.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FOR Chief Deputy County Cou	le_	County Counselor
Certificate of Passage		
		lution, Resolution No. 19519 of June 27, 2017 by the Jackson s follows:
Yeas		Nays
Abstaining		Absent
Date		Mary Jo Spino, Clerk of Legislature
he expenditure is charge	able and there is a coordinate of the fund from which	to the credit of the appropriation to which cash balance otherwise unencumbered in ch payment is to be made each sufficient
ACCOUNT NUMBER: ACCOUNT TITLE:	001 5101 56080 General Fund Non-Departmental Other Professional	
NOT TO EXCEED:	\$7,200.00	00.41000
ACCOUNT NUMBER: ACCOUNT TITLE:	002 5102 56080 Health Fund Non-Departmental Other Professional	
NOT TO EXCEED:	\$1.800.00	

ACCOUNT NUMBER: 003 5103 56080

ACCOUNT TITLE: Park Fund

Non-Departmental

Other Professional Services

NOT TO EXCEED: \$1,800.00

ACCOUNT NUMBER: 004 5104 56080

ACCOUNT TITLE: Special Road and Bridge Fund

Non-Departmental

Other Professional Services

NOT TO EXCEED: \$1,800.00

ACCOUNT NUMBER: 045 4500 56080 ACCOUNT TITLE: Assessment Fund

Non-Departmental

Other Professional Services

NOT TO EXCEED: \$1,800.00

Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/@rd No.: 19519

Sponsor(s): Dennis Waits Date:

June 27, 2017

OT ID ID OD				
SUBJECT	Action Requested Resolution Ordinance			
	Project/Title: Recommending payment of Jackson Cour Managerment/Coordination Annual Budget	nty's share o	f the 2017 CORE4 Project	
BUDGET				
INFORMATION	Amount authorized by this legislation this fiscal year:		\$14.400.00	
To be completed	Amount previously authorized this fiscal year:		\$14,400.00	
By Requesting	Total amount authorized after this legislative action:		\$00.00	
Department and	Amount budgeted for this item * (including transfers):		\$14,400.00	
Finance	Source of funding (name of fund) and account code nu	ps la out	\$14,000.00	
	FROM			
		TO		
	001-5101-56080 \$7,200.00			
	002-5102-56080 \$1,800.00			
	003-5103-56080 \$1,800.00			
	004-5103-56080 \$1,800.00			
	045-4500-56080 \$1,800.00			
		4		
	* If account includes additional funds for other expenses, total budgete	d in the account	is: \$	
	OTHER FINANCIAL INFORMATION:			
	No hudget immed (n. C)			
	No budget impact (no fiscal note required)			
	Term and Supply Contract (funds approved in the an Department: Estimated Use: \$	nual budget)	; estimated value and use of contract:	
	Estimated Use: \$			
	Prior Year Budget (if applicable): \$14,400.00			
	Prior Year Actual Amount Spent (if applicable): \$14,400	0.00		
PRIOR				
LEGISLATION	Prior ordinances and (date):			
CONTRACT	Prior resolutions and (date): #19207 7/18/16			
CONTACT	DY 4 1 0 14 1			
INFORMATION	RLA drafted by (name, title, & phone): Lisa Honn, Senic	or Administra	ative Manager, 816-881-3593	
DEOLIECT				
REQUEST SUMMARY	MCIA			
SUMMAKI	Mid-America Regional Council (MARC) provides dedica	ited staff sup	port for project management, event	
	logistics and coordination of nine sub-committee activitie	s related to (CORE4. 2017 activities will include	
	leadership discussion facilitation with the chief elected an	d administra	tive leaders of the CORE4 jurisdictions;	
	project management duties and planning for the 2017 CO \$60,000.00 related expense is 24% or \$14,400.00.	KE4 Colloqu	num. Jackson County's share of the	
	500,000.00 retailed expense is 24% or \$14,400.00.			
CLEARANCE				
	Tax Clearance Completed (Purchasing & Department)		
	Business License Verified (Purchasing & Department)		
	Chapter 6 Compliance - Affirmative Action/Prevailing	g Waga (Car	intro Auditor's Office	
		g wage (Col	mity Auditor's Office)	

ATTACHMENTS	MARC invoice #G-I-0007460 MARC 2017 Workplan	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): If applicable	Date: 6/16/17
	Division Manager:	Date: 6/15/17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

Z	This expenditure was included in the annual budget.			
	Funds for this were encumber	red from the	Fund in	
	is chargeable and there is a ca	nencumbered to the credit of the apsh balance otherwise unencumbere afficient to provide for the obligation	ppropriation to which the expenditure d in the treasury to the credit of the fund from which on herein authorized.	
	Funds sufficient for this expen	nditure will be/were appropriated by	y Ordinance #	
	Funds sufficient for this appro	priation are available from the sou	rce indicated below.	
	Account Number:	Account Title:	Amount Not to Exceed:	
	This award is made on a need funds for specific purchases w	basis and does not obligate Jackson ill, of necessity, be determined as e	n County to pay any specific amount. The availability of each using agency places its order.	
	This legislative action does no	t impact the County financially and	does not require Finance/Budget approval.	

Fiscal Note:

This expenditure was included in the Annual Budget.

PC#			

Date:	June 15, 2017		RES#	19519
Departmen	t / Division	Character/Description	Not	to Exceed_
General Fund - 001				
5101 - Non-Departme	ental	56080 - Other Professional Services	\$	7,200
Health Fund - 002				
5102 - Non-Departme	ental	56080 - Other Professional Services	ş 	1,800
Park Fund - 003				
5103 - Non-Departme	ental	56080 - Other Professional Services	a a 	1,800
Special Road & Brid	lge Fund - 004			
5104 - Non-Departme	ental	56080 - Other Professional Services	<u> </u>	1,800
Assessment Fund -	045			
4500 - Non-Departme	ental	56080 - Other Professional Services		1,800
			=	
		<u> </u>	,	
				
			-	
				
		<u> </u>		
			\$	14,400

Budget Office

6/15/17



Remit To: 600 Broadway Suite 200 Kansas City, MO 64105-1659

Phone: (816) 474-4240 Fax: (816) 421-7758

G-I-0007460
3/16/2017
53136
- 1
1

Bill To:

Jackson County, Missouri	
415 E. 12th Street, 2nd Floor Kansas City MO 64106	

Return one copy with payment.

Invoice authorized by:

Dorothy Pope, Financial Affairs Director
Mid-America Regional Council

Date

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	JACOLOCALDUES	Ginny Williams	Due on Receipt	9,354
em Number	Descri			Ext. Price
53136-LOCAL	CORE4 Project Mgmt/Coordin			\$14,400.0
			Subtotal	\$14,400.00
			Misc	\$0.00
	<u>U</u>		Total	\$14,400.00



CORE 4

Project Management/Coordination 2017 WORKPLAN

Purpose:

Mid-America Regional Council will continue to provide dedicated staff support for project management, event logistics and coordination of work group activities that will occur in 2017. This document describes the level of support and activities throughout the year.



Background:

The city/county managers from the City of Kansas City, Mo., Jackson County, Mo. Johnson County, Kan. and the Unified Government of Wyandotte County/Kansas City, Kan. began meeting in 2010 as the Kansas City Metropolitan Executive Leadership Exchange. In 2012, the CORE4 initiative began to conduct bi-annual Colloquium work sessions, inviting department directors and other key staff to discuss topics of common concern. The broad topics addressed include: vulnerable/at risk population; reciprocity and taxation; career development; communications; legislative coordination; parks & recreation; EMS & emergency management; and regional technology. The primary goal of these work sessions were to identify specific projects that groups can pursue over the course of a 12-month period of time, with the expectation that tangible steps will be taken to accomplish the projects through collaboration among the participating four agencies. Over the course of 2014-2016 MARC has assisted the CORE4 jurisdictions by providing staff support to eight work groups and the leadership team.

In addition, MARC staff has helped develop and host the annual CORE4 Colloquium that over 150 CORE4 representatives attend. Also, David Warm, MARC executive director, has hosted the CORE4 leadership meetings to assist in moving the initiative forward.

CORE4 2017 work plan

In 2017, MARC will continue to facilitate the CORE4 leadership discussions. The chief elected leaders (with managers) will meet one or two times a year (determined by immediacy of the topics needing to be discussed), with the administrative leadership meeting more often (4 times in twelve months) to further identify issues of inter-jurisdictional collaboration. MARC staff will also facilitate up to eight topical working groups. This will include project management duties, such as assistance in sharing information, convening meetings, taking notes, tracking performance goals and disseminating a quarterly e-newsletter. In addition, MARC will lead the planning for the 2017 CORE4 Colloquium.

Leadership discussion facilitation: Over the past three years the chief elected and administrative leaders have identified topical areas for collaboration that have broader political and financial considerations. Over the course of the next twelve months efforts will be made to make progress in the following areas:

- Continued review of the KCATA regional governance in an effort to anticipate the need for possible legislative amendments.
- Explore the need for a regional KCI investment plan.
- Consider Federal policy coordination.
- Determine if GatewayKC should be a CORE4 priority, as a economic development strategy welcoming immigrants.

Other pressing issues may be identified over the course of the time period and priorities may shift from the list above.

CORE4 work group strategies: The list of the active work groups and the topics/action items under discussion are:

1,100	Sub-committee/ Working Group	2017 Work group strategies
1.	Economic Development/ Economic Resiliency	The economic development work group completed data collection from the CORE4 jurisdictions in 2016. The next step will be the analysis, identifying similarities, trends or any other significant finding. An updated analysis will be shared with the CORE4 leadership team during 2017.
2.	Human Resources/ Career Development	The Human Resources work group is gearing up for the next Career Expo scheduled for November 8, 2017. The HR work group has worked with the KC Rising Human Capital representatives and determined 10 hard-to-fill positions. This information will help determine which jobs to highlight at Expo. Seven other communities have joined the efforts: Overland Park, Olathe, Lenexa and Shawnee, Kansas and Gladstone and Lee's Summit, Missouri. The work group is meeting monthly with many sub-committees meeting between times.
3.	Information Technology	The IT work group has set a meeting for April 2017 to determine priorities for the work group in 2017.
4.	Infrastructure	A subset of the Infrastructure work group has been working on the feasibility of an integrated planning initiative for the blue river watershed. An RFP has been issued and proposals will be reviewed, a consultant team selected, and beginning work should commence in 2017.

	Sub-committee/ Working Group	2017 Work group strategies
5.	Data and Performance	The Data and Performance work group has established regional benchmarking initiative. The work group convened a larger group of local government stakeholders in February 2017 (24 attendees representing 20 jurisdictions) and prioritized three broad topics to do a comparative analysis. Additional meetings are scheduled.
6.	Public Safety	The public safety work group has not met lately but once the last connection to the KC Scout's dedicated fiber is in place they will reconvene to discuss how to use the dedicated fiber for cooperative public safety use.

Project Management Activities

Project management: MARC has designated a team of staff members to assist the CORE4 initiative by providing the following:

- Provide assistance to CORE4 leadership with overall project coordination. This would include managing communications between agency staff, plotting and tracking identified projects, noting progress, deliverables, timelines, etc.
- 2. Prepare meeting minutes (when needed), and summaries
- 3. Follow-up activities, such as conducting further project research, discovery, cost analysis, challenges, etc.
- 4. Produce a quarterly e-newsletter
- 5. Issue periodic progress reports
- 6. Other duties assigned

Deliverables: MARC will produce a periodic progress reports.

Leadership scheduling: MARC staff will work with the CORE4 managers, mayors, and board chairman's staff to coordinate schedules for leadership meetings and annual Colloquium.

Work group coordination: MARC staff will assist CORE4 lead staff to coordinate the work groups' activities. This may include taking meeting minutes, coordinating meetings, performing follow-up activities, and serving as a reminder of deliverables and deadlines.

Event planning and logistical support: MARC will provide staff to plan and provide the logistic support for the annual CORE4 Colloquium. This will include securing conference space, coordinating A/V services, equipment and meeting refreshments, preparing and executing a marketing plan to participating agency staff, establishing online registration portal, sending confirmation emails, etc.

Budget:

The costs associated with the above activities are outlined below.

CORE 4 Coordination - Annual Budget

Revenue			
Johnson County (544,179) 36%			\$21,600
Kansas City, Mo (459,787) 30%			\$18,000
Jackson County, Mo (w/o KCMO) (371,659) 24%			\$14,400
Unified Government (157,505) 10%			\$6,000
Total Revenue			\$60,000
		Average	
Expenses	# hours	hourly rate	cost
MARC Staff-time	550	\$40	\$22,000
David Warm (leadership committee facilitation)			
Marlene Nagel (program oversight, facilitation)			
Georgia Nesselrode (program coordination, facilitation)			
Staff support - sub-committee coordination (TBD by issue)			
Fringe , Indirect, Rent			\$20,000
Contractual Services (specialized consultant)			\$5,000
Travel (mileage)			\$1,000
Facility Rental			\$3,000
Meeting Expense			\$7,000
Miscellaneous			\$2,000
Total Expense			\$60,000

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Sheriff to execute a Memorandum of Understanding relating to the Missouri Western Interdiction and Narcotics Task Force.

RESOLUTION NO. 19520, June 27, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Western Interdiction and Narcotics Task Force (MoWIN) is a collaborative association charged with investigating and disrupting drug trafficking activities occurring in numerous communities throughout western Missouri; and

WHEREAS, participants in MoWIN include the U.S. Drug Enforcement Administration, the Kansas City Board of Police Commissioners, which is the lead local agency, Jackson, Clay, Platte, and Caldwell Counties, and twenty-three other cities, towns, and villages in these counties; and

WHEREAS, MoWIN will continue to be funded by a grant awarded by the Missouri Department of Public Safety and administered by the Kansas City Board of Police Commissioners; and

WHEREAS, the attached Memorandum of Understanding (MOU) adequately sets out the rights and obligations of the participants in MoWIN for the 2017-18 program year; and

WHEREAS, the execution of this MOU is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Sheriff and any other County officials required, be and hereby are authorized to execute the attached MOU relating to MoWIN.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:	
Chief Deputy County Counselor	County Counselor
Certificate of Passage	
· · · · · · · · · · · · · · · · · · ·	d resolution, Resolution No. 19520 of June 27 , 2017 by the Jacksor were as follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

THIRD AMENDED MEMORANDUM OF UNDERSTANDING MISSOURI WESTERN INTERDICTION AND NARCOTICS TASK FORCE

This Third Amended Memorandum of Understanding is entered between the following agencies:

- (1) Board of Police Commissioners of Kansas City, Missouri (BOPC), the governing body of the Kansas City, Missouri Police Department (KCPD);
- (2) Drug Enforcement Administration (DEA), by and through the Special Agent in Charge of the Drug Enforcement Administration, St. Louis Division. DEA is entering into this agreement pursuant 18 U.S.C. §873 (a) which provides for cooperative enforcement and regulatory activities under both the Controlled Substances Act and the Controlled Substances Import and Export Act;
- (3) Jackson County, Missouri, the agency of the Jackson County Sheriff's Office (JACO);
- (4) Clay County, Missouri, the agency of the Clay County Sheriff's Department, Clay County Prosecutor's Office;
- (5) Platte County, Missouri, the agency of the Platte County Sheriff's Office;
- (6) Caldwell County, Missouri, the agency of the Caldwell County Sheriff's Office;
- (7) City of Smithville, Missouri, the agency of the Smithville Police Department;
- (8) Village of Claycomo, Missouri, the agency of the Claycomo Police Department;
- (9) City of Liberty, Missouri, the agency of the Liberty Police Department;
- (10) City of Gladstone, Missouri, the agency of the Gladstone Department of Public Safety;
- (11) City of Excelsior Springs, the agency of the Excelsior Springs Police Department;
- (12) City of Kearney, Missouri, the agency of the Kearney Police Department;

- (13) City of North Kansas City, Missouri, the agency of the North Kansas City Police Department;
- (14) City of Mosby, Missouri;
- (15) City of Lawson, Missouri, the agency of the Lawson Police Department;
- (16) City of Pleasant Valley, Missouri, the agency of the Pleasant Valley Police Department;
- (17) Village of Oakview, Missouri, the agency of the Oakview Police Department;
- (18) City of Parkville, Missouri, the agency of the Parkville Police Department;
- (19) City of Camden Point, Missouri, the agency of the Camden Point Police Department;
- (20) City of Platte City, Missouri, the agency of the Platte City Police Department;
- (21) City of Platte Woods, Missouri, the agency of the Platte Woods Police Department;
- (22) City of Riverside, Missouri, the agency of the Riverside Police Department;
- (23) City of Weston, Missouri, the agency of the Weston Police Department;
- (24) City of Edgerton, Missouri, the agency of the Edgerton Police Department;
- (25) City of Northmoor, Missouri, the agency of the Northmoor Police Department;
- (26) City of Lake Waukomis, Missouri, the agency of the Lake Waukomis Police Department;
- (27) City of Weatherby Lake, Missouri, the agency of the Weatherby Lake Police Department; and
- (28) Village of Ferrelview, Missouri, the agency of the Ferrelview Police Department; and
- (29) City of Holt, Missouri.

This MOU sets forth the procedures, duties, responsibilities, and involvement of the above Parties, their successors and assigns (collectively, the above agencies will be referred to as "Parties") in the Missouri Western Interdiction and Narcotics Task Force.

I. OBJECTIVE

The objective of this Memorandum of Understanding (MOU) is to outline the mission of the Missouri Western Interdiction and Narcotics Task Force (hereinafter, "MoWIN Task Force"). This MOU seeks to unite the Kansas City Multijurisdictional Drug Task Force, Platte County Drug Task Force, Clay County Drug Task Force, and the Drug Enforcement Administration (DEA) into the MoWIN Task Force.

Additionally, this memorandum will formalize relationships between the participating Parties for Law Enforcement guidance and planning, in order to maximize inter-agency cooperation and create a close knit cohesive unit capable of addressing the most complex problems facing the agencies participating in the task force.

II. MISSION

The primary mission of the MoWIN Task Force will be the investigation and disruption of drug trafficking activities occurring in or affecting communities in Jackson County, Clay County, Caldwell County and Platte County as well as the apprehension and prosecution of those individuals responsible for the related criminal violations.

III. COMPOSITION - CHAIN OF COMMAND

A. Task Force

The MoWIN Task Force will consist of an overarching combined enforcement body of members of the Kansas City Missouri Police Department, the Drug Enforcement Administration, Jackson County Sheriff's Office, Clay County Sheriff's Office, the Platte County Sheriff's Office, the Caldwell County Sheriff's Office and the DEA. This overarching body will coordinate efforts between and amongst all Parties as needed to carry out the mission of this MOU. State and local task force members may be deputized by DEA in accordance with the provisions of 21 U.S.C. 878, Title 28 CFR, Subpart R, Section 0.100, et seq. Before deputizing a state or local member of the task force, DEA may conduct, if necessary, a preliminary screening and/or background investigation of the prospective candidate in order to determine the candidate's ability to fulfill all DEA task force related duties.

All Parties agree and understand that the MoWIN Task Force is not a legal entity. Each Party is responsible for providing appropriate representation and/or liability protection for their respective members. Accordingly, each Party is responsible for any liability associated with their respective member's actions or omissions. State and local police officers formally deputized by the DEA pursuant to 21 U.S.C. 878 only possess federal authority when engaged in task

force functions at the specific direction of a DEA supervisor and would be subject to Department of Justice representation and liability protection available to their DEA counterparts. Deputized officers performing non-task force functions or actions not included in the scope of their DEA authorized duties are not entitled to Department of Justice representation or any liability protection which might be available to their DEA counterparts. Non-DEA task force members may not exercise Title 21 authority.

B. Task Force Financial Officer

The KCPD will designate a financial officer from its Fiscal Division to receive funds for the operation of the MoWIN Task Force. As part of the responsibilities of the financial officer, all Parties understand and agree that the financial officer may audit each agency that receives grant funding for compliance with the Department of Public Safety grant requirements. All Parties further understand and agree that DEA will not receive grant funding and, therefore, DEA will not be subject to the audit.

Each Party further understands and agrees to abide by all requirements of most current Certified Assurances provided by the Missouri Department of Public Safety for the Edward Byrne Memorial Justice Assistance Grant (JAG). If a Party is unable to locate these certified assurances, it is the Party's responsibility to contact the Task Force Financial Officer or Commander of the Drug Enforcement Unit to obtain a copy.

C. Assignment of Personnel

The listed agencies agree to assign the following personnel to the MoWIN Task Force:

- 1. The Kansas City, Missouri Police Department agrees to assign a total of 6 full time, investigative personnel one (1) Sergeant and five (5) detectives.
- 2. The Drug Enforcement Administration agrees to assign one (1) Special Agent on a case-by-case basis.
- The Clay County Sheriff's Department agrees to assign six (6) (5 full time and 1 part time) investigative personnel.
- 4. The Platte County Sheriff agrees to assign one (1) sergeant and four (4) detectives on a full time basis.
- The Jackson County Sheriff agrees to assign two (2) deputies on a full time basis.

D. Supervision of Personnel

These agencies will assign the following personnel for direct supervision:

- 1. The Kansas City, Missouri Police Department agrees to assign a Sergeant to supervise the day-to-day operations of KCPD member(s).
- 2. The Drug Enforcement Administration agrees to assign a Supervisory Special Agent to supervise his/her Special Agent who will exercise direct, daily supervision over all DEA personnel/employees assigned to the task force. This DEA supervisory authority shall include any state or local task force member formally deputized by DEA pursuant to 21 U.S.C. 878, while engaged in federal task force functions. During the life of this task force, any such state and local task force members formally deputized by DEA shall be under the direct, daily supervision of DEA personnel and shall be subject to all applicable DEA policies, procedures, regulations, standards and guidelines while engaged in federal task force functions. If a exists between a member's agency procedures, regulations, standards and guidelines, the Parties will refer to Part III, Section E.
- 3. The Clay County Sheriff's Department agrees to assign a Sergeant to supervise the day-to-day operations of its member(s). The Clay County Sheriff's Office is also a member and administrator of the Clay County Drug Task Force. The Sheriff's Office will continue coordinate efforts between and among the following listed Parties in order to effectively carry out this MOUs mission: Clay County Prosecutor's Office, Smithville Police Department, Claycomo Police Department, Lawson Police Department, City of Mosby, North Kansas City Police Department, Oakview Police Department, Pleasant Valley Police Department, Liberty Police Department, Excelsior Springs Police Department, Gladstone Police Department and Department of Public Safety, and Kearney Police Department.
- 4. The Platte County Sheriff agrees to assign a Sergeant to supervise his/her deputy(s). The Platte County Sheriff's Office is a member and administrator of the Platte County Drug Task Force. The Sheriff's Office will continue coordinate efforts between and among the following listed Parties in order to effectively carry out this MOU's mission: Platte County Prosecutor's Office, Camden Point Police Department, Edgerton Police Department, Ferrelview Police Department, Lake Waukomis Police Department, Northmoor Police

Department, Parkville Police Department, Platte City Police Department, Platte Woods Police Department, Riverside Police Department, Weatherby Lake Police Department, and Weston Police Department.

5. The Jackson County Sheriff will supervise his/her member(s).

The Parties agree that their respective members shall not be considered employees, agents or members of the other Party. Each Party's members are responsible for complying with their respective agency's policies, procedures regulations, standards, and guidelines. Each Party's agency is responsible for their respective members conduct and supervision while on the MoWIN Task Force. Each Party to the MOU, therefore, retains the responsibility to undertake disciplinary action as necessary with respect to its own personnel. Each Party to the MOU retains the responsibility to conduct or serve as lead agency in investigations of non-criminal misconduct involving its own personnel.

E. Chain of Command

The Parties designate the following Coordinators over the Task Force:

- 1. The KCPD designates the Commander of the KCPD Drug Enforcement Unit.
- 2. The DEA designates a Supervisory Special Agent.
- 3. The Jackson County Sheriff designates a commander.
- 4. The Clay County Sheriff designates the commander to coordinate efforts among agencies listed above under Section III, subsection D.3.
- 5. The Platte County Sheriff designates the commander to coordinate efforts among the agencies listed above under Section III, subsection D.4.

Operational problems will be mutually addressed and resolved by the front line supervisors. If problems arise which cannot be resolved to their mutual satisfaction, they should be presented to one of the Coordinators. It is agreed, however, that resolution of operational problems at the lowest possible level is in the best interest of the MoWIN Task Force.

The Parties agree that their individual agencies will assume liability for any willful, wanton, or negligent act or omission by any of their respective employees resulting from performance of their duties as part of the MoWIN Task Force. The DEA acknowledges that the United States is exclusively liable for damages

caused by the negligent or wrongful acts and omissions of DEA personnel, while on duty and acting within the scope of their employment, to the extent permitted by the Federal Tort Claims Act (FTCA), 28 U.S.C. §§2401 (b), 2671-2680.

IV. EQUIPMENT

A. Vehicles

The participating Parties agree to provide sufficient vehicles for their assigned personnel to perform the law enforcement duties required by the mission. In the event of an accident, liability will rest with the driver's employer to the extent permitted by applicable law.

B. Communications Equipment

The Kansas City, Missouri Police Department agrees to provide its employees seven (7) hand-held two way radios capable of communicating with each other and the police dispatcher, five (5) cellular mobile phones capable of long distance calling and texting and one (1) drug detection dog. This equipment will be provided to the KCPD personnel assigned to the Task Force.

Clay County Drug Task Force agrees to provide its employees six (6) hand held two way radios capable of communicating with each other, police dispatcher, five (5) cellular mobile phones capable of long distance calling and texting. The equipment will be provided to the Clay County Sheriff's personnel assigned to the Task Force.

Platte County agrees to provide its employees five (5) hand held radios capable of communicating with police dispatcher. They will provide five (5) cellular mobile phones capable of long distance calling and texting.

V. RECORD AND REPORTS

All Task Force administrative and investigative records will be the property and responsibility of the Party agency that creates the record on their respective agency forms. Each state agency recognizes that it must follow the Missouri Sunshine Law regarding disclosure of records. Dissemination of the information prepared by the DEA on DEA forms will be handled by the DEA and is subject to pertinent legal and/or policy restrictions.

All administrative records and investigative reports generated on federal forms will be maintained by the DEA and handled by the DEA. Dissemination of DEA information will be handled in accordance with Federal law, including but not limited to 28 C.F.R. 16.21 et. seq., the Privacy Act, Title 5, United States Code, Section 552a and the Freedom of Information Act, 5 U.S.C. § 552 (FOIA).

VI. PROCEDURE

A. <u>Assignment of Cases</u>

The assignment of cases and the subsequent prosecution jurisdiction (Federal, Clay, Platte, Cass, or Jackson County) will be jointly decided upon by the Task Force Coordinators.

It can be anticipated that other law enforcement agencies and jurisdictions will request assistance from the MoWIN Task Force. Whenever possible, the MoWIN Task Force wishes to be responsive to the needs of those agencies.

B. Prosecutions

The MoWIN Task Force investigative procedures will conform to the basic requirements for successful prosecution. A determination will be made on a case-by-case basis whether the prosecution of a Task Force case will be at the state or Federal level. The criteria for the decision will be based on which level of prosecution would be of the greatest benefit to the overall objective of the Task Force.

The use of investigative methods (e.g., search warrants, interceptions of oral communication, etc.) and reporting procedures in connection there with will be consistent with the policy and procedure of the Party(s) jurisdiction that handles the anticipated prosecution of the case.

C. Informants

- 1. Joint State/Federal Informants: Informants developed jointly by members of the MoWIN Task Force that are used for Federal prosecution of a case will be handled jointly and in accordance with existing Attorney General Guidelines on DEA use of Informants and Confidential Sources. Informants utilized for the prosecution of state cases will be handled in accordance with the written directives of the Narcotics and Vice Division of the Kansas City, Missouri Police Department with consultation of the DEA. All information derived from informants will be subject to full and immediate review by the Task Force Coordinators and will be available to all involved members of the Task Force.
- 2. Non-DEA Informants: The operation, documentation, and payment of solely state, county or local informants and cooperative witnesses (CW) opened and operated by a non-DEA agency shall be in accordance with appropriate respective state, county or local policies and procedures provided these policies and procedures do not conflict

with the United States Attorney General guidelines. Documentation of non-DEA informants and CWs shall be maintained by the respective agency responsible for the development of the source.

3. DEA Informants: Disclosure of DEA informants to non-task force members will be limited to those situations where it is essential to the effective performance of the MoWIN Task Force. These disclosures will be consistent with applicable DEA guidelines. Non-task force members may not make any further disclosure of the identity of a DEA informant. No documents are to be prepared or disseminated outside the DEA, which identify or tend to identify a DEA informant. Documentation of, and any payments to, DEA informants and CWs shall be in accordance with the DEA policy and procedure.

VII. SEIZURE/FORFEITURE

A. <u>Mission of the MoWIN Task Force</u>

The mission of asset forfeiture is to disrupt criminal enterprises and remove the instrumentalities and proceeds of crime. Potential revenue must not be allowed to jeopardize the effective investigation and prosecution of criminal offenses, officer safety, the integrity of ongoing investigations, or the due process rights of citizens. Whenever possible, assets seized by MoWIN Task Force members will be processed for federal forfeiture. This MOU does not create or confer any legal rights, privileges or benefits that may be enforced in any way by private parties.

As previously stated in the MOU, the primary mission of the MoWIN Task Force will be the investigation and disruption of drug trafficking activities occurring in or affecting communities in Jackson County, Clay County, and Platte County as well as the apprehension and prosecution of those individuals responsible for the related criminal violations, thereby reducing crime and the availability of illegal drugs in the area. The MoWIN Task Force will bring federal, state, and local law enforcement and prosecutorial resources to bear on this important mission to investigate and disrupt illegal drug distribution activities in this area.

B. <u>Equitable Sharing Account</u>

Each participating agency shall maintain all Department of Justice (DOJ) equitable sharing funds, regardless of source, within a separate account or accounting code. DOJ equitable sharing funds shall not be commingled with any other funds.

Each participating agency shall file an Automated Clearing House ("ACH") form with the United States Marshals Service ("USMS") and the United States Postal Inspection Service, if applicable. Each participating agency must promptly update its ACH form with any necessary changes.

C. <u>Assets Eligible for Sharing</u>

Participating agencies acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Additional information concerning the DOJ equitable sharing policy can be found in The U.S. Department of Justice, Criminal Division, Guide to Equitable Sharing for State and Local Law Enforcement Agencies, April 2009 (Equitable Sharing Guide), and subsequent policy statements released by DOJ.

Participating agencies acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims.

D. <u>Budgeting of Equitable Sharing Funds</u>

Participating agencies shall not budget equitable sharing funds until the shared funds are deposited into the participating agency's equitable sharing account.

E. Submission of DOJ DAG-71 Form

Each participating agency shall promptly submit an electronic DAG-71 sharing request no later than 45 days after forfeiture.

If the sharing percentage requested in a DAG-71 is based on this MOU, each participating agency shall append a copy of this MOU to their DAG-71.

F. Division of Forfeited Assets

Equitable Sharing will be based upon Work Hours and Qualitative Factors. Shares allocated to a participating agency must bear a reasonable relationship to the agency's direct participation in the investigation or law enforcement effort resulting in the forfeiture. The deciding authority ordinarily determines equitable shares by comparing the number of work hours expended by each agency participating in the seizure. Where the work hours alone do not reflect the contribution of a law enforcement agency, the deciding authority considers qualitative factors in making a sharing allocation. If, and to what extent, an adjustment is warranted is within the discretion of the deciding authority and will be done on a case-by-case basis.

All funds dispersed to each participating agency must be reported on its yearly Equitable Sharing Agreement or Certification (ESAC) form.

G. Compliance with Program Requirements

All participating agencies shall comply with the Guide and the National Code of Professional Conduct for Asset Forfeiture.

H. Audit and Compliance Requirements

Each participating agency shall be subject to the Office of Management and Budget (OMB) Circular A-133 single audit requirements.

Each participating agency shall submit the ESAC form annually and provide information to the DOJ Asset Forfeiture and Money Laundering Section (AFMLS) as requested during the compliance review process.

J. Recordkeeping and Financial Controls

Participating agencies shall comply with accurate recordkeeping and financial controls in accordance with Guide and any applicable state or local record retention laws or policies.

VIII. Task Force Policy Board

This Task Force MOU simultaneously establishes the Task Force Policy Board. Attached to this MOU, and fully incorporated as part of this MOU, is Exhibit A titled "MoWIN Task Force Policy Board", which sets forth the policy board objectives, composition, responsibilities, records and reports, and terms and modifications. The Parties agree that the Policy Board will be composed of the following:

- A. At least one, Elected Official or his/her designee that is a Party to the MoWIN Task Force MOU.
- B. The Chief Law Enforcement Officers of the current Parties that are part of this Task Force MOU.
- C. At least one Hazardous Materials Response Representative designated by a Party to this Task Force MOU, or at least one representative of the local fire response agency that is a Party to this Task Force MOU.

The MoWIN Task Force Board may modify the terms of Exhibit A if 51% of the composed members approve the modification, or the terms of Exhibit A may be modified by amendment of this Task Force MOU.

IX. SALARIES/OVERTIME COMPENSATION

Salaries and overtime of the MoWIN Task Force assigned members will be determined and paid by their respective agencies.

X. MEDIA RELEASES

All media releases and statements involving joint operations between Parties will be mutually agreed upon and jointly handled by those Parties involved in the investigation. All media releases and statements involving the general task force operations will be mutually agreed upon and jointly handled by the KCPD Chief of Police, Jackson County Sheriff, the Assistant Special Agent in Charge of the St. Louis Division of the DEA, Clay County Sheriff Caldwell County Sheriff and Platte County Sheriff.

XI. FUNDING

This MOU is not an obligation or commitment of funds to any Party, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties regarding the process and procedures for performing the tasks described herein. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

The Parties further agree the number of personnel assigned to the MoWIN Task Force is dependent on the monies allocated through the Department of Public Safety. The Parties also agree that if the Department of Public Safety does not fund the full amount of monies requested, the monies awarded shall be divided equally and beneficially, after taking into consideration each Parties contribution in assigned members, resources, training, space and other assistance, to all Parties involved to ensure a unified enforcement effort.

XII. DISCRIMINATION-FREE WORKPLACE

Each Party shall comply with Title VII of the Civil Rights Act of 1964, Sections 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (as incorporated in the Civil Rights Act of 1991) and all requirements imposed or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, D, and F. This language is required by Federal laws which prohibit discrimination in federally assisted programs and by Department of Justice regulations implementing those laws. 28 C.F.R. Part 42.

XIII. TERM OF AGREEMENT/MODIFICATIONS

- A. The Parties, and their successors, consent that the term of this Amended MOU shall be effective for the period beginning July 1, 2017, and shall remain in effect each consecutive year (July 1 June 30).
- B. A Party's failure to sign this MOU does not terminate this MOU as to the remaining Parties that do sign, but such unsigned Party will not be considered a member of the Task Force.
- C. If any Party dissolves its law enforcement department and enters into a contract for police services with another agency, the Party will remain part of this MOU and the head of the new police services agency will be considered the law enforcement contact for that given Party. Such Party, through its current authorized representative, must notify MoWIN Task Force by written notification to the Commander of the KCPD Drug Enforcement Unit. A sample letter is attached and labeled as Sample 1.

- Any Party, through its current authorized representative, may withdraw from the MoWIN Task Force and Task Force Board at any time by written notification to the Commander of the KCPD Drug Enforcement Unit at least 30 days prior to withdrawal. Upon withdrawal from or termination of this MOU, any equipment provided to the Parties shall be returned to the supplying agency. A Parties written withdraw from the Task Force will be deemed a modification by amendment to this MOU, but does not terminate this MOU as to the remaining Parties. A sample letter is attached and labeled as Sample 2.
- E. The Parties agree that this MOU may be modified at any time by written amendment that is reviewed, approved and executed by an authorized representative of each Party. The Parties agree that no other documents, correspondence, acts and oral communications by or from any person (other than a withdraw as specified Section XII, subsection B), shall be construed as an amendment to the MOU.
- F. The Parties agree that the provisions of the MoWIN Task Force will be periodically reviewed by the Parties to ensure that the MoWIN Task Force will continue to operate and function in an appropriate and beneficial manner for all Parties.
- G. The Parties agree that this MOU of the MoWIN Task Force supersedes and replaces any previous MOU regarding the MoWIN Task Force and those prior amendments.

XIV. EXECUTION

Board of Police Commissioners of

Kansas City, Missouri

This MOU may be executed in one or more counterparts, each of which will be deemed an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU. This MOU shall be effective upon the execution of counterparts by all parties, notwithstanding that all parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this MOU and shall be acceptable in a court of law.

The persons signing this agreement hereby affirm that they are authorized to do so on behalf of their respective agencies.

By:		Date:	
David Zimmerman, Chief of Police		_	
Kansas City, Missouri Police Department	7.		

Drug Enforcement Administration

By: Special Agent in Charge	Date:
Drug Enforcement Administration, St. Louis Division	
Jackson County, Missouri	
By: Michael Sharp, Sheriff Jackson County Sheriff's Office	Date:
Caldwell County, Missouri	
By: Jerry Galloway, Sheriff Caldwell County Sheriff's Office	Date:
Clay County, Missouri	
By: Paul Vescovo, Sheriff Clay County Sheriff's Department	Date:
By: Daniel L. White, Clay County Prosecutor's Office	Date:
City of Smithville, Missouri	
By: Jason Lockridge, Chief of Police Smithville Police Department	Date:

Village of Claycomo, Missouri

	Date:
By: Matt Coonce, Public Safety Director Claycomo Police Department	
City of Liberty, Missouri	
By: James Simpson, Chief of Police Liberty Police Department	Date:
City of Gladstone, Missouri	
By: Mike Hasty, Chief of Police Gladstone Department of Public Safety	Date:
City of Excelsior Springs, Missouri	
By: John McGovern, Chief of Police Excelsior Springs Police Department	Date:
City of Kearney, Missouri	
By: Tom Carey, Chief of Police Kearney Police Department	Date:
City of Lawson, Missouri	
By: Robert Smith, Chief of Police Lawson Police Department	Date:

City of Mosby, Missouri Date: _____ By: Representative of the City Of Mosby, Missouri City of North Kansas City, Missouri Date: By: Steve Beamer, Chief of Police North Kansas City Police Department Village of Oakview, Missouri Date: _____ By: Carl Downs, Chief of Police Oakview Police Department City of Pleasant Valley, Missouri Date: By: David Slater, Mayor City of Pleasant Valley, Missouri City of Holt, Missouri Date: By: Ross Polie, Mayor City of Holt, Missouri

Platte County, Missouri	
By: Mark Owen, Sheriff Platte County Sheriff's Office	Date:
City of Parkville, Missouri	Deter
By: Kevin Chrisman, Chief of Police Parkville Police Department	Date:
City of Camden Point, Missouri	
By: Matt Henderson, Chief of Police Camden Point Police Department	Date:
City of Platte City, Missouri	
By: Carl Mitchell, Chief of Police Platte City Police Department	Date:
City of Platte Woods, Missouri	
By: Michael Benne, Chief of Police Platte Woods Police Department	Date:
City of Riverside, Missouri	
By: Christopher A. Skinrood, Chief of Police Riverside Police Department	Date:

City of Weston, Missouri	
By: Terry Blanton, Chief of Police Weston Police Department	Date:
City of Edgerton, Missouri	æ
By: Jeff Bruner, Chief of Police Edgerton Police Department	Date:
City of Northmoor, Missouri	
By: Kelly Clark, Chief of Police Northmoor Police Department	Date:
City of Weatherby Lake, Missouri	
By: Gary McMullin, Chief of Police Weatherby Lake Police Department	Date:
Village of Ferrelview, Missouri	
By: Kevin LeBranche, Chief of Police Ferrelview Police Department	Date:
City of Lake Waukomis	
By: Donnie Hachman, Chief of Police Lake Waukomis Police Department	Date:

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/844No.: 19520

Sponsor(s): Alfred Jordan

Date:

June 27, 2017

SUBJECT	Action Requested Resolution Ordinance			
	Project/Title: A Resolution authorizing the Jackson County Sheriff's Office to enter into a cooperative agreement (MOU) with the Missouri Western Interdiction and Narcotics Task Force (MOWIN), a multijurisdictional task force with a primary mission to investigate and disrupt drug trafficking activities in Jackson, Clay, Platte and Caldwell counties in Missouri.			
BUDGET				
INFORMATION	Amount authorized by this legislation this fiscal year:		\$	
To be completed By Requesting	Amount previously authorized this fiscal year:		\$ \$	
Department and	Total amount authorized after this legislative action: Amount budgeted for this item * (including		\$	
Finance	transfers):			
	Source of funding (name of fund) and account code number;	FROM ACCT		
	FROM TO	то асст		
	* If account includes additional funds for other expenses, total budget	ed in the account is: \$!	
	OTHER PRIMITED AND PARTIES.			
	OTHER FINANCIAL INFORMATION:			
	No budget impact (no fiscal note required)			
	Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$			
	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):			
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):			
CONTACT INFORMATION	RLA drafted by Captain Dave Epperson, Sheriff's Office, 816-541-8017			
REQUEST				
SUMMARY	A Resolution authorizing the Jackson County Sheriff's Office to enter into a cooperative agreement (MOU) with the Missouri Western Interdiction and Narcotics Task Force (MOWIN), a multijurisdictional task force with a primary mission to investigate and disrupt drug trafficking activities in Jackson, Clay, Platte and Caldwell counties in Missouri.			
CLEARANCE	 ☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) 			
ATTACHMENTS				

		10	7		100 5	
REVIE	W	Department Director	Don	w	Park aule	
		Finance (Budget Appro- If applicable	val):		Date:	
		Division Manager:	ak Jan		Date: 6/21/17	
		County Counselor's Off	ice:		Date:	
Fiscal	Informatio	n (to be verified by E	Budget Office in Finance D	epartment)		
	This expend	liture was included in the	annual budget.			
	Funds for this were encumbered from the Fund in					
	There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.					
	Funds sufficient for this expenditure will be/were appropriated by Ordinance #					
	Funds sufficient for this appropriation are available from the source indicated below.					
	Account N	lumber:	Account Title:	Amount Not to Exceed	:	
			nd does not obligate Jackson Conecessity, be determined as each			

This legislative action does not impact the County financially and does not require Finance/Budget approval.