

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

I hereby certify that the attached resolution, Resolution No. 19520 of June 27, 2017, was duly passed on June 27, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

6.27.17
Date


Mary Jo Spino, Clerk of Legislature

Final

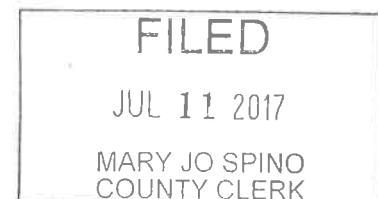
C. Dates 7/13/17
Res. 19520

CFDA # 16.738

**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 Department of Public Safety;
- (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.
3. 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)~~ ³ detectives on a full time basis.
3 MIA 6-12-17
5. 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 conflict exists between a member's agency policies, 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 and Department of Public Safety, 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. Assignment of Cases

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. Mission of the MoWIN Task Force

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. Equitable Sharing Account

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. Assets Eligible for Sharing

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. Budgeting of Equitable Sharing Funds

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.

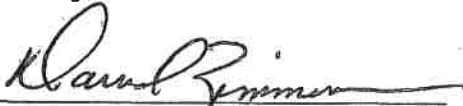
- D. Any Party, through its current authorized representative, may withdraw from the MoWIN Task Force and Task Force Board at any time by written notification to the Commander of the KCPD Drug Enforcement Unit at least 30 days prior to withdrawal. Upon withdrawal from or termination of this MOU, any 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

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.

**Board of Police Commissioners of
Kansas City, Missouri**

By: 
David Zimmerman, Chief of Police
Kansas City, Missouri Police Department

Date: 06-27-2017

Drug Enforcement Administration

By: _____
Special Agent in Charge
Drug Enforcement Administration,
St. Louis Division

Date: _____

Jackson County, Missouri

By: Michael Sharp
Michael Sharp, Sheriff
Jackson County Sheriff's Office

Date: 7/10/17

APPROVED AS TO FORM

W. Thomas Nix
County Counselor

ATTEST:

Mary Spino
Clerk of the County Legislature

Caldwell County, Missouri

By: _____
By: Jerry Galloway, Sheriff
Caldwell County Sheriff's Office

Date: _____

Clay County, Missouri

By: _____
By: Paul Vescovo, Sheriff
Clay County Sheriff's Department

Date: _____

By: _____
By: Daniel L. White,
Clay County Prosecutor's Office

Date: _____

City of Smithville, Missouri

By: _____
By: Jason Lockridge, Chief of Police
Smithville Police Department

Date: _____

Drug Enforcement Administration

By: CS Jarad Harper Date: 06-27-17
~~Special Agent in Charge~~ Group Supervisor
Drug Enforcement Administration,
~~St. Louis Division~~ Kansas City Interdiction Task Force
Jarad Harper

Jackson County, Missouri

By: Michael Sharp Date: 6/12/17
Michael Sharp, Sheriff
Jackson County Sheriff's Office

Caldwell County, Missouri

By: Jerry Galloway Date: 6-12-17
Jerry Galloway, Sheriff
Caldwell County Sheriff's Office

Clay County, Missouri

By: Paul Vescovo Date: 6-12-17
Paul Vescovo, Sheriff
Clay County Sheriff's Department

By: Daniel L. White Date: 6-12-17
Daniel L. White,
Clay County Prosecutor's Office

City of Smithville, Missouri

By: Jason Lockridge Date: 06/12/2017
Jason Lockridge, Chief of Police
Smithville Police Department

Village of Claycomo, Missouri


By: Matt Coonce, Public Safety Director
Claycomo Police Department

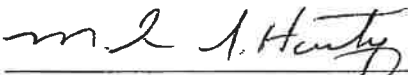
Date: 6-19-17

City of Liberty, Missouri


By: James Simpson, Chief of Police
Liberty Police Department


Date: 6/12/2017

City of Gladstone, Missouri


By: Mike Hasty, Chief of Police
Gladstone Department of Public Safety

Date: 6/12/2017

City of Excelsior Springs, Missouri


By: John McGovern, Chief of Police *CDR*
Excelsior Springs Police Department
CLINTON D. RENO, CHIEF OF POLICE

Date: 06-12-2017

City of Kearney, Missouri


By: Tom Carey, Chief of Police
Kearney Police Department

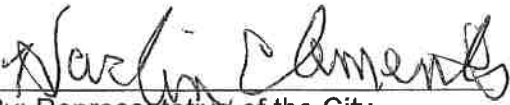
Date: 06-12-17

City of Lawson, Missouri


By: Robert Smith, Chief of Police
Lawson Police Department


Date: 6-19-17

City of Mosby, Missouri


By: Representative of the City
Of Mosby, Missouri


Date: 6-20-17

City of North Kansas City, Missouri


By: Steve Beamer, Chief of Police
North Kansas City Police Department

Date: 6-12-17

Village of Oakview, Missouri


By: Carl Downs, Chief of Police
Oakview Police Department

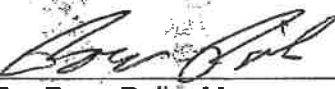
Date: 6-20-17

City of Pleasant Valley, Missouri


By: ~~David Slater, Mayor~~ *Gordon Abraham, Chief of Police*
City of Pleasant Valley, Missouri


Date: 6-12-17

City of Holt, Missouri

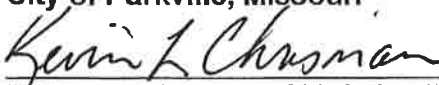

By: Ross Polie, Mayor
City of Holt, Missouri

Date: 6-12-17

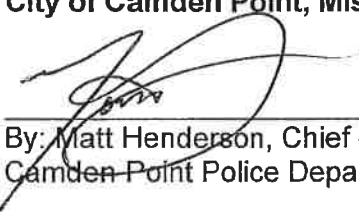
Platte County, Missouri


By: Mark Owen, Sheriff
Platte County Sheriff's Office


Date: 6/12/17

City of Parkville, Missouri

By: Kevin Chrisman, Chief of Police
Parkville Police Department


Date: 6-12-2017

City of Camden Point, Missouri

By: Matt Henderson, Chief of Police
Camden Point Police Department


Date: 6-17-2017

City of Platte City, Missouri

By: Carl Mitchell, Chief of Police
Platte City Police Department

Date: 06-12-17

City of Platte Woods, Missouri

By: ~~Michael Bonner~~, Chief of Police
Platte Woods Police Department
JAMES KERNS, Interim Chief

Date: 6-12-17

City of Riverside, Missouri

By: Gregory Mills, Director
~~Riverside Department of Public Safety~~
Police Department
Garry McMullin,
Acting Chief
City of Weston, Missouri

Date: 6-13-17

Terry L. Blanton
By: Terry Blanton, Chief of Police
Weston Police Department

Date: 06-12-17

City of Edgerton, Missouri

Jeff Bruner
By: Jeff Bruner, Chief of Police
Edgerton Police Department

Date: 6-13-17

City of Northmoor, Missouri

Kelly Clark
By: Kelly Clark, Chief of Police
Northmoor Police Department

Date: 6-13-2017

City of Weatherby Lake, Missouri

Gary McMullin
By: Gary McMullin, Chief of Police
Weatherby Lake Police Department

Date: 06-12-17

Village of Ferrelview, Missouri

Kevin LeBranche
By: Kevin LeBranche, Chief of Police
Ferrelview Police Department
DANIEL C CLAYTON

Date: 6/13/17

City of Lake Waukomis

Donnie Hachman
By: Donnie Hachman, Chief of Police
Lake Waukomis Police Department

Date: 6/12/17

MoWIN TASK FORCE POLICY BOARD

This Task Force Policy Board is established in conjunction with and subject to the provisions set forth in the most current Memorandum of Understanding for the Missouri Western Interdiction and Narcotics (MoWIN) Task Force. The MoWIN Task Force Policy Board is established in compliance with Missouri Revised Statute, section 650.161.

I. OBJECTIVE

The Policy Board will meet as needed to oversee the operations of the Task Force and to provide any necessary information for the completion of any such reports required by the Department of Public Safety.

II. COMPOSITION

The Policy Board will be composed of the following members:

- 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 the MoWIN Task Force MOU.
- C. At least one Hazardous Materials Response Representative designated by a Party to the MoWIN Task Force MOU, or at least one representative of the local fire response agency that is a Party to the MoWIN Task Force MOU.

III. RESPONSIBILITIES

- A. The Policy Board is established for the sole purpose of oversight. Oversight means the Board will periodically discuss and review MoWIN operations and progress. This includes a periodic review of the terms of the MoWIN Task Force MOU to ensure that the Task Force operates and functions in an appropriate and beneficial manner for all current Parties.
- B. The Policy Board states that neither the MoWIN Task Force, this Board, nor the individual board members are considered a legal entity. Each Party that signed the Task Force MOU is responsible for providing its own defense and/or representation for their respective agency and members. Each Party is responsible for any liability associated with their respective member's actions or omissions.

- C. Each Party and/or their respective designees of the Task Force shall be responsible for the policy, program involvement and direction.
- D. The Policy Board encourages that all operational problems will be mutually addressed and resolved by the front line supervisors designated under the Task Force MOU. If problems arise which cannot be resolved to their mutual satisfaction as provided for under the Task Force MOU, then any one or more of the Coordinators must notify their Chief Law Enforcement Officer/Elected Official of the Policy Board. However, it is agreed that resolution of operational problems at the lowest possible level is in the best interest of the Task Force.
- E. Assist the Kansas City, Missouri Police Department's Commander of the Financial Services Office and/or his/her designee with any information necessary to cooperate and comply with the Department of Public Safety reporting procedures.

IV. RECORD AND REPORTS

The MoWIN Policy Board agrees that any administrative records generated by the Policy Board will be held by the Kansas City, Missouri Police Department's Commander of the Drug Enforcement Unit or his/her designee or a Custodian of Record's designated by the MoWIN Policy Board. As such, the records maintained will be subject to the Missouri Sunshine Law regarding disclosure of records.

The Policy Board agrees that the review of federal investigative records concerning ongoing investigations is beyond the objective of the Policy Board and no federal investigative records will be reviewed by the Policy Board during the life of this Board.

V. TERM OF AGREEMENT/MODIFICATIONS

- A. The Parties, and their successors, consent that the term of this Task Force Policy Board shall be effective for the period of the most current MoWIN Task Force MOU.
- B. If any Party withdraws from the MoWIN Task Force, a Parties written withdraw from the Task Force will be deemed a modification by amendment to the member of Policy Board as well, but does not terminate this Policy Board as to the remaining Parties.
- C. The Parties agree that this Policy Board document may be modified at any time by written amendment that is reviewed, approved and executed by 51% of the current composed members or modified by the overarching

MOU. The Parties agree that no other documents, correspondence, acts and oral communications by or from any person (other than a withdraw as specified V, subsection B), shall be construed as an amendment to this document.

VI. EXECUTION

It is agreed that this Policy Board will commence on the date of the most current MoWIN Task Force MOU.