

WICHITA/SEDGWICK COUNTY EXPLOITED AND MISSING CHILD UNIT

MEMORANDUM OF UNDERSTANDING

Revised: 1/26/2016

SUBJECT

The Exploited and Missing Child Unit

PARTIES TO THE AGREEMENT

Wichita Region, Department for Children and Families (DCF)

Police Department, City of Wichita, Kansas

Sheriff's Office, County of Sedgwick, Kansas

City of Wichita, Wichita Mayor

Sedgwick County Commission, Current Chair

Child Advocacy Center of Sedgwick County

Sedgwick County District Attorney's Office

PURPOSE

This memorandum is to record the present understanding of the parties thereto regarding the creation of a joint investigative unit, specializing in the investigation of certain types of cases. This memorandum is not intended to create any future contractual obligations upon any of the parties or agencies joining in its execution.

TERM OF AGREEMENT

This agreement shall commence on January 1, 2016 and continue through December 31, 2016 and may be extended annually by written agreement of the parties for a period not to exceed one (1) year per exercised extension; provided, if this agreement is not renegotiated and extended before January 1, 2017, then it will continue in effect with its current terms for an additional three (3) months, during which period all parties shall reconvene to determine reauthorization of the above and foregoing memorandum.

INTRODUCTION

It is recognized that law enforcement agencies have the primary duty to investigate situations involving criminal activities, and that the Kansas Department for Children and Families has the principle duty to investigate situations of suspected child abuse and/or neglect. [K.S.A. 38-2226]. It is also recognized that there is a statutory duty for such agencies to cooperate in such

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investigations and freely exchange information when it appears that both a crime has been committed and a child has been abused. In order to maximize the efficiency of an investigation and usage of investigative personnel, and facilitate a freer and more rapid exchange of information, the parties to this agreement hereby establish a specialized investigative unit to be staffed by personnel from the agencies involved, and to be operated in accordance with this memorandum.

ORGANIZATION OF THE EXPLOITED AND MISSING CHILD UNIT (EMCU)

Executive Committee: There is hereby created an Executive Committee to oversee the operation of the EMCU which shall consist of: (1) the Regional Director of the Wichita DCF, or the director's designated representative; (2) The Mayor, City of Wichita, or the Mayor's designated representative; (3) The Chairperson of the Sedgwick County Board of Commissioners, or the Chairperson's designated representative; (4) The Wichita Chief of Police, or the Chief's designated representative; (5) The Sheriff of Sedgwick County, or the Sheriff's designated representative; (6) The Executive Director of the Child Advocacy Center of Sedgwick County or designated representative; (7) The Sedgwick County District Attorney or the District Attorney's designated representative.

Advisory Committee: Shall consist of the following representatives, or their appointed designees, who will address relevant issues concerning EMCU and will meet as needed: (1) Captain of Crimes Against Persons Bureau, W.P.D.; (2) Captain of Sheriff's Investigations, Sedgwick County Sheriff's Office; (3) Program Administrator for Prevention and Protection Services of DCF; (4) Supervisors of EMCU; and, (5) Attorneys for each parent organization.

Budget Coordinator: The Sedgwick County Sheriff's Office will make available the services of the Sheriff's Chief Deputy who will fill the position of Budget Coordinator and will provide the Executive Committee with valuable budget analysis.

Director of Operations: The Wichita Police Department shall provide a Command level officer to serve as the Director of Operations. That person will perform the duties of the position as defined by the Executive Committee.

Social Work Supervisor: The Wichita Area DCF shall provide a person to serve as supervisor of the activities of the DCF staff assigned to carry out the mission and objectives of the EMCU.

Law Enforcement Supervisors: The Sheriff's Office will provide a person to supervise the activities of the other Law Enforcement Officers assigned to carry out the mission and objectives of the EMCU. The Wichita Police Department will provide a person to serve as supervisor of the activities of the I.C.A.C. Unit (Internet Crimes Against Children Task Force).

Social Workers: Wichita Area DCF will assign nine (9) Social Workers to the EMCU and they will have a primary responsibility to coordinate investigative efforts with law enforcement in the area of sexual abuse, severe physical abuse and neglect. One of these social worker positions will be assigned to assess runaway reports of youth placed in police protective custody as well as cases involving potential Human Trafficking. Other areas of minor physical abuse, neglect, etc.

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will still be worked in cooperation with law enforcement in a team environment but may be partnered with any number of DCF Investigators who are not necessarily assigned specifically to the EMCU.

Law Enforcement Officers: The Wichita Police Department will assign nine (9) detectives and two (2) officers to the EMCU. The Sedgwick County Sheriff's Office will assign two (2) detectives, who shall perform the law enforcement duties of the EMCU.

Additionally, the Wichita Police Department will assign four (4) detectives and the Sedgwick County Sheriff's Office will assign three (3) detectives to the ICAC Unit. These positions will conduct investigations into Internet crimes against children, as well as forensic examination of digital evidence. The forensic examinations will not be limited to EMCU/ICAC related cases.

Clerical Personnel: The Sheriff's Office will provide two (2) clerical positions to perform support functions. DCF will provide one (1) administrative assistant position to perform support functions.

FUNCTIONS AND DUTIES

Executive Committee: The establishment of policy for the operation of EMCU shall be the function of the Executive Committee. While this memorandum reflects the policy regarding the initial functioning and scope of the operations of EMCU, the Executive Committee may modify that policy at any time.

The Executive Committee shall meet during January, April, July, and October of each year to review the operation and effectiveness of EMCU. Special meetings may be called by the chairperson of the Executive Committee; or shall be called by the chairperson at the request of any two members. The elected chairperson will set up and notify other members of the Executive Committee meetings and will coordinate having someone present for documenting the minutes of the Executive Committee meeting.

Advisory Committee: The Advisory Committee will address relevant issues concerning EMCU and report to the Executive Committee their findings. This committee will meet as needed.

Budget Coordinator: The Budget Coordinator will be filled by the Sedgwick County Sheriff's Chief Deputy who will provide the Board with budget analysis.

Director of Operations: The Director of Operations reports directly to the Executive Committee and is responsible for the overall operation of EMCU in an effective manner. The Director is responsible for supervising the daily operation of all personnel assigned to EMCU. The Director is responsible for compliance with the policies of the Executive Committee and the mandates of applicable state and federal statutes. Other duties of the Director shall include: (1) responsibility for development and implementation of internal policies and the procedures for EMCU to perform its assigned mission; (2) compiling monthly statistics of the activities of EMCU which shall be provided to each member of the Executive Committee; (3)

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developing methods for exchange of information between EMCU, Wichita DCF, Wichita Police Department and Sedgwick County Sheriff's Office; (4) developing procedures for coordinating investigation with other law enforcement agencies; and (5) such other duties as are assigned by the Executive Committee.

Social Work Supervisor: The Social Work Supervisor shall coordinate with the Director of Operations in supervising the activities of the other DCF staff assigned to EMCU. The Social Work Supervisor shall report to the DCF Prevention and Protection Program Administrator and/or the Assessment and Prevention Administrator for DCF's Wichita Region. Supervisor shall be responsible for the supervision of the Social Work staff assigned to the investigative efforts with law enforcement. Supervisor is responsible for implementing and maintaining all DCF policies and procedures. Supervisor will be responsible for the assignment of Social Workers to cases and for reporting any performance issues to PPS/PA and/or the Assessment and Prevention Administrator for DCF's Wichita Region. While Supervisor will perform each of these duties in a cooperative manner with the Director of Operations that strives for efficient functioning of EMCU, Supervisor will nevertheless retain managerial authority over the Social Work staff and preserve the chain of authority of DCF to those staff members.

Law Enforcement Supervisors: The Law Enforcement Supervisors shall be responsible to the Director of Operations in supervising the activities of the other law enforcement officers assigned to EMCU and the Internet Crimes Against Children Task Force, ICAC. The Law Enforcement supervisors, in coordination with the Director of Operations, will also be responsible for advising the Wichita Chief of Police or the Sedgwick County Sheriff, as appropriate, regarding the efficiency and manner of performance of duties by each of the law enforcement officers assigned to EMCU and ICAC.

Social Workers and Law Enforcement Officers: Each social worker and law enforcement officer assigned to EMCU shall perform the duties of investigation, accumulation and preservation of evidence, and preparation of a case for presentation in a court proceeding in accordance with the policy and directives established for EMCU and the instructions of the Director of Operations or the appropriate Social Work or Law Enforcement Supervisor.

Clerical Personnel: Three (3) clerical personnel positions will be provided. DCF will provide the Administrative Assistant position that will do the receptionist duties, answer the telephone, filing, computer data entry and typing for DCF personnel. The Sheriff's Office will provide two (2) Office Specialist positions that will do the transcribing of taped interviews, computer data entry, and typing for both law enforcement and DCF personnel.

POLICY AND SCOPE OF ACTIVITIES

Mission: The mission of the Exploited and Missing Child Unit is to investigate child abuse and missing or abducted children, identify offenders and present evidence for the prosecution of violators of any applicable laws with the least amount of trauma to the child victims. They will also provide services and facilitate available resources to the victims and their families.

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Scope of Operation: EMCU is responsible for investigation of and preparation for criminal prosecution of the following cases occurring in the unincorporated areas of Sedgwick County, Kansas, the city limits of Wichita, Kansas or when requested by another agency.

1. Cases involving allegations of sexual assault (unless there is a death associated) where the victim is under the age of sixteen (16) years;
2. Cases involving allegations of incest where the victim is under the age of eighteen (18) years.
3. Cases involving allegations related to missing children where the child is under the age of eighteen (18) years.
4. Cases involving allegations of physical abuse where the child is under the age of eighteen (18) years (unless the abuse results in a death).

When an investigation originated by EMCU is found to be outside the scope of the activities of EMCU, such information as has been obtained will be immediately supplied to the appropriate law enforcement agency and/or the Wichita Area DCF.

When the investigation has produced sufficient evidence to indicate the prosecution of the perpetrator of the abuse or exploitation of a child may be warranted, EMCU will present such information to the United States Attorney's, District Attorney's, or Municipal Prosecutor's Office for determination as to whether commencement of criminal prosecution or proceedings under the Kansas Juvenile Offenders Code will occur. If the evidence indicates that the child has been exploited or abused by a family member and the custodial parent(s) have failed to adequately protect the child from abuse or exploitation, an EMCU member or a Social Worker assigned to that case shall also present such evidence obtained to the District Attorney's office for the purpose of requesting a petition alleging the child to be "a child in need of care" as defined in the revised Kansas Code for the Care of Children. (K.S.A. 38-2201).

Any investigation commenced by the Wichita Police Department or the Sedgwick County Sheriff's Office in which it appears that the crime committed was one that falls into the investigative venue of EMCU-ICAC, it shall be turned over to EMCU for the conclusion of the investigation. Investigations commenced by EMCU that reveal that the crime committed is not in their investigative venue, the investigation shall be turned over to and concluded by the appropriate law enforcement agency.

The investigation of reports of missing children shall be conducted by EMCU. These cases may involve reported missing children, voluntarily missing children or when the reported circumstances of the child's disappearance suggest abduction or other involuntary action on the part of the child.

In those instances where there are multiple crimes, some of which are those in the investigative venue of EMCU, or that in a particular case the investigation may be beyond the capabilities of EMCU and/or require the assignment of other investigative personnel, the Wichita Chief of Police or the Sedgwick County Sheriff may direct that further criminal investigation be done, either jointly between EMCU and the appropriate law enforcement agency, or that the investigation be done by resources other than EMCU.

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EMCU-ICAC shall be immediately notified of any case alleging abuse in which a child has been taken into custody on probable cause to believe the child to be a “child in need of care” as authorized by K.S.A. 38-2231(b). EMCU, or a representative from law enforcement EMCU-ICAC in conjunction with an assigned DCF Worker outside of EMCU shall be responsible for follow-up investigation and recommendation to the District Attorney regarding whether or not a petition should be filed.

Concept of Operation: The establishment of EMCU is based on the concept of team investigation with each investigative team consisting of a law enforcement officer and a social worker. It is not perceived that EMCU will operate as an autonomous unit, but rather will present a coordinated and cooperative effort between law enforcement and social service agencies, with a free exchange of information between EMCU and the parent organizations.

Personnel – Assignment, Pay and Personnel Rules: All personnel assigned to work in EMCU shall remain on the payrolls of the parent organization from which assigned and shall be subject to the personnel rules of that parent organization. The decision on what persons shall be assigned to EMCU shall be the prerogative of the head of that parent organization.

Location of EMCU: EMCU WILL BE LOCATED AT THE State Office Building located at 130 S. Market B050, Wichita, Sedgwick County, Kansas 67202., until the new Child Advocacy Center of Sedgwick County facility is completed in 2016, then the address will be 1211 S. Emporia, Wichita, KS 67211. The three parent organizations are committed to remaining in a co-located facility to maximize the multi-disciplinary team concept.

News Media Contact: The Director of Operations or the Law Enforcement Supervisor shall have authority to release information to the news media, with consideration for Supreme Court Trial Publicity regulations or other rules and regulations governing the dissemination of information. Releases of information shall not conflict with established dissemination policies of the agencies by which those personnel are employed. Inquiries regarding policy governing the overall operation of EMCU should be referred to the Director of Operations or any EMCU Executive Committee voting member.

Non-discrimination and Equal Opportunity Statement: All parties to this MOU agree to comply with the Kansas Human Rights Commission requirements that are defined as:

1. All parties shall observe the provisions of the Kansas act against discriminations and shall not discriminate against any person in the performance of work under the present memorandum of understanding because of race, religion, color, sex, disability, national origin or ancestry.
2. In all solicitations or advertisements for employees, all parties shall include the phrase, “equal opportunity employer,” or a similar phrase to be approved by the commission.
3. If any party fails to comply with the manner in which said party reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, said party shall be deemed to have breached the present memorandum of

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understanding and it may be cancelled, terminated or suspended, in whole or in part, by any of the other parties to this agreement.

4. If any party is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, said party shall be deemed to have breached the present memorandum of understanding and it may be cancelled, terminated or suspended, in whole or in part, by any of the parties to this agreement.
5. All parties shall include the provisions of subsections (a)(1) through (4) in every agreement or purchase order arising out of this memorandum so that such provisions will be binding upon any such subcontractor or vendor.

Funding of EMCU: The three parent organizations agree to cover the cost of administrative support services with the State Department for Children and Families, the Wichita Police Department and the Sedgwick County Sheriff's Office each providing 33 1/3 % of that funding, but with the stipulation that DCF's paid share of such expenses shall not exceed a maximum dollar figure to be separately contracted among the parties for calendar year 2016, which is a maximum amount that the parties will re-negotiate annually. Annual Budget information will be included at each quarterly meeting. Due to the cooperative efforts of the organizations involved, the Executive Committee will set the Budget of EMCU at the January or April meeting. Once approved, the budget will be forwarded to the Budget Coordinator.

In witness whereof, we have executed our signatures on this _____ day of _____, 2016.

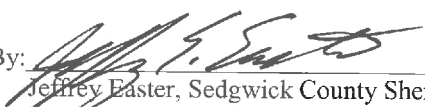
Wichita Region Department for Children and Families

By: _____ Date _____
Bill Gale, Regional Director of D.C.F.

Police Department, City of Wichita, Kansas

By: _____ Date _____
Gordon Ramsay, Chief of Police

Sheriff's Office, County of Sedgwick, Kansas

By:  _____ Date 2-18-16
Jeffrey Easter, Sedgwick County Sheriff

City of Wichita, Kansas

By: _____ Date _____
Jeff Longwell, Mayor of the City of Wichita

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County of Sedgwick, Kansas

By: _____ Date _____
Jim Howell, Chair, Sedgwick County Commission Chairman

Child Advocacy Center of Sedgwick County

By: _____ Date _____
Diana Schunn, Executive Director of the CACSC

Sedgwick County District Attorney

By: Marc Bennett Date 2/18/16
Marc Bennett, Sedgwick County District Attorney