

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT
AND
THE KENTUCKY OFFICE OF HOMELAND SECURITY
AND
THE KENTUCKY STATE POLICE**

The purpose of this Memorandum of Understanding (MOU) is to define the commitment between the Lexington - Fayette Urban County Government (**LFUCG**), the Kentucky Office of Homeland Security (**KOHS**), and the Kentucky State Police (**KSP**) regarding use of federal Homeland Security Grant Program (HSGP) funds distributed in Federal Fiscal Year (FFY) 2022.

General Terms and Responsibilities of the LFUCG, KOHS, and KSP

- 1) **LFUCG's** role under this MOU is to function as a pass-through entity allowing **KOHS** to fully utilize the HSGP funds for which it has applied and received.
- 2) **LFUCG** hereby agrees to authorize and direct **KOHS** to utilize HSGP funds received under the FFY 2022 grant cycle in the amount of \$255,404 to fill core capability gaps for screening, detection, identification, and remediation of explosive threats across the Commonwealth as described in the LFUCG's 2022 HSGP grant application. In the interest of public safety and efficiency, **KOHS** shall permit **KSP** to utilize these HSGP funds to purchase two digital x-ray systems and one explosive/chemical analyzer. This equipment will be deployed by the **KSP** Hazardous Device Unit to fill these identified capability gaps.
- 3) Upon signing this MOU, **LFUCG** will have no further monetary responsibility, obligations or liability related to the MOU. All monetary responsibility, obligations or liability as described above will reside with **KOHS** and **KSP** upon signing this MOU. This written MOU is required per the terms and conditions of the FFY2022 HSGP Notice of Funding Opportunity issued by the United States Department of Homeland Security to utilize the funds in the manner specified above.

Duration and Review

This MOU may be modified upon the mutual written consent of all parties, and the duration of the MOU shall be continuous subject to such modifications as are mutually agreeable to the parties. The terms of this MOU shall be effective from the date of its execution. All parties reserve the right to terminate this MOU in writing within 30 days written notice to the other party.

Additional Special Terms

This MOU does not grant rights or benefits of any nature to any party not named or identified in this MOU. No fourth-party beneficiaries are intended to be created by the parties hereto nor shall any fourth party acquire any rights under this agreement, including the right to enforce any provisions thereof.

Lexington - Fayette Urban County Government

Signature: *Linda Gorton*
Mayor Linda Gorton, LFUCG

Date: 2/15/2023

KY Office of Homeland Security:

Signature: _____
Josiah Keats, Executive Director, KOHS

Date: _____

Kentucky State Police:

Signature: _____
Phillip Burnett Jr., Commissioner, KSP

Date: _____

Approved as to Form and Legality:

Cary B. Bishop

Digitally signed by: Cary B. Bishop
DN: CN = Cary B. Bishop email = cary.bishop@ky.gov C = US O = Finance and Administration
Cabinet OU = Office of General Counsel
Date: 2023.01.09 22:46:29 -05'00'

Cary Bishop, Office of General Counsel