

RESOLUTION NO. 443 2016

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH OF KENTUCKY, EDUCATION AND WORKFORCE DEVELOPMENT CABINET, DEPARTMENT OF WORKFORCE INVESTMENT, OFFICE OF EMPLOYMENT AND TRAINING FOR EXCHANGE OF INFORMATION, AT A COST NOT TO EXCEED \$2,400.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

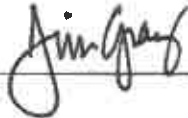
Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement, which is attached hereto and incorporated herein by reference, with Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment, Office of Employment and Training for exchange of information.

Section 2 - That an amount, not to exceed the sum of \$2,400.00, be and hereby is approved for payment to Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment, Office of Employment, from account # 3140-505506-71299, pursuant to the terms of the agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 5, 2016

MAYOR



ATTEST:



CLERK OF URBAN COUNTY COUNCIL

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**EDUCATION and WORKFORCE DEVELOPMENT CABINET  
OFFICE OF EMPLOYMENT AND TRAINING**

**Matt Bevin**  
Governor

Executive Director's Office  
275 East Main Street, 2-WB  
Frankfort, KY 40621  
502-564-5331

**Beth Kuhn**  
Commissioner

**Hal Heiner**  
Secretary

**Jason Dunn**  
Executive Director

To: Jim Gray, Mark Barnard  
From: Jeannie Stratton  
Date: 5/18/16  
Re: Exchange of Information Agreement (EIA)

Please sign the enclosed original second amendment to the Exchange of Information Agreement (EIA) and retain a copy for your records. Return the original signed and notarized agreement along with a Request for Mainframe Clearance form, Security Agreement form and Access to On-Line Computer Screens form for each person who will need access to the Unemployment Insurance programs referenced in the EIA to the following address: We cannot accept copies or faxes of the amendment or forms.

Jeannie Stratton  
Office of Employment & Training  
Division of Grant Management and Support  
275 East Main Street, 2-CA  
Frankfort, KY 40621

Please find enclosed:

- 1 Exchange of Information Agreement
- 1 blank Request for Mainframe Clearance form
- 1 blank Security Agreement form
- 1 blank Access to On-Line Computer Screens form
- 1 set of Laws/Regs/Policies pertaining to the Unemployment Insurance Program (UI)

Please provide a copy of your internal security safeguards to ensure that information obtained from the Office of Employment and Training shall be protected against unauthorized access referenced in the EIA under 5 (A) (B).

Ensure that employees who will be accessing Unemployment Insurance data review and understand the Laws and Regulations referenced in the EIA under 5 C (1), (2).

Please note the rate increase from \$20 per person per program to \$25 per person per program to cover the Office of Employment and Training's additional expenses incurred due to increased Information Technology (IT) costs.

Please do not hesitate to call me at 502-782-3093 should you have any questions.



SECOND AMENDMENT TO  
EXCHANGE OF INFORMATION AGREEMENT  
BETWEEN  
EDUCATION AND WORKFORCE DEVELOPMENT CABINET  
OFFICE OF EMPLOYMENT AND TRAINING  
AND  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
On behalf of  
LEXINGTON POLICE DEPARTMENT

The Education and Workforce Development Cabinet, Office of Employment and Training ("OET") and the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, on behalf of LEXINGTON POLICE DEPARTMENT ("Agency") agree to amend the Exchange of Information Agreement entered into on July 28, 2014, as amended by the First Amendment entered into February 27, 2015, to modify the terms of the agreement as follows:

The language set forth in paragraph 4) on Page 1 of the Exchange of Information Agreement is deleted and replaced with the following:

4) The Agency agrees to reimburse the OET for costs incurred in providing data, including any new developmental costs associated with furnishing data. This will total \$25.00 (twenty-five dollars) per program, per user, per month. OET will bill the Agency on a quarterly basis.

The language set forth in paragraph 6) on Page 3 of the Exchange of Information Agreement is deleted and replaced with the following:

6) The term of this agreement shall be from July 28, 2014 through June 30, 2020. However, either party may cancel this agreement at any time upon thirty (30) days written notice to the other party or immediately for cause.

All other Terms and Conditions of the Exchange of Information Agreement, except as amended above, are hereby ratified and confirmed.

Executed by signature and so authorized by the respective governing bodies of the parties to this Second Amendment to Exchange of Information Agreement:


**EDUCATION AND WORKFORCE DEVELOPMENT CABINET  
OFFICE OF EMPLOYMENT AND TRAINING**

By: \_\_\_\_\_

JASON DUNN, EXECUTIVE DIRECTOR  
OFFICE OF EMPLOYMENT AND TRAINING

5/16/16  
\_\_\_\_\_  
Date

Reviewed for form and legality:

  
Education and Workforce Development Cabinet  
Office of Legal and Legislative Services

5/10/16  
Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
On behalf of  
LEXINGTON POLICE DEPARTMENT

By:   
JIM GRAY  
MAYOR

5 Jul-16  
Date

LEXINGTON POLICE DEPARTMENT

By:   
MARK BARNARD  
CHIEF OF POLICE

05-25-2016  
Date