Lexington-Fayette Urban County Division of Police
and Fayette County School Law Enforcement

Memorandum of Understanding

This agreement is made August 11th, 2012 and is a continuation of the agreement signed July 1, 2008 between the Lexington-Fayette Urban County Government, hereinafter called LFUCG, and Fayette County School Law Enforcement, hereinafter called FSLE.

Whereas the LFUCG, Division of Police (hereinafter called LPD) maintains the Fayette County segment of the Commonwealth of Kentucky's Mobile Data Network and the servers described below on said network and the FSLE has known need for use of this network, the parties have agreed to the following:

1. FSLE certifies that all personnel that will use this network are Public Safety employees.
    a. Law Enforcement personnel will maintain an active certification for LINK/NCIC.
    b. FSLE will maintain an active MOU with Kentucky State Police, hereinafter called KSP.
    c. FSLE will maintain compliance with all requirements of the Kentucky Wireless Interoperability Executive Committee, hereinafter called KWIEC.
    d. FSLE will assume all expenses associated with maintaining these certifications.
2. FSLE personnel shall not operate a Mobile Data Computer (MDC) without first receiving the required training for each component of the system. LPD will provide FSLE personnel with training on the following components at no charge as needed:
    a. MDC Deployment Training (for use on New World Systems Mobile Client
    b. AS/400 Training (for access to LPD's Record Management System
    c. KY-OPS E-Crash Training (for electronic Collision reports)
    d. KY-OPS E-Citation Training (for electronic Citations)
    e. Additional training classes developed for LPD Officers for the MDCs.
3. FSLE will name one person as the agency Mobile Data Coordinator. The FSLE coordinator will report support problems and system requests to the LPD Mobile Data Manager. The FSLE Mobile Data Coordinator will have these responsibilities:
    a. Provide base level support for MDCs to FSLE personnel
    b. Maintain an inventory of all MDC related equipment assigned to FSLE.

4. FSLE will not run any software on MDCs or on the Commonwealth of Kentucky Mobile Data Network without approval of the LPD Mobile Data Manager.
5. FSLE will not operate MDCs without the use of NetMotion software.
6. FSLE will not connect MDCs to any network or other device without approval of the LPD Mobile Data Manager.
7. FSLE personnel who are issued or using MDCs shall adhere to the following:
   a. Maintain the security and proper use of the MDC
   b. Take all necessary precautions to ensure the integrity of the computer network.
   c. Login's must be performed only by the officer they are assigned to and not shared with others.
   d. Passwords are to be kept secure and confidential. Any suspected loss of password information must be immediately brought to the attention of the FSLE Mobile Data Coordinator.
   e. Passwords will be changed quarterly and issued by the LPD Mobile Data Manager.
   f. No attempt shall be made to change the settings on the MDC.
   g. Hit confirmations for all transactions (LINK/NCIC and warrants) shall be confirmed through a secondary method. No enforcement action will occur solely as a result of an MDC hit.
8. FSLE acknowledges that MDCs are connected to the state-wide Mobile Data Network in use by most of the Public Safety agencies in the Commonwealth of Kentucky.
9. FSLE is responsible for the annual support fees for all software in use on their MDCs. This software includes, but is not limited to New World Systems Mobile Data Client and NetMotion.
10. LPD will audit all MDCs transactions and report violations to the Captain of FSLE. Transactions that will be audited include, but are not limited to:
    a. NCIC Transactions as needed
    b. Messaging logs will be audited monthly for inappropriate language or context.
11. LPD will provide the maintenance and upkeep of the following network components at no charge to FSLE:
    a. Lexington IPNC (IpMobileNet Network Controller) in conjunction with KSP and the Commonwealth Office of Technology
    b. Lexington New World Systems Mobile Message Switch
    c. Lexington New World Systems Mobile Field Reporting Server
    d. Lexington AS/400 running New World Systems Record Management
    e. Lexington NetMotion Servers
    f. Lexington IpMobileNet Base Stations and tower sites in conjunction with KSP, Commonwealth Office of Technology, Fayette County Sheriff, Versailles Police Department, Center for Rural Development and Lexington Division of Fire.
    g. Lexington Mobile Data network switches and routers in conjunction with KSP and the Commonwealth Office of Technology.

12. The term of this agreement shall be from the date of signing until terminated in writing by either party. The Lexington-Fayette Urban County Government Division of Police will periodically evaluate the continued participation of Fayette County School Law Enforcement in the Mobile Data Network and the continued necessity for this agreement.

For the Lexington-Fayette Urban County Government, Division of Police:

BY: _Ronnie Bastin_ DATE: _10-05-2012_
Ronnie Bastin
Chief
Lexington–Fayette Urban County Government, Division of Police

For the Lexington-Fayette Urban County Government

BY:_____ DATE:_____
Jim Gray
Mayor

For Fayette County School Law Enforcement:

BY:_____ DATE:_____

Christopher Townsend
Fayette County School Law Enforcement