

Maureen Watson

From: Happy, Renita 32519 <rhappy@lexingtonpolice.ky.gov>
Sent: Tuesday, January 28, 2025 4:38 PM
To: Maureen Watson
Subject: Addendum to United States Marshals Fugitive Task Force Memorandum of Understanding
Attachments: SKM_C360i25012817270.pdf

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Based on the below email from Mike Sanner, Mayor Gorton can sign the attached document without Council approval, since there are no funds involved and it's an addendum to a signed agreement for joint law enforcement. Would you be able to get her signature on this and return to me as soon as possible, or do I need to direct it to someone else?

Thank you,

Renita Happy
Administrative Secretary to Chief
Lexington Police Department
(859) 258-3621 (office)
lexingtonky.gov



1775 - 2025

From: Michael Sanner <msanner@lexingtonky.gov>
Sent: Friday, January 17, 2025 8:49 AM
To: Happy, Renita 32519 <rhappy@lexingtonpolice.ky.gov>
Subject: RE: Memorandum of Understanding - United States Marshals Service Fugitive Task Force

Renita

This is fine. Since there is no money being spent and it is an addendum to a signed agreement, no council authorization is needed for joint law enforcement

Michael R. Sanner
Attorney Senior
Department of Law

859.258.3500 office
859.258.3538 fax
lexingtonky.gov





1775-2025

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From: Happy, Renita 32519 <rhappy@lexingtonpolice.ky.gov>

Sent: Wednesday, January 15, 2025 11:04 AM

To: Michael Sanner <msanner@lexingtonky.gov>

Subject: Memorandum of Understanding - United States Marshals Service Fugitive Task Force

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Good Morning Mike,

I am forwarding the attached documents for your review. This was initially sent to the Law Department last year for review, and they are resubmitting for processing. It looks the same to me, not sure, so if you wouldn't mind looking it over. Also, on the Addendum, for some reason they are telling me that it does not need to go to Council, please advise.

Thank you,

Renita Happy

Administrative Secretary to Chief

Lexington Police Department

(859) 258-3621 (office)

lexingtonky.gov



LEXINGTON



1775 - 2025

Addendum to Fugitive Task Force Memorandum of Understanding

RE: Body-Worn Camera Use by Task Force Officers

This Addendum supplements the current Memorandum of Understanding (MOU) between the United States Marshals Service (USMS) and the

Ledington-Fayette Urban County Government

(Hereinafter referred to as "Partner Agency" or "TFO parent agency")

Pursuant to the "U.S. Marshals – Body Worn Camera Interim Policy," dated May 17, 2022, and any successor USMS Body Worn Camera Policy Directive (hereinafter referred to as "USMS Policy"), the above-named Partner Agency has advised the USMS that it will require its Specially Deputized Task Force Officers (TFO) assigned to the USMS Task Force to use body worn cameras (BWCs). This Addendum governs that use.

The parties hereby agree to the following:

- I. The Partner Agency and their TFOs will be advised of and adhere to the USMS Policy, USMS's Standard Operating Procedures for Body-Worn Camera Program for Task Force Officers, and other applicable federal and USMS policies, procedures, regulations, and laws.
- II. The Partner Agency confirms that within thirty (30) days of execution of this agreement, it will complete the Partner Agency BWC Checklist and provide to the USMS details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFOs' use of BWCs, including any retention policies, and training and access procedures.
- III. TFOs will follow the provisions set forth in this agreement for use of BWCs. Absent an express conflict with state law or partner agency policy, the provisions in this agreement control TFO use of parent-agency issued BWCs on USMS task force operations.
- IV. Use of BWCs During USMS Task Force Operations:
 - A. TFOs may use only Partner Agency-issued and Partner Agency-owned BWCs.
 - B. TFOs will be allowed to wear and activate their BWCs for the purposes of recording their actions during USMS Task Force operations only during:
 1. A planned attempt to serve an arrest warrant or other planned arrest; or,
 2. The execution of a search warrant.

- a. For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.
- C. TFOs are authorized to activate their BWCs upon approaching a subject or premises and must deactivate their BWCs when the scene is secured as determined by the USMS Task Force Supervisor or Team Leader on the scene.
 - 1. For purposes of this agreement, the term “secured” means the scene is safe and under law enforcement control.
 - 2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement officer.
- D. Unless parent agency BWC policy and/or state law conflicts, TFOs are authorized to wear and activate recording equipment, in accordance with USMS Policy, anywhere they are authorized to operate under the scope of their USMS TFO deputization (to include on enforcement actions crossing jurisdictional boundaries). Where parent agency BWC policy and/or state law conflicts with the USMS activation and deactivation parameters, TFO’s will follow the provisions in Appendix A that identify how to properly mark sections of a recording to ensure that the USMS task force operation captured on footage is easily identifiable. This will prevent the ingestion of non-task force related footage into the USMS video retention solution and allow USMS to promptly respond to requests for BWC footage.
- E. In the event a TFOs’ BWC is not working or is inoperable due to a technical problem or cannot be used due to physical damage, the TFO may participate in the operation without using a BWC if that continued participation is consistent with the Partner Agency policy.
- F. Even when BWC use would be permissible in the circumstances set forth in Section IV, subsection B, above, TFOs are prohibited from recording:
 - 1. Undercover or covert personnel and locations;
 - 2. Confidential informants or confidential sources;
 - 3. On-scene witness interviews prior to or after the operation; or
 - 4. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- G. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, TFOs are prohibited from activating their BWC if, as determined by the USMS, the TFO is:

1. Using specialized or sensitive investigative techniques;
2. Operating as part of a highly specialized or sensitive operation or group;
3. Operating in a sensitive area; or
4. Working in an undercover or covert status on behalf of the USMS Task Force or the USMS itself

H. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, subject to the discretion of the USMS, TFOs generally shall not use BWCs to record any activities related to investigations involving:

1. Public Corruption;
2. Medical Facilities;
3. National Security (including international and domestic terrorism investigations or cases involving classified information); or
4. Other sensitive investigations as determined by the USMS.

V. Partner Agency Internal Controls:

- A. For purposes of this agreement, the term "TFO BWC recordings" refers to audio and video recording(s), and associated metadata, from TFO BWCs made while the TFO is working under federal authority, including when executing state and local warrants adopted by the USMS.
- B. The Partner Agency will provide and maintain central points-of-contact (POC), at a minimum two POCs, a primary and secondary, for the USMS on BWC matters. The Partner Agency will notify the USMS of any change to the POCs.
- C. The Partner Agency will notify the USMS of any change in state or local law or policy that will modify how TFOs must use BWCs and handle recordings.
- D. The Partner Agency will notify the USMS prior to making any change in agency policy that will affect the MOU Addendum or the storage, transfer, or redaction of TFO BWC recordings.
- E. The Partner Agency will provide specifications to USMS personnel on the BWC capabilities and operation.
- F. If applicable, the Partner Agency will restrict access to any TFO BWC GPS and/or livestream capability as required by the USMS.

VI. Handling of TFO BWC Recordings Made During USMS Task Force Operations:

- A. After a Task Force Operation, the TFO will upload any BWC footage into the Partner Agency's video retention system (VRS) and share a copy of that footage with the USMS. All copies of TFO BWC recordings made during federal Task Force Operations and shared with the USMS via the USMS VRS shall be deemed

federal records of the DOJ/USMS pursuant to the Presidential and Federal Records Act Amendments of 2014 (Pub. L. No. 113-187, enacted November 26, 2014), and subject to federal disclosure rules and regulations, including the Freedom of Information Act (FOIA, 5 U.S.C. § 552) and Privacy Act of 1974. The original footage that remains in the custody of the Partner Agency shall not be disseminated by the TFO or TFO Partner Agency without advance written notification to the USMS of the intention to do so as soon as practicable.

- B. The Partner Agency will provide full, unredacted, duplicate copies of TFO BWC recordings to the USMS for all activations that record data of USMS Task Force- related Operations. The existence of TFO BWC recordings relating to a USMS Task Force Operation must be recorded in the USMS authorized record system. Additionally, an unredacted copy of any recording to be released by the TFO Partner Agency shall be provided to the USMS prior to said release.
- C. The Partner Agency is authorized to use the original TFO BWC recordings for internal review of its personnel consistent with the Partner Agency's policies and procedures but may not disseminate the BWC recording outside the Partner Agency or publicly release the footage without advance written notification to the USMS. The Partner Agency's original TFO BWC recording is subject to the relevant state open records laws and state retention requirements.
- D. The Partner Agency will notify the USMS immediately of any unauthorized access to TFO BWC recordings discovered by the Partner Agency. The Partner Agency will cooperate fully with the USMS in the investigation of any unauthorized access to or disclosure of TFO BWC recordings, including providing the USMS with the name(s) of any Partner Agency personnel determined by the Partner Agency to be involved in unauthorized access, copying, or disclosure.
- E. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information. The premature disclosure of these recordings could reasonably be expected to interfere with enforcement proceedings. TFO BWC recordings may be potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination and therefore are deemed privileged, absent appropriate redaction prior to disclosure or dissemination. Further, BWC recordings may be entirely exempt from public release or other disclosure or dissemination under applicable federal and state laws, rules, and policy.
- F. If a TFO BWC recording involves a "reportable incident," as defined below, or involves a time-sensitive or urgent situation, the Partner Agency will provide the USMS access to copies on an expedited basis, including during non-business hours.
 - 1. For purposes of this provision, "reportable incident" means:

- a. shooting incident;
 - b. any incident which involves serious bodily injury, death, or where any enforcement action by USMS personnel resulted in the use of force or deadly force;
 - c. physical assault or attempted physical assault on a Law Enforcement Officer; and
 - d. intentional damage to any facility, conveyance, or other property owned by USMS.
- G. The Partner Agency will provide witnesses, as needed, to authenticate TFO recordings in litigation.
- H. The Partner Agency will inform the USMS of the length of time TFO BWC recordings will be retained by the Partner Agency before deletion.
- I. The Partner Agency will notify the USMS in writing as soon as possible regarding any request or demand for release or disclosure of TFO BWC recordings. In all circumstances, TFO BWC recordings may only be disseminated in accordance with the requirements contained within this MOU addendum.
- J. Expedited Public Release: If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFOs' Partner Agency shall notify the USMS as early as possible if it desires to publicly release the recording(s). Following the notification, the TFO's Partner Agency may immediately release the recording(s) with any redactions as appropriate, giving as much advance notice as possible to the USMS as to the time and manner of its release. The USMS will expeditiously review the recording(s) as soon as practical.
- 1. The notification to the USMS shall be made to the local United States Marshal or the Regional Fugitive Task Force (RFTF) Commander which supervises the Task Force on which the TFO serves. Additionally, those personnel will notify the Assistant Director (AD) of the USMS Investigative Operations Division (IOD). The local U.S. Marshal and/or RFTF Commander and AD, IOD will provide further notifications within the USMS as appropriate.
- K. An USMS enforcement action or incident may require additional support from law enforcement officers with the Partner Agency. In the event those assisting law enforcement officers have BWCs, any captured video from those cameras will be made available by the Partner Agency to the USMS upon request.
- VII. The USMS will ensure that all USMS Task Force partner agencies are informed of

which other partner agencies, if any, mandate BWC use by their respective TFOs and are authorized to have their TFOs wear BWCs on the USMS Task Force.

VIII. If the Partner Agency fails to comply with any part of this Addendum, the relationship established under the Task Force Memorandum of Understanding may be immediately terminated.

Digital signatures are preferred

PARTNER AGENCY:

Name: Lexington-Fayette Urban County Government Phone: (859) 258-3600

Location (City and State): Lexington, KY

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: Lawrence Weathers, Chief of Police

Signature:  Date: 01/17/2025

REFE COMMANDER (WHERE APPLICABLE):

Print Name and Title: KY-E VOTF Kenny Vanover, (A)CDUSM

Signature:  Date: 6-17-24

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) - OPTIONAL:

Print Name and Title: Linda Gorton, Mayor Lexington-Fayette Urban County Government

Signature:  Date: 1/28/25

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) - OPTIONAL:

Print Name and Title:

Signature:  Date:

UNITED STATES MARSHAL:

Print Name and Title: Jeremy Honaker, USM

District: Eastern District of Kentucky

Signature:  Date: 21 June 2024

Note: Signed Addendum MUST be submitted to the Investigative Operations Division with other required documentation to obtain authorization for participation in the TFO BWC Program prior to TFOs deploying with BWCs on USMS operations. The executed Addendum should be retained locally with the executed USMS Fugitive Task Force MOU.