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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**LEXINGTON POLICE DEPARTMENT**

**AND**

**THE ADMINISTRATIVE OFFICE OF THE COURTS**

**MOU 2024-295**

**CITATION DATA TRANSFER**

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This Memorandum of Understanding (MOU) is entered into this 1st day of April, 2024, between the Administrative Office of the Courts (AOC) and the Lexington-Fayette Urban County Government (LFUCG). The purpose of this MOU is to establish a data set to be provided by the AOC to Recipient and to define Recipient's responsibilities with respect to the data provided by AOC.

**WHEREAS**, circuit court clerks are the official custodians of the records of Circuit and District Courts in each county;

**WHEREAS**, AOC is the administrative arm of the Kentucky Court of Justice (KCOJ);

**WHEREAS**, AOC maintains a database containing information about court records;

**WHEREAS**, AOC requires the data identified below for entry into its KYCourts 3 application so that it can be accessed by the Fayette Circuit Court Clerk;

**WHEREAS**, LPD has been identified as a source of these data elements;

**NOW, THEREFORE,** the following provisions are agreed to by the parties as witnessed by the signatures to this MOU.  These provisions form the sole basis of the agreement, notwithstanding any other verbal or written assurance to the contrary:

I.     **Scope of Services**

  A.  Data Structure

     1.  Within 14 days of execution of this MOU, the AOC will provide LFUCG with access to a secure data transfer as set forth in the methodology document attached hereto and incorporated herein as Attachment 1.

     2.  AOC will import the data provided by LFUCG into KYCourts 3 daily.

B.  Assembly and transmittal of information:

      1.  All parties listed above will openly and expeditiously communicate any needs related to the compilation and acquisition of this data.  Data sets will be distributed electronically as described in Attachment 1, according to the necessary standards, guidelines and methods provided by the AOC.

      2.  LFUCG shall use the data transfer protocol set forth in Attachment 1 only for purposes explicitly authorized by this Agreement.

C.  All communications concerning this MOU shall be made to the AOC through: Daniel Sturtevant, Data Officer, AOC, Division of Research and Statistics at danielsturtevant@kycourts.net.

## V.     **Handling of Open Records**

In order for the AOC to maintain control and integrity of its records, Recipient agrees that any Open Records Request seeking access to data or documents provided by the AOC will be referred for response to the AOC.

## VII.     **Term**

This MOU shall commence April 1, 2024 and continue until canceled by either party.

## VIII.     **Cancellation**

Either party may cancel this MOU at any time for cause or may cancel without cause with thirty (30) days prior written notice.

## VII.     **Standard Terms and Conditions**

A.  No charge will be assessed by the either party.

B.  Both parties shall comply with all applicable federal, state, and local laws.

C.  Neither party shall represent that a working copy, draft, or the finalized version of this MOU is identical to a previous iteration of this MOU if the party has made edits since the last iteration.  Both parties shall clearly present all edits either through editing functions in word processing software or as a list provided contemporaneously with the most recently edited iteration.

D.  At no point shall any Recipient personnel be considered an employee of the AOC, for any purpose, including but not limited to unemployment, taxes, withholding,

health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose.  At all times, any such individual shall be considered and deemed to be an employee of Recipient.

E.  In no event shall any individual or entity be deemed to be a third-party beneficiary of this MOU.

F.  Each party shall provide a contact to resolve any and all issues related to this MOU and promptly update the contact information as necessary. AOC's point of contact is listed in Section I.C of this MOU.

G.  All notices under this MOU shall be given in writing.  Electronic mail constitutes a writing.

H.  No change, waiver, or discharge of any liability or obligation under this MOU on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

I.  No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party.  Any purported assignment or delegation in violation of this MOU is void.

J.  This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

K.  The parties agree that any claim, action, or lawsuit arising under this MOU must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.

L.  If any term or provision or any part of this MOU is declared invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by the law.

M.  This MOU is the final and exclusive agreement between the parties.  All prior negotiations and agreements are superseded by this MOU.

N.   The parties may make amendments to this MOU as may be necessary.  Any such amendment shall be made in writing and be agreed to by each party.


WITNESS THE AGREEMENT of the parties hereto as attested by their signatures affixed hereon.

Approved:

_____     _____

Representative          Date

Lexington-Fayette Urban County Government

Approved:

_____     _____

Katie Comstock, Director          Date

Administrative Office of the Courts

Approved By:

_____

Jenny Lafferty,

Director of Finance and Administration, AOC

Reviewed and Recommended:

_____

Elizabeth Lucas

Implementation & Court Services Director

Information & Technology Services, AOC

Examined as to form and legality:

_____

Ryan Becker,

Office of General Counsel, AOC

The Department of Information & Technology Services
1001 Vandalay Drive
Frankfort, KY 40601
(502) 573-2350

# FAYETTE COUNTY PAPER CITATIONS IMPORT API

September 26, 2023

By
Fred Malone *(Application Architect)*
Craig Marion *(System Architect)*
Daniel Sturtevant *(Data Officer)*

| Agency: | Technical Contact: |
|---|---|
| Lexington-Fayette Urban County Government | Officer Clifton Grimm<br>Lexington Police Department<br>Computer Information Systems Unit<br>cgrimm@lexingtonpolice.ky.gov |

## Data Exchange Description

An application programming interface (API) is established between Lexington-Fayette Urban County Government (LFUCG) and the Administrative Office of the Courts to allow data related to paper citations entered by the Lexington Police Department (LPD) to be received by the Fayette County Circuit Clerk's Office and incorporated into the KYCourts 3 application.

## API Process

LPD enters data into the Tyler Technologies *Computer Aided Dispatch* record management system. Data with the structure described below is compiled into a comma-separated value (csv) file. This file is uploaded to AOC's secure File Transfer Protocol (FTP) site.

A daily job imports this data to KYCourts 3 each morning.

Staff in the Fayette County Circuit Clerks Office access this data in KYCourts 3 with the *Citation Add* function. Entering a citation number populates information from the imported data matching this citation number which may then be modified and saved to be part of the KYCourts 3 Charge data.

## Fields Received

| Incoming Field | CourtNet Target Table | Corresponding CourtNet Field |
|---|---|---|
| CitationNumber | Charges | Chg_CITATION_NUM |
| OfficerBadgeIDNumber | | |

| Fields Received | | |
| --- | --- | --- |
| **Incoming Field** | **CourtNet Target Table** | **Corresponding CourtNet Field** |
| Violation Date | Charges | Chg_DT_CIT_FILED |
| ViolationTime | | |
| CrossStreet1 | | |
| CrossStreet2 | | |
| Charge 1 | Charges | Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code) |
| Charge 2 | Charges | Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code) |
| Charge 3 | Charges | Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code) |
| Charge 4 | Charges | Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code) |
| CourtDate | | |
| CourtTime | | |
| NameLast | Parties (Defendant), Person Reference | Concatenated into Pty_Name / Per_Name |
| NameFirst | Parties (Defendant), Person Reference | Concatenated into Pty_Name / Per_Name |
| NameMiddle | Parties (Defendant), Person Reference | Concatenated into Pty_Name / Per_Name |
| DOB | Defendants/Offenders | Def_DOB |
| AddressLine1 | Person Reference | Per_Address_Line_1 |
| AddressLine2 | Person Reference | Per_Address_Line_2 |
| City | Person Reference | Per_City |
| State | Person Reference | Per_State |
| Zip | Person Reference | Per_Zip, Per_Zip_4 |
| Gender | Defendants/Offenders | Def_Sex |
| Race | Defendants/Offenders | Def_Race |
| DriversLicenseNumber | Defendants/Offenders | Def_DRV_LIC_NUM |
| DriversLicenseState | Defendants/Offenders | Def_State_Id |
| VehicleMake | | |
| VehicleYear | | |
| VehicleColor | | |
| VehicleRegState | | |
| VehicleRegYear | | |
| VehicleRegNumber | | |
| NameSuffix | Parties (Defendant), Person Reference | Concatenated into Pty_Name / Per_Name |
| Ethnicity | Defendants/Offenders | Def_Ethnic_Origin |

**Disclaimer Associated with KCOJ/AOC Database(s) and Element(s)**

**RESEARCH AND STATISTICS DISCLAIMER FOR COURTNET**
Information received from KYCourts/CourtNet is subject to change(s), reprogramming, modification(s) of format and availability at the direction of the Administrative Office of the Courts (AOC), and may not at any particular moment reflect the true status of court cases due to ordinary limitation(s), delay(s) or error(s) in the system's operation. The KYCourts/CourtNet database is not a real-time system. All datasets are a snapshot of case data at the time a query is run. Case counts are not counts of individuals as some persons may have multiple cases.

The AOC disclaims any warranties as to the validity of the information obtained from KYCourts/CourtNet. The recipient is solely responsible for verifying information received from KYCourts/CourtNet through the cross-referencing of official court records. The AOC shall not be liable to the recipient, or to any third party using the system or information obtained therefrom, for any damages whatsoever arising out of the use of KYCourts/CourtNet.