



Department of Criminal Investigations

**LAW ENFORCEMENT
HUMAN TRAFFICKING TASK FORCE**

THIS AGREEMENT is made and entered into pursuant to the provisions of KRS 15.150, KRS 15.700, KRS 431.007, KRS 529.100, KRS 529.110, and other applicable law. The parties to this agreement are the Office of the Attorney General of the Commonwealth of Kentucky (hereinafter "OAG") and the Lexington-Fayette Urban County Government on behalf of the Division of Police of Fayette County, Kentucky.

WITNESSETH:

WHEREAS, the Attorney General is designated as the Chief Law Enforcement Officer of the Commonwealth of Kentucky pursuant to KRS 15.700 and is desirous of encouraging cooperation among law enforcement officers; and,

WHEREAS, the Attorney General seeks to use all means within his power to prevent Human Trafficking which has affected all areas of the Commonwealth; and,

WHEREAS, pursuant to KRS 15.010, the Department of Criminal Investigations (hereinafter "DCI") within the OAG consolidates the various statutory investigative divisions and duties assigned to the OAG; and,

WHEREAS, DCI's Special Investigations Branch works closely with federal, state and local law enforcement officers to help combat human trafficking in communities throughout the Commonwealth of Kentucky; and,

WHEREAS, pursuant to KRS 529.100 and KRS 529.110, the OAG conducts investigations and identify trends regarding human trafficking in the Commonwealth of Kentucky; and,

WHEREAS, the Division of Police, is charged with providing police services to the citizen; and,

WHEREAS, human trafficking in the Kentucky area must be deterred and responded to vigorously; and,

WHEREAS, apprehension of individuals who may commit or plan to commit such acts is essential to maintaining our community well-being and the well-being of the Commonwealth of Kentucky;

NOW, THEREFORE, the parties hereto, acting through their respective designees; and,

NOW, duly delegated authority agree as follows:

I. **SCOPE AND CONDITIONS**

As part of a cooperative effort, the OAG and the Lexington-Fayette Urban County Government on behalf of the Division of Police agree that they will become a member of the Office of the Attorney General's Human Trafficking Task Force (hereinafter "Task Force"). The Task Force shall not constitute a separate legal or administrative entity. The purpose of the Task Force shall be to combat human trafficking activity in the Commonwealth of Kentucky through coordinated law enforcement efforts that primarily focus upon combating human trafficking. In a cooperative effort, the OAG and the Lexington-Fayette Urban County Government on behalf of the Division of Police agree that the Task Force shall consist of sworn law enforcement officers from the OAG, Lexington-Fayette Urban County Government on behalf of the Division of Police and other participating agencies. The Lexington-Fayette Urban County Government on behalf of the Division of Police's participating officer(s) will be selected through a process determined by the Commissioner of DCI in cooperation with the leadership of the employing law enforcement agencies.

II. **TASK FORCE SUPERVISOR**

The DCI Commissioner or his designee shall act as the Task Force Supervisor and shall be responsible for the following: (I) daily operations of the Task Force; (II) overall direction and supervision of the assigned Task Force officers; (III) coordinating Task Force activities; (IV) reviewing, analyzing, documenting and approving use of official advance funds in accordance with OAG/DCI and the

Lexington-Fayette Urban County Government on behalf of the Division of Police's policies and procedures; and, (V) apprising each parent agency's head or designee of Task Force operations.

III. TASK FORCE OFFICERS

All officers operating under the authority of the Task Force shall follow established OAG/DCI policies and procedures, including, policies and procedures relating to criminal investigations, use of informants, investigative expenses/informant outlays, operational planning, use of electronic recording/tracking equipment and case preparation. Failure to adhere to OAG/DCI policies and procedures shall be grounds for dismissal of the assigned departmental officer from this Task Force.

All Task Force members are ultimately bound by the policies and procedures of the respective agencies and when/if conflict arise, will ultimately act in accordance with their native agency policy.

In addition, all officers operating under the authority of the Task Force shall: (I) comply with such training requirements as are required by the Task Force Supervisor or necessary to the safe and professional fulfillment of their duties; (II) adhere to all laws of the Commonwealth of Kentucky and the United States of America; and (III) submit to random drug testing at the request of the OAG or the Lexington-Fayette Urban County Government. The Lexington-Fayette Urban County Government on behalf of the Division of Police's Office or the OAG shall have the right to terminate any officer's status as a Task Force officer at any time during the term of this Agreement.

The Lexington-Fayette Urban County Government on behalf of the Division of Police's Office participating officer(s) assigned to the Task Force, pursuant to this Agreement, shall not be deemed to be employees of the OAG/DCI. It is specifically understood and agreed that the individual agencies employing said officers shall remain responsible for the payment of salaries, fringe benefits such as FICA and retirement (including hazardous duty), overtime, workers compensation benefits, unemployment compensation benefits, or similar benefits due the assigned officer as a result of injury or death incurred while assigned to the Task Force. In addition, as employers, the respective law enforcement agencies are

further responsible for complying with state and federal wage and hour laws and complying with employee withholding and paying payroll taxes. It is further understood and agreed that the agency shall be responsible for said assigned officers arising from any claims of loss, damage or injury asserted against said officers as a result of an act or omission occurring in the line of duty by agency officers. Agency shall not be responsible for any claims of loss, damage or injury as a result of an act or omission by OAG/DCI personnel. These modifications insure each agency is responsible for the conduct of its employees.

IV. ARREST POWERS OF TASK FORCE MEMBERS

Officers who are members of the Task Force, for the duration of the agreement, and while in the course and scope of performing those law enforcement activities previously referenced herein, and narrowly, directly, and specifically related to Task Force operations, shall possess the same powers of arrest in all counties under the jurisdiction of the OAG/DCI pursuant to KRS 431.007, 15.150 and other applicable law.

Nothing in this agreement shall be construed as a waiver of the sovereign, governmental, constitutional, qualified, or official immunity of the OAG or its officers, agents, employees, or representatives. Nothing in this agreement shall be considered "employment" of the Lexington-Fayette Urban County Government on behalf of the Division of Police Task Force officers by the OAG for the purposes of the Board of Claims Act.

Nothing in this agreement shall be construed as a waiver of the sovereign, governmental, constitutional, qualified, or official immunity of the Lexington-Fayette Urban County Government or its officers, agents, employees, or representatives.

PROPERTY AND FINANCING

Any real and/or personal property of the parties used in this joint undertaking shall be

acquired, held and disposed of by the respective parties through their normal procedures, as the separate property of each agency. As relates to the assets of the Task Force, if the assets are purchased by the Lexington-Fayette Urban County Government on behalf of the Division of Police, they shall remain the property of the agency. If the assets are purchased by the OAG, they shall remain the property of the OAG.

VI. ASSET FORFEITURE

The OAG shall be the lead law enforcement agency and shall determine the allocation of the law enforcement portion of any state asset forfeiture proceeds generated from Task Force operations. The parties agree that the law enforcement share of the proceeds realized from any property which is forfeited as a result of Task Force activities and investigations shall, subject to applicable provisions of the Kentucky Revised Statutes, and/or the United States Code, be shared by the OAG and the Task Force members, said proceeds to be used by the OAG and the Task Force for law enforcement purposes. Forfeited property and the proceeds of forfeited property shall be administered by the OAG.

VII. AUDIT/ACCESS TO RECORDS

The OAG and the Lexington-Fayette Urban County Government on behalf of the Division of Police agree that they shall maintain books, records, documents and such other items as relate to the costs and expenses of the activities provided for under this Agreement and that either Party, its funding agency, or other authorized representative shall have the right to audit the books, records and documents related to same. Unless otherwise provided by applicable statute, the OAG and Lexington-Fayette Urban County Government on behalf of the Division of Police shall preserve books, records, documents and such other items as relate to the costs and expenses of the activities provided for under this Agreement for a period of three (3) years from the date of payment or termination of this Agreement, whichever is later. Since the

activities provided for under this Agreement will be, in part or whole, funded by a grant from a federal agency, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, records, documents and other evidence relating to the costs and expenses of the activities provided for under this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

VIII. COMPLIANCE WITH THE CIVIL RIGHTS ACT

The OAG and the Lexington-Fayette Urban County Government on behalf of the Division of Police in their performance under this Agreement and in compliance with Title VI of the Civil Rights Act of 1964, its amendments and other applicable regulations, statutes and orders, agree that they shall not discriminate against any employee, subcontractor, applicant for employment or subcontract bidder because of race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, political affiliation or status as a smoker in employment.

IX. COMPLIANCE WITH OTHER FEDERAL REGULATIONS

The OAG and the Lexington-Fayette Urban County Government on behalf of the Division of Police further agree to comply with any and all Federal, State and local laws, regulations, statutes and ordinances applicable to their performance under this Agreement including, but not limited to, the Equal Employment Opportunity, E.O. 11246, as amended (E.O. 11375 and 41 CFR Part 60).

X. TERM

The term of this Agreement shall be until and including July 1, 2020; however, unless this Agreement is terminated by the parties, it shall automatically be renewed each year on its expiration date for an additional one (1) year term.

Either party to this Agreement may terminate the Agreement with 30 days written notice given to the other party.

This Agreement may be amended by the parties by a separate writing executed and approved in the same manner as this Agreement.

XI. EXECUTION AND VALIDITY

This Agreement shall be valid and binding when all of the following acts have occurred:

Execution by the Lexington-Fayette Urban County Government on behalf of the Division of Police;

Execution by the Commissioner of the DCI within the OAG;

IN WITNESS WHEREOF, we have hereunto set our hands pursuant to the law of the Commonwealth of Kentucky.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

**OFFICE OF THE ATTORNEY GENERAL
Department of Criminal Investigations**

By: Linda Gorton
Linda Gorton, Mayor

By: [Signature]
Commissioner
OAG Department of Criminal Investigations

Date: 10/1/2019

Date: 8/16/2019