

RESOLUTION NO. 183-2022

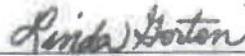
A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KENTUCKY STATE POLICE, FOR SHARING OF PERSONALLY IDENTIFYING INFORMATION.

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 Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Kentucky State Police, for sharing of personally identifying information.

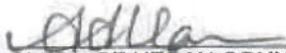
Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 28, 2022



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

308-22:MRS.X:\Cases\POLICE\22-LE0003\LEG\00753579.DOC

**Memorandum of Understanding Between a State Agency
and Other Governmental Body or Political Subdivision
Terms and Conditions**

I. Scope of Services

This Memorandum of Understanding ("MOU" or "Agreement") is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Kentucky State Police ("Commonwealth" or "KSP") and Lexington Police Dept. ("User Agency" or "Contractor"). This Agreement outlines the terms that govern the receipt, usage, and security, of criminal intelligence information and personal information delivered to User Agency by KSP.

This MOU is effective upon the last signature of the duly authorized representatives of the parties and remains in effect until terminated by either party.

II. Definitions

For the purposes of this MOU, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders. As used in this MOU, the following terms shall mean:

1. "Agreement" or "MOU" shall mean this Memorandum of Understanding (as more fully described in the above Scope of Services section), including the Justice and Public Safety Cabinet Terms and Conditions.
2. "Criminal Intelligence Information" or "CII" shall mean data which has been evaluated to determine that it:
 - 2.1. Is relevant to the identification of and the criminal activity engaged in by an individual who or organization which is reasonably suspected of involvement in criminal activity, and
 - 2.2. Meets criminal intelligence system submission criteria.
3. "Data" shall mean recorded information, regardless of form or characteristic.
4. "Destroy" shall mean physical or logical techniques that render data unusable, unreadable, or indecipherable.
5. "Disclose" or "disclosure" shall mean to sell, lease, license, transfer, donate, exchange, assign, publish, reveal, disseminate, make available, furnish, permit access, or otherwise make data known, to another person or entity by any means.
6. "Law enforcement agency" means any lawfully organized investigative agency, sheriff's office, police unit, or police force of federal, state, county, urban-county government, charter county, city, consolidated local government, unified local government, or any combination of these entities, responsible for the detection of crime and the enforcement of the general criminal federal and state laws and that performs the administration of criminal justice pursuant to a statute or executive order. This definition shall include, but is not limited to:
 - 6.1. State and federal Inspector Generals;
 - 6.2. Kentucky County Attorneys;
 - 6.3. Kentucky Commonwealth Attorneys; and
 - 6.4. U.S. Attorneys.
7. "Need to know" shall mean that the information requested is pertinent and necessary to the requestor in initiating, furthering, or completing an investigation.
8. "Personal information" shall have the same definition set forth in the KRS 61.931.

9. Not disclose CII and Personal Information that it obtains under this agreement to another agency without obtaining written permission from KSP.
 - 9.1. If KSP grants written permission for disclosure, the Contractor shall only disclose CII and Personal Information to an authorized recipient via Law Enforcement Online (LEO) e-mail, facsimile, or hand-delivery.
10. Agree and acknowledge that if there is any question or any confusion regarding the applicability of this agreement to data received from KSP, User Agency shall act as though this agreement is applicable.
11. Agree and acknowledge that KSP shall not be liable to the User Agency, contractor employees, or any third party, for any damages arising from the use of Commonwealth data.
12. Destroy CII and Personal Information that User Agency receives under this agreement when the purpose for which it was originally requested is complete. This provision shall be narrowly construed.
 - 12.1. User agency will destroy any CII and Personal Information it receives that it subsequently determines to be misleading, obsolete or otherwise unreliable.
 - 12.2. Regardless of the original purpose, User Agency shall destroy any data that it obtains under this agreement at the end of 365 days.
13. Agree and acknowledge that KSP will disclose to third party agencies any data that KSP obtains from User Agency under this agreement unless User Agency informs KSP that its disclosure should be limited.
14. Agree and acknowledge that User Agency gives its consent for KSP Criminal Intelligence Analysts to access any files that User Agency submits to the KyOPS database.

IV. Justice and Public Safety Cabinet Terms and Conditions

1. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to, KRS 61.931, et seq.
2. Except where necessary in the performance of the Contractor's responsibilities set forth in this Agreement, the Contractor shall maintain the confidentiality of Commonwealth data and shall not disclose any Commonwealth data without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that they receive Commonwealth data solely for the purposes of this Agreement, and that their receipt of Commonwealth data in no way creates any ownership interest in Commonwealth data, unless expressly provided otherwise within the terms and conditions of this Agreement.
 - 2.1. For purposes of this Agreement, "Commonwealth data" shall mean any data or information, regardless of form or characteristic, including but not limited to CII and personal information, collected, received, or obtained by the Contractor pursuant to this Agreement.
 - 2.2. The Contractor shall implement reasonable measures, at least as protective as the Contractor uses to safeguard the Contractor's own confidential information, to prevent unauthorized access to, or unauthorized disclosure of, Commonwealth data.
 - 2.3. To the fullest extent allowed by law, the Contractor shall report and forward to the Commonwealth within two business days any Kentucky Open Records Act request, Freedom of Information Act request, or other request seeking access to Commonwealth data. The Contractor shall notify the requester: (1) that the Contractor is not authorized to accept such requests; (2) that the Commonwealth is the sole entity authorized to accept such requests; and (3) the point of contact for such requests.
 - 2.4. The Contractor shall ensure that any access to Commonwealth data by contractor employees is limited to only those contractor employees with a necessary and essential purpose to fulfill the terms and conditions of this Agreement.

APPROVALS

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Commonwealth

Lt. Michael Rogers
Signature

ACTING COMMISSIONER
Title

MICHAEL ROGERS
Printed Name

6/27/2022
Date

Contractor/User Agency

Linda Clorton
Signature

Mayor
Title

Linda Clorton
Printed Name

5/4/2022
Date

USER AGENCY NAME
ADDRESS
TELEPHONE NUMBER
ORI NUMBER

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Lexington, KY 40501
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KY 0340200