

MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
ON BEHALF OF
THE LEXINGTON DIVISION OF POLICE AND
THE KENTUCKY STATE DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Lexington Fayette Urban County Government on behalf of the Division of Police, and The Kentucky Department of Alcoholic Beverage Control, witnesseth that:

NOW, THEREFORE, the parties agree as follows:

I. PARTIES

The parties to this Agreement are the Lexington Fayette Urban County Government Division of Police and The Kentucky State Department of Alcoholic Beverage Control.

II. PURPOSE

The Kentucky Department of Alcoholic Beverage Control agrees to host information and data owned by the Lexington Division of Police in a database in Frankfort. This will be done at no cost to the Division of Police.

The Lexington Division of Police agrees to host information and data owned by the Kentucky Department of Alcoholic Beverage Control in a database in Lexington. This will be done at no cost to the Kentucky Department of Alcoholic Beverage Control.

III. PROCEDURE FOR USER ADDITION OR DELETION TO DATABASE

Users with in The Lexington Division of Police shall include at a minimum: ABC detectives, ABC administrative assistant, ABC unit supervisors, and any others as approved by the Unit Commander. As a rule, users should only include those personnel who are active in ABC investigations. As ABC investigators change, addition and deletions should be made to the account access. As the database is maintained by The Kentucky State Department of Alcoholic Beverage Control, user addition or deletion will be handled via email to their IT department.

IV. OPEN RECORDS REQUESTS FOR INFORMATION

Open records requests that are received will be reviewed for content. Neither agency shall release records which contain information imputed by the other agency. Any request that is reviewed and the information request pertains to records of the other agency, shall deny the open records request and refer the entity to the other agency.

V. FINANCIAL EXPENDATURES

Reimbursement for licenses paid online will go to each respective agency. A separate signed ACH agreement is on file for the two aforementioned parties. The Kentucky State Department of Alcoholic Beverage Control agrees to pay for all charges related to the development and upkeep of the portal.

IX. PROCEDURES FOR REVIEW AND REVISION

This Agreement may be reviewed at the discretion of each party. Changes may be made at any time upon mutual agreement by the participating agencies.

X. WAIVER OF CLAIMS

Each party to this Agreement waives any and all claims against the other party to this Agreement which may arise out of their activities with respect to this Agreement. Each party shall each be liable only for the actions of its employees as required by law.

XI. TERM OF AGREEMENT/TERMINATION

This agreement will automatically be renewed on a yearly basis, until such time that it is amended, revised or terminated. Any party may terminate this agreement at any time by giving written notice of the termination within 30 days.

XII. WRITTEN NOTICE

Written notice shall be given to the parties at the following addresses:

Chief Mark Barnard
Lexington-Fayette Urban County Government
150 East Main Street
Lexington KY 40507

Commissioner Frederick Higdon
The Kentucky Department of Alcoholic Beverage Control
1003 Twilight Trail
Frankfort, KY 40601

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT



Mark Barnard, Chief of Police
Lexington Division of Police

4-7-2015

Date

Jim Gray, Mayor
Lexington, Kentucky

Date

Frank Wilson, Commissioner
Alcoholic Beverage Control Lexington Fayette Urban County

Date

THE KENTUCKY STATE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

Frederick Higdon, Commissioner
The Kentucky Department of Alcoholic Beverage Control

Date