

RESOLUTION NO. 183 2019

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH U.S. DEPARTMENT OF ENERGY, PORTSMOUTH/PADUCAH PROJECT, FOR COOPERATIVE RESPONSES FOR SECURITY INCIDENTS.

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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 U.S. Department of Energy, Portsmouth/Paducah Project, for cooperative responses for security incidents.

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

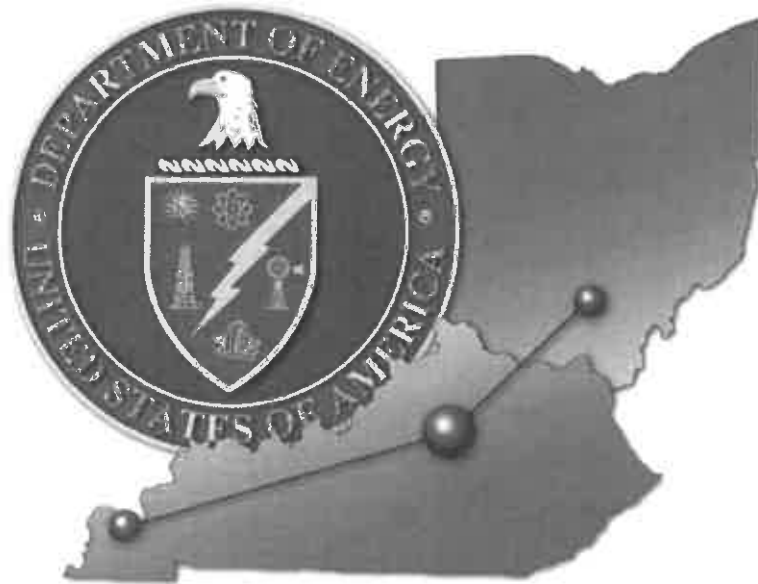
PASSED URBAN COUNTY COUNCIL: April 11, 2019

  
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MAYOR

ATTEST:

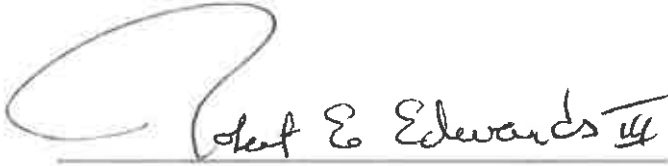
  
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CLERK OF URBAN COUNTY COUNCIL

**Memorandum of Understanding  
between the Department of Energy  
Portsmouth/Paducah Project Office  
and the  
Lexington Police Department**



SIGNATURE PAGE

APPROVED BY:



Robert E. Edwards, III  
Manager, Portsmouth/Paducah Project Office  
Officially Designated Federal Security Authority

4/30/2019  
Date

APPROVED BY:



Lawrence Weathers  
Chief of Police  
Lexington Police Department

3/24/19  
Date

APPROVED BY:



Linda Gorton  
Mayor of Lexington

4/11/19  
Date

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ACRONYM LIST

DOE	U.S. Department of Energy
KY	Kentucky
LEA	Law Enforcement Agency
LFUCG	Lexington Fayette Urban County Government
LLEA	Local Law Enforcement Agency
MOU	Memorandum of Understanding
ODFSA	Officially Designated Federal Security Authority
PD	Police Department
PPPO	Portsmouth/Paducah Project Office

## **1.0 INTRODUCTION**

This Memorandum of Understanding (MOU) is established between the U.S. Department of Energy (DOE), Portsmouth/Paducah Project Office (PPPO), Officially Designated Federal Security Authority (ODFSA), and the Lexington Fayette Urban County Government (LFUCG) on behalf of the Lexington Police Department (PD) in Lexington, Kentucky (KY). This MOU formalizes mutual cooperation and support from the Lexington PD, a Local Law Enforcement Agency (LLEA), for use in development of applicable response strategies and associated joint training, as appropriate, at the PPPO Lexington Office located at 1017 Majestic Drive and 1010 Monarch Street, Suite 300.

The ODFSA has the responsibility to administer and conduct safeguards and security programs designed to protect DOE assets from theft, sabotage, and other hostile or non-hostile acts that may have adverse impacts to the PPPO Lexington Office operations and/or the health and safety of the public and environment.

## **2.0 PURPOSE**

The purpose of this memorandum is to establish an MOU with the Lexington PD to provide timely and effective response to the PPPO Lexington Office during specific security incidents in which law enforcement support is required.

## **3.0 AUTHORITY**

The ODFSA is authorized to enter into MOUs, which require that if local, State or Federal Law Enforcement Agencies (LEAs) are used to protect security interests on a regular or recurring basis, MOUs outlining the specific support to be provided must be established and documented in the appropriate security plan and reviewed annually.

The Lexington PD is authorized to enter into this MOU to the extent provided.

## **4.0 AGREEMENT**

This MOU is entered into by the ODFSA and the Lexington PD. Individually, each entity is referred to as a "party," and collectively, the entities may be referred to as "parties."

The provisions of this MOU apply to any actual or potential PPPO Lexington Office site security incidents that:

- Involve a significant threat to employees (and visitors) or the general public;

- Involve property under the control or jurisdiction of either the DOE or other organizations for which DOE has oversight; and
- Involve any other incident for which a joint determination has been made by the ODFSA and the Lexington PD that the provisions of the MOU will apply.

Any Federal or contractor employee may initiate notification for emergent law enforcement support via the Lexington Enhanced 911 dispatcher. The Lexington PD may respond in an appropriate manner to incidents at the PPPO Lexington Office involving:

- Workplace violence and/or hostage situations;
- Demonstrations/protests (planned or spontaneous);
- Bomb threat incidents; and
- Other discovered criminal activity.

Upon request from authorized officials, request for support may involve the following:

- Incident support;
- Hostage negotiators;
- Canine support;
- Apprehension, arrest and transport (affect arrest for any/all of the conditions noted within);
- Special Response Team;
- Explosive Ordnance Response;
- Traffic/Perimeter Control; or
- Destruction of or defacing Government property.

Joint Activities may include:

- Site familiarization training in accordance with the DOE Orders,
- Coordination and/or training with local Federal Law Enforcement Officers,
- Response plan development, and
- Participation in PPPO Lexington Office field and/or table top exercises, as requested.

#### **4.1 DISCLAIMER**

The Lexington PD agrees that Lexington PD personnel responding to any incident at the PPPO Lexington Office will coordinate with the ODFSA, Facility Security Officer, or security representative before entering any facility.

The Lexington PD understands that armed DOE Law Enforcement Officers from the DOE Office of Inspector General reside within the PPPO Lexington Office. All arrests and seizures of contraband, or other material confiscated by the Lexington PD as evidence, shall be handled in accordance with applicable federal, state and local laws and ordinances.

DOE agrees to familiarize members of the Lexington PD as warranted by the threat intelligence and/or threat level at the time, with a tour of the PPPO Lexington Office. The tour may consist of the following:

- A review of the types of threats which could activate this MOU;
- Orientation to the facilities; and
- An overview of the response plans and implementing procedures.

DOE and the Lexington PD do hereby expressly waive any and all claims against each other hereto for any loss, damage, personal injury or death occurring in consequence of the reasonable, prudent and professional performance of this MOU.

#### **5.0 RESPONSIBILITES**

Primary notification for support will be made to the Lexington Enhanced 911 dispatcher from one of the following authorized individuals:

- Robert E. Edwards, III, PPPO Manager/Officially Designated Federal Security Authority
- Joel Bradburne, PPPO Deputy Manager
- Mark Allen, PPPO Facility Security Officer

In response to security incidents which could potentially involve workplace violence up to and including an active shooter(s), demonstrators/protests, bomb threats and hostage situations, the DOE and Lexington PD agree that the Lexington PD will be the primary responding LLEA if support services are required.



The Lexington Division of Enhanced 911 will notify the Lexington PD of any requests for support and provide any and/or all applicable resources to the PPPO Lexington Office.

The Lexington PD will communicate to other jurisdictional LEAs if additional resources are required to mitigate the incident. Responding officers may become involved in tactical operations against armed adversaries, or they may be asked to assist less threatening law enforcement situations. Both missions could quickly escalate to deadly force encounters; therefore, officers will respond with all appropriate weapons/equipment.

The Lexington PD response will include immediately dispatching armed officers to locations developed through mutual response plan development. The Lexington PD responders will:

- Establish communications (to include off-site radio communication) with the Lexington PD dispatchers, and other law enforcement agencies as necessary; and/or
- Abide by (as practical) any incident-specific PPPO Lexington Office procedures.

## **6.0 TERMS, MODIFICATIONS AND TERMINATION**

This MOU will become effective when signed by the DOE PPPO ODFSA, Lexington PD Chief, and the Mayor of Lexington. This MOU may be terminated by mutual agreement of DOE and the Lexington PD Chief. This MOU shall be reviewed annually as required by applicable DOE Orders.

This MOU is not intended to establish an obligation to supply funding for implementation of this MOU by either party. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services or supplies, or transfer or receive anything of value.

### **6.1 MISCELLANEOUS CONDITIONS**

This MOU in no way restricts any of the parties from participation in any activity with other public or private agencies, organizations or individuals.

This MOU is strictly for resource management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any party. This MOU shall not be construed to provide a private right or cause of action for, or by, a person or entity.

Subject to the Freedom of Information Act (5 U.S.C. §552), decisions on disclosure of DOE information to the public regarding projects and programs referenced in this MOU shall be made by DOE following consultation with the affected agreeing party.

Likewise, decisions on disclosure of LLEA information will be left to each individual responding agency (i.e. tactics, technical information, investigative information, etc.)

This MOU may be amended by written agreement of the parties. This MOU may be terminated by mutual written agreement of the parties, or by any party upon 30 days written notice to the other parties.

This MOU in no way prohibits or impedes the Lexington PD Chief or designee from exercising authority to prioritize the allocation of resources in the event of serious emergencies simultaneously occurring in other parts of Lexington, KY and during an emergent need for support at the PPPO Lexington Office.

## **7.0 COORDINATION**

Contact these individuals for questions regarding, or issues impacting, this MOU:

Robert E. Edwards, III (859) 219-4002  
Manager/Officially Designated Federal Security Authority

Joel Bradburne, Deputy Manager (859) 219-4001

Mark Allen (270) 556-6026  
Facility Security Officer

Jonathan Lamb (859) 219-4046  
Special Agent, DOE Office of the Inspector General

Paul Gilbride (859) 219-4045  
Special Agent, DOE Office of the Inspector General