

**COMMONWEALTH OF KENTUCKY
COURT OF JUSTICE
MEMORANDUM OF UNDERSTANDING
RESEARCH DATA EXCHANGE**

Agency: Administrative Office of the Courts
1001 Vandalay Drive
Frankfort, KY 40601

Second Party: Lexington Office of the Commissioner
Housing Advocacy & Community Development
200 East Main Street
Lexington, KY 40507

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Drafted By: Teresa L. Davis, Procurement Officer

Contract Term: May 1, 2026 – May 1, 2028

ARTICLE I – PREAMBLE

This Memorandum of Understanding (“Contract”) is entered into this 1st day of May, 2026 by and between the Administrative Office of the Courts (“AOC”) and Lexington-Fayette Urban County Government and Lexington Office of the Commissioner, Housing Advocacy & Community Development (“Second Party”) to establish a Contract to define the terms under which AOC will provide a data set to Second Party and to define Second Party’s responsibilities with respect to the data provided by AOC.

WHEREAS, Second Party is to develop and implement strategies to build strong and equitable neighborhoods and requires the data identified below for determining whether individuals who receive subsidized housing experience a greater rate of eviction compared to those who do not receive rent subsidies;

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 and is a source of the data required by Second Party; and

NOW THEREFORE, the AOC and the Second Party agree to the following:

ARTICLE II – SCOPE OF THE CONTRACT

2.01 DATA METHODOLOGY

Within 14 days of execution of this Contract, the AOC will provide Second Party with the data elements set forth in the “Fayette County Forcible Detainer Cases Disposed Since 1/1/2015” methodology documentation, attached hereto and incorporated herein as Attachment 1, for bulk a compilation of Forcible Detainer cases disposed in Fayette County since January 1, 2015. No charge will be assessed by the AOC to the Second Party.

Thereafter, AOC will provide quarterly reports to Second Party before the 15th day of each month. The AOC will not provide data for a query period less than two and a half months after the end of the query period.

2.02 ASSEMBLY AND TRANSMITTAL OF INFORMATION

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.

Second Party shall use the data elements set forth in Attachment 1 only for purposes explicitly authorized by this Agreement.

No confidential data is included in the data elements provided. Second Party agrees to immediately notify AOC if confidential data is provided in error and destroy any confidential data received.

Second Party acknowledges that personal identifying information is included and will comply with the confidentiality requirements described in Sections 7.11 and 8.01 through 8.04.

2.03 ACCURACY OF COURT INFORMATION

By agreeing to this Contract, Second Party acknowledges information received from CourtNet is subject to change, reprogramming, modifications in format, and availability and may not at any moment reflect the true status of court cases due to ordinary limitations, delay or error in the system’s operation. The AOC disclaims any warranty as to the validity of the information obtained from CourtNet. Second Party will be responsible for verifying information received from CourtNet through cross-referencing. AOC shall not be liable to Second Party for any damages arising from the use of CourtNet or from information obtained from it. Additionally, AOC accepts no responsibility for the conclusions drawn by Second Party.

ARTICLE III – AOC RESPONSIBILITIES

The extent of AOC’s responsibility to Second Party is to deliver specific data elements contained within CourtNet.

ARTICLE IV – NOTIFICATIONS

All notices, consents, and proposed modifications to this Contract or other communications required and/or permitted by this Contract shall be in writing, and all such communications are to be made to the Department Contact with a copy to the AOC as listed below via certified, registered, or electronic mail.

Department Contact:

Information and Technology Services
Administrative Office of the Courts
1001 Vandalay Drive
Frankfort, KY 40601
t: 502.573.2350, ext. 50719
statistics@kycourts.net

The AOC:

Division of Procurement
Administrative Office of the Courts
1001 Vandalay Drive
Frankfort, KY 40601
t: 502.573.2350
Procurement@kycourts.net

Second Party:

Tiffany Masden, Senior Administrative Officer
Lexington Office of the Commissioner
Housing Advocacy & Community Development
200 East Main Street
Lexington, KY 40507
t: 859-280-8457
tmasden@lexingtonky.gov

Linda Gorton, Mayor
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
859-258-3100
mayor@lexingtonky.gov

ARTICLE V – CONTRACT TERM

This Contract shall commence on May 1, 2026 and expire upon completion of research or on May 1, 2028 whichever is earlier.

ARTICLE VI – CANCELLATION

The AOC may cancel this Contract at any time for cause or may cancel without cause with thirty (30) days prior written notice.

ARTICLE VII – MOU STANDARD TERMS AND CONDITIONS

7.01 EFFECTIVE DATE

This Contract is not effective and binding until the Director of the AOC or designee approves and signs the Contract.

7.02 ENTIRE AGREEMENT

The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

7.03 PREVIOUS ITERATIONS OF THE CONTRACT

Neither party shall represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract 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.

7.04 CHANGES AND MODIFICATIONS TO THE CONTRACT

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Second Party and the AOC and incorporated as a written amendment prior to the effective date of such modification or change. If the Second Party finds at any time that existing conditions make modification in requirements necessary, they shall promptly report such matter to the AOC for consideration and decision. Modification shall be subject to prior approval from the Director of the AOC or authorized designee. No other documents or writings circulated between the Parties shall be construed as amendments to the Contract.

7.05 KCOJ ADMINISTRATIVE POLICIES

The Parties acknowledge that the AOC's operations are governed by the Administrative Procedures (APs) of the Kentucky Court of Justice (KCOJ), which have been established pursuant to orders of the Kentucky Supreme Court. Accordingly, the Parties agree that the terms of this Contract are intended to be fully compliant with the APs, and the Parties shall rely on the same to resolve any unclear or vague portions of this Contract.

For reference, a full copy of the APs may be found on the AOC's website (kycourts.gov/AOC).

7.06 COMPLIANCE WITH LAWS

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

7.07 CHOICE OF LAW AND FORUM

All questions as to the execution, validity, interpretation, construction and performance of this Contract shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

7.08 FORCE MAJEURE

The Second Party will not be liable to the AOC if failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the Second Party. Such causes may include, but are not restricted to, acts of God, fire, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the Second Party. The Second Party will take all possible steps to recover from such occurrences.

7.09 INDEMNIFICATION

Any term or condition of any Contract is void to the extent it requires the AOC to indemnify anyone.

Notwithstanding any limitation in this agreement, Second Party shall defend and indemnify the AOC and the KCOJ, its instrumentalities, agencies, departments, and respective officers, agents and employees against all suits or claims of any nature and all damages, settlement payments, attorney's fees, costs, expenses, losses or liabilities attributable thereto, by any third party which arise out of any act or omission of Second Party, its subcontractors, their employees, workmen, servants or agents.

In the event that either party deems it necessary to take legal action to enforce any provision of this Contract, and in the event the AOC prevails, the Second Party agrees to pay all of AOC's expenses associated with such action, including attorney's fees and costs as determined by the court.

7.10 ACCESS TO RECORDS

The Second Party agrees that the AOC or its designee, or the Auditor of Public Accounts, or the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Contract for the purpose of financial audit or program review.

In the event of a dispute between the Second Party and the AOC, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Director of the AOC shall review the dispute and issue a determination.

7.11 CONFIDENTIALITY OF DATA

All financial, personnel, technical, and/or non-public case specific data supplied by the AOC/KCOJ to the Second Party is confidential, unless designated otherwise in this Contract. Statistical data shall be treated as confidential if it is designated as confidential, subject to legal or regulatory confidentiality requirements, or if its disclosure could reasonably permit identification of individuals, confidential cases, or sensitive system or security information.

The Second Party is required to use reasonable care to protect the confidentiality of such data. Any use, sale, or offering of this data in any form by the Second Party, or any individual or entity in the Second Party's charge or employ, will be considered a violation of this Contract and may result in contract termination and the Second Party's suspension or debarment from future contracting. In addition, such conduct may be reported to the Kentucky Attorney General for possible criminal prosecution.

7.12 CONFLICT OF INTEREST LAWS AND PRINCIPLES

The Second Party certifies that it is legally entitled to enter into this Contract with the AOC, and by holding and performing this Contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or the Personnel Policies of the Court of Justice.

7.13 ADVERTISING

The Second Party shall not use the name, logos, images, or any data of the KCOJ or the AOC in any commercial advertising.

7.14 ASSIGNMENT

The Second Party shall not assign any interest, right or duty in any contract with the AOC without the written consent of the AOC.

7.15 EMPLOYMENT STATUS

At no point shall any personnel of the Second Party 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 the Second Party.

7.16 THIRD-PARTY BENEFICIARIES

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

7.17 WAIVER

No change, waiver, or discharge of any liability or obligation under this Contract 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.

7.18 SEVERABILITY

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

ARTICLE VIII – ADDITIONAL TERMS AND CONDITION

8.01 ADDITIONAL CONFIDENTIALTY AND SECURITY REQUIREMENTS

Second Party agrees not to release any information provided by the AOC except to its employees, contractors, or authorized agents who require the information for the purpose described in Article I (“Users”).

Second Party shall require each User receiving information provided by the AOC to sign and to be bound by a Non-Dissemination Agreement (“NDA”), attached hereto and incorporated herein as Attachment 2.

8.02 NON-DISSEMINATION AGREEMENTS

No NDA is effective until it is approved and signed by the AOC. Second Party shall immediately notify the AOC in writing if the User’s employment or authorized agency with the Second Party ends, or if the User’s authorization to access AOC data is suspended or revoked.

Second Party agrees to monitor each User’s access to and use of AOC data to ensure full compliance with the NDA and this Contract.

Second Party agrees to be responsible for any unauthorized use or disclosure of AOC data by anyone executing an NDA.

Second Party shall provide copies of all executed NDAs to: Data Officer at Statistics@kycourts.net. Second Party shall not disseminate data to the User until an NDA is executed by the User and the AOC.

8.03 DATA STORAGE

Second Party agrees that the data referenced in this Contract shall be safely stored to prevent unauthorized access. Second Party further agrees to destroy data received from the AOC one (1) year after expiration of this Contract per Article V or immediately upon cancellation of this Contract per Article VI.

Second Party shall comply with the KCOJ records retention and destruction schedule and to any relevant Kentucky Revised Statute.

8.04 ARTIFICIAL INTELLIGENCE

Second Party must obtain the AOC’s prior written consent before using AOC data to build or train proprietary generative artificial intelligence (“AI”) systems. Second Party shall not use AOC data as input for any query to any generative AI system that Second Party does not own, or to any AI system which may retain any AOC data received as input.

8.05 BREACH

The Second Party shall report any breach of confidential or personal identifying information (if applicable) or any confirmed security breach relating to the electronic court information provided by this Contract to the AOC within two (2) hours of discovery. The Second Party shall document and notify the AOC of any and all remediation measures planned or taken for each incident of breach. The Second Party shall indemnify and hold harmless the KCOJ, the AOC, and their officials and employees from and against any and all claims, demands, actions, suits, and proceedings by others, and against all liability for damages by reason of, or arising out of, any incident of breach.

8.06 OWNERSHIP OF DATA

The parties agree that records, statistical information, and/or data provided by the AOC to Second Party are the property and responsibility of the AOC. Second Party shall use the data elements set forth in Attachment 1 only for purposes explicitly authorized by this Contract. The Second Party shall not use the data received from the AOC for any commercial purpose. “Commercial purpose” means the direct or indirect use of any part of an administrative record or records, in any form, for sale, resale, solicitation, rent or lease of a service, or any use by which the user expects a profit either through commission, salary, or fee.

8.07 HANDLING OF OPEN RECORDS

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

8.08 PUBLICATION

Second Party agrees that any conclusions or determinations made by the Second Party based upon the data set provided are strictly those of the Second Party and not those of the AOC. Second Party also acknowledges that AOC does not interpret the data set provided or take any official position on its contents.

Prior to publishing or presenting the results, Second Party shall provide the AOC thirty (30) days for review of the manuscript or other material for such publication. The AOC may require Second Party to make revisions of proposed materials that (1) violate the terms of Section 8.01 of this Agreement, or (2) imply that the AOC agrees with conclusions of the Second Party of these data. If revisions are required, Second Party shall make revisions and then provide the AOC an additional opportunity to review the manuscript or other material to verify requested revisions were made. After the AOC’s approval, Second Party shall have the right, consistent with academic standards, to publish the results of this work.

In any publication resulting from the data obtained from the AOC, the Second Party agrees not to represent any interpretations drawn from the data as the official positions, policies, interpretations, or procedures of the AOC or the KCOJ.

ARTICLE IX – APPROVALS

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract 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 contract 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 contract.

Agreed to by:

Second Party:

Tiffany Masden, Senior Administrative Officer
Lexington Office of the Commissioner

Date

Linda Gorton, Mayor
Lexington-Fayette Urban County Government

Date

AOC:

Zachary S. Ramsey
Director, Administrative Office of the Court

Date

Approved by:

Jenny Lafferty
Director of Finance and Administration, AOC

Date

Reviewed and recommended by:

Reviewed as to form and legality by:

Elizabeth Lucas, Executive Officer
Information & Technology Services, AOC

Ryan Becker
Deputy General Counsel, AOC

Daniel Sturtevant, Data Officer
Information & Technology Services, AOC