

**MEMORANDUM OF UNDERSTANDING FOR THE
KENTUCKY INTERNET CRIMES AGAINST CHILDREN TASK FORCE
BETWEEN THE KENTUCKY STATE POLICE
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**
(agency)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Commonwealth of Kentucky, Department of Kentucky State Police (KSP) and the Lexington-Fayette Urban County Government, collectively referred to as the "Parties."

Mission

WHEREAS, the Internet Crimes Against Children (ICAC) Task Force is a multi-agency, multi-jurisdictional initiative funded by a grant from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP);

WHEREAS, the KSP is the agency in the Commonwealth that is awarded the ICAC grant by OJJDP as the law enforcement grant administrator for the Commonwealth of Kentucky;

Purpose

WHEREAS, the KSP seeks to provide funding to purchase training and equipment for qualifying law enforcement Kentucky (KY) ICAC affiliate agencies throughout the Commonwealth to enable these agencies to assist the Task Force in deterring, preventing, investigating, and prosecuting predators who seek to exploit or engage minors in sexual activity via electronic means;

WHEREAS, Lexington-Fayette Urban County Government, seeks funding to train its officers to deter, prevent, investigate and prosecute predators who seek to exploit or engage minors in sexual activity via electronic means;

WHEREAS the Parties agree it is mutually beneficial to enter into this MOU to maximize all law enforcement efforts to combat child exploitation throughout the Commonwealth and agree to mutual promises and agree as follows:

SCOPE AND CONDITIONS

The KY ICAC Task Force (Task Force) membership shall consist of the KSP ICAC Commander, KSP Electronic Crime Branch, and all law enforcement agencies selected for participation in the Task Force. The KSP ICAC Commander or his designee shall be responsible for coordinating the daily operations of the Task Force; ensuring compliance with the policies and procedures of the OJJDP; ensuring compliance with National ICAC Operational and Investigative Standards; ensuring compliance with this MOU; and administering the ICAC grant. The document describing the Operational and Investigative Standards is proprietary to the National ICAC and contains confidential information not for public release. Member agencies shall make all Task Force requests and recommendations through the KSP ICAC Commander. The Task Force shall meet at least semi-annually at a time and location established by the KSP ICAC Commander. The Task Force shall not constitute a separate legal or administrative entity.

Investigations

Member agencies shall propose specific officers to be assigned to the Task Force with selection based on the officer's technical skill level and investigative background. All ICAC investigations will be conducted only by sworn law enforcement personnel. Each investigator involved with undercover operations must receive ICAC training prior to initiating proactive investigations and coordinate all undercover activity with the KY ICAC Task Force for deconfliction. Task Force officers are expected to conduct reactive child sexual exploitation investigations, CyberTip referrals from the National Center for Missing and Exploited Children (NCMEC), Internet service provider and law enforcement referrals, and submit case information to the NCMEC Child Victim Identification Program (CVIP) when a victim of child pornography is identified.

Upon identification of a common target, member agencies shall contact the other law enforcement agency targeting the suspect for deconfliction. Member agencies shall contact the Task Force Commander for assistance in coordinating an investigation that requires referral outside an agency's jurisdictional boundaries. Confidential information pertaining to investigations or investigative practices shall be held in the strictest confidence and will only be shared with other law enforcement agencies where necessary. Media release information regarding joint Task Force operations will be coordinated and made by all participant agencies. Media releases shall not include information regarding specific investigative techniques.

Supervision and Reporting

Assigned officers shall remain employees of their respective agencies while engaged in Task Force activities; shall adhere to their respective agency policies; shall adhere to established operational and investigative standards established by OJJDP; conduct education and prevention programs to foster awareness; using a process outlined by KY ICAC, shall submit all requested statistics to the KY ICAC via available and designated electronic databases by the 10th day of each month; absent an inter-agency trained and experienced forensic examiner, shall submit all electronic evidence to the KSP Electronic Crime Branch or KY Regional Computer Forensics Laboratory for examination; shall submit all criminal case information to the KY Crime Repository, utilizing a certified National Incident Based Reporting System, in timely manner; and shall maintain all cases consistent with properly accepted law enforcement practices and pursuant to the policy of the investigating agency. Failure to adhere to established law, ICAC Operational and Investigative Standards, provisions outlined in this MOU, and/or individual agency policies shall be grounds to remove the assigned officer from the KY ICAC Task Force.

It is understood and agreed that member agencies shall remain responsible for payment of salaries and for payment of any worker's compensation or similar benefits due the assigned officer as a result of injury or death incurred while assigned to the Task Force.

It is further understood and agreed that KSP shall have no duty to defend or indemnify said assigned officer arising from any claims of loss, damage or injury asserted against said officer as a result of an act or omission occurring in the line of duty while said officer is assigned to the Task Force.

Training and Equipment

Member agencies agree to make resources available in support of Task Force investigations. These resources include, but are not limited to vehicles; communications equipment; safety equipment; ICAC-dedicated computer hardware, software, and network access services. Member agencies shall make reasonable efforts to locate investigators in a secured area with restricted access to all equipment, software, and investigative files. Member agencies agree to seek internal funding for any needed equipment and training for investigations prior to requesting equipment/funding from the ICAC grant. Any resources supplied by and through the ICAC grant shall be used solely for Task Force purposes.

The KY ICAC Task Force shall provide affiliate agencies with advanced training for approved, designated officers to enable the officers to effectively conduct Task Force investigations. The KY ICAC shall make every effort to supply continuing training in ICAC specific law enforcement subjects with ICAC grant funding. The KSP ICAC Commander shall utilize discretion in determining how the grant funding is administered and which agencies receive funding. When funds are available, the KY ICAC shall seek to provide additional equipment to Task Force members upon request. The KSP ICAC Commander shall determine whether the requests can be met by the requesting agency and are useful for Task Force investigations.

EFFECTIVE DATE AND DURATION

This MOU shall be effective upon valid execution by all of the requisite parties. The duration of this MOU shall remain in effect until and including June 30, 2014; however,

unless the MOU is terminated by the parties or termination of the ICAC grant, it shall automatically be renewed for two (2) additional years on its expiration date. The KSP may withdraw from this MOU upon thirty (30) days written notice to the other parties. This MOU may be dissolved by mutual agreement in writing thirty (30) days prior to such dissolution. Should the MOU terminate, the Task Force member shall return all equipment purchased with ICAC grant funding to the KSP ICAC Commander within thirty (30) days. This MOU may be amended by a separate writing executed and approved in the same manner as the original MOU.

EXECUTION AND VALIDITY

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

1. Execution by the Commissioner of the Kentucky State Police;

2. Execution by _____ Mayor Jim Gray _____
(print name and title)
Lexington-Fayette Urban County Government

(agency)

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

**COMMISSIONER
KENTUCKY STATE POLICE**

**JIM GRAY
MAYOR**

Date: _____

Date: _____