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**FEDERAL BUREAU OF INVESTIGATION
LOUISVILLE CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Lexington-Fayette Urban County Government on behalf of the Division of Police** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the **Louisville Child Exploitation and Human Trafficking Task Force (CEHTTF)** personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the **Child Exploitation and Human Trafficking Task Force (CEHTTF)** is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.
5. The defined priority threats that are aligned with the mission of the CEHTTFs are:
 - a. **Child Abductions (Non-Ransom and Ransom)**
 - b. **Production/Manufacturing of Child Sexual Abuse Material**

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12. CEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
13. Continued assignment of personnel to the CEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CEHTTF Supervisor will also retain discretion to remove any individual from the CEHTTF.

B. Case Assignments

14. The FBI CEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing CEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the CEHTTF Supervisor.
16. For FBI administrative purposes, CEHTTF cases will be entered into the relevant FBI computer system.
17. CEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the CEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the CEHTTF will not knowingly be subject to non-CEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CEHTTF's existence and areas of concern.
20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.
21. CEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

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- and policies governing the submission, retrieval, and chain of custody will be adhered to by CEHTTF personnel.
32. All CEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to CEHTTF Supervisor approval.
33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the [Abbreviated Name of Task Force] are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the [Abbreviated Name of Task Force] with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the [Name of Local Police Department] Police Department receives a request pursuant to [Name of State]'s public records statute, [State statute], the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose [Abbreviated Name of Task Force] records, the [Name of Local Police Department] Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
35. No information possessed by the FBI, to include information derived from informal communications between CEHTTF personnel and FBI employees not assigned to the CEHTTF, may be disseminated by CEHTTF personnel to non-CEHTTF personnel without the approval of the CEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
36. The Parties acknowledge that this MOU may provide CEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

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46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution
47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All CEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

49. The parent agency of each individual assigned to the CEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
50. The parent agency of each individual assigned to the CEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their CEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal CEHTTF personnel assigned full-time to CEHTTF, provided overtime expenses were incurred as a result of CEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to CEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the CEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CEHTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

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LIABILITY

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CEHTTF.

76. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS

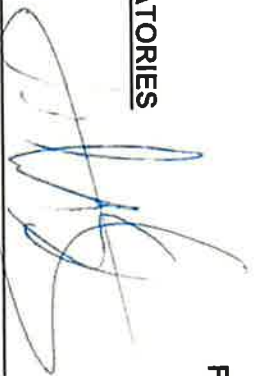
- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2). Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3). "

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual

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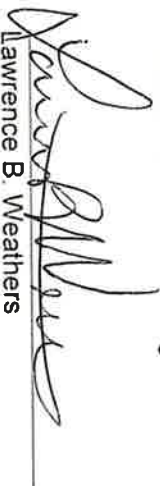
SIGNATORIES



Michael Stansbury

Special Agent in Charge
Louisville Division
Federal Bureau of Investigation

4/11/2025
Date



Lawrence B. Weathers

Chief of Police
Lexington Police Department

04/28/25
Date



Linda Gorton

Mayor
Lexington-Fayette County Government

5/30/25
Date