

MAYOR JIM GRAY



**LEXINGTON**

CHARLIE LANTER  
DIRECTOR  
GRANTS & SPECIAL PROGRAMS

**MEMORANDUM OF UNDERSTANDING**

**Between**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and**

**FAYETTE COMMONWEALTH'S ATTORNEY**

WHEREAS, The Lexington Fayette Urban County Government and the Fayette Commonwealth's Attorney seek to insure that the safety and needs of crime victims with limited English proficiency are met through advocacy within law enforcement, the courts, victims services, a coordinated community effort:

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which the Lexington-Fayette Urban County Government will be the lead agency and named applicant and the other agencies will be partners in this program; and all see a need to improve the functions of the civil and criminal court processes for crime victims with limited English proficiency so they are better informed as to the status of their case and to be quickly connected to services available in the community and to receive assistance in the development of plans for their safety.

WHEREAS, because the Partners are committed to meaningful collaboration for system improvement, they enter into this agreement.

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Kentucky Justice and Public Safety Cabinet on or before July 31, 2018;

**I) Description of Partner Agencies**

**The Lexington-Fayette Urban County Government (LFUCG)** will be the lead agency for the Lexington Police VOCA Grant Project and will be responsible for the day-to-day supervision of the victim advocate.

**LFUCG is partnering with the Fayette Commonwealth's Attorney.** The Fayette Commonwealth's Attorney prosecutes felony cases which occur in Fayette County, including homicide, robbery, assault, burglary, sexual assault, theft, drug crime, and many others. The cases prosecuted are investigated and brought by peace officers, primarily the Lexington Police Department.



The local partners agree to work together because collaboration between criminal justice agencies and victim service agencies allows the maximum accountability for criminals and a better response to crime victims.

## **II) Roles and Responsibilities of the Partners, Resources Contributed, and Representatives**

LFUCG agrees to provide victims and witness assistance needs coordinated through the Special Victims Section within the Bureau of Investigation within the Lexington Police Department. Primary responsibility for project implementation will rest with the lieutenant supervising this Section. The Bureau of Investigation is responsible for supervision of all victim advocates who work with patrol officers and detectives for the purpose of initiative front-end advocacy to victims with limited English proficiency. Data Collection, record keeping and reporting guidelines for this project will be maintained through the Special Victims Section. LFUCG will be responsible for financial administration and oversight and will assume the lead role in the accounting and disbursing of federal funds received for the VOCA Program, including drawing down the funds and ensuring compliance over the use and reporting of the funds by Subrecipients.

**The Fayette Commonwealth's Attorney** will continue to collaborate with the Lexington Police Department victim advocates on helping meet the needs of crime victims with limited English Proficiency and their cases.

## **III) Timeline**

The roles and responsibilities described above are contingent on the Lexington-Fayette Urban County Government receiving funds requested for the project described in the VOCA grant application. Responsibilities within this Memorandum of Understanding coincide with the grant period, anticipated to be 10/01/2018 through 9/30/2019.

## **IV) Commitment to Partnership**

1. The partners agree to continue to collaborate and provide services to victims including those with Limited English Proficiency.
2. The agencies may jointly terminate this MOU by unanimous action at any time. Any agency shall have the authority to terminate its participation for its convenience upon thirty (30) days prior written notice to the Mayor of the Lexington-Fayette Urban County Government. However, the withdrawal of less than all of the agencies shall not act as a termination of the MOU or the responsibilities of the remaining agencies in accordance with the terms of the MOU.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

We, the undersigned, have read and agree to this memorandum of understanding. We have reviewed and approved the budget and are aware of the total amount being requested and the funding being requested for each project partner. By signing below, all partners demonstrate a commitment to work together to achieve the stated project goals and to sustain the project once grant funds are no longer available.



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Jim Gray, Mayor  
Lexington-Fayette Urban County Government

JUL 26 2018

\_\_\_\_\_  
Date



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Lou Anna Red Corn  
Fayette Commonwealth's Attorney

7-20-18

\_\_\_\_\_  
Date