

The Commonwealth of Kentucky

MASTER AGREEMENT

(APPROVED)

Page 1 of 1

PR095

Master

Agreement No: M-06146762

Requisition No: R-06146762

IMPORTANT

Show Master Agreement number on all
packages, invoices and correspondence.

Description: License Plate Reader PR095

Sub Type: MA-Standard Fixed Price

Effective Date: 24 May 2006

Expiration Date: 24 May 2007

Administered By: SHIRLEY ELLIOTT, PURCHASING OFFICER

Cited Authority: 218

Telephone: (502) 695-6300 ext ()

Issued By: JAMIE COX, FINANCE BUYER

REMINGTON ELSAG LAW ENFORCE
203 E. CREEK RIDGE ROAD
GREENSBORO NC 27406
USA

Line	Description	Del. Days	Quantity	Unit Issue	Unit Price	Misc.	Total Price
0001	Police Automated License Plate Reader	2	0.0000	Each	\$20,100.00000	\$0.00	\$0.00

Extended Description

Remington Elsas MPH-900 LPR System

Police Automated License Plate Reader

Additional Markings and Instructions

ATT: Captain Jeff Mayberry

KSP SPECIAL OPERATIONS
ATTN: COMMANDER
5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30
LEXINGTON KY 40516
Phone: (859) 293-4500 ()
Fax: (859) 293-4530

<This address is applicable to all line items>

KSP SPECIAL OPERATIONS
ATTN: COMMANDER
5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30
LEXINGTON KY 40516
Phone: (859) 293-4500 ()
Fax: (859) 293-4530

<This address is applicable to all line items>

Total Amount

\$0.00

Faxed to DMPS

Faxed to Vendor

Call to Vendor

Hard Copy Mailed to

5-25-06 JGE
Capt. Mayberry
5-25-06
JGE

Master Agreement	Document No.	Document Title	Page 1 of 5
	M-06146762	License Plate Reader PR095	
	Buyer Name Jamie Cox (FAC-OMPS)		

MASTER AGREEMENT FOR LICENSE PLATE READER

Contract Number: M-06146762

Issued To:

**Remington LSAG Law Enforcement
203 E. Creek Ridge Road
Greensboro, NC 27406
Phone: 336-379-7135
Fax: 336-379-7164
Contact: Jason T. Laquatra**

Master Agreement	Document No.	Document Title	Page 2 of 5
	M-06146762	License Plate Reader PR095	
	Buyer Name Jamie Cox (FAC-OMPS)		

Terms and Conditions

Master Agreement

Section 1

Scope of Contract

The Office of Material and Procurement Services issues this **Master Agreement** for:
Remington Elsig MPH-900 LPR System

Section 2

Initial Contract Period

The contract will be for the initial period of **one (1) year from the date of award.**

Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for **four (4) additional one-year periods.** This extension must have the written approval of the Vendor and the Office of Material and Procurement Services. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 3

Agencies to be Served

This contract shall be for use by the following agency of the Commonwealth of Kentucky:

Kentucky State Police

Section 4

Warranty

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. The vendor not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the vendor, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

Section 5

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the

Master Agreement	Document No.	Document Title	Page 3 of 5
	M-06146762	License Plate Reader PR095	
	Buyer Name Jamie Cox (FAC-OMPS)		

contract shall remain firm for the contract period subject to the following:

A: Price Increases: **A price increase will not be allowed during the first twelve (12) months of the contract.** Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Material and Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Material and Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Material and Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 6

Post Contract Agreements

This contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 7

Equipment / New Technology

All equipment must be a new and current model. The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the vendor may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

Master Agreement	Document No.	Document Title	Page 4 of 5
	M-06146762	License Plate Reader PR09'S	
	Buyer Name Jamie Cox (FAC-OMPS)		

Section 8

Equipment / Condition

Unless otherwise indicated in the contract, it is understood and agreed that any item offered or shipped on this contract shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

Section 9

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this contract are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 10

Manuals

Instruction and operating manuals shall be furnished for all equipment installed.

Section 11

Distribution of Literature

Upon request, the Vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 12

FOB Basis of Shipment – Vendor Responsible

The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Section 13

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel the contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Material and Procurement Services canceling the contract.

Section 14

Addition or Deletion of Items or Services

The Office of Material and Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to this contract. The Office of Material

Master Agreement	Document No.	Document Title	Page 5 of 5
	M-06146762	License Plate Reader PR095	
	Buyer Name Jamie Cox (FAC-OMPS)		

and Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 15

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the vendor to notify the Office of Material and Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 16

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 17

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 18

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this contract shall be brought in state or federal court in **Franklin County, Kentucky**.

Section 19

ALL PROVISIONS OF SOLICITATION (S-06146762) SHALL BE PART OF THIS MASTER AGREEMENT.

The Commonwealth of
Kentucky

(DRAFT)

PURCHASE REQUEST

1200-DD12-HSSBZS3Z

1200-DD12-HSSHDDHZ

Page 1 of 1 PROQS

Purchase Request No: R-06146762

Action Type:

IMPORTANT

Show Purchase Request number on all correspondence.

Requisition Date: 09 May 2006

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KSP FINANCIAL/GRANT MANAGEMENT
ATTN: COMMANDER
919 VERSAILLES RD
FRANKFORT KY 40601
Phone: (502) 695-6350 ()
FAX: (502) 573-1439

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KSP FINANCIAL/GRANT MANAGEMENT
ATTN: COMMANDER
919 VERSAILLES RD
FRANKFORT KY 40601
Phone: (502) 695-6350 ext ()
FAX: (502) 573-1439

Suggested Vendors:

REMINGTON ELSAG LAW ENFORCE

Line	Description	Due Date	Quantity	Unit Issue	Unit Price	Misc.	Total Price
0001	Police Automated License Plate Reader		3.0000	Each	\$21,050.00000	\$0.00	\$63,150.00

Extended Description

Police Automated License Plate Reader

See Specifications Attached!

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KSP SPECIAL OPERATIONS
ATTN: COMMANDER
5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30
LEXINGTON KY 40516
Phone: (859) 293-4500 ()
Fax: (859) 293-4530

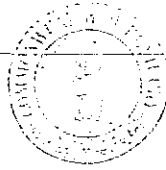
<This address is applicable to all line items>

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KSP SPECIAL OPERATIONS
ATTN: COMMANDER
5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30
LEXINGTON KY 40516
Phone: (859) 293-4500 ()
Fax: (859) 293-4530

<This address is applicable to all line items>

Total Order Amount \$63,150.00

*Approved
05/09/06 S. Wadman*



ERNIE FLETCHER
GOVERNOR

KENTUCKY STATE POLICE
919 VERSAILLES ROAD
FRANKFORT, KY 40601
www.kentucky.gov

MARK L. MILLER
COMMISSIONER

To: Secretary Robbie Rudolph

From: Mark L. Miller
Commissioner, Kentucky State Police

Date: April 13, 2006

Subject: Request to Purchase Mobile Automatic License Plate Reader
Homeland Security Grants

PRO95
R06146762

Ky State Police would like to purchase 3 Automatic License Plate Readers (LPR) with a cost not to exceed \$64000.00 paid through Homeland Security Grants

The License Plate Reader (LPR) works at highway speeds - it can read oncoming vehicles at varying speeds even in excess of 75 mph. The LPR can read 500 license plates in one hour with a false positive occurring in less than 1 in 100,000. The mobile LPR reads and files vehicle number plates in real time using digital micro cameras and video processing devices. The LPR is dual purpose, since it is mobile it can be mounted to a marked State Patrol car, or if needed at a special security event an LPR could be used on an unmarked vehicle.

Currently officers have to read plates and call them into a center to verify the status of a wanted vehicle. Officers tend to check only license plates that are suspicious or to confirm what they already may know. By contrast this Automatic License Plate Reader can be fed a list of license numbers either manually or through NCIC and then placed at major highway corridors, major events or high risk areas where terrorist activity is likely to occur. The system will alert the LPR operator visually and auditorily when a hit occurs and will generate a recording of the license number, time, date and GPS coordinates.

Thank you for your consideration.

Mark L. Miller, Commissioner

☒ Approved

4-18-06

Maj Mike Sapp

☐ Disapproved

Date

Name, Title

Comments:

☒ Approved

4-13-06

LTC Dean Hayes

☐ Disapproved

Date

Name, Title

Comments:

☒ Approved

4/18/06

PS/L AR

☐ Disapproved

Date

Name, Title

Comments:

☒ Approved

04/18/06

Stefan Wodun

☐ Disapproved

Date

Name, Title

Comments:

☐ Approved

☐ Disapproved

Date

Name, Title

Comments:

☐ Approved

☐ Disapproved

Date

Name, Title

Comments:

☐ Approved

☐ Disapproved

Date

Name, Title

Comments:

☐ Approved

☐ Disapproved

Date

Name, Title

Comments:

Robbie Rudolph, Secretary
Finance and Administration Cabinet
Ref: License Plate Reader
April 13, 2006

HB 269

1. Is this a NEW purchase (not a replacement of damaged or lost items)? If "yes," please prepare documentation signed by Commissioner Miller containing the following information.

Yes, this is a NEW purchase

- a. Documentation that the item being purchased is not a replacement of damaged or lost items.
Automatic License Plate Reader
- b. Documentation on the necessity of the purchase
The necessity of the purchase is based on the requirements set down by Dept. of Homeland Security.
- c. Documentation of the impact on government services if the purchase is not made
This automatic license plate reader can scan 500 license plates an hour, with a false positive occuring in less than 1 in 100,000 reads. This is a mobile system
- d. An estimate of the amount of the purchase
\$64,000.00
- e. The source of funds that will be used to pay for the item(s)
FY 05 State Homeland Security Grant Program
There is no requirement for the state to match this grant.

This documentation must be provided to the Financial & Grants Management Branch before any purchase can continue with obtaining authorization.

The Commonwealth of
Kentucky
(DRAFT)

INVOICE

1200-DD12-HSSHPHDZ
1200-DD12-HSSBZSSZ

Page 1 of 1

Invoice No: I-06218837

IMPORTANT

Show Invoice number on all
correspondence.

Description: Remington ELSAG Law Enf. D-06207141

Sub Type: Delivery Order-Standard

Received Date: 05 Jun 2006

Release Date:

Payment Date:

Cited Authority: Solicitation Authority

REMINGTON ELSAG LAW ENFORCE
203 E. CREEK RIDGE ROAD
GREENSBORO NC 27406
USA

REMINGTON ELSAG LAW ENF SYS
P O BOX 504111
ST. LOUIS MO 63150-4111
USA

Line	Description	Due Date	Quantity	Unit Issue	Unit Price	Misc.	Total Price
0001	Police Automated License Plate Reader		3.0000	Each	\$20,100.00000	\$0.00	\$60,300.00

Vendor Invoice No: 151

Order Number: D-06207141

Extended Description

KSP # 757083, 757084, & 757085

Remington Elsag MPH-900 LPR System

Police Automated License Plate Reader

KSP SPECIAL OPERATIONS
ATTN: COMMANDER
5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30
LEXINGTON KY 40516
Phone: (859) 293-4500 ()
Fax: (859) 293-4530

<This address is applicable to all line items>

KSP SPECIAL OPERATIONS
ATTN: COMMANDER
5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30
LEXINGTON KY 40516
Phone: (859) 293-4500 ()
Fax: (859) 293-4530

<This address is applicable to all line items>

Total Invoiced Amount \$60,300.00

*Approved
06/05/06 S. Woodman*

Remington ELSAG Law Enforcement Systems

PO Box 1046
Madison, NC 27025
United States

Voice: 336-379-7135
Fax: 336-379-7164

Invoice Number: 151
Invoice Date: May 30, 2006
Page: 1
Duplicate

Bill To:
Kentucky State Police Spec Oper 5751 Briar Hill Rd, Bldg 30 Bl Grass Station Bldg 30 Attn Com Lexington, KY 40516 United States

Ship to:
Kentucky State Police Spec Oper 5751 Briar Hill Rd, Bldg 30 Bl Grass Station Bldg 30 Attn Com Lexington, KY 40516 United States

Customer ID	Customer PO	Payment Terms	
KENTUCKY STATE POLIC	D-06207141	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
LAQUATRA	Best Way		6/29/06

Quantity	Item	Description	Unit Price	Amount
3.00	110009A	MPH900 Trans 735A Split	20,100.00	60,300.00
<i>Property No. 757083 757084 757085</i>				
Subtotal				60,300.00
Sales Tax				
Total Invoice Amount				60,300.00
Payment/Credit Applied				
TOTAL				60,300.00

Remit To: Remington ELSAG Law Enforcement Systems, LLC
P.O. Box 504111
St. Louis, MO 63150-4111

Except where prohibited by law, past due accounts are subject to a service and interest charge of 1.5% per month or maximum amount allowed by law, whichever is less. Returned merchandise is not accepted without return authorization from customer service. Claims for shortage or damage are controlled by the RELES standard conditions of sale.

KENTUCKY STATE POLICE PURCHASE/PAY REQUEST FORM

SR 086

All purchase requests shall comply with KSP General Order AM-C-9 and Finance & Administration Cabinet Manual of Policies & Procedures <http://www.state.ky.us/agencies/finance/manuals/pol&proc/MAPS-Index.htm>. A price quote is required even if the item(s) are from a Prime Vendor, Master Agreement or Catalog Master Agreement. Note: items over \$500 require KSP property numbers to be included with the invoice when requesting payment through the Financial & Grants Management Branch.

☒ REQUEST TO PURCHASE

☒ REQUEST TO PAY

Type of Purchase ☒ Equipment ☐ Supplies ☐ Operating ☐ Travel ☐ Other

Source of Funds:

☐ State/Agency

☒ Federal

Grant Category Homeland Security Grants

Grant Name 1 Bufferzone - 1200-520-DD12-HS5BZ-S3Z

Federal MARS # HDZ #5062 Hazardous

2 from 1200-520-DD12-HS5HD-

Product Information (If requesting more than one item, attach a complete list with the following information)

Product Description License Plate Readers

Product Part/Serial/Model (Important) # MPH-900

Product Quantity 3 Price Each (including shipping/freight) \$21050.00 Product Total Cost \$63150.00

Delivery Date After Receiving Order MUST HAVE PRIOR TO 05/30/06 - Maxiflat Grant Closes

Suggested Vendor (This section must be completed by the requestor)

Vendor Name Remington ELSAG Law Enforcement

Vendor Address 870 Remington Drive

Madison

NC

27025

Street

City

State

Zip

Vendor Federal ID (Important) # 800119568

Phone 410-744-3091

Fax

Price Contract/Master Agreement? ☒ No

Yes, Contract #

(Please contact KSP Purchasing Officer at 502/695-6350 for Contract/Master Agreement number if unknown)

Ship To:

Name Jeff Mayberry

Title Captain

Address 5751 Briar Hill Road

Lexington

KY

40516

Street

City

State

Zip

Attachment Checklist:

- Memo to Commander, Financial & Grants Management Branch, from the requesting Commander

(NOTE: If purchase request is funded through a grant, this memo is not required.)

☒ Yes

☐ NA

- Quotes

Note: If total is \$1,000-\$2,999, one (1) vendor quote is required. If total is \$3,000 or more, three (3) quotes are required. All quotes must be less than sixty (60) days old. Quotes can be faxed, but must be on the vendor's letterhead and include part numbers with shipping/freight included in each unit cost.

☐ Quotes Attached

☐ Yes

☒ NA

- Memo to KSP Commissioner if replacement equipment/furniture (include property number(s) of replaced item(s)).

☒ Yes

☐ NA

- House Bill 269 Memo from KSP Commissioner through Justice Secretary to Finance Administration Cabinet Commissioner justifying new equipment/furniture (\$1,000 or more) and proposed source of funds. (See K:Financial & Grants Management for HB269 template for new equipment or furniture purchases).

☐ Yes

☒ NA

- Sole Source letter if requesting this exemption.

☐ Yes

☒ NA

- Computer Technology Approval for computer related purchases.

☐ Yes

☒ NA

- Strategic Alliance Services (SAS) request or waiver for Information Technology projects greater than \$400,000.

☐ Yes

☒ NA

Authorization:

Special Operations

Section Name or Post Number

Commander's Signature (Required)

04-13-06

Date

For Financial & Grants Management Branch Use:

Branch Log Number

Federal Tracker Log Number

Federal Amount: \$

Match Amount: \$

Total Amount: \$

Funds Availability Signature:

☐ Agency Funds

☐ Federal Funds

☐ Purchase Less than \$1,000

Authorized by:

☐ Purchase \$1,000 or more

Authorized by:

Financial Management Pay Document Number:

- 5206 -

PR Number:

R-06146762

875m-06146762

The Commonwealth of Kentucky

DELIVERY ORDER

(APPROVED)

1200-DD12-HSSHDH
12000-DD12-HSSBZSS

Page 1 of 1

Master Agreement No. M-06146762

Delivery Order No: D-06207141

IMPORTANT

Show Delivery Order number on all
packages, invoices, and correspondence.
Complete packing list must accompany
each shipment.

Description: License Plate Reader

Sub Type: Delivery Order-Standard

Effective Date: 25 May 2006

Expiration Date: 30 Jun 2006

Administered By: COMMANDER

Cited Authority: 218

Telephone: (502) 695-6350 ext ()

Issued By: COMMANDER

Credit Card Payment: ☒ No ☐ Yes

Card Number:

CONT
RAC
TOR

REMINGTON ELSAG LAW ENFORCE
203 E. CREEK RIDGE ROAD
GREENSBORO NC 27406
USA

Line	Description	Due Date	Quantity	Unit Issue	Unit Price	Misc.	Total Price
0001	Police Automated License Plate Reader		3.0000	Each	\$20,100.00000	\$0.00	\$60,300.00

Extended Description

Remington Elsas MPH-900 LPR System

Police Automated License Plate Reader

Additional Markings and Instructions

ATT: Captain Jeff Mayberry

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Phone: (859) 293-4500 ()
Fax: (859) 293-4530

<This address is applicable to all line items>

Total Order Amount \$60,300.00

Faxed to DMPS

Faxed to Vendor

Call to Vendor

Hard Copy Mailed to

5-25-06 JJE

Capt. Mayberry

5-25-06
JJE

The Commonwealth of Kentucky

DELIVERY ORDER

1200-DD12-HSSHDDZ
1200-DD12-HSSBZS32

Page 1 of 1

Master Agreement No. M-06146762

Delivery Order No: D-06207141

IMPORTANT

Show Delivery Order number on all packages, invoices, and correspondence. Complete packing list must accompany each shipment.

Description: License Plate Reader

Sub Type: Delivery Order-Standard

Effective Date: 25 May 2006

Expiration Date: 30 Jun 2006

Administered By: COMMANDER

Cited Authority: 218

Telephone: (502) 695-6350 ext ()

Issued By: COMMANDER

Credit Card Payment: ☒ No ☐ Yes

Card Number:

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REMINGTON ELSAG LAW ENFORCE
203 E. CREEK RIDGE ROAD
GREENSBORO NC 27406
USA

Line	Description	Due Date	Quantity	Unit Issue	Unit Price	Misc.	Total Price
0001	Police Automated License Plate Reader		3.0000	Each	\$20,100.00000	\$0.00	\$60,300.00

Extended Description

Remington Elsas MPH-900 LPR System

Police Automated License Plate Reader

Additional Markings and Instructions

ATT: Captain Jeff Mayberry

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KSP SPECIAL OPERATIONS
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<This address is applicable to all line items>

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KSP SPECIAL OPERATIONS
ATTN: COMMANDER
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LEXINGTON KY 40516
Phone: (859) 293-4500 ()
Fax: (859) 293-4530

<This address is applicable to all line items>

Total Order Amount \$60,300.00

*Approved
05/26/06 S. Wood*



**LINK USER AGREEMENT
LAW INFORMATION NETWORK OF KENTUCKY
USER AGREEMENT
TERMINAL AGENCY
(REVISED AUGUST 2007)**

TERMINAL AGENCY ORI: KY0300000

This agreement is made and entered into this 1 day of September, 2009, by and between the Kentucky State Police, the CJIS Systems Agency (CSA), the administrator of a computerized law enforcement information system, hereinafter referred to as Law Information Network of Kentucky (LINK), and Daviess County Sheriff's Office hereinafter referred to as User Agency. The agreement shall remain in effect until canceled by written notification by either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

DEFINITIONS OF ELIGIBLE AGENCIES

The terminal agency must meet the criteria for one (1) of the following categories.

Category 1: Law Enforcement or Criminal Justice Agencies

A Law Enforcement Agency is defined as any agency responsible for enforcement of general criminal laws, including municipal police agencies, sheriff departments, county police agencies, state police agencies, federal law enforcement agencies, or similar agencies. A Criminal Justice Agency is any governmental agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute, and which allocates a substantial part of its annual budget to the administration of criminal justice. Criminal Justice Agencies include such agencies as Courts, County Attorneys, Commonwealth Attorneys, Jailers, Probation and Parole Officers, and Pre-trial Release Offices. Only agencies which meet the definition of law enforcement/criminal justice as contained in the Department of Justice Regulations on Criminal Justice Information (Title 28, Code of Federal Regulations) and have an Originating Agency Identifier (ORI) assigned by the FBI may qualify for via a LINK Terminal, under this category. Title 28, Part 20, CFR, contains the definition of the "administration of criminal justice" for these purposes.

Category 2: Central Dispatch Agencies

A Central Dispatch Agency must be under the "management control" of a single law enforcement/criminal justice agency or a governing board of directors, which is comprised of a majority of law enforcement/criminal justice agency members, if the agency is to be eligible for a LINK Terminal. If under the management control of a Board, the Central Dispatch Agency hereby certifies that a majority of the members comprising the governing board of the Central Dispatch Agency are criminal justice or law enforcement, as defined in Title 28, Part 20, CFR. Management Control is defined as the authority to set and enforce (1) Priorities; (2) Standards for the selection, supervision, and termination of personnel, (3) Policy governing the operation of computers, circuits and telecommunications terminals. Such management control guarantees the priority service needed by the criminal justice community. Management Control applies to both the LINK Terminal and the personnel used to access the terminal. Central Dispatch Agencies must provide the State CJIS Systems Agency a copy any interlocal agreements or resolutions setting up the Center. Management Control of the equipment and the personnel must be clearly stated in

such interlocal agreements or resolutions. If under the control of a single law enforcement/criminal justice agency, the law enforcement/criminal justice agency must have a written agreement with the administrators of the non-criminal justice entity operating the center assuring that the law enforcement/criminal justice agency has management control as defined above. If under the control of a Board, the Central Dispatch agencies must hold regular meetings, at least once a quarter, or more frequently, with a majority of the board in attendance and must forward a copy of the minutes of the meeting to the State CJIS Systems Officer (CSO) within 10 days. These agencies may be assigned an ORI number ending with the alphabetic character N.

Category 3: Other authorized users

This category consists of other authorized users, which have a limited access ORI assigned by FBI for specific purposes. This category includes such agencies as a noncriminal justice governmental department of motor vehicles or driver license registry, established by a state statute, which provides vehicle registration and driver record information to criminal justice agencies and has an essential need to access the License Plate, Vehicle, and Vehicle/Boat Part Files. Such agencies may be authorized limited but direct access to Wanted Person, Missing Person, Unidentified Person, License Plate, Vehicle, and Vehicle/Boat Part Files if approved by the CJIS Systems Agency. These agencies are not authorized access to other files. These agencies are assigned an ORI number ending with the alphabetic character P or V.

At this location, the Terminal Agency is identified as an agency in:

Category 1 ☒ Law Enforcement/Criminal Justice
Category 2 ☐ Central Dispatch Agency
Category 3 ☐ Other Authorized User

PURPOSE OF LINK USER AGREEMENT

This agreement provides for the Kentucky State Police to serve as the agency responsible for statewide exchange of criminal offender record information and other law enforcement and criminal justice information between the Law Information Network of Kentucky (LINK), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunication System (NLETS) and the User Agency.

LINK NETWORK STANDARDS

User Agency agrees to limit access to information received through LINK to its own employees and other law enforcement or criminal justice agencies which have entered into a Satellite Non-terminal agreement with the User Agency or with the Kentucky State Police. Non-criminal justice information, such as information contained within the HAZMAT File, may be disseminated to anyone charged with the responsibility of public safety, such as emergency management personnel. Also, information contained within the records of the LINK Domestic Violence File may be disseminated, without user agreement, to representatives of the Department for Social Services, Human Resources Cabinet.

LINK Terminal Agencies may also disseminate, without a User Agreement, Kentucky Vehicle Registration and Kentucky Driver Licensing information to Non-Criminal Justice Governmental Agencies or their representatives. Dissemination of this information may also extend to Non-Governmental representatives who are under governmental contract to provide public service. Vehicle Registration information authorized for dissemination to Non-Criminal Justice Agencies shall include only data received from inquiries through LINK and limited to Kentucky databases (Kentucky only vehicle registration data). Driver Licensing information authorized for dissemination to Non-Criminal Justice Agencies shall include only the data received from inquiries through LINK and limited to Kentucky databases (Kentucky only driver license information). This access does not include authorization to access NCIC or other state databases through NLETS. This limited access may be granted by the terminal agency, but the terminal

agency is in no way obligated to provide this access. This limited access to LINK only Vehicle and Driver License files was requested by many LINK Terminal Agencies to allow for use by such non-criminal justice governmental agencies such as parking enforcement units/personnel which are not part of the Police Department, for Fire Departments when responding to vehicle fires, and for "governmental" ambulance services, if needed in the performance of Public Safety services.

Stolen vehicle data received from a vehicle registration inquiry shall not be disseminated to Non-Criminal Justice Agencies, but shall be immediately referred to an appropriate Law Enforcement Agency for investigation. Terminal Agencies shall continue to recognize that information available from NCIC and LINK has priority for Criminal Justice Agencies and information provided for any other authorized purpose will receive secondary consideration. Further, terminal agencies providing authorized information to Non-Criminal Justice Agencies shall not be permitted to collect fees or otherwise contract for payment to provide such service.

CRIMINAL HISTORY RESTRICTIONS (IF ACCESS IS AUTHORIZED)

All inquiries to the Criminal History Files will be automatically logged by the front end computer switch located at the Kentucky State Police Computer Room. If the Criminal History information is released outside the agency making the original request, a Secondary Dissemination Log shall be maintained for a period of one (1) year by the agency or person making the secondary dissemination. Information may only be shared with other Criminal Justice agencies and only for an official criminal justice purpose.

All hard copies of inquiry and response messages should be destroyed immediately upon the use of the data for which the original inquiry was made.

Copies of criminal history record information and other sensitive data obtained from the terminal must be afforded security to prevent any unauthorized access to or use of the data.

All hard copies of Criminal History Record Information (III) obtained from the LINK terminal will be shredded after utilization for the purpose for which they were run.

Criminal history/III records must be maintained in a secure records environment. Such storage of records will be maintained for extended periods only when the Criminal History Record Information (III) records are key elements for the integrity/utility of the case files where they are retained. Copies of criminal history record information should not be placed in any file which is subject to the Kentucky Open Records Act or the Federal Freedom of Information Act, unless the agency has formal procedures in place to review the file and remove such documents from the file prior to release. When the case file is closed, the User Agency must shred the Criminal History information obtained from the LINK Terminal in a secure manner.

Responses to computerized criminal history inquiries shall not be transmitted by radio except when an officer determines there is an immediate need for this information to further an investigation, or there is a situation affecting the safety of another officer or the general public.

Computerized criminal history inquiries shall be made only for Criminal Justice or Criminal Justice employment purposes.

The Originating Agency Identifier (ORI) of the agency requesting the criminal history record inquiry must be used.

Extreme caution shall be exercised to ensure the inquiry response is returned to the proper authority.

User Agency must adhere to all CJIS guidelines concerning the use of Criminal History Information, including the most recent CJIS Security Policy.

The Full Name of the recipient will be placed in the attention field (ATN/) on all criminal history file inquiries.

A specific reason will be placed in the reason (RSN) field on all criminal history file inquiries. i.e. case number, citation number, CAD incident number, or other specific reason.

TERMINATION

The Kentucky State Police reserves the right to immediately suspend furnishing any information provided for in this agreement to the User Agency when any rule, procedure or policy adopted by the Kentucky State Police, NCIC Advisory Policy Board, FBI/NCIC or NLETS has been violated or appears to have been violated by the User Agency. Suspension may also be imposed for violation of any law of this state, or the federal government, applicable to the security and privacy of information received. The Kentucky State Police may reinstate the User Agency when violations are resolved to the satisfaction of the CJIS Systems Agency, FBI/NCIC or NLETS.

Ultimately, sanctions may be imposed by the State CJIS Systems Officer. A listing of sanction levels and reasons for sanctions is shown in the LINK Provisions Guidelines.

LINK NETWORK SECURITY

The rules, regulations and policies of LINK, NCIC and NLETS as they apply to criminal history record information (computerized or manual), wanted missing person and stolen property record data and all other criminal justice and law enforcement related information transmitted or received are incorporated by reference into this agreement. The User Agency acknowledges awareness of the aforementioned rules, regulations and policies and agrees to comply with their dictates as long as this agreement remains effective.

The following documents are incorporated by reference and made part of this agreement:

- *Interstate Identification Index Guidelines, NCIC 2000 Operating Manual, UCR Handbook, and National Incident-Based Reporting System.*
- *Minutes of the CJIS Advisory Policy Board meetings*
- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
- *Title 28, Code of Federal Regulations, Part 20*
- *CJIS Security Policy to include all elements of the NCIC Computerized Criminal History Program Background, Concept and Policy*
- *NCIC Technical and Operational Updates, CJIS Information Letters.*
- *Applicable federal and state laws and regulations*

User Agency acknowledges that computer system use will be monitored by LINK and NCIC control terminals.

User Agency acknowledges that any software loaded onto its LINK terminal for agency use must receive prior approval from the State CJIS Systems Officer. Agencies which use software that has not been approved for use will be sanctioned by the State CJIS Systems Officer and system damage resulting from the use of unapproved software may be the responsibility of the User Agency.

At no time will User Agency personnel access or attempt to access network Directory Files. Any violations will cause the agency to be placed in a Class "A" Sanction, which will result in termination of service to the User Agency.

MISCELLANEOUS PROVISIONS

User Agency agrees to indemnify and save harmless, the Kentucky State Police, its officials and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability for damages by reason of, or arising out of, any false arrest or imprisonment, or any cause if damage results therefrom, arising out of or involving any negligence on the part of the User Agency in the exercise or enjoyment of this agreement.

LEVELS OF ACCESS

At this location the terminal is granted access at the following level.

- ☐ LEN MDT "INQUIRY ONLY" - WITHOUT III ACCESS
- ☐ INQUIRY ONLY CAPABILITY -- WITHOUT III ACCESS
- ☐ INQUIRY ONLY CAPABILITY -- WITH III ACCESS
- ☐ ENTRY AND INQUIRY CAPABILITY -- WITHOUT III ACCESS
- ☒ ENTRY AND INQUIRY CAPABILITY -- WITH III ACCESS

AGREEMENT PERIOD

This agreement shall remain in effect until canceled by written notification of either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials:

KENTUCKY STATE POLICE

By LIC [Signature]
CJIS System Officer (CSO)

Date 10/15/09

USER AGENCY

By [Signature]
Terminal Agency
Chief Administrator
Sheriff Keith Cain

Date August 31, 2009



**LINK USER AGREEMENT
LAW INFORMATION NETWORK OF KENTUCKY
USER AGREEMENT
TERMINAL AGENCY
(REVISED AUGUST 2007)**

TERMINAL AGENCY ORI: KY0340200

This agreement is made and entered into this 1ST day of AUGUST 2007, by and between the Kentucky State Police, the CJIS Systems Agency (CSA), the administrator of a computerized law enforcement information system, thereafter referred to as Law Information Network of Kentucky (LINK), and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF POLICE, hereinafter referred to as User Agency. The agreement shall remain in effect until canceled by written notification by either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

DEFINITIONS OF ELIGIBLE AGENCIES

The terminal agency must meet the criteria for one (1) of the following categories.

Category 1: Law Enforcement or Criminal Justice Agencies

A Law Enforcement Agency is defined as any agency responsible for enforcement of general criminal laws, including municipal police agencies, sheriff departments, county police agencies, state police agencies, federal law enforcement agencies, or similar agencies. A Criminal Justice Agency is any governmental agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute, and which allocates a substantial part of its annual budget to the administration of criminal justice. Criminal Justice Agencies include such agencies as Courts, County Attorneys, Commonwealth Attorneys, Jailers, Probation and Parole Officers, and Pre-trial Release Offices. Only agencies which meet the definition of law enforcement/criminal justice as contained in the Department of Justice Regulations on Criminal Justice Information (Title 28, Code of Federal Regulations) and have an Originating Agency Identifier (ORI) assigned by the FBI may qualify for via a LINK Terminal, under this category. Title 28, Part 20, CFR, contains the definition of the "administration of criminal justice" for these purposes.

Category 2: Central Dispatch Agencies

A Central Dispatch Agency must be under the "management control" of a single law enforcement/criminal justice agency or a governing board of directors, which is comprised of a majority of law enforcement/criminal justice agency members, if the agency is to be eligible for a LINK Terminal. If under the management control of a Board, the Central Dispatch Agency hereby certifies that a majority of the members comprising the governing board of the Central Dispatch Agency are criminal justice or law enforcement, as defined in Title 28, Part 20, CFR. Management Control is defined as the authority to set and enforce (1) Priorities; (2) Standards for the selection, supervision, and termination of personnel, (3) Policy governing the operation of computers, circuits and telecommunications terminals. Such management control guarantees the priority service needed by the criminal justice community. Management Control applies to both the LINK Terminal and the personnel used to access the terminal. Central Dispatch Agencies must provide the State CJIS Systems Agency a copy any interlocal agreements or resolutions

setting up the Center. Management Control of the equipment and the personnel must be clearly stated in such interlocal agreements or resolutions. If under the control of a single law enforcement/criminal justice agency, the law enforcement/criminal justice agency must have a written agreement with the administrators of the non-criminal justice entity operating the center assuring that the law enforcement/criminal justice agency has management control as defined above. If under the control of a Board, the Central Dispatch agencies must hold regular meetings, at least once a quarter, or more frequently, with a majority of the board in attendance and must forward a copy of the minutes of the meeting to the State CJIS Systems Officer (CSO) within 10 days. These agencies may be assigned an ORI number ending with the alphabetic character N.

Category 3: Other authorized users

This category consists of other authorized users, which have a limited access ORI assigned by FBI for specific purposes. This category includes such agencies as a noncriminal justice governmental department of motor vehicles or driver license registry, established by a state statute, which provides vehicle registration and driver record information to criminal justice agencies and has an essential need to access the License Plate, Vehicle, and Vehicle/Boat Part Files. Such agencies may be authorized limited but direct access to Wanted Person, Missing Person, Unidentified Person, License Plate, Vehicle, and Vehicle/Boat Part Files if approved by the CJIS Systems Agency. These agencies are not authorized access to other files. These agencies are assigned an ORI number ending with the alphabetic character P or V.

At this location, the Terminal Agency is identified as an agency in:

- Category 1 ☒ Law Enforcement/Criminal Justice
Category 2 ☐ Central Dispatch Agency
Category 3 ☐ Other Authorized User

PURPOSE OF LINK USER AGREEMENT

This agreement provides for the Kentucky State Police to serve as the agency responsible for statewide exchange of criminal offender record information and other law enforcement and criminal justice information between the Law Information Network of Kentucky (LINK), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunication System (NLETS) and the User Agency.

LINK NETWORK STANDARDS

User Agency agrees to limit access to information received through LINK to its own employees and other law enforcement or criminal justice agencies which have entered into a Satellite Non-terminal agreement with the User Agency or with the Kentucky State Police. Non-criminal justice information, such as information contained within the HAZMAT File, may be disseminated to anyone charged with the responsibility of public safety, such as emergency management personnel. Also, information contained within the records of the LINK Domestic Violence File may be disseminated, without user agreement, to representatives of the Department for Social Services, Human Resources Cabinet.

LINK Terminal Agencies may also disseminate, without a User Agreement, Kentucky Vehicle Registration and Kentucky Driver Licensing information to Non-Criminal Justice Governmental Agencies or their representatives. Dissemination of this information may also extend to Non-Governmental representatives who are under governmental contract to provide public service. Vehicle Registration information authorized for dissemination to Non-Criminal Justice Agencies shall include only data received from inquiries through LINK and limited to Kentucky databases (Kentucky only vehicle registration data). Driver Licensing information authorized for dissemination to Non-Criminal Justice Agencies shall include only the data received from inquiries through LINK and limited to Kentucky databases (Kentucky only driver license information). This access does not include authorization to access NCIC or other state

databases through NLETS. This limited access may be granted by the terminal agency, but the terminal agency is in no way obligated to provide this access. This limited access to LINK only Vehicle and Driver License files was requested by many LINK Terminal Agencies to allow for use by such non-criminal justice governmental agencies such as parking enforcement units/personnel which are not part of the Police Department, for Fire Departments when responding to vehicle fires, and for "governmental" ambulance services, if needed in the performance of Public Safety services.

Stolen vehicle data received from a vehicle registration inquiry shall not be disseminated to Non-Criminal Justice Agencies, but shall be immediately referred to an appropriate Law Enforcement Agency for investigation. Terminal Agencies shall continue to recognize that information available from NCIC and LINK has priority for Criminal Justice Agencies and information provided for any other authorized purpose will receive secondary consideration. Further, terminal agencies providing authorized information to Non-Criminal Justice Agencies shall not be permitted to collect fees or otherwise contract for payment to provide such service.

CRIMINAL HISTORY RESTRICTIONS (IF ACCESS IS AUTHORIZED)

All inquiries to the Criminal History Files will be automatically logged by the front end computer switch located at the Kentucky State Police Computer Room. If the Criminal History information is released outside the agency making the original request, a Secondary Dissemination Log shall be maintained for a period of one (1) year by the agency or person making the secondary dissemination. Information may only be shared with other Criminal Justice agencies and only for an official criminal justice purpose.

All hard copies of inquiry and response messages should be destroyed immediately upon the use of the data for which the original inquiry was made.

Copies of criminal history record information and other sensitive data obtained from the terminal must be afforded security to prevent any unauthorized access to or use of the data.

All hard copies of Criminal History Record Information (III) obtained from the LINK terminal will be shredded after utilization for the purpose for which they were run.

Criminal history/III records must be maintained in a secure records environment. Such storage of records will be maintained for extended periods only when the Criminal History Record Information (III) records are key elements for the integrity/utility of the case files where they are retained. Copies of criminal history record information should not be placed in any file which is subject to the Kentucky Open Records Act or the Federal Freedom of Information Act, unless the agency has formal procedures in place to review the file and remove such documents from the file prior to release. When the case file is closed, the User Agency must shred the Criminal History information obtained from the LINK Terminal in a secure manner.

Responses to computerized criminal history inquiries shall not be transmitted by radio except when an officer determines there is an immediate need for this information to further an investigation, or there is a situation affecting the safety of another officer or the general public.

Computerized criminal history inquiries shall be made only for Criminal Justice or Criminal Justice employment purposes.

The Originating Agency Identifier (ORI) of the agency requesting the criminal history record inquiry must be used.

Extreme caution shall be exercised to ensure the inquiry response is returned to the proper authority.

User Agency must adhere to all CJIS guidelines concerning the use of Criminal History Information, including the most recent CJIS Security Policy.

The Full Name of the recipient will be placed in the attention field (ATN/) on all criminal history file inquiries.

A specific reason will be placed in the reason (RSN) field on all criminal history file inquiries. i.e. case number, citation number, CAD incident number, or other specific reason.

TERMINATION

The Kentucky State Police reserves the right to immediately suspend furnishing any information provided for in this agreement to the User Agency when any rule, procedure or policy adopted by the Kentucky State Police, NCIC Advisory Policy Board, FBI/NCIC or NLETS has been violated or appears to have been violated by the User Agency. Suspension may also be imposed for violation of any law of this state, or the federal government, applicable to the security and privacy of information received. The Kentucky State Police may reinstate the User Agency when violations are resolved to the satisfaction of the CJIS Systems Agency, FBI/NCIC or NLETS.

Ultimately, sanctions may be imposed by the State CJIS Systems Officer. A listing of sanction levels and reasons for sanctions is shown in the LINK Provisions Guidelines.

LINK NETWORK SECURITY

The rules, regulations and policies of LINK, NCIC and NLETS as they apply to criminal history record information (computerized or manual), wanted/missing person and stolen property record data and all other criminal justice and law enforcement related information transmitted or received are incorporated by reference into this agreement. The User Agency acknowledges awareness of the aforementioned rules, regulations and policies and agrees to comply with their dictates as long as this agreement remains effective.

The following documents are incorporated by reference and made part of this agreement:

- *Interstate Identification Index Guidelines, NCIC 2000 Operating Manual, UCR Handbook, and National Incident-Based Reporting System.*
- *Minutes of the CJIS Advisory Policy Board meetings.*
- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
- *Title 28, Code of Federal Regulations, Part 20.*
- *CJIS Security Policy to include all elements of the NCIC Computerized Criminal History Program Background, Concept and Policy.*
- *NCIC Technical and Operational Updates, CJIS Information Letters.*
- *Applicable federal and state laws and regulations.*

User Agency acknowledges that computer system use will be monitored by LINK and NCIC control terminals.

User Agency acknowledges that any software loaded onto its LINK terminal for agency use must receive prior approval from the State CJIS Systems Officer. Agencies which use software that has not been approved for use will be sanctioned by the State CJIS Systems Officer and system damage resulting from the use of unapproved software may be the responsibility of the User Agency.

At no time will User Agency personnel access or attempt to access network Directory Files. Any violations will cause the agency to be placed in a Class "A" Sanction, which will result in termination of service to the User Agency.

MISCELLANEOUS PROVISIONS

User Agency agrees to indemnify and save harmless, the Kentucky State Police, its officials and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability for damages by reason of, or arising out of, any false arrest or imprisonment, or any cause if damage results therefrom, arising out of or involving any negligence on the part of the User Agency in the exercise or enjoyment of this agreement.

LEVELS OF ACCESS

At this location the terminal is granted access at the following level.

- ☒ **LEN MDT "INQUIRY ONLY" -- WITHOUT III ACCESS**
- ☐ **INQUIRY ONLY CAPABILITY -- WITHOUT III ACCESS**
- ☐ **INQUIRY ONLY CAPABILITY -- WITH III ACCESS**
- ☐ **ENTRY AND INQUIRY CAPABILITY -- WITHOUT III ACCESS**
- ☒ **ENTRY AND INQUIRY CAPABILITY -- WITH III ACCESS**

AGREEMENT PERIOD

This agreement shall remain in effect until canceled by written notification of either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials:

KENTUCKY STATE POLICE

By St. Cd. [Signature]
CJIS System Officer (CSO)

USER AGENCY

By [Signature]
Terminal Agency
Chief Administrator

Date 2/7/08

Date 1/28/08



**LINK USER AGREEMENT
LAW INFORMATION NETWORK OF KENTUCKY
USER AGREEMENT
TERMINAL AGENCY
(REVISED AUGUST 2007)**

TERMINAL AGENCY ORI: KY0560400

This agreement is made and entered into this 1ST day of AUGUST 2007, by and between the Kentucky State Police, the CJIS Systems Agency (CSA), the administrator of a computerized law enforcement information system, thereafter referred to as Law Information Network of Kentucky (LINK), and SHIVELY POLICE DEPARTMENT hereinafter referred to as User Agency. The agreement shall remain in effect until canceled by written notification by either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

DEFINITIONS OF ELIGIBLE AGENCIES

The terminal agency must meet the criteria for one (1) of the following categories.

Category 1: Law Enforcement or Criminal Justice Agencies

A Law Enforcement Agency is defined as any agency responsible for enforcement of general criminal laws, including municipal police agencies, sheriff departments, county police agencies, state police agencies, federal law enforcement agencies, or similar agencies. A Criminal Justice Agency is any governmental agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute, and which allocates a substantial part of its annual budget to the administration of criminal justice. Criminal Justice Agencies include such agencies as Courts, County Attorneys, Commonwealth Attorneys, Jailers, Probation and Parole Officers, and Pre-trial Release Offices. Only agencies which meet the definition of law enforcement/criminal justice as contained in the Department of Justice Regulations on Criminal Justice Information (Title 28, Code of Federal Regulations) and have an Originating Agency Identifier (ORI) assigned by the FBI may qualify for via a LINK Terminal, under this category. Title 28, Part 20, CFR, contains the definition of the "administration of criminal justice" for these purposes.

Category 2: Central Dispatch Agencies

A Central Dispatch Agency must be under the "management control" of a single law enforcement/criminal justice agency or a governing board of directors, which is comprised of a majority of law enforcement/criminal justice agency members, if the agency is to be eligible for a LINK Terminal. If under the management control of a Board, the Central Dispatch Agency hereby certifies that a majority of the members comprising the governing board of the Central Dispatch Agency are criminal justice or law enforcement, as defined in Title 28, Part 20, CFR. Management Control is defined as the authority to set and enforce (1) Priorities; (2) Standards for the selection, supervision, and termination of personnel, (3) Policy governing the operation of computers, circuits and telecommunications terminals. Such management control guarantees the priority service needed by the criminal justice community. Management Control applies to both the LINK Terminal and the personnel used to access the terminal. Central Dispatch Agencies must provide the State CJIS Systems Agency a copy any interlocal agreements or resolutions setting up the Center. Management Control of the equipment and the personnel must be clearly stated in

such interlocal agreements or resolutions. If under the control of a single law enforcement/criminal justice agency, the law enforcement/criminal justice agency must have a written agreement with the administrators of the non-criminal justice entity operating the center assuring that the law enforcement/criminal justice agency has management control as defined above. If under the control of a Board, the Central Dispatch agencies must hold regular meetings, at least once a quarter, or more frequently, with a majority of the board in attendance and must forward a copy of the minutes of the meeting to the State CJIS Systems Officer (CSO) within 10 days. These agencies may be assigned an ORI number ending with the alphabetic character N.

Category 3: Other authorized users

This category consists of other authorized users, which have a limited access ORI assigned by FBI for specific purposes. This category includes such agencies as a noncriminal justice governmental department of motor vehicles or driver license registry, established by a state statute, which provides vehicle registration and driver record information to criminal justice agencies and has an essential need to access the License Plate, Vehicle, and Vehicle/Boat Part Files. Such agencies may be authorized limited but direct access to Wanted Person, Missing Person, Unidentified Person, License Plate, Vehicle, and Vehicle/Boat Part Files if approved by the CJIS Systems Agency. These agencies are not authorized access to other files. These agencies are assigned an ORI number ending with the alphabetic character P or V.

At this location, the Terminal Agency is identified as an agency in:

- Category 1 ☒ Law Enforcement/Criminal Justice
Category 2 ☐ Central Dispatch Agency
Category 3 ☐ Other Authorized User

PURPOSE OF LINK USER AGREEMENT

This agreement provides for the Kentucky State Police to serve as the agency responsible for statewide exchange of criminal offender record information and other law enforcement and criminal justice information between the Law Information Network of Kentucky (LINK), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunication System (NLETS) and the User Agency.

LINK NETWORK STANDARDS

User Agency agrees to limit access to information received through LINK to its own employees and other law enforcement or criminal justice agencies which have entered into a Satellite Non-terminal agreement with the User Agency or with the Kentucky State Police. Non-criminal justice information, such as information contained within the HAZMAT File, may be disseminated to anyone charged with the responsibility of public safety, such as emergency management personnel. Also, information contained within the records of the LINK Domestic Violence File may be disseminated, without user agreement, to representatives of the Department for Social Services, Human Resources Cabinet.

LINK Terminal Agencies may also disseminate, without a User Agreement, Kentucky Vehicle Registration and Kentucky Driver Licensing information to Non-Criminal Justice Governmental Agencies or their representatives. Dissemination of this information may also extend to Non-Governmental representatives who are under governmental contract to provide public service. Vehicle Registration information authorized for dissemination to Non-Criminal Justice Agencies shall include only data received from inquiries through LINK and limited to Kentucky databases (Kentucky only vehicle registration data). Driver Licensing information authorized for dissemination to Non-Criminal Justice Agencies shall include only the data received from inquiries through LINK and limited to Kentucky databases (Kentucky only driver license information). This access does not include authorization to access NCIC or other state databases through NLETS. This limited access may be granted by the terminal agency, but the terminal

agency is in no way obligated to provide this access. This limited access to LINK only Vehicle and Driver License files was requested by many LINK Terminal Agencies to allow for use by such non-criminal justice governmental agencies such as parking enforcement units/personnel which are not part of the Police Department, for Fire Departments when responding to vehicle fires, and for "governmental" ambulance services, if needed in the performance of Public Safety services.

Stolen vehicle data received from a vehicle registration inquiry shall not be disseminated to Non-Criminal Justice Agencies, but shall be immediately referred to an appropriate Law Enforcement Agency for investigation. Terminal Agencies shall continue to recognize that information available from NCIC and LINK has priority for Criminal Justice Agencies and information provided for any other authorized purpose will receive secondary consideration. Further, terminal agencies providing authorized information to Non-Criminal Justice Agencies shall not be permitted to collect fees or otherwise contract for payment to provide such service.

CRIMINAL HISTORY RESTRICTIONS (IF ACCESS IS AUTHORIZED)

All inquiries to the Criminal History Files will be automatically logged by the front end computer switch located at the Kentucky State Police Computer Room. If the Criminal History information is released outside the agency making the original request, a Secondary Dissemination Log shall be maintained for a period of one (1) year by the agency or person making the secondary dissemination. Information may only be shared with other Criminal Justice agencies and only for an official criminal justice purpose.

All hard copies of inquiry and response messages should be destroyed immediately upon the use of the data for which the original inquiry was made.

Copies of criminal history record information and other sensitive data obtained from the terminal must be afforded security to prevent any unauthorized access to or use of the data.

All hard copies of Criminal History Record Information (III) obtained from the LINK terminal will be shredded after utilization for the purpose for which they were run.

Criminal history/III records must be maintained in a secure records environment. Such storage of records will be maintained for extended periods only when the Criminal History Record Information (III) records are key elements for the integrity/utility of the case files where they are retained. Copies of criminal history record information should not be placed in any file which is subject to the Kentucky Open Records Act or the Federal Freedom of Information Act, unless the agency has formal procedures in place to review the file and remove such documents from the file prior to release. When the case file is closed, the User Agency must shred the Criminal History information obtained from the LINK Terminal in a secure manner.

Responses to computerized criminal history inquiries shall not be transmitted by radio except when an officer determines there is an immediate need for this information to further an investigation, or there is a situation affecting the safety of another officer or the general public.

Computerized criminal history inquiries shall be made only for Criminal Justice or Criminal Justice employment purposes.

The Originating Agency Identifier (ORI) of the agency requesting the criminal history record inquiry must be used.

Extreme caution shall be exercised to ensure the inquiry response is returned to the proper authority.

User Agency must adhere to all CJIS guidelines concerning the use of Criminal History Information, including the most recent CJIS Security Policy.

The Full Name of the recipient will be placed in the attention field (ATN/) on all criminal history file inquiries.

A specific reason will be placed in the reason (RSN) field on all criminal history file inquiries. i.e. case number, citation number, CAD incident number, or other specific reason.

TERMINATION

The Kentucky State Police reserves the right to immediately suspend furnishing any information provided for in this agreement to the User Agency when any rule, procedure or policy adopted by the Kentucky State Police, NCIC Advisory Policy Board, FBI/NCIC or NLETS has been violated or appears to have been violated by the User Agency. Suspension may also be imposed for violation of any law of this state, or the federal government, applicable to the security and privacy of information received. The Kentucky State Police may reinstate the User Agency when violations are resolved to the satisfaction of the CJIS Systems Agency, FBI/NCIC or NLETS.

Ultimately, sanctions may be imposed by the State CJIS Systems Officer. A listing of sanction levels and reasons for sanctions is shown in the LINK Provisions Guidelines.

LINK NETWORK SECURITY

The rules, regulations and policies of LINK, NCIC and NLETS as they apply to criminal history record information (computerized or manual), wanted/missing person and stolen property record data and all other criminal justice and law enforcement related information transmitted or received are incorporated by reference into this agreement. The User Agency acknowledges awareness of the aforementioned rules, regulations and policies and agrees to comply with their dictates as long as this agreement remains effective.

The following documents are incorporated by reference and made part of this agreement:

- *Interstate Identification Index Guidelines, NCIC 2000 Operating Manual, UCR Handbook, and National Incident-Based Reporting System.*
- *Minutes of the CJIS Advisory Policy Board meetings.*
- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
- *Title 28, Code of Federal Regulations, Part 20.*
- *CJIS Security Policy to include all elements of the NCIC Computerized Criminal History Program Background, Concept and Policy.*
- *NCIC Technical and Operational Updates, CJIS Information Letters.*
- *Applicable federal and state laws and regulations.*

User Agency acknowledges that computer system use will be monitored by LINK and NCIC control terminals.

User Agency acknowledges that any software loaded onto its LINK terminal for agency use must receive prior approval from the State CJIS Systems Officer. Agencies which use software that has not been approved for use will be sanctioned by the State CJIS Systems Officer and system damage resulting from the use of unapproved software may be the responsibility of the User Agency.

At no time will User Agency personnel access or attempt to access network Directory Files. Any violations will cause the agency to be placed in a Class "A" Sanction, which will result in termination of service to the User Agency.

MISCELLANEOUS PROVISIONS

User Agency agrees to indemnify and save harmless, the Kentucky State Police, its officials and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability for damages by reason of, or arising out of, any false arrest or imprisonment, or any cause if damage results therefrom, arising out of or involving any negligence on the part of the User Agency in the exercise or enjoyment of this agreement.

LEVELS OF ACCESS

At this location the terminal is granted access at the following level.

- ☒ **LEN MDT "INQUIRY ONLY" -- WITHOUT III ACCESS**
- ☐ **INQUIRY ONLY CAPABILITY -- WITHOUT III ACCESS**
- ☐ **INQUIRY ONLY CAPABILITY -- WITH III ACCESS**
- ☐ **ENTRY AND INQUIRY CAPABILITY -- WITHOUT III ACCESS**
- ☒ **ENTRY AND INQUIRY CAPABILITY -- WITH III ACCESS**

AGREEMENT PERIOD

This agreement shall remain in effect until canceled by written notification of either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials:

KENTUCKY STATE POLICE

By Major Paul Bates
CJIS System Officer (CSO)

USER AGENCY

By Carl R. M. [Signature]
Terminal Agency
Chief Administrator

Date 10/1/07

Date 08/17/07



**LINK USER AGREEMENT
LAW INFORMATION NETWORK OF KENTUCKY
USER AGREEMENT
TERMINAL AGENCY
(REVISED AUGUST 2007)**

TERMINAL AGENCY ORI: KY0590500

This agreement is made and entered into this 13 day of FEBRUARY, 2012 by and between the Kentucky State Police, the CJIS Systems Agency (CSA), the administrator of a computerized law enforcement information system, thereafter referred to as Law Information Network of Kentucky (LINK), and KENTON COUNTY POLICE DEPARTMENT hereinafter referred to as User Agency. The agreement shall remain in effect until canceled by written notification by either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

DEFINITIONS OF ELIGIBLE AGENCIES

The terminal agency must meet the criteria for one (1) of the following categories.

Category 1: Law Enforcement or Criminal Justice Agencies

A Law Enforcement Agency is defined as any agency responsible for enforcement of general criminal laws, including municipal police agencies, sheriff departments, county police agencies, state police agencies, federal law enforcement agencies, or similar agencies. A Criminal Justice Agency is any governmental agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute, and which allocates a substantial part of its annual budget to the administration of criminal justice. Criminal Justice Agencies include such agencies as Courts, County Attorneys, Commonwealth Attorneys, Jailers, Probation and Parole Officers, and Pre-trial Release Offices. Only agencies which meet the definition of law enforcement/criminal justice as contained in the Department of Justice Regulations on Criminal Justice Information (Title 28, Code of Federal Regulations) and have an Originating Agency Identifier (ORI) assigned by the FBI may qualify for via a LINK Terminal, under this category. Title 28, Part 20, CFR, contains the definition of the "administration of criminal justice" for these purposes.

Category 2: Central Dispatch Agencies

A Central Dispatch Agency must be under the "management control" of a single law enforcement/criminal justice agency or a governing board of directors, which is comprised of a majority of law enforcement/criminal justice agency members, if the agency is to be eligible for a LINK Terminal. If under the management control of a Board, the Central Dispatch Agency hereby certifies that a majority of the members comprising the governing board of the Central Dispatch Agency are criminal justice or law enforcement, as defined in Title 28, Part 20, CFR. Management Control is defined as the authority to set and enforce (1) Priorities; (2) Standards for the selection, supervision, and termination of personnel, (3) Policy governing the operation of computers, circuits and telecommunications terminals. Such management control guarantees the priority service needed by the criminal justice community. Management Control applies to both the LINK Terminal and the personnel used to access the terminal. Central Dispatch Agencies must provide the State CJIS Systems Agency a copy any interlocal agreements

or resolutions setting up the Center. Management Control of the equipment and the personnel must be clearly stated in such interlocal agreements or resolutions. If under the control of a single law enforcement/criminal justice agency, the law enforcement/criminal justice agency must have a written agreement with the administrators of the non-criminal justice entity operating the center assuring that the law enforcement/criminal justice agency has management control as defined above. If under the control of a Board, the Central Dispatch agencies must hold regular meetings, at least once a quarter, or more frequently, with a majority of the board in attendance and must forward a copy of the minutes of the meeting to the State CJIS Systems Officer (CSO) within 10 days. These agencies may be assigned an ORI number ending with the alphabetic character N.

Category 3: Other authorized users

This category consists of other authorized users, which have a limited access ORI assigned by FBI for specific purposes. This category includes such agencies as a noncriminal justice governmental department of motor vehicles or driver license registry, established by a state statute, which provides vehicle registration and driver record information to criminal justice agencies and has an essential need to access the License Plate, Vehicle, and Vehicle/Boat Part Files. Such agencies may be authorized limited but direct access to Wanted Person, Missing Person, Unidentified Person, License Plate, Vehicle, and Vehicle/Boat Part Files if approved by the CJIS Systems Agency. These agencies are not authorized access to other files. These agencies are assigned an ORI number ending with the alphabetic character P or V.

At this location, the Terminal Agency is identified as an agency in:

Category 1 ☒ Law Enforcement/Criminal Justice
Category 2 ☐ Central Dispatch Agency
Category 3 ☐ Other Authorized User

PURPOSE OF LINK USER AGREEMENT

This agreement provides for the Kentucky State Police to serve as the agency responsible for statewide exchange of criminal offender record information and other law enforcement and criminal justice information between the Law Information Network of Kentucky (LINK), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunication System (NLETS) and the User Agency.

LINK NETWORK STANDARDS

User Agency agrees to limit access to information received through LINK to its own employees and other law enforcement or criminal justice agencies which have entered into a Satellite Non-terminal agreement with the User Agency or with the Kentucky State Police. Non-criminal justice information, such as information contained within the HAZMAT File, may be disseminated to anyone charged with the responsibility of public safety, such as emergency management personnel. Also, information contained within the records of the LINK Domestic Violence File may be disseminated, without user agreement, to representatives of the Department for Social Services, Human Resources Cabinet.

LINK Terminal Agencies may also disseminate, without a User Agreement, Kentucky Vehicle Registration and Kentucky Driver Licensing information to Non-Criminal Justice Governmental Agencies or their representatives. Dissemination of this information may also extend to Non-Governmental representatives who are under governmental contract to provide public service. Vehicle Registration information authorized for dissemination to Non-Criminal Justice Agencies shall include only data received from inquiries through LINK and limited to Kentucky databases (Kentucky only vehicle registration data). Driver Licensing information authorized for dissemination to Non-Criminal Justice Agencies shall include only the data received from inquiries through LINK and limited to Kentucky databases (Kentucky only

driver license information). This access does not include authorization to access NCIC or other state databases through NLETS. This limited access may be granted by the terminal agency, but the terminal agency is in no way obligated to provide this access. This limited access to LINK only Vehicle and Driver License files was requested by many LINK Terminal Agencies to allow for use by such non-criminal justice governmental agencies such as parking enforcement units/personnel which are not part of the Police Department, for Fire Departments when responding to vehicle fires, and for "governmental" ambulance services, if needed in the performance of Public Safety services.

Stolen vehicle data received from a vehicle registration inquiry shall not be disseminated to Non-Criminal Justice Agencies, but shall be immediately referred to an appropriate Law Enforcement Agency for investigation. Terminal Agencies shall continue to recognize that information available from NCIC and LINK has priority for Criminal Justice Agencies and information provided for any other authorized purpose will receive secondary consideration. Further, terminal agencies providing authorized information to Non-Criminal Justice Agencies shall not be permitted to collect fees or otherwise contract for payment to provide such service.

CRIMINAL HISTORY RESTRICTIONS (IF ACCESS IS AUTHORIZED)

All inquiries to the Criminal History Files will be automatically logged by the front end computer switch located at the Kentucky State Police Computer Room. If the Criminal History information is released outside the agency making the original request, a Secondary Dissemination Log shall be maintained for a period of one (1) year by the agency or person making the secondary dissemination. Information may only be shared with other Criminal Justice agencies and only for an official criminal justice purpose.

All hard copies of inquiry and response messages should be destroyed immediately upon the use of the data for which the original inquiry was made.

Copies of criminal history record information and other sensitive data obtained from the terminal must be afforded security to prevent any unauthorized access to or use of the data.

All hard copies of Criminal History Record Information (III) obtained from the LINK terminal will be shredded after utilization for the purpose for which they were run.

Criminal history/III records must be maintained in a secure records environment. Such storage of records will be maintained for extended periods only when the Criminal History Record Information (III) records are key elements for the integrity/utility of the case files where they are retained. Copies of criminal history record information should not be placed in any file which is subject to the Kentucky Open Records Act or the Federal Freedom of Information Act, unless the agency has formal procedures in place to review the file and remove such documents from the file prior to release. When the case file is closed, the User Agency must shred the Criminal History information obtained from the LINK Terminal in a secure manner.

Responses to computerized criminal history inquiries shall not be transmitted by radio except when an officer determines there is an immediate need for this information to further an investigation, or there is a situation affecting the safety of another officer or the general public.

Computerized criminal history inquiries shall be made only for Criminal Justice or Criminal Justice employment purposes.

The Originating Agency Identifier (ORI) of the agency requesting the criminal history record inquiry must be used.

Extreme caution shall be exercised to ensure the inquiry response is returned to the proper authority.

User Agency must adhere to all CJIS guidelines concerning the use of Criminal History Information, including the most recent CJIS Security Policy.

The Full Name of the recipient will be placed in the attention field (ATN/) on all criminal history file inquiries.

A specific reason will be placed in the reason (RSN) field on all criminal history file inquiries. i.e. case number, citation number, CAD incident number, or other specific reason.

TERMINATION

The Kentucky State Police reserves the right to immediately suspend furnishing any information provided for in this agreement to the User Agency when any rule, procedure or policy adopted by the Kentucky State Police, NCIC Advisory Policy Board, FBI/NCIC or NLETS has been violated or appears to have been violated by the User Agency. Suspension may also be imposed for violation of any law of this state, or the federal government, applicable to the security and privacy of information received. The Kentucky State Police may reinstate the User Agency when violations are resolved to the satisfaction of the CJIS Systems Agency, FBI/NCIC or NLETS.

Ultimately, sanctions may be imposed by the State CJIS Systems Officer. A listing of sanction levels and reasons for sanctions is shown in the LINK Provisions Guidelines.

LINK NETWORK SECURITY

The rules, regulations and policies of LINK, NCIC and NLETS as they apply to criminal history record information (computerized or manual), wanted/missing person and stolen property record data and all other criminal justice and law enforcement related information transmitted or received are incorporated by reference into this agreement. The User Agency acknowledges awareness of the aforementioned rules, regulations and policies and agrees to comply with their dictates as long as this agreement remains effective.

The following documents are incorporated by reference and made part of this agreement:

- *Interstate Identification Index Guidelines, NCIC 2000 Operating Manual, UCR Handbook, and National Incident-Based Reporting System.*
- *Minutes of the CJIS Advisory Policy Board meetings.*
- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
- *Title 28, Code of Federal Regulations, Part 20.*
- *CJIS Security Policy to include all elements of the NCIC Computerized Criminal History Program Background, Concept and Policy.*
- *NCIC Technical and Operational Updates, CJIS Information Letters.*
- *Applicable federal and state laws and regulations.*

User Agency acknowledges that computer system use will be monitored by LINK and NCIC control terminals.

User Agency acknowledges that any software loaded onto its LINK terminal for agency use must receive prior approval from the State CJIS Systems Officer. Agencies which use software that has not been

approved for use will be sanctioned by the State CJIS Systems Officer and system damage resulting from the use of unapproved software may be the responsibility of the User Agency.

At no time will User Agency personnel access or attempt to access network Directory Files. Any violations will cause the agency to be placed in a Class "A" Sanction, which will result in termination of service to the User Agency.

MISCELLANEOUS PROVISIONS

User Agency agrees to indemnify and save harmless, the Kentucky State Police, its officials and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability for damages by reason of, or arising out of, any false arrest or imprisonment, or any cause if damage results therefrom, arising out of or involving any negligence on the part of the User Agency in the exercise or enjoyment of this agreement.

LEVELS OF ACCESS

At this location the terminal is granted access at the following level.

- ☐ LEN MDT "INQUIRY ONLY" - WITHOUT III ACCESS
- ☐ LICENSE PLATE READER FILE ACCESS
- ☐ INQUIRY ONLY CAPABILITY -- WITHOUT III ACCESS
- ☐ INQUIRY ONLY CAPABILITY -- WITH III ACCESS
- ☐ ENTRY AND INQUIRY CAPABILITY -- WITHOUT III ACCESS
- ☒ ENTRY AND INQUIRY CAPABILITY -- WITH III ACCESS

AGREEMENT PERIOD

This agreement shall remain in effect until canceled by written notification of either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials:

KENTUCKY STATE POLICE

By TC. Beck
CJIS System Officer (CSO)

Date 3/1/12

USER AGENCY

By Brane Capps
Terminal Agency
Chief Administrator

Date 2/10/12



**LINK USER AGREEMENT
LAW INFORMATION NETWORK OF KENTUCKY
USER AGREEMENT
TERMINAL AGENCY
(REVISED AUGUST 2007)**

TERMINAL AGENCY ORI: KY0568000

This agreement is made and entered into this 12TH day of DECEMBER 2007, by and between the Kentucky State Police, the CJIS Systems Agency (CSA), the administrator of a computerized law enforcement information system, thereafter referred to as Law Information Network of Kentucky (LINK), and LOUISVILLE METRO POLICE DEPARTMENT hereinafter referred to as User Agency. The agreement shall remain in effect until canceled by written notification by either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

DEFINITIONS OF ELIGIBLE AGENCIES

The terminal agency must meet the criteria for one (1) of the following categories.

Category 1: Law Enforcement or Criminal Justice Agencies

A Law Enforcement Agency is defined as any agency responsible for enforcement of general criminal laws, including municipal police agencies, sheriff departments, county police agencies, state police agencies, federal law enforcement agencies, or similar agencies. A Criminal Justice Agency is any governmental agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute, and which allocates a substantial part of its annual budget to the administration of criminal justice. Criminal Justice Agencies include such agencies as Courts, County Attorneys, Commonwealth Attorneys, Jailers, Probation and Parole Officers, and Pre-trial Release Offices. Only agencies which meet the definition of law enforcement/criminal justice as contained in the Department of Justice Regulations on Criminal Justice Information (Title 28, Code of Federal Regulations) and have an Originating Agency Identifier (ORI) assigned by the FBI may qualify for via a LINK Terminal, under this category. Title 28, Part 20, CFR, contains the definition of the "administration of criminal justice" for these purposes.

Category 2: Central Dispatch Agencies

A Central Dispatch Agency must be under the "management control" of a single law enforcement/criminal justice agency or a governing board of directors, which is comprised of a majority of law enforcement/criminal justice agency members, if the agency is to be eligible for a LINK Terminal. If under the management control of a Board, the Central Dispatch Agency hereby certifies that a majority of the members comprising the governing board of the Central Dispatch Agency are criminal justice or law enforcement, as defined in Title 28, Part 20, CFR. Management Control is defined as the authority to set and enforce (1) Priorities; (2) Standards for the selection, supervision, and termination of personnel, (3) Policy governing the operation of computers, circuits and telecommunications terminals. Such management control guarantees the priority service needed by the criminal justice community. Management Control applies to both the LINK Terminal and the personnel used to access the terminal. Central Dispatch Agencies must provide the State CJIS Systems Agency a copy any interlocal agreements or resolutions setting up the Center. Management Control of the equipment and the personnel must be clearly stated in

such interlocal agreements or resolutions. If under the control of a single law enforcement/criminal justice agency, the law enforcement/criminal justice agency must have a written agreement with the administrators of the non-criminal justice entity operating the center assuring that the law enforcement/criminal justice agency has management control as defined above. If under the control of a Board, the Central Dispatch agencies must hold regular meetings, at least once a quarter, or more frequently, with a majority of the board in attendance and must forward a copy of the minutes of the meeting to the State CJIS Systems Officer (CSO) within 10 days. These agencies may be assigned an ORI number ending with the alphabetic character N.

Category 3: Other authorized users

This category consists of other authorized users, which have a limited access ORI assigned by FBI for specific purposes. This category includes such agencies as a noncriminal justice governmental department of motor vehicles or driver license registry, established by a state statute, which provides vehicle registration and driver record information to criminal justice agencies and has an essential need to access the License Plate, Vehicle, and Vehicle/Boat Part Files. Such agencies may be authorized limited but direct access to Wanted Person, Missing Person, Unidentified Person, License Plate, Vehicle, and Vehicle/Boat Part Files if approved by the CJIS Systems Agency. These agencies are not authorized access to other files. These agencies are assigned an ORI number ending with the alphabetic character P or V.

At this location, the Terminal Agency is identified as an agency in:

- Category 1 ☒ Law Enforcement/Criminal Justice
Category 2 ☐ Central Dispatch Agency
Category 3 ☐ Other Authorized User

PURPOSE OF LINK USER AGREEMENT

This agreement provides for the Kentucky State Police to serve as the agency responsible for statewide exchange of criminal offender record information and other law enforcement and criminal justice information between the Law Information Network of Kentucky (LINK), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunication System (NLETS) and the User Agency.

LINK NETWORK STANDARDS

User Agency agrees to limit access to information received through LINK to its own employees and other law enforcement or criminal justice agencies which have entered into a Satellite Non-terminal agreement with the User Agency or with the Kentucky State Police. Non-criminal justice information, such as information contained within the HAZMAT File, may be disseminated to anyone charged with the responsibility of public safety, such as emergency management personnel. Also, information contained within the records of the LINK Domestic Violence File may be disseminated, without user agreement, to representatives of the Department for Social Services, Human Resources Cabinet.

LINK Terminal Agencies may also disseminate, without a User Agreement, Kentucky Vehicle Registration and Kentucky Driver Licensing information to Non-Criminal Justice Governmental Agencies or their representatives. Dissemination of this information may also extend to Non-Governmental representatives who are under governmental contract to provide public service. Vehicle Registration information authorized for dissemination to Non-Criminal Justice Agencies shall include only data received from inquiries through LINK and limited to Kentucky databases (Kentucky only vehicle registration data). Driver Licensing information authorized for dissemination to Non-Criminal Justice Agencies shall include only the data received from inquiries through LINK and limited to Kentucky databases (Kentucky only driver license information). This access does not include authorization to access NCIC or other state databases through NLETS. This limited access may be granted by the terminal agency, but the terminal

agency is in no way obligated to provide this access. This limited access to LINK only Vehicle and Driver License files was requested by many LINK Terminal Agencies to allow for use by such non-criminal justice governmental agencies such as parking enforcement units/personnel which are not part of the Police Department, for Fire Departments when responding to vehicle fires, and for "governmental" ambulance services, if needed in the performance of Public Safety services.

Stolen vehicle data received from a vehicle registration inquiry shall not be disseminated to Non-Criminal Justice Agencies, but shall be immediately referred to an appropriate Law Enforcement Agency for investigation. Terminal Agencies shall continue to recognize that information available from NCIC and LINK has priority for Criminal Justice Agencies and information provided for any other authorized purpose will receive secondary consideration. Further, terminal agencies providing authorized information to Non-Criminal Justice Agencies shall not be permitted to collect fees or otherwise contract for payment to provide such service.

CRIMINAL HISTORY RESTRICTIONS (IF ACCESS IS AUTHORIZED)

All inquiries to the Criminal History Files will be automatically logged by the front end computer switch located at the Kentucky State Police Computer Room. If the Criminal History information is released outside the agency making the original request, a Secondary Dissemination Log shall be maintained for a period of one (1) year by the agency or person making the secondary dissemination. Information may only be shared with other Criminal Justice agencies and only for an official criminal justice purpose.

All hard copies of inquiry and response messages should be destroyed immediately upon the use of the data for which the original inquiry was made.

Copies of criminal history record information and other sensitive data obtained from the terminal must be afforded security to prevent any unauthorized access to or use of the data.

All hard copies of Criminal History Record Information (III) obtained from the LINK terminal will be shredded after utilization for the purpose for which they were run.

Criminal history/III records must be maintained in a secure records environment. Such storage of records will be maintained for extended periods only when the Criminal History Record Information (III) records are key elements for the integrity/utility of the case files where they are retained. Copies of criminal history record information should not be placed in any file which is subject to the Kentucky Open Records Act or the Federal Freedom of Information Act, unless the agency has formal procedures in place to review the file and remove such documents from the file prior to release. When the case file is closed, the User Agency must shred the Criminal History information obtained from the LINK Terminal in a secure manner.

Responses to computerized criminal history inquiries shall not be transmitted by radio except when an officer determines there is an immediate need for this information to further an investigation, or there is a situation affecting the safety of another officer or the general public.

Computerized criminal history inquiries shall be made only for Criminal Justice or Criminal Justice employment purposes.

The Originating Agency Identifier (ORI) of the agency requesting the criminal history record inquiry must be used.

Extreme caution shall be exercised to ensure the inquiry response is returned to the proper authority.

User Agency must adhere to all CJIS guidelines concerning the use of Criminal History Information, including the most recent CJIS Security Policy.

The Full Name of the recipient will be placed in the attention field (ATN/) on all criminal history file inquiries.

A specific reason will be placed in the reason (RSN) field on all criminal history file inquiries. i.e. case number, citation number, CAD incident number, or other specific reason.

TERMINATION

The Kentucky State Police reserves the right to immediately suspend furnishing any information provided for in this agreement to the User Agency when any rule, procedure or policy adopted by the Kentucky State Police, NCIC Advisory Policy Board, FBI/NCIC or NLETS has been violated or appears to have been violated by the User Agency. Suspension may also be imposed for violation of any law of this state, or the federal government, applicable to the security and privacy of information received. The Kentucky State Police may reinstate the User Agency when violations are resolved to the satisfaction of the CJIS Systems Agency, FBI/NCIC or NLETS.

Ultimately, sanctions may be imposed by the State CJIS Systems Officer. A listing of sanction levels and reasons for sanctions is shown in the LINK Provisions Guidelines.

LINK NETWORK SECURITY

The rules, regulations and policies of LINK, NCIC and NLETS as they apply to criminal history record information (computerized or manual), wanted/missing person and stolen property record data and all other criminal justice and law enforcement related information transmitted or received are incorporated by reference into this agreement. The User Agency acknowledges awareness of the aforementioned rules, regulations and policies and agrees to comply with their dictates as long as this agreement remains effective.

The following documents are incorporated by reference and made part of this agreement:

- *Interstate Identification Index Guidelines, NCIC 2000 Operating Manual, UCR Handbook, and National Incident-Based Reporting System.*
- *Minutes of the CJIS Advisory Policy Board meetings.*
- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
- *Title 28, Code of Federal Regulations, Part 20.*
- *CJIS Security Policy to include all elements of the NCIC Computerized Criminal History Program Background, Concept and Policy.*
- *NCIC Technical and Operational Updates, CJIS Information Letters.*
- *Applicable federal and state laws and regulations.*

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User Agency acknowledges that any software loaded onto its LINK terminal for agency use must receive prior approval from the State CJIS Systems Officer. Agencies which use software that has not been approved for use will be sanctioned by the State CJIS Systems Officer and system damage resulting from the use of unapproved software may be the responsibility of the User Agency.

At no time will User Agency personnel access or attempt to access network Directory Files. Any violations will cause the agency to be placed in a Class "A" Sanction, which will result in termination of service to the User Agency.

MISCELLANEOUS PROVISIONS

User Agency agrees to indemnify and save harmless, the Kentucky State Police, its officials and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability for damages by reason of, or arising out of, any false arrest or imprisonment, or any cause if damage results therefrom, arising out of or involving any negligence on the part of the User Agency in the exercise or enjoyment of this agreement.

LEVELS OF ACCESS

At this location the terminal is granted access at the following level.

- ☒ LEN MDT "INQUIRY ONLY" - WITHOUT III ACCESS
- ☐ INQUIRY ONLY CAPABILITY -- WITHOUT III ACCESS
- ☐ INQUIRY ONLY CAPABILITY -- WITH III ACCESS
- ☐ ENTRY AND INQUIRY CAPABILITY -- WITHOUT III ACCESS
- ☒ ENTRY AND INQUIRY CAPABILITY -- WITH III ACCESS

AGREEMENT PERIOD

This agreement shall remain in effect until canceled by written notification of either signee or until such time that either signee no longer holds the positional authority to negotiate the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials:

KENTUCKY STATE POLICE

By Mga [Signature]
CHIS System Officer (CSO)

Date 1/2/08

USER AGENCY

By [Signature]
Terminal Agency
Chief Administrator

Date 12/18/07