The Commonwealth of Kentucky

MASTER AGREEMENT

(APPROVED)

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
Telephone: (502) 695-6300 ext ( )

Cited Authority: 218
Issued By: JAMIE COX, FINANCE BUYER

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

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Del. Days</th>
<th>Quantity</th>
<th>Unit Issue</th>
<th>Unit Price</th>
<th>Misc</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>Police Automated License Plate Reader</td>
<td>2</td>
<td>0.0000</td>
<td>Each</td>
<td>$20,100.0000</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Extended Description
Remington Elsag MPH-900 LPR System
Police Automated License Plate Reader

Additional Markings and Instructions
ITT: 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

Fax to DMPS
Faxed to Vendor 5-25-06 29 E
Call to Vendor
Hard Copy Mailed to Capt. Mayberry 5-25-06 29 E
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
Terms and Conditions

Master Agreement

Section 1
Scope of Contract
The Office of Material and Procurement Services issues this Master Agreement for:
Remington Elsag 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
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.
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
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.
**PURCHASE REQUEST**

**Action Type:** (DRAFT)

**Purchase Request No:** R-06146762

**Requisition Date:** 09 May 2006

### Suggested Vendors:
**REMINGTON ELSAG LAW ENFORCE**

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Due Date</th>
<th>Quantity</th>
<th>Unit Issue</th>
<th>Unit Price</th>
<th>Misc.</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
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<td>Police Automated License Plate Reader</td>
<td>3.0000 Each</td>
<td>$21,050.00</td>
<td>$0.00</td>
<td>$63,150.00</td>
<td></td>
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</tbody>
</table>

**Extended Description**

Police Automated License Plate Reader

See Specifications Attached

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**Total Order Amount:** $63,150.00

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**ATTN:** COMMANDER

**919 VERSAILLES RD**

**FRANKFORT KY 40601**

**Phone:** (502) 695-5350

**Fax:** (502) 573-1439

---

**ATTN:** COMMANDER

**5751 BRIAR HILL RD #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*
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

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
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 occurring 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**

<table>
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<tr>
<th>Vendor Invoice No:</th>
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<tbody>
<tr>
<td>Order Number:</td>
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**Description:** Remington ELSAG Law Enf, D-06207141

**Sub Type:** Delivery Order-Standard

<table>
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<th>Line</th>
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**Extended Description**

KSP # 757083, 757084, & 757085

Remington Elsag MPH-900 LPR System

Police Automated License Plate Reader

<table>
<thead>
<tr>
<th>KSP SPECIAL OPERATIONS</th>
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<tr>
<td>ATTN: COMMANDER</td>
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</tr>
<tr>
<td>5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30</td>
<td>5751 BRIAR HILL RD BLDG #30 BLUE GRASS STATION BLDG 30</td>
</tr>
<tr>
<td>LEXINGTON KY 40516</td>
<td>LEXINGTON KY 40516</td>
</tr>
<tr>
<td>Phone: (859) 293-4500 ()</td>
<td>Phone: (859) 293-4500 ()</td>
</tr>
<tr>
<td>Fax: (859) 293-4530</td>
<td>Fax: (859) 293-4530</td>
</tr>
</tbody>
</table>

Total Invoiced Amount $60,300.00

- 5204 -
Remington ELSAG Law Enforcement Systems  
PO Box 1046  
Madison, NC 27025  
United States  

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

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  

<table>
<thead>
<tr>
<th>Customer ID</th>
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<table>
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<td>LAQUATRA</td>
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<td>20,100.00</td>
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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.
REQUEST TO PURCHASE

Vendor Authorization:

Compuler Technology

Attachment Checklist:

Address

Name

Price

Date

Product Information

Product Description

License Plate Readers

Product Part/Serial/Model

# MPH-900

Price Each (including shipping/freight)

$2195.00

Product Total Cost

$6515.00

Delivery Date After Receiving Order

MUST HAVE PRIOR TO 05/30/06 - Maxiflat Grant Closes

Suggested Vendor

Remington ELSAG Law Enforcement

Price Contract/Master Agreement?

Yes, Contract #

(Important)

Vendor Name

Remington ELSAG Law Enforcement

Vendor Address

870 Remington Drive

Madison NC 27025

Vendor Federal ID

# 800119568

Phone

410-744-3091

Fax

Ship To:

Name

Jeff Mayberry

Title

Captain

Address

5751 Briar Hill Road

Lexington KY 40516

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.)

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.

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

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).

Sale Source letter if requesting this exemption.

Computer Technology Approval for computer related purchases.

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

Authorization:

Special Operations

Commander’s Signature (Required)

04/13/06

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
The Commonwealth of Kentucky

DELIVERY ORDER (APPROVED)

1200 - DD12 - HH5HDH
12000 - DD12 - HH5B28S

Description: License Plate Reader
Sub Type: Delivery Order-Standard

Effective Date: 25 May 2006
Expiration Date: 30 Jun 2006

Administered By: COMMANDER
Telephone: (502) 695-6350 ext ( )
Credit Card Payment: ☐ No ☐ Yes Card Number:

Cited Authority: 218
 Issued By: COMMANDER

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

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<td>$60,300.00</td>
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Extended Description
Remington Elsag MPH-900 LPR System
Police Automated License Plate Reader

Additional Markings and Instructions
ATT: Captain Jeff Mayberry

Faxed to Vendor 5-25-06
Call to Vendor Captain Mayberry 5-25-06
Hard Copy Mailed to Captain Mayberry 5-25-06

Total Order Amount $60,300.00
**DELIVERY ORDER**

Master Agreement No. M-06146762
Delivery Order No. D-06207141

**Description:** License Plate Reader  
**Sub Type:** Delivery Order-Standard  
**Effective Date:** 25 May 2006  
**Expiration Date:** 30 Jun 2006  
**Administered By:** COMMANDER  
**Telephone:** (502) 695-6350 ext ( )  
**Cited Authority:** 218  
**Issued By:** COMMANDER  
**Credit Card Payment:** ☐ No ☑ Yes  
**Card Number:**

---

**Contractor:** 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 | $20,100.0000 | $0.00 | **$60,300.00**

**Extended Description**
Remington ELSAG MPH-900 LPR System  
Police Automated License Plate Reader

**Additional Markings and Instructions**
ATT: Captain Jeff Mayberry

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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

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**CPT**  
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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**Total Order Amount** $60,300.00

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**Approved By**  
05/20/10 E. Swinchen

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- 5208 -
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, thereafter 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 administrator 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Law Enforcement/Criminal Justice</td>
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<tr>
<td>2</td>
<td>Central Dispatch Agency</td>
</tr>
<tr>
<td>3</td>
<td>Other Authorized User</td>
</tr>
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</table>

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 (OAI) 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.

3
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, FBINICIC 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, FBINICIC 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:

- 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 ____________________________
CJS System Officer (CSO)

Date __/__/2009

USER AGENCY

By ____________________________
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 CJS Systems Agency (CSA), the administrator of a computerized law enforcement information system, thereinafter 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 CJS 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:

- *Minutes of the CJIS Advisory Policy Board meetings.*
- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
- *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
- [X] 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 ________________________________
CJIS System Officer (CSO)

Date 2/7/08

**USER AGENCY**

By ________________________________
Terminal Agency
Chief Administrator

Date 1/26/08
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, hereinafter 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.

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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.

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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.

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**CRIMINAL HISTORY RESTRICTIONS (IF ACCESS IS AUTHORIZED)**

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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:

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- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
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- *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.

X 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

X 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 Burl Battle

CJIS System Officer (CSO)

Date: 10/1/07

USER AGENCY

By: [Signature]

Terminal Agency

Chief Administrator

Date: 03/17/07
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:

- *Minutes of the CJIS Advisory Policy Board meetings.*
- *Bylaws for the CJIS Advisory Policy Board and Working Groups.*
- *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

[Signature]

CJIS System Officer (CSO)

Date 3/1/12

USER AGENCY

By

[Signature]

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, hereinafter 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.

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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 CHS guidelines concerning the use of Criminal History Information, including the most recent CHS 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

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

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- Bylaws for the CJIS Advisory Policy Board and Working Groups.
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- 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: __________________________
   CJIS System Officer (CSO)

Date: 1/2/08

USER AGENCY

By: __________________________
   Terminal Agency
   Chief Administrator

Date: 12/18/07