

MUNICIPAL ORDER 6-2021

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE DAVIESS COUNTY FISCAL COURT AND DAVIESS COUNTY PUBLIC SCHOOLS (SPECIAL LAW ENFORCEMENT AGENCY) ALLOWING DAVIESS COUNTY PUBLIC SCHOOLS (SPECIAL LAW ENFORCEMENT AGENCY) ACCESS TO THE LINK TERMINAL THROUGH THE 9-1-1 CONSOLIDATED CENTRAL DISPATCH AGENCY AND OUTLINING THE USE POLICY.

WHEREAS, the City and County operate and maintain a consolidated 9-1-1 Emergency Operations Center in the Owensboro Police Department; and

WHEREAS, the Chief of the Owensboro Police Department serves as the Chief Law Enforcement Officer in management control of the Law Information Network of Kentucky (LINK) terminal at Owensboro Central Dispatch Owensboro, Kentucky; and

WHEREAS, Daviess County Public Schools (DCPS) created and operates a Special Law Enforcement Agency, a police department as authorized by KRS 61.900 to KRS 61.930; and

WHEREAS, DCPS, as a law enforcement agency, desires access to the City-County 9-1-1 Operations and the Law Information Network of Kentucky (LINK); and

WHEREAS, the Law Information Network of Kentucky (LINK) requires the local criminal justice or law enforcement agencies to permit access to the 9-1-1 Operation and Central Dispatch and LINK; and

WHEREAS, the LINK system is a necessary adjunct to the Central Dispatch Agency and its role in providing information to all law enforcement; and

WHEREAS, the current 9-1-1 Memorandum of Agreement does not include School's Law Enforcement Agency as a partner; and

WHEREAS, the City and County will authorize and by entering this Memorandum of Agreement authorize School's Law Enforcement Agency to access the Law Information Network of Kentucky (LINK) through the Central Dispatch operated by City and County.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. The Board of Commissioners of the City of Owensboro does hereby authorize and direct the Mayor, on its behalf, to execute the Memorandum of Agreement authorizing Daviess County Public Schools (Special Law Enforcement Agency) access to the Law Information Network of Kentucky (LINK) through the Central Dispatch operated by City and County. A copy of said Memorandum of Agreement is attached hereto and incorporated by reference herein.

Section 2. The Board of Commissioners hereby authorizes and directs the Mayor and other appropriate city officials to execute any and all other documents which are deemed necessary to facilitate the consolidation in accordance with the terms of the Memorandum of Agreement and this Order.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 2nd day of February, 2021.

Thomas H. Watson, Mayor

ATTEST:

Beth Davis, City Clerk

**MEMORANDUM OF AGREEMENT
9-1-1 OPERATIONS NCIC/LINK TERMINAL ACCESS**

THIS MEMORANDUM OF AGREEMENT ("Agreement") made and entered into on the ____ day of _____, 202__, between Daviess County Public Schools (Special Law Enforcement Agency) {School}, 1622 Southeastern Parkway, Owensboro, KY 42303; the City of Owensboro Police Department, 222 East Ninth Street, Owensboro, KY 42303, (City); and Daviess County, 212 St. Ann St., Owensboro, KY 42303 (County); each referred to as a "Party" and collectively the "Parties"

RECITALS

WHEREAS, the City and County operate and maintain a consolidated 9-1-1 Emergency Operations Center ("Center") within the Owensboro Police Department; and

WHEREAS, the City and County consolidated the dispatch operations and the 9-1-1 Operations Center at the headquarters for the Owensboro Police Department in 2009; and

WHEREAS, the Chief of the Owensboro Police Department serves as the Chief Law Enforcement Officer in management control of the Law Information Network of Kentucky (LINK) terminal at Owensboro Central Dispatch Owensboro, Kentucky; and

WHEREAS, School created and operates a Special Law Enforcement Agency, a police department as authorized by KRS 61.900 to KRS 61.930, (ORI # **KY0300700**); and

WHEREAS, School, as a law enforcement agency, desires access to the City-County 9-1-1 Operations and the Law Information Network of Kentucky (LINK); and

WHEREAS, the Law Information Network of Kentucky (LINK) requires the local criminal justice or law enforcement agencies to permit access to the 9-1-1 Operation and Central Dispatch and LINK; and

WHEREAS, the LINK system is a necessary adjunct to the Central Dispatch Agency and its role in providing information to all law enforcement; and

WHEREAS, the current 9-1-1 Memorandum of Agreement does not include School's law enforcement agency as a partner; and

WHEREAS, the City and County will authorize and by entering this Memorandum of Agreement authorize School's Law Enforcement Agency to access the Law Information Network of Kentucky (LINK) through the Central Dispatch operated by City and County.

THEREFORE, in consideration of the above recitals and the mutual benefits to be derived by each Party, the Parties agree to the following:

Section 1. Daviess County Sheriff, Daviess County Attorney and the Owensboro Police Department qualify as Criminal Justice Agencies because each entity allocates a substantial part of their annual budgets to the administration of Criminal Justice.

Section 2. Operations.

A. The Parties agree that the Owensboro Police Department, through its designee, the 9-1-1 Central Dispatch Agency shall:

- a. Manage the Center's daily operations related to the LINK/NCIC terminal including the purchase, holding and disposal of personal property related to the LINK/NCIC Terminal.
- b. Set and enforce priorities.

- c. Set and enforce standards for the selection of persons granted access.
- d. Sanctions for violations of NCIC/LINK users' agreements by any persons granted access will be addressed by the violator's employer.
- e. Set and enforce policy governing the operation of computer, circuits and telecommunications terminals.
- f. Serve as the designated Law Enforcement Agency for LINK by designating the Chief of the Owensboro Police Department as managing control manager for the CJIS information.
- g. The 9-1-1 Director shall receive notification of any violation concerning use or access to the LINK/NCIC terminal and shall report such violations to the management control manager through the Owensboro Police Department.
- h. The 9-1-1 Director shall report the violation to the violator's employer and may recommend or propose a disposition for the terminal use violation and shall report such violations to the management control manager through the Owensboro Police Department.
- i. The 9-1-1 Director may revoke NCIC access of an employee or agency for serious violations of NCIC terminal use policy and shall report such violations to the management control manager through the Owensboro Police Department.
- j. The 9-1-1 Director shall notify the KY CJIS Systems Officer (CSO) of the Kentucky State Police, and the Owensboro Police Department

Chief of Police who maintains the Management Control of all violations and proposed penalties.

B. Upon recommendation from the Chief of Police and the Daviess County Sheriff, and with approval of the 9-1-1 Board the Administrator (9-1-1 Director) shall take all administrative actions to grant Daviess County Public Schools Special Law Enforcement Agency employees access to the LINK/NCIC terminal.

C. School's Special Law Enforcement Agency personnel shall have criminal history access through the LINK/NCIC terminal at the Central Dispatch operated by the City and County. All School's criminal history requests shall follow management control protocols established through the Owensboro-Daviess County Central Dispatch and the rules of the NCIC.

D. The School's Special Law Enforcement Agency employees granted access to the LINK/NCIC terminal shall comply with all directions, operating procedures and regulations identified by the 9-1-1 Director/Administrator. Additionally, the School's Special Law Enforcement Agency employees granted access to LINK/NCIC terminal shall remain responsible for all compliance, training, certification, and other items needed to meet minimum legal, regulatory and grant related requirements of the Center.

Section 3. Severability and Governing Provisions.

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The Parties shall promptly meet and confer in good faith with respect to any provision found to contravene the law, in order to agree on a substitute provision.

CITY OF OWENSBORO, KENTUCKY

By: _____
Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk

DAVIESS COUNTY, KENTUCKY

By: _____
Al Mattingly,
Daviness County Judge/Executive

ATTEST:

Jennifer Warren, Fiscal Court Clerk

DAVIESS COUNTY PUBLIC SCHOOLS,
SPECIAL LAW ENFORCEMENT AGENCY

By: _____
Matt Robbins, Superintendent

PREPARED BY:

Claud Porter, County Attorney

HAVE SEEN:

Art Ealum, Chief
Owensboro Police Department

Keith Cain, Sheriff
Daviess County