

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Gray
Mayor

Ronnie Bastin
Commissioner of Public Safety

MEMORANDUM OF UNDERSTANDING

AGREEMENT
BETWEEN
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT,
ON BEHALF OF THE DIVISION OF POLICE and THE DIVISION OF FIRE
AND
TRANSYLVANIA UNIVERSITY'S DEPARTMENT OF PUBLIC SAFETY
RELATING TO UNIVERSITY FACILITIES

THIS AGREEMENT, made and entered into this 9 day of November, 2017, by and between the Lexington Fayette Urban County Government, on behalf of the Division of Police (DOP) and the Division of Fire (DOF), and Transylvania's Department of Public Safety, a Department of Transylvania University ("DPS") witnesseth that:

WHEREAS, the parties have determined that as entities which have certain responsibilities for the safety of staff, students and visitors of the University, and the citizens of the City of Lexington, and that the common good would be served by an agreement between the parties outlining responsibilities with respect to the buildings and grounds located on Transylvania University property.

NOW, THEREFORE, the parties agree as follows:

I. PARTIES

The parties to this Agreement are the Lexington Fayette Urban County Government, on behalf of the Division of Police and the Division of Fire, and the Transylvania University's Department of Public Safety.

II. PURPOSE

The DOP and DOF, and DPS have certain responsibilities for the safety of the staff, students and visitors of Transylvania University. They recognize that cooperative and effective interaction is imperative to the successful accomplishment of their collective mission. This Agreement serves as an operational framework for their ongoing and cooperative public safety efforts.

III. THE CAMPUS

The Campus is generally defined as property owned or leased or used by Transylvania in furtherance of its educational purposes.

IV. DEPARTMENT OF PUBLIC SAFETY

- A. DPS will have jurisdiction for handling all police related events occurring within the campus as provided as follows.
1. Minor property crimes such as burglary, theft, fraud and malicious destruction of property which appear to have been perpetrated from within the Campus, shall be handled by DPS, unless the victim requests the case be handled by the DOP. Cases which appear to have been perpetrated by suspects from outside the Campus Community and crimes which appear to be part of a pattern of crime may or may not be referred to the DOP for investigation and action.
 2. Minor crimes, such as alcohol violations, disorderly conduct, and loud parties occurring on the campus, shall be handled primarily by DPS. If it determines that an incident requires investigative expertise or operational resources beyond its abilities, DPS will notify the DOP immediately and request their investigative assistance.
 3. Minor assaults committed on the Campus.
 - 4.

V. LEXINGTON POLICE DEPARTMENT

The DOP will have primary responsibility for handling police related events occurring within the Campus as requested for:

- A. Crimes of violence resulting in significant injury or death, including actual and attempted homicides, rape, and sexual assaults, robberies, serious assaults, such as first degree assaults and those involving the use or implied use of a weapon, suicides, suspicious or unattended deaths and industrial accidents. Significant injuries are defined as those injuries requiring hospitalization and/or significant medical treatment and include in-progress and late reported crimes. DPS will immediately refer any such crimes to the DOP for investigation while maintaining the integrity of any crime scene.

VI. ADDITIONAL DPS RESPONSIBILITIES

- A. Patterns of crime developing within the Campus Community will be reported by the Director of Public Safety to the DOP Duty Commander, or designee, as soon as practical. Significant crimes that occur off-campus but may pose a serious or continuing threat to the Campus Community will be immediately reported to the dispatcher of DPS in a timely fashion by the DOP's on-duty supervisor or designee.
- B. Consistent with law and regulations, DPS officers who possess a valid Special Local Peace Officer (SLPO) certification are permitted to access the automated law enforcement systems via a telephone call to the DOP Reports Desk. SLPO's requesting

this information will first have their identity verified prior to Central Records staff providing the requested information. It will be the responsibility of DPS and its officers to ensure that any information provided is handled in a lawful, professional and confidential manner.

- C. If at any time an on-duty supervisor of DPS feels that a case or situation exceeds their ability to safely, effectively and appropriately handle or investigate a matter/case, it should be referred to the DOP. DPS will maintain the integrity of the crime scene and preliminary investigation until assistance arrives to complete a thorough investigation. If this should occur, the on-duty DPS supervisor will ensure that all staff members complete detailed reports to be provided to the DOP investigator.

VIII. FACILITIES AND TRAINING

The parties to this Agreement acknowledge the advantages of mutual partnership whether through operational response or training. The Lexington Fayette Urban County Government's Public Safety Partners (Lexington Police Department and Lexington Fire & Emergency Services) are authorized upon receiving approval of Transylvania University, to utilize designated facilities on campus for the purposes of, but not limited to conducting training, presenting educational courses, and conducting physical fitness testing for personnel and applicants. These training and educational engagements are designed to ensure the operational readiness of all involved parties as set forth in the agreement (LFUCG Public Safety and Transylvania Public Safety).

VIII. MUTUAL ASSISTANCE

The DOP will provide any reasonable assistance requested by DPS relating to matters of public safety, maintenance of order and the investigation of crimes. Requests for assistance will be approved based upon the ability of the DOP to provide the requested assistance at the time of the request. Requests for assistance should be made as early as practical to optimize the ability of the LPD to plan for and provide the requested assistance and resources.

VIII. SPECIAL EVENTS

From time to time major events are planned on Transylvania University's Campus that may have an impact on the larger town community. Timely planning and coordination by DPS with the DOP is important to ensure that the event is adequately staffed and that public safety is ensured. The Director of Public Safety or the Director's designee will contact the DOP as early as practical to initiate the planning and coordination process. The DOP's principal point of contact is the Chief of Police or designee.

IX. WAIVER OF CLAIMS

Each Party to this Agreement waives any and all claims against the other Party to this Agreement which may arise out of their activities with respect to this Agreement and will provide one another with the appropriate certificate of insurance for liability purposes.

X. ADDITIONAL LPD RESPONSIBILITIES

- A. If practical or possible, where legally and operationally expedient, members of the DOP initiating criminal or civil process (i.e., criminal investigations, arrests, service of arrest warrants, criminal summons, peace/protective orders and/or search warrants) on campus will inform the DPS in advance of their intended activity. All information which can be shared relating to the matter will be provided to the Director of Public Safety or the Director's designee at the earliest practical opportunity following the activity.
- B. The DOP's Reports Desk personnel will make appropriate law enforcement information system entries and deletions relating to stolen articles in a manner consistent with regulations, following their policy and procedures. All requests for article entry or deletion will be submitted in writing by the investigating DPS Special Local Peace Officer in a form agreed upon by the DOP. DPS retains the sole responsibility for timely entry, deletion and hit confirmation, proper record keeping and validation activities relating to their entries. This access may be withdrawn by either party at any time by written notice.

XI. MUTUAL COOPERATION

Public Safety information and criminal intelligence will be shared regularly and proactively between the DOP and DPS. This will be accomplished in a manner consistent with all applicable laws and the policy and procedures of both agencies.

XII. PUBLIC PURPOSE

The parties to this Agreement hereby acknowledge that the acts performed in the furtherance of this Agreement by police officers or other officers, agents or employees shall be deemed conclusively for a public and governmental purpose and all of the immunities from liability enjoyed by the parties when acting through their police officers or other officers, agents or employees for a public or governmental purpose within their respective jurisdiction shall be enjoyed by the parties.

XIII. WAIVER OF CLAIMS

Each Party to this Agreement waives any and all claims against the other Party to this Agreement which may arise out of their activities with respect to this Agreement.

XIV. ANNUAL REVIEW

This Agreement will be reviewed by the DOP, DOF and DPS on an annual basis during the month of January. Changes may be made at any time upon mutual agreement by the Chief of Police, the Fire Chief and the Director of Public Safety.

XV. TERM OF AGREEMENT/TERMINATION

Any party may terminate this Agreement at any time and shall also give written notice of termination within 30 days.

This Agreement will be reviewed by the DOP, DOF and DPS on an annual basis during the month of January. Changes may be made at any time upon mutual agreement by the Chief of Police, the Fire Chief and the Director of Public Safety.

XV. TERM OF AGREEMENT/TERMINATION

Any party may terminate this Agreement at any time and shall also give written notice of termination within 30 days.

XVI. SEVERABILITY

If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

XVII. BINDING EFFECT

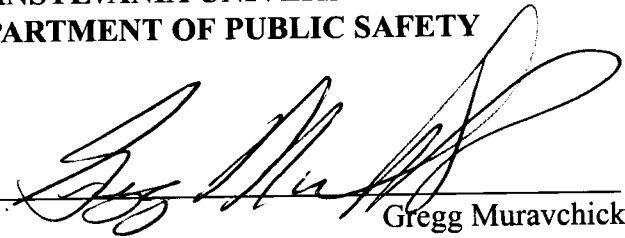
The parties hereto agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to bind and be obligatory upon the parties hereto.

XVIII. DUPLICATE ORIGINALS

This Agreement is executed in two counterparts, each one of which shall be deemed an original for each party.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by authorized officials and officers.

**TRANSYLVANIA UNIVERSITY
DEPARTMENT OF PUBLIC SAFETY**

By 
Gregg Muravchick
Director of Public Safety

Date: 10.11.17

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By 
Kristin Chilton


Date: 10/11/17

Fire Chief
Lexington-Fayette Urban County Division of Fire

By 

Date: 10/14/2017

Mark Barnard
Chief of Police
Lexington-Fayette Urban County Division of Police

By 

Date: NOV 09 2017

Jim Gray
Mayor
Lexington-Fayette Urban County Government