

[REVISED 09/2014]

## MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of November, 2016 by and between the Lexington Fayette Urban County Government, and Fayette County Public Schools Division of Law Enforcement, witnesseth that:

WHEREAS, Emergency situations often require augmented law enforcement capabilities to restore order or assist victims. Such assistance is authorized by KRS 431.007 and Section 23-9U)(2) of the revised Code of Ordinances.

NOW, THEREFORE, the parties agree as follows:

I. LEGAL STATUS OF AGENCIES AND AGENCY PERSONNEL RESPONDING TO MUTUAL AID REQUESTS

Each party in this agreement certifies that the party's agency, personnel and the agency executive executing the agreement by signing below is legally functioning as a law enforcement agency pursuant to all applicable Kentucky Revised Statutes and applicable local laws and ordinances.

II. PROCEDURES FOR VESTING PROVIDER AGENCY PERSONNEL WITH THE LEGAL AUTHORITY TO ACT WITHIN THE RECEIVER AGENCY'S JURISDICTION

In the event of an emergency, the highest ranking officer of a law enforcement agency present at the site of an emergency, will officially request assistance from another law enforcement pursuant to KRS 431.007, so the responding officers will possess, for the duration of the matter for which the request was made, the same powers of arrest in the requesting county as he or she possesses in the county in which he or she is a police officer.

III. PROCEDURES FOR REQUESTING MUTUAL AID

In the event of an emergency, the highest ranking officer of a law enforcement agency present at the site of an emergency may request assistance from another law enforcement agency when the officer has established the need for additional personnel or equipment.

Each law enforcement agency shall have primary responsibility for the investigation of offenses occurring within their jurisdictional boundaries; however, any agency may request the assistance of another agency.

IV. PROCEDURES FOR RESPONDING TO REQUESTS FOR MUTUAL AID

Unless otherwise agreed, the highest ranking officer of the responding agency present

at the site of the emergency may provide the aid and assistance requested, when in his or her opinion, the personnel and equipment is available.

All personnel and equipment may be recalled by the highest ranking on site officer of the responding agency when the officer determines that the emergency no longer exists, the situation is beyond the capabilities of the responding agency, or the personnel and equipment are needed by the responding agency.

V. IDENTITY OF THOSE PERSONS AUTHORIZED TO REQUEST MUTUAL AID

In the event of an emergency, the highest ranking officer of a law enforcement agency present at the site of an emergency may request assistance from another law enforcement agency.

VI. IDENTITY OF PERSONS TO WHOM OUTSIDE PERSONNEL ARE TO REPORT

If the responding agency agrees to provide mutual aid, all personnel of the responding agency shall report to and shall work under the direction and supervision of the highest ranking officer of the responding agency who is present at the site of the emergency.

VII. PROCEDURES FOR MAINTAINING RADIO COMMUNICATION WITH OUTSIDE PERSONNEL

Communications between agencies will be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency will use "plain language" and identify themselves with agency name and unit number when contacting other agencies.

VIII. FINANCIAL EXPENDATURES

Reimbursement for services and equipment, if any, will be determined based on the size and duration of the response. Each party agrees to maintain complete and accurate records with regard to costs associated with the deployment of personnel, equipment and supplies, as well as any other costs incurred, in order to assist with reimbursement opportunities.

IX. PROCEDURES FOR REVIEW AND REVISION

This Agreement may be reviewed at the discretion of each party. Changes may be made at any time upon mutual agreement by the participating agencies.

X. 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.

Each party shall each be liable only for the actions of its employees as required by law.

XI. TERM OF AGREEMENT/TERMINATION


This agreement will automatically be renewed on a yearly basis, until such time that it is amended, revised or terminated. Any party may terminate this agreement at any time by giving written notice of the termination within 30 days.

XII. WRITTEN NOTICE

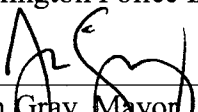
Written notice shall be given to the parties at the following addresses:

Chief of Police  
Lexington Police Department  
150 East Main Street  
Lexington KY 40507

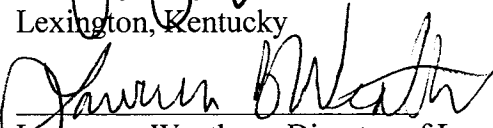
Director of Law Enforcement  
Fayette County Public Schools  
701 East Main Street  
Lexington, KY 40509

  
\_\_\_\_\_  
Mark Barnard, Chief of Police  
Lexington Police Department

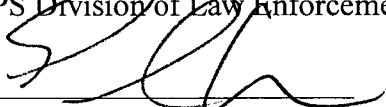
10/18/2016  
Date

  
\_\_\_\_\_  
Jim Gray, Mayor  
Lexington, Kentucky

3 NOV-2016  
Date

  
\_\_\_\_\_  
Lawrence Weathers, Director of Law Enforcement  
FCPS Division of Law Enforcement

10-5-16  
Date

  
\_\_\_\_\_  
Emmanuel Caulk, Superintendent  
Fayette County Public Schools

10.5.16  
Date