

**MEMORANDUM OF AGREEMENT BETWEEN LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT ON BEHALF OF THE LEXINGTON POLICE DEPARTMENT  
AND THE OFFICE OF THE FAYETTE COUNTY SHERIFF FOR USE OF THE CANINE  
FACILITY AND ASSISTANCE TO LEXINGTON POLICE CANINE OFFICERS**

This is a memorandum of agreement (MOA) between the Lexington-Fayette Urban County Government on behalf of the Lexington Police Department and the Office of the Fayette County Sheriff. When referred to collectively, the Lexington Police Department and the Office of the Fayette County Sheriff are referred to as the “Parties”.

1. **BACKGROUND:** The Lexington Police Department and the Office of the Fayette County Sheriff have had a similar verbal agreement in effect in the past. This agreement is to revise and update the previous agreement.
  
2. **PURPOSE:** To outline an agreement with both parties to provide for the care, maintenance, feeding, and supplies for two canines from the Office of the Fayette County Sheriff which will be housed at the new Lexington Police Department Facility. It will also outline assistance the Office of the Fayette County Sheriff Canine Handlers will provide to Lexington Police Department Canine Handlers.
  
3. **RESPONSIBILITIES OF THE PARTIES**
  - 3.1 **Lexington Police Department**
    - 3.1.1 The Lexington Police Department will provide two kennel spaces to house two canines from the Office of the Fayette County Sheriff and will allow Sheriff’s Office Canine Handlers access to the Canine Facility.
  - 3.2 **Office of the Fayette County Sheriff**
    - 3.2.1 The Office of the Fayette County Sheriff is responsible for the care, maintenance, feeding, cleaning, medical costs, and supply

needs of their canines at the Lexington Police Department Canine Facility. There will be no cost to the Office of the Fayette County Sheriff to house both their canines. The Lexington Police Department requests that Office of the Fayette County Sheriff Canine Handlers provide operational assistance to Lexington Police Department Canine Officers when requested.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for the supervision and management of its personnel.

## 5. GENERAL PROVISIONS

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon a reasonable notice to the other Party.

### 6.1.1. Lexington Fayette Urban County Government

6.1.1. Primary: Assistant Chief Shawn Coleman

6.1.1.2 Alternate: Commander Thomas Curtsinger

### 6.1.2 Office of the Fayette County Sheriff

6.1.2.1. Primary: Sheriff Kathy H. Witt

6.1.2.2 Alternate: Chief Deputy Jay Pittman

6.2 CORRESPONDENCE: All correspondence to be sent and notices to be given to this MOA will be addressed, to the Lexington-Fayette County Government, to

6.2.1. 150 East Main St, Lexington, KY 40507

And, if to the Fayette County Sheriffs' office to

6.2.2 150 North Limestone #265, Lexington, KY 40507

Or as may from time to time otherwise be directed by the Parties:

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around of the anniversary of its effective date for financial impacts, and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party with at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This MOA is not transferable except with written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agrees that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter.

6.9. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter.

6.10. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes any previously signed MOAS.

AGREED:

\_\_\_\_\_ Date: \_\_\_\_\_  
Lawrence Weathers  
Chief of Police  
Lexington Police Department

\_\_\_\_\_ Date: \_\_\_\_\_  
Linda Gorton  
Mayor  
Lexington-Fayette Urban County Government

\_\_\_\_\_ Date: \_\_\_\_\_  
Kathy H. Witt  
Sheriff  
Office of the Fayette County Sheriff