

MEMORANDUM OF UNDERSTANDING
BETWEEN THE KNOXVILLE POLICE DEPARTMENT AND
LEXINGTON (KENTUCKY) DIVISION OF POLICE

This Memorandum of Understanding, by and between the KNOXVILLE POLICE DEPARTMENT (hereinafter called "KPD") and the LEXINGTON (KENTUCKY) DIVISION OF POLICE (hereinafter called "LDP").

WITNESSETH:

WHEREAS, KPD and LDP recognize the benefits of allow their members to observe, learn from, and exchange ideas from each other through ride-alongs with the other agency; and

WHEREAS, the agencies wish to formalize a program allowing for such interagency ride-alongs.

NOW, THEREFORE, in order to carry out the intent of the parties, KPD and LDP enter into this Memorandum of Understanding and agree that:

1. Each agency will bear the cost of the program for its respective officers, including but not limited to transportation to and from other jurisdiction, accommodations, and per diem.
2. Members of each agency participating in the program will be under the direct supervision of the appropriate command staff of the agency member they are assigned to ride along with. If issues with regard to inappropriate behavior (defined as behavior detrimental to the operation of the program or the agency, behavior which inhibits enforcement of laws or administration of justice or behavior which otherwise reflects poorly on either agency) arise, the participating member will be sent back to his or her home agency and the member's agency will address any discipline issue according to their policies and procedures.
3. KPD and LDP members will be subject to their agency's respective general orders and directives while participating in the program and will abide by the host agency's directives during the ride-along assignments.

4. KPD and LDP members will testify in court if needed as a result of activity that occurred during the member's ride-along. Every effort will be made by each agency not to involve the ride-along in prosecution of a case. Each agency will bear the expense for their members who must testify in court resulting from their ride-along.
5. Subject to any statutory limits, KPD and LDP agree to assume liability for the death, injury or disability of their respective members with the exception of injury or death proximately resulting from any negligence or intentional misconduct on the part of the host agency. No party hereto shall settle any claim for liability where another party hereto has the obligation to indemnify without the consent of the indemnifying party.
6. KPD general order 1.35, section III. and LDP special order _____ are incorporated as part of this Memorandum of Understanding.

LEXINGTON FAYETTE URBAN
COUNTY:

CITY OF KNOXVILLE:

MAYOR

Madeline Rogero, MAYOR

DATE: _____

APPROVED AS TO FORM:



CHIEF OF POLICE

Charles Swanson
LAW DIRECTOR

KNOXVILLE POLICE DEPT.

David B. Rausch
CHIEF OF POLICE