

(REVISED 12/2019)

## MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and between me Lexington Fayette Urban County Government, and Fayette County Public Schools Police Department, witnessed 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 me 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 AGENCIES 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. 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.

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**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 cost 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**

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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**

**Chief of Police  
Fayette County Public Schools  
Police Department  
701 East Main Street  
Lexington, KY 40509**

\_\_\_\_\_  
Lawrence Weathers, Chief of Police  
Lexington Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Gorton, Mayor  
Lexington, Kentucky

\_\_\_\_\_  
Date

\_\_\_\_\_  
Martin Schafer, Chief of Police  
Fayette County Public Schools

12-12-19

\_\_\_\_\_  
Date

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

12-14-19

\_\_\_\_\_  
Date