

RESOLUTION NO. 419-2011

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE JESSAMINE COUNTY KENTUCKY SHERIFF, FOR FAYETTE COUNTY DIVISION OF POLICE FULL POLICE POWERS IN PORTIONS OF JESSAMINE COUNTY WHERE THE URBAN COUNTY GOVERNMENT OWNS PROPERTY (I.E. VETERAN'S PARK AND WEST HICKMAN TREATMENT PLANT).

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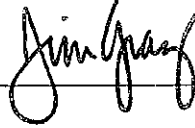
BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Interlocal Cooperation Agreement with the Jessamine County Kentucky Sheriff, for Fayette County Division of Police full police powers in portions of Jessamine County where the Urban County Government owns property (i.e. Veteran's Park and West Hickman Treatment Plant).

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 29, 2011

MAYOR



ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
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**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into on the 27<sup>th</sup> day of May, 2011, by and between the Lexington-Fayette Urban County Government (LFUCG) on behalf of the Lexington Division of Police and the Jessamine County Kentucky Sheriff;

**WITNESSETH:**

WHEREAS, KRS 65.210 through 65.300, the Interlocal Cooperation Act, allows for agreements to foster interlocal cooperation, to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and further allows public agencies to enter into agreements with one another for joint or cooperative action so that powers, privileges, or authorities exercised and enjoyed jointly with other public agencies;

WHEREAS, KRS 65.255 provides for cooperative action in the utilization of peace officers, and police department members, while in the performance of their duties under an interlocal agreement while outside their own jurisdiction, shall have the full power of arrest and all powers they possess in their own jurisdiction, and shall have the same immunities and privileges as if the duties were performed in their own jurisdiction;

WHEREAS, the geographic areas of Fayette and Jessamine Counties are such that it is necessary for the Lexington Division of Police to cross jurisdictional boundaries in order to respond to incidents on Urban County Government property located in Jessamine County, to which Jessamine County Authorities have no access except through Fayette County.

WHEREAS, there is evidence that criminal activity exists in the vicinity of Veterans Park and West Hickman Treatment Plant in Jessamine County, that such illegal activity is detrimental to the health and general welfare of the populous of the entire area, and that law enforcement can achieve its greatest impact in combating this illegal activity by way of interlocal cooperation whereby Lexington Division of Police has jurisdiction and law enforcement powers may be exercised in Jessamine County by members of Lexington Division of Police. Such jurisdiction and law enforcement power may be exercised in Jessamine County by regular full-time sworn Lexington Division of Police personnel who are trained pursuant to KLEFF standards for police officers in Kentucky and shall include the authority to conduct investigations and searches, make arrests, seize property pursuant to applicable law, carry firearms, execute search and arrest warrants, deliver subpoenas and summonses issued under authority of law, and perform other law enforcement duties and activities, as directed by the Chief of Police or his designee.

In consideration of the foregoing premises and on the following terms and conditions, their respective governments and agency executives agree as follows:

1. The duration of this Agreement shall be perpetual unless sooner terminated as set forth here; and this Agreement shall become effective when all of the following have occurred:

- A. This Agreement has been authorized by the Jessamine County Fiscal Court, and Lexington-Fayette Urban County Council by appropriate ordinance, resolution, or otherwise pursuant to law as set forth in KRS 65.240(2) and by the Sheriff of Jessamine County and Chief of the Lexington Division of Police.
- B. This Agreement has been approved by the Kentucky Department for Local Government, or upon expiration of sixty (60) days after this Agreement shall have been submitted to the Kentucky Department for Local Government for approval as set forth in KRS 65.260(2); and
- C. This Agreement is filed pursuant to KRS 65.290.

2. There shall be no separate legal or administrative entity created to administer this Agreement. The Chief of the Lexington Division of Police, Jessamine County Sheriff, or their designees, shall oversee, supervise and administer the law enforcement activities authorized by this Agreement. The Chief of Police or his designee(s) shall coordinate all such activities with the Sheriff's Office in Jessamine County.

3. The purpose or purposes of the Agreement shall be to allow members of the Lexington Division of Police Department, to exercise their law enforcement powers away from Fayette County by providing additional jurisdiction in Jessamine County. The jurisdiction zone where Lexington Division of Police personnel shall have jurisdiction shall be limited to all property north of Ash Grove Road (KY HWY 1980) in Jessamine County, between Tates Creek Road (KY HWY 1974), to the east, and Ash Grove Lane, to the west. Such police jurisdiction and law enforcement power may be exercised in the aforementioned zone in Jessamine County by regular full-time, sworn members of Lexington Division of Police, who have received training as required by KLEFF standards for police officers in Kentucky and shall include the authority to conduct investigations and searches, make arrests, seize property pursuant to applicable law, carry firearms, execute search and arrest warrants, deliver subpoenas and summonses issued under authority of law, and perform other law enforcement duties and activities as directed by the Chief of Police and/or his designee. Members of Lexington Division of Police cooperate with any other federal, state, or local law enforcement agency or official in any investigation, search, arrest or other law enforcement activity undertaken in Jessamine County. While undertaking cooperation action in the utilization of peace officers, members of the Lexington Division of Police shall have the full power of arrest and all other powers that the Jessamine County Sheriff's Office have in their own jurisdiction. These enumerated powers, immunities, liabilities and privileges are not exclusive, and this agreement specially shall convey

upon the members of the Lexington Division of Police all powers, immunities, liabilities and privileges permitted by KRS 65.255 while they are in Jessamine County.

4. The Lexington-Fayette Urban County Government, by and through its police department, shall finance any undertakings of its law enforcement personnel while in Jessamine County, shall pay and provide for payment of any salaries, wages, expenses and benefits to or on behalf of any of its personnel, and shall pay the employer's share involved in any pertinent pension or plans appreciable to their law enforcement personnel.

5. This Agreement may be terminated by the Lexington Division of Police, LFUCG Urban County Council or Sheriff of Jessamine County upon expiration of ninety (90) days after written notice to the others. Lexington Division of Police and Jessamine County Sheriff's Office shall each purchase and own its own property used in conjunction with this Agreement, and therefore there are not arrangements for disposing of property upon termination of this Agreement.

6. There shall be no administrator or joint board responsible for administering the cooperation undertaking permitted by this Agreement. The Chief of Police of the Lexington Police Department and the Jessamine County Sheriff, or their designees, shall each be responsible for administering his respective department's part in the cooperative undertaking permitted by this Agreement, while maintaining contact and coordinating such activities with each other. Each agency is authorized to develop standard operating procedures pertaining to this agreement.

7. The manner of acquiring, holding and disposing of real and personal property used in the cooperative undertaking permitted by this Agreement shall continue in the same manner as each respective agency acquires, holds and disposes of its separate and real property. It is not expected that Lexington-Fayette Urban County and Jessamine County acquire and hold real personal property to be used in the cooperative undertaking permitted by this Agreement. If any such real or personal property is acquired and held jointly, then upon disposal, the counties involved shall each share any proceeds thereof in proportion to its contribution made upon acquisition of such property.

8. Upon approval of this Agreement pursuant to appropriate action by ordinance, resolution or otherwise to law by Lexington-Fayette Urban County and Jessamine County and execution by the Jessamine County Sheriff and Lexington Chief of Police this Agreement shall be submitted to the Kentucky Department of Local Government, who shall determine whether the Agreement is in proper form and compatible with the laws of the State.

9. Amendments to this Agreement shall be effective only upon adoption by appropriate action by ordinance, resolution or otherwise pursuant to law by Lexington Fayette Urban County and Jessamine County and the participating agency CEO's and after approved by the Kentucky Department Local Government, and upon filing pursuant to KRS 65.290.

In witness whereof, the Judge/Executive and Sheriff of Jessamine County, and the Mayor and Chief of Police of the Lexington-Fayette Urban County Government subscribed their signatures in their official capacity, pursuant to appropriate action by ordinance, resolution pursuant to law, on behalf of the Jessamine Fiscal Court and the Lexington Fayette Urban County Government, on the dates indicated preceding the signatures.

Wm Neal Cassity  
William Neal Cassity  
County Judge Executive  
Jessamine County

7-6-11  
Date

Kevin Corman  
Kevin Corman, Sheriff  
Jessamine County Sheriff's Office

7/6/2011  
Date

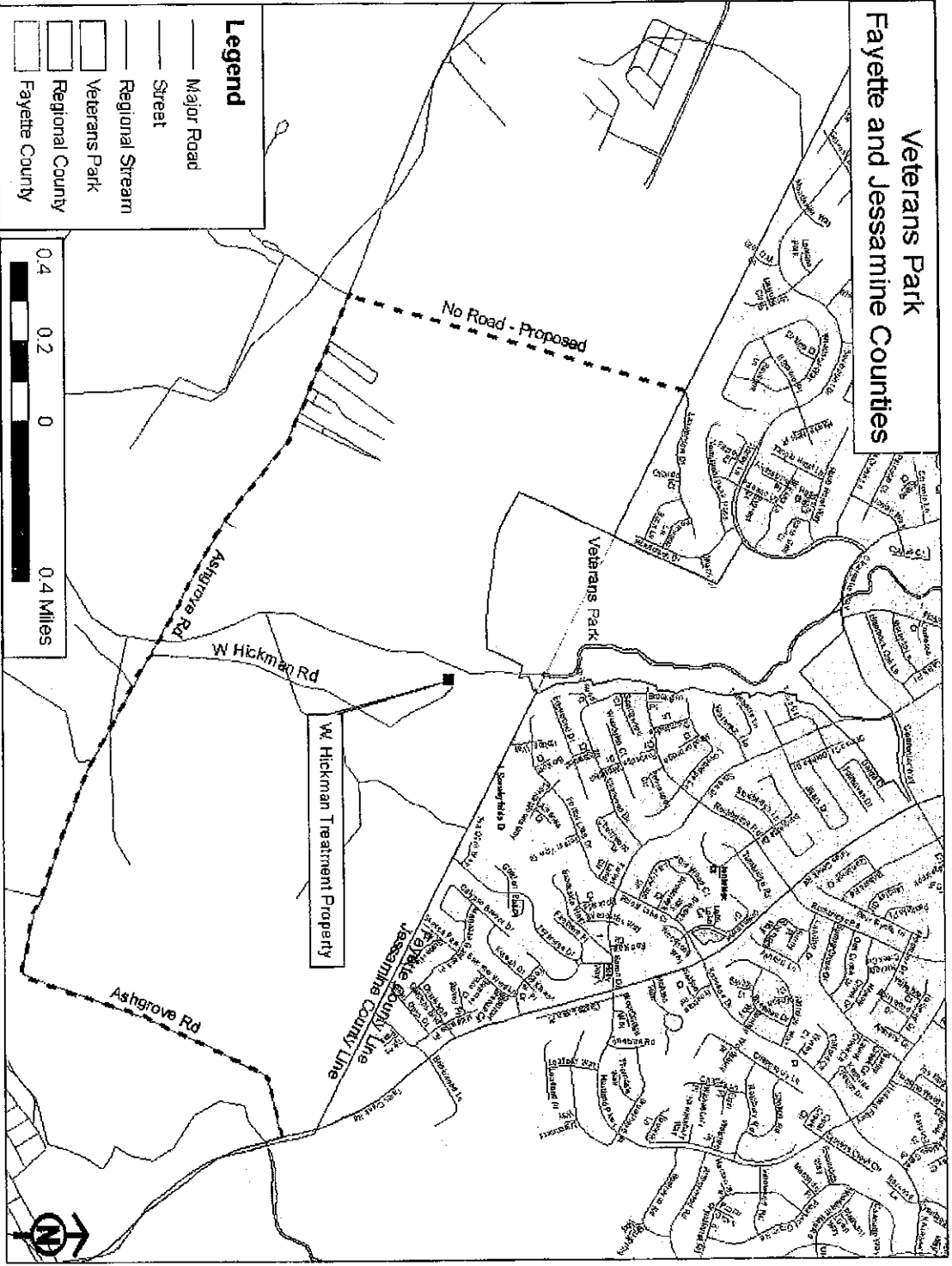
Jim Gray  
Jim Gray  
Mayor  
Lexington-Fayette Urban County Government

10/4/11  
Date

Ronnie Bastin  
Ronnie Bastin, Chief  
Lexington Division of Police

8/4/11  
Date

# Veterans Park Fayette and Jessamine Counties



Prepared by: Julia Shaw, Lexington Division of Police