

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into on the 16th day of March 2026, by and between the Lexington-Fayette Urban County Government (LFUCG) on behalf of the Lexington Police Department and the Jessamine County 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 Jessamine County Sheriff to cross jurisdictional boundaries in order to respond to incidents on Jessamine County property to which Jessamine County Authorities have no access except through Fayette County.

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

WHEREAS, Tates Creek Road (KY 1974/KY 169 in portions) serves as a connector between Fayette and Jessamine Counties, with the county line generally aligning near the southern extents toward the Kentucky River.

WHEREAS, certain segments of Tates Creek Road and adjacent areas, including Donaldson Park (located at or near 9790 Tates Creek Road, near the Valley View Ferry and the Kentucky River), may involve overlapping or adjacent jurisdictional interests due to the geographic boundaries, public safety needs, and efficient law enforcement response.

WHEREAS, the Jessamine County Sheriff and Lexington Police Department desire to promote public safety, efficiently use resources, and coordinate law enforcement efforts by clarifying and granting specific jurisdictional authority to the Jessamine County Sheriff and Lexington Police Department in the described areas, without otherwise limiting the authority of either agency under Kentucky law.

WHEREAS, there is sufficient illegal activity and other need for law enforcement involvement in the aforementioned areas that law enforcement can achieve its greatest impact in combating this illegal activity and emergency response by way of interlocal cooperation whereby the Jessamine County Sheriff and Lexington Police Department both have jurisdiction and law enforcement powers may be exercised by either agency.

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, the Lexington-Fayette Urban County Council by appropriate ordinance, resolution, or otherwise pursuant to law as set forth in KRS 65.240(2), the Jessamine County Sheriff and the Chief of the Lexington Police Department; and
 - 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 Jessamine County Sheriff and Chief of the Lexington Police Department, or their designees, shall oversee, supervise and administer the law enforcement activities authorized by this Agreement and shall each be responsible for administering his/her 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.
 3. The purposes of this Agreement shall be to:
 - a. allow Jessamine Sheriff's deputies to exercise their law enforcement powers away from Jessamine County by providing additional jurisdiction in Fayette County. The jurisdiction zones where Jessamine Sheriff's deputies shall have jurisdiction shall be limited to Tates Creek Road (KY 1974) southbound from the intersection of Tates Creek Road and Ashgrove Road to the intersection of Tates Creek Road and Union Mill Road and at Donaldson Park, located at the end of Tates Creek Road adjacent to the Valley View Ferry (near the Kentucky River, in proximity to the Fayette-Jessamine County line). Due to the mapping system within the Kentucky Open Portal Solutions system (KYOPS), the Jessamine County Sheriff's Office is unable to conduct collision investigations within the above designated boundaries; and
 - b. allow the Lexington Police Department to exercise their law enforcement powers away from Fayette County by providing additional jurisdiction in Jessamine County. The jurisdiction zones where Lexington Police Officers shall have jurisdiction shall be on Tates Creek Road (KY 1974) southbound from the intersection of Tates Creek Road and Union Mill Road to the Valley View Ferry where Tates Creek Road ends at the Kentucky River.

4. This Agreement may be terminated by the Lexington Police Department, LFUCG, or Jessamine County Sheriff upon expiration of ninety (90) days after written notice to the others.
5. Amendments to this Agreement shall be effective only upon adoption by appropriate action as described in section 1, above.

In witness whereof, the Jessamine County Judge Executive, the Jessamine County Sheriff, the LFUCG Mayor and Chief of the Lexington Police Department 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 LFUCG, on the dates indicated beneath each signature.

David West
Jessamine County Judge Executive

Lawrence Weathers
Chief, Lexington Police Department

Date

Date

Kevin Grimes
Jessamine County Sheriff

Date

Linda Gorton
Mayor, LFUCG

Date

