

**RESOLUTION**

No. 09152014A

**GRANT COUNTY FISCAL COURT**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT CREATING THE  
BLUEGRASS AND CENTRAL KENTUCKY UNIFIED POLICE PROTECTION  
SYSTEM (BACKUPPS)  
AND AUTHORIZING THE JUDGE/EXECUTIVE TO SIGN ALL RELEVANT  
DOCUMENTS**

WHEREAS, Grant County has considered an Interlocal Agreement creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS);

WHEREAS, KRS 65.240 requires the authorization to be memorialized by ordinance or resolution;

NOW THEREFORE, be it resolved by the Grant County Fiscal Court:

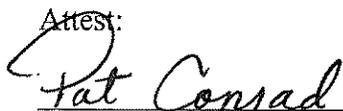
Section 1. That the Interlocal Agreement creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS) is hereby approved in substantially the same form as the attached Agreement.

Section 2. That the Judge/Executive is authorized to execute the Interlocal Agreement and any relevant documents on behalf of the County.

Dated this 15<sup>th</sup> day of Sept. 2014.

  
DARRELL LINK  
GRANT COUNTY JUDGE EXECUTIVE

Attest:

  
PAT CONRAD  
GRANT COUNTY FISCAL COURT CLERK

# Standard Operating Procedures

for

## Participation in the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS)

June 2014

### 1. Purpose

- a) The purpose of this SOP is to provide policies and procedures for law enforcement officers employed by Member Entities of the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS) Interlocal Agreement ("the Agreement") as required in paragraph 3.5 of the Agreement.

### 2. General

- a) For any agency that adopts this SOP, the policies and procedures contained herein are **mandatory** for all law enforcement officers employed by the Agency. Failure to follow these policies may result in disciplinary action. However, in no event shall failure to follow these policies affect the authority of an officer to exercise the rights, responsibilities, powers and immunities granted to him or her under the terms of the Agreement, including but not limited to the right to enter the jurisdiction of another member entity and to exercise the powers of arrest therein.
- b) Upon agreement of the chief law enforcement officers of the host and visiting Member Entities, any of the policies and procedures may be waived on a case by case basis.

### 3. Definitions

- a) The definitions contained the Agreement are incorporated as though set forth herein.
- b) "Incidental enforcement action" means action of a law enforcement officer that is unrelated to the officer's reason for entry into a host jurisdiction. Generally, only felonies or misdemeanors witnessed by a police officer while visiting a host jurisdiction require incidental enforcement action. This includes action taken by an officer who resides in the host jurisdiction.
- c) "Intended enforcement action" means action of a law enforcement officer that is directly related to the officer's reason for entry into a host jurisdiction. Investigations, undercover operations, and criminal interdictions are examples of direct enforcement actions.
- d) "Host jurisdiction" means the jurisdiction, other than an

officer's home jurisdiction, in which an officer is performing law enforcement activities. If an officer is performing law enforcement activities in a county, but not within the corporate limits of a city, the county shall be the host jurisdiction. If an officer is performing law enforcement activities in the corporate limits of a city, the city shall be the host jurisdiction.

#### 4. Policy

- a) An officer shall not take incidental enforcement action unless he or she directly witnesses a risk to public safety or a risk of substantial injury to a person, or unless requested by the host jurisdiction to provide such action or assistance.
- b) Officers shall not perform routine traffic details (for example, radar checks and seatbelt and DUI checkpoints) in a host jurisdiction unless the chief law enforcement officer of the host jurisdiction requests such action.
- c) Officers shall coordinate intended enforcement action with the appropriate law enforcement agency(ies) of the host jurisdiction.
- d) Complaints of misconduct of an officer who performs law enforcement action in a host jurisdiction shall be directed to the officer's home jurisdiction for investigation. Officers in the host jurisdiction where the complaint occurred shall fully cooperate with the investigation.

#### 5. Notice

- When Notice Shall be Provided

- ▲ Whenever an officer, acting under the authority of the Agreement, enters a host jurisdiction for the purpose of performing an intended enforcement action, such officer shall, to the extent feasible, provide the host jurisdiction with notice within a reasonable time prior to entry. The officer shall provide the host jurisdiction with information sufficient to enable the host jurisdiction to provide assistance to the officer.
- ▲ In the event it is not feasible for an officer performing an intended enforcement action to provide notice to the host jurisdiction prior to entry, the officer shall provide such notice as soon as practical after entry.
- ▲ Officers performing undercover operations shall, in all circumstances, contact the host jurisdictions on duty supervisor immediately prior to entry.
- ▲ Whenever an officer, acting under the authority of the Agreement, has need to take incidental enforcement action within a host jurisdiction, such officer shall,

to the extent feasible, provide the host jurisdiction with notice prior to initiating the action. The officer shall provide the host jurisdiction with information sufficient to enable the host jurisdiction to provide assistance to the officer.

▲ In the event it is not feasible for an officer performing an incidental enforcement action to provide notice to the host jurisdiction prior to initiating the action, the officer shall provide such notice as soon as practical after taking action.

• How Notice is Accomplished

▲ Notice to a host jurisdiction shall be accomplished through dispatch or by direct communication with the host jurisdiction. Under emergency circumstances, an officer may request his or her own dispatch to provide notice to the host jurisdiction.

6. Jurisdiction and Custody

a) In all enforcement actions performed within a host jurisdiction, the circumstances of the case and the discretion of the officers and prosecutors involved shall determine which Member Entity has jurisdiction over a case and/or custody of persons under arrest, evidence and seized property.

7. Command and Rank Structure

a) An officer performing law enforcement action in a host jurisdiction shall remain under the rank structure and operating policies of his or her own agency. However, the on-scene supervising officer of the host jurisdiction shall be in command. Officers performing law enforcement actions in a host jurisdiction shall be respectful of the officers of the host jurisdiction, regardless of rank.

**INTERLOCAL AGREEMENT CREATING A  
BLUEGRASS AND CENTRAL KENTUCKY  
UNIFIED POLICE PROTECTION SYSTEM (BACKUPPS)**

**THIS AGREEMENT**, made pursuant to the authority of the Interlocal Cooperation Act (KRS 65.210 to 65.300) by and between the **CITIES OF CLAY CITY, CYNTHIANA, DANVILLE, FRANKFORT, GEORGETOWN, HARRODSBURG, LANCASTER, LAWRENCEBURG, MT. STERLING, NICHOLASVILLE, OWENTON, PARIS, RICHMOND, STANFORD, STANTON, VERSAILLES, and WINCHESTER, KENTUCKY**; the **UNIVERSITY OF KENTUCKY**; the **COUNTIES OF ANDERSON, BOURBON, BOYLE, CLARK, FRANKLIN, GRANT, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, POWELL, ROWAN, SCOTT, and WOODFORD, KENTUCKY**; and the respective **SHERIFFS** of said counties (collectively, the Parties).

**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 are exercised and enjoyed jointly with other public agencies;

**WHEREAS**, during the normal course of duty, it is necessary for police offices and sheriffs' deputies to travel between counties and cities in the Central Kentucky region, e.g. working criminal interdiction details, transporting prisoners from one jurisdiction to another, responding to calls for assistance in other counties as well as service of warrants from one county to another and traveling to and from the Kentucky State Police Crime Lab; and

**WHEREAS**, there is evidence that criminal activity exists in and throughout the entire central Kentucky area, that such illegal activity is detrimental to the health and general welfare of the populous of the entire area, and that such illegal activity regularly crosses jurisdictional boundaries utilizing interstate highways; and

**WHEREAS**, local law enforcement can achieve its greatest impact in combating this illegal activity by way of interlocal cooperation, whereby the officers of the Parties' respective police department and sheriffs' offices may exercise their powers throughout the entire region; and

**WHEREAS**, KRS 65.255 provides that sheriffs, peace officers and police department members acting in the performance of their duties outside their own jurisdiction pursuant to an interlocal agreement shall have the full powers 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;

**NOW, THEREFORE**, in consideration of the mutual and reciprocal covenants hereof, the Parties hereby agree as follows:

1.0 **Purpose of Agreement:** The purpose of this Agreement is to establish a central Kentucky regional cooperative law enforcement system and to provide inter-jurisdictional powers to peace officers employed by the parties to the Agreement.

## 2.0 **Definitions**

2.1 As used herein, the following words and phrases have the meanings indicated thereafter:

2.1.1 “Member Entity” means a city or county police department, county sheriff’s department, or other law enforcement public agency that is a party to this Agreement.

2.1.2 “Member Officer” means a full time or part time Peace Officer Professional Standards (POPS) certified officer or deputy of a Member Entity. The term Member Officer shall include the elected Sheriff of a Member Entity regardless of whether he or she has received POPS certification. Member Officer shall not include constables.

## 3.0 **Scope of Agreement**

3.1 **Powers and Immunities of Member Officers:** Each and every Member Officer, when acting within the scope of his or her duties as a sworn peace officer outside the jurisdictional boundaries of his or her Member Entity and within the jurisdictional boundaries of another Member Entity, shall have the full power of arrest and all powers the Member Officer possesses in his or her own jurisdiction, and shall have the same immunities and privileges as if the duties were performed in the jurisdiction of his or her own Member Entity. Such powers, immunities, and privileges shall include, but are not limited to, 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 Police Chief or Sheriff of the hosting Member Entity.

3.2 **Authority to Cross Jurisdictional Boundaries:** Whenever, in the normal course of duty, it becomes necessary for a Member Officer to enter the jurisdiction of another Member Entity, the Member Officer shall have the authority to enter that Member Entity's jurisdiction and to exercise therein the powers and privileges granted in section 3.1 of this Agreement.

3.3 **Notice Protocol:** Whenever a Member Officer acting under the authority granted in this Agreement has necessity to enter the jurisdiction of another Member Entity, the Member Officer shall, to the extent practical, notify the hosting Member Entity in advance of his or her intent to enter its jurisdiction. In the event advance notice is not practical, the Member Officer shall, as soon as possible and to the extent practical, notify the hosting Member Entity of his or her entry.

3.4 **Failure to Follow Notice Protocol Shall Not Affect Authority:** In the event a Member Officer fails to follow the established notice protocol provision for entering the jurisdiction of another Member Entity, such failure shall not negate, hinder, or otherwise affect the authority granted to the Member Officer under this Agreement.

3.5 **Model Operating Protocol:** The Member Entities recognize the need to afford Member Officers maximum flexibility in performing their duties under this Agreement while fostering respect for the integrity and autonomous operation of each and every Member Entity. Member entities shall adopt Standard Operating Procedures governing the conduct of law enforcement officers participating in this Agreement. Member Entities are

encouraged to adopt the Model Standard Operating Procedures for Participation in the Central Kentucky Interlocal Shared Jurisdiction Agreement, which is attached as Exhibit A hereto. By executing this Agreement, each Member Entity understands and accepts that such protocols are advisory in nature and shall not affect the authority granted to Member Officers in this Agreement.

3.6 **Reciprocal Cooperation and Assistance:** It is the intent of the Parties to facilitation inter-jurisdictional cooperation and mutual aid whenever it is in the best interests of the citizens of the Commonwealth. Member Entities shall, upon request and to the extent practical and feasible, assist with any investigation, search, arrest or other law enforcement activity undertaken by a Member Officer within the hosting Member Entity's jurisdictional boundaries. Any Member Entity may request assistance from other Member Entities, who are hereby empowered to provide such assistance under the full immunities, privileges and powers provided by state law and this Agreement.

4.0 **No Separate Administrative Entity:** No separate administrative entity is created by this Agreement.

4.1 **Administrator:** This Agreement and the joint undertaking authorized herein shall be administered by the respective executive authorities of the Parties.

5.0 **Funding:** This Agreement does not provide for funding. Unless otherwise agreed in writing, each Member Entity shall be responsible for the respective financial costs, including salaries, wages, expenses and benefits to or on behalf of any of its personnel, associated with any undertakings of its Member

Officers, regardless of the jurisdiction in which they perform their duties.

Nothing in this Agreement shall be construed to create an employer-employee relationship between a hosting Member Entity and another Member Entity's Member Officer.

6.0 **Ownership of Seized and Forfeited Assets:** It is the intent of the Parties to share equitably in the ownership of assets forfeited in the course of any law enforcement activity undertaken pursuant to this Agreement. In the event that an officer of one Member Entity seizes property within the jurisdictional boundaries of another Member Entity, the respective Chiefs of Police and/or Sheriffs of each member entity shall, on a case by case basis, mutually agree upon an equitable distribution of the forfeited assets. In the event said Chiefs of Police and Sheriffs cannot agree, the assets shall be distributed equally between the Member Entities involved in the law enforcement activity.

6.1 **Custody:** Custody of evidence and assets seized in a joint law enforcement activity shall be handled in accordance with the case agency's policies.

7.0 **Addition of New Parties:** New parties may join this Agreement, provided all parties existing at the time of the proposed addition agree in writing to the addition of the party. An amendment to this Agreement shall not be necessary to add new parties, so long as the terms of the Agreement are not otherwise changed. However, the newly added party shall be responsible for complying with all filing requirements required by the Interlocal Cooperation Act, KRS 65.210 to 65.300.

8.0 **Effective Date:** This Agreement shall be effective the first full day following completion of all requirements contained in the Interlocal Cooperation Act, KRS 65.210 to 65.300.

9.0 **Duration:** This Agreement shall remain in effect in perpetuity or until terminated according to the provisions of the Agreement.

10.0 **Termination and Withdrawal:** Any party may withdraw from this Agreement upon not less than 30 days' notice to all other parties.

10.1 **Notice:** Withdrawal shall be accomplished by delivering notice via regular first-class mail, postage pre-paid to the Mayor of every city that is a party; the Judge/Executive and Sheriff of every county that is a party; and the President of every University that is a party:

10.2 **Agreement to Remain in Force for Non-Withdrawing Parties:**

In the event that one or more parties withdraw from the Agreement, such that at least other two parties remain bound thereunder, such withdrawal shall not affect the force and validity of the Agreement between the remaining parties.

10.3 **Termination:** In the event less than two parties remain after the withdrawal of other parties, the Agreement shall be deemed terminated.

11.0 **Disposition of Assets Upon Termination:** Since this Agreement does not contemplate mutual holding of assets, there are no assets to dispose of upon termination.

12.0 **Standard Contract Provisions:**

12.1 **Governing law:** This Agreement shall be interpreted, construed and governed by Kentucky law.

12.2 **Severability:** In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed, interpreted, and construed as if such provision or a part of a provision had never been included in this Agreement.

12.3 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties in regard to the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

12.4 **Execution and Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

12.5 **Amendment:** This Agreement may not be amended by any means other than a written agreement signed by all Parties.

12.6 **Captions and Headings:** Captions and headings of the paragraphs and sub-paragraphs of this Agreement have been inserted for the convenience of reference only, and in no way shall affect the interpretation of any of the terms and provisions of the this Agreement.

12.7 **Execution by Less Than All Parties:** Execution by each and every one of the parties listed below as signatories shall not be a prerequisite to a valid, binding and effective contract between the

executing parties. In the event that two or more, but not necessarily each and every, of the parties listed below execute this Agreement, the Agreement shall be effective and binding between the parties so executing. Any entity which has not executed the Agreement at the time of filing with the Attorney General for approval may not execute the Agreement after such time. However, such entity may join the Agreement pursuant to the provisions of section 7.0 of the Agreement.

**IN WITNESS WHEREOF**, this Agreement has been signed by the respective executive authorities of the Parties, on the date opposite their respective names, pursuant to the authority granted them by their respective legislative bodies.

**CITY OF DANVILLE**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF FRANKFORT**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF GEORGETOWN**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF HARRODSBURG**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF LAWRENCEBURG**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF MT. STERLING**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF PARIS**

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF RICHMOND**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF VERSAILLES**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**UNIVERSITY OF KENTUCKY**

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
(name, title)

**KENTUCKY HORSE PARK**

\_\_\_\_\_  
By: \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
(name, title)

**ANDERSON COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**BOURBON COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**CLARK COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**FRANKLIN COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**JESSAMINE COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**MADISON COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**ROWAN COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**SCOTT COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**WOODFORD COUNTY**

By: \_\_\_\_\_  
County Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_

ATTEST:

---

(name, title)

APPROVED PURSUANT  
TO K.R.S. 65.260

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Hon. Jack Conway  
Kentucky Attorney General

THIS INSTRUMENT PREPARED BY:

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Andrew Hartley  
Georgetown City Attorney  
100 North Court Street  
Georgetown, KY 40324  
(502) 863-9800

**CITY OF OWENTON**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF STANFORD**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF WINCHESTER**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**BOYLE COUNTY**

By: \_\_\_\_\_  
Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

OWEN COUNTY

By: \_\_\_\_\_  
Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**GRANT COUNTY**

By:   
Judge/Executive

ATTEST:

Pat Conrad, Fiscal Court Clerk  
(name, title)

By:   
County Sheriff

ATTEST:

Pat Conrad, Fiscal Court Clerk  
(name, title)

**POWELL COUNTY**

By: \_\_\_\_\_  
Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**MONTGOMERY COUNTY**

By: \_\_\_\_\_  
Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**MERCER COUNTY**

By: \_\_\_\_\_  
Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF NICHOLASVILLE**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF CLAY CITY**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF CYNTHIANA**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF STANTON**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

**CITY OF LANCASTER**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(name, title)

NICHOLAS COUNTY

By: \_\_\_\_\_  
Judge/Executive

ATTEST:

\_\_\_\_\_  
(name, title)

By: \_\_\_\_\_  
County Sheriff

ATTEST:

\_\_\_\_\_  
(name, title)