

## MEMORANDUM OF AGREEMENT

### Kentucky State Police and Louisville Metro Police Department

#### Officer Involved Shooting Protocol

This agreement is entered into this 20<sup>th</sup> day of October, 2020 between the Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department ("LMPD") and the Kentucky State Police ("KSP"). The purpose of this agreement is to establish the procedural relationship between the parties while continuing a relationship of mutual support and fostered cooperation to the fullest extent possible with the Kentucky State Police's investigation of critical incidents and/or other activities at the request of the Louisville Metro Police Department. This agreement shall supersede all previous agreements between the parties concerning Officer Involved Shootings.

#### **I. REQUESTING THE KENTUCKY STATE POLICE**

When requested by LMPD, The Kentucky State Police **may** respond for the purpose of conducting investigations on that agency's behalf involving the investigation of a critical incident involving an employee of that agency. In determining the method of contact, LMPD should consider the nature of the investigation, the urgency for the response, and the sensitivity of the information that will be relayed.

#### **II. BENEFITS OF INVESTIGATION HANDLED BY THE KSP ON BEHALF OF ANOTHER AGENCY**

The benefits of an investigation conducted by the KSP on behalf of another agency concerning a critical incident involving an employee of that agency include:

- Impartiality
- Transparency
- Experience
- Established Protocol
- Detailed Documentation
- Additional Resources

##### ***1. Critical Incidents***

Critical incidents include officer-involved shootings where a person is injured and could include other fatal encounters between LMPD officers and others.

##### ***2. Officer Deaths***

At the request of LMPD, the KSP may investigate officer involved shooting deaths of officers, either on-duty or off-duty while in the performance of their duties.

### **III. OFFICER INVOLVED SHOOTING INVESTIGATION PROTOCOL**

LMPD agrees to the standard procedures and protocols utilized by the KSP for investigations of critical incidents involving sworn officials of LMPD. Failure to adhere to this agreement concerning the investigatory protocols may result in the KSP declining to conduct the investigation, suspension of the investigation, and/or termination of the investigation on the part of either or both parties.

#### ***1. Response and Investigation***

- a. LMPD will be responsible for securing the scene. LMPD PIU will contact KSP to request their assistance. At that time, KSP may request LMPD PIU perform certain investigatory tasks. Upon arrival, the KSP assumes control and command of the scene.
  
- b. LMPD PUBLIC INTEGRITY UNIT should provide a liaison to the KSP to serve as the single point-of-contact with the KSP at the scene and for follow-up throughout the duration of the investigation. The LMPD PUBLIC INTEGRITY UNIT will also be responsible for providing replacement firearms and/or equipment to the officers involved, should the need arise to collect those items from the involved officers as potential evidence. Additionally, KSP may request assistance from LMPD in the form of personnel and/or resources depending upon the size and scope of the investigation. LMPD PIU will also be responsible for overseeing and uploading body camera video of LMPD officers.
  
- c. LMPD PEER SUPPORT should be immediately assigned (one escort per involved officer) to stay with the involved officer to assist with that officer's needs, so as to ensure their well-being, by assisting in contacting the officer's family members, as an example. The LMPD Police Counselor may also provide support as needed.
  
- d. KSP will respond and process the scene at the direction of the KSP per KSP standard operating procedures ("SOP"). KSP may request the assistance of the LMPD Crime Scene Unit to process the scene at the direction of KSP investigators.
  
- e. All evidence regarding the investigation will be maintained in a KSP property room per KSP SOP.
  
- f. Vehicles that need to be processed for evidence will be towed to a lot approved by KSP for processing and will be released to LMPD upon completion of processing (if appropriate). At the request of KSP, the LMPD Vehicle Impoundment Unit and tow lot may be utilized.
  
- g. Upon completion of the scene investigation, LMPD PIU will be notified in order to secure the scene or release the scene, whichever is appropriate.
  
- h. Any statements from the involved officers and/or witness officers will be recorded in accordance with KSP procedures, At the request of KSP, LMPD PIU may be requested to assist with

providing interview facilities as well as conducting interviews of witnesses other than the officer who fired his/her weapon.

i. The KSP and LMPD will follow the policies and procedures required by the KSP SOP concerning response to Officer Involved Shootings.

j. Modification of these procedures may be authorized by joint agreement, where the initial request to KSP is made at some point after an investigation has been initiated by LMPD.

k. In accordance with Article 17, Section 5, Paragraph D of the Collective Bargaining Agreement between Louisville/Jefferson County Metro Government and River City Fraternal Order of Police Lodge #614, Metro Government may require a Member involved in a use of deadly force incident resulting in an injury to take a drug and alcohol test pursuant to the procedures as established in Appendix 1, Drug Testing Policies and Procedures. Should KSP decide to require an officer to submit to a drug or alcohol test, LMPD will rely upon those results.

### ***2. Release of Information to the Media***

KSP, in coordination with LMPD, will be responsible for jointly releasing information to the media regarding the incident and subsequent investigation in their discretion so as to not adversely affect the investigation or any existing contractual agreements that LMPD has with their sworn officials. LMPD will retain the right to release body camera video, 911 recordings, personnel files, officer photographs and radio transmissions.

### ***3. Review by the Commonwealth Attorney's Office***

Upon completion of the investigation, the KSP shall submit its findings to the Commonwealth Attorney's office for review and appropriate action, if any. Should the Attorney General or other special prosecutor be called upon to act in place of the Commonwealth Attorney with regard to the incident, KSP shall submit its findings to the Attorney General or such special prosecutor.

### ***4. Limitation or Suspension of Police Powers***

LMPD is responsible for determining and implementing the limitation or suspension of the involved officers, if necessary. LMPD will make any determination regarding the return to duty of the officers involved in the Officer Involved Shooting from their agency.

### ***5. Administrative Investigations***

In accordance to LMPD policy, LMPD is responsible for conducting any subsequent internal investigations regarding potential violations of LMPD's rules, regulations, policies, and/or procedures. Adherence to the principles of *Garrity v. New Jersey*, 385 U.S. 493 (1967) may require the delay of an internal agency investigation while the KSP investigation is underway.

## **IV. PROSECUTION**

If the County Attorney's office and/or the Commonwealth Attorney's office determine that sufficient evidence exists to move forward with a criminal prosecution following a review of the

investigation, a representative of the KSP may be responsible for presenting the case testimony during any court proceeding.

#### **V. DOCUMENTATION**

All documentation regarding the investigation will be maintained in an official KSP case file in accordance with standard procedures and protocols of the KSP. The official case file will be maintained by the KSP and will remain the property of the KSP. KSP will be responsible for all FBI/UCR reporting of the incident.

Copies of the case file will be reproduced in their entirety for the County Attorney's office and/or the Commonwealth Attorney's office for potential prosecutorial purposes. Additional copies of the case file will be reproduced at the direction of the County Attorney's office and/or the Commonwealth Attorney's office for discovery purposes.

LMPD will be provided a complete copy of the case file after presentation to the Commonwealth Attorney or County Attorney as noted above.

#### **VI. ADDITIONAL ASSISTANCE PROVIDED BY THE KSP**

There may be instances in which LMPD may utilize the KSP including the initiation of a formal KSP investigation. LMPD may consult with and/or utilize the KSP in a limited capacity to assist with criminal investigations of their sworn officials in which LMPD is currently conducting. When a requesting agency asks for a consultation such as this, it will be documented that the KSP is involved with the investigation in a limited capacity and that the responsibility for conducting the investigation remains with LMPD.

#### **VII. AVAILABILITY OF RESOURCES**

LMPD understands that KSP may be required to deny a request for investigation should KSP lack the necessary personnel or resources to properly conduct the investigation. In these situations, the LMPD PIU will conduct the investigation.

#### **VIII. TERMINATION OF THIS AGREEMENT**

Either agency may withdraw from further performance under this agreement by notice to the Commissioner or acting Commissioner of KSP or the Chief or acting Chief of LMPD.

#### **IX. LAWS AND AGENCY REGULATIONS**

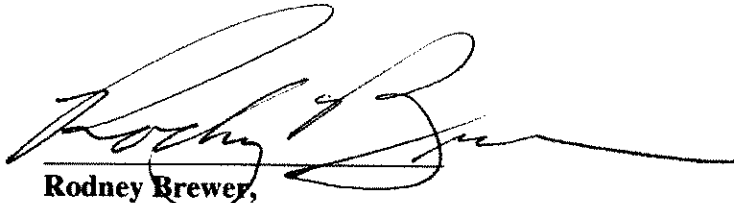
When laws, policies, or regulations governing either agency conflict with the terms of this agreement, including those laws, policies, or regulations adopted or amended after the date of this agreement, the laws, policies, or regulations shall be the controlling authority.

#### **X. REIMBURSEMENT FOR COSTS OF INVESTIGATION XI. REIMBURSEMENT FOR COSTS OF INVESTIGATION**

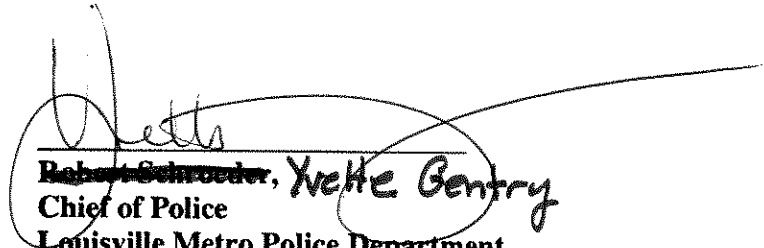
LMPD shall reimburse KSP for the salary of each employee assigned to the investigation, for all time actually worked in the course of the investigation, as well as for any reasonably necessary

travel expenses incurred in the course of the investigation, including any necessary local hotel accommodations and reimbursement for mileage incurred in the course of the investigation, at the mileage reimbursement rate for state employee travel then in use by the Commonwealth of Kentucky Finance and Administration Cabinet.

*The undersigned agree to the provisions as set forth in this document.*

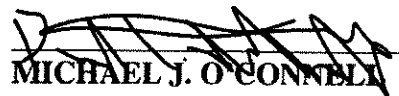


**Rodney Brewer,  
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**~~Robert Schroeder~~, Yvette Gentry  
Chief of Police  
Louisville Metro Police Department  
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**APPROVED AS TO FORM AND  
LEGALITY:**



**MICHAEL J. O'CONNELL**

**JEFFERSON COUNTY ATTORNEY  
10/15/2020**

**Date: \_\_\_\_\_**