

Memorandum of Agreement

PARTIES

This Memorandum of Agreement (“MOA”) is entered into by the City of Madison Police Department and the Alabama Law Enforcement Agency (“ALEA”) and its State Bureau of Investigation (“SBI”). This MOA does not alter, change, or abolish the original jurisdiction of any incident. Nothing in this MOA should be construed as limiting or impeding the basic spirit of cooperation between the Madison Police Department and ALEA.

PURPOSE

The purpose of this Agreement is to establish investigative authority and procedures for conducting investigations involving the use of force by law enforcement officers employed by the Madison Police Department in the performance of their duty. Specifically, incidents include the shooting injury of a person by a police officer, the death or serious injury of a person while in police custody, or the death or serious injury of a person during an attempt to take him/her into police custody.

SBI personnel may investigate incidents not specifically mentioned in this Agreement but may do so only after consulting with and receiving approval from the ALEA Secretary, the SBI Director, or their designees.

TERM AND TERMINATION

ALEA may decline to exercise its investigative authority under this Agreement due to conflicts of interest or other reasons or may terminate this Agreement for any reason at the sole discretion of the ALEA Secretary. This Agreement shall be effective upon signature of both parties and shall remain in effect until one or both of the parties terminates the Agreement in writing.

In the event the Madison Police Department terminates this Agreement during an active or pending investigation specified and covered under the Agreement, SBI may notify and/or consult with prosecutorial authority before releasing any reports, evidence, or other documentation to the Madison Police Department.

PARTY RESPONSIBILITY

In the event of an incident covered under this agreement, the Madison Police Department shall notify the SBI Region Commander of his/her designee via a telephone call, as soon as safe and practical to do so. The Madison Police Department shall maintain custody and control of the scene

of the incident, including initiating and maintaining a log of all persons present, arriving, and departing, until SBI personnel arrive on scene to provide relief. The Madison Police Department shall provide an on-scene liaison to assist SBI personnel to identify the location of the event and any other known locations with potential for evidence and to inform SBI personnel of all Madison Police Department actions performed and information gathered prior to SBI arrival. The Madison Police Department shall release all evidence (i.e., physical evidence, weapons, video footage, vehicle(s), etc.), pertaining to an investigation governed by the Agreement known to exist at the time the Madison Police Department notifies SBI and any other evidence discovered throughout this investigation.

Upon being notified of an incident covered under this agreement, ALEA is responsible for ultimately dispatching Special Agents and other necessary personnel to the reported incident location(s). Upon arrival, SBI personnel will assume operational authority of the investigation, including but not limited to, processing the scene, interviewing or interrogating persons involved and witnesses, collecting and preserving potential evidence, and evaluating requests for additional resources.

PROCEDURES

SBI Policies and procedures will control the method and manner of the investigative process. When necessary, SBI and the Madison Police Department, in consultation with the prosecuting authority with jurisdiction over the incident location, shall resolve conflicts regarding policies and procedures that govern use-of-force investigations through discussion and conference by and between each agency's respective supervision. In all other respects, the parties understand that they are, and shall remain, separate and distinct entities. The relationship between the parties is purely contractual in nature. ALEA employees shall remain, at all times, employees of ALEA under ALEA's direction and control, and subject to all applicable ALEA personnel policies and procedures. Madison Police Department employees shall remain, at all times, employees of the City of Madison Police Department under Madison Police Department direction and control, and subject to all applicable Madison Police Department and City of Madison personnel and procedures.

INFORMATION SHARING

Information related to any SBI investigation is considered law-enforcement sensitive and must be protected from unauthorized release or disclosure. To the best of their abilities, the parties shall ensure investigative information, including but not limited to information known at the time that the Madison Police Department notifies SBI of the incident and information the Madison

Police Department and SBI discover during the investigation is secure from unauthorized release or disclosure from inception through conclusion of the investigation.

SBI personnel will share information discovered during the investigative process with the Madison Police Department executive leadership, representatives of the prosecuting authority, or other required entities when necessary to update the Madison Police Department regarding the investigation status, conduct a thorough and complete investigation, or determine the appropriate course of action for case resolution. SBI will provide the Madison Police Department with copies of the final report and other related documentation at the conclusion of the investigation. Any items collected as evidence during the investigation shall be released to the Madison Police Department, unless otherwise prohibited by law or court order.

Unauthorized disclosure of law enforcement sensitive information by the Madison Police Department may result in ALEA immediately terminating any active investigation it undertakes pursuant to the Agreement.

MEDIA RELEASE

Executive leadership of ALEA and the Madison Police Department, or their designees, shall coordinate and discuss all written media releases or statements prior to distribution. Executive leadership of ALEA and the Madison Police Department, or their designees, shall coordinate discussion points and information to be released during live addresses, updates, or press conferences prior to the live event.

PROSECTUION

SBI will submit all final reports, evidence, and other documentation to the prosecuting authority for review and assessment. SBI will report the material factual findings and its investigative conclusions but will offer no legal recommendations regarding prosecution within the final report.

REPORTS & RECORDS

ALEA will maintain all reports, documents, photographs, video, investigative summaries, non-evidentiary material, and other related documentation in accordance with its record retention policy.

ASSIGNMENT

Neither party shall assign this Memorandum of Agreement without receiving prior written consent from the other party.

ENTIRETY

This Agreement constitutes the entire and only agreement between the parties relating to the matters described herein, and all prior negotiations, representations, agreements, and understandings are superseded hereby. Neither party shall alter or supplement the terms outlined in the Agreement without written, signed consent from the duly authorized representatives of the parties.

For the convenience of the parties, the Agreement may be executed by facsimile or PDF signature and in counterparts, each of which shall be deemed an original and all of which will constitute on and the same instrument.

SIGNATURES

Alabama Law Enforcement Agency

By: _____ **Date** _____
Hal Taylor, its Secretary

_____ **Date** _____
Madison Chief of Police

_____ **Date** _____
Mayor, City of Madison