

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HOWARD COUNTY STATE'S ATTORNEY'S OFFICE
AND
THE MONTGOMERY COUNTY STATE'S ATTORNEY'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made by and among the Howard County State's Attorney's Office and the Montgomery County State's Attorney's Office, hereinafter referred to collectively as the "Parties".

WHEREAS, the Parties have a desire to come to an agreement and define the terms, roles, and responsibilities relating to incidents where it is alleged that a death occurred as a result of a police officer's use of force within our jurisdictions;

WHEREAS, the Parties agree as follows:

- A. **TERM.** The term of this MOU shall be for the duration of the current elected term of office of the respective State's Attorneys.
- B. **PURPOSE.** The purpose of this MOU is to memorialize the agreement between the Parties regarding the investigation of any death that occurs as a result of a police officers use of deadly force.
- C. **RESPONSIBILITIES OF THE PARTIES.** The parties agree that all use of force cases resulting in death shall be handled by the prosecutor's office in which the death did not occur. Furthermore, the Parties agree that their roles and responsibilities are subject to available funding, resources, and personnel during the term of this MOU. Each party shall notify in good faith the other party if it is expected that its roles and responsibilities will change due to the particular circumstances of that moment.
 1. This MOU governs the Parties as it relates to allegations of death that occurred to individuals as a result of police use of force and/or deaths that occur while an individual is in police custody.
 - i. In police custody means prior to the individual in custody being processed at the county intake or local detention facility.
 2. Both the Parties agree that the judgment and determination reached after the conclusion of the independent investigation will be final.
 3. The Parties agree that following the conclusion of their investigation a written memorandum will be supplied to the referring jurisdiction outlining the basis of their conclusion regarding the matter investigated.

- i. That written memorandum will state the steps taken during the investigation of the case, the facts gathered during the analysis of evidence, and the legal reasoning that substantiates the final decision related to the case.
 - ii. This memorandum will be considered work product and confidential and the document itself is not to be disclosed to the public. However, all aspects of the memorandum may be referenced or referred to orally by either of the parties to the public in an effort to understand and answer any questions related to the conclusion in the case.
4. The Parties will provide a point of contact within their respective offices that will act as a liaison to assist with obtaining records, subpoenas, evidence, and other resources to facilitate the investigative process required for a proper and complete examination of the case.
5. The Parties agree that each investigation shall be independent and the method and manner of investigating the death will remain within the discretion of the investigating County. Should the investigating County believe that the case should be presented to the Grand Jury in the referring County the appointed liaison from the referring county will coordinate and assist in the scheduling of that presentation.
6. The Parties agree that the investigating County will make themselves available when, ethically permissible, to discuss the investigation with the public following the conclusion of their investigation.
7. At the conclusion of the investigation or case, whichever occurs last, the parties agree to turn over all documents, evidence, and case materials they have in their possession or utilized for trial, to the jurisdiction where the incident occurred. It will be the responsibility of the jurisdiction where the incident occurred to properly store and maintain the records related to the case.

D. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and applicable codes of ethics pertaining to or regulating the responsibilities to be performed in accordance with this MOU, including those now in effect and hereafter adopted.

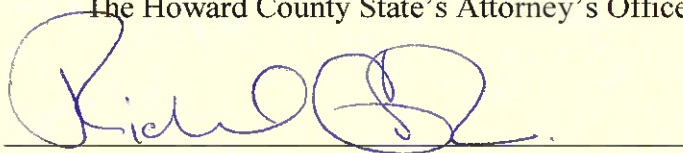
E. **AMENDMENTS.** This MOU may only be amended by written agreement signed by all Parties.

F. **TERMINATION.** A party may terminate its responsibilities under this MOU by providing 30 days written notice of the desire to terminate the MOU to the other party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, hereby evidence their agreement to the above terms and conditions by having executed this MOU.

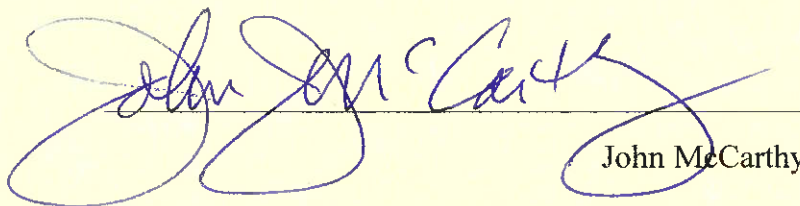
The Howard County State's Attorney's Office



Richard Gibson Jr.

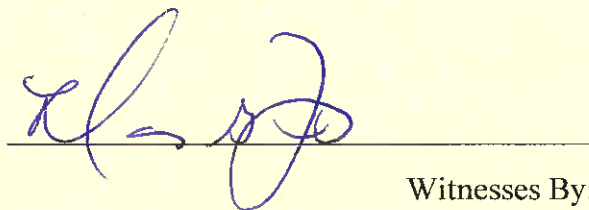
Howard County State's Attorney

The Montgomery County State's Attorney's Office



John McCarthy

Montgomery County State's Attorney



Witnesses By:

4/23/17

Date of Execution of MOU