

**MEMORANDUM OF UNDERSTANDING
AMONG
TENNESSEE BUREAU OF INVESTIGATION
DISTRICT ATTORNEY GENERAL'S OFFICE FOR THE 30TH JUDICIAL DISTRICT
MEMPHIS POLICE DEPARTMENT
AND
SHELBY COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (MOU) is entered into by and among the Tennessee Bureau of Investigation (TBI), the District Attorney General's Office for the 30th Judicial District (DA), the Memphis Police Department (MPD) and the Shelby County Sheriff's Office (SCSO), referred to collectively as the "Parties," in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter.

The parties agree to the following terms and conditions of this MOU:

1. Pursuant to T.C.A. 38-6-102, the DA for the 30th Judicial District, through this MOU, requests the TBI to investigate any of the following events:
 - a. The death of a person by an MPD/SCSO law enforcement officer acting in the line of duty; or
 - b. The death of an MPD/SCSO detainee while in a city, county or private jail when the death is surrounded by unusual or questionable circumstances, or if the death is sudden and the deceased had not been under immediate medical supervision.
2. Upon the occurrence of any of the above described events, MPD/SCSO shall:
 - a. Immediately notify TBI and the District Attorney General;
 - b. Secure a crime scene perimeter with access limited to emergency medical personnel, medical examiner personnel and TBI personnel;
 - c. Detain and hold any arrested persons pending the arrival of TBI personnel;
 - d. Identify and separate all eye witnesses for subsequent interview by TBI;

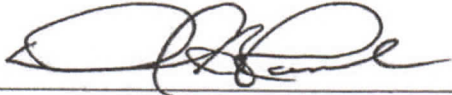
3. Upon the occurrence of any of the above described events and notification by the MPD and/or SCSO, the TBI is responsible for the following:

- a. Initiating an investigation in accordance with TBI Standard Operating Procedure: Law Enforcement Use of Force and Custodial Deaths Investigations Manual (updated 11-5-15) (attached hereto);
- b. Dispatching of any TBI personnel necessary for the proper conduct of such an investigation;
- c. Retaining operational direction of investigations and forensic assistance or coordination initiated pursuant to this MOU;
- d. Issuing of investigative reports and summaries to the District Attorney General as appropriate in the investigative process;
- e. Submitting final reports to the District Attorney General for review. TBI will report the factual findings of the investigation, but will offer no recommendations or reach legal conclusions concerning whether the force used, if any, was justified.


4. The parties agree that the criminal investigation conducted by TBI takes precedence over any internal or administrative investigations conducted by MPD and/or SCSO. The parties also agree that there may be situations where both the criminal and internal administrative investigations can be conducted simultaneously without interference. Accordingly, the MPD/SCSO agrees to advise TBI before initiating any internal administrative investigation. If an internal administrative investigation would interfere with the criminal investigation, MPD/SCSO agrees to postpone the internal administrative investigation until an appropriately agreed upon time.

5. This agreement shall become effective on the last date of execution by the parties and may be terminated upon thirty (30) days notice by mutual agreement of the parties.

Entered this 22 day of October, 2018.



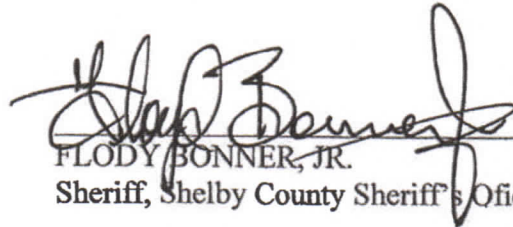
DAVID RAUSCH
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State of Tennessee



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District Attorney General
30th Judicial District



MICHAEL RALLINGS
Director, Memphis Police Department



FLODY BONNER, JR.
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