

Agreement in Principle
Among
the United States and Louisville/Jefferson County Metro Government
and the Louisville Metro Police Department

This Agreement in Principle (Agreement) among the United States and Louisville/Jefferson County Metro Government (Louisville Metro) and the Louisville Metro Police Department (LMPD) (collectively, Parties) reflects the Parties' commitment to work together and with the many communities that make up Louisville Metro to ensure that Louisville Metro and LMPD deliver services in a manner that respects the rights of residents, increases trust between officers and the communities they serve, and promotes public and officer safety. Through this Agreement, the Parties commit to negotiate reforms over the coming months to ensure sustainable, constitutional, and effective public safety and emergency response services. The Parties will seek input on these reforms from the various constituencies that make up Louisville Metro, including residents, community groups, city leaders, local businesses, and LMPD officers, to inform the negotiations.

The United States Department of Justice, Civil Rights Division, and the Civil Division of the United States Attorney's Office for the Western District of Kentucky, conducted an investigation under 34 U.S.C. § 12601 (Section 12601), Title VI of the Civil Rights Act of 1964 (Title VI), the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d (Safe Streets Act), and Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134. The United States has concluded its investigation and found reasonable cause to believe that Louisville Metro and LMPD engage in a pattern or practice of conduct that deprives people of rights protected by the Constitution and federal law. Specifically, the United States has reasonable cause to believe that Louisville Metro and LMPD engage in a pattern or practice of: (1) excessive force; (2) unlawfully conducting searches based on invalid search warrants; (3) unlawfully executing search warrants without knocking and announcing; (4) unlawful street enforcement activities; (5) unlawful discrimination against Black people; (6) unlawful responses to protected speech against police action; and (7) unlawful discrimination against people with behavioral health disabilities. The United States also found that LMPD's response to sexual assault and domestic violence raises serious concerns that LMPD engages in gender bias in delivering policing services to women. The United States' findings are set forth in a separate findings report, which is available at <https://www.justice.gov/crt>. At the end of the findings report, the United States has proposed remedial measures to address the findings in its report.

The investigation was conducted with the full and open cooperation of Louisville Metro and LMPD. While Louisville Metro does not concede that there is a pattern or practice of constitutional violations, it agrees that the United States' findings raise issues of importance to Louisville Metro and the community, and Louisville Metro agrees to continue to implement significant changes to improve public safety and emergency response services in Louisville. While the investigation was ongoing, Louisville Metro and LMPD took significant and important action to begin to address these issues.

In proposing remedies, the United States agrees to consider the initiatives already in the process of implementation, and the resources already committed to those initiatives, with the goal

of promoting efficiency and avoiding duplication. The United States commends Louisville Metro and LMPD for working cooperatively with the Department of Justice, recognizing the need for reform, and taking steps to begin the reform process. The agreement to be negotiated is intended to build on these actions to ensure Louisville Metro and LMPD personnel comply with the Constitution and laws of the United States, and in a manner that respects the rights of residents, promotes mutual confidence between the police and the community, and improves public and officer safety.

The Parties recognize that LMPD officers and employees are LMPD's greatest resource, and that the vast majority of them are committed to upholding the Constitution with honor and distinction while carrying out their important duties to ensure public safety. The Parties are committed to ensuring that police practices not only reflect constitutional principles, but the values of the communities served by LMPD. To that end, the agreement will include mechanisms that will facilitate ongoing participation of community members, including officers, in the implementation of the reform process. The Parties agree that it is critical to seek the input of LMPD officers and their representatives, officer and supervisor unions, and the many communities that make up Louisville Metro in developing an appropriate agreement.

Going forward, the Parties commit to negotiate in good faith to reach a comprehensive settlement in the form of a consent decree to be entered as an order of the United States District Court for the Western District of Kentucky. An independent third-party monitor will be selected to assist in determining whether the settlement is being implemented and whether the goals of the settlement have been achieved. The settlement will specify the selection and appointment process for the independent monitor. The Chief of Police of LMPD, who is answerable to the Mayor of Louisville Metro, will retain full authority to run LMPD in accordance with law.

The Parties recognize that the process of reform is complex and will require sustained effort. Reform will not occur overnight and will require clear goals and objectives. To this end, the Parties commit to work collaboratively and earnestly and with necessary urgency.

This Agreement in Principle does not limit, expand, or create a right of any person or entity seeking relief or pursuing legal action against Louisville Metro, LMPD, or any officer or employee thereof, for their conduct or the conduct of LMPD officers. No person or entity is or is intended to be a third-party beneficiary of this Agreement in Principle for the purposes of any civil, criminal, or administrative action. The United States agrees to defer filing a lawsuit against Louisville Metro related to its findings while the Parties engage in good faith negotiations to reach a settlement. This Agreement does not otherwise limit or restrict the Department of Justice's ability to initiate a civil action under Section 12601, Title VI, the Safe Streets Act, or the ADA or to conduct any investigation or bring any criminal charge, or to seek other enforcement action to protect the rights, privileges, or immunities of individuals that are secured or protected by the Constitution or laws of the United States. This Agreement does not constitute an admission for purposes of liability or otherwise by Louisville Metro or LMPD under any federal, state, or municipal law including, but not limited to, 42 U.S.C. § 1983.

Agreed to this 8th day of March, 2023.

For the United States:



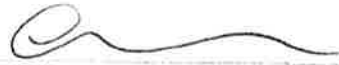
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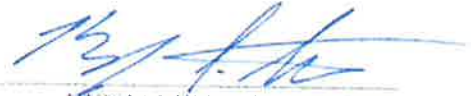
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