



OFFICE OF THE

## Floyd County Attorney

Commonwealth of Kentucky

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**KEITH BARTLEY**  
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### ATTORNEY/CLIENT COMMUNICATION

July 11, 2023

Judge Executive Williams  
Magistrate Crider  
Magistrate Ousley  
Magistrate Tackett  
Magistrate Akers

RE: Threat of Litigation

Gentlemen:

I was hoping to discuss the threat (express or implied) of litigation against the County regarding the events surrounding the murder of Amber Spradlin. I was hoping to do so at last week's Special Fiscal Court meeting, but we did not have an executive session.

So, there is a lot of information, and quite frankly, misinformation being circulated throughout our County. My thoughts, set forth herein, in part, are based upon the information known to me or made public by various people in positions to have information about the events of June 18, 2023.

First, it should be said that the decision to move the 911 Call Center from the KSP Post #9 to the Prestonsburg Police Department was within the authority of the Court. And even though the contract to do so was prepared by a non-lawyer, it still has a measure of protection built into it for the County, Fiscal Court and Fiscal Court Members.

Second, you should know that there are multiple defenses to any potential litigation against the County. Some of those defenses are legal in nature and others are factual. It is those fact based defenses that I want to discuss with you.

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Factually speaking, it is my understanding that Prestonsburg received a 911 call and decided it did not require law enforcement response (according to Les Stapleton and Ross Shurtleff). I have not personally heard the 911 call thus I cannot say with certainty that they are either correct or incorrect. However, I can say with absolute certainty that the contract between the County and the City provides as follows:

"2. Prestonsburg will make every effort to ensure that the call for service is legitimate that requires law enforcement response"

I recognize that it has been unpopular with some folks that I have pointed this out publicly but it is part of the defense of the County. Simply put Prestonsburg contracted to receive all 911 calls and, to make the decision about "legitimacy" and the need for "law enforcement response". The County agreed to pay Prestonsburg for those calls responded to outside the City limits (which could have included the call in question).

Upon receipt of the first 911 call from the McKinney residence, the City essentially had four (4) options from a law enforcement perspective:

- 1) Respond to the call with its own police officers;
- 2) Call the KSP and ask if they had a trooper available to respond;
- 3) Call the Sheriff's Department and ask if they had a deputy available to respond; or,
- 4) Determine a law enforcement response was not necessary.

Apparently, based upon statements made by City officials, their decision was option #4 - a law enforcement response was not necessary.

Thus, it is one defense that the County did not receive the call, did not make the decision to not request the Kentucky State Police or the Sheriff's Department to respond, did not have any input on whether Prestonsburg should respond, or even if a law enforcement response was necessary. All those decisions were made solely by Prestonsburg. Whether they made the correct decision(s) or not, it was strictly within Prestonsburg's authority and ability. Time will tell if Prestonsburg made the right call. The only obligation the County had was to pay Prestonsburg if it responded.

Thus, I believe it is a strong defense to assert that Prestonsburg made those decisions. Whether that leads to liability only time can tell. But, certainly, the County had no input on those decisions made by Prestonsburg.

I also reviewed the signed contract and found the following language:

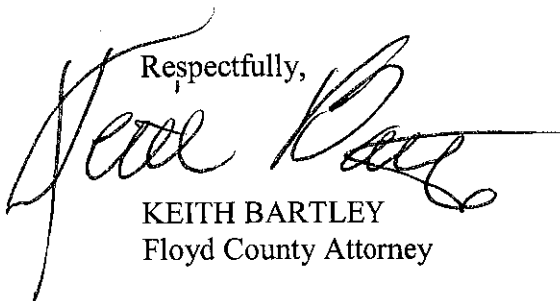
"22. Should either party become liable to the other or responsible for any claims, causes of action, losses and/or damages, by virtue of any negligent act or omission by the other, then such party agrees hereby to indemnify and hold harmless the other from any and all such claims, causes of action, losses and/or damages."

Although I believe the language could have been a little more clear, I interpret this provision to essentially mean that if the City is found responsible (civilly) for any act of negligence or omission, it will indemnify and hold the County harmless. Meaning if the County is determined to have any financial obligation as a result of the City's negligent act(s) or omission(s), the City would be responsible for the payment.

Now, I hope you can see why it is important that it be clear that the County played no role in making the decisions that followed the 911 call from the McKinney residence. Whether a law enforcement response was required will certainly be debated in the future. But, what we know with certainty is that if a law enforcement response was required, then it was the City and not the County that had the sole ability to make that call.

I am certain that each of you are hearing varying accounts as to what happened or what was done, or not done as the case may be, but I am equally certain that a lot of what you are being told is incorrect. If either of you wish to discuss this with me, please feel free to call or come by at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "Keith Bartley", written over a horizontal line.

KEITH BARTLEY  
Floyd County Attorney

KB/faj



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July 17, 2023

Keith Bartley  
Floyd County Attorney

RE: July 11, 2023, Letter to Fiscal Court/ Threat of Civil Litigation

Dear Keith:

I am in receipt of your letter sent to the Fiscal Court and it is necessary to respond. While I am uncertain about your reasons for drafting this letter under the auspices of attorney-client communications, I fully anticipate that I—and other Fiscal Court members—will soon need to publicly address the innuendo and inferences the letter contains. It has been my experience that our private communications with you, our attorney, somehow always become political fodder within Floyd County. I expect nothing different this time.

While it should appear obvious, let me first state you have a disqualifying conflict of interest representing Floyd County about these events. Your further representation of the Fiscal Court regarding our county's 9-1-1 Interlocal Agreement with the City of Prestonsburg, or any circumstances associated with those services since February 2023, including the tragedy which happened on June 18, 2023, is neither invited nor desired by the Fiscal Court. I will address some of the reasons why in this response.

My reaction to the murder of Amber Spradlin was like every other Floyd County citizen. Our entire community felt the same emotions—disbelief, sorrow, and anger—after learning about what occurred at Dr. McKinney's residence that night. Her death was a tragedy, and our deepest sympathies were shared with the grieving family. I thought every public official would stand unified together in support of law enforcement and prosecutors working to arrest, prosecute, and convict the monsters involved with this vicious and senseless act.

However, this did not occur. The focus soon shifted from supporting law enforcement efforts searching for a killer to a political side-show about our 9-1-1 dispatch services. Why and how did this happen? In my view, it was largely because you chose to create panic and community

alarm by falsely blaming the Fiscal Court's decision to transfer our dispatch services to the City of Prestonsburg. You deliberately suggested this policy decision caused, and/or contributed to, Amber's tragic death. Those statements were disgraceful.

Like your purported analysis of the "facts" in your letter, you publicly made these accusations without ever hearing the 9-1-1 dispatch calls made that morning. If we are to believe that you still have not heard those calls, as you represent in your letter, then how can you even offer your assessment of the "facts" in relation to the county's defenses?

There were two, 9-1-1 calls originating from Dr. McKinney's residence on June 18<sup>th</sup>. As judge executive, I sought and received the commonwealth attorney's approval to personally review the dispatcher's communications and their response to those calls. I have since listened to both. There was no information conveyed during the initial 9-1-1 call that gave any indication, whatsoever, to the dispatcher, that Amber Spradlin was present in the home or that a law enforcement response was needed at the residence. The second call, about five hours later, reported the crime and *KSP immediately responded*.

As county attorney, I fully expect you have the same access to review and evaluate those recordings. But for reasons unknown, you have not. Instead, you have chosen to publicly speculate over your purported "uncertainties" about our 9-1-1 dispatchers and intimate that someone was negligent by classifying the call as non-emergency. You purposely allude in your letter to the likelihood someone failed to perform their job with the adage, "time will tell." It is clear you don't want clarity, only confusion. You would otherwise listen to the recordings and help the Fiscal Court ease the community's anxiety. It seems like you want to keep the chaos stirring and public's fear heightened because you view this situation, albeit twisted, as a political opportunity.

You know the Fiscal Court owes a fiduciary duty to our citizens to defend against any potential claims of civil liability. So, it was particularly alarming to witness our county attorney passing notes with the plaintiffs' attorneys during their recent press conference. While I understand and respect the family's need for justice and accountability, members of the Fiscal Court swore an oath to safeguard public funds. And based on their remarks during the event, the plaintiffs' attorneys clearly indicated civil claims may be asserted against our county. You acknowledge as much in your letter. That is why your involvement is troubling. Even if your actual interactions were not as they seemed, your actions create an appearance of impropriety fueling distrust among the community—and the Fiscal Court.

The Fiscal Court's authority to make decisions is exclusively our right. We expect our county attorney will offer competent counsel, even if you do not endorse every decision. But whenever your objections impair your ability to render fair and competent advice, it seems self-evident you should decline representation regarding such matters. This is called a conflict, and the Fiscal Court will retain another attorney to represent its interests. You cannot act simultaneously both as our attorney and adversary. In fact, where your personal and/or political interests cannot be reconciled with the desires and actions of the Fiscal Court, I believe you are ethically bound to

decline or withdraw from further representation. Here, you are trying to play on both sides—and creating a public spectacle while doing it.

By making public statements contrary to, and in direct conflict with, the Fiscal Court's policy decisions about matters on which we have sought your advice, your conduct is against our interests. *You are not acting as a lawyer representing a client; rather, you are acting as a lawyer representing himself.* Although you are a public official, you serve as our attorney—constitutionally mandated to represent the interests of the Fiscal Court. The fact you were elected does not displace your legal and ethical obligations owed to the Fiscal Court.

In December 2022, the city and county were actively negotiating about 9-1-1 dispatch changes for Floyd County. Transferring these services had been under consideration for several months by our advisory group—which you never expressed any prior interest in participating. I sought your confidential legal advice regarding the initial, draft interlocal agreement which was prepared by the City of Prestonsburg with the assistance of their city attorney. I timely provided you with a copy of that agreement about a week before the Fiscal Court meeting.

You were aware the December Fiscal Court meeting was the last regularly scheduled meeting before the expiration of the then-current inter-local agreement with KSP. Time was of the essence as to our decision whether to move forward. A few minutes before the meeting, the entirety of your “advice” was sent to me by text message. You made no effort to rework or edit the draft agreement for which I requested your advice. Rather, you claimed the agreement was “illegal” because the county could not enter into an agreement before obtaining approval from the Department of Local Government (This legal advice was later proven erroneous as the DLG approved the inter-local agreement shortly after the final agreement was submitted).

Once that meeting began, you publicly started disclosing our confidential discussions—placing all professional, ethical duties aside—when stating your professed opposition to our pending Fiscal Court resolution. You stepped from your assigned seat with the Fiscal Court and walked to the podium announcing—in grandstanding fashion—you were going to comment as a “citizen” rather than an “attorney”. *Then you proceeded to publicly discuss your supposed legal advice* given confidentially to the Fiscal Court.

You misrepresented the agreement's terms to the Fiscal Court and public. You stated that if our dispatch services were not handled by KSP, then KSP would no longer staff adequate troopers to respond to emergencies. You represented our expiring agreement with KSP explicitly stated KSP only provided priority emergency response to those agencies using their dispatch services—and KSP would not respond to priority calls if we transferred our dispatch to Floyd County. You stated you were not consulted about the preparation of the agreement and if the county moved forward, it would incur more hidden costs for dispatch services than it was currently paying KSP. You ominously proclaimed, “there will be people who die” because of the changes to dispatch services. None of this was true when you made the statements—and none is true now.

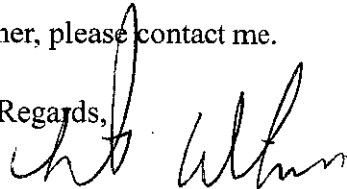
That behavior foreshadowed what we all have observed in the past month. You are intentionally conflating the unrelated, tragic events which happened at Dr. McKinney's house with the Fiscal Court's policy decision to transfer our dispatch services to the City of Prestonsburg. It is apparently your "*I told you so*" moment. You repeated many of the same false assertions you made in December at our June 2023 meeting—which are unfortunately being parroted as fact within the community. You falsely stated that Mayor Stapleton promised at the December meeting Prestonsburg police would respond to every emergency call in the county, essentially taking over KSP's duties. I have fully reviewed Mayor Stapleton's statements from that meeting, and this never occurred. For anyone sincerely wondering where the misinformation is coming from, *I believe they need not look further than you*—our elected county attorney, and the rumors you've been spreading both publicly and privately.

Since your personal and political interests are antagonistic to the Fiscal Court, we have retained outside counsel to provide proper representation. I notified KACO about a potential civil liability claim being filed against the county, and KACO has since provided independent counsel to provide representation. In addition, the Fiscal Court deemed it necessary to retain outside counsel to provide legal advice regarding our inter-local agreement for 9-1-1 emergency service, evaluate the performance of those services, and negotiate the additional terms and conditions for a permanent agreement—as specifically contemplated under the inter-local agreement I executed in December 2022. It is abundantly clear you cannot adequately represent the county's interest on these matters.

It is my responsibility to ensure transparency, accountability, and trust within our county government. If we are unable to rely upon our county attorney to protect the county's interests, including keeping legal advice confidential, we will obtain representation elsewhere. In the future, I hope you will pause and consider the harm caused by making reckless claims without first seeking all the facts. The dissemination of false information not only damages the reputation of individuals involved but also impairs the trust that our community places in our elected officials, law enforcement, and first responders—all who are deeply invested in the safety of our citizens.

If you want to discuss this matter further, please contact me.

Regards,



Robbie Williams  
Judge Executive

cc: Magistrate Crider  
Magistrate Ousley  
Magistrate Tackett  
Magistrate Akers