

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Discrimination

State of Minnesota by Rebecca  
Lucero, Commissioner of the  
Minnesota Department of Human  
Rights,

Court File No. \_\_\_\_\_

Judge \_\_\_\_\_

Plaintiff,

vs.

**SETTLEMENT AGREEMENT AND ORDER**

City of Minneapolis,

Defendant.

## Part 1: Introduction

---

### I. Background

1. This court enforceable Settlement Agreement and Order (“Agreement”) applies to and is binding only upon the State of Minnesota, by Rebecca Lucero, Commissioner of the Minnesota Department of Human Rights (“Commissioner” or “MDHR”) and the City of Minneapolis (“City”), including the Minneapolis Police Department (“MPD”) (collectively, the “Parties”). The Parties enter into this Agreement as set forth in the terms and conditions below, and request that the Court approve this Agreement.
2. On June 1, 2020, the Commissioner filed a charge of discrimination against the City and MPD, alleging that the City and MPD engaged in a pattern or practice of race discrimination. MDHR conducted an investigation into the allegations asserted in the Commissioner’s charge. The City and MPD cooperated in the investigation. On April 27, 2022, the Commissioner issued Findings, detailing that MDHR had probable cause to believe that the City violated the Minnesota Human

Rights Act, Minn. Stat. ch. 363A (“MHRA”), by engaging in a pattern or practice of race discrimination.

3. On July 13, 2022, the Parties entered into a Joint Statement of Principles that provided the contours for this Agreement. While the City and MPD did not and do not admit or agree with MDHR’s Findings, the Parties engaged in good-faith negotiations to resolve this matter to avoid the time and expense of taxpayer funded litigation. The Parties have a shared commitment that MPD operate lawfully, free from discrimination; that MPD officers recognize people’s humanity, dignity, and civil rights; and that necessary measures are undertaken to build trust between MPD and all communities in the City.
4. The Parties recognize that policing free of discrimination is central to public safety and to build community trust and legitimacy. This Agreement is designed to facilitate an improved relationship between MPD and community members through increased transparency and public input; to improve oversight and accountability systems so that MPD will collect and analyze data on officer activities and fairly and efficiently impose corrective action for misconduct; and to enhance support for officers through robust employee wellness programs, training, and supervision. The City and MPD have already made some important changes, and this Agreement is designed to build on the work that has already been done.
5. In advance of and while negotiating this Agreement, MDHR and MPD consulted with community leaders and organizations, community members, police officers, the police officer union, and other concerned individuals who offered meaningful insights and recommendations for change. This Agreement reflects the broad input received from the diverse communities that make up the City of Minneapolis.
6. The Parties acknowledge that MPD has recently undertaken important changes to its Mission, Vision, Values, Goals, and several of its policies, and some of those changes are included in this Agreement. The provisions in this Agreement are intended to build on those changes and outline MPD’s commitment to require that policies comply with all applicable laws and this Agreement, reflect the objectives described in this Agreement, and promote trust between MPD and the communities that it serves. The Parties have not undertaken to identify every paragraph where MPD’s current policies or procedures reflect the requirements of this Agreement, and the inclusion of a requirement in this Agreement does not mean that MPD is or is not currently satisfying the requirement. The provisions in this Agreement reflect the Parties’ broad approach to support a strong public safety system to prevent and eliminate

discrimination and reflect the Parties' shared goals for increasing accountability, providing officers with appropriate training, and increasing transparency.

7. In this Agreement, Objectives and Guiding Principles are not enforceable obligations, but set forth the Parties' goals for the enforceable provisions that follow.

## II. Jurisdiction and Venue

8. This Court has jurisdiction over the subject matter of this action pursuant to Minn. Stat. § 363A.33 and has personal jurisdiction over the Parties. The Court will retain jurisdiction of this action for the duration of the term of this Agreement for the purpose of entering all orders, judgments, and decrees that may be necessary to implement the relief and enforce compliance with the terms of this Agreement.
9. Venue is proper in Hennepin County pursuant to Minn. Stat. § 363A.33, subd. 6, because the alleged unlawful discriminatory practices occurred in the City of Minneapolis in Hennepin County.

## III. Scope of Agreement

10. **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement does not constitute an admission for purposes of liability or otherwise by the City or MPD, or their current or former officials, officers, employees, agents, assigns, or their successors. By entering into this Agreement, the City and MPD and their officials, officers, employees, agents, assigns, and successors are not waiving any rights or defenses in any future actions. The Parties have entered into this Agreement to avoid the risks, expense, and burdens of litigation and to voluntarily resolve the claims raised by the Commissioner and MDHR. This paragraph survives the termination of this Agreement.
11. **Release of Claims.** This Agreement constitutes full settlement and resolution of the Commissioner's claims against the City pending in this lawsuit. The Commissioner (on the Commissioner's own behalf and on behalf of MDHR) hereby waives, releases, discharges, and covenants not to sue the City and MPD and their current and former officials, officers, agents, employees, successors and assigns, whether in their individual or official capacities, from and for any and all claims, suits, or damages, including any and all claims for compensatory or punitive damages, civil penalties, costs, or attorney fees, contained in or arising out of the: (a)

June 1, 2020 charge of discrimination filed by the Commissioner; (b) the Commissioner's verified petition filed in Hennepin County District Court case file no. 27-CV-20-8182; (c) MDHR's April 27, 2022 Findings; and/or (d) the Commissioner's complaint filed in this lawsuit. MDHR further agrees that solely for the term of this Agreement, it will not in any other administrative proceeding or state or federal lawsuit, seek to (a) enforce this Agreement; (b) obtain relief that duplicates a specific provision of this Agreement; (c) obtain relief that is substantially inconsistent with a provision in this Agreement, such that the City cannot comply with both this Agreement and that other remedy; or (d) make claims or seek relief against the City based on facts that the Commissioner knew or should have known as of April 27, 2022 or that are barred by the doctrines of res judicata, collateral estoppel, or equitable estoppel. The Commissioner waives the right to rescind under Minn. Stat. § 363A.31, subd. 2 (2022). This paragraph survives the termination of this Agreement.

12. **Claims Not Waived by the Commissioner.** Except as otherwise released above, the Commissioner (on the Commissioner's own behalf and on behalf of MDHR) does not release or waive any other claims including the following: (a) any rights or claims based on events occurring after April 27, 2022; (b) any claims that are not contained in and do not arise out of the allegations underlying the June 1, 2020 charge of discrimination filed by the Commissioner, the Commissioner's verified petition filed in Hennepin County District Court case file no. 27-CV-20-8182, MDHR's April 27, 2022 Findings, or the Commissioner's complaint filed in this lawsuit; (c) MDHR's right to bring, process, investigate, or litigate other charges timely filed against the City, so long as the relief sought by MDHR is not duplicative or substantially inconsistent with this Agreement such that the City cannot comply with both this Agreement and the other relief sought; (d) any claims or relief against the City not based on facts that the Commissioner knew or should have known as of April 27, 2022, and that are not barred by the doctrines of res judicata, collateral estoppel, or equitable estoppel; and (e) any right to institute legal action for the purpose of enforcing this Agreement. This paragraph survives the termination of this Agreement.
13. **Case Closure Date.** To resolve the alleged discrimination, Full and Effective Compliance with the terms in this Agreement is required; and therefore, this case will not be considered closed under Minn. Stat. § 363A.03, subd. 6, until after the Court determines that the City and MPD have achieved Full and Effective Compliance, as defined below; the Agreement is terminated; and the time for any appeal of the Court's determination has expired.

14. **Government Data.** The Parties acknowledge that the release of information concerning this matter from MDHR's file is governed by the MHRA; the Minnesota Government Data Practices Act, Minn. Stat. ch. 13; and the Official Records Act, Minn. Stat. §§ 15.17, et seq. The Parties agree that the terms of this Agreement are public pursuant to Minn. Stat. § 363A.06, subd. 4 (2022).
15. **Severability.** The provisions of this Agreement will be severable, and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
16. **Successor Compliance.** The Parties will require compliance with this Agreement by their respective officials, officers, employees, agents, assigns, and successors.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the Commissioner's claims as set forth in the June 1, 2020, charge of discrimination, the Verified Petition (Hennepin County District Court case file no. 27-cv-20-8182), MDHR's April 27, 2022 Findings, and the Commissioner's complaint filed in this lawsuit. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing, identified as an amendment to this Agreement, and signed by all Parties. There are no inducements or representations leading to the execution of this Agreement except as herein explicitly contained.
18. **Counterparts.** This Agreement may be executed in multiple counterparts, which will be construed together as if one instrument. Any party will be entitled to rely on an electronic copy of a signature as if it were an original.
19. **Effective Date.** This Agreement is effective upon the date it is approved and so ordered by the Court. The City and MPD have already begun the critical work of implementing needed changes and will continue to do so.
20. **Application of the Agreement to Off-Duty Employment.** MPD will require that officers who engage in off-duty work are subject to the same MPD policies and procedures who work on duty.
21. **Non-Interference with Collective Bargaining Agreements.** Nothing in this Agreement, including any forms of officer engagement detailed in this Agreement, creates or is intended to create new mandatory subjects of bargaining or creates an obligation to bargain about policy content

with the Police Officers Federation of Minneapolis or any other exclusive representative. The City retains managerial control and discretion over the content of MPD's policies and procedures.

- a. Nothing in this Agreement is intended to alter any of the collective bargaining agreements between the City and any unions or impair, interfere with, or conflict with the collective bargaining rights of employees in those units under the Minnesota Public Employment Labor Relations Act, Minn. Stat. ch. 179A ("PELRA").
  - b. Nothing in this Agreement will be interpreted as obligating the City or any unions to violate and/or waive any rights or obligations under (i) the terms of the collective bargaining agreements, including any successor collective bargaining agreements resulting from the negotiation process mandated by PELRA with respect to the subject of wages, hours, and terms and conditions of employment unless such terms violate the U.S. Constitution or Minnesota law, or (ii) any bargaining obligations under the PELRA.
22. **Liability and Legal Standards.** The provisions of the Agreement are not intended to create new standards of liability, other than liability that arises out of the enforcement of this Agreement. It is not the Parties' intent to change the constitutional legal standards in a criminal proceeding. This Agreement does not create any rights, claims, causes of action, requests for relief, or defenses that are otherwise unenforceable or do not exist under law, other than those that arise to enforce this Agreement. It is the Parties' express intention not to make any third party a beneficiary of this Agreement.
23. **Companion Case.** The Parties agree that they will take all reasonable steps to have this matter filed as a companion case to State of Minnesota by Rebecca Lucero, Commissioner of the Minnesota Department of Human Rights v. City of Minneapolis Police Department and City of Minneapolis, Hennepin County District Court case file no. 27-cv-20-8182 (Janisch, J).
24. **Implementation Units.** Within 60 calendar days of the Effective Date, MPD will create and staff an Implementation Unit with the skills and abilities necessary to facilitate implementation of and compliance with this Agreement. The unit will serve as a liaison between MPD and the Independent Evaluator and will assist with the implementation of and compliance with this Agreement. At a minimum, this unit will coordinate MPD's compliance and implementation activities; facilitate the provision of data, documents, materials, and access to the City's and MPD's personnel to the individual expert tasked with assessing compliance with this Agreement

and MDHR, as needed; require that all data, documents, and records are maintained as provided in this Agreement; and assist in assigning implementation and compliance related tasks to MPD personnel. The unit will be led by an MPD employee at the level of commander or above, who directly reports to the Police Chief. MPD agrees to hire and retain individuals, or reassign current MPD employees, with the skills and abilities necessary so that the Agreement is implemented in a timely manner. Additional skills needed for this unit may include project management, data analysis skills, IT skills, familiarity with police training standards and practices, and policy drafting experience. Within 60 days of the Effective Date, the City will create and staff an implementation unit to similarly address requirements in this Agreement that must be implemented by City departments other than MPD. Nothing in this Agreement limits the City Attorney's Office role in the compliance of this Agreement.

## **Part 2: Policy Framework and Outreach**

---

### **I. Initial Changes to MPD's Policies and Engagement**

25. The Parties acknowledge that MPD has recently undertaken important changes to its Mission, Vision, Values, Goals, and several of its policies, and some of those changes are included in this Agreement. The provisions in this Agreement are intended to build on those changes and outline MPD's commitment to require that policies comply with all applicable laws and this Agreement, reflect the objectives described in this Agreement, and promote trust between MPD and the communities that it serves. The Parties have not undertaken to identify every paragraph where MPD's current policies or procedures reflect the requirements of this Agreement, and the inclusion of a requirement in this Agreement does not mean that MPD is or is not currently satisfying the requirement. In this Agreement, the term "require" means to promulgate a policy and/or procedure, train on that policy and/or procedure, and hold MPD officers accountable to the policy and/or procedure that governs officer conduct; and the term "prohibit" means to promulgate a policy and/or procedure, train on that policy and/or procedure, and hold MPD officers accountable to the policy and/or procedure that restricts officer conduct.
26. MPD's policies will be written with sufficient detail such that the policies provide officers with clear guidance about what conduct is permitted and prohibited, how to apply discretion, and how supervisors and others may effectively assess compliance with the policies.

27. As part of creating and/or updating such policies, MPD will engage in officer, supervisor, and community engagement with the goal of gathering feedback to incorporate and inform policy changes. MPD may satisfy its obligations for engagement by gathering feedback during engagement sessions on policy changes that may already be underway or have occurred prior to the Effective Date.
- a. **Officer Engagement.** To make certain that MPD’s Mission, Vision, Values, Goals, and policies regarding non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests are written with sufficient detail and clarity, MPD command staff will gather feedback and input from officers of all ranks across all five precincts and specialty units before finalizing any changes to its Mission, Vision, Values, Goals, and policies.
  - b. **Supervisor Engagement.** MPD command staff will gather feedback and input from sergeants and lieutenants across all five precincts and specialty units before finalizing any changes to its Mission, Vision, Values, Goals, and policies regarding non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests to make certain that the policies are written with sufficient detail and clarity to provide an appropriate level of guidance to officers and for supervisors to effectively assess compliance with the policies.
  - c. **Community Engagement.** To make certain that the Mission, Vision, Values, Goals; policies regarding non-discriminatory policing and impartial policing; policies regarding use of force; and policies regarding stops, searches, and arrests reflect the values and needs of the Minneapolis community, the humanity, dignity, and civil rights of individuals, and the importance of non-discriminatory policing in public safety, within 60 calendar days of the Effective Date, MPD will establish a webpage, which is available in multiple languages, to receive comments from community members about MPD’s policies and practices and hold at least three public engagement sessions on each topic area (Mission, Vision, Values, Goals; and policies regarding non-discriminatory policing and impartial policing; policies regarding use of force; and policies regarding stops, searches, and arrests), at a time and place convenient for community members. Each individual public engagement session may cover more than a single topic area. MPD will allow community comments and feedback for at least a period of 45 calendar days, and will consider all community feedback in the development or revision of its Mission,



Vision, Values, Goals, and policies regarding non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests.

28. **Posting Policies on Website.** Prior to the issuance of its Mission, Vision, Values, Goals, and policies regarding non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests, MPD will provide public notice and publish a draft of the policies on its webpage, which is available in multiple languages, for at least 45 calendar days. MPD will allow community members to submit written comments on its webpage. MPD will review and consider all public comments before providing the Mission, Vision, Values, Goals, and policies regarding non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests for review and approval to MDHR and the Independent Evaluator.
29. **Timelines for policy issuance, training, and enforcement.** Within one year of the Effective Date, MPD will promulgate policies and procedures related to use of force, non-discriminatory and impartial policing, and stops, searches, and arrests; train on those policies and procedures; and hold employees accountable to those policies and procedures.
30. **Requests for Proposals.** The City will require that for each provision of this Agreement (other than the hiring and retaining of the Independent Evaluator) that requires a Request for Proposal (“RFP”), the RFP will be published within 45 calendar days of the Effective Date of this Agreement.

## II. Future Changes to MPD’s Policies and Engagement

31. **Annual Review.** MPD will conduct an annual review of its Mission, Vision, Values, Goals, and non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests policies to assure that it continues to meet the objectives of this Agreement and to address any issues or concerns identified through its accountability measures.
32. **Future policy amendments.** To make certain that the its Mission, Vision, Values, Goals, and policies regarding non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests reflect the values and needs of the Minneapolis community, the humanity, dignity, and civil rights of individuals, and the importance of non-discriminatory policing in public safety, prior to the issuance of any content changes to the Mission, Vision, Values, Goals, and non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests policies, MPD will establish a webpage, which is available in multiple

languages, to receive comments for at least 45 calendar days from community members about the proposed changes to policies regarding non-discriminatory policing; policies regarding use of force; and policies regarding stops, searches, and arrests. MPD will allow community members to submit written comments online and will hold at least three public engagement sessions on each topic area (Mission, Vision, Values, Goals, and policies regarding non-discriminatory policing and impartial policing, use of force, and stops, searches, and arrests), at a time and place convenient for community members. Each individual public engagement session may cover more than a single topic area. Examples of non-content changes include but are not limited to correcting typographical errors, renumbering policies, updates to policy or law citations, or updates to the names of particular units or data systems.

33. **Community Engagement.** MPD may make changes to policy without completing community engagement as required by the paragraphs above if such changes are required by law or are required by the Minnesota Board of Peace Officer Standards and Training. MPD may make changes to policy prior to completing community engagement as required by this Agreement if such changes are necessary to respond to an emergency situation where MPD is required to promulgate a change to policy or procedure and the changes do not otherwise violate a term of this Agreement, so long as:
  - a. Within 48 hours of issuing the change to policy or procedure, MPD provides formal notice of the change to MDHR as well as the Independent Evaluator; and
  - b. MPD completes the community engagement process described in the paragraph above at the earliest feasible time.

## **Part 3: Non-Discriminatory Policing**

---

### **I. Objectives, Guiding Principles, and Policy Framework**

#### **A. Objectives**

34. The Parties recognize that policing free of discrimination is central to an effective public safety system that is built on community trust. Recognizing this principle and the humanity, dignity, and civil rights of all individuals, MPD will continue to develop its policies, training, and accountability systems to provide non-discriminatory policing and enhance community trust of its policing efforts.

## B. Guiding Principles

35. This section sets forth the guiding principles to facilitate compliance with this Agreement.
36. Recognizing the humanity, dignity, and civil rights of individuals and the importance of non-discriminatory policing, MPD's non-discriminatory and impartial policing policies, training, supervision, and accountability systems will be designed, implemented, and maintained so that MPD officers:
  - a. Act at all times with a high degree of ethics, professionalism, and respect for the public and the dignity of all people and act without discrimination or prejudice;
  - b. Act in a manner that promotes trust between MPD and the communities it serves; and
  - c. Are held accountable for interactions with individuals that are discriminatory, as evidenced by the totality of the circumstances.

## II. Non-Discriminatory and Impartial Policing Policy Changes

37. **Discriminatory Policing Prohibited.** MPD will continue to maintain policies and procedures that prohibit and hold officers accountable for discriminatory policing on the basis of race and other demographic categories. This includes prohibiting interactions that demonstrate a discriminatory motive or impact as evidenced by an officer's language or conduct, taking into account the totality of the circumstances.
38. MPD will review its non-discriminatory and impartial policing policies and procedures, currently set forth as MPD's Impartial Policing Policy in section 5-104 in the MPD Policy and Procedure Manual, and if necessary revise it to:
  - a. Prohibit discrimination, harassment, and retaliation on the basis of race and/or ethnicity, color, national origin, ancestry, immigration status, sex, gender identity or expression, age, religion, sexual orientation, marital status, familial status, disability, status with regard to public assistance, and any other protected class status under Minnesota, federal, or City laws;

- b. Consistent with the Minnesota Human Rights Act, prohibit MPD employees from retaliating against an individual who claims that an MPD officer or employee discriminated against that individual or another individual;
  - c. Prohibit officers from considering an individual's demographic category to any extent or degree when taking, or refraining from taking, any law enforcement action – including pedestrian or vehicle stops, searches, arrests, and uses of force, except from considering demographic categories in an ongoing criminal investigation when such information is part of a specific and detailed suspect description tied to a time and place that refers to a person with a particular demographic category;
  - d. Require and reaffirm that officers of all ranks will not engage in or tacitly or explicitly approve of discriminatory policing, will be responsible for knowing and complying with MPD's Impartial Policing Policy, and will report all incidents where they observe or are aware of other officers, regardless of rank, who have engaged in discriminatory policing;
  - e. Require that, regardless of tenure or rank, any officer who observes another MPD officer engaging with an individual in a manner that they reasonably believe amounts to a violation of the Impartial Policing Policy, as detailed in this Agreement and in MPD policy, must affirmatively report that incident as soon as practical to their Commander or their Commander's superiors, and require that if they do not do so, may be subject to discipline as if they themselves engaged in the prohibited, inappropriate, and/or unreasonable behavior in violation of the Impartial Policing Policy;
  - f. Require officers to address, and in documentation refer to, all members of the public using the names and pronouns appropriate to the individual's gender identity as expressed or clarified by the individual regardless of the individual's recorded gender identity on an identification card, and require that officers use honorifics appropriate to the individual's gender identity as expressed or clarified; and
  - g. Prohibit officers from using language or taking action to taunt or denigrate an individual, including using racist or otherwise derogatory language, and require officers to treat individuals with a high degree of ethics, professionalism, and respect.
39. MPD will continue to prohibit MPD employees from posting, displaying, or transmitting content on MPD employees' personal social media accounts that is disparaging to a person or group based on their demographic category.

40. MPD will require officers to document the perceived or known demographic categories of all individuals who are subject to investigatory stops and detentions, vehicle stops, searches, seizures, arrests, citations, and reportable uses of force.
41. MPD will require that officers who violate any of the policy provisions set forth above will be held accountable and may be subject to discipline.

### **III. Supervisory Review of Enforcement Related Contacts for Violations or Potential Violations of the Non-Discriminatory and Impartial Policing Policies**

42. When reviewing officers' reportable use of force and other enforcement related contacts, such as investigatory stops, vehicle stops, detentions, searches, citations, and arrests, MPD will require supervisors to identify whether officers violated the non-discriminatory and impartial policing provisions in MPD policy. If a supervisor identifies a potential violation, the supervisor will provide any feedback for growth and improvement for the officer, refer the officer for training, and/or refer the incident for investigation by Internal Affairs, within 72 hours of the supervisor's review of the incident, absent exceptional circumstances, and the exceptional circumstances should be documented.
43. MPD will provide training for supervisors to complete comprehensive and meaningful supervisory reviews of officers' enforcement related contacts to determine whether a violation or potential violation of the non-discriminatory and impartial policing policies occurred.
44. If MPD identifies that an officer committed misconduct in an enforcement related contact in violation of MPD policy or procedure and that officer's enforcement related contact was reviewed and approved by a supervising officer, the supervisor's review of the case will be referred to Internal Affairs for investigation. MPD will also take appropriate corrective or disciplinary action against supervisors who fail to conduct complete, thorough, and accurate reviews of officers' enforcement related contacts.
45. Consistent with the Minneapolis civil service rules, MPD will develop a process so that, during evaluations and promotions, MPD considers: (a) conduct that reflects a commitment to procedural justice, and/or (b) a history of biased or discriminatory policing. This includes considering an individual's history of commendations or awards, sustained findings of

misconduct against MPD employees or members of the public, and issues identified by a supervisor for coaching.

46. MPD will take into account in supervisor performance evaluations the quality and completeness of the supervisory reviews of enforcement related contacts and assessment of whether a violation or potential violation of the non-discriminatory and impartial policing policies occurred. A supervisor's failure to identify and document prohibited, inappropriate, and/or unreasonable police enforcement activity, as detailed in this Agreement and in MPD policy, may result in discipline.
47. MPD will require that supervisors' performance evaluations and promotions will be based upon the fulfillment of their supervisory duties so long as not inconsistent with any applicable collective bargaining agreement.
48. MPD's performance evaluation process will identify, support, and recognize officers' activity, performance, and conduct through an assessment of specific quantitative and qualitative performance dimensions, which will address, at a minimum, non-discriminatory policing, problem-solving, and the effective use of de-escalation or specialized training. Although MPD may use quantitative measures in evaluating officers to identify whether officers are performing their required duties, MPD will continue to not require officers to achieve specific numerical thresholds, such as the number of arrests, investigatory stops, or citations. This does not preclude the ability of MPD to assess officers' effectiveness and efficiency. MPD will require its performance evaluation process to be consistent with the law. Within 18 months of the Effective Date, MPD will revise its performance evaluation policies and practices as necessary to meet the requirements of this Agreement.
49. MPD will require supervisors of all ranks to conduct timely and accurate performance evaluations. As part of completing performance reviews, MPD will require supervisors to seek feedback from other supervisors who have interacted with the officer and supervised them during shifts.
50. In addition to the formal annual performance evaluation, supervisors will meet at least monthly (as detailed in Paragraph 162 of this Agreement) with officers under their direct command as necessary to provide guidance, mentoring, direction, and support to the officers regarding their performance and to identify opportunities for improvement.

51. Supervisors will formally and/or informally recognize, when appropriate and as permitted by the applicable collective bargaining agreement and civil service rules, officers who demonstrate a commitment to procedural justice, de-escalation, and non-discriminatory and impartial policing.
52. MPD will maintain records of performance evaluations in the appropriate electronic data tracking system.

## **Part 4: Use of Force**

---

### **I. Use of Force Objectives, Guiding Principles, and Policy Framework**

#### **A. Objectives**

53. The use of force against a community member is a significant action and must be recognized as such. MPD officers are authorized to use force in the course of their duties to achieve a lawful objective, protect others, and to protect themselves. The authority to use force is not unlimited and is subject to the requirements of the constitutions of the United States and the State of Minnesota, Minnesota and federal law, and the ordinances and policies of the City of Minneapolis. The provisions of this Agreement seek to recognize the humanity, dignity, and civil rights of individuals, facilitate compliance with the law, assure that Department policy regarding the use of force promotes public safety and that officers engage in non-discriminatory uses of force, reduce the circumstances in which using force is necessary, promote officer safety, and assure accountability when MPD officers use force that is inconsistent with law or policy.
54. Officers' use of force practices impact community trust and legitimacy, and the ability of officers to partner with communities to promote public safety and officer safety. The MPD use of force policy required by this Agreement will be designed to build public confidence that officers are acting consistently with law enforcement objectives, community needs and values, and in the interest of public safety.

#### **B. Guiding Principles**

55. This section sets forth the guiding principles to facilitate compliance with this Agreement.

56. Recognizing the humanity, dignity, and civil rights of individuals and the importance of non-discriminatory policing, MPD's use of force policies, training, supervision, and accountability systems will be designed, implemented, and maintained so that MPD officers:
- a. Are required to engage in interactions with community members and resolve incidents without resorting to the use of force, including through de-escalation strategies, when feasible;
  - b. Use force only consistent with a critical thinking decision-making framework, when that specific type of force is objectively reasonable, necessary, and proportional to the threat then reasonably perceived;
  - c. Modulate or discontinue the use of force as the threat subsides and/or if an individual is restrained;
  - d. Act at all times with a high degree of ethics, professionalism, and respect for the public and the dignity of all people and act without discrimination or prejudice;
  - e. Act in a manner that promotes trust between MPD and the communities it serves;
  - f. Have a clear affirmative duty to de-escalate and use de-escalation techniques and tactics to minimize the need to use force and increase the likelihood of voluntary compliance with legitimate and lawful orders;
  - g. Use force in a manner that avoids unnecessary injury or risk of injury to community members and officers;
  - h. Identify themselves as a law enforcement officer and, when feasible, warn of their intent to use force;
  - i. Do not use force to punish, retaliate, or deter a person from engaging in lawful conduct;
  - j. Reasonably account for and calibrate force practices to accommodate persons with disabilities, youth, and the elderly, or who are experiencing a language barrier;
  - k. Recognize and act upon the duty to intervene to stop any officer from using any prohibited, inappropriate, and/or unreasonable force or failing to de-escalate;



- l. Recognize and act upon the duty to report any officer who used any prohibited, inappropriate, and/or unreasonable force, or failed to de-escalate when feasible;
  - m. Accurately and completely report all reportable force used and all reportable observations of force;
  - n. Recognize that officer health and wellness is integral to officers' responding effectively and lawfully in high-stress situations; and
  - o. Are held accountable for use of force that is discriminatory, not objectively reasonable, or otherwise violates law or policy.
57. MPD will assure that the use of force policy provides transparency to the public on force practices and accountability in accordance with law.
58. Every use of force is an opportunity for MPD and its officers to learn and improve policy, training, and supervision. To support MPD in constantly improving its force practices, MPD will collect and analyze information on the use of force by MPD officers, including whether and to what extent MPD officers use de-escalation techniques or other tactics in connection with use of force incidents. MPD will use this information to assess whether its policies, training, tactics, and practices meet the goals of this Agreement, prevent or reduce the need to use force, build community trust and legitimacy, and promote public safety.

### C. Policy Revisions

59. **To promote clarity and to provide officers with the necessary guidance**, MPD will reorganize Volume Five – Code of Conduct and Use of Force of the MPD Policy and Procedure Manual to provide separate policies or distinct provisions regarding:
- a. **General guidance on use of force.** MPD will clearly identify that the Department and its officers value the sanctity of life and the dignity of all people, the standards for the authority to use force, guiding principles, duty to de-escalate and duty to use tactics to avoid the necessity of force, and the duty to intervene;
  - b. **Permitted and Prohibited Uses of Force.** MPD will clearly define and describe each force option and/or weapon and the circumstances under which such force is appropriate and consistent with potential types of resistance, and under what circumstances each force option is prohibited;

- c. **Reporting of force, review of uses of force, force investigations, and accountability** in accordance with this Agreement, including the Accountability section; and
  - d. **Crowd control, civil disturbance, and protest and demonstration activities.**
60. The use of force policies will be rewritten and reorganized so that the policies provide clear and comprehensive guidance for officers and so that MPD can clearly enforce those policies. While some provisions of the use of force policies currently in Volume Five – Code of Conduct and Use of Force of the MPD Policy and Procedure Manual may include policy objectives consistent with this Agreement, the policies may need to be rewritten for clarity, usability, enforceability, and formatting pursuant to the terms of this Agreement. MPD will revise all other Volumes of the Policy and Procedure Manual necessary to be consistent with this Agreement and with the revised use of force policies.

## **II. Affirmative Duty to De-escalate and Prohibition of Escalation**

61. **De-escalation techniques required whenever feasible.** MPD will require officers to utilize de-escalation tactics under the appropriate circumstances to improve officer safety, mitigate threats, reduce injuries, build public trust, and preserve life. MPD will require that officers will respect the humanity, dignity, and civil rights of individuals, including community members and officers, when using de-escalation tactics and identifying the proper use of such tactics.
- a. MPD will require officers to use de-escalation techniques. These techniques include but are not limited to slowing down the pace of an incident, waiting out an individual, tactical repositioning or creating distance (and thus the reactionary gap) between the officer and the threat, command presence, verbal persuasion and warnings, and requesting additional resources (e.g. specialized units, behavioral health care providers, negotiators, etc.), when feasible, before resorting to force and to reduce the need for force. MPD will require that officers' obligation to de-escalate continues throughout an entire encounter with a community member.
  - b. MPD recognizes that de-escalation techniques include tactical decisions to disengage, delay contact, delay custody, plan to make contact or pursue an enforcement action at a different time and under a different circumstance.

62. **Prohibition against tactics that unnecessarily escalate an encounter.** Recognizing that tactics leading up to the use of force can influence whether the force used was necessary, MPD will prohibit the use of tactics that unnecessarily escalate an encounter and create a need for force, including using words or actions that could reasonably incite or escalate reactive behavior, such as taunting. In measuring whether the use of force was reasonable and/or the actions of the officer that led to the use of force were reasonable, the conduct of the officer will be measured by the entire course of conduct preceding the use of force, and not be limited to whether force was authorized under law at the moment it was used.
63. **Incentivize, recognize, and reward exemplary de-escalation.** To recognize officers for critical de-escalation work that improves public safety and community trust, MPD will continue to create de-escalation incentives, recognitions, and awards for MPD officers who use exemplary de-escalation techniques and tactics.

### III. Officers' Use of Force in the Field

#### A. Use of Force is Limited to Certain Circumstances

64. **MPD will only permit officers to use force that is objectively reasonable, necessary, and proportional under the totality of the circumstances,** as those terms are defined below, and consistent with public safety, in order to provide for the safety of an MPD officer or third person, stop an attack, make an arrest, bring a person or situation safely under control, or prevent escape, consistent with the following:
  - a. **Objectively reasonable.** MPD will require that its officers must consider the totality of circumstances in determining whether a use of force is objectively reasonable, including, but not limited to the following:
    - i. the severity of the crime(s) at issue;
    - ii. whether the individual poses an immediate threat to the safety of officer(s) or others;
    - iii. whether the individual is actively resisting arrest or attempting to evade arrest by flight;
    - iv. the influence of drugs/alcohol or the mental capacity of the individual;

- v. the age, condition, or disability of the individual;
- vi. the time available to an officer to make a decision;
- vii. the proximity or access of weapons to the individual;
- viii. the risk to bystanders or others from the use of force;
- ix. the location, time of day, and other physical circumstances; and
- x. other exigent circumstances.

b. **Necessary.** MPD will have policies and procedures and train officers to use the lowest level of force needed to provide for the safety of any person or MPD employee, stop an attack, make an arrest, bring a person or situation safely under control, or prevent escape. MPD will hold officers accountable for compliance with these policies and procedures. In some circumstances, disengagement without force is the reasonable course if consistent with public safety. MPD will require that officers continually assess the necessity of the use of force and whether alternatives may be employed, including:

- i. the use of de-escalation techniques; and
- ii. the availability of other resources, including the number of officers present at the time, crisis intervention resources, or other resources to de-escalate the situation.

c. **Proportional.** MPD will require officers to use only the force that is proportional to the threat, actions, and level of resistance offered by a person. The greater the threat and the more likely that the threat will result in death or serious physical injury, the greater the level of force that may be necessary to overcome it. When or if the person offers less resistance, however, MPD will require that the officer will decrease the amount or type of force accordingly.

65. **Detaining a restrained person.** MPD will require that officers not use more force than necessary to detain a restrained person.

66. **Engaging in foot pursuit and avoiding prohibited, inappropriate, and/or unreasonable use of force.** MPD will require that its policies provide guidance, including identifying risks and tactical factors, on the circumstances that may warrant engaging in a foot pursuit and the tactics

officers should use to avoid the use of prohibited, inappropriate, and/or unreasonable force during or at the conclusion of a foot pursuit, and to keep members of the public and officers safe.

67. **Oral warnings required when safe and feasible.** MPD will require that prior to officers using force, officers provide oral warnings indicating that they intend to use force unless the individual submits to their authority, when it is safe and feasible to do so. MPD will require that officers allow a reasonable amount of time for an individual to comply with a warning, when feasible to do so.
68. **Obtaining prompt medical treatment for community members.** MPD will require officers to promptly seek or provide appropriate medical treatment for individuals after using force.
69. **Prohibiting suggesting or directing sedation.** MPD will prohibit officers from suggesting or directing sedation for an individual, including individuals who may be experiencing what has been referred to as “excited delirium,” “severe agitation with confusion,” or similar concepts by other names, or for individuals who are acting agitated, disorganized, or behaving erratically.
70. MPD will require that officers who use force that is not objectively reasonable may be subject to corrective action and/or discipline.

## **B. Permitted and Prohibited Weapon-Specific Uses of Force**

71. **Chemical agents and other crowd control weapons.** Chemical agents are a form of less-lethal force which can pose a high risk to some individuals. MPD will require officers to use MPD authorized chemical irritants in a non-discriminatory manner and only when such force is objectively reasonable and consistent with the use of force principles above, including when used for crowd dispersal or protection.
  - a. MPD will continue to require that officers do not use chemical irritants for crowd control or to disperse a crowd unless they have obtained approval from the Chief or the Chief’s designee, as detailed below.
  - b. MPD will require that when officers use chemical irritants, they are only permitted to do so after adequate warning, when feasible, and must stop the use of the spray once intended contact with the chemical irritant is made with the individual or individuals to

re-assess the situation and threat level and determine whether and if any subsequent uses of the spray are appropriate.

- c. MPD will prohibit officers from using chemical irritants on any individual who is handcuffed or otherwise restrained unless such an individual presents an imminent physical threat to the safety of the officer, the individual themselves, or others; officers must first attempt to exercise additional control over the individual using soft empty hand control measures or arrest control techniques when feasible. MPD will only permit the use of chemical irritants against such an individual once all feasible soft empty hand control measures or arrest control techniques have been used by the officer, and if the imminent physical threat persists.
  - d. **Crowd Control Weapons.** Except as provided in the sub-paragraph below, MPD will require that during civil disturbances or assemblies use of all crowd control weapons must be authorized by the Chief of Police, or if the Chief is unavailable, the Chief's designee at the rank of Deputy Chief or above, or the Chief of Staff, if they are a sworn officer. Crowd control weapons include, but are not limited to, chemical aerosols regardless of canister size, authorized chemical munitions or projectiles, smoke munitions or projectiles, marking rounds (such as 40mm direct, exact or blunt impact projectiles or rounds), rubber bullets, impact weapons (such as ASP batons, riot sticks, bicycles, or other weapons used as impact weapons), and light sound distraction devices (such as inert, CS, or OC). MPD will contemporaneously document the person who authorized the use of crowd control weapons.
  - e. **Crowd Control Exception in Limited Circumstances.** Crowd control weapons, excluding chemical munitions, smoke munitions, and light sound distraction devices, may be used without prior authorization in the limited circumstances in which it is necessary to prevent an imminent threat to the officer or another person. In these limited circumstances, crowd control weapons may only be used against specific persons who are posing a threat of objectively imminent physical harm to another person or the officer and must be limited to the extent necessary to address the threat.
72. **Tasers or Conducted Energy Weapons.** Tasers or Conducted Energy Weapons are a less-lethal form of force but can be lethal in certain circumstances. MPD will require that officers will only use tasers where grounds for arrest or detention are present, and such force is necessary to

protect the officer, the individual, or another party from immediate physical harm, and subject to the language below.

- a. Only MPD officers who have successfully completed approved annual training on tasers, including a testing component, and are currently certified may be issued, carry, and use tasers. MPD will require that each application (in probe or drive stun mode) or standard cycle (five seconds) of a taser is a separate use of force that officers must separately justify as objectively reasonable. MPD will require that, after the first taser application, the officer reevaluate the situation to determine if subsequent cycles are necessary. In determining whether any additional application is objectively reasonable, MPD will require officers to consider whether the individual has the ability and has been given a reasonable opportunity to comply prior to applying another cycle.
- b. MPD will require that officers not deliver more than three cycles or 15 total seconds of a taser against an individual during a single incident unless deadly force is authorized, and no other non-deadly force option is feasible. If deadly force is not authorized, MPD will require that if an officer has used a taser three times against an individual, but the individual continues to actively resist or aggress, the taser may not be effective against that person, and the officer will use other options. MPD will require that:
  - i. Except where deadly force is the only other option, officers do not use tasers when it is reasonably evident that a deployment may cause serious physical injury, including if the individual is in danger of falling from a significant height, if the individual is in physical control of a vehicle in motion, or if the individual has been exposed to the MK-9 Pepper Fogger or other similar MPD authorized chemical irritants or flammable material, such as gasoline or an alcohol-based pepper spray;
  - ii. Except where deadly force is the only other option, officers do not use tasers when a reasonable officer would know that the individual is pregnant, elderly, a small child, visibly frail, or has low body mass;
  - iii. Officers do not use tasers on fleeing persons who do not pose an imminent threat of physical harm to the officer or others, unless the officer has probable cause to believe the individual has committed a serious or violent felony or

violent misdemeanor. Flight will never be the sole reason for applying a taser on an individual;

- iv. Officers continue to generally use tasers in the probe mode, that application in the drive stun mode must be limited to defensive applications, and that in any case, officers are prohibited from intentionally applying tasers in drive stun mode to an individual's head, neck, chest, or groin;
  - v. Officers target the taser in probe mode at the lower center mass and to avoid the head, neck, chest and groin;
  - vi. Officers do not activate more than one taser at a time against an individual; and
  - vii. Officers keep tasers in a weak-side holster to reduce the chances of accidentally drawing and/or firing a firearm.
- c. Unless each of the conditions below are met, MPD will require that taser probes be removed by appropriate medical personnel. MPD will permit its officers to remove taser probes only when:
- i. The probe or probes are not embedded in a sensitive area;
  - ii. The officer has assessed the person and determined that there are no indications of lasting effects of having been tased;
  - iii. The officer has adequate medical equipment including gloves, bandages, and alcohol wipes;
  - iv. The probes are removed in the presence of a second officer; and
  - v. The officer has received training on at least an annual basis on the medical implications of taser use, mechanisms to remove probes with limited pain, and infection control.

73. **Firearms.** Because firearms are a type of lethal or deadly force, MPD will require that officers will only display or point a firearm if they reasonably believe that the situation may escalate to create an imminent threat of serious bodily injury or death to the officer or another person. As with all types of force, MPD will require officers to follow the use of force principles outlined in this Agreement and MPD policies regarding using a firearm.



- a. To support MPD officers in doing so, MPD will require that uniformed MPD officers required to carry a firearm must carry on their person at least one less-lethal weapon while on-duty or engaged in off-duty work.
- b. MPD will require that officers do not fire at individuals who are running or driving away from an officer except to counter an imminent threat of death or serious physical injury to the officer or another person. MPD will train and require officers to provide first aid to any person who is shot during a police encounter.

### **C. Use of Force is Prohibited in Certain Circumstances**

74. **Punishment or retaliation.** MPD will explicitly prohibit the use of force or the threat of force:
- a. As punishment or to retaliate against someone, including but not limited to punishing an individual for fleeing, resisting arrest, engaging in boisterous or insulting behavior, or assaulting an officer;
  - b. Against individuals for engaging in a lawful protest or demonstration; and
  - c. Against individuals lawfully photographing or filming an officer. This includes permitting members of the public to photograph and record MPD officers in the performance of their law enforcement duties in a public place, or in circumstances in which the officer has no reasonable expectation of privacy so long as the individual does not physically interfere with law enforcement action.
75. **Chokeholds and neck restraints.** MPD will continue to prohibit the use of chokeholds or neck restraints.

### **D. Duty to Intervene**

76. MPD will require that, regardless of tenure or rank, any officer who observes another MPD officer using force in a manner that they reasonably believe amounts to any prohibited, inappropriate, and/or unreasonable force, as detailed in this Agreement and in MPD policy, must attempt to safely intervene by verbal and physical means, and if they do not do so, may be subject to discipline to the same severity as if they themselves engaged in the prohibited use of force.

## IV. Reporting Use of Force

77. Recording, analyzing, and acting on quality data is critical for MPD to make data-driven decisions that are shaped by public safety needs and are free from discrimination. The reporting requirements of this Agreement are designed to provide MPD with necessary information to determine the effectiveness of policy, training, tactics, and supervision, to provide for community and officer safety, and to hold officers and supervisors accountable.
78. MPD will require that each officer who uses reportable force except for critical incidents, and require that each officer who is physically present and observes an officer or officers use level 2 or level 3 reportable force except for critical incidents, will accurately and thoroughly record all information in the required data systems or reporting formats for each use of reportable force, as detailed by the terms of this Agreement, and identified specifically in the Recording and Maintaining Use of Force Data section below.
79. MPD will design the reporting and reviewing of force:
  - a. To assure that all officers are using force consistent with policy;
  - b. To identify uses of force inconsistent with policy and require that corrective action or discipline be taken;
  - c. To hold supervisors accountable for the force practices of those under their command;
  - d. To create a cycle of learning from each use of force so that MPD officers are promoting public trust and legitimacy;
  - e. To identify force patterns that may lead to necessary changes to policy, training, or supervision;
  - f. To create transparency of force practices for members of the community.
80. MPD will collect and maintain the data and records necessary to accurately evaluate its use of force practices and to facilitate transparency and accountability regarding those practices.
81. Beginning 90 calendar days after the Effective Date, a reportable use of force will be defined as any use of force by an MPD officer included in any of the following three levels:

- a. **A level 1 reportable use of force** is the use of force by an MPD officer that is reasonably expected to cause pain or an injury, but does not result in injury or complaint of injury. A level 1 reportable use of force also does not include the use of a less-lethal weapon and does not include force that rises to a level 2 or level 3 reportable use of force. An escort, touch, or handcuffing of a person with no or minimal resistance is not a level 1 reportable use of force. A level 1 reportable use of force includes use of the following:
- i. Pressure point compliance techniques that do not result in injury or complaint of injury;
  - ii. Joint manipulation techniques that do not result in injury or complaint of injury;
  - iii. Wristlocks that do not result in injury or complaint of injury;
  - iv. Armbars that do not result in injury or complaint of injury;
  - v. Leg sweeps that do not result in injury or complaint of injury;
  - vi. Weaponless strikes other than strikes to the head or neck that do not result in injury or complaint of injury;
  - vii. Weaponless defense techniques including a push-away, hold, or slap, that do not result in injury or complaint of injury;
  - viii. Body weight to pin that does not result in injury or complaint of injury;
  - ix. Takedowns that do not result in injury or complaint of injury;
  - x. Control pressure while handcuffing that does not result in injury or complaint of injury;
  - xi. Improvised tool to push a subject without striking that does not result in injury or complaint of injury; and
  - xii. Any other use of force by an MPD officer to overcome the active resistance of an individual that does not rise to a level 2 or level 3 reportable use of force.
- b. **A level 2 reportable use of force** is the use of force by an MPD officer that includes use of a less-lethal weapon or that causes an injury or results in a complaint of an injury, but that does not rise to a level 3 reportable use of force, and includes the following:

- i. Uses of force that result in an injury or complaint of injury, including leg sweeps, weaponless defense techniques, body weight to pin, or takedown;
- ii. Discharge of MPD authorized chemical irritant;
- iii. Discharge of a taser (including probes/darts and drive stun/touch);
- iv. Weaponless strikes to the head or neck if the individual's head is not near a hard surface;
- v. Impact weapon strikes to any part of the body other than the head or neck;
- vi. Use of impact munitions (40mm or handheld);
- vii. Any physical apprehension by a canine;
- viii. Any reportable use of force against a handcuffed individual;
- ix. Use of an improvised weapon used to strike any part of the body other than head or neck;
- x. Use of a maximal restraint device;
- xi. Use of any other less-lethal weapon;
- xii. An escort, touch, handcuff or other action that results in an injury or complaint of injury; and
- xiii. Any other use of force by an MPD officer that results in injury or complaint of an injury, except level 3 reportable uses of force.

c. **A level 3 reportable use of force** is when an MPD officer uses:

- i. Any force that constitutes deadly force, such as discharging a firearm or using an impact weapon to strike a person's head or neck, and weaponless strikes to the head or neck if the individual's head is near a hard surface;
- ii. Any force that causes the death of any person; or
- iii. Any force that causes injury to any person resulting in admission to a hospital.

82. MPD will require that:

- a. When an MPD officer witnesses a critical incident, the Witness Officer must complete a written statement or an interview as soon as practical following the critical incident, unless relieved of the obligation to do so by the ranking investigator or the Chief;
  - b. When an officer is involved in a critical incident, the Involved Officer must complete a written statement or an interview as soon as practical, but in all instances, before the expiration of any administrative leave, unless relieved of the obligation to do so by the ranking investigator or the Chief; and
  - c. When an MPD officer engages in a level 1, level 2, or non-critical incident level 3 use of force or who is physically present and observes another officer use a level 2 or non-critical incident level 3 reportable force, that officer must complete documentation detailing the use of force, prior to going off-duty.
83. MPD will require that MPD officers who use reportable force must also document the reason for the initial interaction – stop, arrest, or other enforcement action. Recognizing that an MPD officer requiring medical attention may need a reasonable amount of additional time to complete the required documentation, MPD policy will permit an appropriate extension of the deadline. MPD policy may also permit supervisors to complete the documentation detailing the reportable use of force in situations where the officer who used the force is unable to complete the report due to injury or in other extraordinary circumstances.
84. MPD policy will require that officers complete use of force reports and documentation based on their own recollection of the incident, aided by a review of body worn camera footage if permitted by MPD policy, and will prohibit officers from sharing information with another officer for the purpose of creating or producing such reports and documentation, except that an officer may confirm the case number with another officer.
85. For level 3 uses of force, MPD will prohibit officers from reviewing any recordings including body worn camera footage prior to being interviewed or completing use of force documentation, unless doing so is necessary to address an immediate threat to life or safety while in the field.
86. MPD will require that, regardless of tenure or rank, any officer who observes another MPD officer using force in a manner that they reasonably believe amounts to any prohibited, inappropriate, and/or unreasonable use of force, as detailed in this Agreement and in MPD policy, must affirmatively report that use of force while still on scene in-person, by phone, or

radio to their Commander or their Commander's superiors, and if they do not do so, may be subject to discipline to the same severity as if they themselves engaged in the prohibited, inappropriate, and/or unreasonable use of force.

87. MPD will require that any MPD officer who becomes aware of information indicating that a reportable use of force occurred but was not reported must immediately notify their supervisor and Internal Affairs.

## V. Supervisory Review of Use of Force

88. Supervisors play a critical role in the success of MPD by shaping, demonstrating, and reinforcing the organizational culture. Supervisors also play a critical role in promoting the humanity, dignity, and civil rights of individuals, ensuring that discriminatory policing is not tolerated, and that force is used legally, consistent with MPD policy, and in a manner that will promote community trust in MPD. Supervisor reviews of uses of force are essential to identify necessary individual and departmental corrective action.
89. MPD will require that all reportable uses of force by MPD officers must be reviewed by a "reporting supervisor" as described in Paragraphs 90 through 93, and a "reviewing supervisor" as described in Paragraphs 94 through 100. Level 3 uses of force and level 2 uses of force that involve a strike to the head or neck will also be reviewed by an MPD supervisor at the level of Deputy Chief for compliance with policy and law, the use of tactics, or for needs to change policy or training. If a supervisor uses, participates in, or observes a reportable use of force, they will not conduct any supervisory review for that reportable use of force. If another supervisor is unavailable within a reasonable period of time, a supervisor who used, participated in, or observed the reportable use of force may serve as the reporting supervisor after documenting the efforts made to request another supervisor at the scene.
90. **Reporting Supervisory Review.** MPD will require that an MPD supervisor will immediately respond to the scene when a level 2 or level 3 reportable use of force occurs ("reporting supervisor"). MPD supervisors may, at their discretion, respond to the scene when a level 1 reportable use of force occurs, but they are not required to do so.
91. For level 2 and level 3 reportable use of force incidents other than critical incidents, MPD will require that the duties of the reporting supervisor will include:

- a. Identifying witnesses to the use of force to the extent reasonably possible, including known witnesses and/or witnesses who consent to be identified and/or interviewed; documenting their identities and statements in a written report;
  - b. Identifying the MPD employees on scene during the incident;
  - c. Coordinating with any independent police conduct review entity, as appropriate;
  - d. Gathering and preserving evidence related to the use of force;
  - e. Photographing any persons involved in the incident, including any injuries sustained;
  - f. Taking reasonable steps to offer MPD employees and community members appropriate medical care;
  - g. Making notifications as required by MPD policy, including contacting the Commander of Internal Affairs immediately by phone if the force used appears to be unreasonable or appears to constitute possible misconduct; and
  - h. Reviewing reports regarding the incident for completeness.
92. MPD will require that after advising the individual against whom force was used that they are being interviewed because of the use of force and only if the individual voluntarily consents to an interview, the reporting supervisor will document the consent and interview the individual solely about the reportable use of force. In addition, the reporting supervisor will visually inspect the individual against whom force was used and document any injuries observed.
93. MPD will continue to require the reporting supervisor to document information collected and actions taken in performing their duties in the supervisor's portion of the use of force report, or in any other similar documentation that MPD may implement.
94. **Secondary Supervisory Review.** MPD will require that after the reporting supervisor has documented any information collected, the incident be reviewed by an MPD supervisor at least the rank of Lieutenant, and in all instances at least one rank level above that of the highest-ranking officer who engaged in the reportable use of force, or by a command staff officer, when designated ("reviewing supervisor").
95. MPD will require that the reviewing supervisor conducting the secondary review will review the reportable use of force incident by reviewing all information reasonably available regarding the

incident, including written reports, video, audio recordings, witness statements, photographs, and other evidence or information collected by the responding supervisor.

96. For all reportable uses of force, MPD will require that the reviewing supervisor will determine, based on the information reviewed, if the use of force requires a notification to Internal Affairs and any other independent police conduct review entity and will assess whether the use of force was in compliance with MPD policy. The reviewing supervisor will also review the documentation and data entered by the officer who used the force so that the documentation and data is sufficient and complete.
97. For all reportable use of force incidents, MPD will require that the reviewing supervisor will: provide timely feedback for growth and improvement, where appropriate, to the officer who engaged in the reportable use of force, the officer's supervisor, or both; refer to the MPD Training Division for additional training and/or support as necessary based on the incident; and take appropriate action, including referring uses of force that may violate law or MPD policy to Internal Affairs and any other independent police conduct review entity.
98. In the circumstances in which multiple officers report on a use of force, the review process recognizes that different officers may have varying information and recollections. Differences in reporting do not necessarily indicate a lack of truthfulness.
99. MPD will continue to require the reviewing supervisor to document their: detailed assessment of compliance with MPD policy, as required by this Agreement and MPD policy; any feedback for growth and improvement; and any required or recommended action.
100. MPD will require that all reporting supervisors' documentation regarding a reportable use of force incident must be completed before the reporting supervisor goes off-duty, unless an extension is approved by the reporting supervisor's Commander. MPD will require that reviewing supervisors' documentation regarding a reportable use of force incident must be completed as soon as practical but no later than within five calendar days of the completion of the reporting supervisor's review, unless an extension is approved by the reviewing supervisor's Commander.
101. **Deputy Chief Review.** Following secondary review, MPD will require the MPD Deputy Chief of Professional Standards, or a command staff member at the level of Deputy Chief or above or Chief of Staff, if they are a sworn officer, to review for compliance with policy and law all level 3



reportable uses of force and level 2 reportable uses of force that involve a strike to the head or neck.

102. MPD will train supervisors on how to complete a thorough and comprehensive use of force review to identify tactical errors, training or supervision needs and gaps in policy or procedure, and to assure that prohibited, inappropriate, unreasonable, discriminatory, and/or unlawful uses of force are identified by supervisors and referred to Internal Affairs.
103. MPD will require that annual supervisor performance evaluations take into account the quality and completeness of reviews of uses of force, and a supervisor who fails to complete a thorough review may be subject to discipline. For level 3 uses of force or level 2 uses of force that involve a strike to the head or neck, MPD may meet the reporting and reviewing requirements of this Agreement assigned to the reporting and reviewing supervisors through the development of an appropriately staffed and trained Force Investigation Team or similar body.

## **VI. Transparency During Critical Incidents**

104. Transparency is vital to build community trust and provide public safety in a non-discriminatory manner.

### **A. Communication During Critical Incidents**

105. An MPD officer using force against an individual that results in the death or serious bodily injury to that individual is a significant event. Communications around these critical incidents may impact community trust and legitimacy as well as the ability of officers to partner with communities to promote public safety and officer safety.
106. The City and MPD are also committed to being as transparent and accurate as possible during these critical incidents, to the extent allowable under the law, while treating all individuals who are impacted by the critical incidents with dignity and respect.
107. To that end, the City and MPD will continue to develop, build, and implement an updated policy for communicating with the public during critical incidents.

### **B. Critical Incident Communications Policy Requirements**

108. The Critical Incident Communication policies will, at a minimum, include:

- a. A plan for engaging and briefing community leaders in the immediate few hours after an individual is killed or seriously injured after engaging with an MPD officer;
- b. A commitment to treat all individuals impacted with humanity, dignity, and respect;
- c. Protocol for major incidents, including a media plan, so that investigators, supervisors, and command staff members know their roles and responsibilities including which command-level staff member is on scene and providing information directly to the Police Chief;
- d. Protocol for MPD to provide known preliminary information to the public about the incident (i.e., known objective facts about the cadence of relevant events avoiding any statements about an individual's history or alleged history of criminal activity unless the criminal activity is directly relevant to an ongoing incident, what MPD does not know, and MPD's next steps) within the immediate few hours of the incident; and if applicable, explain why MPD cannot provide additional information, and indicate when MPD will be able to share further information;
- e. Protocol instructing City and/or MPD employees and officials to avoid discussing publicly an individual's history of or alleged history of mental health, addiction, or criminal activity unless that information is directly relevant to an ongoing incident. The protocol should also instruct employees and officials to refrain from publicly showing images of a deceased community member in a way that would dehumanize them or suggest criminality. For instance, if the City or MPD provide a photo of an individual who was killed by MPD in a critical incident, the City and MPD should seek to use a picture of the community member acquired from family or friends of the individual in lieu of a photo from a previous arrest;
- f. Protocol for MPD to issue a correction with updated information if new information contradicts earlier MPD reports;
- g. Protocol for MPD to explain to the public departmental policies governing the status of any officers who are involved in an incident. Consistent with the Minnesota Government Data Practices Act, this may include explaining laws that protect the rights of police officers (especially any requirements that prevent their names from being released), and any other policies that help explain administrative and investigatory actions taken that may not be immediately apparent to the public;

- h. Protocol that streamlines and codifies the process for internal communication with MPD employees following a critical incident to efficiently disseminate correct and timely information; and
- i. Requiring command staff to visit officer roll calls in the 72 hours following a critical incident.

## **VII. Use of Force Data and Analysis**

### **A. Recording and Maintaining Use of Force Data**

109. The police report for a use of force incident will include:

- a. A force incident number that allows the use of force to be linked to other data sources, specifically including Computer Aided Dispatch, arrest data, and body worn camera video;
- b. The actual or, if unavailable, perceived race and/or ethnicity, age, and gender of the individual against whom force was used;
- c. The individual's mental health or medical condition, use of drugs or alcohol, ability to understand verbal commands, or disability, as known or perceived by the MPD officer(s) at the time force was used;
- d. Behavior of the individual against whom force was used that led to the first use of force;
- e. Primary offense of the individual against whom force was used;
- f. The date, time, location, and precinct of the incident;
- g. Whether the incident occurred during an officer-initiated contact or a call for service;
- h. MPD units identified in the incident report as being on the scene of the use of force incident;
- i. All types of force used and names and IDs associated with the officer who used them. IDs must link to the officer's complaint and discipline history;
- j. For each weapon discharged by an officer, including firearms, tasers, and MPD authorized chemical irritants, the number of and type of discharges per weapon (for

example, if a taser was used, include the number of cycles or seconds and whether it was in drive stun or dart mode);

- k. Whether de-escalation tactics were used, and if so, by which officer and which tactics;
  - l. Names and IDs of officers who witnessed level 2 and 3 reportable force, other than critical incidents, and IDs of those officers who were on the scene at the time of the use of force but did not use force;
  - m. IDs of any injured officer, and if so, whether they sustained the injury before, during, or after they used force;
  - n. Whether a foot or vehicle pursuit occurred that is associated with the incident;
  - o. Whether reportable force was used against an individual that was handcuffed or otherwise in physical restraints;
  - p. Any injuries sustained or alleged by the individual(s) and any medical treatment that was offered or performed on the scene of the incident;
  - q. Other than critical incidents, whether the MPD officer perceived that the individual possessed a weapon and, if so, what type(s);
  - r. Whether the individual actually possessed a weapon and, if so, what type(s); and
  - s. Whether the individual was charged with an offense and, if so, which offense(s).
110. Beginning 180 calendar days after the Effective Date, MPD will require that officers record the above information in an electronic, searchable, filterable, and linkable form consistent with the City's and MPD's data systems (as they change with the terms of this Agreement).
111. MPD will require that all data for a use of force incident is linked to a related stop, search, arrest, citation, and/or other police enforcement activity within MPD's data systems by one year after the Effective Date.
112. MPD will require that in completing the use of force documentation, MPD officers must also include a narrative that describes with specificity: the use of force incident, the individual's actions, or other circumstances necessitating the level of force used; the response of the officer who used force including the specific types and amounts of force used; and the de-escalation

efforts attempted. The narrative requirement does not apply to MPD officers who are involved in a critical incident or participated in a critical incident. MPD officers will note in their reportable use of force documentation the existence of any body worn camera or in-car camera audio or video footage, and whether any such footage was viewed in advance of completing the documentation or incident reports. MPD will require that MPD officers must complete reportable use of force documentation describing their own force accurately and completely, and accurately describe the force of others' to the full extent observed. MPD will require that the failure to accurately describe and report force may result in discipline.

113. MPD must collect, track, and maintain all available documents related to use of force incidents, including the following in accordance with Minnesota law:

- a. Use of force reports and any other similar form of documentation MPD may implement for initial reporting of reportable use of force incidents;
- b. Use of force reports and any other similar form of documentation MPD may implement to document supervisory investigation of reportable use of force incidents;
- c. Use of force reports and any other similar form of documentation MPD may implement to document review or audit of reportable use of force incidents;
- d. Arrest reports, original case incident reports, and investigatory stop reports associated with a reportable use of force incident;
- e. Administrative investigative files, including investigative materials generated, collected, or received by any investigative review entity or any similar form of documentation MPD may implement for misconduct allegations or civilian complaints; and
- f. All reasonably available documentation and materials relating to any reportable use of force, in-custody injury or death, or misconduct allegation, including body-worn, in-car, or known third-party camera recordings, and statements, notes, or recordings from witness and officer interviews.

## **B. MPD Internal Review and Auditing**

114. Prior to conducting the initial assessment required by the paragraphs below, MPD will identify methodology that comports with published, peer-reviewed methodologies, and will identify

any proposed factors to be considered as part of the assessment, including but not limited to the comparative use of force among MPD officers against individuals in protected classes.

115. Beginning within 270 calendar days of the Effective Date, the MPD Chief of Police and MPD command staff will meet quarterly to review citywide and precinct-level data regarding reportable uses of force to:
  - a. Assess the relative frequency and type of force used by MPD officers against persons in specific demographic categories, including race and/or ethnicity, gender, age, or perceived or known disability status; and
  - b. Identify and address any trends that warrant changes to policy, training, tactics, equipment, or Department practice.
116. After each quarterly meeting, MPD command staff will seek and consider input from officers of all ranks across all five precincts and specialty units about any needed changes to policy, training, or oversight to provide officers with the tools, resources, and support necessary to engage in conduct that increases community trust and legitimacy, and positively impacts the ability of officers to partner with communities to provide public safety and reduce unnecessary dangers for officers.

## **Part 5: Stops, Searches, and Arrests**

---

### **I. Objectives, Guiding Principles, and Policy Framework**

#### **A. Objectives**

117. Officers' stop, search, and arrest practices impact community trust and legitimacy, the ability of officers to partner with communities to promote public safety and officer safety. The MPD stop, search, and arrest policies required by this Agreement are intended to build public confidence that officers are acting consistently with law enforcement objectives, community input and values, and in the interest of public safety.
118. The Parties recognize that the foundation for non-discriminatory policing is constitutional law enforcement practices that respect the humanity, dignity, and civil rights of all individuals. MPD will adopt and maintain principles, policies, and practices that require its officers to conduct enforcement-related contacts, such as investigatory and vehicle stops, searches, and arrests

fairly, impartially, and respectfully as part of an effective overall public safety strategy that is consistent with community priorities for enforcement, promotes officer safety, and assures accountability when MPD officers engage in activity that is inconsistent with law or policy.

## **B. Guiding Principles**

119. This section sets forth the guiding principles to facilitate compliance with this Agreement.
120. MPD will require that its policies, training, supervision, and review related to stops, searches, arrests, and other voluntary police-community interactions are non-discriminatory, respect the civil rights of all community members, and uphold the humanity, dignity, and civil rights of all individuals.
121. **Interactions with Community Members.** The Parties recognize that interactions between police officers and the public are an important component of providing public safety that is consistent with community values. MPD will require that officers treat all persons with respect and dignity, in a professional and procedurally just manner to enhance communication and promote trust and understanding. These interactions will underscore MPD's commitment to policing consistent with community priorities and will also help officers build relationships with community members that will support MPD and community members in working together to promote public safety. MPD will require that an officer's failure to engage with the public consistent with these guiding principles may subject the officer to discipline.
122. Recognizing the humanity, dignity, and civil rights of individuals and the importance of non-discriminatory policing, MPD's stops, search, and arrest policies, training, supervision, and accountability systems will be designed, implemented, and maintained so that MPD officers:
  - a. Conduct stops, searches, and arrests consistent with the Minnesota Human Rights Act, other Minnesota and federal laws, and the Minnesota and United States Constitutions, recognizing that constitutional policing is the foundation for non-discriminatory policing;
  - b. Prohibit stops for certain motor vehicle violations so minor violations cannot be used as a justification, or pretext, for a stop; and to the extent feasible, continue the City's Lights On! program or a similar alternative program, consistent with Paragraph 134 below;
  - c. In making routine or spontaneous law enforcement decisions, such as investigatory or vehicle stops or detentions, may not use a demographic category to any degree, except

that officers may rely on a specific and detailed suspect description tied to a time and place that refers to a person with a particular demographic category;

- d. Do not rely on information known at the time of reliance to be materially false or incorrect in effectuating any type of stop or detention; and
- e. Do not use an individual's geographic location without individualized reasonable articulable suspicion that an individual is, has, or is about to be engaged in criminal activity as a basis for any type of stop or detention, such as solely an individual's proximity to the scene of suspected or reported crimes or presence in a high crime area.

### **C. Policy Revisions**

123. MPD's stop, search, and arrest policies will be written with sufficient detail such that the policies provide officers with clear guidance about:

- a. The differences among various police contacts, including enforcement related and nonenforcement related contacts, and the facts and circumstances that impact the nature of the contact;
- b. The differences between probable cause, reasonable articulable suspicion, and mere speculation;
- c. The circumstances under which officers may use an individual's location and/or demographic category as a basis for reasonable suspicion or probable cause if that characteristic is based on a specific and detailed suspect description tied to a time and place that refers to a person with a particular demographic category;
- d. The incorporation of procedural justice principles consistent with the "LEED" Model: Listen, Explain, Equity, and Dignity;
- e. What conduct is permitted and prohibited during various types of police contacts;
- f. How to apply discretion; and
- g. Criteria for supervisors and others to effectively measure compliance with policies and training.



124. **To promote clarity and to provide officers with the necessary guidance**, MPD will reorganize and/or revise Volumes of the MPD Policy and Procedure Manual with regard to all stop, search, and arrest policies and procedures to provide separate policies or distinct provisions regarding:
- a. **General guidance on stops, searches, and arrests.** MPD will clearly identify that the Department and its officers respect the humanity, dignity, and the civil rights of all people, guiding principles as described in the section above, and the standards for the authority to stop, search, and arrest individuals;
  - b. **Permitted and prohibited stops and searches.** MPD will clearly define and describe stops and searches that are permitted and prohibited, the methods and practices for conducting stops and searches, and the circumstances under which such enforcement activity is appropriate;
  - c. **Reporting of stops, searches, and arrests; review of this enforcement activity; and accountability** in accordance with this Agreement, including the Accountability section.

## **II. Stops, Searches, Citations, and Arrests Limited to Certain Circumstances**

### **A. Pedestrian and Vehicle Stops**

125. **Clear Communication During All Stops.** MPD will require that when officers make an investigatory pedestrian stop, vehicle stop, or detention, officers inform the person(s) stopped that they are not free to leave. MPD will also require that officers communicate to the stopped/detained individual why the officer has stopped or detained that individual and, when feasible, explain what the officer is doing while conducting the stop.
126. **Contact Information.** MPD will require that officers provide their business card, or similarly accessible identification, with their first and last name and badge number to any member of the public, upon request.
127. **Documentation of the Stop.** MPD will require that officers document and record information related to an investigatory stop, vehicle stop, search, citation, and arrest as required by MPD policy and procedure and in accordance with this Agreement. MPD will require that, when feasible, officers state the basis for a stop on their body worn camera upon initiating a stop.

128. **Record of the Stop Provided to Community Member.** MPD will require officers, who have completed an investigatory stop or enforcement related contact that does not result in a citation or arrest, to provide a card or document with their first and last name to the individual or individuals involved in the interaction. In these instances, MPD will also require officers to write down, or otherwise provide a physical copy of, a case control number that corresponds to the police interaction and corresponds to the underlying documentation that may exist.
129. **Stops without a Reasonable Suspicion Prohibited.** MPD will require that officers only conduct investigatory pedestrian stops, vehicle stops, or detentions when they have a reasonable suspicion, based on specific and articulable facts, that a person has committed, is committing or is about to commit a crime, traffic offense, petty misdemeanor or where they have probable cause that the individual has committed a crime, traffic offense, or petty misdemeanor. This legal framework is foundational for ensuring non-discriminatory policing.
130. **Stops on the Basis of Race and Other Demographic Categories Prohibited.** Investigatory pedestrian stops, vehicle stops, and detentions based on an individual's location and/or an individual's demographic category are prohibited, unless that information is part of a specific and detailed suspect description tied to a time and place that refers to a person in a particular demographic category. MPD will require that officers conduct investigatory pedestrian stops, vehicle stops, and detentions based on individualized reasonable articulable suspicion.
131. **Basis for an Investigative or Vehicle Stop is Limited.** MPD will require that officers do not base any type of enforcement related stop, such as an investigatory or vehicle stop, or detention:
  - a. Only on an individual's response to the presence of police officers, as long as the individual's response does not physically interfere with the officer's enforcement activity, such as an individual's attempt to avoid contact with an officer; and/or
  - b. Only on an individual's presence in the company of others suspected of criminal activity without any additional reasonable articulable facts that an individual is, has, or is about to be engaged in criminal activity.
132. **Transporting an Individual for Investigative Purposes is Limited.** MPD will require that officers do not transport an individual who is the subject of an investigatory or vehicle stop to another location including a precinct for fingerprinting, questioning, or other investigatory purpose, where officers do not have probable cause to make an arrest. MPD may permit officers to transport the individual who is the subject of an investigatory or vehicle stop to a different

location for questioning if the stopped individual requests to speak with officers in a different location, or for the safety of the officer or the individual who is the subject of the stop. MPD will require that an officer will transport the individual who is the subject of an investigatory stop no farther than necessary, to minimize the duration and intrusiveness of the stop. Where a transport is requested or necessary, MPD will require that officers notify a supervisor of the request or the intent to transport, and document the transport in writing or via body worn camera.

133. **Vehicle Passenger Stops.** While officers may professionally greet passengers in a vehicle, MPD will prohibit officers from questioning or requiring identification from passengers during a vehicle stop for a traffic violation or violations unless:
- a. The officer has reasonable articulable suspicion or probable cause regarding the passenger;
  - b. The officer has a basis to believe that the passenger is being trafficked, experiencing domestic violence, is at risk from the driver or another person in the vehicle, or otherwise appears to require immediate medical assistance; or
  - c. The officer is ascertaining if the passenger is willing and able to drive the vehicle away to avoid impounding the vehicle.
134. **Prohibiting Certain Vehicle Stops.** The City will establish a policy permitting notices of repair issues to be mailed to a vehicle owner when the only offense(s) are those listed below, and MPD will require that officers do not initiate a traffic stop when the only offense(s) are those listed below unless it is a commercial vehicle:
- a. Failure to display registration tabs, or driving with expired registration tabs;
  - b. Failure to illuminate license plate;
  - c. Rim or frame obscuring license plate, except for the plate letters and numbers;
  - d. Driving with only one functioning and visible headlight, brake light, or taillight;
  - e. Driving with only one functional sideview mirror present;
  - f. Driving without a rearview mirror, with the rearview mirror obstructed, or with an item dangling from the rearview mirror;

- g. Driving without working windshield wipers;
- h. Failure to signal a lane change or a turn, unless the driver is operating a vehicle in an unsafe manner or creating an imminent safety hazard;
- i. Cracked windshield unless it substantially obscures the driver's view; and
- j. Window tint does not comply with Minnesota law unless it creates an imminent hazard to safety.

135. MPD may permit officers to lawfully stop or detain a driver for operating a vehicle in an unsafe manner or creating an imminent hazard to safety, even if they are engaged in one or more of the non-citable offenses listed above. MPD will require that the officer document on body worn camera and in a police report the unsafe operation or imminent safety hazard. Simply because a driver is engaging in one or more of the offenses listed above does not necessarily mean that they are operating the vehicle in an unsafe manner or creating an imminent hazard to safety. Rather, MPD will require an officer to determine if the driver is operating the vehicle unsafely or creating an imminent safety hazard based on the totality of the circumstances.

## **B. Searches**

136. MPD will clearly set forth in policy and training that searches generally must be made pursuant to a warrant or a pre-trial or probationary release term, except in the limited following circumstances when searches may be made without a warrant:
- a. Open view and plain view searches;
  - b. Exigent circumstances, as defined by the need to prevent imminent harm or to provide emergency aid, to prevent imminent destruction or removal of evidence excluding narcotics, when in hot pursuit of an individual who committed or is suspected of committing a felony, or to prevent the imminent escape of a suspect;
  - c. Pat down/frisk during investigatory stop;
  - d. Custodial searches and other searches incident to arrest;
  - e. Automobile exception searches in accordance with law and this Agreement;
  - f. Consent searches, except during pedestrian or vehicle stops;

- g. Breath alcohol tests and/or similar tests approved by Minnesota law and used for testing a driver's impairment; and
  - h. Vehicle inventory searches.
- 137. MPD will require that officers link a specific and detailed suspect description tied to a time and place that refers to a person with a particular demographic category, when formulating reasonable suspicion for a frisk or probable cause for a search based on an individual's location and/or their race and/or ethnicity or other demographic category.
- 138. MPD will prohibit officers from relying on information known at the time of reliance to be materially false or incorrect to justify a warrantless search or to seek a search warrant. MPD policy will state that officers may be subject to discipline for relying on such information.
- 139. MPD will clearly set forth in policy and training when the types of searches listed above are permitted in different contexts, and will also clarify which of the searches listed above are discretionary under the law and MPD policy.
- 140. **Documentation of Searches.** MPD will require that every time an officer conducts a search or seizure, the officer will document the search or seizure and include the information required in this Agreement, including in the Stops, Searches, and Arrests Data and Analysis section below.
- 141. **Frisk for Weapons.** MPD will prohibit officers from conducting a frisk for weapons or pat down during a stop or detention except where officers have reasonable suspicion, based on specific and articulable facts, that a person is armed and presently dangerous. MPD will require that officers understand that there is no routine or automatic "officer safety" justification for a frisk or pat down during a stop. MPD will revise its training to be consistent with the provisions of this Agreement.
- 142. **Searches Based on the Smell of Cannabis/Marijuana.** MPD will require that officers will not conduct a search of an individual, a vehicle, contents of the vehicle, or persons in a vehicle if the sole basis of the search is based upon an officer smelling cannabis/marijuana. This provision does not prevent officers from conducting a field sobriety test during a vehicle stop.
- 143. **Probable Cause or Reasonable Articulate Suspicion Required for Search.** MPD will require that officers are prohibited from conducting warrantless searches of persons, homes, property, or vehicles unless the search meets an exception to the warrant requirement under Minnesota or federal law or the Minnesota and United States Constitutions except as otherwise limited by

this Agreement. MPD will prohibit officers from conducting searches based on consent during a pedestrian or vehicle stop. Consistent with law and the terms of this Agreement, officers may conduct a search during a pedestrian or vehicle stop if there is a basis for the search other than consent.

144. **Body Cavity Searches.** Other than the visual inspection of an individual's mouth, nose, or ears, MPD will require that body cavity searches are only conducted upon receipt of a search warrant. Officers must consult with their immediate supervisors to determine whether probable cause exists to seek a search warrant for a body cavity search. Body cavity searches will be performed with due recognition of privacy and hygienic concerns and contact body cavity searches will be conducted by licensed medical professionals under sanitary conditions.
145. **Non-Discriminatory Frisks and Searches for Transgender, Gender Queer, and/or Non-Binary Individuals.** MPD will require that transgender, gender queer, and/or non-binary individuals will not be subject to more invasive, humiliating, or demeaning frisk and search procedures than other individuals in the field or in police holding facilities. For a search beyond a pat down of outer clothing as part of a Terry frisk, MPD will require that, when feasible, officers will ask transgender, gender queer, and/or non-binary individuals their preference with regard to the gender of the officer searching them. For example, "What gender officer would you prefer to search you?" Individuals' preferences will be honored, when feasible. An individual may be identified as transgender, gender queer, and/or non-binary if the person informs an officer that they are transgender, gender queer, and/or non-binary, or if an officer has a reason to believe that the individual may be transgender, gender queer, and/or non-binary based on gender expression or prior interactions. MPD will comprehensively train officers on all the requirements listed above, and will provide training led by LGBTQ community organizations to officers with respect to exhibiting cultural competency and respectful conduct and language when engaging with and addressing transgender, gender queer, and/or non-binary individuals.
146. **Strip Searches.** MPD will continue to require that strip searches be authorized by a supervisor. MPD will also continue to require that strip searches be conducted by a person of the same gender as the person being searched. The authorizing supervisor must be present for the strip search unless they are of a different gender from the individual being searched, and in that case then another officer of the same gender as the individual being searched will be present for the strip search. MPD will require that strip searches be conducted in a manner preserving the dignity and privacy of the person to the greatest extent possible, including that all strip

searches will be held in a private place, limited to the minimum extent necessary, and that officers be prohibited from touching breasts, buttocks, genitalia, or body cavities of the person searched. The basis for the search and exigent circumstances if any will be documented.

147. **Executing Warrants on a Residence.** To promote trust and legitimacy, officer safety, and the ability of MPD to partner with communities to promote public safety, MPD will require specific policies and procedures for executing warrants as detailed in this Agreement. MPD will prohibit officers from executing a warrant on a residence when MPD has reason to believe there are children, elderly, guests, or vulnerable persons in the residence unless there is no feasible way to execute the warrant without those individuals present. Prior to the execution of a search or arrest warrant on a residence, MPD will require that officers who are executing a search and seizure warrant, in consultation with officers who have obtained the warrant, will also complete a mandatory risk assessment form that includes a written plan approved by a supervisor at the rank of commander or above that addresses, at a minimum, the following:

- a. Whether the officers intend to engage in a dynamic entry in the execution of the warrant, including the use of battering rams, flash-bangs, or other devices or strategies;
- b. Alternatives to dynamic entry must be considered based on the specific factors known to officers when completing the risk assessment form, such as waiting for the residence to be empty, contacting the persons in the residence, the use of warnings or commands and justification for not applying non-dynamic entry strategies;
- c. Reasonable efforts so that no children, elderly, guests, or vulnerable persons are in the residence at the time of the execution of the warrant, including the results of pre-warrant execution surveillance about the residents and their activities; and if those individuals are present in the residence, measures to be taken to protect their safety;
- d. Measures taken or to be taken to protect the safety of neighbors or bystanders; and
- e. Race and/or ethnicity or other demographic characteristics are not improperly used to justify the warrant.

148. MPD will continue to prohibit the use of no-knock warrants and require that officers engage in conduct that is meaningfully designed so that occupants are aware of their presence and wait a reasonable period of time, consistent with officer and public safety, after a knock and announce before engaging in a forced entry.

149. MPD will prohibit the execution of warrants on a residence except during the hours of 7:00 am to 8:00 pm unless MPD knows that the residence is empty or if exigent circumstances are present that make the execution between the hours of 8:00 pm and 7:00 am essential for public and/or officer safety. A Deputy Chief must approve an application and risk assessment form for a search warrant to be executed between the hours of 8:00 pm and 7:00 am.
150. MPD will require that MPD officers may be subject to discipline for providing knowingly inaccurate or incomplete information in support of these warrants. MPD will require that supervisors who are responsible for reviewing and approving a search warrant or risk assessment may be subject to discipline for failing to comply with MPD policy or law.

### **C. Citations and Arrests**

151. The Parties recognize that the short- and long-term consequences of a criminal charge or citation, even when appropriate, and/or a corresponding arrest can be substantial. Arrests that are unjust, discriminatory, or harassing erode trust and legitimacy, increase risks to officer safety, and interfere with the ability of MPD to partner with communities to promote public safety.
152. MPD will continue to require supervisors to authorize MPD officers to make felony arrests.
153. MPD will continue to require MPD officers to issue citations for misdemeanor offenses and not detain the individual longer than is necessary to issue the citation unless: necessary to prevent bodily harm to that individual or another; necessary to prevent future criminal conduct; there is a substantial likelihood that the individual will fail to respond to a citation; or the individual has an outstanding warrant other than a Sign and Release warrant.
154. MPD will continue to require officers to properly document the justification and probable cause for all citations and arrests before going off-duty.

#### **1. Probable Cause Required for Citations and Arrests**

155. MPD will require that officers issue a citation or make a custodial arrest only where they have probable cause to believe a person has committed or is committing a criminal infraction or citable offense. MPD will require that officers not rely on information known at the time of receipt of information to be materially false or incorrect in effectuating an arrest.



## **2. Disorderly Conduct and Obstruction of Legal Process Offenses and Warnings**

156. As part of creating procedures to support MPD officers in de-escalating and using tactical disengagement strategies and to address racial disparities in citations for disorderly conduct and obstruction of legal process, MPD will require that before officers issue a citation or make an arrest solely for Disorderly Conduct or Obstruction of Legal Process or for both Disorderly Conduct and Obstruction of Legal Process, unless the individual is in a physical altercation or the individual is using physical force, officers will:
- a. Activate their body worn camera;
  - b. Air over the radio their location and that they are issuing a Warning for Disorderly Conduct or Obstruction of Legal Process, unless not possible to do so;
  - c. Request that the individual stop engaging in the conduct;
  - d. Permit a reasonable amount of time based on the totality of the circumstances for the individual to comply with the request; and
  - e. Record the Warning.
157. MPD will require that when an officer issues the Warning, the individual is not detained and is free to leave. If the individual refuses to stop the conduct after a reasonable amount of time has passed since the officer's Warning, based on the totality of the circumstances, MPD policy may allow the officer to engage in a custodial detention and issue the appropriate citations or arrest, and they must properly document this enforcement activity in accordance with MPD policies.
158. MPD will require that the initial Warning be documented on body worn camera footage, on Computer Aided Dispatch ("CAD"), and by police radio, and if the individual stops the conduct, the officer need not complete a report related to the Warning.

### **D. Conduct During Field Interviews**

159. MPD officers also communicate with community members to gather information about criminal activity ("Field Interviews"). Although these contacts do not rise to the level of a stop or arrest, community members, and particularly Black, Indigenous, and other community members of color, may interpret them as inherently coercive because they are conducted by law enforcement. To reduce any actual or perceived coercion and build community trust, during a

Field Interview, MPD will require that officers inform the individual the officer is questioning that the individual does not have to respond to questions and is free to leave. MPD will require that officers conducting a Field Interview will do the following:

- a. Introduce themselves by name and rank as soon as reasonable and practicable and explain the purpose of the encounter;
- b. Refrain from using words or actions that would tend to communicate that the person(s) are not free to leave or must answer questions;
- c. Reply in the affirmative if asked by the individual whether they are free to leave or may decline to answer questions;
- d. Inform individuals that providing a physical form of identification is voluntary, if the officer asks individuals to provide identification;
- e. May not use a person's failure to stop, failure to answer questions, decision to end the encounter, or attempt or decision to walk away to establish reasonable suspicion to justify an investigatory stop or detention, search, citation, or arrest of the person if an officer is engaged in, or attempting to engage in, a Field Interview; and
- f. Act in accordance with law and MPD policies and procedures if at any point, the Field Interview evolves into an enforcement related contact.

#### **E. Use of Undercover Social Media Accounts**

160. The Parties recognize the value of MPD using "undercover social media accounts" in a lawful, non-discriminatory manner; this may include "following" and "engaging with" other social media accounts to establish a credible undercover social media profile. MPD will continue to maintain a policy that all undercover social media accounts are registered with the Commander of the Strategic Information Center. MPD will require: authorization for the use of undercover social media accounts; procedures for collecting and/or maintaining any information developed or obtained through those accounts; regular supervisory review of those accounts; and periodic assessment of the use of undercover social media accounts by MPD's Review Panel.

### III. Supervisory Review of Stops, Searches, Citations, and Arrests

161. **Supervisory Review.** Within 270 calendar days of the Effective Date, MPD will develop and implement a plan for adequate supervision and review of stops, searches, citations, and arrests by officers. At a minimum, that plan will include:
- a. MPD will continue to require a supervisor to review all reports of all stops, searches, citations, and arrests for completeness and adherence to MPD policy and law. This review will be completed within 72 hours of the stop, search, citation, or arrest, unless the review finds deficiencies and additional investigation, or corrective action is required;
  - b. MPD will require that, for every use of force assessed by the Reviewing Supervisor pursuant to Part 4, Section 5 of this Agreement [Supervisory Review of Use of Force], the Reviewing Supervisor will also assess whether there was justification for the stop, search, citation, and/or arrest pursuant to policy and law and was properly documented;
  - c. MPD will require that any supervisor reviewing a stop, search, citation, or arrest pursuant to sub-paragraphs (a) or (b) of this provision document and report:
    - i. Stops that appear unsupported by reasonable articulable suspicion, including circumstances where officers purport to justify the stop based on information or evidence discovered after the stop was initiated, or that are otherwise in violation of MPD policy or law;
    - ii. Searches that appear to be without legal justification or are in violation of MPD policy or law;
    - iii. Stops or searches that, while comporting with law and policy, indicate a need for corrective action or review of agency policy, strategy, tactics, or training;
    - iv. Arrests that are unsupported by probable cause, or are otherwise in violation of MPD policy;
    - v. “Boilerplate” or conclusory language, inconsistent information, lack of articulation of the legal basis for the action, or other indications that the reports

or forms may contain information that was not accurate at the time it was reported; and

vi. Lack of clarity with respect to the specific role and involvement of each MPD officer, including specifying which officer saw or heard information or engaged with or observed an individual engaging in a particular manner or completing a particular activity.

d. MPD will require that if necessary to properly assess one of the factors listed above in sub-paragraph (c), the supervisor or shift lieutenant will review relevant body worn camera video and/or make a referral to Internal Affairs.

162. **Regular Supervisory Check-in Meetings.** MPD will require sergeants to continue to conduct an in-depth check-in meeting with each officer under their command on at least a monthly basis. MPD will require that before each check-in, the sergeant will review at least three stop, search, citation, or arrest events, including all reports and relevant body worn camera video to determine whether the enforcement related actions are consistent with MPD policy and are properly documented.

a. MPD will require that the review will also identify any deficiencies including:

- i. Searches, including circumstances where officers purport to justify the search based on information or evidence discovered after the search was initiated, conducted in violation of MPD policy or law;
- ii. Citations that are unsupported by probable cause, or are otherwise in violation of the law and MPD policy or procedure;
- iii. “Boilerplate” or conclusory language, inconsistent information, lack of articulation of the legal basis for the action, or other indications that the reports or forms may contain information that was not accurate at the time it was reported; and
- iv. Lack of clarity with respect to the specific role and involvement of each MPD officer, including specifying which officer saw or heard information or engaged with or observed an individual engaging in a particular manner or completing a particular activity.

- b. MPD will require that the enforcement related actions reviewed by the sergeant for the supervisee check-ins must present diverse circumstances, such as vehicle stops, pedestrian stops, protective frisks, other searches, or citations so that the supervisor can assess the officer's conduct performing a range of duties.
- 163. MPD will require that a supervising officer document incidents that may contain deficiencies, such as those listed in Paragraphs 161 through 162, and provide timely feedback for growth and improvement to the officer who engaged in the incident, refer the officer to the MPD Training Division for additional training and/or support as necessary based on the incident, and/or refer the incident for investigation to Internal Affairs and any other independent police conduct review entity.
- 164. MPD will require that supervisors take appropriate action to address all apparent violations or deficiencies in officers' enforcement related contacts, such as investigatory stops or detentions, vehicle stops, searches, citations, and arrests, including deficiencies in reporting. Appropriate action may include any feedback for growth and improvement for the officer, referring the officer for training, and/or referring the incident for administrative or criminal investigation. For each subordinate, MPD will require the supervisor to track each violation or deficiency and the corrective action taken, if any, to identify officers needing repeated corrective action. MPD will require that the supervisors note each violation or deficiency in the appropriate data system that will feed into MPD's Early Intervention System.
- 165. MPD will take appropriate corrective and/or disciplinary action against supervisors who fail to conduct complete, thorough, and accurate reviews of officers' enforcement related contacts, such as investigatory stops or detentions, searches, and arrests.
- 166. MPD will take into account the quality and completeness of reviews of officer use of force, stops, searches, citations, and arrests in performance evaluations for supervisors, MPD command staff, or members of the MPD Review Panel. MPD policy will provide that the failure to identify and document prohibited, inappropriate, and/or unreasonable police enforcement activity, as required in MPD policy, may result in discipline.

#### **IV. Stops, Searches, and Arrests Data and Analysis**

- 167. MPD will modify its written and electronic report format to electronically collect data on all enforcement related contacts, such as investigatory stops and searches, as detailed below. This

system will allow for summarization and searches and also will be integrated into MPD's Early Intervention System. MPD's stop and search data collection system will be subject to the review and approval system set forth in the Independent Evaluation and Implementation Section of this Agreement, and will require officers to document the information described in this Agreement.

168. MPD will require that officers' probable cause and/or reasonable suspicion for their enforcement related contacts, such as investigatory stops and the facts on which the suspicion is based are documented in a specific and clear manner in a written or electronic report of the interaction, subject to the exception for Warnings for disorderly conduct and obstruction of legal process set forth above. MPD will prohibit officers from only using boilerplate language when describing the basis for an investigative stop or detention. Instead, MPD will require officers to use specific and individualized descriptive language.

- a. The amount of detail that MPD will require will vary with the complexity of the stop. Thus, for example, where an individual has been stopped because they ran through a stop sign, it will be sufficient to state "Individual ran through a stop sign at XYZ location."
- b. Where, however, an individual is stopped, for example, because they engaged in erratic driving behavior in the area of a homicide while matching a description of a suspect, MPD will require a correspondingly more detailed description.

169. **Data from Vehicle and Pedestrian Stops.** MPD will require that officers consistently and accurately document all stops and detentions in MPD's electronic data collection systems, subject to the exception for Warnings for disorderly conduct and obstruction of legal process set forth above. MPD will require that officers document in searchable fields the following information from stops and detentions:

- a. The officers' names and ID numbers specifying the role of each officer during the interaction;
- b. The date and time of the stop;
- c. The actual or apparent race and/or ethnicity, gender, and age of the person stopped;
- d. The location of the stop, including the street address or nearest intersection;

- e. A central identifying report number. This number will allow documentation of stops to be matched with documentation of any criminal or civil citation or arrest that results from the stop;
- f. Specific, individualized description of the facts that established reasonable suspicion to make an investigatory or vehicle stop, prior to the stop being made;
- g. The duration of the stop;
- h. Whether officers conducted a weapons frisk during the stop and, if so, the specific and articulable facts establishing reasonable suspicion that the detained individual was armed with a dangerous and deadly weapon;
- i. Whether officers conducted a search based on probable cause and, if so, the facts establishing probable cause to conduct a search;
- j. The type of search(es) conducted and whether each of those searches were discretionary or non-discretionary pursuant to MPD policy and procedure;
- k. Whether officers found any unlawful weapons, narcotics, or other contraband during a search, and the nature of such contraband;
- l. Whether the stop or detention began as a non-enforcement related contact; and
- m. The outcome of the stop, including whether officers issued a civil or criminal citation, made an arrest, issued a warning, and/or used reportable force during the stop.

170. **Data from Vehicle Stops.** In addition to the requirements detailed in the paragraph above, MPD will require that officers record the following information for all Vehicle Stops in searchable, filterable, and linkable fields:

- a. Separately identifying the actual or perceived race and/or ethnicity, gender, and age of the driver; and the actual or perceived race and/or ethnicity, gender, and age of the passengers or other occupants;
- b. Whether the driver or any passenger was ordered by an officer to exit the vehicle, specifying whether it was the driver or the passenger, and the reason for the order;
- c. Whether any officer approached the vehicle with a handgun unholstered;

- d. Whether a plain view search was conducted based on probable cause and, if so, the facts establishing probable cause to conduct a search;
- e. Whether a search that was conducted was of the driver, passenger, and/or the vehicle; and
- f. If any contraband was found, clarifying whether the contraband was found as a result of a search of a person, and if so which person, or of a vehicle.

171. MPD will require that failure to accurately record the information above may be subject to discipline.

## **Part 6: Body Worn Cameras and In-Car Cameras**

---

172. MPD will continue to develop, implement, and maintain a system of video recording officers' encounters with the public with body worn cameras ("BWCs"). MPD will require that the use of BWCs is designed to increase officer accountability, improve trust and MPD legitimacy in the community, and supplement MPD's records of law enforcement-related activities.

173. MPD will provide all officers assigned to patrol field duties with a functioning BWC with an adequate battery to last an entire shift and require them to wear BWCs and microphones with which to record law-enforcement related contacts as outlined in Minnesota law, with limited exceptions, including when requested by a victim or a witness of a crime or interacting with a confidential informant. MPD will develop and implement a written policy delineating the circumstances when officers will not be equipped with BWCs.

174. At a minimum, MPD's BWC policy will:

- a. Clearly state which officers are required to use BWCs and under which circumstances;
- b. Require officers, subject to limited exceptions specified in writing, to activate their cameras when responding to calls for service and during all enforcement related contacts or activities that may evolve into enforcement related contacts that occur while on duty, and to continue recording until the conclusion of the incident(s);
- c. Require officers to articulate in writing or on camera their reason(s) for failing to record an activity that MPD policy otherwise requires to be recorded;



- d. Require officers to inform individuals that they are being recorded unless doing so would be unsafe, impractical, or unfeasible;
  - e. Identify any restrictions on recording inside a home to address relevant privacy considerations and/or the need to protect witnesses, victims, and children;
  - f. Establish a download and retention protocol, in accordance with Minnesota law, prohibiting the alteration, erasure, or destruction of the BWC prior to the expiration of the applicable retention period;
  - g. Require periodic random sampling review of officers' videos for compliance with MPD policy and training purposes; and
  - h. Specify that officers who knowingly fail to comply with the policy may be subject to discipline, training, or other remedial action.
175. MPD will require that officers comply with the BWC policy. MPD may impose discipline, training, or other remedial action on officers who do not comply with the BWC policy, as permitted by law.
176. MPD will require that every MPD officer wearing BWC must:
- a. Visually and physically inspect the BWC, confirm that it is the officer's assigned camera, fully charged, and operational at the beginning of each shift; and
  - b. Notify a supervisor as soon as practical if, at any time, the officer's assigned BWC becomes inoperable (including when either or both of the audio or video recording functions is inoperable), damaged, or does not maintain a charge for a full shift.
177. MPD will promptly provide any officers who report an inoperable or damaged BWC with a temporary or replacement BWC, which will in no event be later than the beginning of the officer's next shift.
178. Within 120 calendar days of the Effective Date, the City will identify and repair or replace any non-functioning or malfunctioning in-car cameras. Thereafter, MPD will require that when officers are assigned to MPD vehicles that are equipped with in-car cameras, the officers will check that the cameras are fully functional at the beginning of each shift and make appropriate notifications when they are not, and the City will repair or replace any non-functioning or malfunctioning in-car cameras within 30 calendar days of an officer's report.

# Part 7: Training

---

## I. Guiding Principles

179. This section sets forth the guiding principles to facilitate compliance with this Agreement.
180. The Parties agree that effective and quality training is an essential prerequisite to non-discriminatory, constitutional policing that results in better public safety. MPD and the City recognize that to support a culture of continuous learning, employees benefit from receiving prompt and timely training, which often requires training on an upcoming policy or process change even before the change is implemented.
181. The Parties also agree that MPD training allows MPD to set clear expectations to reinforce an organizational culture that values humanity, dignity, de-escalation, and the civil rights of individuals. During training, officers have an opportunity to learn how to implement policies and legal requirements effectively. It is useful for officers to practice skills in scenario-based, tactical settings so they have experience before they are expected to do something similar in the field for the first time.
182. MPD and the City recognize that MPD policies provide guidance to officers, create expectations concerning behavior and conduct, and express the values of MPD while allowing for a measure of discretion in the application of policy. MPD and the City recognize that a mentality of unquestioning obedience would undermine MPD's written policies. MPD and the City recognize that officers must use critical decision-making skills to apply policies consistent with the policy objectives and with respect for the humanity, dignity, and civil rights of individuals.

## II. Training Plan

183. **Training Needs Assessment.** Within 180 calendar days of the Effective Date, and on an annual basis thereafter, MPD's Training Division will complete a Needs Assessment, which will, among other things identify and consider:
  - a. Information reviewed by the MPD Review Panel, such as information collected from use of force or stops, searches, and arrests reviews, discipline and police misconduct complaints, and reports of officer safety issues;

- b. Recommendations from MPD oversight entities, including, but not limited to the Office of Police Conduct Review and the independent community oversight commission;
- c. Changes in the law, MPD policy, and to the Minnesota Board of Peace Officer Standards and Training requirements, as well as new applicable court decisions or litigation, if any;
- d. Research reflecting the latest in training benchmarks, procedures, and methods being implemented across the country;
- e. Input from trainees and MPD officers of all ranks, where appropriate, including information obtained from evaluation of training courses, instructors, and the Field Training Officer Program; and
- f. Trainee-to-instructor ratios.

184. **Annual Training Plan.** Within 30 calendar days of completing the annual Needs Assessment, the Training Division will develop a written Training Plan for MPD's Academy/pre-service training, field training, and in-service training so that MPD officers are trained to safely, effectively, and lawfully carry out their duties in accordance with the law, MPD policy, and this Agreement. MPD will implement the Training Plan in accordance with the timelines identified in the Plan.

185. The Training Plan will:

- a. Identify training priorities, principles, and broad goals consistent with this Agreement;
- b. Identify and, as needed, develop training for MPD officers that emphasizes the humanity of all individuals and the obligations and importance of engaging with individuals in a professional manner to build community trust. This training will also teach officers skills and techniques that can be used to effectively engage in communications and interactions with the public aimed at building rapport with community members in Minneapolis;
- c. Prioritize the needs identified during the Needs Assessment and identify those needs that will be addressed by the Training Plan;
- d. Identify specific timelines for implementing each element of the Training Plan;
- e. Identify subject areas and frequency for various types of MPD training, including supervisory training for sergeants, lieutenants, inspectors, and command staff;

- f. Determine the mandatory and elective courses, consistent with this Agreement, to be provided as part of in-service training;
- g. Develop a plan to inform officers about in-service training, course offerings, and requirements;
- h. Determine which aspects of training can be delivered in a decentralized manner, including e-learning, and which training must be delivered in-person and/or through more intensive, centralized delivery so the training is effective and understood by trainees. MPD's Training Plan will integrate adult learning techniques;
- i. Identify necessary training resources the City will support MPD by providing, including, but not limited to, instructors, curricula, equipment, and training facilities;
- j. Identify community-based organizations that represent a broad cross section of the city to participate, as feasible, practical, and appropriate, in the development and delivery of the curriculum regarding subjects including, but not limited to, procedural justice, de-escalation, and non-discriminatory policing, and make efforts to encourage such participation by such organizations;
- k. Establish a process to assess the content and delivery of all MPD training, including training provided by outside instructors or non-MPD trainers, to fulfill the requirements and goals of this Agreement. This process will allow for the collection, analysis, and review of course and instructor evaluations to document the effectiveness of and satisfaction with training, and the Training Division will consider this information to improve the quality of future instruction and curriculum and when completing its annual needs assessment; and
- l. Address any needed modification of training, including:
  - i. Review and, as necessary, revision of training curricula and lesson plans for consistency, quality, and compliance with applicable law, MPD policy, and this Agreement; and
  - ii. Identifying processes for reviewing and, as necessary, revising relevant trainings following a critical incident, an after-action report, and/or near miss incidents.

186. **Policies that require in-service training.** MPD will provide in-service training for MPD employees on content revisions to MPD's use of force, non-discriminatory and impartial policing, and stop, search, and arrest policies before issuing those updated policies, which must be completed within one calendar year of the Effective Date as stated in Paragraph 29. The City and MPD will provide training for other policy changes that the City or MPD determine require in-service training within 60 calendar days of the City or MPD issuing the policy.
187. **Policies that do not require in-service training.** Policy changes that do not require in-service training will be implemented through directives, video training, or roll call training at the same time as the policy is issued and officers will be held accountable to these policies immediately upon issuance.

### **III. Training Development, Delivery, and Evaluation**

188. MPD will provide Academy training, field training, and in-service training so that they are sufficient in duration and scope to prepare officers to comply with MPD policies and procedures consistently and effectively, and in accordance with the law.
189. MPD will use an adequate number of qualified instructors for pre-service Academy training, field training, and in-service training to implement the Training Plan.
190. MPD will require that all instructors responsible for training are proficient in their subject matter and are qualified, including, as applicable, previous instructor experience, training in instruction and adult learning techniques, and instruction skills. In addition, MPD will consider an officer's performance evaluations, past performance as a police officer, and disciplinary history in selecting instructors.
191. MDHR, the City, and MPD value the experience of diverse community members who encounter MPD officers including but not limited to communities of color, Indigenous people, LGBTQ people, minors, immigrants, limited-English speakers, and persons with disabilities. The experiences of these diverse community members will inform and be incorporated into pre-service and in-service training. When MPD and the City engage community-based trainers, those trainers will have lived experiences and expertise to provide culturally competent training consistent with adult learning principles. The City and MPD will treat community-based trainers in the same manner as other external trainers who have appropriate subject matter expertise for particular topic areas.

192. To meet the needs of MPD and the requirements of the Training Plan, MPD will actively recruit and seek to retain qualified instructors including but not limited to instructors who are: community members of all ages impacted by policing; legal and law enforcement professionals, such as judges, civil rights attorneys, prosecutors, and public defenders; crime victims; mental health service providers and consumers; and academics in the field of criminal justice reform, to participate in relevant courses.
193. MPD will require that all new and current Training Division instructors and curriculum developers receive, as appropriate to their roles, initial and annual refresher training on subjects including, but not limited to, effective teaching, adult learning techniques, and curriculum development. MPD will further require that instructors are trained in the specific subject matter they are assigned to teach and, as appropriate, are also cross-trained in other related subjects so that they are equipped to deliver effective interdisciplinary instruction.
194. **Review of Instructors.** The Training Division will conduct annual instructor performance reviews. Performance reviews will include classroom observations, trainee and peer review feedback, feedback from external instructors where appropriate, and in-person meetings with instructors to discuss performance and areas of improvement. These performance reviews will be considered in assessing whether instructors may continue to serve in that role.
195. To adequately document all trainings, MPD will use a training data tracking system that will include a central and comprehensive database containing information on trainings attended by each officer, including in-service training and remedial training. The data tracking system will identify information including which officers require trainings and class attendance history, including which officers have missed classes. The data tracking system will additionally include trainees' results on any tests or scored evaluations. The system will be readily available to supervisors throughout MPD to facilitate their supervisory duties. MPD will require that adequate resources are provided to maintain the system up to date and review the data contained therein. MPD will review and analyze the content and delivery of training to determine whether the training provided to officers effectively prepares them to police fairly, safely, and in accordance with the law and MPD policy.
196. MPD will provide both knowledge-based and performance-based assessments that are designed, developed, administered, and scored to assess the knowledge and skills required for successful job performance in a reliable and fair manner and MPD will align those assessments with the materials delivered in training.

197. Any training required by this Agreement that is conducted by MPD, an outside instructor, or non-MPD entity, including community-based instructors, will be reviewed by MDHR, and approved by the Independent Evaluator prior to implementation.
- a. The City and/or MPD will provide the training materials to MDHR and the Independent Evaluator.
  - b. MDHR will have 14 calendar days from the date the City and/or MPD provides the training materials to MDHR and the Independent Evaluator to review and provide its comments to the City and/or MPD and the Independent Evaluator.
  - c. The Independent Evaluator will have 30 calendar days from the date the City and/or MPD provides the training materials to MDHR and the Independent Evaluator to either provide its approval that the training complies with this Agreement or provide comments to the City and/or MPD.
  - d. The City and/or MPD will consider the comments provided by MDHR and the Independent Evaluator and, if needed, make changes to its proposal.
  - e. The Independent Evaluator must provide approval for the training to go into effect and approval will not be unreasonably withheld and will be deemed granted within 30 calendar days from the date the City and/or MPD provides the training materials to MDHR and the Independent Evaluator if there has been no substantive response.

#### **IV. Specific Trainings by Subject Area**

198. In addition to the training components identified in the Training Plan section, as well as the components identified in the Training Development, Delivery, and Evaluation section above, MPD will also provide the following subject area specific trainings for MPD officers.

##### **A. Use of Force**

199. Quality training is essential for creating and maintaining a non-discriminatory, effective public safety system. Police departments teach and reinforce their organizational culture to officers during training by communicating expectations. Quality trainings also enable officers to implement policies effectively. During training, officers have an opportunity to learn tactics and skills in scenario-based, tactical settings so they have some experience before they are

expected to do something similar in the field for the first time. During training, trainers also can reinforce how officers should interact with community members.

200. MPD's pre-service and in-service training must provide officers with knowledge of policies and laws regulating the use of force; equip officers with tactics and skills, including de-escalation techniques, to prevent or reduce the need to use force or, when force must be used, to use force that is objectively reasonable, necessary, and proportional under the totality of the circumstances; and require appropriate supervision and accountability.
201. MPD's training regarding the use of firearms, Tasers, MPD authorized chemical irritants, impact weapons, and other force options that MPD currently authorizes or may authorize in the future will be consistent with its commitment to non-discriminatory policing and de-escalation as core principles. Any initial training, qualification, or requalification regarding these force options will incorporate scenario-based elements, including scenarios in which officers achieve resolution without employing force. MPD's training regarding these force options will also provide specific guidance to officers regarding required procedures and techniques after each of these force options are used, including procedures and techniques for limiting an individual's injuries.
202. MPD will provide officers with proficiency training on the use of chemical irritants before they are approved to carry and/or use chemical irritants. Such training will include protocols regarding officers' responsibilities following chemical irritants use, including minimizing exposure of non-targeted individuals and decontamination of those exposed, and how to recognize symptoms of a significant adverse reaction. Symptoms of a significant adverse reaction include but are not limited to blistering, burns, difficulty breathing, excessive pain, visual disturbance, and/or an altered mental state. MPD will require and provide training to officers to render aid consistent with their training and experience and arrange immediate transport to a hospital for medical treatment for individuals on whom chemical irritants have been used under the following circumstances: (a) when they exhibit symptoms of a significant adverse reaction after having flushed the affected areas; and/or (b) when they indicate that they have a pre-existing medical condition (e.g. asthma, emphysema, bronchitis, heart ailment) that may be aggravated by chemical spray.
203. MPD will provide all current MPD officers with no fewer than 16 hours of use of force and de-escalation training within one year of the Effective Date and no fewer than 8 hours of in-service use of force and de-escalation training on at least an annual basis thereafter, and more frequently when necessitated by developments in applicable law and MPD policy. These



training hours do not include firearm certification or training hours. Trainings related to the use of force and de-escalation will be in-person, include scenario-based training, and rely upon adult learning principles. MPD will coordinate and review all use of force training to assure quality, consistency, and compliance with federal and Minnesota law, MPD policy, and this Agreement.

204. The annual use of force training will include quality and effective training consistent with the objectives of this Agreement and with MPD's use of force policy, the requirements of which are detailed in this Agreement. The training will also include:
  - a. Role-playing scenarios and interactive exercises that illustrate proper use of force decision-making, with a specific focus on how to interact with individuals who tense and when it is appropriate to use force against individuals who tense;
  - b. Ethical decision-making and peer intervention, principles of procedural justice, the role of implicit bias, and strategies for interacting with individuals in crisis;
  - c. Use of force reporting, investigation, and review requirements, including documenting reportable use of force incidents;
  - d. Communication with fellow officers to indicate clearly and loudly when a threat no longer exists so that officers can modulate downward or stop entirely their use of force;
  - e. How to interact with a driver who is legally armed, through scenario-based training, as an individual officer or a pair of officers on scene;
  - f. Training by an external expert to support officer health and wellness in response to high-stress situations; and
  - g. Other topics as determined based on the training needs assessment required by this Agreement.
205. MPD will also provide initial training on all of the topics identified above to all recruits as part of its recruit training curriculum.
206. MPD will prohibit officers from participating in warrior-style training as defined by Minnesota law, fear-based training, private militia training, or any training that de-humanizes individuals or encourages aggressive conduct that de-emphasizes the value of human life or individuals' civil rights or increases the likelihood of the use of force unnecessarily. MPD will require officers

who seek additional training, not provided by MPD, to attest that the training the officer seeks to complete complies with this requirement. If the officer knew or should have known that the additional training does not comply with this requirement, then MPD may subject the officer to discipline for attesting that the training did comply with this requirement. In furtherance of this requirement, MPD may develop a list of preapproved trainings that meet these criteria.

207. MPD will continue to require officers to receive annual training on active bystandership and peer intervention skills through the Active Bystandership for Law Enforcement (“ABLE”) Project or through a training that is consistent with the principles of ABLE.
208. Within one calendar year of the Effective Date, MPD will provide supervisors of all ranks, as part of their supervisor training, training on the following:
  - a. Conducting use of force reviews or investigations appropriate to their rank;
  - b. Strategies for effectively directing officers in de-escalation principles and acting to intervene on the individual’s behalf when any use of force is observed that is prohibited, inappropriate, unreasonable, or otherwise in violation of policy; and
  - c. Supporting officers who report objectively unreasonable or unreported force, or who are retaliated against for attempting to prevent objectively unreasonable force.

## **B. Stops, Searches, Citations, and Arrests**

209. MPD will provide all officers with training on stops, searches, citations, and arrests, including the requirements of this Agreement, of no fewer than 16 hours within one year of the Effective Date and at least 4 hours on an annual basis thereafter. Such training will be taught by a qualified legal instructor with significant knowledge of non-discriminatory policing, consistent with the Minnesota Human Rights Act and corresponding federal law, as well as Minnesota and United States Constitutional requirements and related law; MPD policies and procedures; and this Agreement’s requirements regarding enforcement related contacts, such as investigatory stops and detentions, searches and seizures, citations, and arrests, including:
  - a. The difference between: various police contacts by the scope and level of police intrusion; probable cause, reasonable articulable suspicion, and mere speculation; and truly voluntary and consensual encounters;

- b. The facts and circumstances that may be considered in initiating, conducting, terminating, and expanding an investigatory stop, a vehicle stop, or detention;
  - c. The facts and circumstances that may be considered when determining whether to issue a citation or arrest an individual;
  - d. The level of permissible intrusion when conducting searches, such as pat downs and frisks;
  - e. The nature and scope of searches based on the level of permissible intrusion on an individual's privacy interests and particular types of searches;
  - f. Procedures for executing searches, including handling, recording, and taking custody of seized property or evidence; and
  - g. The effect that differing approaches to stops, searches, and arrests can have on community perceptions of police legitimacy and public safety.
210. MPD will review these trainings regularly, at least once per year, and update them if necessary to continue to reflect non-discriminatory policing obligations under current law and constitutional requirements.
211. Within one calendar year of the Effective Date and annually thereafter, MPD will train its officers on the elements of the offenses of Obstruction of Legal Process and Disorderly Conduct. The training will:
- a. Instruct officers not to issue a citation to or arrest an individual when an individual is engaged in conduct that offends, annoys, or insults an officer, unless that conduct physically interferes with an officer completing their duties or the individual poses a threat to public safety;
  - b. Include strategies officers can use, without arrest or citation, to safely address or ignore conduct that offends, annoys, or insults an officer where that conduct does not otherwise physically interfere with an officer completing their duties and where the individual does not pose a threat to public safety; and
  - c. Affirm that arrests and citations for these offenses may only be used in a non-discriminatory and non-retaliatory manner.

212. Within one calendar year of the Effective Date, MPD will provide training for supervisors to complete comprehensive and meaningful supervisory reviews of officers' enforcement related contacts, such as investigatory stops or detentions, vehicle stops, searches, and arrests.

### **C. Non-Discriminatory Policing**

213. In addition to incorporating non-discriminatory policing principles into its training curricula related to police enforcement activity such as use of force, stops, searches, and arrests, MPD will also provide separate, additional Non-Discriminatory Policing Training to all officers.

214. **Overview of Non-Discriminatory Policing Training.** MPD agrees to provide all officers with 16 hours of effective and quality training on non-discriminatory policing within one calendar year of the Effective Date, and 8 hours annually thereafter, based on areas for growth and development as evidenced by MPD's own enforcement data, and any developments in Minnesota law, federal law, or MPD policy and procedure. Such training will emphasize that discriminatory policing in the form of either selective enforcement or non-enforcement of the law, including the selection of enforcement or non-enforcement practices based upon stereotypes or bias, is prohibited by the law and MPD policy. The training will include an appropriate modality or combination of modalities (scenario-based, classroom, etc.) and substantive training assessment tools. Such training will emphasize that discriminatory policing is a violation of MPD policy and Minnesota and federal law. MDHR and the Independent Evaluator will approve of external trainers that MPD seeks to obtain to conduct training for officers as well as supervisors.

215. **Content of Non-Discriminatory Policing Training.** The Non-Discriminatory Policing Training will address:

- a. Racially disparate trends in MPD's enforcement data, including its use of force and stop data, to address and correct selective enforcement or non-enforcement;
- b. Methods and strategies for more effective policing that rely upon non-discriminatory factors;
- c. Perspectives related to procedural justice and discriminatory policing shared by community members;
- d. MPD policy requirements and legal requirements under the Minnesota Human Rights Act and other legal requirements related to unlawful discrimination;

- e. The protection of civil rights as a central part of the police mission and as essential to effective policing and public safety;
- f. The existence and impact of stereotyping as well as explicit and implicit bias;
- g. The specific history and challenges related to racism, race inequity, and race relations in policing in the City of Minneapolis;
- h. Instruction in the data collection protocols required by this Agreement;
- i. Identification of key decision points where prohibited discrimination can take effect at both the incident and strategic-planning levels, and an assessment and analysis of how those decision points manifest in MPD's enforcement data currently; and
- j. Methods, strategies, and techniques to reduce misunderstanding, conflict, and complaints due to bias or discrimination or perceived bias or discrimination, including through procedural justice principles consistent with the "LEED" Model: Listen, Explain, Equity, and Dignity.

#### **D. Field Training Officer Program: Field Trainers and Trainees**

216. Within one calendar year of the Effective Date, MPD will revise, as necessary and appropriate, the Field Training Officer Program to comport with MPD's Training Plan and the Guiding Principles of this Agreement.
217. **Requirements for Field Training Officer Program.** The Field Training Officer Program will provide field training for trainees who have completed their recruit or Academy training. The Field Training Officer Program will be at least 5 months in duration and include at least five training cycles. MPD will require that trainees in the Field Training Officer Program train with different field trainers during each of their training cycles.
218. **Competencies required for trainees to be field qualified.** The Field Training Officer Program will designate a trainee as "field qualified," as defined by this Agreement, only after they have successfully completed the entire program. To become "field qualified," a trainee must demonstrate competency in at least the following topics: non-discriminatory, constitutional policing; independent problem solving using critical decision-making; the ability to understand, use, and manage their own response to stressful situations to communicate respectfully and defuse conflict or de-escalate in a variety of situations; the ability to act with honesty and

integrity; the ability to collaborate with team members; implementation of MPD policy and procedure including policies related to use of force, and stops, searches, and arrests; and accurately documenting MPD enforcement activity as required by MPD policy.

219. **Assessments of trainees.** The Field Training and Evaluation Program will continue to require that field trainers document trainees' progress and performance each day, at the end of each cycle of training, and, if necessary, at the end of any additional remedial training cycles. MPD will require field trainers to identify and document areas for trainee improvement in those reports. MPD will also require that:
- a. In each end-of-cycle report, the Field Training Officer Program supervisor, in consultation with the chain of command, will assess whether the trainee should progress to the next cycle of training based on the trainee's performance and compliance with the Field Training Officer Program standards.
  - b. Field trainers may recommend specific remedial field or classroom training for a trainee. Any recommendation for remedial training will be provided as promptly as possible to the commander of the Training Division, or their designee, such as the Field Training Officer Program supervisor, and must be documented in the trainee's training record, including, but not limited to, any final summary reports. Recommendations for remedial training must be reviewed by those necessary supervisors and, if approved, recommended training must be completed by the trainee before the trainee completes the Field Training Officer Program.
  - c. The commander of the Training Division, or their designee, will review a trainee's performance at the request of an assigned field trainer or supervisor and have the power to recommend separation, re-training by the Academy, or additional field training.
  - d. For a trainee to be deemed "field qualified," all end-of-cycle reports must be completed by the field trainer and reviewed and approved by the necessary supervisors with the MPD officer demonstrating the competencies detailed above.
220. **Selection of field trainers.** MPD will review and, as necessary, revise its field trainer selection policies and procedures to effectively attract and retain qualified field trainers who are committed to following and teaching MPD policy, supporting a culture of continuous learning

within MPD, and teaching trainees how to make independent critical decisions to advance non-discriminatory policing.

- a. MPD's policies and procedures will continue to delineate the criteria and methodology for selecting field trainers. Subject to any relevant collective bargaining agreements, MPD will review and, as appropriate, revise its eligibility criteria and promotional practices so that field trainers are selected based on their applications, previous performance, behavior, and conduct as police officers, field training examination scores, and disciplinary histories.
- b. MPD will require that all field trainers receive a minimum of 40 hours of initial training, as well as a minimum of 8 hours of additional annual training, consistent with the Training Plan.

221. **Training for field trainers.** MPD will require that field trainers who, in the 120 calendar days preceding the Effective Date, have not received initial or refresher training will, within 180 calendar days of the Effective Date, receive training that is adequate in quality, quantity, scope, and type, and that addresses subjects including, but not limited to management and mentoring as well as the competencies that trainees are expected to demonstrate in order to become field qualified, and any recent substantive changes made to the recruit training curriculum. MPD will promptly notify field trainers of any substantive changes to policies and practices that affect their roles as mentors and trainers of police officers in training. MPD will require that field trainers maintain and demonstrate their proficiency in managing and mentoring police officers in training, as well as modeling and teaching, by their example, the competencies that trainees are expected to demonstrate in order to be "field qualified." The Training Division will maintain documentation of the training of field trainers.

222. **Trainee Engagement and Feedback.** MPD will provide a mechanism for trainees to provide confidential feedback regarding their field training, including the extent to which their field training was consistent with what they learned at the Academy; whether their field trainers did or did not provide effective guidance and instruction; and suggestions for changes to recruit training based upon their experience in the Field Training Officer Program. The Training Division and MPD Review Panel will review aggregate trainee feedback on a quarterly basis; will document their responses to the trainee feedback, including the rationale behind any responsive action taken or decision to take no action; and as necessary, share such feedback with the field trainers and their supervisors.

223. **Trainer Engagement and Feedback.** MPD will provide a mechanism for field trainers to provide feedback regarding the quality of the Field Training Officer Program, including suggestions for changes to field training, the trainee evaluation process, and recruit training. The Training Division and MPD Review Panel will review field trainer feedback on a quarterly basis; will document their responses to the trainee feedback, including the rationale behind any responsive action taken or decision to take no action; and as necessary, share such feedback with the field trainers and their supervisors.
224. **Review of Field Training Officer Program.** The Training Division will annually review the Field Training Officer Program and consider recent updates to Field Training benchmarks, procedures, and methods being implemented across the country as well as feedback and recommendations from field trainers and trainees. Based on this information, the Training Division will recommend to the Police Chief the implementation of any appropriate changes to policies or procedures related to the Field Training Officer Program.

## **E. Supervisory Training**

225. MPD will require that supervisors provide close and effective supervision to:
- a. Establish and enforce throughout MPD the expectation that officers will police in a manner that is consistent with statutory and constitutional law, and MPD policy;
  - b. Provide leadership, counseling, direction, and support to officers as needed;
  - c. Lead efforts to increase public trust;
  - d. Respond to, document, review and investigate stops, searches, citations, arrests, uses of force, and other officer conduct as required by MPD policy;
  - e. Identify potential misconduct and performance issues so that they are adequately addressed as required by MPD policy; and
  - f. Identify training and professional development needs and opportunities on an individual, squad, and department-wide level.
226. Effective, comprehensive supervisory training prior to the start of a promotional assignment is essential to successful supervision. Within one calendar year of the Effective Date, MPD will develop and implement mandatory supervisory training for all new and current supervisors.



This training for new and current supervisors may be different, but both will include the following topics:

- a. Techniques for effectively guiding and directing officers and promoting effective and constitutional police practices;
- b. De-escalating conflict;
- c. Evaluating written reports, including identification of boilerplate or conclusory language that is not accompanied by specific facts;
- d. Investigating officer uses of force;
- e. Building community partnerships and guiding officers on this requirement;
- f. Understanding supervisory tools such as the Early Intervention System and body worn cameras;
- g. Responding to and investigating allegations of officer misconduct;
- h. Evaluating officer performance;
- i. MPD disciplinary system requirements, and non-punitive corrective actions; and
- j. Monitoring use of force for consistency with policies and legal updates.

227. The supervisory training for new supervisors will include a field training component that will enable newly promoted supervisors to better understand the duties of their positions.
228. All sworn supervisors will receive annual in-service training concerning supervision, which may include updates and lessons learned related to the topics covered in the initial supervisor training and other areas covered by this Agreement.
229. MPD will hold supervisors accountable for the quality and effectiveness of their supervision, including whether supervisors identify and effectively respond to misconduct and whether they hold officers accountable for respectfully engaging with community members.
230. MPD will offer training opportunities to officers interested in promotional opportunities including mentoring by sergeants and lieutenants and peer ride-alongs and shadowing for specialty units.

## **F. Police Misconduct Investigator Training**

231. **Training for current police misconduct investigation personnel.** Within 180 calendar days of the Effective Date, the City and MPD will provide all City and MPD employees who are assigned to conduct investigations of police misconduct with at least 16 hours of in-service police misconduct investigation training, and 8 hours of annual in-service police misconduct investigation training thereafter.
232. **Onboarding training for police misconduct investigation personnel who are newly assigned or hired.** Within 180 calendar days of being assigned or hired to conduct investigations of allegations of police misconduct, all City or MPD employees so assigned or hired will receive training that relies upon adult learning principles and includes opportunities in-person to practice and develop their interviewing and investigative skills. The City and MPD will coordinate and review all investigative training to assure quality, consistency, and compliance with federal and Minnesota law, City and MPD policy.
233. **Content of police misconduct investigation training.** The initial and annual in-service training for City and MPD employees who investigate allegations of police misconduct will include instruction in:
- a. How to properly handle complaint intake, and the consequences for failing to take complaints;
  - b. Effectuating procedural justice, including techniques for communicating with complainants and members of the public;
  - c. The collection of objective verifiable evidence;
  - d. As applicable, the process for seeking a signature from the Commander of Internal Affairs or the Director of the Office of Police Conduct Review on an official complaint document where necessary in the absence of a signed complaint;
  - e. Investigative skills, including proper interrogation and trauma-informed interview techniques, gathering and objectively analyzing evidence, and data and case management;
  - f. The challenges of investigations, including identifying alleged misconduct that is not clearly stated in the complaint or that becomes apparent during the investigation;

- g. Identifying direct and circumstantial evidence when evaluating allegations of violations of the City's and MPD's non-discrimination policies, such as MPD's non-discriminatory and impartial policing policies, in a training that is led by an attorney experienced in anti-discrimination law;
- h. Properly weighing credibility of witnesses;
- i. Using objective evidence to identify inconsistent statements;
- j. The relevant standards of proof;
- k. Relevant City and MPD rules, policies, and protocols;
- l. Relevant Minnesota and federal law;
- m. As needed and applicable, any relevant case management system for police misconduct allegations; and
- n. The applicable collective bargaining agreements.

234. **Training for non-Internal Affairs MPD employees.** Within 180 calendar days of the Effective Date, MPD will begin providing training to all MPD officers and MPD officers in-training (in Academy) on MPD's revised or new policies related to police misconduct investigations and discipline. To the extent appropriate and necessary based upon an MPD officer's duties, and contact with members of the public and/or individuals in custody, this training will include instruction on:

- a. Identifying and reporting misconduct, the consequences for failing to report misconduct, and the consequences for retaliating against a person for reporting misconduct or participating in an investigation; and
- b. Use of the City's anonymous reporting website.

## **G. Engaging With Minors**

235. Within 180 calendar days of the Effective Date, MPD will train and hold accountable all officers on specific protocols and practices when engaging with minors, such as:

- a. When feasible, MPD will require officers to employ developmentally appropriate and trauma-informed de-escalation tactics including, but not limited to, using a calm, neutral demeanor, and avoiding threatening language;
- b. If force is necessary, MPD will require that officers take into account individualized factors of the minor including: apparent age, body size, relative strength of the officer relative to the minor, and the minor's known or perceived disabilities; and risk posed by the minor; however, MPD will require that officers' assessment of these factors are not impacted by the minor's race and/or ethnicity, national origin, sex, gender, gender identity, religion, or the minor's status with regard to public assistance;
- c. MPD will require that officers consider whether a minor may be noncompliant due to a medical or behavioral health disability, behavioral health crisis, physical or hearing impairment, language barrier, or drug or alcohol use;
- d. Consent for DNA collection from the person of any minor will adhere to the following requirements:
  - i. A minor suspect or minor arrestee cannot waive their rights and consent to a DNA collection from their person without first being allowed to engage in a meaningful consultation with an attorney or an informed parent or guardian.
  - ii. Any collection of DNA from the person of a minor suspect or minor arrestee via consent will require consent from both the minor and the parent or guardian.
  - iii. Consent will be documented in the police report.
  - iv. MPD will prohibit collecting or directing the collection of DNA from minors through subterfuge, such as by offering a minor a beverage to, even if only in part, collect the minor's DNA from the beverage container.
- e. In case a minor is injured by an officer's use of force, MPD will require officers to take immediate steps to provide medical attention and will require that officers notify the minor's parent, guardian, or other responsible adult.

## H. Crisis Intervention Training

236. **Crisis Intervention Training for Officers and Recruits.** For all officers and recruits, MPD will provide crisis intervention and crisis response trainings. MPD will train officers that they cannot suggest or direct sedation for an individual, including individuals who may be experiencing what has been referred to as “excited delirium,” “severe agitation with confusion,” or similar concepts by other names, or individuals who are acting agitated, disorganized, or behaving erratically. Within one calendar year of the Effective Date, all officers will receive at least 8 hours of annual in-service training and new recruits will receive at least 40 hours of pre-service training to demonstrate competence in the following topics:

- a. How to recognize common characteristics and behaviors associated with an individual experiencing a crisis due to a variety of factors;
- b. How to recognize whether someone is suffering from the effects of a substance;
- c. How to recognize whether someone has behavioral health disabilities or intellectual and developmental disabilities that may require an officer to interact with them in a specific manner;
- d. How to interact and avoid escalating in crisis situations; and
- e. Local resources available to provide treatment, services, or support for individuals in crisis, and when and how to draw upon these resources.

The pre-service and annual in-service training must use adult learning principles and include scenario-based exercises; perspectives from individuals with behavioral health disabilities and their family members; and, when feasible, on-site visits to mental health, substance use, and intellectual and developmental disability community programs and interaction with individuals with behavioral health disabilities.

237. **Crisis Intervention Training for City Dispatch.** Within one calendar year of the Effective Date, the City will review and make any necessary changes to its training for City dispatchers and their supervisors so that their crisis intervention training is adequate to enable them to identify, dispatch, and appropriately respond to calls for service that involve individuals in crisis, including when calls related to crises do not necessitate a police response and instead require other crisis services, such as the Behavior Health Crisis Response Team.

## **I. Training and Mental Health Lens and Resources**

238. Where it would add to the quality or effectiveness of the training, MPD will involve mental health professionals, as feasible, practical, and appropriate, in developing and reviewing recruit and in-service training on stress management, alcohol and substance abuse, officer wellness, and the support services available to MPD officers.
239. MPD will involve experts, such as psychologists and cognitive and behavioral scientists, in developing training on use of force and de-escalation where their expertise would enhance the effectiveness of the training. The training topics that may benefit from such expertise could include:
- a. Peer intervention by fellow officers to stop the use of excessive force;
  - b. The interaction of human perception and threat assessment; and
  - c. De-escalation and defusing techniques, including psychological methods of situation control, verbal control and communication, conflict resolution, and anger management.
240. MPD will provide all MPD employees in-service training on stress management, alcohol and substance abuse, and officer wellness at least every three years. MPD will include training regarding stress management, alcohol and substance abuse, officer wellness, and support services in the recruit training program.

## **Part 8: Officer Support and Wellness**

---

### **I. Guiding Principles**

241. This section sets forth the guiding principles to facilitate compliance with this Agreement.
242. In fulfilling their duties, MPD officers may expose themselves to significant danger, high stress, and a wide spectrum of human tragedy. Psychological and emotional wellness are critical to officers' health, relationships, job performance, and safety. The City and MPD recognize the need to provide support to MPD officers coping with the consequences that come from their service to the public.

243. The City and MPD recognize the need to provide MPD officers with adequate support systems to treat and support officers experiencing mental health, substance abuse, and other behavioral health challenges.
244. The City and MPD recognize that officers are expected to treat members of the public in a procedurally just way. Essential to this expectation is a commitment to treat officers fairly including equipping MPD officers and employees in a manner that enables them to do their jobs as safely as reasonably possible with equipment and technology that is in working order and up to date. The City and MPD also recognize the importance of providing an environment that supports MPD employees and included in this is the City's commitment to timely and accurately pay MPD employees and provide sufficient time off for MPD employees to rest.
245. The City and MPD will implement the following requirements in order to achieve a healthy and effective police force that engages in non-discriminatory policing.

## **II. Resource Support for MPD Employees**

246. By January 1, 2024, and periodically thereafter, the City will conduct a department-wide equipment and non-database technology comprehensive assessment to determine what equipment and non-database technology is outdated, broken, or otherwise in need of repair or replacement. During each comprehensive assessment, the City will solicit feedback from MPD employees. This assessment does not include the scope of the assessment required for the Data Systems Plan.
247. By 120 calendar days of the Effective Date, and annually thereafter, the City will conduct a comprehensive facilities assessment, MPD-wide, to determine what facility repairs and what additional facilities are required. During these comprehensive assessments, the City will solicit feedback from MPD employees.
248. Within 90 calendar days of the completion of the initial assessment, MPD will develop a plan, including a timeline for implementation, to prioritize and address the needs for repair or replacement of equipment, technology, and facilities as identified through the needs assessment ("Equipment, Technology, and Facilities Response Plan"). The Equipment, Technology, and Facilities Response Plan will identify which items must be completed so that MPD employees have the necessary facilities and supports needed.

249. The City will support MPD and provide resources to MPD to implement the Equipment, Technology, and Facilities Response Plan.
250. As a component of the Equipment, Technology, and Facilities Response Plan, MPD will develop a schedule for future periodic assessments. The schedule will specify the time period within which future periodic assessments will occur. The time period may vary for different equipment types to account for differences in the expected useful life of different equipment types. MPD will perform the periodic assessments in accordance with the schedule.
251. The City will provide MPD employees with physical working environments that are safe, secure, and equitable. Facilities that house MPD functions will be clean, meet all applicable accessibility and building codes, and will include at a minimum: potable water available for MPD employees, witnesses, suspects or potential suspects, or others meeting with MPD staff; functioning bathrooms with doors that close on stalls; and rodent-free and/or pest-free facilities including promptly addressing any rodent and/or pest control issues that arise.
252. When MPD determines that new or remodeled facilities or spaces are required to support functionality change, to meet current operational standards, for modernization, or to meet other needs for MPD employees, MPD will submit, through the appropriate City channels, a request with sufficient details documenting what specific changes are needed or how MPD intends to use a proposed new space and how that request comports with the provisions of this Agreement.

### **III. Mental and Behavioral Health Support Services for MPD Employees**

#### **A. Employee Support Plan**

253. The City will provide MPD employees and their dependents with a range of support services from licensed mental health professionals, as applicable, and that seek to minimize the risk of harm from stress, trauma, alcohol and substance abuse, and mental illness. These support services provided under this Employee Support Plan will include: readily accessible confidential counseling services with referrals; peer support; traumatic incident debriefings and crisis counseling; and stress management and officer wellness training.
254. MPD currently offers drug and alcohol counseling, rehabilitation, and employee assistance through the City's employee assistance program. MPD is also seeking to hire a Health and



Wellness Manager to create and implement a wellness program and coordinate the delivery of wellness services for officers. By 120 calendar days of the Effective Date, the City and MPD will complete a needs assessment to determine what additional resources are necessary to provide the support services available to MPD employees and comport with mental health professional standards.

255. The needs assessment for the Employee Support Plan should analyze, at a minimum:
- a. Service levels for the City's Employee Assistance Program to provide counselling services to employees in need;
  - b. The current workload of the licensed mental health professionals and drug and alcohol counselors providing services to City employees;
  - c. How long it takes MPD employees requesting counseling services to be seen by a licensed mental health professional or drug and alcohol counselor;
  - d. The professional specialties of licensed mental health professionals providing services to City employees;
  - e. The frequency and reasons for referrals of MPD employees to clinical service providers external to the City;
  - f. MPD employee feedback, through statistically valid surveys that assure anonymity to participants, regarding the scope and nature of the support services needs of MPD employees, the quality and availability of services and programs currently provided through the Employee Assistance Program, and the quality of clinical service providers external to the City;
  - g. Similar mental health services offered in similarly sized police departments, including the ratio of licensed mental health professionals to MPD employees and the number of counseling hours provided per counselor per week;
  - h. Guidance available from law enforcement professional associations;
  - i. The frequency and adequacy of MPD's and the City's communications to MPD employees regarding the support services available to them;

- j. The frequency, quality, and demand for in-service trainings related to stress management, officer wellness, and related topics; and
- k. The quality of Academy training related to stress management, officer wellness, and related topics.

256. Within 60 calendar days of the completion of the needs assessment, the City and MPD will develop a plan, including a timeline for implementation, to prioritize and address the needs identified through the needs assessment. The City and MPD will implement the Employee Support Plan and be informed by the needs assessment no later than September 1, 2024.

## **B. Specific Resources for Employee Support Plan**

257. **Specialized Support.** The City will provide access to licensed mental health professionals with specialized training in one or more of each of the following subjects: posttraumatic stress disorder, domestic violence, alcohol and substance abuse, anger management, depression, and anxiety.
258. The City will adjust service levels of licensed mental health professionals consistent with the results of the needs assessment and Employee Support Plan.
259. In order to provide support services that are culturally appropriate, sensitive to differing circumstances, and attentive to the issues facing all MPD employees, including, but not limited to, women, people of color, religious minorities, and LGBTQ individuals, the City will:
- a. Provide access to licensed mental health professionals and counselors who are trained and equipped to provide services in a manner respectful of these diverse experiences and perspectives;
  - b. Provide an opportunity for employees receiving services to offer feedback regarding whether such services are culturally appropriate and adapted to diverse experiences and perspectives; and
  - c. Take reasonable action to improve or change the services offered to the extent necessary based on feedback received.

260. The City will continue to offer MPD employees and their dependents counseling services including, but not limited to, licensed therapists, specialists, outside agencies, or hospitals, when an employee or dependent requires such support or resources.
261. The City will provide MPD employees access to:
- a. Non-emergency, generalized counseling sessions with licensed mental health professionals within two weeks of an employee's request; and
  - b. Generalized emergency counseling by licensed mental health professionals within 24 hours of an employee's request.
262. **Confidential Mental Health Support.** The City will continue to require that any mental health counseling services provided to employees remain confidential in accordance with Minnesota law, federal law, and current MPD policy.
263. **Fitness for Duty Examination Separate.** MPD will prohibit licensed mental health professionals providing services to MPD employees from participating in fitness for duty evaluations, which will be conducted exclusively by the City's contract psychologist.
264. **Retaliation for Seeking Care Prohibited.** MPD will prohibit retaliation against employees because they seek any support services or resources.

### C. Communicating the Employee Support Plan

265. As a component of the Employee Support Plan, the City and MPD will develop and implement a communications strategy. The objectives of this communications strategy will be:
- a. To inform employees of the support services available to them;
  - b. To address stigmas, misinformation, or other potential barriers to employees using these services; and
  - c. To emphasize that supporting employee wellness is an integral part of the City's public safety operations.
266. As part of this communications strategy, the City will, at a minimum:
- a. Make information about the support services available, on a continuing basis, to employees on its internal websites;

- b. Post information, including pamphlets and posters, in each MPD facility in areas frequented by employees;
- c. Provide wallet-sized cards or a similarly accessible format to every MPD employee with contact information for the support services available;
- d. Attend roll call on a quarterly basis to inform and remind employees about the support services offered, including providing handouts or a similarly accessible format with contact information;
- e. Inform and remind employees about the support services offered, including providing handouts or a similarly accessible format with contact information, at the annual use of force training required by this Agreement, during Academy training of new recruits, and at in-service trainings relating to stress management and officer wellness;
- f. Provide training to supervisory personnel regarding available employee support services and strategies for communicating with employees about these services in a manner that minimizes any perceived stigma; and
- g. Seek to identify and correct misperceptions among officers about receiving counseling services.

#### **D. Annual Re-Assessment of Employee Support Services**

267. The City will require that at least annually, the Health and Wellness Manager will provide a written report to the Chief, the Mayor, and City Council, through their chain of command, that includes, to the extent legally permissible, anonymized data regarding support services provided to MPD employees, how long it takes employees requesting counseling services to receive them, and other metrics related to the quality and availability of these services. This report will not contain any identifiable information and will also contain resource, training, and policy recommendations necessary to provide the support services available to MPD employees to reasonably address their identified needs and comply with the Employee Support Plan.

#### **IV. Early Intervention System**

268. MPD will acquire and maintain an Early Intervention System that meets industry standard to collect and provide information to supervisors that enables them to proactively identify at-risk

behavior by officers under their command, and to provide individualized interventions and support to address the at-risk behavior. MPD must provide supervisors with an automated electronic system that provides this information and equips supervisors to perform these duties. The Early Intervention System should identify for supervisors, any officers who may need assistance or guidance to support their careers. Providing support for officers in need of assistance improves officers' overall wellbeing and success and also proactively addresses any indication of potential discriminatory policing. The system is not punitive or disciplinary in nature, rather, it is meant to identify officers who may need assistance or guidance and the system is entirely separate from the City's and MPD's accountability systems for officers and other employees.

269. The automated electronic Early Intervention System must be:

- a. Data-driven and developed with statistical methods and analytic techniques;
- b. Configurable to incorporate the criteria identified in this Agreement and to sufficiently meet the needs of MPD;
- c. Adaptive as new information becomes available;
- d. Capable of being audited and evaluated to improve accuracy; and
- e. Able to generate sufficient data that enables assessment of the effects, if any, of support provided and interventions undertaken.

270. The automated electronic Early Intervention System must perform these primary functions:

- a. Use statistical methods to identify officers who are at elevated risk of engaging in conduct leading to at-risk behavior;
- b. Identify and facilitate support and interventions that prevent or reduce the occurrence of the identified at-risk behavior;
- c. Provide supervisors with a dashboard of relevant information representing data in a visually comprehensive and understandable manner about officers under their direct command to facilitate appropriate supervisory intervention and support; and
- d. Perform peer group analysis with comparative data to account for differences in job assignments, and to identify group- and unit-level patterns of activity.

271. In seeking to provide improved support and wellness to its officers, MPD will seek to identify which supports and interventions are most helpful to officers and develop support and training based on MPD feedback and evidence-based practices. The types of support services offered to officers may include, but not be limited to: counseling, training, coaching and mentoring, and additional supervision or monitoring.
272. MPD will continue to solicit input and feedback from officers during the selection, procurement, and configuration of the Early Intervention System.
273. MPD's Early Intervention System will rely on statistical methods and analytic techniques to prompt supervisors to intervene to provide necessary support to an officer who is at an elevated risk to be: subject to a sustained finding in a misconduct investigation; a defendant in a civil lawsuit resulting in an adverse judgment or settlement; a direct participant in an officer-involved shooting or death determined to be unjustified or out of policy by the Police Chief or a court of law; convicted of a crime; or experiencing suicidal ideation, chemical dependency, or other self-harm.
274. The automated electronic Early Intervention System must receive and process information from relevant source systems to associate, analyze, visualize, and report data for each MPD officer. The information received and processed for the analysis must include but is not limited to:
  - a. All reportable uses of force;
  - b. All arrests by MPD officers;
  - c. All injuries to and deaths of persons in MPD custody;
  - d. All injuries and deaths resulting from conduct by MPD personnel;
  - e. All vehicle pursuits and traffic collisions involving MPD equipment or personnel;
  - f. All misconduct complaints and investigations involving MPD officers, including the disposition of each allegation;
  - g. All civil or administrative claims initiated against the City or MPD, or MPD officers for job-related conduct;
  - h. All criminal proceedings initiated against an MPD officer, which MPD will require officers to report;

- i. Instances in which the City, City Attorney's Office, and/or MPD learns a court has made a negative credibility determination regarding an MPD officer;
- j. Instances in which the City, the City Attorney's Office, and/or MPD learns through the Hennepin County Attorney's Office that an affirmative finding was made during the course of a criminal proceeding that an MPD officer was untruthful, including any findings made at suppression hearings;
- k. All instances in which the City, the City Attorney's Office, and/or MPD learns through the Hennepin County Attorney's Office, the United States Attorney's Office for the District of Minnesota, or other prosecutorial authority that prosecution was declined based in whole or in part on concerns about an MPD officer's credibility;
- l. Judicial proceedings where an officer is the subject of a restraining or protective order, which MPD will require officers to report;
- m. All recommendations of merit provided to the Police Chief for police misconduct investigations;
- n. All findings of misconduct made by the Police Chief, identifying the specific policy violations;
- o. Disciplinary history for all MPD officers, identifying the specific policy violations related to each incident discipline;
- p. All non-disciplinary corrective action retained electronically;
- q. All violations of MPD's body-worn and in-car camera policies;
- r. All awards and commendations received by MPD officers;
- s. Officer sick leave usage;
- t. Missed court appearances;
- u. Training history including any missed trainings;
- v. Injuries sustained; and
- w. Rank, assignment, and transfer history.

275. With respect to officers' histories on the topics listed above, the automated electronic Early Intervention System must also receive and/or access and then process that historical information if the information is electronically stored by MPD or the City. The City and MPD are not required to input the non-electronic historical files with respect to officers' history on the topics listed above, but the City and MPD may choose to do so.
276. MPD will collect and maintain all information reasonably necessary to identify patterns of behavior that are indicative of a future instance of at-risk behavior. The automated electronic system must employ specific criteria to identify officers who will be subject to an intervention or targeted support. The criteria may be based on a single indicator, such as the number of misconduct complaints against an officer, a combination of multiple indicators, or an algorithmic scoring model. MPD will adjust the criteria as necessary based on data and experience to enable interventions and support to be optimally targeted.
277. The City and MPD will require that all information is entered and loaded into the source systems that support the automated electronic system in a timely, accurate, and complete manner. All information captured within the automated electronic system will be accessible in an organized manner that facilitates identification of at-risk officer conduct.
278. MPD will require unit commanding officers to review the automated electronic system data regarding all officers who are transferred to their command within 14 calendar days of the transfer. MPD will require supervisors to conduct monthly reviews of the automated electronic system data regarding officers under their direct command. The purpose of these reviews will be for supervisors to identify and address patterns of behavior by officers under their direct command that are indicative of a future instance of at-risk behavior. In addition, MPD will also require supervisors to review the automated electronic system data together with officers under their direct command on at least an annual basis so that officers in need of additional support are offered that support and/or may request it.
279. The automated electronic system will employ push notifications with triggers set appropriately to notify supervisors that they need to review a pattern of conduct. When a notification about an officer occurs in the system, it may be explainable by non-risk factor events or it may mean that at risk-behavior exists and intervention is appropriate. MPD will provide appropriate interventions and offer support in a timely manner, and will require that any intervention or offer of support is recorded in the appropriate electronic system and the automated Early Intervention System will receive and/or access that information and process it.



280. MPD will require command staff to regularly use the automated electronic system analysis to effectively manage officers and supervisors across all ranks, watches, beats, and precincts.
281. MPD will provide training to all officers, supervisors, and command staff regarding the automated electronic system so that officers, supervisors, and command staff have proper understanding and use of the system.
282. MPD will train all supervisors to use the automated electronic system as designed, to interpret the outputs, to perform appropriate interventions and support, to address underlying stressors to promote officer well-being, and to improve the performance of officers under their direct command.
283. The City and MPD will conduct annual assessments of the automated electronic system. The assessments will:
  - a. Assess the overall effectiveness of the automated electronic system and the support and interventions prompted by the system;
  - b. Assess whether and to what extent supervisors are completing monthly reviews of the automated electronic system information regarding officers under their direct command;
  - c. Assess whether and to what extent MPD is providing interventions and offering support in a timely manner;
  - d. Assess whether the interventions and support provided are appropriate and effective; and
  - e. Identify any recommended changes to improve the effectiveness of the automated electronic system.
284. Interventions and support will be designed to assist officers in avoiding and correcting at-risk behavior. All interventions and support will be documented in the automated electronic system. MPD will review, evaluate, and document in the automated electronic system the progress and effectiveness of the intervention or support strategy for each officer.
285. Prior to beginning the phased implementation of the Early Intervention System, MPD will develop and implement new or revised policies and procedures for using the Early Intervention System. The policies and procedures will address data storage, data retrieval, data use, data

analysis, reporting, pattern identification, functionality of the Early Intervention System, supervisory use, intervention and support options and procedures, documentation and audits, access to the system, and confidentiality of personally identifiable information.

286. After the procurement and configuration of the Early Intervention System, MPD will implement the Early Intervention System through a phased rollout that incorporates pilot testing to identify and address any technical or design issues. MPD will begin phased implementation of the Early Intervention System within 18 months of the Effective Date, and will complete full implementation of the Early Intervention System by no later than 24 months after the Effective Date.
287. Prior to full implementation of the Early Intervention System, MPD will continue to use any existing tools and resources to identify patterns of conduct by officers that warrant support and intervention.
288. MPD obtained initial grant funding to implement a comprehensive Early Intervention System. Nonetheless, additional funding and resources are required to implement the provisions of this Agreement with respect to the Early Intervention System. The City will continue to obtain and provide adequate funding and resources for MPD to develop, implement, and maintain the Early Intervention System including ongoing hardware and support requirements and officer support services.

## **Part 9: Mental and Behavioral Health Crisis Support in the Field**

---

289. To better address the needs of individuals experiencing mental or behavioral health crisis and to reduce the workload for individual officers, within one year of the Effective date, the City will fund and adequately resource a Behavior Health Crisis Response Team to be responsive across the City 24 hours a day, seven days per week.
290. MPD will at least continue to limit the number of hours worked by officers to 16 hours per day and 74 hours per week. MPD will require that officers must notify their commander or Inspector if they work more than 64 hours per week. MPD will also require that officers may only work more than 74 hours per week with approval of the Police Chief or the Chief's designee at the level of Deputy Chief or above.

# Part 10: Accountability and Oversight

---

## I. Guiding Principles

291. This section sets forth the guiding principles to facilitate compliance with this Agreement.
292. MPD has the vital task of constitutional, non-discriminatory policing to protect the safety of individuals of Minneapolis. This is a difficult and complicated responsibility. Holding public servants accountable when they violate law or policy is essential to legitimacy and developing community confidence.
293. It is critical to have robust and well-functioning accountability and oversight systems in which MPD officers are held to the highest standards of integrity. A culture of accountability also promotes officer safety and morale, and improves the effectiveness of MPD operations. Procedural justice also plays an important role in enabling MPD officers to have confidence in the legitimacy of the system that holds them accountable.
294. In order to foster public trust, receive critically important community feedback, and promote confidence in MPD, the City and MPD will maintain an accessible process to all individuals who wish to file complaints about MPD officers allegedly violating MPD policy or the law.
295. Meaningful community involvement is imperative to MPD accountability and transparency. Nothing in this Agreement should be construed as limiting or impeding community participation in MPD's accountability system. The Parties recognize the importance of an ongoing role for community members related to the City's and MPD's accountability and oversight systems.
296. Independent community oversight and transparent review of policing practices is essential to increase public confidence and trust in policing systems, provide greater accountability, support effective policing towards stronger public safety for Minneapolis, and recognize the humanity, dignity, and civil rights of individuals. Constitutional, non-discriminatory policing results in greater public safety for Minneapolis.
297. It is essential for the City to have an effective and efficient system for reviewing police conduct.
298. The City and MPD recognize the need and value for independent review of police activities that is fair to officers and complainants.

299. The City and MPD recognize the importance to officers and complainants of fair, timely, and effective investigations of police misconduct complaints, whether from internal or external sources. The Parties also recognize the importance of investigative findings being supported by the appropriate standards of proof and documented in writing, and the importance of MPD officers who commit misconduct being held accountable pursuant to a disciplinary system that is fair, timely, consistent, and provides due process.

## **II. Policy Revisions**

300. The Parties acknowledge that the City has recently undertaken and continues to undertake important changes to its accountability and oversight systems. The provisions in this Agreement are intended to continue to build on these changes. The City's accountability and oversight policies and procedures must comply with all applicable laws and this Agreement, and promote trust between MPD, the City, and the communities they serve.

301. Within 120 calendar days of the Effective Date, MPD and the City will review, and to the extent necessary, revise or adopt policies and procedures regarding police misconduct investigations.

302. Within 120 calendar days of the Effective Date, MPD will review, and to the extent necessary, revise or adopt its policies and procedures establishing police misconduct investigative timelines, benchmarks, and goals by which the progress of police misconduct investigations will be measured.

303. MPD's accountability and oversight policies and procedures will be written with sufficient detail such that the policies provide officers with clear guidance about what conduct is permitted and prohibited, how to apply discretion, and how supervisors and others may effectively assess compliance with the policies and procedures. Holding MPD officers accountable neither requires the taking of disciplinary action nor does it limit the discretion of the City or MPD to take disciplinary action.

## **III. Making a Police Misconduct Complaint**

304. The City will continue to maintain a process for individuals to submit police misconduct complaints through an online form, by telephone, or in-person. After receiving an initial complaint from a complainant, the City will require staff to seek to obtain a signature on the complaint form from the complainant, if one is missing.

305. The City will maintain a website or online portal for MPD and City employees to report using their own names or anonymously report concerns related to alleged officer misconduct. The City will develop a policy on how and when MPD and City staff will be required to file reports if they have reviewed body worn camera footage and have concerns about whether the officer's conduct complies with MPD policy or law. Anonymous reports of alleged officer misconduct through this website do not relieve MPD officers of their duty to report specific conduct under MPD policy.
306. When an employee from MPD, the entity processing or investigating Human Resources complaints, or the Office of Police Conduct Review becomes aware of an individual who expresses an interest in filing a complaint regarding an officer's conduct, they will promptly provide the individual with information about how to file a complaint consistent with the City's and MPD's complaint process.
307. The City will require that all complaints of police misconduct are processed as follows:
- a. **Filed and assigned tracking number.** The City will require that MPD police misconduct complaints are documented and formally filed within three business days of receipt, and that a unique tracking number is assigned promptly.
  - b. **Receipt confirming complaint received.** The City will require that within seven business days of receipt of a police misconduct complaint or concern, the City investigating entity will notify, in writing, non-anonymous complainants that it has received the complaint or concern. The written notification will include the tracking number or barcode originally assigned to the complaint that the complainant may use to track the status of their complaint online from the intake process through final disposition, to the extent permissible under law. The letter will also include contact information for the investigator if one has been assigned within seven days. The notice will not contain any language that could reasonably be construed as discouraging participating in the investigation. This does not prevent the City investigating entity from requiring a complainant to agree that what they share is truthful and accurate to the best of their ability or from providing a reasonable amount of time to contact the investigator and complete an interview.
308. **Attempt to obtain signature on complaint.** The City and MPD will require that for unsigned external complaints, within 30 calendar days of receiving a complaint, investigative staff will

make reasonable attempts to secure a signed complaint. The City will consider complaints signed if they are submitted through email or an online portal and include a complainant name. Consistent with state and federal law, such attempts will continue to reasonably accommodate the complainant's disability status, language proficiency, and incarceration status.

- a. If investigative staff are unable to obtain a signed complaint despite having made reasonable attempts to do so, investigators will assess whether the evidence collected in the investigation, such as review of body worn camera footage, is sufficient to continue the investigation; and
- b. If preliminary investigation reveals objective verifiable evidence suggesting it is necessary and appropriate for the investigation to continue, the City and MPD will develop and implement a policy requiring the Commander of Internal Affairs or the Director of the Office of Police Conduct Review to sign an official complaint document where necessary to accept and investigate an anonymous or unsigned complaint.

#### **IV. Entities Conducting Police Misconduct Investigations**

309. **Internal Complaints.** MPD's Internal Affairs will process and investigate police misconduct complaints originating from MPD or City employees regarding allegations of violations of MPD policy, including anonymous allegations. If MPD develops an appropriately staffed and trained Force Investigation Team or similar body, those team members may investigate allegations involving the alleged misuse of force so long as the other responsibilities of this body do not conflict with the Internal Affairs function. All of the requirements that apply to MPD's Internal Affairs and police misconduct investigators apply to an appropriately staffed and trained Force Investigation Team or similar body if MPD creates one and uses such a team to investigate allegations of police misconduct. Other than potential violations of City policy described in Paragraph 311, if the complaint involves potential violations of non-MPD City policies, then Internal Affairs and the City's entity receiving or investigating Human Resources complaints will together determine which of those entities will investigate the potential violations of the other non-MPD City policies.
310. **External Complaints.** The Office of Police Conduct Review will process and investigate police misconduct complaints filed by or received from members of the public regarding allegations of violations of MPD policy, including anonymous allegations. Other than potential violations of

City policy described in Paragraph 311, if the complaint involves potential violations of non-MPD City policies, then the Office of Police Conduct Review and the City's entity receiving or investigating Human Resources complaints will together determine which of those entities will investigate the potential violations of the other non-MPD City policies.

311. **Human Resources Complaints.** The City's entity receiving or investigating Human Resources complaints will process and investigate complaints that an MPD employee violated City anti-discrimination, harassment, and/or retaliation policy or policies, not including MPD policies.
312. The City will eliminate the joint supervisor structure between MPD's Internal Affairs and the Office of Police Conduct Review so that each exercise decision-making authority independent of each other over whether to dismiss or investigate any police misconduct complaint within its respective jurisdiction and the scope of any such investigation.
313. The City's entity receiving or investigating Human Resources complaints will also exercise decision-making authority independent of MPD's Internal Affairs and the Office of Police Conduct Review over whether to dismiss or investigate any complaint within its jurisdiction and the scope of any such investigation.
314. Nothing in this Agreement prohibits the Office of Police Conduct Review, MPD's Internal Affairs, and the City's entity receiving or investigating Human Resources complaints (collectively, "police misconduct investigating entity") from sharing knowledge with each other about the receipt of police misconduct complaints or about the fact that a police misconduct investigation is occurring. Nothing in this Agreement prohibits the police misconduct investigating entity from reporting anything learned in the investigation to the appropriate entity or official, as permitted under law.
315. Except for a critical incident, if both an internal complaint and an external complaint are received regarding the same incident, the entity that received the first complaint will investigate the incident and the scope of the investigation will include all allegations alleged in any subsequent complaints about the incident.

## **V. Police Misconduct Investigation Process**

316. The City and MPD will require that police misconduct complaints are courteously received and properly classified. The City and MPD will require that investigations of allegations of police

misconduct are timely, accurate, and thorough. The City and MPD will also require that allegations of police misconduct are investigated efficiently and may include an expedited process where appropriate.

317. **Complaint review.** The City will require that within 30 calendar days of receipt of a complaint the supervisory staff of MPD's Internal Affairs, the Office of Police Conduct Review, and/or the City entity investigating Human Resources complaints to assess and review the complaint to determine whether the complainant has alleged conduct that implicates a potential City and/or MPD policy violation; and to:

- a. Initially refer the complaint to mediation or investigation, as appropriate;
- b. Refer the complaint to mandatory mediation upon preliminary review of the complaint or at any other time in the course of investigation when deemed to be appropriate;
- c. Dismiss with no further action required if: (i) on its face, the complaint fails to indicate a potential policy violation; or (ii) if the complaint is contradicted by irrefutable evidence, that evidence is described in detail in the complaint file, and the investigator's supervisor has reviewed the evidence and confirmed that the evidence is irrefutable;
- d. In lieu of investigation, send the complaint to the MPD officer's commander for review and potential non-disciplinary corrective action for conduct if: (i) it is unrelated to MPD's policies regarding non-discriminatory and impartial policing, use of force, stops, searches, citations, arrests, and/or an officer's duty to intervene or report excessive force; (ii) it is an isolated incident; and (iii) it had or may have a negligible impact on community trust of MPD and/or MPD's operations, such as violations concerning improper attire/appearance, loss or damage of equipment (not including firearms, less-lethal weapons, radios, or automobiles), failure to properly inspect vehicles, or an officer's first failure to appear in court; and
- e. Use the expedited disposition process for allegations of police misconduct where an MPD officer agrees that they have violated MPD policy.

318. **Identification and review of all necessary evidence.** Investigations of alleged police misconduct will take all reasonable steps to discover the relevant facts related to the complaint through the identification, retention, review, and analysis of all necessary available evidence, which may include, but is not limited to: time-sensitive evidence, audio and video evidence, physical



evidence, arrest reports, photographic evidence, GPS records, computer data, and witness interviews. All reasonable steps will be taken to preserve relevant evidence identified during preliminary investigation.

319. The City will require that complaints about any MPD officer are accepted, documented and, if appropriate, investigated, even if the complainant could not identify the MPD officer's name or badge number.
320. **Multiple policy violations implicated.** When an allegation of police misconduct implicates multiple separate potential policy violations, the City and MPD will require that investigators identify and investigate all appropriate non-duplicative violations unless mediation, expedited disposition, or non-disciplinary corrective action is appropriate based on complaint review as provided by Paragraph 317 above.
321. **Investigations completed within 180 calendar days.** For police misconduct complaints that are not subject to dismissal, mediation, expedited disposition, or non-disciplinary corrective action, the City and MPD will require investigators to complete their investigation and provide the Investigative Summary Report within 180 calendar days of the complaint being filed. This deadline may only be extended with: (a) the written approval of the Deputy Chief of the bureau containing Internal Affairs for complaints investigated by MPD's Internal Affairs; (b) the written approval of the Director of the Office of Police Conduct Review for complaints investigated by the Office of Police Conduct Review; or (c) the written approval of the department head of the entity receiving or investigating Human Resources complaints. The City and MPD will require that any request for an extension of the deadline for the investigation to be completed or for the investigation to be paused must include a short explanation of the reason(s) for granting or denying the extension or pause in the investigation. The City and MPD will require that the investigative file include the grant or denial of the extension and the basis of the decision.
322. **Effectively, efficiently, and proactively investigate police misconduct complaints.** In the course of conducting thorough and complete police misconduct investigations, the City and MPD will require that investigators in all cases complete the following, unless dismissal, mediation, expedited disposition, or non-disciplinary corrective action is appropriate:
  - a. Plan investigations for each alleged case of police misconduct so that investigators proactively move forward with their cases effectively and efficiently based on the facts of each case;

- b. Take all reasonable steps to promptly identify, collect, and consider direct and circumstantial evidence necessary to determine the relevant facts, which may include but are not limited to officer-recorded audio or video taken with body worn cameras or other recording devices, including relevant evidence gathered in parallel criminal investigations or criminal or civil litigation to the extent not covered by attorney client, work product, or other privileges; and not disregard a witness's statement solely because the witness has some connection to either the complainant or the MPD officer or because the witness or complainant has a criminal history;
- c. Take all reasonable steps to locate and interview all relevant witnesses, including non-MPD officer witnesses, and attempt to interview any complainant or witness in-person at a time and place that is convenient and accessible for the complainant or witness, when feasible;
- d. Determine whether there are any other open alleged police misconduct investigations involving the same officer in the same incident, and monitor or amend the complaint(s) or combine the investigations, as appropriate;
- e. Record interviews and document requests to reschedule;
- f. Take all reasonable steps to identify the subject MPD officer and witness MPD officer(s) if the complainant was unable to do so, or if additional subject and witness MPD officers are identified in the course of conducting the investigation;
- g. Identify training previously provided to the subject MPD officer relevant to the alleged misconduct;
- h. Identify inconsistencies, including descriptions of the evidence reviewed, where material inconsistencies exist between the complainant, MPD officer(s), and witness statements; and
- i. Identify relevant policies implicated by the alleged conduct in the underlying incident, including any potential policies implicated that were not identified when the complaint was initially filed. Investigators will take all reasonable steps so that all alleged conduct that potentially violates policy is fully and fairly documented and will take all reasonable steps so that all alleged conduct that potentially violates policies is fully and fairly

investigated, except for allegations for which mediation, expedited disposition, or non-disciplinary corrective action is appropriate.

323. The City and MPD will require that investigators of alleged police misconduct complaints encourage witnesses to provide a full account of what occurred; ask open-ended questions as appropriate; remain neutral throughout the investigation; and not close an investigation solely because of findings in related criminal proceedings or solely because the complainant seeks to withdraw the complaint or is unavailable, unwilling, or unable to cooperate with an investigation. If the complainant is unable or unwilling to provide information beyond the initial complaint, the investigation will continue if justified based on the available evidence in accordance with applicable policy, applicable law, and any applicable collective bargaining agreements.
324. The City and MPD will require that thorough and complete police misconduct investigative files are maintained whenever a police misconduct investigation occurs. Consistent with state law, these investigative files will include at a minimum:
  - a. An explicit identification of each allegation and documentation of all relevant evidence that was gathered, including names, phone numbers, and addresses of witnesses to the alleged misconduct. In situations in which there are no known witnesses, the file will specifically state this fact. In situations in which witnesses were present but circumstances prevented the investigator from collecting information from those witnesses, the investigative file will state the reasons why. The investigative file also will include all available identifying information for anyone who refuses to provide a statement;
  - b. Documentation of each interview conducted or the recording of those interviews, if available;
  - c. The names of all MPD officers who were identified as witnesses to the alleged misconduct;
  - d. All MPD officer original written statements, as well as any amendments or clarifications to the original statement, and any subsequent written statements; and
  - e. Any facts or circumstances developed in the investigation that are relevant to the subject's, the complainant's, or any witness's credibility.

325. If at any time during the intake or investigation of a police misconduct complaint, an allegation is made indicating potential criminal conduct by an MPD officer or an investigator finds evidence indicating potential criminal conduct by any MPD officer, the City and MPD will require that the investigator inform the director or head of their department, who will review the evidence, determine if it is appropriate to forward the evidence to the appropriate law enforcement entity, and document their decision about whether to inform a law enforcement entity and the basis for their decision.
326. The City and MPD will require investigators of police misconduct complaints to ask interviewees what, if any, documents, audio, or video footage, media coverage of the incident if relevant, or other evidence they have reviewed in preparation for the interview, and if so, the date, time, and place the information was reviewed; ask whom they have spoken to about the investigation and if they have done so, the date, time, place, and content of such communication, subject to any privilege recognized under Minnesota or federal law. The City and MPD will require investigators to document the result of these inquiries and include a summary of the inquiries in the Investigative Summary Report.

## **VI. Police Misconduct Investigation Review Panel and Next Steps**

327. **Investigative Summary Report.** The City and MPD will require that when investigators have completed an investigation of alleged police misconduct, investigators will promptly finalize a summary report (“Investigative Summary Report”). The Investigative Summary Report will include the elements of the investigative file outlined in Paragraph 324.
328. **Supervisory Review of Investigative Summary Report and Review Panel.** The City and MPD will require that any supervisory review and approval of investigative files and Investigative Summary Reports is complete within fifteen calendar days of an investigator completing their investigation and the Investigative Summary Report, unless additional investigation is needed as set forth below in Paragraph 335. Upon supervisor approval of the Investigative Summary Report for police misconduct investigations conducted by MPD and/or the Office of Police Conduct Review, the investigative file (with any irrelevant information about non-complaining City employees’ protected class status or protected activity redacted, and with all irrelevant information about City employees’ medical information redacted) including the Investigative Summary Report will be forwarded to a Review Panel for the purpose of deliberating and making recommendations regarding the merits of the complaint. A Review Panel shall convene

when scheduled by the City's Department of Civil Rights as soon as possible, but in no case more than 30 days from approval of the Investigative Summary Report.

329. Within seven calendar days of receipt of the Review Panel recommendation, the Director of the Office of Police Conduct Review or MPD's Deputy Chief of the bureau containing Internal Affairs, as applicable, will review and provide to the Police Chief the Review Panel's recommendations, the investigative file (with any irrelevant information about non-complaining City employees' protected class status or protected activity redacted, and with all irrelevant information about City employees' medical information redacted), and the Investigative Summary Report.
  
330. Within 15 calendar days of receipt of the Review Panel recommendation or of receipt of the Investigative Summary Report and investigative file from the entity investigating Human Resources complaints, the Police Chief or their designee may return the investigatory file for additional investigation. If the Police Chief or their designee does not return the investigatory file for additional investigation, then within 30 calendar days of receiving the investigative file and Investigative Summary Report, the Police Chief will issue a determination finding, based on the preponderance of the evidence, for each investigated allegation and impose any related discipline for each investigated allegation, unless the time period is tolled under law. The deadline also may be tolled during the time that the employee is on leave as authorized under City ordinance. Once the deadline is no longer tolled, the Police Chief, must make their determination and disciplinary decision within 30 calendar days from the date that the tolling expires.
  - a. Where the Police Chief determines the alleged conduct violates MPD or City policy, the Police Chief will determine that the allegation is "Sustained" and that the officer violated MPD or City policy;
  - b. Where the Police Chief determines there is insufficient evidence to prove that the alleged conduct occurred, the Police Chief will determine that the allegation is "Not Sustained;"
  - c. Where the Police Chief determines the alleged conduct is false or not factual, the Police Chief will determine that the allegation is "Unfounded" and that the officer did not violate MPD or City policy;

- d. Where the Police Chief determines the alleged conduct occurred but is not in violation of policy, the Police Chief will determine that the officer is “Exonerated” of the allegation; and
  - e. The Police Chief will identify a “Policy Failure,” where the Police Chief determines that an officer is “Exonerated” of an allegation, but the Police Chief would also like to examine the policy for a potential revision.
331. The City and MPD will clearly identify the appropriate standards of proof for police misconduct findings in policies, trainings, and procedures for police misconduct findings.
332. Where an allegation of police misconduct contains multiple separate potential policy violations, even if the most serious allegations are “Not Sustained,” the City will continue the practice that such a determination will not preclude the imposition of discipline, training, or other non-disciplinary corrective measures for Sustained findings of less serious misconduct stemming from the same set of allegations.
333. All disciplinary decisions, and discipline imposed will be documented in writing, maintained in the administrative investigative file, the Early Intervention System, and the MPD officer’s disciplinary history consistent with any collective bargaining agreements, and they will be reported within the case management system consistent with MPD policy.

## **VII. Supervisory Review of Police Misconduct Investigations**

334. The City and MPD will require that supervisors regularly communicate with the investigators under their supervision to evaluate the progress of police misconduct investigations.
335. The City and MPD will require supervisors of investigators of police misconduct to review Investigative Summary Reports and key relevant evidence, which may include any audio or video footage, for accuracy, completeness, and compliance with City and MPD policy. The City and MPD will require supervisors to also review full investigative files, if necessary. The City and MPD will require supervisors to order additional investigation when it appears that additional relevant evidence may assist the investigation, for example in resolving inconsistencies or improving the reliability or credibility of the Investigative Summary Report. The City and MPD will require the supervisor to document in writing the need and basis for that additional investigation. In such a case, the supervisor must provide a date by which the additional

investigation will be complete, and the Investigative Summary Report will be submitted for review and approval.

336. Understanding that investigations are important not only to identify an individual officer's potential misconduct but also to identify failure or gaps in policy, trends, and/or needs for greater supervision or training, the City and MPD will continue investigating allegations involving level 3 uses of force, and will continue investigating other allegations if feasible, even if the officer under investigation leaves or separates. Because this investigation would be continued for the purposes of identifying failures or gaps in policy, trends, and/or needs for greater supervision or training generally, the Police Chief will not be required to issue sustained findings or impose discipline on the officer who separated from MPD.

## **VIII. Community Oversight Commission**

337. **Community Oversight Commission.** The City will maintain a community oversight commission to provide meaningful public participatory independent oversight of the MPD by, at a minimum, hosting regularly scheduled meetings with comments from the public; and collecting, reviewing, and analyzing summary data that is: (a) requested by the commission, (b) within the commission's jurisdiction, (c) does not include information subject to attorney client, work product, or other privileges, and (d) is consistent with the Minnesota Government Data Practices Act. If the City asserts that the request from the commission is unduly burdensome, it will meet with the commission to attempt to narrow the request, so the commission and City agree on the scope of the request.
338. The City will develop an outreach strategy for the community oversight commission to appoint a diverse group of community members that represent a cross-section of the Minneapolis community. The outreach strategy should include outreach to formerly incarcerated individuals, people with different abilities, LGBTQ individuals, Black, Indigenous, and other individuals of color, as well as community members from every ward of the City.
339. The City will require that the Office of Police Conduct Review provide sufficient staff support to provide the community oversight commission with meaningful participatory oversight.

## IX. Additional Requirements for Allegations of Police Misconduct

340. The City and MPD will accept, document, and investigate allegations that a City or MPD employee, who is responsible for processing or investigating police misconduct complaints, refused to accept, discouraged the filing of, or provided false or misleading information about filing a police misconduct complaint; and, where appropriate, the City and/or MPD may subject that employee to discipline.
341. The City will require that when employees of the Office of Police Conduct Review, or employees of the entity processing or investigating Human Resources complaints, become aware of civil lawsuits where an MPD officer is a defendant or aware of criminal proceedings where an MPD officer is a suspect or defendant, Internal Affairs will be promptly informed about those proceedings.
342. If in the course of a police misconduct investigation, the investigating entity becomes aware of a non-subject officer's potential misconduct that is separate and distinct from the incident the entity is investigating, the City and MPD will require that the investigating entity report that information to the Commander of Internal Affairs for review and investigation as appropriate.
343. **Potential Civil Rights Violations.** If a police misconduct complaint involves allegations of discrimination on the basis of a protected class, the City will require the City investigating entity to inform the complainant that they "may contact the Minneapolis Department of Civil Rights and the Minnesota Department of Human Rights which will determine if a charge of discrimination can be filed."
344. **Referral from Minneapolis Department of Civil Rights to the Office of Police Conduct Review.** All complainants who file charges with the Minneapolis Department of Civil Rights alleging that an MPD officer discriminated against them will be informed within 7 days of their charge being filed that they may also be able to file a complaint with the Office of Police Conduct Review or Internal Affairs.
345. To avoid the negative impact of actual or perceived bias on the legitimacy of investigations of police misconduct complaints, the City and MPD will require that:
  - a. Personnel will not be assigned to conduct any investigation if doing so would create an actual or perceived conflict of interest as defined by City or MPD policy or City ordinance, and if a conflict exists, a different investigator will be assigned to complete



the investigation in the same entity unless the entire investigative entity is conflicted out of conducting the investigation, and in that case, the investigative entities may refer cases to one another or to an independent, external investigator;

- b. An investigation may not be conducted by any supervisor or MPD officer who allegedly authorized, witnessed, or participated in the incident giving rise to the complaint. Unless otherwise required by law, no such person may participate in any phase of the complaint investigation or disciplinary process except that they may participate as a witness or subject MPD officer; and
- c. No MPD officer who has an external business relationship or close personal relationship, as defined in City or MPD policy or City ordinance, with a subject MPD officer or witness in an investigation will conduct or review the investigation. Unless otherwise required by law, no such person may participate in any phase of the complaint investigation or disciplinary process except that they may participate as a witness or subject MPD officer.

346. When an investigator notifies the subject MPD officer that they will be interviewed as part of an alleged police misconduct investigation, the City and MPD will require investigative staff to notify the MPD officer's supervisor and commander of the upcoming interview and ongoing investigation. So long as permitted by law, notice to the subject officer will include a provision prohibiting the officer from speaking to witnesses or complainants about the subject of the complaint.

347. **Discipline Matrix.** MPD's existing discipline matrix sets forth the parameters of discipline for various MPD policy violations. Within one calendar year of the Effective Date, and on an annual basis thereafter, MPD will review or refine the MPD discipline matrix as necessary so that it is consistent with the terms of this Agreement and MPD's policies and procedures.

348. Following an explicit discipline reset or notice to change prior disciplinary practices, MPD will impose discipline based on the nature of the misconduct in a fair and consistent fashion and will endeavor to do so in a timely manner. MPD will also require that mitigating and aggravating factors are identified, consistently applied, and documented.

349. **Prohibiting retaliation.** MPD will continue to expressly prohibit all forms of retaliation, intimidation, coercion, or adverse action directed at any person because they report misconduct or cooperate with a police misconduct investigation.

350. **Prohibiting interference with police misconduct investigations.** To the extent permitted by law, the City and MPD will prohibit interfering with a police misconduct investigation, including being untruthful in an investigation into misconduct or colluding with other individuals to undermine such an investigation. The City and MPD will require that such conduct may result in disciplinary action and/or may result in a referral to the relevant prosecuting entity for criminal prosecution based on the seriousness of the conduct, regardless of whether the underlying allegation of misconduct being investigated is ultimately sustained.
351. The Parties recognize the importance of keeping Internal Affairs and the defense of civil litigation separate. MPD will continue to maintain a process that requires Internal Affairs investigations to not be prejudiced by concerns regarding civil liability.
352. **Full cooperation required.** The City will require all City officials, departments, and employees to cooperate with lawful requests from personnel engaged in the investigation activities described in this section by providing full, free, and unrestricted access to the extent authorized by law to all requested information. The City will deem the failure by any official or employee to comply with lawful requests for information or access to be an act of misconduct that may be subject to discipline, unless there is a lawful basis to not comply with the request, such as that the information at issue is subject to the attorney-client or work product privileges, or other privileges or restrictions on access that are recognized under law.
353. The City and MPD will require prompt notification to the City Attorney’s Office, of information identifying any pending or sustained allegations of police misconduct. This requirement does not limit the ability of the City Attorney’s Office’s to make its own independent assessments regarding the information or allegations of police misconduct.
354. The City and MPD will prioritize hiring, training, and retaining police misconduct investigation staff with expertise in conducting quality investigations with training in trauma informed investigations, policing practices, and accountability.

## **Part 11: Data Systems, Analysis, and Transparency**

---

### **I. Guiding Principles**

355. This section sets forth the guiding principles to facilitate compliance with this Agreement.

356. Data-driven decision-making supports a culture of critical self-examination, accountability, and aligning values with actions.
357. MPD can promote and maintain non-discriminatory policing by using metrics and data to guide strategic decisions that align with its values and goals.
358. MPD will share data it collects to provide transparency to the public with respect to its policing practices and accountability systems, to the extent allowable by law.
359. Quantitative data analysis does not and cannot replace authentic, quality engagement. Qualitative data derived from authentic, quality engagement is critical to understand the needs of community members, officers, and supervisors.

## **II. Data Systems Plan**

360. MPD will use existing or new data systems to collect and analyze information, facilitate accountability and training, and support continuous quality improvement. Data systems will collect and store information in a format easily retrievable for intended users, as outlined by this Agreement. To achieve this objective, the City will provide the resources necessary to complete the objectives detailed below.
361. Within 120 calendar days of the Effective Date, the City will hire a qualified individual or organization to conduct an assessment of MPD's current information collection mechanisms and data management technology to identify:
  - a. What data MPD currently collects and what additional data is required to be collected to comply with this Agreement;
  - b. The manner of collection (e.g., electronic or paper);
  - c. The frequency with which each type of data is updated;
  - d. The quality control mechanisms in place, or the need for such mechanisms, so that data is accurately collected;
  - e. What software applications or data systems MPD currently has and the extent to which they are used or accessed by MPD officers;
  - f. Redundancies or inefficiencies among the applications and systems currently in use; and

- g. The extent to which the applications and systems currently in use interact with one another effectively.

362. Within 90 calendar days of completion of the assessment described in the preceding paragraph, MPD will develop a plan, including a timeline for implementation, to prioritize and address the needs identified to enhance MPD's information collection mechanisms and data management technology ("Data Systems Plan"). MPD will implement the Data Systems Plan in accordance with the specified timeline for implementation.

363. The Data Systems Plan shall address how MPD can best and most cost-effectively create a centralized data and records management system (which may consist of several different data record systems that can be linked or interconnected in a user-friendly manner for data recording and analysis purposes) that is:

- a. Capable of storing, in an easily searchable manner, all data required by this Agreement;
- b. Capable of using unique numbers or other identifiers to track all officer activities and supervisory reviews that are required by this Agreement. The system shall be capable of using a single unique identifier to identify and link all documents and police enforcement activities related to a pedestrian or vehicle stop, any search or arrest connected to that stop, whether the incident was a CIC incident, any use of force connected to the stop, search, or arrest, and all reviews, investigations, and complaints arising from police enforcement activity such as a stop, search, arrest, or use of force;
- c. Capable of recording the actual or perceived race and/or ethnicity and role of individuals involved in traffic stops, such as whether they are a driver, passenger, or pedestrian;
- d. Capable of identifying whether a search is discretionary or not – for example, if a search is incident to arrest, then it is not discretionary;
- e. Capable of allowing an officer to record the detailed basis for a stop in a short narrative format in one of the data fields, and allowing officers to record the basis for a search;
- f. Capable of allowing officers to input information and data that is required to be tracked by MPD policy in a single program or allows for easy cross-access and cross-communication between systems; and

- g. Capable of representing data in a visually meaningful way; utilizing charts, graphs, and maps as appropriate to see and understand trends, outliers, and patterns in the data.

364. On an annual basis, to improve the accuracy, reliability, and efficiency of its data collection, MPD will review and, as necessary, revise departmental forms and data systems relating to: use of force, stops, searches, arrests, citations, interactions with individuals in crisis, and the disciplinary process.

### **III. Case Management System for Police Misconduct Investigations**

365. Within one calendar year from Effective Date, the City and MPD will have a centralized case management system for its police misconduct investigations that has the following capacities:

- a. Capable of storing, in an easily searchable manner, all data required by the Accountability and Oversight Section of the Agreement in programs that allow for easy cross-access and cross-communication between systems and access for the City Attorney's Office;
- b. Capable of maintaining a wall between investigations completed by independent entities such as Internal Affairs and the Office of Police Conduct Review;
- c. Maintaining accurate and reliable data regarding the number, nature (general narrative of allegations), specific alleged policy violations, and status of all complaints and administrative notifications, from the intake process to final disposition, including any imposed disciplinary decision, grievance process, arbitration, or appeal relating to the final disciplinary decision, if any, and whether any discipline imposed was ultimately reduced or reversed;
- d. Identifying the status of investigations;
- e. Identifying caseloads for investigators; and
- f. Maintaining all documents and investigative materials—including audio and video—in a digital format, accessible through the case management system.

366. Internal Affairs and Office of Police Conduct Review investigative files will be electronically preserved within the case management system and in accordance with the City's record retention policies.

367. For each complaint, the case management system will separately track, and have capacity to conduct searches and generate reports sufficient to identify and analyze trends relating to, at a minimum, the following:
- a. Allegations of discriminatory policing based on an individual's membership or perceived membership in an identifiable group, based upon, but not limited to: race and/or ethnicity, color, national origin, ancestry, immigration status, sex, gender identity or expression, age, religion, sexual orientation, marital status, familial status, disability, status with regard to public assistance, and any other protected class status under Minnesota, federal, or City laws;
  - b. Allegations of unlawful stop, search, citation, or arrest practices;
  - c. Allegations of excessive force;
  - d. Allegations of misconduct arising during an interaction with individuals in crisis;
  - e. Allegations of retaliation;
  - f. Allegations of conduct alleged to have occurred in retaliation for engaging in lawful demonstrations or protests, observing or filming police activity, or criticizing an officer or the officer's conduct; and
  - g. Allegations of officer-involved violence directed against a person because of that person's gender, domestic violence, or sexual misconduct.

## **IV. MPD Review Panel**

### **A. MPD Review Panel Description**

368. The purpose of the MPD Review Panel is not discipline, but is instead for MPD to critically review, analyze, and assess its enforcement practices to:
- a. Evaluate if actions by MPD officers during the incident were tactically sound and whether the actions reflect a need for change or clarification to MPD policy and/or training;

- b. If applicable, identify specific modifications to existing policy, training, tactics, or equipment to address patterns of discrimination and bias;
  - c. Assess whether enforcement activities, including uses of force, stops, searches, citations, and arrests, are being used in a non-discriminatory manner and to identify patterns that might be indicators of bias; and
  - d. If applicable, identify if there are additional resources or capacity from outside of MPD that could assist with enforcement; such as regulatory services notifying vehicle owners that their headlight is out.
369. MPD will establish an MPD Review Panel within 180 calendar days of the Effective Date to: effectively analyze and assess MPD's enforcement practices and related reporting and review procedures; conduct trend analysis based on enforcement data; identify tactical, equipment, training, or policy concerns based on analysis of incidents and data; and develop recommendations regarding modifications to tactics, equipment, training, or policy as necessary to address identified practices or trends relating to enforcement practices.
370. The MPD Review Panel will be chaired by the Police Chief, or the Chief's designee at the level of Deputy Chief or above, or Chief of Staff, if they are sworn, and will include, at a minimum, the Deputy Chiefs of Patrol and Professional Standards, and MPD officers responsible for overseeing policy development, policy implementation, training, and misconduct investigations. Additional members of the MPD Review Panel will be named by the Police Chief. The Chief may determine that select members of the MPD Review Panel are required for review of different types of enforcement activity and related aggregate data.
371. MPD will require that the MPD Review Panel is staffed with MPD employees, whether sworn or civilian, with sufficient experience, rank, knowledge, and expertise to complete the list of tasks detailed, including individuals with background and experience with analyzing data so that the staff can compile and analyze information to present to the MPD Review Panel. The City will provide the MPD Review Panel with sufficient resources to perform the tasks outlined in this section.
372. The MPD Review Panel will meet to review the incidents identified below on a quarterly basis.

## B. Analysis of Use of Force, Stops, Searches, Arrests, and Citations

373. The MPD Review Panel will meet quarterly to review, assess documentation and information, and make recommendations as set forth above in Paragraphs 368 through 372. In the first two years of MPD Review Panel meetings:
- a. At each quarterly meeting, review and assess documentation and information collected regarding all **level 3 reportable use of force incidents** that occurred in the prior three months unless there is an open criminal investigation of an MPD officer, and those will be reviewed and assessed at the next quarterly meeting following completion of the investigation; and
  - b. In one quarterly meeting, review and assess documentation and information collected regarding a statistically representative sample of **levels 1 and 2 reportable use of force incidents**, that occurred in the prior year, to analyze whether:
    - i. MPD officers completely and thoroughly reported the reason for the initial stop, arrest, or other enforcement action, the type and amount of force used, the individual's actions or other circumstances necessitating the level of force used, and all efforts to de-escalate the situation;
    - ii. The precinct-level supervisory review, investigation, and policy compliance determinations regarding the incident were thorough, complete, objective, and consistent with MPD policy;
    - iii. Any tactical, equipment, supervision, training, or policy concerns are identified and, to the extent necessary, addressed; and
    - iv. Any patterns related to use of force incidents are identified and, to the extent necessary, addressed.
  - c. In separate quarterly meetings, review and assess documentation and information collected regarding a statistically representative sample for reviewing: **traffic stops** in the prior year; **pedestrian stops** in the prior year; **discretionary searches** in the prior year; **citations** in the prior year; and **arrests** in the prior year, to analyze whether:
    - i. MPD officers completely and thoroughly reported the reason for the initial stop, arrest, or other enforcement action, the type and amount of force used during a



- stop, the individual's actions or other circumstances necessitating the level of force used, and all efforts to de-escalate;
- ii. The precinct-level supervisory review, investigation, and policy compliance determinations regarding the incident were thorough, complete, objective, and consistent with MPD policy and procedure;
  - iii. The percentage and proportionality of enforcement related contacts, such as stops, detentions, searches, citations, and arrests completed for different racial groups where the recorded basis for the police enforcement activity is similar;
  - iv. The percentage of enforcement related contacts, such as stops and detentions that uncover evidence of criminal activity, including warnings, citations, and arrests, and the nature of the criminal activity uncovered, e.g., the rate at which stops result in evidence of felonies. MPD may also separately analyze the percentage of enforcement related contacts that lead to citations or arrests for traffic offenses or petty misdemeanors;
  - v. The percentage of weapons frisks that result in seizure of unlawful weapons;
  - vi. The percentage of searches that result in seizure of contraband, and the nature of the contraband seized;
  - vii. Any tactical, equipment, supervision, training, or policy concerns are identified and, to the extent necessary, addressed; and
  - viii. Any patterns related to stops are identified, including indicia of racial bias or discrimination, and, to the extent necessary, addressed.
- d. Following the quarterly meetings set forth above, the Parties will meet and confer regarding whether and how the MPD Review Panel should review the topics identified above going forward to meet the purpose of Paragraph 368. The Parties acknowledge and understand that examining the same types of data throughout the term of this Agreement may not be necessary to meet the purpose of the MPD Review Panel set forth in Paragraph 368 and instead a flexible approach to meaningful review should be employed.

- e. MPD will require that if during any quarterly meeting the MPD Review Panel identifies a violation of policy or a pattern of concerns regarding tactics, training, equipment, policy, or supervision, MPD will report to the MPD Review Panel at the next four quarterly meetings all steps taken to address the violations of policy or concerns.

### **C. MPD Review Panel Action Items**

374. Within 30 calendar days after its quarterly meeting, the MPD Review Panel will issue written action items regarding any need for additional training or modifications to policies, tactics, equipment, or Department practices. Upon review and approval by the Police Chief, or their designee, the MPD Review Panel will assign each approved action item to a specific MPD Commander or Inspector appropriate for implementation. MPD will promptly implement each approved action item. Action items developed by the MPD Review Panel will be implemented by MPD unless the Chief of Police provides a written explanation why the action item cannot or should not be implemented consistent with the law or this Agreement.

## **V. Transparency**

375. Transparency is vital to build community trust and provide public safety in a non-discriminatory manner.
376. Nothing in this Agreement requires the MPD and City to publish data that is inconsistent with their obligations under the Minnesota Government Data Practices Act.

### **A. Use of Force Data**

377. Beginning within 90 calendar days of the Effective Date, and on a monthly basis moving forward, MPD will publish in a conspicuous place on its publicly accessible webpage an analysis of aggregate and incident-level use of force data for the preceding month that includes at a minimum consistent with the capability of MPD's and the City's data systems (as they change pursuant to the terms of this Agreement):
- a. Identification where reportable uses of force occur through interactive maps depicting incident frequencies at a citywide, neighborhood, and precinct level, including the number of uses of force in the following categories:

- i. Less-lethal force used without a weapon including, but not limited to take downs, arm bars, strikes with hands, feet or other body parts;
  - ii. Baton or other hard object strikes;
  - iii. Tasers;
  - iv. Chemical irritants;
  - v. Handgun firing, excluding at an animal or for training purposes; and
  - vi. Carotid or choke holds;
- b. Aggregate demographic information about the race and/or ethnicity, age, and gender of persons subjected to reportable uses of force at the citywide, police precinct, ward, and neighborhood level through graphs, charts, and other data visualizations;
  - c. Identification of the frequency, in the aggregate and by type, of reportable uses of force at the citywide, police precinct, ward, and neighborhood level through graphs, charts, and other data visualizations;
  - d. Identification of the number and nature of injuries or complaints of injuries to the person against whom force was used and the number and nature of injuries to officers who used force;
  - e. Identification of the number of incidents where MPD officers displayed handguns through interactive maps depicting incident frequencies at a citywide, neighborhood, and precinct level;
  - f. Identification of the number of uses of force where MPD determines that the use of force was not in compliance with MPD policy; and
  - g. Identification of the number of times where MPD determines that an officer's failure to de-escalate or insufficient de-escalation was not in compliance with MPD policy.
378. MPD will publish a report with data based on the number of incidents identified in the previous year where (a) the use of force was not in compliance with MPD policy, and (b) where an officer's failure to de-escalate or insufficient de-escalation was not in compliance with MPD policy, from the previous calendar year, in a conspicuous place on its publicly accessible

webpage. The City will publish the first annual report within 120 days of the Effective Date. The City will publish annual reports thereafter within 90 calendar days after the end of the calendar year. The report(s) will include incidents in which:

- a. The Police Chief imposed disciplinary and/or non-disciplinary corrective action;
- b. The Police Chief did not impose disciplinary and/or non-disciplinary corrective action;
- c. There was final disciplinary action taken, as defined by the Minnesota Government Data Practices Act, and/or non-disciplinary corrective action taken; and
- d. The disciplinary action imposed by the Police Chief was reversed or decreased, specifying whether it was a complete reversal or the disciplinary action was decreased.

## **B. Stop, Search, Citation, and Arrest Data**

379. Beginning within 90 calendar days of the Effective Date, and on a monthly basis moving forward, MPD will publish in a conspicuous place on its publicly accessible webpage, consistent with the capability of MPD's and the City's data systems (as they change pursuant to the terms of this Agreement), an analysis of aggregate and incident-level stop, search, citation, and arrest data for the preceding month that includes at a minimum:

- a. Where stops, searches, citations, and arrests occur through interactive maps depicting incident frequencies at the citywide, police precinct, and neighborhood level, including the number of incidents in the following categories: vehicle stops, pedestrian stops, searches, citations, and arrests;
- b. Aggregate demographic information about the race and/or ethnicity, age, and gender of persons subjected to a stop, search, citation, or arrest at the citywide, police precinct, and neighborhood level through graphs, charts, and other data visualizations;
- c. The frequency, in the aggregate and by type, of stop, search, citation, or arrest at the citywide, police precinct, and neighborhood level through graphs, charts, and other data visualizations; and
- d. The number and nature of injuries or complaints of injuries to the person against whom force was used during a stop and the number and nature of injuries to officers who used force during a stop.

### **C. Non-Discriminatory and Impartial Policing Data**

380. Beginning within 90 calendar days of the Effective Date, and on a monthly basis moving forward, MPD will publish in a conspicuous place on its publicly accessible webpage an analysis of aggregate data for the preceding month that includes at a minimum consistent with the capability of MPD's and the City's data systems (as they change pursuant to the terms of this Agreement):
- a. The number of officers who MPD found to have violated the non-discriminatory and impartial policing policies;
  - b. The number of officers who received coaching for violations of the non-discriminatory and impartial policing policies;
  - c. The number of officers who received formal discipline for violations of the non-discriminatory and impartial policing policies; and
  - d. Aggregate demographic information about the race and/or ethnicity, age, and gender of persons subjected to treatment in violation of the non-discriminatory and impartial policing policies at the citywide, police precinct, ward, and neighborhood level through graphs, charts, and other data visualizations.

### **D. Timely Discipline Decision Data**

381. Within 90 calendar days of the Effective Date, to the extent permitted by law, discipline decisions and the related Police Chief's written discipline memoranda will be made promptly available to the public via the City's website through a searchable database by precinct where the violation occurred and the precinct or command to which the officer was assigned, the type of violation, and the officer's name. This paragraph applies to discipline decisions made from June 8, 2020, forward.

## **Part 12: Independent Evaluation and Implementation**

---

### **I. Objectives and Court Jurisdiction**

382. The Parties seek to implement the terms of this Agreement cooperatively, efficiently, transparently, and in a manner consistent with civil and human rights, public safety, and officer

safety. To the extent possible, the Parties commit to resolve any disputes related to implementing this Agreement through discussion and negotiation before seeking relief from the Court.

383. This Agreement will become effective upon approval and entry as an order of the Court. The Court retains jurisdiction to enforce this Agreement until the Agreement is terminated pursuant to the paragraphs below.

## **II. Parties' Efforts to Avoid Conflict Between this Agreement and a DOJ Agreement**

384. The Parties recognize that the United States Department of Justice ("DOJ") is also conducting an investigation to determine if the City has engaged in a pattern or practice of unlawful policing under federal law and the United States Constitution, and DOJ may also seek an agreement to remedy any findings. The Parties do not anticipate that this Agreement will conflict with any agreement between the City and DOJ, and the City will negotiate in good faith to avoid such conflicts to permit full implementation of both agreements. If DOJ reaches a court enforceable agreement with the City, the Parties will modify, if needed, any provisions of this Agreement where compliance with both agreements is not possible, so that there are no conflicting provisions between the court enforceable agreement with DOJ and this Agreement.
385. In event this Agreement needs to be modified pursuant to the paragraph above, the Parties will confer with the Independent Evaluator on potential modifications to this Agreement to resolve any conflicts between the two court enforceable agreements and will work in good faith to draft the necessary modification. To the extent the Parties cannot agree on the modification, the dispute resolution process outlined in this Agreement applies.

## **III. Independent Evaluator**

### **A. Selection and Role of the Independent Evaluator**

386. The selection of the Independent Evaluator will be made through a request for proposals ("RFP") process that lists criteria, agreed to by MDHR and the City, and consistent with any legal requirements for RFPs. The criteria for selection of the Independent Evaluator will include, at a minimum:

- a. A description of the methodology or approach that the responder proposes to evaluate compliance with the Agreement;
- b. A proposal to work collaboratively with the Parties to achieve compliance, resolve disputes, and provide technical assistance;
- c. A description of the role each team member will play in the evaluation of the Agreement, including the experience and qualifications of each team member, including prior experience evaluating similar agreements; and
- d. A proposed budget for the work to be performed under this Agreement, including a separately identified budget that will be used for (i) policy and training review and (ii) data evaluation.

387. The Independent Evaluator will consist of a lead Evaluator and a team of individuals who play a range of roles, including (a) fairly evaluating and reporting to the Parties and public on progress with the City and MPD's implementation of the Agreement, (b) facilitating problem solving and dispute resolution between the Parties, (c) providing technical assistance to the City and MPD, and (d) conducting meaningful engagement with the communities of Minneapolis.

388. The Independent Evaluator will not be an agent of either Party or the Court and will only have the duties, responsibilities, and authority conferred by this Agreement. The Independent Evaluator will not, and is not intended to, replace or assume the role or duties of the City, MPD, or MDHR, or any duties of any City, MPD, or MDHR employee. While the Independent Evaluator may make recommendations, provide technical assistance, and issue reports, the Independent Evaluator will not have the authority to order or require the City, MPD, or MDHR, or any employee to take or defer from taking any action.

389. The Independent Evaluator's primary duty is to fairly and efficiently evaluate compliance and move the City and MPD into compliance with the Agreement. Two years from the date of the appointment of the Independent Evaluator, the Parties will evaluate the Independent Evaluator's performance and determine whether to reappoint or replace the Independent Evaluator. If the Parties cannot agree to the re-appointment or replacement of the Independent Evaluator, the dispute resolution provisions set forth in Paragraph 434 apply.

390. The Independent Evaluator must:

- a. Have demonstrated expertise and experience relating to modern law enforcement practices and large-city policing;
- b. Understand that non-discriminatory, constitutional policing creates a stronger public safety system;
- c. Have demonstrated experience effectively working with diverse communities on issues of public safety;
- d. Have demonstrated expertise in transforming policing culture, policies, and accountability structures, in civil rights, and in data analysis;
- e. Have strong project management skills;
- f. Have expertise in monitoring and oversight, and preparation of reports or other written materials for diverse audiences on complex topics;
- g. Have a demonstrated ability to collaborate with government entities; and
- h. Act in accordance with standards of integrity, consistently demonstrate professionalism and respect in all interactions with community members, MPD officers, and all others with whom they interact.

391. The Parties will use the following process to select the Independent Evaluator:

- a. Within 14 calendar days of the Effective Date, the Parties will publish and distribute the RFP widely to seek proposals from diverse qualified applicants. At a minimum, the RFP will be published in a prominent location on the webpages of the City, MPD, and MDHR; and will be provided to professional associations including the National Association for Civilian Oversight in Law Enforcement, the Leadership Conference on Civil and Human Rights, and similar leadership organizations.
- b. The RFP will provide 30 calendar days from the date of publication for interested responders to submit proposals.
- c. The Parties will evaluate the responders, based upon the RFP submission and their references, and agree on a subset of the responders to interview. In selecting whom to interview, the Parties may request additional information from the candidates. The



Parties will determine whether these first-round interviews will be done in-person, virtually, or in a hybrid manner.

- d. Following the interviews, the Parties will agree upon three responders that are finalists for the Independent Evaluator role. If the Parties cannot agree on finalists, the City and MDHR may each name up to two responders (two for the City, and two for MDHR), to the finalist list. In selecting the finalists, the Parties may request additional information from the responders. After a list of finalists is established, the Parties may conduct a second interview, in-person at the Parties' discretion.
- e. The RFP will require individuals and entities that are selected as finalists to also make a presentation to the public that includes information about the members of their team, the team members' backgrounds, proposed methodologies for evaluating compliance and implementation, and their community engagement plan.
- f. The Parties will provide an opportunity for finalists to make the presentation referenced in sub-paragraph (e) above and to respond to questions and concerns from the community. As part of this process, the Parties will jointly conduct at least two public meetings at different locations in the City during which candidates may respond to questions submitted by members of the public. These meetings will be moderated by a skilled facilitator, who will be jointly selected by the Parties, without issuing an RFP to select the facilitator.
- g. In the interest of having the most effective team, in the selection of the Independent Evaluator team, the Parties may accept or reject specific team members or select additional or replacement members from another team or proposal, as permitted by law and if agreed to by the responders.
- h. After the finalists have been interviewed, have provided any additional information as requested, and have made their public presentations, the Parties will agree on an Independent Evaluator from the finalists.
- i. If the Parties cannot agree on an Independent Evaluator, the City and MDHR will each strike finalists, with the order of strikes determined by lot. The remaining finalist will be the Independent Evaluator.

- j. Within 120 calendar days of the Effective Date, the contract with the Independent Evaluator will be executed by the Independent Evaluator and the City.
392. The contract with the Independent Evaluator will provide that: (a) the Independent Evaluator may, at any time after its initial selection, request to be allowed to hire, employ, or contract with additional persons or entities that are reasonably necessary to perform the tasks assigned to the Independent Evaluator by this Agreement; (b) any fees or costs charged by this additional person or entity will count toward the annual budget cap; and (c) the Independent Evaluator will notify the City, MPD, and MDHR in writing if the Independent Evaluator wishes to select such additional persons or entities. The notice will identify and describe the qualifications of the person or entity to be hired or employed, and the tasks to be performed, and the costs associated with the proposed selection. The City and MDHR have 10 business days to disagree with any such proposal. If the City and MDHR are unable to reach agreement within 10 business days of receiving notice of the disagreement, the dispute will resolve subject to the dispute resolution process identified in this Agreement.
393. The Parties agree that if DOJ makes findings, enters into a court enforceable agreement with the City, and seeks a person or entity to independently evaluate compliance with that agreement, no more than a single person or entity may evaluate compliance with both agreements.
394. Since it could be counterproductive to lose the expertise of the Independent Evaluator for this Agreement who will have invested significant time and effort working with the Parties, MDHR and the City will:
- a. Before selecting an Independent Evaluator, share information about the responders with DOJ and request a meeting or meetings with DOJ to receive feedback on the selection; and
  - b. Before selecting an Independent Evaluator, take into account all feedback provided by DOJ.
395. It is in the Parties' best interest to have a monitor of both court enforceable agreements that is agreeable to the City, DOJ, and MDHR because the joint monitor will invest significant time and effort working with the City, DOJ, and MDHR. To achieve this outcome, the City and MDHR will meet and confer to consider feedback from MDHR before a person or entity is presented to the court to independently evaluate a court enforceable agreement with DOJ. The City and MDHR

will invite DOJ to participate in this meet and confer since all three entities will work with that single monitor.

396. The Parties further agree that if the person or entity selected to evaluate compliance with the court enforceable agreement between DOJ and the City is different from the Independent Evaluator selected by the Parties, the Independent Evaluator will be terminated and the person or entity selected to evaluate compliance with the court enforceable agreement between DOJ and the City will be the same entity that will evaluate compliance with this Agreement.
397. The Parties recognize that there may be multiple ways to implement the terms of this Agreement. The City and MPD may choose implementation strategies they deem appropriate so long as they are not in conflict with the terms of this Agreement. The Independent Evaluator may provide advice to the Parties regarding its views on the most effective strategy, but is not authorized to require implementation in a manner that requires more or different actions on the part of the City or MPD than are required by the terms of this Agreement.

#### **B. Compensation and Support for the Independent Evaluator**

398. The City will bear the cost of the Independent Evaluator. The Independent Evaluator's budget shall not exceed \$1.5 million per year. The City will execute a contract with the Independent Evaluator which will contain performance terms appropriate for a contract for professional or technical services. The City shall not be responsible for paying for non-working travel time.

#### **C. Replacement of Independent Evaluator**

399. Should any of the Parties to this Agreement determine that the Independent Evaluator has exceeded its authority or failed to satisfactorily perform one or more duties required by this Agreement or the Independent Evaluator's contract, the Parties will meet and confer to determine whether the Independent Evaluator should be replaced. If the Parties agree that the Independent Evaluator should be replaced, or the Independent Evaluator has resigned, the Parties will meet and confer regarding the replacement of the Independent Evaluator and the Independent Evaluator is automatically terminated. If the Parties disagree on whether the Independent Evaluator should be replaced, either Party may move the Court to remove and replace the Independent Evaluator for exceeding its authority, or failure to satisfactorily perform one or more duties required by this Agreement or the Independent Evaluator's contract. If the Court determines that the Independent Evaluator should be replaced or the Parties agree that the Independent Evaluator should be removed pursuant to the terms of this

paragraph, the Parties shall adhere to the appointment process set forth in Paragraph 391 above to select the replacement. This Paragraph does not apply if the Court determines that the City has achieved Full and Effective Compliance with the Agreement, as defined in Paragraph 440, and has therefore terminated the Agreement.

#### **D. Public Statements, Testimony, Records, and Conflicts of Interest for Independent Evaluator**

400. Except as required or authorized by the terms of this Agreement, or by the Parties acting together, the Independent Evaluator will not make any public statements or issue findings with regard to any act or omission of the Parties or their agents, representatives, or employees; or disclose non-public information provided to the Independent Evaluator pursuant to the Agreement.
401. The Independent Evaluator may testify as to its observations, findings, and recommendations before the Court with jurisdiction over this Agreement, but will not testify in any other litigation or proceeding with regard to any policy or practice, act or omission of the City, MPD, or any of their officials, officers, agents, or employees related to this Agreement or regarding any matter or subject that the Independent Evaluator may have received knowledge of as a result of its performance under this Agreement unless required to do so by court order. The Parties agree that requiring testimony in a third-party matter may be detrimental to the implementation of this Agreement and jointly commit to taking appropriate legal action to oppose the Independent Evaluator's participation in any third-party proceeding and to prevent the Independent Evaluator from testifying. This paragraph does not apply to any proceeding before the Court involving terms, conditions, or performance of contracts or subcontracts for evaluation or performance of this Agreement.
402. The contract with the Independent Evaluator will require that unless a conflict is waived by the Parties, the Independent Evaluator and the members of its team will not accept employment or provide consulting services that would present a conflict of interest with the Independent Evaluator's responsibilities under this Agreement, including future retention, paid or unpaid, by any current or future private litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against the City, MPD, or their past, present or future officials, officers, agents, or employees. The contract will further provide that the Independent Evaluator will not enter into any subsequent contract with the City, MPD, or MDHR while serving as the Independent Evaluator. The contract will provide that if any member of the Independent

Evaluator's team resigns from their position on the Independent Evaluator team, that individual may not enter into any contract with the City, MPD, or MDHR on a matter related to this Agreement, and will not accept employment or provide consulting services that would present a conflict of interest with the Independent Evaluator's responsibilities under this Agreement, including future retention, paid or unpaid, by any current or future private litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against the City, MPD, or their past, present, or future officials, officers, agents, or employees.

403. The contract with the Independent Evaluator will require that, for the duration of the Agreement, the Independent Evaluator and the members of its team will not be permitted to represent or work for any individual or organization in any criminal, civil, or administrative matter adverse to the City or MPD or MDHR, including any individual or organization designated as a witness, consultant, victim, defendant, subject, target, or person of interest.

#### **IV. Policy Development**

404. **Review and Comment.** For every provision of this Agreement that expressly imposes a requirement on the City or MPD to develop a specific non-emergency policy or plan the City and/or MPD Representatives will provide the Independent Evaluator and MDHR a draft of the specific policy or plan to be evaluated as follows:
- a. The City and/or MPD will provide the policy or plan to MDHR and the Independent Evaluator.
  - b. MDHR will have 14 calendar days from the date the City and/or MPD provides the policy or plan to MDHR and the Independent Evaluator to review and provide its comments to the City and/or MPD and the Independent Evaluator.
  - c. The Independent Evaluator will have 30 calendar days from the date the City and/or MPD provides the policy or plan to MDHR and the Independent Evaluator to either provide its approval that the policy or plan complies with this Agreement or provide comments to the City and/or MPD.
  - d. The City and/or MPD will consider the comments provided by MDHR and the Independent Evaluator and, if needed, make changes to its proposal.

- e. The Independent Evaluator must provide approval for a policy or plan to go into effect and approval will not be unreasonably withheld and will be deemed granted within 30 calendar days from the date the City and/or MPD provides the policy or plan to MDHR and the Independent Evaluator if there has been no substantive response.

405. **Emergency Action.** Nothing in this Agreement prevents the City or MPD from taking temporary action to address an emergent public safety need. Within 48 hours of taking temporary emergency action that would otherwise be subject to this Agreement, the temporary policy will be submitted to the Independent Assessor and MDHR and will be subject to the review and approval provisions of this section.

## **V. Implementation Progress Reviews**

406. The contract with the Independent Evaluator will require that the Independent Evaluator will conduct Implementation Progress Reviews (“Progress Reviews”). The purpose of these Progress Reviews is to determine compliance with this Agreement. Progress Reviews will be conducted consistent with the Implementation Progress Evaluation Plan described in Paragraphs 407 through 412 of this Agreement. The Parties will require that the Independent Evaluator will provide the City, MPD, and MDHR with the underlying analysis, data, methods, and source of the information relied upon in the Progress Reviews upon request.

### **A. Implementation Progress Evaluation Plan**

407. The contract with the Independent Evaluator will provide that within 90 calendar days of assuming duties as the Independent Evaluator, in conjunction with the Parties, the Independent Evaluator will develop an Implementation Progress Evaluation Plan (“Evaluation Plan”) for the first four years of the Agreement. The Evaluation Plan will:

- a. Set forth a schedule of provisions to be evaluated during the first two years of the Agreement, including provisions not immediately due, but for which ongoing effort will be required to meet the terms of the Agreement. For all provisions of this Agreement for which a deadline is not otherwise specified, the Evaluation Plan will provide for a reasonable period for the City to adjust and refine its implementation methods for each section before evaluation begins;
- b. For each provision being evaluated, set forth the data or information that will be reviewed and the statistical methods, if any, that will be applied;

- c. Set forth the measures to be used to determine compliance, partial compliance, in progress status, or non-compliance;
- d. Clearly delineate how the requirements of the Agreement will be evaluated for Full and Effective Compliance, as defined in Paragraph 440, so that it is clear when and how Full and Effective Compliance may be achieved, including a general description of the methodology and whether any requirements will be evaluated collectively or separately;
- e. Provide a reasonable timeline and sequence for sharing the results of all Progress Reviews with the Parties, for review and comment, before sharing the Progress Review and the Parties' comments on the Independent Evaluator's website, including all source data and information, analysis, and a complete and detailed explanation of any conclusions;
- f. Clearly delineate the roles and responsibilities of the Independent Evaluator's team members;
- g. Establish a method for communicating with the public and receiving public input, which will include at least in-person meetings every four months in different neighborhoods in the City;
- h. Establish a protocol for communication, engagement, and problem solving with the City, MPD, and MDHR; and
- i. Specify any documents that must be preserved pursuant to this Agreement beyond the requirements of applicable retention policies.

408. The contract with the Independent Evaluator will provide that the Independent Evaluator submit the Evaluation Plan to the Parties for review and approval. The Parties will have 15 calendar days to either approve or propose changes to the Evaluation Plan. Prior to approval, the Parties, including representatives from MPD, agree to hold at least one in-person meeting with the Independent Evaluator to discuss the Evaluation Plan.

409. If after good faith attempts, disagreement remains unresolved between the Parties and/or Independent Evaluator so that the Evaluation Plan is not approved by the Parties, the dispute will be resolved subject to the dispute resolution process in this Agreement.

410. The contract with the Independent Evaluator will require that once an Evaluation Plan has been finalized, the Independent Evaluator will post the Plan on its website.
411. To promote flexibility in the implementation of the Agreement, the Parties and the Independent Evaluator may change a provision in the Evaluation Plan at any time, so long as the Parties and the Independent Evaluator are all in agreement that the change should be made. Notice of the change will also be posted to the Independent Evaluator's website.
412. The contract with the Independent Evaluator will require that after the initial two years, the Independent Evaluator will update the Evaluation Plan in a manner that complies with this section for each successive year until the Agreement is terminated.

## **B. Independent Evaluator Progress Reviews**

413. The contract with the Independent Evaluator will provide that the Independent Evaluator will post to the Independent Evaluator's website semi-annual written reports ("Progress Reviews") covering the reporting period that will include:
  - a. The progress made by the City and MPD under the Evaluation Plan, as well as an overall evaluation of the City's and MPD's progress to date in complying with the Agreement;
  - b. A description of the work conducted by the Independent Evaluator during the reporting period, including a summary of the annual community evaluation;
  - c. The methodology and specific findings for each review conducted, redacted as necessary for privacy concerns and legal compliance;
  - d. A projection of the work to be completed during the upcoming reporting period and any anticipated challenges or concerns related to implementation of the Agreement;
  - e. The extent to which the requirements of this Agreement have been: (i) incorporated into implemented policy; (ii) trained at the levels set forth in this Agreement for all relevant MPD officers; (iii) reviewed or audited by the Independent Evaluator in determining whether MPD has reached Full and Effective Compliance, as defined in Paragraph 440, including the date of the review or audit and the data and materials relied upon for the review or audit; and (iv) found by the Independent Evaluator to have reached Full and Effective Compliance, and the date of this finding;



- f. The Independent Evaluator's recommendations regarding necessary steps to achieve Full and Effective Compliance, as defined in Paragraph 440; and
- g. The extent to which the Independent Evaluator has provided technical assistance.

414. The contract with the Independent Evaluator will provide that the Independent Evaluator will provide a copy of the semi-annual reports to the Parties in draft form at least 30 calendar days prior to public release of the reports to allow the Parties to comment on the reports. The Independent Evaluator will also post the final reports, along with comments from the Parties that the Parties request be posted, and the Independent Evaluator's response, if any, to its website. The Independent Evaluator will also establish an electronic mechanism for receiving public feedback on the reports.

### **C. Annual Community Evaluation**

415. To evaluate the impact of the Agreement on the public's trust in the MPD and its ability to provide public safety, the contract with the Independent Evaluator will require that the Independent Evaluator will conduct an anonymous annual community evaluation survey that will include both a qualitative and quantitative evaluation of the satisfaction of the community with MPD's overall police services, trustworthiness, engagement with the community, effectiveness, responsiveness, and misconduct investigation system. The Independent Evaluator will present the data to the public on its website with an intersectional lens and disaggregate data responses by race/ethnicity, disability, religion, sex, gender, gender identity/expression, housing status, sexual orientation, age, immigration status and precincts, where possible. The contract with the Independent Evaluator will require that the Independent Evaluator will also separately conduct an anonymous annual survey of MPD officers regarding officers' experiences in MPD, the organizational culture, officer support and wellness, and other areas deemed appropriate by the Independent Evaluator. The contract with the Independent Evaluator will require that the Independent Evaluator will present the survey methodology to the Parties and will consider feedback from the Parties in the development of the initial surveys and in making improvements to subsequent surveys.

### **D. Independent Evaluator Recommendations and Technical Assistance**

416. The Independent Evaluator may make recommendations to the City and MPD regarding measures necessary for timely compliance with this Agreement. Recommendations may include proposed changes, modifications, or amendments to a provision of the Agreement; additional

training in any area related to this Agreement; or technical assistance. Any recommendation to change, modify, or amend a provision of the Agreement must be in writing.

417. In addition to recommendations, the Independent Evaluator may also, at the request of the City or MPD, provide or arrange for technical assistance consistent with the Independent Evaluator's responsibilities under this Agreement.

#### **E. Communication Between the Independent Evaluator, the Parties, and the Public**

418. **Meetings with Parties.** The contract with the Independent Evaluator will provide that the Independent Evaluator will maintain regular contact with the Parties to allow for effective and timely communication regarding the status of the implementation of and compliance with this Agreement. To facilitate this communication, the Independent Evaluator will hold regular status video conference or in-person meetings with the Parties on a schedule agreed upon by the Parties and the Independent Evaluator. The Independent Evaluator may meet separately with any of the Parties as the Independent Evaluator deems necessary and appropriate.
419. **Meetings with Community Members.** The contract with the Independent Evaluator will provide that the Independent Evaluator will regularly meet with community stakeholders who have expressed an interest to meet on a regular basis to discuss the City's and MPD's progress under the Agreement, to explain the Independent Evaluator's reports and the Agreement implementation process, and to understand community perspectives of police interactions, including the outcomes from the annual community evaluation survey. In addition to other meetings, the Independent Evaluator will hold at least one community meeting every four months at varied locations throughout the City, as required by the Evaluation Plan. MDHR and the City, through its MPD webpages, will publicize the Independent Evaluator's community meetings on their respective webpages and through their social media accounts. The contract with the Independent Evaluator will require that the Independent Evaluator will also publicize community meetings on its website and that the Independent Evaluator will designate a member of the team as a community liaison, who will serve as a point of contact to community members.
420. **Meetings with MPD Officers.** The contract with the Independent Evaluator will provide that the Independent Evaluator will meet with MPD officers on a routine basis to inform them about the Agreement implementation process and to learn their questions, concerns, and suggestions

regarding implementation. The Independent Evaluator will designate a member of the team as an officer liaison, who will serve as a point of contact to officers.

421. **Publicly Posted Information on Website.** The contract with the Independent Evaluator will provide that the Independent Evaluator will maintain a public website and will post, at a minimum, its Evaluation Plan, reports, the Parties' Court filings, if any, schedules of community meetings and briefing, and proposed budget and accounting. The contract with the Independent Evaluator will prohibit the Evaluator from speaking directly with media or the press about this Agreement or compliance with this Agreement. The contract with the Independent Evaluator will limit the Independent Evaluator to using social media in its official capacity only for the purposes of alerting community members about public meetings and about reports posted on the Evaluator's website.

## **VI. Termination Evaluation**

422. A Termination Evaluation is required no later than four years after the Effective Date, or at the time the City and/or MPD reach a consent decree with the Department of Justice, whichever is sooner. The Independent Evaluator will complete the Termination Evaluation to determine whether the City and MPD have demonstrated Full and Effective Compliance, as defined in Paragraph 440, with this Agreement. Once the Independent Evaluator has completed the Termination Evaluation, the City may request that the Court partially or completely terminate the Agreement on the grounds that it has achieved Full and Effective Compliance with any term or the entire Agreement. To the extent that Full and Effective Compliance has not been achieved, the Termination Evaluation will identify specific areas requiring further progress to meet Full and Effective Compliance. The Termination Evaluation will be updated annually, if requested by the City, until Full and Effective Compliance has been reached.
423. The Termination Evaluation will (a) determine whether and to what extent the Agreement has been achieved; (b) identify areas of greatest achievement with analysis on what has contributed to this success; (c) identify areas requiring further attention and strategies or technical assistance needed to achieve the requirements of the Agreement; and (d) provide any suggested modifications to the Agreement that may be necessary for continued achievement in light of changed circumstances.

424. The contract with the Independent Evaluation will require that at least 30 calendar days prior to finalizing the Termination Evaluation, the Independent Evaluator will submit the Termination Evaluation to the Parties in draft form for review and comment by the Parties, and meet with the Parties to discuss the Termination Evaluation. The Parties will have 30 calendar days from receiving the draft Termination Evaluation to provide comments and objections. The Independent Evaluator will make any revisions that it deems appropriate in light of the Parties' comments. To the extent permitted by law, the final Termination Evaluation documents will be a public record and will be posted on the Independent Evaluator's website along with the written comments of the Parties.
425. These provisions in no way diminish the Parties' ability to modify this Agreement, subject to Court approval. The Independent Evaluator is not a party to, or third-party beneficiary of, this Agreement. Nothing in this Agreement will empower the Independent Evaluator to unilaterally modify the terms of this Agreement.

## **VII. Access and Confidentiality**

426. As specified in this Agreement, MPD and/or the City will collect and maintain all data and records necessary to document implementation of the Agreement and evaluate compliance. These data and records include documentation of stops, searches, arrests, uses of force, training records, internal and external complaints, complaint investigations, and supporting documentation, and other documentation, as required by this Agreement and specified in the Evaluation Plan. To the extent that these data and records are routinely purged according to a document retention schedule, MPD and/or the City will notify the Independent Evaluator and MDHR of the schedule for all relevant data and records and the Independent Evaluator and the Parties will develop a protocol for maintaining the data and records that balances the burden of maintaining the data and records on MPD and/or the City with the need to maintain the data and records to adequately evaluate compliance.
427. To facilitate their work pursuant to this Agreement, the Independent Evaluator may conduct MPD-related on-site visits and evaluations with reasonable prior notice to MPD and the City Attorney's Office, as well as non-MPD related on-site visits and evaluations with reasonable prior notice to the City Attorney's Office. When necessary, the Independent Evaluator may conduct on-site visits and evaluations without prior notice, although such circumstances should not be routine and notice shall be provided as soon as possible afterward.

428. The individuals on the Independent Evaluator team and MDHR staff and consultants who review types of data that may include Criminal Justice Information Systems (“CJIS”) information must be CJIS certified. Individuals on the Independent Evaluator team and MDHR staff and consultants who are not reviewing types of data that may include CJIS information are not required to be CJIS certified, such as reviewing policy, trainings, statistical data, or facilitating community engagement. The City will not be required to redact data for the Independent Evaluator or MDHR.
429. To avoid unnecessary confusion, distraction, duplication of effort, and undue burdens on MPD or the City, the Independent Evaluator and MPD and/or the City will coordinate in making any on-site visits or observations or otherwise seeking access to MPD, the City, or its employees, facilities, and/or documents. MDHR will be advised of the Independent Evaluators on-site schedule and, in appropriate circumstances and with the Independent Evaluator’s approval, accompany the Independent Evaluator during certain observations. If the on-site visit will include access to types of data that may include CJIS information, the MDHR employees will be CJIS certified.
430. The City and MPD will provide the Independent Evaluator and MDHR, to the extent permitted by law, with access to individuals, facilities, documents and data to assess compliance with this Agreement, which will include access to Agreement-related trainings, non-privileged meetings, and reviews, such as critical incident reviews, use of force reviews, materials documenting stops, searches, arrests, and uses of force, complaints by the public of officer misconduct, and misconduct investigations, except any documents, data, or information protected by the attorney-client privilege, work product doctrine, or other recognized privileges, or where access is prohibited by law. Should the City withhold documents or data from the Independent Evaluator and/or MDHR for any reason other than attorney-client privilege, work product doctrine, or other recognized privileges, the City will provide the Independent Evaluator and MDHR with a description of the documents or data and the basis for withholding. If MDHR disagrees with the basis for withholding the documents or data, then MDHR may request that the Court order an in-camera review of the protected material to determine whether disclosure is required. The contract with the Independent Evaluator will require that the Independent Evaluator and all employees and agents will execute any nondisclosure agreements necessary to protect intellectual property, trade secrets, and any other not-public data.

431. The contract with the Independent Evaluator will require it and all of its employees and agents to maintain all not public information provided by the City and MPD in a confidential manner and as required by law. Other than as expressly provided in this Agreement, this Agreement will not be deemed a waiver of any privilege or right MPD or the City may assert, including those recognized at common law or created by statute, rule, or regulation, against any other person or entity with respect to the disclosure of or access to any information or data.
432. MPD will notify the Independent Evaluator and MDHR within 72 hours of notice to the MPD, of any critical incident, level 3 use of force, or in-custody death.
433. Insofar as the Independent Evaluator needs to redact any information in a Progress Review, Termination Evaluation, or other document, the Independent Evaluator will be required to provide MDHR and the City with an unredacted version of the Progress Review, Termination Evaluation, or other document, to the extent permitted by law, on the same day that the document is shared with the City and the public on the Independent Evaluator's website.

## **VIII. Dispute Resolution**

434. Unless stated otherwise in this Agreement, if any Party disagrees with any aspect of the implementation of the Agreement, that Party will engage in good faith informal consultation with the other Party and the Independent Evaluator to attempt to resolve the disagreement. If the disagreement persists, that Party will, within 10 business days of the apparent impasse, inform the other Parties and the Independent Evaluator in writing of the fact of the disagreement. Within 10 business days thereafter, the Parties will meet and confer in person on the disagreement at a mutually agreeable time. If any dispute remains after a meet and confer, any Party may petition the Court to resolve the dispute.
435. In the event of ambiguity or inconsistency in any of the terms of this Agreement, the Agreement will be interpreted in a flexible and practical manner. If the Independent Evaluator or MDHR will be taking the position that a policy, plan, or training does not meet the requirements of the Agreement, that notice must be given promptly and as soon as possible.
436. The Parties will defend the provisions of the Agreement to the extent permissible by law. The Parties will notify each other of any court or administrative challenge to this Agreement. In the event any provision of this Agreement is challenged in any court other than this Court, the Parties will confer on the best approach to defend the provisions of this Agreement.

437. The City will be responsible for providing necessary and reasonable financial resources to the City's departments involved in implementation of this Agreement to fulfill MPD's and the City's obligations under this Agreement.

## **IX. Modification and Termination of the Agreement**

438. **Mechanism to Jointly Modify Agreement.** The Parties may jointly stipulate to changes, modifications, and amendments to this Agreement. Any such changes, modifications, or amendments will be subject to Court approval. Any Court-approved changes, modifications or amendments to this Agreement will be posted on the Independent Evaluator's website.
439. **Terminate Agreement.** This Agreement will terminate upon the Court's determination that the City and MPD have achieved Full and Effective Compliance with this Agreement, as defined below. In order to terminate the Agreement, the City must demonstrate by a preponderance of the evidence that the City and MPD are in Full and Effective Compliance with this Agreement.
440. **Full and Effective Compliance.** To achieve "Full and Effective Compliance," the City and MPD must demonstrate by a preponderance of the evidence that they have, for the period stated below, demonstrated sustained compliance by incorporating all requirements of this Agreement into policy, trained relevant personnel as necessary to fulfill their responsibilities pursuant to the requirements, and held employees accountable for carrying out the requirement in practice. The City and MPD are not required to satisfy a specific numerical test to demonstrate Full and Effective Compliance so long as they demonstrate substantial adherence to the requirements, continual improvement, and they have met the overall purpose of the Agreement's provisions. Non-compliance with mere technicalities, or temporary or isolated failure to comply during a period of otherwise sustained compliance, will not constitute failure to achieve or maintain Full and Effective Compliance. At the same time, temporary compliance during a period of otherwise sustained non-compliance will not constitute Full and Effective Compliance with this Agreement. The contract with the Independent Evaluator will provide that the contract terminates if the Court finds that the City and MPD have reached Full and Effective Compliance with the Agreement.
441. For the purposes of assessing Full and Effective Compliance necessary to terminate a provision, the City and/or MPD must reach compliance with the provision of this Agreement and sustain compliance for the periods listed below:

- a. Following implementation of initial revisions to the Mission, Vision, Values, Goals, and the policies related to non-discriminatory policing, use of force, and stops, searches, and arrests, the City and MPD will demonstrate sustained compliance with Part 2 (Policy Framework Outreach) for two years thereafter. To remain in sustained compliance, any modifications to policy must comply with the policy modification procedures set out in this Agreement;
- b. Following the implementation of Part 6 (Body Worn Cameras and In-Car Cameras), Part 8 (Officer Support and Wellness), Part 9 (Mental and Behavioral Health Crisis Support in the Field), the City and MPD will demonstrate sustained compliance for one year; and
- c. Following the implementation of Part 3 (Non-Discriminatory Policing), Part 4 (Use of Force), Part 5 (Stops, Searches, and Arrests), Part 7 (Training), Part 10 (Accountability and Oversight), Part 11 (Data Systems, Analysis, and Transparency), the City and MPD will demonstrate sustained compliance for two years.

442. **Partial Termination.** Recognizing that compliance is not an all-or-nothing goal, the City may at any time move the Court to terminate part of the Agreement. To terminate a part of the Agreement, the City must be in Full and Effective Compliance with that part of the Agreement and that part must be sufficiently severable from the other requirements of the Agreement so that the Independent Evaluator may still meaningfully evaluate compliance with the remaining provisions of the Agreement.

443. **Mechanism to Terminate.** The City may move the Court at any time to terminate this Agreement or portions of this Agreement upon a showing by a preponderance of the evidence that the City and MPD have reached Full and Effective Compliance. The Parties may also agree to jointly ask the Court to terminate this Agreement and enter a judgment of dismissal at any time after the City and MPD reach Full and Effective compliance with this Agreement.

444. **Alternative termination.** Alternatively, the City may move for termination of the Agreement if it can show, by a preponderance of the evidence, that: the City and MPD have achieved the goals of this Agreement, through measures other than the provisions of this Agreement, for at least 24 months; and that the measures in place are reasonably designed to continue to meet the goals set forth in this Agreement without further evaluation or Court intervention.



## Part 13: Definitions

---

445. **“Active resistance”** or **“actively resisting arrest”** means that an individual’s physical actions are intended to prevent an officer from placing that individual in custody and taking control, but the physical actions are not directed at harming the officer. Examples include breaking the officer’s grip, or walking or running away. Oral statements alone do not constitute active resistance.
446. **“Adult Learning Techniques”** refers to an overall approach to training that is designed and delivered in a manner tailored for adult professionals. Adult learning techniques will prioritize active and interactive instructional approaches that provide opportunities for individuals receiving training to learn new concepts and skills and practice applying them in productive, supportive environments. Specific techniques that may be incorporated include: small-group discussions, analysis of videos of police encounters, the discussion of oral or written scenarios, role-playing exercises, in-person scenarios, and others. Adult learning approaches should also include training instructors providing timely informal feedback to employees on the quality of their performance or participation in training programs.
447. **“Arrest”** means taking an individual into custody, which may be imposed by force or may result from an individual submitting to an officer. An arrest is a restraint of greater scope or duration than an investigatory stop or detention.
448. **“Body cavity search”** refers to any search of an individual involving not only visual inspection of skin surfaces but the internal physical examination of body cavities, such as a person’s genital or anal region with or without any physical contact or intrusion into the body cavity, and, in some instances, organs such as the stomach.
449. **“City policy”** or **“City policies and procedures”** means official non-MPD specific regulations or directives issued by the City, regardless of the name of the regulation or directive, describing the duties, functions, and obligations of City employees, and providing specific direction in how to fulfill those duties, functions, and obligations.
450. **“Critical incident”** means an incident involving any of the following situations occurring in the line of duty: (a) the use of deadly force, as defined by Minnesota law, by or against an MPD officer, or (b) a situation in which a person who is in the custody or control of an officer does or sustains great bodily harm.

451. **“De-escalation techniques”** means tactics used by officers during encounters to minimize the need to use force and increase the likelihood of voluntary compliance. These may include persuasion and warnings, as well as tactical de-escalation techniques such as creating space, slowing down the pace of an incident, and requesting additional resources.
452. **“Deadly force”** means force used with the purpose of causing or that should reasonably be known to create a substantial risk of causing death or great bodily harm.
453. **“Demographic”** or **“demographic category”** means race and/or ethnicity, color, sex, gender, national origin, immigration status, disability, religion, sexual orientation, gender identity or expression, or a protected class status under City, Minnesota, or federal law.
454. **“Discipline”** or **“disciplinary action”** refers to a personnel action that is defined as disciplinary in the applicable governing authority, and which is taken to address a violation of an established law, regulations, rule, administrative rule, or City or MPD policy. Discipline does not include routine supervision or coaching.
455. **“Effective Date”** means the date that the Court approves this Agreement and enters it as an order of the Court.
456. **“Enforcement related contact”** means a contact with an MPD officer that is related to law enforcement activity. An enforcement related contact occurs when a person reasonably believes that they are not free to leave based on the circumstances and the conduct of the officer(s), regardless of the intent of the officer(s).
457. **“Feasible”** means objectively reasonably capable of being done or carried out.
458. **“Fear-based training”** puts officers in a constant state of fear that members of their community are a potential threat by preparing officers for potential threats that are unlikely, unusual, singular, or even anecdotal, ultimately increasing the risk to both officers and community members.
459. **“Field interviews”** are voluntary contacts during which an MPD officer may ask questions or try to gain information about possible criminal activity, while making it clear that a person is free to leave and is not obligated to answer the officer’s questions.

460. **“Frisk”** refers to when an officer conducts a pat down of an individual’s outer clothing for weapons when, during a “Terry” or “Investigative Stop,” the officer has reasonable articulable suspicion to believe that the detained person is armed and dangerous.
461. **“Gender identity”** means an individual’s internal, deeply felt sense of being a man, woman, neither, both, or another gender regardless of the sex they were assigned at birth and regardless of their primary or secondary sex characteristics. A person’s gender identity is not necessarily visible to others.
462. **“Gender expression”** means an individual’s presentation – appearance, characteristics, and behaviors – that communicate aspects of gender to others. Gender expression does not necessarily conform to a person’s gender identity, sex assigned at birth, or socially constructed gender roles. Gender expression is not predictive of gender identity or sexual orientation.
463. **“Gender non-conforming”** and **“gender queer”** mean individuals who have, or are perceived to have, gender characteristics and/or behaviors that do not conform to traditional societal expectations.
464. **“Implicit bias”** refers to the attitudes or stereotypes based on protected class status that affect our understanding, actions, and decisions in an unconscious manner.
465. **“Independent Evaluator”** refers to the person or team of people, including any agent, employee, or independent contractor thereof, who will be selected to perform the duties of the Independent Evaluator identified in this Agreement.
466. **“Independent police conduct review entity”** refers to a non-City government entity that is conducting an independent review of MPD or an MPD officer’s behavior or conduct.
467. **“Individual in crisis”** means an individual who exhibits symptoms of known, suspected, or perceived behavioral or mental health conditions, including, but not limited to, mental illness, intellectual or developmental disability, or co-occurring conditions such as substance use disorders.
468. **“Investigatory stop”** or **“investigatory detention”** mean involuntary restraint of an individual not in a vehicle for investigatory purposes by an officer who has reasonable suspicion, based on specific and articulable facts, that the detained individual has been, is, or is about to be engaged in the commission of a crime. An investigatory stop or detention occurs when an

individual reasonably believes that they are not free to leave based on the circumstances and the conduct of the officer(s), regardless of intent of the officer(s).

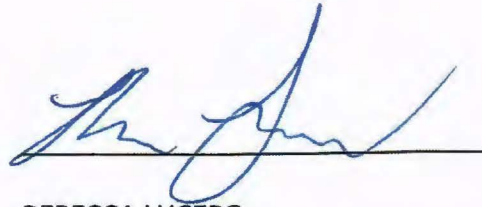
- 469. **“Involved Officer”** means an officer who appears to have engaged in conduct constituting a critical incident.
- 470. **“Less-lethal force”** means any force with or without a weapon that, when used as designed and intended, is less likely to cause death or serious injury than a conventional lethal weapon.
- 471. **“Less-lethal weapon”** means a weapon that does not have a reasonable likelihood of causing or creating a substantial risk of death or great bodily harm.
- 472. **“LGBTQ”** means lesbian, gay, bisexual, transgender, and queer, and although not included in the acronym, is intended to also include intersex, gender non-conforming, and gender queer individuals.
- 473. **“Minor”** means an individual under the age of 18.
- 474. **“MPD policy”** or **“MPD policies and procedures”** means MPD’s regulations or directives, regardless of the name of the regulation or directive, describing the duties, functions, and obligations of MPD officers and/or employees, and providing specific direction in how to fulfill those duties, functions, and obligations.
- 475. **“MPD employees”** refers to individuals who are assigned to work under the direct supervision and authority of MPD, regardless of whether they are sworn or non-sworn.
- 476. **“Near miss”** means an unsafe occurrence or condition that reasonably could have resulted but did not result in a serious injury, fatality, significant property damage, and/or crisis.
- 477. **“Non-disciplinary corrective action”** refers to action other than discipline taken to enable or encourage an officer to improve their performance and/or conduct.
- 478. **“Parties”** means the State of Minnesota, by Rebecca Lucero, Commissioner of the Minnesota Department of Human Rights, and the City of Minneapolis.
- 479. **“Police misconduct”** or **“misconduct”** means any improper conduct by an MPD employee, including an alleged violation of City and/or MPD policies or procedures, federal, Minnesota, or City laws and/or rules or regulations, or the Minnesota or federal constitution.

480. **“Police misconduct investigation”** or **“misconduct investigation”** means an inquiry into any alleged improper conduct by an MPD employee, including an alleged violation of City and/or MPD policies or procedures, federal, Minnesota, or City laws and/or rules or regulations, or the Minnesota or federal constitution.
481. **“Procedural justice”** refers to a concept involving four central principles designed to build public confidence in the police: (a) treating individuals with dignity and respect; (b) providing individuals with a chance to be heard during encounters; (c) making decisions fairly and transparently, based on facts; and (d) conveying goodwill and trustworthiness.
482. **“Prohibit”** means to promulgate a policy and/or procedure, train on that policy and/or procedure, and hold MPD officers accountable to the policy and/or procedure that restricts officer conduct.
483. **“Reasonable suspicion”** means articulable facts that, within the totality of the circumstances, lead an officer to reasonably suspect that criminal activity has been or is about to be committed.
484. **“Require”** means to promulgate a policy and/or procedure, train on that policy and/or procedure, and hold MPD officers accountable to the policy and/or procedure that governs officer conduct.
485. **“Restrain”** or **“restrained”** refers to an officer’s use of force to physically restrain the free movement of an individual’s body to effectuate an involuntary stop, detention, or arrest on that individual.
486. **“Seizure”** or **“detention”** occurs when an officer’s words or actions would convey to a reasonable person that the individual is not free to leave.
487. **“Statistically representative sample”** means a sample from a larger group that reliably represents the characteristics of the larger group population.
488. **“Statistically valid survey”** means a survey that combines statistically proper sampling methods, adequate sample sizes, and unbiased data collection to improve the reliability of survey results.

489. **“Strip search”** means any search of an individual requiring the removal or rearrangement of some or all clothing to permit visual inspection of the individual’s groin/genital area, buttocks, or breasts.
490. **“Subject officer”** means an MPD officer who is the subject of a police misconduct investigation.
491. **“Transgender”** is an umbrella term used for individuals whose gender identities differ from their assigned sex at birth.
492. **“Trauma-informed de-escalation tactics”** means appropriate strategies, approaches, or tactics that consider symptoms of trauma and mental health conditions when determining how to respond to and de-escalate incidents involving individuals in crisis.
493. **“Undercover social media account”** refers to a social media site profile created and maintained by an MPD employee, on behalf of MPD, but in a username not associated with the MPD employee, for the purpose of furthering criminal investigations and gathering evidence for criminal investigations.
494. **“Use of force”** means when an officer uses physical force against or on an individual. Force can range from when an MPD officer uses physical maneuvers such as grabs, holds, or punches, to chemical irritants such as pepper spray, Tasers, and firearms against or on an individual.
495. **“Vehicle stop”** means any instance where an MPD officer directs an individual operating a motor vehicle of any type to stop and the driver is detained for any length of time.
496. **“Witness Officer”** means an officer who witnesses a critical incident but who apparently did not engage in any conduct constituting a critical incident.

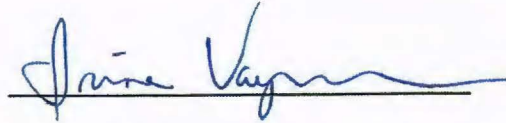
For the Minnesota Department of Human Rights.

Date: March 31, 2023

A handwritten signature in blue ink, appearing to read 'Rebecca Lucero', written over a horizontal line.

REBECCA LUCERO  
Commissioner, Minnesota Department of  
Human Rights

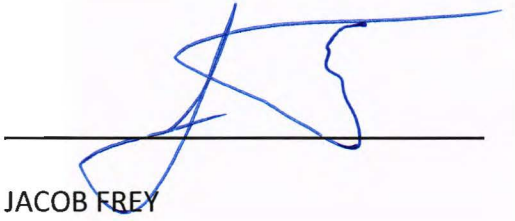
Date: March 31, 2023

A handwritten signature in blue ink, appearing to read 'Irina Vaynerman', written over a horizontal line.

IRINA VAYNERMAN  
Deputy Commissioner, Minnesota  
Department of Human Rights

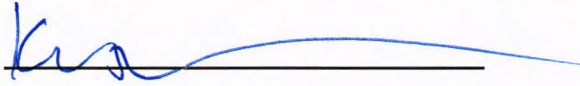
For the City of Minneapolis.

Date: March 31, 2023



JACOB FREY  
Mayor, City of Minneapolis

Date: March 31, 2023



KRISTYN ANDERSON  
City Attorney, City of Minneapolis

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Judge of the Hennepin County District Court