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**COMMUNITY RELATIONS SERVICE**
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# Mediation Agreement
# Between
# The Milwaukee Police Department and
# The Milwaukee Commission on Police Community Relations

A wide variety of Milwaukee's community leaders representing the American Jewish Committee-Milwaukee Chapter, Council for the Spanish Speaking, Federation for Civic Action, Hmong American Friendship Association, Interfaith Conference of Greater Milwaukee, Islamic Society of Milwaukee, Jerusalem Missionary Baptist Church, Metcalfe Park Mercy Memorial Baptist Church, Metcalfe Park Residents' Association, MICAH (Milwaukee Intercity Congregations Allied for Hope), Midtown Neighborhood Association, Milwaukee Lesbian, Gay, Bisexual and Transgender Community Center, Milwaukee Branch of the NAACP, Milwaukee Urban League, St. Timothy Church, Sherman Park Community Association, South East Oneida Tribal Services, Spotted Eagle Inc., United Migrant Opportunity Services, Inc., Urban Underground and police union leaders representing the Milwaukee Police Association and Milwaukee Police Supervisors' Organization, and the Milwaukee Fire and Police Commission and the Milwaukee Police Department and consultants from the City of Milwaukee, U.S. Department of Justice, Office of Juvenile Justice Delinquent Programs and the Wisconsin Department of Transportation met in a number of voluntary meetings on December 8, 2003, January 7, 2004, February 3, 2004, March 8, 2004, May 7, 2004, June 3, 2004, June 28, 2004, July 27, 2004, August 24, 2004, October 11, 2004, November 29, 2004, January 11, 2005, February 22, 2005, March 14, 2005, April 19, 2005 and May 17, 2005 in a cooperative effort to improve relations and communication between members of law enforcement and various communities in the City of Milwaukee, and especially in Milwaukee's minority communities. The U.S. Department of Justice Community Relations Service provided mediation services for the parties involved. All parties thank Marquette University for providing the facilities and hosting meetings.

Through these mediation sessions, representatives of the Milwaukee Police Department, representatives of the Milwaukee's police unions and community organizations have made proposals directed toward improving interaction between Milwaukee Police Department personnel and all people in the greater Milwaukee area. These proposals, which are outlined in the following pages, are meant to address concerns over use of force and community policing issues, and to establish a commission called the "Milwaukee Commission on Police and Community Relations" (MCPCR).

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## I. The Milwaukee Commission on Police Community Relations

The scope of the MCPCR is divided into three main areas. The first area "Mission" addresses the overall goals of the MCPCR. The second area "Structure" pertains to the format of the MCPCR, including general operating guidelines and ground rules. The third area "Issues" is a brief summary of the immediate, short-term and long-term concerns that are being addressed by the parties to the MCPCR.

### A. Mission

The Milwaukee Police Department (the "Department") and a diverse group of racial, ethnic, religious, civil rights and other community representatives working in the City of Milwaukee have created an entity known as the "Milwaukee Commission on Police and Community Relations" ("MCPCR") whose mission is to improve public/police relations in the City of Milwaukee by encouraging frank communication between the parties and by professionally addressing issues that have historically been sources of concern for the public and the Department.

More specifically, the MCPCR is a working group that:

1. Encourages frank, respectful and open discussion of issues affecting the public and the Department and seeks to foster greater education and understanding of relevant issues.

2. Is respectful of the diverse opinions and experiences of all MCPCR members.

3. Encourages the review of those police department rules and procedures that significantly affect (or have affected) the interaction between the Department and people of the City of

Milwaukee and seeks to promote clear rules and procedures that are consistent with a modern, efficient and effective police department that works in collaboration with the community.

4. Encourages and promotes public understanding of the rationale behind police rules and procedures as well as greater understanding of the challenges that are faced by police officers in the line of duty.

5. Is able to disseminate credible and responsible information to the community in a timely manner and seeks to address myths and rumors that damage police/community relations.

6. Has been formed by the voluntary participation of the various parties and therefore represents a good faith effort by all the parties.

7. Does not seek to stifle public expression by any of the participating parties regarding particular incidents or policies.

8. Meets with enough regularity to be able to address the concerns of the various communities in the City of Milwaukee and the Milwaukee Police Department.

9. Is flexible and efficient and is able to convene on short notice in the event of exigent circumstances.

## B. Structure

1. Constituent Groups:
The MCPCR shall initially be composed of the Police Chief, representatives of the Department, representatives of the police unions as well as representatives of Milwaukee's racial, ethnic, religious, civil rights and other community organizations.

2. Community Representatives and Term of Service:
Each constituent community organization that assents to be a member of MCPCR shall assign one member and one alternate (to serve in his/her absence) to the MCPCR. If a community organization wishes to remain a member of the MCPCR, the organization's representative or an alternate is expected to attend the meetings of the MCPCR. The term of service to the MCPCR of a particular organizational member shall be determined solely by the constituent community organization. Community organization representatives are expected to attend the Citizen's Police Academy at the earliest opportunity.

3. MCPCR Committees:
The MCPCR shall have the ability to form ad hoc working groups, task forces or committees to study and report on particular issues and concerns. Each committee shall be responsible for the development of implementation protocols relative to their sections of this Agreement. Current committees include: Governance, Cultural Awareness/Diversity and Training, Use of Force: Policy, Procedures and Equipment, Video Camera Equipment and Use, Customer Service and Youth. All committees shall report to the full MCPCR. In addition, with full Commission approval, outside experts or those with particular experiences beneficial to the Commission's

deliberations will be invited to address or participate with the full Commission or its constituent committees.

4. Special Meetings:
If needed, especially if exigent circumstances arise, meetings may be convened with the Police Chief and affected community representatives of the MCPCR to address issues that are specific to a particular community or situation. Any MCPCR member may initiate such a meeting. A report of such a meeting would be reported to the next full meeting of the MCPCR.

5. Communication with the Public:
In communicating with the public, the goal of the MCPCR is to convey credible information by establishing relationships built on honesty and integrity. The MCPCR will encourage police/public interaction by holding community meetings and other programs.

No individual MCPCR member is authorized to speak on behalf of the MCPCR without the specific authorization of the MCPCR. The MCPCR shall operate by consensus.

6. Internal Rules and Policies:
All communication and interaction between members of the MCPCR shall be conducted in a professional and businesslike manner. Constituent organizations will be asked to replace any individual who does not adhere to these standards.

### C. Issues

In order to promote positive relations and dialogue between all people of the City of Milwaukee and the Department, the community representatives of the MCPCR believe that it is essential to frankly address a wide variety of issues and concerns that may significantly affect public perception of the police department, including those Department policies and procedures that generate the greatest amount of controversy and/or citizen complaints.

The representatives of the MCPCR have identified the following issues during the creation of this document:

1. Police Procedure. Review of "use of force issues," communication styles, accountability for violations of rules/procedures, profiling, stereotyping, cultural awareness and sensitivity issues, etc. This also includes public education pertaining to the role of police officers and the public's obligations when stopped or arrested.

2. Police Training. Review of initial police academy training and post-training sessions regarding use of force, diversity, cultural awareness and other matters addressed in this Agreement.

3. Police Recruitment. Based on perceptions of lack of diversity within the Milwaukee Police Department, assess recruitment and representation of various communities based on population statistics and demographic trends.

4. Community Oriented Policing and Police/Community Interactions. Work to establish a relationship of integrity and trust, thus creating additional opportunities for dialogue. Improving "customer relations" at police district stations and other points of service.

5. Youth Relations. Promote stronger alliances between the Department and the youth population with an emphasis on fostering understanding of youth issues and concerns.

6. Budget and Programs. Understanding how budget constraints affect the expansion of existing programs or the implementation of new programs and working together to explore new sources of funding.

## II. Committee on Video Camera Equipment and Use

A. The MCPCR recommends that a program be established to install video equipment in police patrol and conveyance vehicles to document and corroborate police/public interactions. Further, that the funding used to purchase, install, operate and maintain the equipment be obtained from grant or corporate sponsorship funds. The Department will request the Milwaukee Common Council to pass a resolution authorizing the Department to apply for a 2005 COPS Technology grant and, if necessary, for the Department to seek corporate sponsorship for the purpose of adopting the program.

B. In implementing the program, video equipment will be installed in police vehicles as part of a pilot project. The pilot video units will be installed in one or two of the most frequently used vehicles. Should the pilot prove successful, the entire fleet of patrol cars and conveyance vehicles would be equipped with video equipment as funding is available.

C. It is the intention of the Department to install a single, forward-looking camera in each "cage" car and 2 cameras, one looking forward the other rearward, in conveyance vans. Details of the camera, the recording media, audio capture and other issues will be detailed in a Departmental Standard Operating Procedure (SOP).

D. Through adequate grant or corporate funding, the Department would be responsible for the installation, maintenance and custody of both the video equipment and the data it gathers. Disclosure of all data would be subject to the terms and conditions of Wisconsin's Open Record Laws.

E. Prior to deployment, the Department will develop and adopt SOPs for the use of the video equipment in police patrol and conveyance vehicles. The final SOP will be reviewed and approved by the Department and the Milwaukee City and District Attorneys in consultation with the MCPCR.

## III. Committee on Cultural Awareness/ Diversity and Training

Cultural competency is the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, ethnicities, genders, ages, sexual orientations,

economic backgrounds and religions in a manner that recognizes, affirms and values the worth of individuals, families and communities and protects and preserves the dignity of each.

A. Cultural Competency Training shall be provided to all Department officers, new recruits and civilian staff.

B. The Cultural Competency Training Program shall operate within the structure and guidelines of the Department's Training Academy.

C. The Department shall provide sufficient training hours in cultural competency at or above current levels to all Department members.

D. The Department staff providing cultural competency training shall be well-versed in all of Milwaukee's diverse cultures and all aspects of cultural competency training. Staff shall be skilled in diverse group facilitation and be reflective of the communities served.

E. The Cultural Competency Training Program shall be broad and in-depth, and address issues such as race, ethnicity, gender, age, disability, religion, gender expression and sexual orientation.

F. Scenario-based training shall include topics of racism and racial profiling.

G. Scenario-based training shall be reflective of actual incidents or situations between the community and the Department.

H. The Cultural Competency Training Program will include a component devoted to police officer professionalism independent of personal beliefs or attitudes.

I. The Cultural Competency Training Program will also include police officer safety, customer service, youth/police relations, cultivating positive cross-cultural relationships, mediation and negotiating conflict and life threatening situations.

J. Members of MCPCR agree to participate in the Department's on-going Cultural Competency Training Program. This includes but is not limited to:

1. Review of training curriculum.
2. Observation and evaluation of training sessions.
3. Periodic evaluation of training outcomes.
4 Periodic meetings with Department staff involved in the development of the Cultural Competency Training Program to discuss the content, status and direction of the program.

## IV. Committee on Customer Service

The Department will implement policies and procedures that contribute to customer satisfaction and assist the department in managing its interactions with residents of the City of Milwaukee and neighboring municipalities.

A. The Department will provide to all Milwaukee Police Department personnel customer service training which includes techniques that have proved effective in professional service fields. The Department agrees that the customer service training will be conducted within the Cultural Competency Training Program.

B. The MCPCR will work to install a system by which residents who enter district stations may take a number for service. Officers will be encouraged to introduce themselves and attempt to address the residents by name.

C. Contingent upon approval of the City Attorney's Office, the Department will consider partnering with a local financial institution to install ATM machines in the lobby of local police district stations.

D. The Department intends to install pertinent signs in each police district station that will be printed in the English, Spanish and Hmong languages. The MCPCR will provide multi-lingual translations of the signs.

E. The MCPCR will work to develop a Customer Service Survey to give the public the opportunity to provide feedback on the quality of service they receive. Surveys will be made available at the front counter of each police district station. The surveys shall also be available on the Department web page (www.milwaukeepolice.org). A public relations campaign will be conducted to inform the public that these surveys are available. The Customer Service Survey will be available in multi-lingual format with translation services provided by the MCPCR.

F. The Department and the Fire and Police Commission will continue to provide citizen complaint forms along with multilingual pamphlets on how to file citizen complaints.

G. The Department will develop an Early Intervention Program (EIP) to identify and evaluate police officers based on a variety of criteria. If a pattern of inappropriate behavior is detected, efforts will be made to provide additional training or counseling to the officer. If remedial measures are ineffective, the Department will take appropriate disciplinary action to address the situation. The development of the EIP is contingent upon adequate funding.

H. Police personnel will be encouraged to carry business cards and to provide them to residents when requested.

I. In conjunction with community-based groups, the Department will consider developing an annual Community Quality of Life Survey to identify areas of concern in each neighborhood. The survey and the results will be available in multiple languages.

J. The MCPCR will encourage the City's Department of Public Works to install in each district vending machines that dispense over-night parking permits, in each police district station.

K. Police districts shall continue to hold regularly scheduled meetings with the community organizations, faith-based organizations, business organizations and other such stakeholder

groups in each district to discuss issues important to the maintenance of positive police/community relations. These meetings shall include district level "Compstat" (Computer Crime Trend Analysis) as well as consideration of possible neighborhood flash points and issues and incidents that involve Department personnel and residents within the district.

L. Each police district, in collaboration with its stakeholder groups, will develop an asset map of the district. This map would include positive assets as well as challenges that face each district, and would be available to police officers in each police district.

M. In the event of escalating tension in a particular police district, local stakeholder groups, interested members of the MCPCR, and the district captain will meet as soon as possible to discuss citizen concerns.

N. The commanding officer of each police district and members of the MCPCR will encourage representatives of the various stakeholder groups to apply to attend the Citizen's Police Academy.

O. The MCPCR will host a gathering of MCPCR members and community stakeholder groups with new police recruits during their training at the Police Academy to foster positive working relationships.

## V. Committee on Use of Force: Policy, Procedures and Equipment

The Department has adopted and agrees to continue use-of-force policies that will improve public safety, public trust, safeguard police officers, and address the concerns of some citizens that excessive force is used against particular community members.

A. The Department shall actively review, evaluate, and consider non-deadly force systems.

B. The Department shall continue to ensure that all officers receive training on how to deal with individuals exhibiting impaired behavior, including those with mental health issues and/or drug and alcohol use. The Department shall regularly supply all police officers with updated information and training on issues of impairment.

C. The Department will strongly enforce its current policy that police officers shall not shoot at or into cars in an effort to prevent an escape. Police officers shall continue to be trained, at or above current levels, to avoid situations in which they would find themselves in the path of a moving vehicle. If a vehicle poses a threat to the life of an officer or another person, an officer is justified in using the force necessary to stop the threat.

D. Contingent upon adequate funding, the Department will develop an Early Intervention Program (EIP) to identify and evaluate police officers on an ongoing basis by examining a variety of factors including the circumstances surrounding use of force incidents. If a pattern of inappropriate behavior is detected, efforts will be made to provide additional training or counseling to the police officer. If remedial measures are ineffective, the Department will take appropriate disciplinary action to address the situation.

E. The Department will provide MCPCR with aggregate data pertaining to use of force incidents to the extent permitted by Open Record Laws, and other applicable laws.

F. The MCPCR will attempt to conduct more community outreach and training programs focused on how to interact with police officers. The constituent members of the MCPCR are encouraged to organize such programs at community-based facilities. The Department will develop videos or CD's (for adults and for youth) on appropriate police/public interaction.

G. The Department will strongly enforce its current policy that firearms should not be used to effect the capture of an individual attempting to escape, unless there is substantial risk that the person to be arrested will cause death or serious bodily injury to the officer or another person if the arrest is delayed. The Department policy shall be periodically reviewed during in-service training.

H. Following the conclusion of investigatory and legal proceedings arising from an incident that upsets a segment of the community, the Department will, where appropriate, attempt to issue a public report on the incident and discuss the incident's possible effect on the Department's policy and/or training. The MCPCR may provide recommendations on how such incidents could be handled in the future.

I. The MCPCR will issue an annual report to the public. Possible report topics include (1) implementation of MCPCR recommendations; (2) summary of use of force incidents; (3) Department training initiatives; (4) community outreach efforts; (5) new non-deadly force systems reviewed and (6) identification of police officers who received commendations in the line of duty.

## VI. Committee on Youth Relations

The involvement of a broad cross-section of Milwaukee's youth in the MCPCR and its committees is critical for the consideration of youth-related issues. The Committee on Youth Relations will attempt to involve representative youth from as many communities as possible and encourage these youth to actively work within the various MCPCR committees.

A. As part of the cultural competency training program, the Department agrees to provide youth-relations training, with a particular emphasis on working with urban youth, to be developed and implemented in collaboration with youth, youth-serving organizations and interested members of the MCPCR.

B. The MCPCR will encourage the creation of regular opportunities, such as Police Explorers and the Police Athletic League, for off-duty police officers and youth to convene in neighborhood and community settings for the purpose of making connections and improving relations with police and youth. Police unions will encourage involvement of their members in such organizations.

C. The Department will offer opportunities for youth to learn about law enforcement and police work via the development of a Youth Citizen's Police Academy.

## VII. Term of the Agreement

This Agreement is intended to be a document of indefinite duration. Members of the MCPCR may meet as needed, but they shall meet not less than twice a year. All provisions of this Agreement may be modified by a consensus of all the members of the MCPCR. Committees of the MCPCR shall remain in existence unless all issues that are to be addressed by a Committee have been resolved. The MCPCR has the authority to create new committees to address issues that may arise in the future. New organizations and groups can be added to the MCPCR by the consensus of existing members. At one meeting each year, the MCPCR shall meet to review the accomplishments of the MCPCR as well as outstanding issues.

## VIII. Dispute Resolution

In the event of a purported breach of this Agreement or in the event of a dispute between members of the MCPCR arising under this Agreement, the parties agree to engage in alternate dispute resolution as follows:

If any member of the MCPCR believes this Agreement has been breached or a dispute arises between the parties, which either party believes should be addressed by the terms of this Agreement, the aggrieved party shall give written notice to the other party concerning the nature and basis of the complaint. Within twenty-one (21) days from the date notice is given, the party to whom notice was given must contact the other party and schedule a face-to-face meeting between the parties. The first face-to-face meeting between the parties must be scheduled and occur within twenty-eight (28) days from the date notice is given unless otherwise agreed to by the parties involved. The parties may meet as often as they feel they may need to in order to come to a resolution.

At any time after the first face-to-face meeting, any party may give other parties to the dispute written notice of its desire to have the dispute mediated. A notice seeking mediation shall terminate any face-to-face meetings without mediation. Upon receipt of the notice seeking mediation, the parties agree to secure the neutral dispute resolution service of the Community Relations Service of the United States Department of Justice ("CRS") to mediate the issues in dispute. The first meeting of mediation must proceed within twenty-eight (28) days from the date the notice demanding mediation is given, assuming the CRS can meet within that timeframe, or until such reasonable time (a maximum of 56 days) as the CRS is available. After the expiration of fifty-six (56) days, if no mediation has occurred, either Party may elect to invalidate the Agreement and its terms.

## IX. Consummation and Signatories

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this _____ day of May, 2005 and the signatories hereto personally represent that this agreement is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

**Milwaukee Police Department** By: _____

MCPCR Member Organizations listed in Alphabetical Order:

**American Jewish Committee-Milwaukee Chapter** By: _____

**Council for the Spanish Speaking** By: _____

**Federation for Civic Action** By: _____

**Jerusalem Missionary Baptist Church** By: _____

**Hmong American Friendship Association** By: _____

**Interfaith Conference of Greater Milwaukee** By: _____

**Islamic Society of Milwaukee** By: _____

**Metcalfe Park Mercy Memorial Baptist Church** By: _____

**Metcalfe Park Residents' Association** By: _____

**MICAH (Milwaukee Intercity Congregations Allied for Hope)** By: _____

**Midtown Neighborhood Association** By: _____

**Milwaukee Branch of the NAACP** By: _____

**Milwaukee Fire and Police Commission** By: _____

**Milwaukee Police Association** By: _____

**Milwaukee Police Supervisors' Organization** By: _____

**Milwaukee Lesbian, Gay, Bisexual, And Transgender Community Center** By: _____

**Milwaukee Urban League** By: _____

**St. Timothy Church** By: _____

**Sherman Park Community Association** By: _____

**South East Oneida Tribal Services** By: _____

**Spotted Eagle Inc.** By: _____

**Urban Underground** By: _____

**United Migrant Opportunity Services, Inc.** By: _____

**Witnessed by:**

_____

**Arthur Scheuber, Marquette University**

_____

**Tom Barrett, Mayor, City of Milwaukee**

_____

**Kenith R. Bergeron, U.S. Department of Justice, Community Relations Service**

# APPENDIX A

This agreement is the result of voluntary mediation between the above mentioned parties and is not a result of duress, coercion or undue influence; nor is anything in the agreement to be constituted as a judgment against either party or is an admission of guilt or wrong doing.

Because this Agreement is not court mandated, it is also entirely voluntary on the part of the Department and any board, commission, or agency of the City of Milwaukee. Though agreed to by current signatories, it may not be construed as imposing any binding or continuing obligations upon these entities beyond the good faith agreements. Nothing in this Agreement shall be construed to mean that at the current time the Department is not undertaking, providing, or implementing any of the activities, programs, or policies described in this Agreement.

This Agreement is subordinate to any rights or obligations that the parties may have to one another pursuant to law or to collective bargaining agreements. None of the parties has waived any rights by participating in the MCPCR or by signing the Agreement.

In the spirit of resolving all concerns in a manner that could assist in building trust and long-term cooperation, the parties will make a good faith effort to notify the other parties prior to terminating participation under the terms of this Agreement.