

**NINTH ENFORCEMENT REPORT ASSESSING
SETTLEMENT AGREEMENT
IMPLEMENTATION BY MIAMI POLICE DEPARTMENT**



March 13, 2020

I. INTRODUCTION

In March 2016, the United States Department of Justice (DOJ) and the City of Miami (City) and the City of Miami Police Department (MPD) entered into a Settlement Agreement (Settlement Agreement or Agreement) with the goal of ensuring that police services are provided to all members of the City of Miami in a manner that complies with the Constitution and laws of the United States. The City and DOJ jointly selected Jane Castor as the Independent Reviewer, responsible for assessing the implementation of the Settlement Agreement and providing periodic reports assessing MPD's compliance with the Agreement. Ms. Castor published eight periodic reports, covering periods from March 2016 through May 2019.¹ The Settlement Agreement importantly requires MPD to reach substantial compliance with each provision of the Agreement and maintain compliance for a one-year period before DOJ and the City would agree to terminate the Settlement Agreement.²

In August 2019, Ms. Castor transitioned out of the role as Independent Reviewer.³ The City and MPD agreed that DOJ would take over the role of monitoring the implementation of the Settlement Agreement and issuing periodic reports during the sustained-compliance period. After Ms. Castor issued her August 2019 report, representatives from the Civil Rights Division participated in an onsite visit in September 2019, meeting with MPD's Executive Staff and members from its Investigative, Professional Compliance, Specialized Operational, and Internal Affairs Sections. DOJ also began reviewing documents and materials that MPD provided, including: policies and procedures; training records, including lesson plans and training bulletins; body-worn cameras updates; management and supervision of its specialized units; Firearms Review Boards reports; High Liability Review Board reports; and Internal Affairs summaries, including disciplinary reports.

DOJ also met with the Civilian Investigative Panel (CIP) and attended the September 2019 Community Advisory Board (CAB) meeting, answering questions regarding the status of the Settlement Agreement, discussing DOJ's role during enforcement of the Settlement Agreement, and providing updates on the frequency of periodic reports.

Additionally, DOJ met with Chief Jorge R. Colina to discuss the measures that MPD has taken to implement the requirements of the Settlement Agreement, and MPD's continued

¹ Independent Reviewer Jane Castor issued periodic reports in January 2017; May 2017; November 2017; May 2018; September 2018; January 2019; May 2019; and August 2019.

² See Memorandum of Agreement at Paragraph 92(a).

³ In April 2019, Ms. Castor was elected Mayor of the City of Tampa, Florida, assuming office in May 2019.

commitment to ongoing improvement. We appreciate Chief Colina's leadership and his staff's collaborative and accommodating approach during the site visit. We also would like to thank community stakeholders who met with us and provided invaluable feedback on MPD's enforcement efforts.

II. OPERATIONAL DEFINITIONS OF COMPLIANCE

Section VIII of the Settlement Agreement provides guidance on the differing compliance ratings that have been used to assess and report on MPD's implementation efforts for the past 30 months.⁴ In assessing these efforts, we used the following compliance ratings to describe MPD's efforts during this rating period, which covers June 2019 through September 2019:

- **Substantial Compliance:** Indicating that the City has achieved compliance with most or all components of the relevant provision of the Agreement;
- **Partial Compliance:** Indicating that the City has achieved compliance on some of the components of the relevant provisions of the Agreement, but significant work remains; and
- **Non-Compliance:** Indicating that the City has not met most or all of the components of the Agreement or the relevant provision has not been audited yet.

The Independent Reviewer concluded that MPD achieved substantial compliance with each provision of the Agreement as of May 2019.⁵ Upon assuming responsibility for monitoring the Agreement, DOJ independently evaluated each provision to confirm the substantial compliance rating and identify remaining areas of concern. As set forth in detail below, we have determined that MPD has maintained substantial compliance with the Agreement during this rating period. If MPD maintains substantial compliance going forward, in June 2020 the Department will satisfy the Agreement's requirement that substantial compliance be maintained for one full year. We plan to evaluate MPD's efforts again in March 2020. After we complete our evaluation, we will issue a report assessing whether substantial compliance has been maintained and, if so, whether the Agreement should be terminated pursuant to its terms.

⁴ See Memorandum of Agreement at Paragraph 67(a-c).

⁵ See Independent Reviewer's 8th Report at 4.

III. ANALYSIS OF MPD'S COMPLIANCE TO DATE

<u>Settlement Agreement Areas</u>	<u>Status of Compliance</u>
POLICY REVIEW/IMPLEMENTATION	Substantial Compliance
1. Revision and Development (Paragraphs 27, 29)	Substantial Compliance
2. Action Plan (Paragraph 28)	Substantial Compliance
3. Training (Paragraph 30)	Substantial Compliance
OFFICER INVOLVED SHOOTINGS	Substantial Compliance
1. Administrative Investigations (Paragraphs 33, 34, 35, 36, 37)	Substantial Compliance
2. Firearms Discharge Review Board (Paragraphs 32, 40)	Substantial Compliance
3. Incident Tracking System (Paragraph 38)	Substantial Compliance
4. High Liability Review Board (Paragraph 39)	Substantial Compliance
SUPERVISION	Substantial Compliance
1. Oversight (Paragraphs 41, 46, 47)	Substantial Compliance
2. Span of Control (Paragraphs 41, 42, 43, 44, 45)	Substantial Compliance
SPECIALIZED UNITS	Substantial Compliance
1. Assignment Criteria (Paragraph 48)	Substantial Compliance
2. Specialized Unit Operations (Paragraph 49)	Substantial Compliance
3. Oversight (Paragraph 50)	Substantial Compliance
TRAINING	Substantial Compliance
1. DOJ Training (Paragraph 53)	Substantial Compliance
2. Firearms Training (Paragraph 54)	Substantial Compliance
3. In-Service Training (Paragraphs 55, 56, 57, 58)	Substantial Compliance

COMMUNITY OVERSIGHT	Substantial Compliance
1. Community Advisory Board (Paragraphs 59, 60, 61, 62, 63)	Substantial Compliance
POLICY REVIEW/IMPLEMENTATION	Substantial Compliance
1. Revision and Development (Paragraphs 27, 29)	Substantial Compliance
2. Action Plan (Paragraph 28)	Substantial Compliance
3. Training (Paragraph 30)	Substantial Compliance

A. POLICY REVIEW/IMPLEMENTATION

The Independent Reviewer found MPD in compliance with this section of the Agreement in her final report.⁶ During this rating period, MPD has maintained substantial compliance with this Section of the Agreement.

MPD has long had a five-member Policy Review Committee (PRC). This committee has been responsible for reviewing and approving policies where MPD identifies an internal need, a change in case law occurs, or national best practices require modifications of practices. The PRC is comprised of three Assistant Chiefs, a Police Legal Advisor, and the Professional Compliance Section Commander. MPD’s Training Director is an ex officio member of the PRC, addressing issues related to policies, training, tactics, or equipment. As set forth below, from June to September 2019, the PRC reviewed several policies MPD sought to update and followed appropriate procedures to ensure these policies comported with the Agreement.

1. Revision and Development

MPD is required to develop and implement policies consistent with the constitution and best practices. *See* Agreement at ¶¶ 27, 29. MPD is also required to ensure that its agency-wide policies comport with the requirements of the Settlement Agreement. *Id.* During this reporting period, MPD submitted six Departmental Orders for review and approval: Departmental Order 1.11 (Rules and Regulations); Departmental Order 2.1 (Internal Affairs Section); Departmental Order 2.2 (Internal Investigations); Departmental Order 2.5 (Early Intervention-Tracking System); Departmental Order 6.2 (Personnel Evaluations, Commendations, and Reprimands); and Departmental Order 11.11 (Crisis Intervention Team). In our review of these Departmental Orders, we note that MPD conducted self-critical reviews of these existing orders, making minor

⁶ *See* Independent Reviewer’s 8th Report at 6.

modifications that provide clearer direction to officers and civilian staff members. We further confirmed that each revised order comported with the requirements of the Settlement Agreement and MPD's agency-wide policies on use of force.

We also note that MPD submitted its proposed departmental order changes to the Civilian Investigative Panel (CIP) before it finalized these policies. The CIP is the City of Miami's civilian oversight agency; its oversight responsibilities include reviewing proposed MPD policies and procedures and making recommendations regarding those policies and procedures to the Chief of Police before MPD implements them. This collaborative approach has resulted in improved policies. MPD remains in compliance with provisions 27 and 29 of the Agreement.

2. Action Plan

The Agreement requires MPD to implement an action plan, identifying staff responsible for implementing the provisions of the Settlement Agreement. *See* Agreement at ¶ 28. MPD remains in substantial compliance with this requirement. In April 2016, MPD submitted its Action Plan, identifying staff members responsible for implementing each provision of the Agreement and describing its plan for documenting compliance with the Settlement Agreement. MPD has consistently provided updates on its plans, documenting compliance efforts since the Settlement Agreement was executed. During the past three years, MPD filed seven Self-Assessment Compliance Reports.⁷ In each of these reports, including the July 2019 Report, MPD provided detailed accounts of its enforcement efforts and identified responsible parties for ensuring that each provision of the Settlement Agreement is being implemented.

The reports thus far have been sufficiently informative to satisfy this requirement of the Agreement. We recommend that MPD continue to incorporate implementation efforts and strategies and provide greater detail regarding its efforts to comply with the requirements of the Settlement Agreement. MPD also assigned the Commander of the Professional Compliance Section to serve as the conduit between DOJ and MPD. The Commander has been an invaluable asset, coordinating document production, arranging follow-up interviews, answering questions, and serving as the face of MPD's implementation efforts. His work has helped MPD remain in substantial compliance with this provision of the Settlement Agreement.

3. Training

Under the Agreement, MPD is required to ensure that all staff receive training on any new or revised policy, procedure, or manual related to the Agreement. *See* Agreement at ¶ 30. MPD further is required to disseminate any new or revised policies related to this Agreement

⁷ MPD filed Self-Assessment Reports in July 2016; January 2017; July 2017; January 2018; July 2018; January 2019; and July 2019.

through roll call briefings and official bulletins. *Id.* Consistent with the Independent Reviewer’s assessments, we confirmed that MPD conducted agency-wide training on the provisions of the Settlement Agreement in April 2017.⁸ MPD provided course-of-business documents (sign-in logs), documenting staff members who attended the agency-wide training in 2017. In addition to the April 2017 training, MPD provided additional documentation, showing that its Training Section Commander provided Settlement Agreement training in June 2018 and January 2019 to newly promoted supervisors and other staff members – those who did not receive the April 2017 training. Lastly, we learned that MPD will continue to provide Settlement Agreement training to all new staff members, ensuring that all employees are aware of the commitment that MPD has made to continue to adhere to the provisions of the Agreement.

In addition to the above, we reviewed Chief Colina’s “Official Bulletins,” documenting notifications sent to all staff members during this reporting period, detailing policy changes and updates. The read-only notifications are sent department-wide via electronic mail to each staff member two times per week, as changes in policies, practices, or manuals are approved by the Chief of Police. MPD has committed to continue the practice of issuing bulletins and providing roll-call training on a rolling basis, ensuring that the department staff members are notified when policy changes and other updates occur within MPD. We find that MPD remains in substantial compliance with this provision of the Settlement Agreement.

OFFICER-INVOLVED SHOOTINGS	Substantial Compliance
1. Administrative Investigations (Paragraphs 33, 34, 35, 36, 37)	Substantial Compliance
2. Firearms Discharge Review Board (Paragraphs 32, 40)	Substantial Compliance
3. Incident Tracking System (Paragraph 38)	Substantial Compliance
4. High Liability Board (Paragraph 39)	Substantial Compliance

B. OFFICER-INVOLVED SHOOTINGS

In 2019, there were two incidents in which an MPD officer shot and struck a person, as well as three incidents involving accidental discharges.⁹ MPD’s investigations of the two

⁸ See Independent Reviewer’s 2nd Report at 6.

⁹ MPD had three officer-involved shootings in 2016, five in 2017, and two each in 2018 and 2019.

incidents in which a person was struck remain ongoing; once those investigations are complete, MPD will present them to the Firearms Discharge Review Board (FRB) to determine if the conduct violated MPD policy. We will review and report on these officer-involved shootings once MPD concludes its investigations and presents these cases to the FRB in our next report. During this rating period, however, MPD did fully investigate and present each of the three accidental discharge incidents to the FRB. Accordingly, we were able to review each of these incidents, MPD's investigations of those incidents, and the FRB's work. Below, we have summarized our conclusions from that review.

During this rating period we also reviewed three non-shooting incidents that were presented to MPD's High Liability Review Board. Paragraph 39 of the Agreement requires MPD to maintain the High Liability Review Board for serious uses of force and pursuits. Our review also found MPD in compliance with this requirement.

1. Administrative Investigations

The Agreement sets forth requirements to ensure officer-involved shootings are appropriately investigated. In her Seventh Report, which covered July 2018 through January 2019, the Independent Reviewer determined that MPD had not reached substantial compliance with these provisions.¹⁰ The Independent Reviewer's compliance determination was based in large part on MPD's inability to close open administrative investigations in a timely manner. In her Eighth Report, which covered January 2019 through May 2019, the Independent Reviewer revisited that conclusion and determined that MPD had achieved substantial compliance with this provision of the Agreement.¹¹ During this rating period, we reviewed several investigative files. As set forth below, these investigations were all timely, and MPD has remained in substantial compliance with these provisions.

While the Florida Department of Law Enforcement (FDLE) is responsible for the criminal investigation of all critical firearm discharges, MPD bears responsibility for other investigations. The Agreement requires MPD to ensure that officers cooperate with administrative investigations and that officers are given an opportunity to provide a voluntary statement after each shooting within 72 hours, absent exigent circumstances. *See* Agreement at ¶¶ 31-34. MPD's Use of Force and Administrative Procedures Departmental Order incorporates these requirements in policy and MPD has effectively implemented the policy in practice. MPD and its FDLE partners have consistently provided officers involved in shootings the opportunity to provide a voluntary statement after each shooting. While our review showed that officers generally did not provide voluntary statements to investigators after officer-involved shootings,

¹⁰ *See* Independent Reviewer's 7th Quarterly Report at 11.

¹¹ *See* Independent Reviewer's 8th Quarterly Report at 12.

they were given an opportunity to do so consistent with the Agreement's requirements. Files also show that officers did appear for mandatory interviews with investigators.

Under the Agreement, MPD is required to continue its efforts to complete its administrative investigations notwithstanding the potential for a criminal investigation or prosecution. *See* Agreement at ¶ 35. MPD is also required to complete administrative investigations within 180 days. *See* Agreement at ¶ 36. During this reporting period, MPD investigated three accidental shooting cases. These investigations were all completed within the 180-day deadline. In each case, MPD investigators conducted a thorough review that led to the FRB concluding that officers violated department policy.

The Agreement also requires MPD to conduct return-to-duty determinations before an officer involved in a shooting can return to active duty status. *See* Agreement at ¶ 37. In order to achieve this goal, MPD developed and implemented a Departmental Order outlining processes for assessing and determining when an officer involved in a shooting should return to active duty status. *See* Departmental Order 6.21 (Use of Force and Administrative Procedures). MPD adhered to this policy in each of the officer-involved shootings that occurred during the reporting period. Specifically, in each case, the officers involved were removed from assignment after the shooting, reassigned to administrative duty for a minimum of three days, and received counseling pending administrative reviews.

We verified that MPD provided the involved officers with refresher training before returning them to active duty as required by Paragraph 37. This training was not appropriately documented in the Chief of Police's memoranda, however, and we therefore recommend fully recording the facts and circumstances regarding return-to-duty decisions, including the specific nature of refresher trainings. Paragraph 37 also requires a post-incident briefing with FDLE following non-accidental shootings. In the three accidental discharges, however, no such briefing was required. For the two non-accidental discharges that occurred during this rating period, we will verify that MPD did hold post-incident briefings with FDLE once the investigative files are complete.

2. Firearms Discharge Review Board

Once an administrative investigation of an officer-involved shooting is completed, the incident is reviewed by the FRB. The FRB identifies violations of policy, officer-safety issues, equipment and training needs, and supervisory oversight. *See* Agreement at ¶¶ 32-40. The Independent Reviewer determined that MPD reached substantial compliance with this section of the Agreement in May 2019.¹² MPD has maintained substantial compliance with this

¹² *See* Independent Reviewer's 8th Report at 12.

requirement during this rating period. During this rating period, DOJ evaluated three accidental discharge incidents that were submitted to the Firearms Review Board (FRB) for review:

- In January 2019, an MPD officer had just completed his shift and was rearranging items in his trunk so that he could place his bullet-proof vest inside the trunk. The officer removed his AR-15 rifle from the trunk and proceeded to “clear the weapon” while in the police station parking lot. The officer reported that he pointed his weapon in a safe direction then pulled the trigger. Once he pulled the trigger, the officer fired a live round, striking a nearby tree. No civilians or law enforcement members were injured by the stray bullet. After firing the live round, the officer reported the discharge to the on-duty supervisor. MPD conducted an internal investigation, concluding there were violations of departmental orders. The FRB agreed with the internal investigation, noting that the officer demonstrated unsound judgement and failed to use due care. The officer received an 80-hour suspension.
- In May 2019, an MPD officer was standing in line at a supermarket waiting to pay for groceries. As he reached into his front pocket to retrieve money, he fired a bullet from his unholstered Glock firearm. The discharged bullet hit the ground and the fragments from the bullet struck a woman, who was standing in line in front of the officer. Miami-Dade Fire Rescue responded to the scene, treating the woman for minor injuries to her leg. MPD conducted an internal investigation, concluding that the officer violated departmental orders. The FRB agreed with the internal investigation, noting that the officer demonstrated unsound judgement and failed to use due care. The officer received a 90-hour suspension.
- In August 2019, an MPD officer fired his weapon inside his home. The officer reported that he was in his home alone practicing tactical maneuvers. The officer stated that he had a live magazine inserted in his personally owned AR-15 rifle and “muscle memory kicked in,” leading him to remove the safety off the weapon and pulling the trigger. Once he pulled the trigger, the bullet struck his hurricane-impact door and ended up lodged in a wooden fence in his backyard. The officer self-reported this incident to MPD’s Communications Unit and local police officials, as the officer lives outside MPD’s jurisdiction. MPD thereafter completed an internal investigation, concluding that the officer’s conduct violated departmental policy. The FRB agreed with the internal investigation, finding that the officer demonstrated unsound judgement and failed to use due care. The officer received a 40-hour suspension.

In each of these FRB reviews, the Board carefully evaluated the facts and circumstances surrounding each firearm discharge. In its reviews, the Board scrutinized officer conduct and

critically assessed whether the officer's actions were within policy and determined whether the need for training or policy revisions existed. We were impressed with the thoroughness of each review and the standardization of the Board's proceedings, findings, and recommendations, ensuring a consistent application of standards.

In addition to the formal discipline imposed in each of these cases, the FRB further recommended remedial training in each of these incidents. MPD's Training Section Commander participated in each review, providing insight on training failures, underscoring weapons safety, and providing input on future training needs. *See* Agreement at ¶ 40.

During the September 2019 site visit, we were invited to attend the FRB and had an opportunity to observe the post-FRB deliberative process. We were impressed with the interdisciplinary interactions between Command Staff members and the Training Division during the Board's deliberations, ultimately leading to consensus on discipline and training recommendations. The Board's reviews and recommendations illustrate a functional internal accountability system that is willing to hold officers accountable for out-of-policy conduct.

We also recommend that MPD consider updating its FRB Board assessment form to include specific sections where policy, training, tactics, and equipment recommendations are discussed so that recommendations are more clearly documented. This recommendation notwithstanding, MPD has maintained substantial compliance with this provision of the Settlement Agreement.

3. Incident Tracking System

The Agreement requires MPD to maintain a system to track officer-involved shootings. *See* Agreement at ¶ 38. This system must also enable supervisors to identify and monitor officers who engage in misconduct. *Id.* The Independent Reviewer determined that MPD had not achieved substantial compliance with this provision of the Agreement in May 2019.¹³ The Independent Reviewer's compliance determination was based on concerns related to MPD's inability to fully integrate its early intervention system. In August 2019, the Independent Reviewer determined that MPD had fully implemented a functioning early intervention system and concluded that MPD had achieved substantial compliance with this provision of the Agreement.¹⁴

We agree that MPD has developed and implemented a tracking system that complies with this requirement. *See* Departmental Order 2.5 (Early Intervention-Incident Tracking System).

¹³ *See* Independent Reviewer's 7th Quarterly Report at 10-11.

¹⁴ *See* Independent Reviewer's 8th Quarterly Report at 12.

Specifically, MPD currently uses the Blue Team Early Intervention platform “EI-ITS” to assist in identifying and monitoring officers. The current platform is configured as an online dashboard, enabling supervisors to monitor officer conduct in real time. During this reporting period, we reviewed a sampling of MPD’s quarterly assessments used to monitor officer performance thresholds. Our review showed that supervisors are using multiple sources of data to identify and monitor officer’s performance. This allows supervisors to intervene more quickly, allowing supervisors to address issues as they occur. MPD remains in sustained compliance with this provision of the Settlement Agreement.

4. High Liability Incident Review Board

During this reporting period, we reviewed three non-shooting incidents that MPD presented to its High Liability Board (HLB). MPD’s HLB serves to review and investigate particular types of incidents and address department deficiencies and make recommendations to the Chief of Police. The HLB focuses on incidents that have a potential for high liability and/or high risk or impact police professionalism. The HLB does not focus on discipline, but instead on identifying and incorporating best practices at MPD.

Under the Agreement, MPD is required to maintain a Professional Compliance Section, responsible for overseeing the HLB and reporting directly to the Chief of Police. *See* Agreement at ¶ 39. MPD remains in substantial compliance with this requirement. During this reporting period, HLB reviewed three incidents, none of which involved shootings: an officer’s deployment of an electronic control weapon during a domestic disturbance call for service; the use of a leg restraint during a violent disturbance call for service; and a vehicle pursuit that ended in a vehicle crash. In the first two cases, HLB concluded the officers’ actions were within policy; HLB concluded that the vehicle pursuit did not comply with departmental policy. We commend the Board for its thorough reviews of these high-liability incidents, and it recognizing the vast number of policy and training failures in the June 2019 incident.

The Professional Compliance Section Commander played a critical role in ensuring that materials presented before the HLB were provided to Board members in advance of each presentation and that the HLB was conducted in an orderly and comprehensive manner. Lastly, we note that the Commander reported each HLB finding directly to the Chief of Police along with the Board’s recommendations, consistent with the requirements of the Settlement Agreement.

SUPERVISION	Substantial Compliance
1. Oversight (Paragraphs 41, 46, 47)	Substantial Compliance
2. Span of Control (Paragraphs 41, 42, 43, 44, 45)	Substantial Compliance

C. SUPERVISION

Under the Agreement, MPD is required to ensure that “all supervisors, in patrol as well as specialized units, provide the close and effective supervision necessary for officers to improve as police officers; to police actively and effectively; and to identify, correct, and avoid unnecessary Critical Firearm Discharges.” *See* Agreement Section IV. In order to achieve these goals, the Agreement requires MPD to ensure that supervisors direct and guide officers appropriately; to maintain span of control (i.e., supervisor to patrol officer ratio); and to ensure that supervisors are held accountable by Department leaders for the quality and effectiveness of their supervision. *See* Agreement at ¶¶ 41-47. The Independent Reviewer determined that MPD reached substantial compliance with this section of the Agreement in August 2019.¹⁵ The Department remains in substantial compliance with this section of the Agreement.

1. Oversight

MPD has consistently implemented measures to ensure that officers understand, follow, and adhere to departmental orders and Settlement Agreement requirements. Under the Agreement, MPD is required to ensure that supervisors provide close and effective supervision. *See* Agreement at ¶ 41. During our review, we closely examined first-line supervisor oversight regarding patrol officers and members of MPD’s specialized units. We conclude that first-line supervisors were actively engaged in daily operations, including reviewing subordinates’ body-worn camera footage and responding to calls when necessary. *See* Agreement at ¶ 46. Regarding body-worn camera oversight, we reviewed records, noting that MPD disciplined 11 officers during this rating period for failing to follow body-worn camera protocols.

In addition, we conclude that MPD’s captains and lieutenants have consistently provided close supervision of first-line supervisors. MPD provided monthly Computer Statistic Meeting (COMPSTAT) data that show captains conducting monthly meetings with lieutenants and first-line supervisors. This data also confirmed that captains were counseling, advising, and providing vital information to subordinate supervisors consistent with the requirements of the Agreement. Lastly, MPD included the quality of use-of-force investigations and the effectiveness of response to uses of force and misconduct in its annual performance evaluations of captains and lieutenants. *See* Agreement at ¶ 47. We therefore conclude that MPD remains in substantial compliance with the Agreement’s requirements regarding oversight.

¹⁵ *See* Independent Reviewer’s 8th Report at 12.

2. Span of Control

Under the Agreement, MPD is required to ensure that its patrol and tactical units have a single and clearly identified supervisor. *See* Agreement at ¶ 41. MPD is also required to ensure that supervisors are not supervising more than eight officers during any given shift. *See* Agreement at ¶¶ 42-43. In our review of MPD’s staffing rosters, we observed that each patrol and specialized unit had one clearly identified supervisor for each shift. We also interviewed members from the Compliance Section, learning that MPD has mechanisms in place to ensure that officers are reassigned to another supervisor if a supervisor is expected to be on military or extended leave. *See* Agreement at ¶ 45. The staffing rosters also allowed us to conclude that MPD complied with the Agreement’s supervisor-to-officers’ ratios.

Furthermore, we learned that MPD uses its Staffing Detail to ensure compliance with the requirements of the Settlement Agreement. *See* Departmental Order 6.15 (Departmental Staffing Detail). MPD’s Staffing Detail is responsible for conducting quarterly assessments of Field Operations and Specialized Operations, ensuring that the span of control does not exceed the one supervisor to eight subordinate personnel ratios. *See* Agreement at ¶ 44. These quarterly reports are then submitted through the Labor Relations Unit to the Personnel Resource Management Section, ensuring that the span of control compliance is maintained throughout MPD. The Staffing Detail also ensures that officers are assigned to a single, consistent, clearly identifiable first-line supervisor and assesses supervisor assignments. MPD currently has 72 first-line supervisors assigned to the Patrol Division, supervising approximately 420 patrol officers. These 72 supervisors are assigned to supervise no more than eight patrol officers during any given day or shift. Similarly, we found that MPD ensured that its Investigative Support Section adhered to these same requirements. (*See* Section D., Specialized Units). We are pleased with the Staffing Detail’s monthly audits and quarterly reports to help ensure adherence to Settlement Agreement requirements.

SPECIALIZED UNITS	Substantial Compliance
1. Assignment Criteria (Paragraph 48)	Substantial Compliance
2. Specialized Unit Operations (Paragraph 49)	Substantial Compliance
3. Oversight (Paragraph 50)	Substantial Compliance

D. SPECIALIZED UNITS

1. Assignment Criteria

Under the Agreement, MPD is required to maintain eligibility criteria and selection guidelines for members assigned its Tactical Operations Section (TOS). *See* Agreement at ¶ 48.

MPD is also required to conduct quarterly audits to determine whether staffing needs are sufficient. *Id.* The Independent Reviewer determined that MPD reached substantial compliance with this section of the Agreement in August 2019.¹⁶ MPD dismantled its TOS in February 2018, reassigning many tactical elements, including Tactical Robbery Unit, Felony Apprehension Team, and Tactical Burglary to its Investigative Support Section.¹⁷ MPD's Special Weapons and Tactics (SWAT), Canine, Marine Patrol, Emergency Management, and Special Events Sections are now part of its Specialized Operations Section (SOS).

We reviewed several inter-office memoranda from various Specialized Unit Deputy Commanders to the Section Commander regarding eligibility requirements, confirming MPD's efforts in ensuring that it is closely monitoring and maintaining eligibility and selection guidelines for members of the SOS. In addition to the inter-office memoranda, we reviewed "Official Bulletins" issued by the Chief of Police, announcing "open registers" for specialized unit positions. In each open register announcement, MPD ensured that detailed criteria and requirements were listed in the announcements, allowing applicants to know what criteria and requirements MPD intended to assess during its selection process.

In addition to the above, we reviewed quarterly reports/audits, confirming command-level reviews of eligibility criteria for members already assigned to specialized units. We therefore find sustained compliance with this requirement of the Agreement.

2. Specialized Unit Operations

MPD is required to ensure that its specialized units' operating protocols are consistent with its agency-wide use of force policies. *See* Agreement at ¶ 49. The operating protocols are consistent with MPD's revised use-of-force policy. *See* Departmental Order 6.21 (Use of Force and Administrative Procedures). In our review of various operational plans, we note that MPD did a great job in providing details in the operational plans. We found these plans comprehensive and useful, enabling officers to clearly understand the situation and plan for a tactical response. Most if not all of MPD's operational plans were in a consistent format and detailed the results of the specialized deployments.

The after-action reports that we reviewed were documented in a consistent format, as required by the Agreement. There was room for improvement in some of the reports, which lacked detail.

¹⁶ *See* Independent Reviewer's 8th Report at 13.

¹⁷ *See* Independent Reviewer's 5th Report at 12-13.

3. Oversight

The Agreement prohibits SWAT units from conducting general patrol and policing functions while on specialized assignment, unless an exigency occurs. *See* Agreement at ¶ 50. MPD’s departmental policy explicitly prohibits SWAT officers from performing general patrol functions. *See* Departmental Order 12.6 (Special Threat Response Unit). MPD in fact created a SWAT checklist (activations request form) that is used whenever any SWAT action is requested. The checklist is a preliminary form designed to assess risk factors and provide information to supervisors. We found completed checklists for every SWAT activation that we reviewed during this reporting period, indicating that MPD is consistently using this tool in practice. During this rating period, MPD used its SWAT units for specialized deployments, and did not use any of its SWAT units for conducting general patrol and policing functions. We therefore find that MPD complies with these requirements of the Agreement.

TRAINING	Substantial Compliance
1. DOJ Training (Paragraph 53)	Substantial Compliance
2. Firearms Training (Paragraph 54)	Substantial Compliance
3. In-Service Training (Paragraphs 55, 56, 57, 58)	Substantial Compliance

E. Training

1. DOJ Training

The Agreement required MPD to provide initial Settlement Agreement Training by March 2017 and training at least annually thereafter. *See* Agreement at ¶ 53. The Independent Reviewer found that MPD completed this requirement before the March 2017 deadline, and it continues to ensure that officers receive training at least annually.¹⁸

2. Firearms Training

MPD is also required to conduct firearms training at least annually. *See* Agreement at ¶ 54. Officers are required to qualify with each agency-approved weapon, including their agency-issued sidearm, rifle and/or shotgun, and secondary weapons during the weapons qualification phase. During this reporting period, we confirmed that MPD ensured that officers qualified on agency-approved weapons.

¹⁸ *See* Independent Reviewer’s 5th Report at 13.

3. In-Service Training

MPD currently requires every officer, sergeant, lieutenant, captain, and reserve and auxiliary officer to attend Miami Agreement Training (MAT) annually, which comports with Paragraph 55 of the Agreement. MPD began its annual MAT training in July 2019 and is currently providing training to officers on a rolling basis, likely to conclude in May 2020. The three-day training program is offered bi-weekly, totaling 27 hours of range firing, classroom instruction, and reality-based scenarios. Required subject areas include deadly force and use-of-force training, focusing on Fourth Amendment updates and changes in state and local law; instruction on Controlled-Electronic Weapons; crisis intervention and mental health training; de-escalation training and techniques; defensive tactics; critical casualty care; and computer-simulated training involving active shooters, emotionally disturbed persons, and domestic violence. Officers are required to qualify with each approved weapon as part of the training program. During this rating period, we reviewed training materials to ensure they comport with the Agreement.

In addition to annual MAT training, the Settlement Agreement requires MPD to provide supervisory training for all new supervisors before they assume supervisory responsibilities. MPD is also required to ensure that every supervisor completes supervisor-specific training annually. *See* Agreement at ¶¶ 55-58. In January 2019, MPD began providing Miami Agreement Supervisory Training (MAST) to supervisors, holding the rank of sergeant up to captain during this reporting period. The 40-hour course covered the following topics: first responder integrated tactical training; critical incident management; de-escalation ethics; use of force & investigating misconduct; body-worn camera training; processing and preserving crime scenes and forensic evidence; and completing performance evaluations. MPD provided training records confirming that newly promoted supervisors received initial training after being promoted and that MPD provided annual training to all other supervisors between January and April 2019. MPD also provided training materials, which we reviewed to ensure content was consistent with Agreement requirements. We therefore conclude that MPD complies with these requirements of the Agreement.

COMMUNITY OVERSIGHT	Substantial Compliance
1. Community Advisory Board (Paragraphs 59, 60, 61, 62, 63)	Substantial Compliance

F. COMMUNITY OVERSIGHT

1. Community Advisory Board

Under the Agreement, the City and MPD are required to create a community oversight board aimed at addressing community concerns and promoting greater transparency within

MPD. *See* Agreement at ¶ 59. In April 2016, the City of Miami created a 13-member Community Advisory Board (CAB).¹⁹ Unlike the City of Miami’s Civilian Investigative Panel (CIP) discussed above – which has responsibility for conducting investigations and making factual findings related to police misconduct – the CAB is designed to serve as a conduit between MPD and the Miami community. Specifically, the CAB serves in an advisory role, assisting in improving community relations; establishing community public safety priorities; and providing the community information related to the Settlement Agreement; and serving as a conduit to convey community concerns to MPD. The CAB has conducted monthly meetings and scheduled trainings on a variety of police-related issues.

In August 2019, the Independent Reviewer determined that MPD reached substantial compliance with its obligations to support the CAB.²⁰ In addition to requiring the creation of this body, the Agreement also requires the City and MPD to participate in CAB meetings, ensure that the CAB has reasonable administrative support, and ensure that the CAB’s reports are posted on MPD’s website. *See* Agreement at ¶¶ 60-63. The CAB held its first meeting in August 2016, and MPD has consistently participated as needed. The Assistant Director of the CIP, Rodney W. Jacobs Jr., functions as the City of Miami’s liaison with the CAB. In this role, Assistant Director Jacobs performs administrative and organizational duties for the CAB. The City has also created a CAB link on its public website, allowing members and community stakeholders easy access to CAB reports and other services that the CAB may have available.

DOJ attended the September 2019 CAB meeting. During this meeting, we discussed our role moving forward and answered questions that the CAB had concerning the status of enforcing the Settlement Agreement and the frequency of assessment reports. Justin Pinn is the current Chair of the CAB, and he continues to work tirelessly with MPD to address community concerns and help MPD meet community expectations. Consistent with the Independent Reviewer’s assessments, we confirm that the City and MPD maintain compliance with these provisions of the Settlement Agreement.

IV. CONCLUSION

MPD has maintained sustained compliance with each provision of the Settlement Agreement during the rating period. We will evaluate MPD’s efforts again in March 2020. After we complete our evaluation, we will issue a report assessing whether MPD has maintained substantial compliance and, if so, whether the Agreement should be terminated under its terms.

¹⁹ *See* Independent Reviewer’s 1st Report at 30.

²⁰ *See* Independent Reviewer’s 8th Report at 14.