



**Effective
Law Enforcement
for ALL**

PROPOSAL FOR INDEPENDENT EVALUATOR

CITY OF MINNEAPOLIS

 www.ele4a.org

 [@elefaorg](https://www.instagram.com/elefaorg)

 outreach@ele4a.org



**Effective
Law Enforcement
for ALL**

INTRODUCTORY LETTER

To The City of Minneapolis, the Minnesota Department of Human Rights, the Minneapolis Police Department and the Minneapolis Community,

Effective Law Enforcement For All (“ELEFA”) is proud and excited to submit this proposal to serve as Independent Evaluator (Evaluator) of implementation and compliance with the requirements of the Settlement Agreement and Order between plaintiffs the State of Minnesota and the Minnesota Department of Human Rights and defendant City of Minneapolis (“the Agreement”). ELEFA is a 501(c)(3) non-profit formed to educate and empower the public to engage with their police departments to articulate, adopt, and implement law enforcement that is safe and effective for police and the communities they serve. More information concerning our mission and our work can be found on our website, www.ele4a.org.

ELEFA was born of the experience, lessons and insights gained working as the Judicially appointed monitors of the Consent Decree between New Orleans and the Department of Justice (DOJ) ordering wholesale reform of the New Orleans Police Department’s (NOPD’s) policies, training, practices, supervision, and accountability concerning the same issues as are addressed in the Agreement. In the course of our work we came to appreciate that the elements of safe and effective policing are not a mystery—they are embodied in consent decree requirements—but they are too often a secret to the public. We recognize by bringing transparency to policing practices, consent decrees can create the conditions for collaborative reform between the public and their police departments. See Douglass, D., “Department of Justice Consent Decrees as the Foundation for Community Initiated Collaborative Police Reform.” *Police Quarterly*, 0() 1-15 (2017) (available at [Consent Decrees as Foundation for Community-Initiated Police Reform.pdf \(sheppardmullin.com\)](https://sheppardmullin.com/Consent-Decrees-as-Foundation-for-Community-Initiated-Police-Reform.pdf))).



Effective Law Enforcement for ALL

As described in this proposal we have partnered successfully with Orlando, Florida, and Montgomery County, Maryland on voluntary, collaborative initiatives to reimagine policing in their respective communities. We are currently developing a platform that will empower individuals nationwide to initiate collaborative police reform. In October, convened a national conference dedicated to collaborative police reform. See [ELEFA Collaborative Reform Agenda](#).

It would be a privilege to partner with the Minneapolis community, its police department, and the State of Minnesota to reimagine law enforcement for all the members of the Minneapolis community. We believe our mission honors the legacy of George Floyd, whose preventable murder ignited a nationwide movement to reform law enforcement culture, policies, and practices to increase public safety by replacing a warrior culture with a guardian culture, de-center violence as a practice, recognizes and uplifts each individual's humanity and values proactive community participation to prevent crime. We would dedicate our efforts to supporting the Parties' and the Minneapolis community's commitment to achieving police services that are safe, effective, and procedurally just, as expressed in the Agreement. Consistent with our mission we will be accessible to the community, uplift its voice, and ensure it has meaningful involvement in the Agreement's implementation

We appreciate the time you will take reviewing our proposal. Of course, we will be happy to address any questions you may have or provide additional information you need. We recognize this submission is just the beginning of the selection process.

On behalf of our team we wish you well as you begin this exciting and promising undertaking. Sincerely,

David L. Douglass
President,
Effective Law Enforcement For All



Effective Law Enforcement for ALL

Table of Contents

I. Executive Summary	2
A. Introduction	2
B. Summary of Proposal	3
II. Methodology	6
III. Collaboration	10
IV. Scope of Services	11
A. First 30 Days	11
B. Thirty to Sixty Days	12
C. Sixty to Ninety Days	12
D. Assessment of Implementation Progress. (RFP, ¶ 19.)	13
E. Progress Reviews. (RFP, ¶ 20.)	13
F. Annual Community Evaluations. (RFP, ¶ 21.)	14
H. Technical Assistance (RFP, ¶ 21. b.)	16
I. Communication with the Parties (RFP, ¶ 21. c.)	16
J. Communication with Community Members (RFP, ¶ 21. d.)	16
K. Communication with MPD Officers (RFP, ¶ 21. e.)	17
L. Publicly Posted Information (RFP, ¶ 21. f.)	17
M. Termination Evaluation. (RFP, ¶ 21. g.)	18
V. Experience and Capacity	18
VI. References	21
VII. Personnel Listing	22
Leadership Team:	23
Team Leads and Members	26
VIII. Budget (RFP, ¶ 23.)	28
IX. Conflict of Interest/Code of Ethics	30
X. Conclusion	30

I. Executive Summary

A. Introduction

We submit this proposal to assist the Minneapolis community work together to achieve an agreed upon system of policing by the Minneapolis Police Department that reflects the priorities, expectations and values of the Minneapolis community, which includes the police and the public, as reflected in the parties Minnesota Department of Human Rights v. City of Minneapolis Settlement Agreement and Order (the Agreement). We understand that the Agreement reflects approaches adopted in previous consent decrees and the concerns of the public and the police, which are reflected in the MDHR reports on [Community Engagement](#) and [Themes from MPD Officer Focus Groups, respectively](#).

As set forth in this proposal we offer an experienced, multi-disciplinary, diverse team that has worked with law enforcement agencies and communities nationwide under consent decrees and through self-initiated reform initiatives to implement meaningful change. When it comes to police reform and consent decrees our team has “walked the talk” as consent decree monitors and as leaders of police departments under consent decrees. We have experienced and successfully navigated the challenges presented by consent decrees and community led collaborative reform initiatives.

Our team will be led by **David Douglass** and **Michael Harrison**. Since 2013 David has served as Deputy Monitor for the Consent Decree between the Department of Justice and the city of New Orleans calling for reform of the New Orleans Police Department (the NOLA Consent Decree), and co-founder and President of [Effective Law Enforcement for All](#), a 501(c)(3) non-profit whose mission is to promote collaborative reform between police and the public. Michael most recently served as Commissioner, Baltimore Police Department and prior to that Superintendent of the New Orleans Police Department. Michael is the only police chief in the nation that has led two police departments under Consent Decrees. He is widely acknowledged to have led the transformation of those departments. Together Michael and David represent and appreciate the roles, perspective, and challenges of the monitored department and the monitor. David and Michael reflect ELEFA’s philosophy: Shared, sustainable policing practices that are safe, effective, respectful and procedurally just are best achieved when the public and law

enforcement partner as equals. We have assembled a team with the demonstrated ability to achieve this goal. In short, we have walked this path before.

The Agreement makes clear the parties' recognition that community trust in its police department is essential to safe, effective, and procedurally just law enforcement. We have experience engaging the community in the reform process. As monitors for the New Orleans Consent decree, we convened public meetings to explain and update the community concerning the Consent Decree's requirements, the NOPD's progress toward achieving compliance, receiving the community's input and answering their questions. Additionally, as explained in this proposal, we partnered with communities in Orlando, Florida and Montgomery County, Maryland to reimagine the delivery of police and public safety services in their communities through a collaborative process in which the public and the police were given equal voice to articulate a vision for safe and effective Public safety services in their respective communities. That same approach will characterize our work with the Parties, the MPD, and the Minneapolis community.

It is our experience that the fastest and most cost efficient path for change is for the parties to own the process. Our role is to follow their lead, providing review, approval, and, where appropriate, recommendations to facilitate implementation of the Agreement. The role of the Independent Evaluator ("IE") is an important but limited one. It is to serve as an honest broker and coach, responsible for holding the Parties accountable for meeting their obligations under the Agreement and ensuring that the public is given voice and agency in the process. It is not our role, however, to substitute our judgment, opinions, or preferences for the Agreement's requirements.

B. Summary of Proposal

1. Methodology

As explained below, we adopt a program management approach that clearly delineates the Agreement's requirements, the Parties' responsibilities, the applicable elements, the criteria for measuring compliance, and agreed-upon deadlines. We will meet regularly with the Parties to track their progress toward compliance (RFP, ¶ 21. c.). Our approach to evaluating compliance consists of (1) evaluating policies and training against the Agreement's requirements and generally accepted practices, (2) measuring compliance against quantitative and qualitative

measures, including, as appropriate, interviews, document review, data analysis, and statistical sampling. We will ensure the Parties are informed in advance of our criteria for measuring compliance. Through regular meetings, our website and report, we will keep the public apprised of the Parties' progress toward implementation (RFP, ¶ 21. c., f.).

2. Collaboration.

Collaboration is core to our mission and our model. The Agreement and Consent Decree are simply a means to achieving and sustaining police services that promote public safety through lawful, professional, effective, and procedurally just practices. We believe that to achieve and sustain meaningful reform all constituencies are entitled to a seat at the reform table. Through the practices described below, we will strive to ensure that the Minneapolis community is part of the Implementation process and we will work to strengthen the ties between the police and the communities they serve.

3. Scope of Services.

Our team possesses the expertise and ability to fulfill all the requirements of the Agreement. We propose to provide the full range of services set forth for the IE in the RFP, including; (1) review and approval of policies and training; (2) evaluating the MPD's practices to ensure they are lawful, safe, effective, non-discriminatory, and procedurally just; (3) evaluating compliance according to established criteria; and (4) promoting community engagement through regular community meetings, meetings with community groups and individuals as requested, disseminating our reports and updates on our website and through other communication channels as approved by the Parties.

4. Experience and Capacity. (RFP, ¶ 22.)

Our IE and key members of our team have served as monitors for the New Orleans Consent Decree, one of the most wide-ranging DOJ pattern and practice consent decrees entered to date. In that capacity, we reviewed and approved policies. At NOPD's request, we provided extensive technical assistance to its efforts to draft policies that provided clear guidance to its members concerning permissible and prohibited conduct. We have deep and demonstrative

experience evaluating, supporting and guiding policing reform efforts in each of the subjects addressed in the Agreement.

5. References

We offer two references, are prepared to offer more, and encourage the evaluators to contact others with whom our team and its members have worked.

6. Personnel Listing.

Our team members' breadth of experience will allow us to use a cross-functional approach, often pairing a law enforcement perspective with public perspective. This approach will also promote efficiency, cost-effectiveness. Thus, while we expect to assign tasks and responsibilities based on the results of our 90 day evaluation period and specific tasks and needs as they arise, the following table summarizes our initial designation of Team Leads along with additional subject matter expertise they will contribute to our work. Below, find a table outlining personnel and their respective roles is provided at Section VII. See Appendix 2. for more information on team members.

7. Budget.

As noted below, we agree that our services will not exceed \$1.5 million/year (RFP, ¶ 23.) subject to the limitations set forth below. Find a detailed breakdown of the first year’s budget estimate and forecasts for subsequent years:

	Year 1 Month 1	Year 1 Month 2	Year 1 Month 3	Year 1 Month 4	Year 1 Month 5	Year 1 Month 6	Year 1 Month 7	Year 1 Month 8	Year 1 Month 9	Year 1 Month 10	Year 1 Month 11	Year 1 Month 12	Totals by Category
Detailed Budget , Year 1													
Senior Team Lead Trips	4	3	2	3	1	3	0	0	2	0	0	4	22
Senior Team Lead Days on Site	15	12	7	12	4	12	0	0	8	0	0	15	85
Senior Team Lead Hours (On site & remote)	160	110	130	135	115	145	90	90	130	60	70	140	1375
Team Member Trips	1	1	0	8	2	4	0	1	2	0	1	2	22
Team Member Days on Site	4	4	0	32	7	14	0	4	8	0	4	8	85
Team Member Hours (On site & remote)	156	126	128	330	190	230	160	210	220	150	200	250	2350
Project Manager Trips	0	0	0	1	0	0	0	0	0	0	0	0	1
Project Manager Days on Site	0	0	0	3	0	0	0	0	0	0	0	0	3
Project Manager Hours (On site & remote)	70	70	70	70	70	70	70	70	70	70	70	70	840
Travel Cost	\$ 2,500	\$ 2,000	\$ 1,000	\$ 6,000	\$ 1,500	\$ 3,500	\$ -	\$ 500	\$ 2,000	\$ -	\$ 500	\$ 3,000	\$ 22,500
Lodging, Meals, Local Transport	\$ 6,080	\$ 5,120	\$ 2,240	\$ 15,040	\$ 3,520	\$ 8,320	\$ -	\$ 1,280	\$ 5,120	\$ -	\$ 1,280	\$ 7,360	\$ 55,360
Hourly Cost	\$ 106,680	\$ 80,780	\$ 88,340	\$ 146,650	\$ 100,450	\$ 122,150	\$ 83,300	\$ 97,300	\$ 114,100	\$ 70,000	\$ 87,500	\$ 126,000	\$ 1,223,250
Web Design & Revisions			\$ 5,000										\$ 5,000
Website Maintenance			\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,000
Marketing (Apparel, promo items for public)			\$ 1,200			\$ 600			\$ 200			\$ 200	\$ 2,200
Annual public survey									\$ 50,000				\$ 50,000
Annual MPD Survey									\$ 10,000				\$ 10,000
Community meeting cost for 3 sites, 3 times per year (rental, refreshments)				\$ 4,500				\$ 4,500				\$ 4,500	\$ 13,500
Total Non-Professional Supplies & Services	\$ -	\$ -	\$ 6,400	\$ 4,700	\$ 200	\$ 800	\$ 200	\$ 4,700	\$ 60,400	\$ 200	\$ 200	\$ 4,900	\$ 82,700
Total Monthly Cost	\$ 115,260	\$ 87,900	\$ 97,980	\$ 172,390	\$ 105,670	\$ 134,770	\$ 83,500	\$ 103,780	\$ 181,620	\$ 70,200	\$ 89,480	\$ 141,260	\$ 1,383,810
Summary Budget, All Year	Year 1	Year 2	Year 3	Year 4	Total Cost by Category								
Travel Cost	\$ 22,500	\$ 8,500	\$ 6,500	\$ 9,500	\$ 47,000								
Lodging, Meals, Local Transport	\$ 55,360	\$ 24,960	\$ 15,680	\$ 22,720	\$ 118,720								
Hourly Cost	\$ 1,223,250	\$ 1,299,480	\$ 985,600	\$ 897,260	\$ 4,405,590								
Total Non-Professional Supplies & Services	\$ 82,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 315,800								
Total Cost by Year	\$ 1,383,810	\$ 1,410,640	\$ 1,085,480	\$ 1,007,180	\$ 4,887,110								
Total Cost to City of Minneapolis for 4 Years	\$ 4,887,110												

See Year 1 detailed budget at Appendix 1.

8. Conflict of Interest/Code of Ethics.

We agree to abide by the City’s Conflict of Interest Ordinance.

II. Methodology

A. Project Management.

Our experience has led us to appreciate that disciplined, consistent, and transparent project management is essential to efficient and effective implementation of a consent decree, perhaps second only to the parties sincere commitment and dedication to reform. Consent Decree implementation necessarily entails tracking and managing numerous tasks that are competing for necessarily limited resources and coordinating the work of many individuals representing separate and independent participants.

John Salomone will serve as ELEFA’s Project Manager (PM) for the Agreement. John L. Salomone, Jr. is a graduate of Georgetown University (B.A., 1990) and North Carolina State University (M.A., 2000). He was commissioned in the United States Army in 1990 and served 21 years on active duty, nearly half of it overseas. He served combat tours in Somalia (1993) and Iraq (2005-2006), deployed to Guantanamo Bay, Cuba (1992), served on the Korean Demilitarized Zone (1996), in Germany (2004, 2007), and in England as an exchange officer to the British Army (2007-2010). He taught for three years as an Assistant Professor at the United States Military Academy at West Point. His final army assignment was as Chief of Plans and Operations for the 377th Theater Sustainment Command, where he led a team managing over 38,000 soldiers providing logistical support to all contingency operations conducted by the US military across Central America and the Caribbean. John retired as a Lieutenant Colonel in 2011. In 2012, he was hired by Mayor Mitch Landrieu of New Orleans to startup and lead a new city department to manage police secondary employment, which the Department of Justice called “the aorta of corruption” in the New Orleans Police Department. The federal judge overseeing the New Orleans Consent Decree subsequently called the program John established and led “the first success” of New Orleans police reform.

We will employ a compliance tracker (the “Tracker”) to track the City’s and MPD’s progress toward compliance that will include at least the following:

- Agreement Paragraph
- Agreement requirement
- Criteria to determine compliance with the requirement
- Compliance status for each requirement
- Next Task
- Individual responsible for tasks
- Target Completion Date
- Documents or other materials relevant to demonstrating compliance
- Notes

The parties will meet weekly, through their designated representative(s) to review the Tracker, update progress, adjust, and align on next steps.

Because the actions of police can deprive individuals of life and liberty, we believe they should be held to a high level of performance. Accordingly, consistent with other Consent Decrees, we propose that the baseline standard for measuring compliance should be 95%, as determined by the criteria shared with the Parties, and that the City/MPD has an effective plan for identifying and correcting the non-compliant 5 percent. We recognize, however, that the 95% standard may not be appropriate in all circumstances, including for example, where there are a small number of occurrences or observations, the non-compliance is not material to the core objectives of the Agreement, where the requirement occurs infrequently. In those circumstances, in determining compliance we will also consider

- The number of non-compliant occurrences
- The materiality of the non-compliance
- The time period corrective action will require
- When corrective action can be audited
- The overall compliance trend for the specified requirement.

Subject to the Parties' agreement, we propose to use the methodology we have successfully employed to measure compliance, as follows: (1) full and effective compliance, (2) partial compliance, (3) progressing toward compliance, (4) non-compliant. For each element of the Agreement, we will describe to the parties and the public and document the criteria by which compliance will be measured.

Because compliance with the Agreement is a means to a larger end it cannot be a mere "check the box" exercise. Rather, compliance must be determined by quantitative and qualitative measures. It will be our responsibility to ensure that the Parties and the public have a clear understanding of what those measure are and how compliance is determined. In the final analysis, however, our role is to assess and report. Whether the Agreement's requirements have been met is ultimately a legal determination reserved for the court. In our experience, provided the Parties work closely and in good faith according to the process we outlined, we believe the risk of disagreement requiring a judicial interpretation is more theoretical than real.

B. Information and data acquisition, collection, analysis, and reporting.

Information necessary to Agreement Implementation generally comes in the form of information from the MPD, individual interviews, paper and electronic documents, and data. Each of our subject matter leads will be responsible for identifying and collecting the information relevant to their respective subject matters. Requests for information will be communicated during the monthly implementation meetings. Information will be collected and maintained by us but will be made available to the Parties and to the public consistent with the Agreement's terms. All information will be inventoried and listed in a public database, except as necessary and appropriate to safeguard sensitive law enforcement information, propriety information, privacy and other appropriate limitations and considerations. This process will generate a public record of the information collected, reviewed and evaluated as part of the implementation and assessment process. Our team will meet weekly to coordinate evaluation activities and to share evaluation issues and findings.

We propose monthly implementation coordination meetings between the Parties' principals or their designees and such other individuals as each Party and we identify. Additional meetings to gather information or to provide technical assistance will be scheduled as mutually agreed by the parties.

We will designate an Implementation Coordinator to schedule, coordinate, and arrange visits, on-site reviews, and interviews. The Implementation Coordinator will also be responsible for scheduling, coordinating and arranging meetings between the Parties and with the public. To the extent feasible, we will strive to coordinate on-site activities to maximize efficiency and contain costs. All meetings with MPD officers or other city employees will be scheduled through their chain of command or appropriate supervisors, as appropriate. At the conclusion of the weekly on-site reviews, or reasonably thereafter as feasible, on-site reviewers will meet with the Parties' designees to summarize the work conducted, findings, if any, and to outline next steps.

C. Personnel Responsible and Hours

See our budget appendix for a detailed breakdown of our team hours.

III. Collaboration

Collaboration is the cornerstone of ELEFA’s work. The pillars of our collaborative reform model are (1) education, (2) empowerment, and (3) engagement. The elements of safe, effective, and procedurally just law enforcement are not a mystery—indeed they are embodied in Consent Decrees and other authoritative sources—but they are too often a secret kept from the public and police departments. Thus, it is necessary to educate the public, as well as its police, concerning generally accepted practices for safe and effective law enforcement. Education empowers and enables constructive engagement. Once the parties have established a mutual understanding of law enforcement’s mission, goals, challenges, and techniques, they can begin to dialogue as equals to achieve a shared vision that promotes public safety in their communities. This approach has resulted in successful collaborative reform initiatives in Orlando, Florida, and Montgomery County Maryland.

Review of the Orlando, Florida Police Department

In 2021 ELEFA and the Bowman Group partnered to support the City’s Community Trust & Equity Initiative, “to further community policing and reform in an effort to address racial inequity in the Orlando community.” Our methodology was based on the core elements essential to supporting an independent and objective evaluation and analysis of the Police Department’s management, administration, operations, and outcomes. In general, our assessments for each of the areas under review included rigorous document review including policies, standard operating procedures (SOPs), procedures and practices, training materials, systems and department files; interviews of members of the department, the community, and city government ride-alongs with officers and direct observation of officer engagement with community members; and an analysis and review of data and documents, either in full or through representative sampling. Our report can be viewed at [TBG OPD Final Report August 23 2021.docx \(orlando.gov\)](#).

Montgomery County, Maryland, Reimagining Public Safety Initiative (RPSI)

ELEFA has partnered with the County’s RPSI to guide the police aspect of its Reimagining Public Safety Task Force, which was composed of members of the public, elected officials, Montgomery County Police Department (MCPD) leaders, and other County agencies involved in law enforcement and public safety. ELEFA, through Dr. Burns and others, guided

the Task Force’s work. That Task Force made a number of recommendations to improve public safety policing in the County. ELEFA then conducted an audit of the MCPD practices and made a series of recommendations for change that reflected ELEFA’s assessment and the Task Force’s recommendations. Those recommendations were largely accepted by the MCPD, which is now in the process of implementing them and accounting to the public for its progress toward implementation through a public dashboard it created. See Montgomery County Reimagining Public Safety Dashboard, available at [Dashboard - Reimagining Public Safety \(montgomerycountymd.gov\)](https://montgomerycountymd.gov).

ELEFA’s approach to collaborative reform aligns with the MPD’s agreement to “engage in officer, supervisor, and community engagement with the goal of gathering feedback to incorporate and inform policy changes” (RFP, Appendix B ¶27). Accordingly, with the Parties’ Agreement, we will coordinate and support, as necessary and appropriate, the MPD’s implementation of its agreement to hold public meetings, dedicated to the substantive reform subjects in the Agreement; non-discriminatory and impartial (procedurally just) policing, use of force, and stops, searches, and arrests.” We will work to ensure that those meetings are informative, constructive, and facilitate engagement representative of the views, concerns, and expectations of Minneapolis’ diverse communities. Importantly, we will ensure that the communities’ input is collected and made publicly available (subject to appropriate privacy considerations) and considered in the process of implementing the Agreement. We will also inform the public as to how public input was considered and the extent to which its recommendations were accepted and implemented.

IV. Scope of Services

Our proposed plan for each month of the first 90 days is set forth below. The plan is subject to revision based on the status of the parties’ progress toward implementation, feedback from the parties and the public, and other developments subsequent to the submission of this proposal. Additionally, the tasks identified for each month may overlap.

A. First 30 Days

Based on our experience, the key to successful reform is an initial, comprehensive assessment of (a) the City’s progress toward meeting the deadlines set forth in the Agreement;

and its plans and target completion dates for further progress, and (c) the community's understanding, opinion and expectations concerning the police department and the consent decree implementation process. Accordingly, in the first 30 days we will meet with the Parties to understand and assess (1) the status of the Parties' progress toward their respective responsibilities under the Agreement (2) the status of and plans for Agreement implementation, (3) MPD's organizational structure; (3) interested community groups and individuals concerning their views of the goals and objectives for the Agreement, their assessment of the parties' efforts to date, and any concerns they have. We will also establish a schedule for regular meetings with the parties and the community and provide an overview of our systems for project management, communication and coordination with the parties and the public (RFP, ¶ 18. e, f, g.).

B. Thirty to Sixty Days

We will establish a mutually agreeable project management plan and platform that will allow all parties and the IE to monitor and manage compliance, (2) establish the schedule of provisions to be evaluated during the first two years of the agreement, including those not immediately due, but for which ongoing effort will be required to meet the terms of the Agreement, and (3) establish mutually agreed upon target deadlines for those provisions for which no deadline is established (RFP, 18. ¶ a, c.). The forecasted deadlines will be reviewed and, if warranted, adjusted as mutually agreed by the parties and approved by the IE, during the Parties' regular implementation meetings. We will review with the parties our proposed methodology for evaluating compliance with each provision, the information and data we will rely upon in evaluating compliance, including any statistical or other analytical methodologies the IE proposes to rely upon (RFP, 18. ¶ b).

Because we believe that community engagement must be community led during our first 90 days we will identify local groups that reflect a cross-section of the Minneapolis community to ensure that the needs of the community are represented (RFP, ¶ 18. h.).

C. Sixty to Ninety Days

We will identify the specific roles and responsibility of its team members based on the information provided by the parties. We will establish a protocol for communication, engagement, and problem solving (RFP, ¶ 18. g, h.). We will establish the methods for

communicating with the public, including receiving public input, in-person and through other forms of communication (RFP, ¶ g.). We will establish a schedule for quarterly, in-person neighborhood meetings. By the conclusion of the 90 day period, the IE will issue its Implementation Progress Evaluation Plan that will address the elements set forth in Section two of the RFP, including deadlines and personnel assignments and responsibilities.

D. Assessment of Implementation Progress. (RFP, ¶ 19.)

Our approach will be characterized by continuous feedback concerning implementation progress through monthly meetings with the parties that will focus on implementation status and progress. This process will provide the parties close to real time feedback concerning implementation progress. The parties will also have the opportunity to question us concerning our assessments, address issues and challenges that have arisen, and adjust the implementation plan and completion target dates as appropriate. At least quarterly, we will review the implementation status of the Agreement as a whole and provide its assessment to the parties and the public. This process will allow issues to be addressed and resolved as they arise.

We anticipate that the agenda for the monthly meetings will include the following topics:

1. Implementation status report, including review of the implementation status dashboard, variances from projected completion dates, updates, and changes to be made.
2. Summary of activity and progress since last meeting.
3. A forecast of projected activities by week, month, and quarter.
4. A report on the status and target completion dates for deliverables.
5. Report on Community Engagement, including a discussion of feedback from the Minneapolis community, meetings schedules and topics.
6. Budget report, including an assessment of performance against projections.
7. New issues, if any.

E. Progress Reviews. (RFP, ¶ 20.)

We will issue semi-annual progress reviews issued in a standard format that will address concisely and specifically the elements set forth in the RFP in Section II, Progress Reviews, including at least the following:

- The progress made by MPD under the Implementation Progress Evaluation Plan and an overall evaluation of MPD's progress toward Agreement compliance
- A description of the work we conducted during the reporting period, including a summary of the annual community evaluation;
- The methodology and specific findings for each review conducted, redacted as necessary for privacy concerns and legal compliance;
- 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;
- The extent to which the requirements of the Agreement have been: (i) incorporated into implemented policy; (ii) trained at the levels set forth in the Agreement for all relevant MPD officers, (iii) reviewed or audited by us in determining whether MPD has reached Full and Effective Compliance, 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 the finding;
- Our recommendations concerning necessary steps to achieve Full and Effective Compliance;
- The extent to which our team has provided technical assistance and the nature of that assistance; and
- Additional information we consider relevant to assessing or advancing the City's and MPD's progress or lack thereof toward full and Effective Compliance. Recent NOPD quarterly reports could serve as a model for providing frequent, robust progress reviews.

F. Annual Community Evaluations. (RFP, ¶ 21.)

We will conduct surveys of the public and police designed to capture the attitudes of a generally representative cross-section of the Minneapolis community and police department. We have performed similar surveys under the New Orleans Consent Decree. The survey results were evaluated by a statistician. Copies of the resulting reports can be found www.consentdecreemonitor.com/reports. The evaluations will assess the respondents' satisfaction with MPD's services, trustworthiness, integrity of disciplinary systems, bias, and community engagement. These evaluations will be tailored in to measure the factors set forth in the RFP, both quantitatively and qualitatively. The evaluation methodology, including the extent

to which the evaluations will be conducted face to face versus by other means, such as telephonic, will be developed in conjunction with the Parties and community's input and will be constructed to assess attitudes through an intersectional lens. The data will be disaggregated and reported to the extent possible by the factors identified in the RFP; namely, race ethnicity, disability, religion, sex gender identity expression, housing status, sexual orientation page, immigration status, and precincts. We will publish the survey, its methodology and results.

G. Review and Comment (RFP, ¶ 21. a.)

The process described in the RFP for Review and Comment of Policy and Plan Review and Approval and Training Review and Approval is similar to the process we have used in our work as NOLA consent decree monitors. Ms. Fink who drafted policies for the Baltimore Police Department under its Consent Decree will serve as our team lead. She will be supported by Mr. Douglass who oversaw the policy review and approval process for the NOLA consent Decree. He worked closely with Ms. Westbrook as his NOPD counterpart. A list of the policies reviewed and approved by the NOLA monitoring Team and the DOJ can be found at [NOPD - Policies - City of New Orleans \(nola.gov\)](https://nola.gov/nopd-policies). Chief Murphy worked closely with the NOPD to revise its education and training material. Beyond our work in New Orleans, our team members offer expertise evaluating policies, plans, and training against constitutional and legal standards, effective drafting, and practical law enforcement considerations. Based on our collective experience, we will bring to our work in connection with the Agreement broad and deep experience concerning generally accepted policies, plans, and training with respect to the topics within the Agreement. This knowledge will facilitate an efficient review and approval process.

Upon receipt of any draft policy, plan or training material covered by the Agreement, we will assign the policy to the designated subject matter team leader. The assigned team leader will confer with other members of our team, as appropriate, with MPD and the Parties. Upon the agreement of the Parties we may also consult with independent experts and or other third-parties, including members of the public.

We will use our best reasonable efforts to provide our comments as promptly as reasonably feasible and in no event more than 30 days after receipt, except upon the agreement of the Parties. In our experience, achieving the Parties' aspiration to draft policies in "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,” Agreement, Appendix B at 7, can be a time-consuming iterative process, as feedback from multiple constituents may be required to achieve the Parties’ goals. Accordingly, in our view the Parties would be well advised to allow some flexibility with respect to the review and approval deadline on a case-by-case basis.

H. Technical Assistance (RFP, ¶ 21. b.)

Our team possesses the range of expertise necessary to provide technical assistance concerning the subject matters described in the Agreement. We will make recommendations for technical assistance in writing and will not provide such assistance except upon approval of the Parties. Upon request of the Parties, we will also provide or arrange for technical assistance consistent with our responsibilities under the Agreement.

We note that the Community Engagement reported related community members' interest in learning about policing policies and practices and promoting reciprocal understanding between the public and the police. These goals are core to ELEFA’s mission. For example, at our Inaugural Collaborative Reform Conference we organized a discussion of the pressures and challenges faced by young people and police officers, respectively, based on [Ten Seconds](#), a film that powerfully illustrates the pressures that affect the interactions between young people and the police. We would be excited to convene similar discussions in Minneapolis neighborhoods.

I. Communication with the Parties (RFP, ¶ 21. c.)

We believe that close communication is essential to collaborative reform. For that reason we are committed to establishing and maintaining regular contact with and between the parties to ensure thorough implementation of the Agreement. As noted above, we propose regular monthly meetings with the parties. We expect there will be additional subject-matter specific meetings. But beyond formal meetings, we will ensure the parties have access to our team as needed.

J. Communication with Community Members (RFP, ¶ 21. d.)

Because community engagement is core to ELEFA’s mission and central to the successful implementation of the Agreement, Mr. Douglass will serve as our Team Lead for community engagement. He convened public meetings under the New Orleans consent decree. He has prior experience as a community organizer and has worked with a diverse array of groups

over the course of his career. We believe collaborative reform requires community engagement. Accordingly, we will convene regular public meetings, no less than quarterly. As described above, we will update the public concerning implementation progress. We also commit to meeting with community groups and individuals upon request. To facilitate the community's ability to meet with us, we will post contact information on our website and other social media as agreed-upon by the parties.

K. Communication with MPD Officers (RFP, ¶ 21. e.)

Collaborative reform equally requires that officers trust the process and our team. Trust requires transparency and open communication. Our chiefs have walked the talk. They have the credibility to garner the MPD members' trust. Chief Harrison will serve as Team Lead for our communications with MPD officers. We are confident they will be able to establish open and effective lines of communication. We will build on that trust by routinely convening meetings with MPD officers to inform them about the Agreement implementation progress, receive their input, answer their questions and address their concerns. Consistent with applicable laws and our obligations to the parties we will honor requests for anonymity.

L. Publicly Posted Information (RFP, ¶ 21. f.)

We agree to establish and maintain a public website and to post, at a minimum, our Evaluation Plan, reports, the Parties Court filings, if any, schedules of community meetings and briefings, and proposed budget and accounting. The website will also provide information concerning how individuals can contact our team. Our reports will be concise and written in plain language so that they are easily understood by the general public.

Additionally, with the Parties' agreement, we will use social media to disseminate information concerning our progress, including our reports and other deliverables, meeting times, dates and locations, and similar information. We agree that any public communications including website and social media statements, if any, will be made only to the extent permitted by the Agreement. We will testify only before the court with jurisdiction over the Agreement or as required pursuant to a court order or other lawful compulsory process, such as a subpoena. In the event we receive a subpoena or similar compulsory process, we will notify the parties and cooperate with the Parties response, if any, to the subpoena. We reserve the right to make an

independent determination concerning whether and how we respond to any subpoena or similar compulsory. We will notify the Parties of our determination prior to filing any response. We also reserve the right to seek indemnification for any costs arising from receipt of a subpoena or other compulsory process.

M. Termination Evaluation. (RFP, ¶ 21. g.)

We will comply with the termination evaluation requirements of the RFP, including submission to the parties for review and comment on its Termination Evaluation as described in the RFP.

V. Experience and Capacity

As described above, our leadership and key members of our team have served as monitors for the New Orleans Consent Decree, one of the most wide-ranging DOJ pattern and practice consent decrees entered to date. In that capacity, we reviewed and approved policies. At NOPD's request, we provided extensive technical assistance to its efforts to draft policies that provided clear guidance to its members concerning permissible and prohibited conduct. We stand ready to provide similar technical assistance to the parties policy review and revision process, but, and we emphasize, *only* to the extent requested by MPD.

Additionally, Nelson Mullins a national law firm with a deep commitment to community services, and an office at 1600 Utica Avenue South, Suite 750, Minneapolis, MN 55416 has agreed to partner with us to provide 20 hours per month *pro bono* support for our work, which reflects a value of \$120,000 hours per year.

It is our experience that a closely-knit team of experts with complementary areas of expertise promotes collaboration, objectivity, efficiency, and cost-effectiveness. A small team avoids the limitations and pitfalls that can occur when experts operate in a silo, which is often a consequence of larger teams. Accordingly, although we have designated a Team Lead for each Part under the Agreement, each Team Lead will work closely with and be supported by other team members with relevant expertise. For each of the subject matters described in parts two through 10 of the agreement we have successfully employed a methodology for reviewing policies and training, supervision, accountability, and transparency. That methodology begins with a review of the department's policies and the training on those policies. To ensure that those

policies and that training translated to the streets, we have conducted statistical analyses of reports and data. We have interviewed officers and supervisors concerning their understanding of the department's policies and training, how they implemented those policies and training in practice or, alternatively, what obstacles prevented them from doing so. We did this not to penalize individual officers for deficient performance, but to understand whether the department's policies and training were translating to effective institutional reform.

We have reviewed policies, training, supervision, officer, conduct, and discipline and transparency with respect to (1) nondiscriminatory policing ("Bias-Free Policing" and "Policing Free of Gender Bias" in the New Orleans Consent decree), including the responsibility of supervisors closely with the NOPD to develop an audit process to identify discriminatory or biased policing.

We have deep and demonstrative experience evaluating, supporting and guiding policing reform efforts in each of the subjects addressed in the Agreement, summarized as follows:

Part 2: Policy Framework and Outreach. Our team has worked with the NOPD, BPD and other departments to draft policies governing all the subjects covered in the Agreement, including, non-discriminatory (bias-free) policing, use of force, stops, searches and arrests, body worn cameras, oversight and transparency. We have evaluated the policies to assess whether they were lawful, complied with procedural justice standards, and provided clear guidance to the department's members, and reviewed policy changes with the public through our reports and in our public meetings. **Lisa Fink will serve as our team lead.**

Part 3: Non-Discriminatory Policing. (RFP, ¶ 22. i.) We have extensive experience in New Orleans, Baltimore and with other communities and law enforcement agencies evaluating whether their policies, training, supervision, and disciplinary systems promote non-discriminatory policing and prohibit biased policing regarding race, ethnicity, gender, gender identification, sexual preference, language proficiency, and other historically disadvantaged attributes or characteristics. Additionally, we and the DOJ worked closely with the NOPD to develop and conduct an audit designed to detect bias. We audited policies, training, and practices to determine whether limited English proficiency individuals were receiving police services equitably. We evaluated the

NOPD's policies, training, responses to and investigations of sexual assault and domestic violence calls for service. **Arlinda Westbrook will serve as our Team Leads for non-discriminatory policing.**

Part 4: Use Of Force. We have evaluated law enforcement agencies' policies and training, including the NOPD's, concerning use of force, including de-escalation and peer intervention to prevent inappropriate use of force. We also have reviewed and evaluated use of force reporting, investigations, and discipline. We have audited all use of force levels. We also worked with the NOPD to develop a critical incident disclosure policy and evaluated the Department's compliance with that policy. We evaluated NOPD's use of force data collection, analysis, and reporting. **Jerry Clayton will serve as our Team Lead.**

Part 5: Stops, Searches and Arrests. We reviewed the NOPD's policies, training, supervision, investigations and discipline, concerning stop searches, and arrests. We have audited stops, searches, and arrests for compliance with NOPD policy and for bias. We have audited and evaluated police reports, including comparing what was reported to what we observed on body-worn and in-car cameras, to determine whether the officer's actions satisfied constitutional standards and NOPD policy. We reviewed police reports for the impermissible use of "boiler plate" and other insufficient documentation. We audited and evaluated whether supervisors were identifying signs of potentially discriminatory policing and responding appropriately. We evaluated the Department's recruit, Field Officer, and in-service training to determine whether it was accurately and effectively educating the Department's members concerning constitutional protections, NOPD policy, and procedural justice principles. **Mary Ann Viverette will serve as our Team Lead.**

Part 6: Body Worn Cameras (BWC) and In-Car Cameras. We have reviewed NOPD's BWC and in-car camera policy and evaluated implementation of its camera policy. **Eric Melancon will serve as our Team Lead.**

Part 7: Training. We worked closely with NOPD to completely transform its recruit Academy. We have also evaluated its FTO and in-service training. We worked closely

with the NOPD to develop and implement a problem-based, adult learning pedagogy. **Bill Murphy will serve as our Team Lead.**

Part 8: Officer Support and Wellness. We monitored NOPD’s development and implementation of its Officer Assistance Program. **Julie Solomon will serve as our Team Lead.**

Part 9: Mental and Behavioral Health Crisis Support in the Field. We evaluated and supported NOPD’s implementation of its Crisis Intervention Team. **Julie Solomon will serve as our Team Lead.**

Part 10: Accountability and Oversight. We worked closely with the NOPD to fundamentally remake its policies and procedures for receiving, investigating, and adjudicating misconduct complaints. We closely monitored its implementation of these policies and procedures and held it accountable for deviations from its policies. **Former NOPD Deputy Chief Arlinda Westbrook will serve as our Team Lead.**

VI. References

- A.** Hon. Jame K. Bredar,
Chief District Court Judge
U.S. District Court for the District of Maryland
101 West Lombard Street, Chambers 5A
Baltimore, MD 21201
(410) 962-0950 (office)
(443) 463-0096 (cell)

Judge Breda oversaw the Baltimore Consent Decree. In that capacity he worked closely with Commissioner Harrison.

- B.** Dr. Earl Stoddard
Assistant Chief Administrative Officer
Montgomery County, Maryland.
Earl.stoddard@montgomerycountymd.gov

Dr. Stoddard oversees ELEFA’s work in support of Montgomery County’s Reimagining Public Safety Initiative.

VII. Personnel Listing

See below for a table describing our team members, their roles, and any additional areas of expertise. For a detailed breakdown of expected hours, see our APPENDIX I. Budget.

Team Member	Team Lead	Additional Subject Matter Expertise
Team Leadership		
David Douglass	Independent Evaluator Community Engagement	Policies
Michael Harrison	Co Monitoring Team Lead	Training Use of Force Stops, Searches, Citations, and Arrests Community Engagement
Barbara Harding	Deputy Monitor	Policies Constitutional Policing
Mary Ann Viverette	Deputy Monitor Stops, Searches, Citations and Arrests	Mental Health Crisis Response Officer Assistance and Wellness
John Salomone	Project Management	
Team Members		
Jerry Clayton	Use of Force	Community Engagement
Lisa Fink	Policies	Project Management Sexual Assault Community Engagement Language Assistance
Eric Melancon	Data Analysis Early Intervention System	
William (Bill) Murphy	Education and Training	Policies
Julie Solomon	Mental Health and Behavioral Crisis Support Officer Assistance and Wellness	Policies
Arlinda Westbrook	Accountability and Oversight	Community Engagement

Leadership Team:

Independent Evaluator

David L. Douglass. Over the course of his career David has established a reputation for excellence and accomplishment in public service, private practice and advancing diversity, equity and inclusion (DEI).

Since 2014, David has served as Deputy Consent Decree Monitor for the New Orleans Department of Justice Consent Decree ordering the reform of the New Orleans Police Department. In that capacity, David oversaw a team of law enforcement experts, academics and others to oversee and manage the Consent Decree implementation process. He also worked closely with the NOPD personnel responsible for implementing the consent decree and the DOJ team representing the United States interests in ensuring compliance with the Consent Decree. He worked closely with the NOPD and DOJ (the Parties) to review, revise, and approve NOPD’s policies, as required by the Consent Decree. He oversaw and approved audits conducted by the monitoring team and those conducted by the NOPD. He convened public meetings concerning the implementation process and met with community groups and individuals interested in the implementation process. He oversaw preparation of the monitoring team’s reports and represented the monitoring team in judicial hearings.

His experience as Deputy Monitor led David to co-found [Effective Law Enforcement for All](http://www.ele4a.org), a 501(c)(3) non-profit whose mission is to educate and empower the public to engage with their police departments and municipal leaders to implement law enforcement practices that are safe and effective for police and the communities they serve.



Additional information concerning Effective Law Enforcement for All can be found on the organization’s website, www.ele4a.org.

David’s career has been distinguished by community and public service. After graduating from law school in 1985, David and his wife, Sheila F. Maith moved to Boston’s

South End where while in private practice, they also became active in community organizing. They fought to preserve and create affordable housing in that rapidly gentrifying community. David co-founded and served as a Vice-President of the Four Corners Development Corporation, a non-profit organization, that developed Langham Court, a 90 unit mixed housing development comprised of units one-third of which were reserved for low income residents, one-third for moderate income residents, and one-third for market rate residents. Ms. Maith served on the Board of Director of the 269 unit Tent City mixed income housing complex.

David currently serves as Vice-Chair of the American Bar Associations DEI Council. In that capacity, based on a serves or articles he authored concerning a lawyer's ethical responsibility to promote equality, he successfully led an effort that resulted in the ABA adopting Resolution 102, which for the first time recognized a lawyer's ethical obligation to promote DEI and encouraged lawyers to devote 20 hours per year to promoting DEI.

David possesses extensive skills and experience leading large, interdisciplinary teams. In addition to serving as Deputy Monitor of the NOPD consent Decree, for which he is primarily responsible for managing the monitoring team's work and coordinating with the NOPD and the DOJ, David has conducted two high-profile government investigations. He served as Deputy Director of the Treasury Department's Review of the Bureau of Alcohol, Tobacco and Firearms' failed raid on the Branch Davidian compound in Waco, Texas. He later served as Executive Director of the White House Security Review. In that capacity he led a team assigned to evaluate security at the White House in the wake of a small plane crash on the White House Lawn.

David is currently a partner in Sheppard Mullin, an AmLaw 50 firm with over 1,000 lawyers. David is also recognized as a leading trial lawyer. He is a fellow of the American College of Trial Attorneys. Fellowship is extended by invitation only and only to those who have demonstrated the very highest standards of trial advocacy, ethical conduct, integrity, professionalism and collegiality. David is a former Assistant United States Attorney and former Trial Attorney in the DOJ's Civil Rights Division, Criminal Section where he prosecuted police misconduct and hate crimes. He received his law degree from Harvard Law School, *cum laude*, in 1985 and his B.A., Political Science, from Yale College in 1981. Additional information about David's career can be found at [David Douglass | Sheppard Mullin](#).

Co-Lead

Michael Harrison, is a two-time police commissioner, having led the two most troubled police departments in America through federally-mandated consent decrees. As a subject matter expert and the only police chief in the country to lead two departments in adopting mandated reforms, Harrison is uniquely equipped to teach and train in the areas of constitutional policing, professional development, executive mentoring and coaching, organizational behavior and cultural transformation, law enforcement discipline, police use-of-force, strategic planning, team building, and general management for law enforcement agencies.

Michael's specialty is building community trust and police legitimacy through the creation and delivery of policy, training, supervision, management and discipline. A leader in coaching, mentoring and teaching, he has instructed organizational leaders on how to bring about community trust of police personnel by building bridges between policing organizations that don't exist or were broken and in need of repair. His teaching process focuses on establishing and leveraging relationships with key stakeholders within government and community and the appropriate navigation of conflicting and competing interests.

Barbara Harding (Deputy Monitor. Team Member Policies; Stops, Searches, Citations, and Arrests), is a former DOJ Civil Rights Division, Criminal Section prosecutor. She formerly served as Deputy Executive Director of the White House Security Review working closely with Mr. Douglass. She is currently a partner in Nelson Mullins where her practice focuses on litigation, trials and legal strategies. In addition to serving as Team Lead on Policies, She will provide overall team management. Additionally, Nelson Mullins has offered to provide pro bono legal support to ELEFA, as requested and mutually agreed.

Eric Melancon (Team Lead EIS; Data). Eric Melancon has been providing direct assistance and leadership on managing federal consent decree compliance matters for the past six years at both the New Orleans Police Department (NOPD) and the Baltimore Police Department (BPD). At NOPD Mr. Melancon served as Deputy Chief of Staff from 2017-2019 and managed several projects that were tied to consent decree compliance efforts to include: false alarm management, burden reduction, enhancements to technology, implementation of Early Intervention System upgrades, and civil service issues.

At BPD Mr Melancon served as Chief of Staff from 2019-2022 and provided direct support for the implementation of several departmental improvements including: Records Management System upgrades, promotional process improvements, overhaul of overtime and fiscal management policies, development of executive compensation planning documents, and oversight over government affairs and public information and communications sections.

Mr. Melancon was promoted to Deputy Commissioner of Compliance and served from 2022-2023. In this role, he provided leadership and direction to the following functions at BPD: performance standards, audit and inspections, policy development, equity & diversity, education & training, and information technology. He led the effort to procure a new Early Intervention System, created a third party traffic accident management diversion program, implemented a methodology to track the status of compliance of all consent decree provisions, and led the performance review board that reviewed all significant uses of force. As Deputy Commissioner, he served as the liaison between the BPD and the federal consent decree monitors and led monthly and quarterly presentations to the court on behalf of the Department.

Chief MaryAnn Viverette (Deputy Monitor. Team Lead: Stops, Searches, Citations and Arrests. Team Member: Mental Health Crisis Response, Officer Assistance and Wellness) Chief Viverette was sworn in as the first woman President of the IACP in its 113-year history in 2006. She retired in 2007 from the Gaithersburg Police Department (MD) after serving the city for 28 years, with twenty-one of those years as the Chief of Police. Chief Viverette holds a Bachelor of Science degree in Law Enforcement/Criminology from the University of Maryland (1986) and a Master's Degree in Human Resource Management from the University of Maryland (1998). She has over a decade of experience on numerous Boards and Committees; including: the IACP Civil Rights Committee and Diversity Coordinating Panel, three of CALEA's Standards Review Committees, and the Maryland Chiefs of Police Training Committee. Chief Viverette has over twenty-two years of experience as an Assessor and Team Leader with the Commission on Accreditation for Law Enforcement Agencies (CALEA).

Team Leads and Members

Lisa Fink (Team Lead Policies. Team Member Training Community Engagement Language Assistance). Lisa has worked on the Baltimore Police Department (BPD) Consent Decree since 2017, performing significant policy and procedure, training curricula, and

assessment report drafting and collaboration, as well as managing other BPD projects. Ms. Fink currently supports multiple police departments with reform-focused technical assistance and policy creation. Prior to 2017, Ms. Fink served for over a decade in community-based work in Baltimore, MD. Ms. Fink worked as an advocate for Spanish-speaking crime victims, as the founding Director of a child visitation center for families affected by domestic violence, as a paralegal for immigration cases, and as a facilitator of restorative justice interventions with youths being diverted from the criminal justice system. Ms. Fink has a Master's Degree in Intercultural Communication from the University of Maryland Baltimore County and a Bachelor's Degree in Spanish and Anthropology from Washington University in St. Louis. Ms. Fink served as a Peace Corps Volunteer in El Salvador.

Deputy Chief William Murphy. (Team Lead Education and Training) has over 30 years of experience in law enforcement. Murphy was the former Deputy Chief and Commanding Officer of Personnel and Training Bureau. Personnel and Training Bureau (PTB) was comprised of Personnel Group, Personnel Division, Recruitment and Employment Division, Police Training and Education, and Training Division of the Los Angeles Police Department (LAPD). Murphy has a Bachelor of Arts degree in Economics from the University of Massachusetts at Boston, and a Master of Public Administration degree from California State University at Long Beach. He also attended the Faculty Development Workshop at the United States Military Academy at West Point, where he studied Behavioral Science and Leadership. Murphy has authored articles on law enforcement in The Police Chief magazine and The Homeland Defense Journal. He was an adjunct professor in the Extended Education Programs at the University of California, Los Angeles and California State University at Los Angeles.

Julie Solomon (Team Lead Mental Health Crisis; Officer Assistance and Wellness). Julie is a licensed clinical social worker by training. She's spent over ten years overseeing services at the intersection of criminal justice and behavioral health. This includes police training, jail diversion programs, specialty courts, like mental health courts, drug courts, and 24/7/365 crisis centers that offer law enforcement an alternative drop-off response rather than arresting people experiencing mental health crisis. Julie currently serves as ELEFA's lead for mental health crisis response for our Montgomery County project. She also currently serves as Associate Monitor responsible for Crisis Intervention as a member of the monitoring team for the

Chicago Police Department Consent Decree. She formerly served as a Team Supervisor for Crisis System Solutions, and Senior Vice President, Community Health, for the YMCA of Great Kansas City.

Arlinda Westbrook (Accountability and Oversight Team Lead); Community Engagement. Arlinda served as Deputy Superintendent of the New Orleans Police Department and the Deputy Chief of the Public Integrity Bureau (PIB) for over 12 years. Arlinda was the first civilian director of the PIB appointed in May 2010, making her one of only three civilians in the country serving in that position. As Deputy Superintendent, she oversaw and was responsible for the impartial and consistent management of the disciplinary process: including the assignment, supervision and review of all disciplinary investigations and hearings, maintenance of disciplinary records, and coordination with outside agencies such as the Federal Bureau of Investigations (FBI) and the Independent Police Monitor (IPM). Arlinda is an experienced senior attorney with an in-depth knowledge of Municipal Law, contracting and procurement procedures, labor relations, and civil litigation. is currently a City of New Orleans Project Manager for the New Orleans Police Department Consent Decree. Subsequent to serving as Deputy Superintendent, Arlinda the Mayor as the liaison between the City of New Orleans, the New Orleans Police Department, the Consent Decree Monitors, and Judge Susie Morgan. She served in this capacity until she retired in September 2022.

Arlinda is a wife and a mother of three young men. She received her B.A. in Political Science from Howard University and her Juris Doctorate in 1994 from Loyola University's School of Law.

VIII. Budget (RFP, ¶ 23.)

The detailed budget for the scope of work set forth in the RFP is attached as Appendix 1. Please note the following:

- . Minimum billing increment: 15 min
- . Billing schedule: Monthly, upon completion of each month
- . Costs were determined based on the experience of the team members' work on at least two federal consent decrees. Estimates were based on the time needed to:
 - o adequately understand the existing policies, procedures, practices, training, data systems, leadership environment, supervision model,

communication norms, and culture of the police department and the community;

- review specific revised policies;
- evaluate how those policies are trained and implemented;
- gather quantitative data on the implementations for analysis;
- and report on the effectiveness of the change process and make recommendations for further development

- Schedule of fees: \$350 for Team Leads, \$280 for Team Members, and \$100 for

Project Management.

Our proposed budget reflects the following assumptions:

- That the Parties will meet the deadlines set forth in the RFP and the Agreement.
- While the proposed budget allows for and anticipates technical assistance within the established budget cap, the Parties will not seek technical assistance in an amount that may exceed the cap.
- While the proposed budget is our best reasonable forecast based on the information available to us, we may modify the forecast in response to new information received subsequent to this submission. Additionally, if selected, we may revise the budget based on the findings of the initial 90 day evaluation. Any revisions, however, will be reviewed with the Parties and in no circumstance will exceed the budget cap.
- We further reserve the right to reassign personnel and reallocate budgeted amounts for specific tasks in the interest of efficiency and cost saving.

As a measure of its commitment to supporting the Minneapolis community, Nelson Mullins has agreed to provide the services of Ms. Harding, a member of our leadership team, on a pro bono basis. We estimate the value of that contribution over the 4 year period at the Senior Team Leader rate to be at least \$444,500.00 Nelson Mullins is also willing to provide additional pro bono support on a case by case basis as mutually agreed between ELEFA and Nelson Mullins. Similarly Sheppard Mullin, which has provided substantial pro bono services in support of the New Orleans Consent Decree is also amenable to providing pro bono services to ELEFA on a case by case basis as mutually agreed.

IX. Conflict of Interest/Code of Ethics

Our team agrees to comply with the City's Code of Ordinances regarding conflict of interests.

X. Conclusion

ELEFA appreciates the opportunity to submit this proposal. We thank you for taking the time to consider it. We look forward to answering your questions.

On behalf of:

Effective Law Enforcement For All

David L. Douglass

President