

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is made and entered into as of December 28, 2020 (the “Effective Date”), by and between the American Civil Liberties Union of Minnesota (“ACLU”) and the City of St. Paul (“City”). The ACLU and the City are collectively referred to as the “Parties” and each individually as a “Party.”

**WHEREAS**, the ACLU is a private, non-profit, nonpartisan organization with approximately 39,000 members and supporters in the State of Minnesota whose purpose is to protect the rights and liberties guaranteed to all Minnesotans by the Minnesota and United States Constitutions;

**WHEREAS**, the City is a municipality within the State of Minnesota and operates the St. Paul Police Department (“SPPD”), a law enforcement agency, and is the legal entity responsible for the SPPD;

**WHEREAS**, on May 29, 2018, the ACLU requested data pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, from the City documenting certain activities of the SPPD including data on (1) arrests and citations issued, (2) investigative stops, (3) uses of force, and (4) evaluations of officer performance, all from January 1, 2015 through the date of production of the data;

**WHEREAS**, the City failed to disclose the data for several months and, after extensive negotiations, the City finally produced data for (1) arrests and citations, (2) traffic stops, and (3) uses of force, however, certain categories of requested data, such as data regarding investigative stops other than traffic stops, are not currently collected or maintained, or are in a form where they are not presently useable or able to be analyzed in a meaningful way; and

**NOW THEREFORE**, in consideration of the recitals and the following mutual promises, terms, and conditions, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### **1. Agreements and Settlement Obligations**

- 1.1. The ACLU agrees to jointly stipulate to dismissal with prejudice of its currently pending lawsuit against the City: *Am. Civil Liberties Union of Minn. v. City of St. Paul*, Court File No. 62-CV-19-8592, before the Minnesota District Court, Ramsey County, Second Judicial District.
- 1.2. The ACLU agrees that its request for data under the Minnesota Government Data Practices Act dated May 29, 2018 is deemed satisfied by the data that has been produced by the City prior to the Effective Date of this agreement.

- 1.3. The City agrees to jointly stipulate to dismissal with prejudice of Am. Civil Liberties Union of Minn. v. City of St. Paul, Court File No. 62-CV-19-8592, before the Minnesota District Court, Ramsey County, Second Judicial District.
- 1.4. The City agrees to continue the operations of its recently formed working group (the “Investigative Stop Working Group”) to evaluate, identify, and consider the feasibility of implementing changes to the St. Paul Police Department practices so that investigative stops data can be created, collected, and maintained in accordance with the Minnesota Data Practices Act. The City will evaluate and balance the practicality of creating, collecting, and maintaining such data as well as the public interest in having such data be publicly accessible in order to increase police transparency and accountability. The City further agrees that it will take such steps with the goal of creating, collecting, and maintaining data on investigative stops in the future, to the extent it is feasible to do so.
- 1.5. The City acknowledges that the ACLU intends to annually request the data sets covering the SPPD activities listed below in (a)–(c) under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and that such data requests will include, at a minimum, the data fields that have been previously requested by the ACLU, in addition to relevant new data fields collected by the SPPD regarding investigative stops other than traffic stops as a result of the work of the Investigative Stop Working Group.
  - (a) Arrests and citations issued by the SPPD;
  - (b) All investigative stops, including traffic and non-traffic stops, conducted by the SPPD; and
  - (c) Uses of force carried out by the SPPD.
- 1.6. The Parties recognize that disclosure requirements and data classifications under the MGDPA or other applicable public data laws may change over time. This Agreement does not obligate the City to produce more data than required under applicable law.
- 1.7. The Parties agree that this Settlement Agreement and all terms herein are public.

## **2. Representations and Warranties**

- 2.1. Each Party represents and warrants that (a) it has the full right, power, authority, and competence to enter into this Agreement; (b) this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms; and (c) each of the persons signing this Agreement is duly authorized, with full authority to bind the respective Party and no signature of any other person or entity is necessary to bind the respective Party.

## **3. Miscellaneous Provisions**

- 3.1. Upon execution by all Parties, this Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, and discussions between the Parties and/or their respective counsel. Any modification or amendment of this Agreement shall be void and have no force or effect unless it is in writing and mutually executed by the Parties.

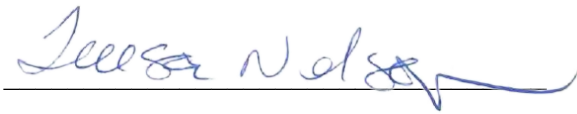
3.2. The Parties each bear their own attorneys' fees and costs, and waive any right to seek attorney's fees or costs in this dispute.

3.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument together. Emailed signatures shall be deemed as originals for the purpose of this agreement.

**IN WITNESS WHEREOF**, the Parties hereto have each executed this Agreement, effective as of the date set forth above.

DATED: December 28, 2020

AMERICAN CIVIL LIBERTIES UNION OF  
MINNESOTA



By: Teresa Nelson

Its: Legal Director

CITY OF ST. PAUL



By: Melvin Carter, III

Its: Mayor