SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE CITY OF LEXINGTON AND THE LEXINGTON POLICE DEPARTMENT

I. INTRODUCTION

1. The United States of America (United States), the City of Lexington (City), and the Lexington Police Department (LPD), collectively, "the Parties," enter into this Settlement Agreement to remedy certain violations described in the United States' September 26, 2024 findings report.

2. The Parties enter into this Agreement to avoid the risks, expense, and burdens of litigation and to resolve the United States' investigation. This Agreement is effectuated pursuant to the authority granted to the United States under 34 U.S.C. § 12601.

3. This Agreement will become effective on the date it is signed by the Parties.

II. FINES AND FEES

A. Imposing Fines, Fees, and Bail

4. This Agreement does not limit the ability of LPD or the City to (a) lawfully detain suspects before trial based on flight risk or public safety concerns, and (b) lawfully enforce payment of fines and fees.

5. LPD will only impose new fines or fees, including arrest processing fees, after LPD has conducted and documented an individualized ability-to-pay determination or a showing that the individual has willfully refused to pay a pending, past fine or restitution when he or she has the resources to pay or has failed to make sufficient bona fide efforts to seek employment or borrow money to pay, consistent with the Fourteenth Amendment as interpreted by *Bearden v. Georgia*, 461 U.S. 660 (1983).

6. The City and LPD shall strictly adhere to Mississippi Rule of Criminal Procedure 8.2 with respect to the setting of bail. Unless arrestees are released on their own recognizance or an unsecured bond, or elect cash deposit bond as provided in Mississippi Rule of Criminal Procedure 8.1, the City or LPD shall present arrestees before a court of competent jurisdiction (virtually or in-person) for an individualized bail hearing conducted in accordance with Mississippi Rule of Criminal Procedure 8.2 not later than 48 hours after arrest. For cases in which such a hearing is not conducted within 48 hours of arrest, defendants shall be subject to release consistent with Mississippi Rule of Criminal Procedure 8. The City's and LPD's implementing policies will be subject to review and approval by the United States.

7. The City and LPD agree that only fines or fees levied in accordance with Mississippi Code 99-19-20.1 may lawfully be collected. The City and LPD shall move the court to dismiss all existing warrants for unpaid fines and fees that have been levied in violation of Mississippi Code 99-19-20.1. The City and LPD shall move the court to expunge all convictions based on fines levied in violation of Mississippi Code 99-19-20.1. The City and LPD shall present their plan(s) to implement the foregoing to the United States for review and approval.

8. When LPD issues summonses or makes arrests, LPD will promptly notify arrestees of the time, date, and location of the initial mandatory court appearances in their respective cases.

9. The City and LPD shall ensure that any guilty pleas accepted by LPD are knowing, voluntary, and consistent with the Constitution and Mississippi law. All such funds collected by LPD shall be deposited into the City's general fund.

10. The City and LPD will ensure that all City employees involved in the imposition and collection of fines and fees or the imposition of money bail, including LPD officers, receive training on the requirements of this Agreement and the Constitution regarding the collection of fines and fees and the imposition of money bail.

B. Preventing Unlawful Conflicts of Interest

11. The City and LPD shall not operate or allow a quota or incentive system, whether formal or informal, for stops, warnings, citations, arrests. or related revenue. The City and LPD shall not correlate any benefit, employment action, or condition of employment with the number of arrests made, citations issued, stops performed, warnings given, or revenue generated from fines and/or fees.

12. The City shall annually calculate the percentage of its annual revenue that is derived from fines and fees and publicly report these data.

III. STOPS, SEARCHES, AND ARRESTS

13. LPD shall ensure that officers conduct stops only based upon reasonable suspicion. formed by specific and articulable facts, that the person stopped has committed, is committing, or is about to commit a crime. LPD shall ensure that officers conduct vehicle stops only when they have probable cause to believe that the driver has committed a traffic violation, or reasonable suspicion based on specific and articulable facts that the vehicle or an occupant of the vehicle has committed, is committing, or is about to commit a crime. LPD will not conduct investigative holds or otherwise detain a person without probable cause.

14. LPD shall ensure that officers issue citations or make arrests only where they have probable cause to believe a person has committed or is committing an offense. Probable cause must be based on reliable facts and evidence known to the officer at the time of the arrest. LPD shall require that officers complete arrest reports properly documenting the probable cause for an arrest by the end of their shift, unless such officers are incapacitated or are permitted a reasonable extension by a duly authorized supervisor.

15. LPD will not stop, cite, arrest. or otherwise retaliate against a person solely for engaging in First Amendment protected speech or activities. As part of the training described in Paragraph 19. LPD will train officers on what constitutes First Amendment protected speech. The training will be subject to review and approval by the United States.

16. LPD shall ensure that searches have an adequate legal basis and comply with the Fourth Amendment. LPD will implement policies to ensure that inventory searches, towing of vehicles, and property seizures comply with the Fourth Amendment.

17. LPD shall ensure that officers document basic information about every stop, whether or not it results in a citation or arrest, including: (a) date, time, location, and duration of the stop; (b) reason for the stop; (c) information sufficient to show the legal basis for any pat-down or search conducted during the stop; and (d) disposition of the stop.

18. LPD shall implement a protocol to ensure timely, accurate supervisory review of stops, searches, citations, and arrests for adherence to LPD policy and the law. LPD shall take appropriate corrective action to address any stops, pat-downs, searches, citations, arrests, and investigative holds or detentions that violate LPD policy or law.

19. LPD shall ensure that all officers receive initial and ongoing training on stops, searches, and arrests, including the requirements of this Agreement. The Parties will mutually determine an appropriate training program, including the content and frequency of training.

IV. USE OF FORCE

20. LPD shall develop and implement use of force policies that: (a) require officers to use only the amount of force that is objectively reasonable in light of the threat the officer faces and the severity of the offense; (b) prohibit officers from using force as punishment or against people who are only verbally challenging or questioning police authority without otherwise violating applicable provisions of law; and (c) when time, distance, and circumstances reasonably permit, require officers to communicate advisements, warnings, and verbal instructions before resorting to force.

21. LPD shall ensure that every officer who uses force submits a written use of force report before the end of their shift, unless such officers are incapacitated or permitted a reasonable extension by a supervisor. In reporting uses of force, officers will provide a narrative that explains with specificity the type(s) of force used; the reason for the initial police presence and the legitimate police objective necessitating the use of force; details regarding the level of resistance encountered; efforts undertaken to reasonably avoid the use of force and to minimize the level of force used, or the reason(s) why such efforts were not attempted; and a description of any obvious harm or injury suffered by the police officer, arrestee or any member of the public, as well as any first aid or medical attention called for and/or provided. LPD shall prohibit officers from using conclusory, boilerplate, or canned language unless officers also provide incident-specific detail in their use of force reports.

22. LPD shall ensure that all uses of force are timely, accurately, and thoroughly reviewed to ensure that each use of force is consistent with the law and LPD policy. LPD shall ensure that uses of force that result in injury to an arrestee or member of the public are properly investigated and written supervisory determinations are made and documented as to the legitimacy of the use of force and whether any administrative action, such as additional training, or disciplinary action, is appropriate. LPD shall take appropriate corrective action to address uses

of force that are outside of policy or violate the law. and document any such corrective action that is taken.

23. On a timetable to be agreed upon by the Parties, LPD will implement a system to review and document whether officers' uses of force comply with LPD policy and the law. LPD will memorialize this system in a written policy or manual subject to the United States' review and approval.

24. LPD shall ensure that all officers receive initial and ongoing use of force training. The Parties will mutually determine an appropriate training program, including the content and frequency of training. The use of training shall be based on constitutional principles and the requirements of this Agreement. In addition to other officers, LPD supervisors and any other entity responsible for reviewing uses of force shall receive training on use of force reporting and review requirements.

V. IMPLEMENTATION, ENFORCEMENT, AND TERMINATION

A. Implementation and Subject-Matter Experts

25. The Parties shall work collaboratively on the review of all policies and training required by this Agreement. LPD will implement the policies and training required by this Agreement once approved by the United States.

26. The City will assess the Lexington Municipal Code and make any revisions necessary to enable the City to comply with this Agreement, the Constitution, and Mississippi law, and provide clear and appropriate guidance to the public and law enforcement officers.

27. The United States may select one or more consultants to provide technical assistance and help LPD and the City comply with their obligations under the Agreement. The consultants may also analyze and report on data reflecting the City's compliance with this Agreement, including by reviewing a random sample of incidents and aggregate data, as appropriate, to determine the extent to which the City and LPD have implemented the requirements of this Agreement. The United States will bear all reasonable fees and costs incurred by any consultants performing their duties under this Agreement.

28. So long as this Agreement is in effect, and no less than annually while it is in effect, the Parties will meet to determine priority areas of implementation and formulate a plan for accomplishing the necessary steps to advance compliance in those areas. The Parties will meet regularly to discuss implementation efforts.

B. Access and Confidentiality

29. The City and LPD shall collect and maintain all data and records necessary to document implementation of the Agreement and assess compliance. The United States shall maintain all non-public information provided by the City and LPD in a confidential manner.

30. To facilitate the implementation of this Agreement, the United States may conduct on-site visits and assessments with reasonable prior notice to the City and LPD. To avoid unnecessary confusion, distraction, duplication of effort, and undue burdens on LPD, the United States shall coordinate with LPD regarding any on-site visits or observations and otherwise seeking access to LPD or its individuals, facilities, documents, and data.

31. The United States will have access to all necessary individuals, facilities, documents, and data, including direct, read-only access to the City and LPD's databases for body-worn camera footage, uses of force, citations, and arrests. The City will provide this access at the City's cost. The United States will provide LPD and the City with reasonable notice of a request for copies of documents. Upon such request, LPD and the City will provide in a timely manner copies (electronic, where readily available) of the requested documents to the United States.

C. Agreement Modifications, Enforcement, and Termination

32. At all times, the City and LPD will bear the burden of demonstrating by a preponderance of the evidence their substantial compliance with the requirements of this Agreement.

33. This Agreement will terminate three years from the Effective Date subject to mutually agreed extension if the City has not achieved substantial compliance with the Agreement's requirements. At the request of the City and by the agreement of the Parties, sections of this Agreement may be terminated earlier than three years after the Effective Date if the City has achieved substantial compliance.

34. If the United States determines that the City has violated this Agreement, the United States will notify the City of the violations in writing. Unless the violations involve an imminent threat to safety, the City will have 30 days from the date of the notice to cure any deficiencies, subject to extension at the United States' discretion. If the United States determines that the City has failed to cure the violations during this period, the United States may file an action in the United States District Court for the Southern District of Mississippi to seek a cure.

35. This Agreement will constitute the entire integrated agreement of the Parties. No prior drafts or prior or contemporaneous communications, oral or written, will be relevant or admissible to determine the meaning of the Agreement's provisions in any litigation or other proceeding.

36. The Parties may jointly stipulate to modify or amend the Agreement. Any modification of this Agreement will be executed in writing by the Parties before becoming effective.

37. In the event of ambiguity or inconsistency in any of the Agreement's terms, the Agreement shall be interpreted in a flexible and practical manner to achieve its remedial purposes.

38. The Parties will defend the provisions of the Agreement. The Parties will notify each other of any court, union, or administrative challenge to the Agreement.

39. The City and LPD will require compliance with the Agreement by their respective officials, officers, employees, agents, assigns, or successors.

40. The Agreement is enforceable only by the Parties. No person or entity is intended to be a third-patty beneficiary of the Agreement for the purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under the Agreement.

Date: September 14, 2026

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10/5/2026

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10/5/2026