

U.S. Department of Justice

Civil Rights Division

JS:TDM:JRG:TJM
DJ 207-57-4

*Special Litigation Section - PHB
950 Pennsylvania Ave, NW
Washington DC 20530*

January 21, 2015

Mr. Greg Hicks
Law Director
City of Warren, Ohio
City Hall
391 Mahoning Ave., N.W.
Warren, OH 44483-4634

Re: *United States v. City of Warren* (4:12-cv-00086), Compliance Assessment

Dear Mr. Hicks:

This letter provides our updated assessment of the City of Warren's compliance with the 2012 Settlement Agreement in the above-captioned action. This letter builds on our December 18, 2013 compliance letter and is based upon: our extensive review of documents, including policies, use of force reports, and internal affairs investigations; conference calls and correspondence with Warren Police Department ("WPD") supervisors and representatives from the City's Law Department; and on-site tours during which we observed training, engaged in ride-alongs with patrol officers, and again spoke with WPD supervisors and Law Department representatives.

We appreciate the collaborative and accommodating spirit evinced by city and police department leaders, administrators, staff members, and officers. Everyone we have interacted with at WPD – from patrol officers up to Chief Erik Merkel – has demonstrated a willingness to effect positive change and a desire to ensure that WPD is a professional police department that promotes constitutional policing. Throughout this compliance process, WPD leadership has been receptive to our feedback and technical assistance. Due in very large part to the leadership and hard work of Chief Merkel and many of WPD's supervisors and patrol officers, WPD has made significant progress toward achieving compliance with the Settlement Agreement. While much work is left to be done, WPD police officers should be pleased with what they have accomplished.

Since December 2013, when we issued our last compliance assessment, WPD has improved its use-of-force reporting and review process; bolstered its citizen complaint investigation and resolution procedures; and developed and implemented an early intervention system that tracks more data points than the Settlement Agreement requires. However, more work is necessary to ensure that officers have the proper guidance, training, supervision, and oversight to perform their law enforcement responsibilities safely and in accordance with the Constitution and the Settlement Agreement.

As with our December 18, 2013 compliance letter, we are attaching an appendix that lists each paragraph of the Settlement Agreement with which WPD must attain compliance. After each paragraph, we state our finding regarding WPD's compliance status. "Substantial Compliance" means that the police department is consistently satisfying the requirements of the provision in question; violations are minor or occasional and are not systemic. "Partial Compliance" means that the police department is consistently satisfying some components of the provision or all components of the provision on an intermittent basis; a moderate amount of work remains to achieve substantial compliance. "Non-compliance" means the police department is consistently failing to meet the requirements of the provision in question; significant work remains. Along with each finding, we also include an analysis of WPD's compliance efforts and, where we thought it would be helpful, we provide technical assistance.

The Settlement Agreement has 47 paragraphs that contain substantive requirements with which WPD must maintain compliance. Currently, we have found WPD to be in substantial compliance with 29 paragraphs, and we have found WPD to be in partial compliance with 18 paragraphs. We made no findings of non-compliance. By comparison, in December of 2013, we found WPD to be in substantial compliance with 17 paragraphs; in partial compliance with 18 paragraphs; and non-compliant with 11 paragraphs (we also found one paragraph to be inapplicable at the time). Over the past year, we have seen no shift in the status of 27 of the paragraphs with which WPD was in substantial compliance or partial compliance; we have seen WPD shift upward from "non-compliant" to "partial compliance" regarding six paragraphs; WPD has shifted from "partial compliance" to "substantial compliance" regarding another seven paragraphs; and from "non-compliant" to "substantial compliance" regarding five paragraphs. WPD also shifted from "inapplicable at this time" to "substantial compliance" regarding one paragraph.

Unfortunately, we found that WPD slipped from "substantial compliance" to "partial compliance" regarding one paragraph which relates to WPD's complaint policy (Par. IV.B.2). WPD should pay particular attention to this provision as it moves forward in its compliance efforts. In the future, as WPD works to attain substantial compliance regarding the remaining provisions in which it is deficient, it should also aggressively maintain those areas in which it has already achieved substantial compliance. WPD must maintain simultaneous, substantial compliance regarding all 47 provisions for two consecutive years before the City may move to end the Agreement.

We are available to assist WPD as it continues to reform, improve, and modernize its police department. We appreciate your willingness to embrace change and develop new policies and procedures in line with the Settlement Agreement and national policing standards. We will continue to work collaboratively with you, the City, and the police department, and we are optimistic that WPD will continue to progress quickly.

If you have any questions about this letter, please contact me at (202) 305-4039.

Sincerely,

A handwritten signature in black ink, appearing to be 'JM', with a long horizontal line extending to the right.

Jack Morse
Trial Attorney
Special Litigation Section

cc: Michelle Heyer
Assistant United States Attorney
for the Northern District of Ohio