

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE LIBERTY COUNTY SHERIFF'S OFFICE
DEPARTMENT OF JUSTICE NUMBER 171-19-24

I. BACKGROUND

- A. In May 2022, the United States Department of Justice (DOJ), received a complaint of race discrimination filed against Liberty County Sheriff's Office (LCSO). In that complaint, Delaware State University, a historically Black university, alleged that, on April 20, 2022, LCSO discriminated against its hired driver, athletic coach, and students based on race when it conducted a racially discriminatory traffic stop of a bus chartered by Delaware State University in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7, and its implementing regulations, 28 C.F.R. Part 42, Subpart C (Title VI). Following a traffic stop of the Black driver of that bus for driving in the left lane of the highway, the University alleged that the subsequent searches of the personal belongings of the primarily Black passengers, including through the use of a drug-sniffing dog, violated the civil rights of the passengers.
- B. Title VI prohibits discrimination based on race, color, and national origin in federally-funded programs or activities. DOJ has jurisdiction under Title VI to investigate LCSO and, where appropriate, negotiate and secure voluntary compliance because LCSO receives federal financial assistance from DOJ.
- C. To date, DOJ has conducted numerous interviews, including with individuals involved in the April 20, 2022 stop; reviewed information provided by LCSO; viewed body camera footage from multiple officers present during the stop; and reviewed publicly available documents. LCSO has fully cooperated during the course of such review.
- D. LCSO has also conducted an internal investigation of the subject traffic stop and concluded that its officers acted consistent with applicable law and the policies of LCSO, which strictly prohibit bias-based law enforcement action. More specifically, during its investigation, LCSO found no evidence that its officers relied upon race in stopping the bus chartered by Delaware State University or in deciding upon the scope and substance of related investigatory activities.
- E. Notwithstanding LCSO's position in this matter, LCSO desires to work with DOJ in the LCSO's ongoing efforts to modernize its operations and to better ensure that their common goals are effectively pursued with even greater resources and urgency. By this Memorandum of Agreement (MOA or Agreement), LCSO additionally intends to

communicate its steadfast commitment to the eradication of bias-based law enforcement practices to whatever extent they may exist.

F. The voluntary compliance framework of Title VI provides DOJ with the flexibility to support state and local law enforcement recipients as they implement practices designed to ensure nondiscrimination. This voluntary resolution agreement between LCSO and DOJ seeks to ensure that LCSO has the tools and training to effectively engage with the community and to conduct its policing activities in a nondiscriminatory manner. In particular, this MOA intends to encourage and support the ongoing efforts of LCSO under the leadership of Sheriff Bowman, through the items identified in II.A, B, D, E, and F below.

G. In light of the above, DOJ and LCSO (collectively, the Parties) agree as follows:

II. COOPERATIVE AGENDA

A. Consistent with its stated policies and ongoing efforts to identify and eliminate discriminatory law enforcement practices, LCSO affirms that it will comply with Title VI and refrain from discrimination against individuals based on their race, national origin, or color.

B. Policy Review

LCSO policies, including LCSO General Order Number 2.24: Bias Based Profiling, explicitly state that discriminatory law enforcement practices are prohibited, and provide for regular training, performance review, monitoring, a public complaint process, and other measures to ensure compliance and accountability with regard to such non-discrimination policies. In order to ensure that these priorities are effectively communicated and implemented, LCSO will review and, where appropriate, revise its policies to better ensure that its prohibition against discriminatory law enforcement action (particularly with respect to traffic enforcement) is clearly stated and consistent with best practices and Title VI. To assist LCSO in this regard, LCSO will provide proposed policy revisions to DOJ for review and comment.

C. Facilitated Dialogue

With the assistance of DOJ, LCSO has offered to meet with the students, driver, and coaches involved with the traffic stop. If the offer is accepted, the meeting will be held in a safe, supportive, and inclusive environment. It will provide LCSO and the participants the opportunity to engage in a constructive dialogue about the impact and effect of the April 20, 2022 stop. If the meeting goes forward, DOJ will consult with LCSO to identify a trained and qualified facilitator for the meeting.

D. Public and Community Engagement

LCSO is committed to strengthening its ties with the communities it encounters. To further this commitment, LCSO will continue its efforts to develop best practices for working with the community, building partnerships, and improving communication with the community, as well as practices to resolve disputes, address conflict and tensions, and address and prevent bias incidents and perceived bias incidents. LCSO will consult with DOJ's Community Relations Service (CRS) to discuss best practices for working with the community, building partnerships, and improving communication with the community to resolve disputes, address conflict and tensions, and address and prevent bias incidents and perceived bias incidents.

E. Training

As required by its policies, LCSO will continue to conduct mandatory training on non-discriminatory and anti-bias policing for all LCSO employees. Training will also be required for all LCSO contractors who have contact with the public. Consistent with LCSO's current training schedule, such training will be held at least annually for all individuals who have contact with the public. The training curricula currently covers (and will continue to cover), at a minimum: the prohibition against race, national origin, and color discrimination; definitions of bias based policing and discriminatory policing; examples of conduct that would constitute discriminatory policing and the types of indicators officers may properly rely on; LCSO policies and protocols related to discriminatory policing, including complaint processing and ensuring pre-planned operations or activities are carried out in a race-neutral manner; and police and community perspectives related to discriminatory policing. To assist LCSO in this regard, LCSO will provide DOJ its proposed training materials, as well as help identify courses, training materials, and other resources which LCSO may find useful, for review and comment.

F. Tracking and Reporting

1. LCSO's current policies contemplate the preparation and review of regular statistical reports designed to identify any incidences or patterns of bias-based profiling. Toward this end, LCSO has been working with the governing authority of Liberty County to secure funding for a computer-based reporting system sufficient for such purpose. LCSO will continue to actively pursue funding for such system and use all reasonable efforts to promptly implement said system following funding. LCSO will ensure that officers collect data on all vehicle stops, whether or not they result in the issuance of a citation or arrest. LCSO will consult with DOJ regarding the types of data that LCSO will collect, including, but not limited to: racial demographic data; the use of canine unit(s) (and the reason(s) for such use); whether a search was conducted (and the reason for any search); consent information; and, the reason(s) for the stop.
2. Following the implementation of the data collection system and process described above, LCSO will provide training to all officers on data collection. Training will

be provided to all personnel responsible for inputting, collecting or analyzing data collected. To assist LCSO in this regard, LCSO will submit to DOJ any training materials for review and comment.

3. As contemplated by its current policies, LCSO will develop a protocol for periodic analysis of the traffic stop data to look for warning signs or indicia or possible racial profiling or other improper conduct. In this context, warning signs or indicia of possible racial profiling or other misconduct include, but are not limited to: racial and ethnic disparities in traffic stop patterns that cannot be explained by neutral factors; evidence of extended traffic stops or disparities regarding the use of canine units during stops for certain racial or ethnic groups; and, other indications of racial or ethnic bias in the exercise of official duties.
4. As provided in its policies, LCSO will analyze the collected data on a quarterly and annual basis to look for possible individual-level, unit-level, or systemic problems. Officers will not review or analyze collected traffic stop data relating to their own activities. All such data will be available to the public in accordance with applicable law, with LCSO's annual data analysis to be made available to the public via its website.
5. As contemplated by LCSO policies, if any review or analysis of the traffic stop data indicates that a particular officer, unit, or detail may be engaging in racial profiling or unlawful searches or seizures, or that there may be systemic problems regarding any of the foregoing, LCSO will take reasonable steps to investigate and closely monitor the situation. Interventions may include, but are not limited to, counseling, training, supervisor ride-alongs, ordering changes in practice or procedure, changing duty assignments, discipline, or other supervised, monitored, and documented action plans and strategies designed to modify activity. If LCSO concludes that systemic problems of racial profiling or unlawful searches or seizures exist, LCSO will take appropriate steps at the agency level – including analyzing whether changes to deployment patterns, crime-fighting strategies, or policies may reduce racial disparities – in addition to initiating corrective and/or disciplinary measures against the appropriate staff. All interventions will be documented in writing.

G. Complaint Processing. It is LCSO's position that accountability is essential to the integrity of LCSO and its relationship with the citizens and communities it protects. In this regard, and upon entering office, the Sheriff established the Bureau of Professional Standards to receive, investigate, and respond to citizen complaints, as well as to correct and disclose policy violations and other misconduct. In particular, LCSO has stated its commitment to treating reported racial discrimination consistent with the most serious misconduct. As envisioned by LCSO, it is confirmed that:

1. LCSO will review its policies and procedures to ensure that allegations of misconduct are courteously received; centrally documented and tracked; fully and fairly investigated; and that LCSO's written responses are courteous, professional, and non-retaliatory. Where allegations are sustained, discipline will be imposed fairly and consistently, and officers and complainants will be provided information as appropriate and consistent with applicable law. LCSO

will review its policies regarding written notification to complainants of the outcome of such investigations to ensure those notifications are courteous, professional, and non-retaliatory. LCSO will draft templates or form letters for such written notifications and submit the templates or forms to DOJ for review and comment.

2. LCSO will develop a protocol for regularly, and at least annually, assessing the effectiveness of LCSO's accountability practices. This assessment will be designed to ensure that members of the public can readily make a complaint alleging police misconduct and that such complaints are investigated and adjudicated consistently with LCSO policy. The assessment will include: an analysis of the number of complaints received; the disposition of complaints by complaint type; the timeliness and average length of complaint investigations; disciplinary actions taken; an analysis of problematic complaint trends; and an analysis of whether there are disparities in disposition decisions or disciplinary penalties. As part of the assessment process, LCSO will identify deficiencies and opportunities for improvement; implement appropriate corrective action and improvement measures as LCSO deems necessary and feasible; and document any such measures taken. A summary of each annual assessment will be provided to DOJ following its preparation.
3. LCSO will continue to provide training to its Bureau of Professional Standards on its policies and procedures described in (1) above, to ensure that investigators and supervisors are provided with sufficient guidance and training to effectively address civilian complaints, including, without limitation, complaints alleging race, color, or national discrimination.

III. FURTHER COOPERATION

- A. The Parties will develop a plan to ensure all provisions of this Agreement are implemented within two years of the Effective Date.
- B. LCSO will meet with DOJ on a quarterly basis to update DOJ on the status of LCSO's implementation of this Agreement and discuss what further assistance from DOJ might be appropriate and feasible. LCSO will fully cooperate with DOJ in connection with any additional requests for information relevant to this Agreement.
- C. If concerns arise regarding this Agreement, the Parties will meet and confer to resolve those concerns cooperatively.

IV. GENERAL TERMS

- A. Each representative executing this Agreement certifies that they are authorized to enter into and consent to the terms of this Agreement and to legally bind their party to it. This Agreement may be executed in counterparts.

- B. This Agreement is applicable to, and binding upon, the Parties, their principals, officers, agents, employees, administrators, representatives, assignees, successors, and all legal representatives thereof.
- C. The Parties may, upon mutual written agreement, amend this Agreement to address changed circumstances.
- D. This Agreement resolves this Title VI investigation, and is limited to the facts and issues presented during this investigation. This Agreement neither affects LCSO's continuing obligation to comply with Title VI nor precludes DOJ from taking appropriate action to evaluate LCSO's compliance with any laws or regulations enforced by DOJ.
- E. LCSO acknowledges its obligation, independent of this Agreement, to ensure that all LCSO programs and activities, and the programs and activities of all entities that receive federal financial assistance directly or indirectly from LCSO, comply with Title VI.
- F. Consistent with its policies, LCSO will not threaten, coerce, discriminate, or take other adverse actions against any individual for the purpose of interfering with any right or privilege secured by Title VI or because that individual has made a complaint, testified, assisted, or participated in any manner any investigation.
- G. This Agreement does not bar any individual from pursuing a Title VI complaint, or any other action allowed by law, against LCSO. Similarly, the execution and performance of this MOA on the part of LCSO is not, and shall not be deemed to be, an admission of any unlawful or actionable conduct on the part of LCSO or its personnel.
- H. DOJ may review compliance with this Agreement at any time during the term of the Agreement.
- I. Failure by DOJ to enforce this entire Agreement, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of DOJ's right to enforce provisions of this Agreement.
- J. This Agreement is a public document that will be posted in a conspicuous location on the public website or the equivalent of each Party for the duration of the Agreement and provided to any individual who requests a copy.
- K. The Effective Date of this Agreement is the date of the last signature below.
- L. The Agreement will terminate two years from the Effective Date provided that LCSO has demonstrated substantial compliance with the provisions of this Agreement.

[Signatures Appear on Following Page]


[Memorandum of Understanding – DOJ No. 171-19-24]

For the Liberty County Sheriff's Office


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For the United States of America

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