



**U.S. Department of Justice**

**Civil Rights Division**

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

February 12, 2021

**VIA ELECTRONIC MAIL**

George K. Wysong III, Esq.  
Division Chief-General Government Division  
City of Miami Office of the City Attorney  
400 NW 2nd Avenue  
Miami, FL 33128

Re: Settlement Agreement Between the United States and the City of Miami and  
Miami Police Department

Dear Mr. Wysong:

We write to convey our assessment of the status of compliance of the City of Miami (City) and the Miami Police Department (MPD) with the Settlement Agreement (Agreement). The United States, the City, and MPD entered into the Agreement in March 2016 with the goal of “ensuring that police services continue to be delivered to the people of the City of Miami in a manner that fully complies with the Constitution and laws of the United States, effectively ensures public and officer safety, and promotes public confidence in MPD and its officers.” Agreement at I(A)(1).

Over the nearly five years that the Agreement has been in place, the City and MPD have worked diligently and effectively to implement the Agreement’s provisions and to address deficiencies in MPD’s delivery of police services. The Agreement required MPD to improve its practices in numerous areas, including investigations of officer-involved shootings, supervision of officers, operation of specialized units, training, and community engagement. Through its sustained efforts, the City and MPD have implemented new and revised MPD policies, increased and improved training, and modified practices to improve the performance of MPD officers.

The performance of the City and MPD in implementing the Agreement has been monitored and evaluated in a series of public reports. The appointed Independent Reviewer monitored MPD’s performance and issued eight reports containing her methodology, recommendations, and findings for each requirement of the Agreement, and she concluded that the City and MPD achieved substantial compliance as of May 2019. Following the resignation of the Independent Reviewer, the United States began to monitor the Agreement and issued the Ninth Monitoring Report, which concluded that the City and MPD had maintained substantial compliance with each provision of the Agreement through September 2019.

Today, the United States is issuing its Tenth Monitoring Report. Our assessment is based upon our review of MPD's reforms related to those subjects covered by the Agreement, including: policies and procedures; training records; body-worn cameras updates; management and supervision of specialized units; Firearms Review Boards reports; High Liability Review Board reports; and Internal Affairs summaries, including disciplinary reports. Based on our review, we found that MPD has maintained substantial compliance with each provision of the Agreement during this rating period.

Paragraph 92 of the Agreement contemplates that the Agreement will terminate once the City and MPD have maintained substantial compliance with the Agreement for one year. Based on the 10 monitoring reports and the findings of sustained substantial compliance since August 2019, the United States agrees that the City and MPD have fulfilled their obligations under the Agreement and the Agreement should be terminated. During the life of the Agreement, MPD has implemented significant reforms that improved officer-involved shooting investigations, led to a more effective policy development process, improved training, enhanced supervision, and prioritized community engagement.

The United States appreciates the productive partnership that the parties have enjoyed during the pendency of the Agreement. We acknowledge the hard work that MPD officers and staff devoted to improving policing services, and we appreciate the courtesy and professionalism the City and MPD extended throughout the investigation and implementation periods.

Sincerely,

*/s/ Steven H. Rosenbaum*

Steven H. Rosenbaum  
Chief  
Special Litigation Section