



U.S. Department of Justice

Civil Rights Division

Office of the Assistant Attorney General

Washington, D.C. 20530

January 26, 2016

Mayor James W. Knowles III
Ferguson City Councilmembers
110 Church Street
Ferguson, Missouri 63135

Re: Agreement to Resolve Department of Justice Investigation

Dear Members of the Ferguson City Council:

We understand that on January 27, 2016, the City of Ferguson intends to publicly release the Agreement it has negotiated with the United States Department of Justice Civil Rights Division, prior to voting on whether to approve it. Attached is a copy of the Agreement as fully and finally negotiated by the City and the Department of Justice. The Agreement is meant to resolve the United States' investigation of the City's police department and municipal court and ensure that the measures necessary for constitutional policing in Ferguson are implemented. If approved by the City Council, the City and the Department of Justice will file the Agreement with the federal district court in St. Louis and jointly request that the Agreement be entered as an order of the court. The United States intends to seek a fairness hearing where members of the public would have the ability to provide comment to assist the court's determination of whether the Agreement is fair, adequate, and reasonable. The City has stated also that it intends to vote on February 9 on whether to accept this Agreement as it has been negotiated.

We would like to express our appreciation for the efforts the City has made to work cooperatively with us to resolve this matter and ensure that Ferguson's police and court practices are constitutional. The City's negotiating team, consisting of Mayor Knowles and Councilmembers Bell and Byrne, has been thoughtful, creative, and resolute in arguing for terms that it believed necessary to address the City's interests, including its interests in effective policing and in assuring fair and lawful treatment of all people living in, working in, or passing through Ferguson.

As has long been established under law, constitutional protection cannot be denied on the grounds of cost. With this in mind, the negotiating team and the Department of Justice have worked to ensure that police and court reform would be accomplished in a timely, meaningful, and cost-effective way. The Department of Justice also made significant efforts to provide free technical assistance throughout our investigation and negotiation, and to find resources that could be provided to assist the City in meeting the Agreement's requirements.

Through these efforts, the City and the Department of Justice have been able to reach an Agreement about which, we believe, the entire Ferguson community has reason to be proud. The diligent implementation of this Agreement will ensure that police and court services in Ferguson are provided in a manner that fully promotes public safety, respects the fundamental rights of all Ferguson residents, and makes policing in Ferguson safer and more rewarding for officers. The Agreement also will ensure that the City's stated commitment to refocusing police and municipal court practices on public safety, rather than revenue generation, takes root and will not be undone.

This Agreement will:

- Create a community engagement strategy that requires meaningful engagement between Ferguson police officers and all segments of the Ferguson community, with a focus on engagement with groups and individuals throughout Ferguson that have not had strong or positive relationships with the Ferguson Police Department ("FPD") or the City, including the City's youth and apartment tenants;
- Establish long-term programs that promote and foster positive police-youth interactions, to rebuild trust between those two groups;
- Require revisions to the City's municipal code to ensure it comports with the Constitution and is not used in a manner that harms Ferguson's most vulnerable residents;
- Ensure that officers are provided the training, supervision, and support they need to police effectively, lawfully, ethically, and safely;
- Require implicit bias-awareness training of all court staff and FPD personnel, including supervisors and unsworn officers;
- Ensure that FPD's stop, search, and arrest practices adhere to the Fourth Amendment and do not discriminate on the basis of race or other protected characteristics;
- Protect all individuals' First Amendment rights, including their right to record public police activity and engage in lawful protest;
- Reorient Ferguson's use-of-force policies toward de-escalation and avoiding force—particularly deadly force—except where necessary, consistent with a full recognition of the sanctity of life;

- Recognize that policing is a difficult, high-stress occupation, and ensure that officers and their families have the support services they need;
- Facilitate recruitment and retention of a diverse work force consisting of the highest quality officers;
- Require FPD to implement a robust accountability system that takes misconduct complaints seriously and holds its officers to high standards;
- Require FPD to collect the data on its own operations needed for it to continue to learn and improve upon its police and court practices;
- Ensure that the City's municipal court respects individuals' due process and equal protection rights, by eliminating unlawful practices concerning the imposition and enforcement of fines and fees; and
- Require the selection of an independent monitor who not only will review and report publicly on the City's implementation of the Agreement, but will also provide assistance to the City on how to do so effectively.

In sum, the Agreement fully addresses the breadth of the systemic deficiencies our investigation identified, taking into account the steps the City has taken already to address those deficiencies. In many respects, this Agreement simply encapsulates the elements that any small- to medium-size police department can and should put in place to ensure that its officers conduct themselves in a manner that is constitutional and effective, and that builds trust and genuine partnerships in diverse communities. In other respects, the requirements of the Agreement are needed because of the specific unlawful conduct that our investigation identified. The length and depth of the Agreement reflects the parties' belief that a detailed agreement will better enable full implementation of these provisions, and help ensure that the City has clear expectations from the outset about what it is required to do to reform its police department and municipal court.

In addition, the Agreement acknowledges that Ferguson has made some positive changes to its law enforcement practices since the Department of Justice's findings were released last March. Given the nature and scope of the deficiencies we identified, the recency of these efforts, and the time it may take to correct the deficiencies, the Agreement recognizes that necessary reforms must be memorialized in a court-enforceable and independently monitored agreement to ensure they are fully implemented.

Finally, the Agreement leaves the City in control of its police department and municipal court. Any transfer of authority would not eliminate or relieve the obligation to ensure constitutional policing and court services in Ferguson. Thus, a transfer of authority would not end this matter.

We understand that, after allowing for public comment, the City Council intends to vote on whether to approve the Agreement and, consistent with the City Charter, can do so by February 9. We remain hopeful that the City Council will approve the Agreement on that date, and that we will not have to resort to contested litigation, given that this would delay implementation of much needed police and court reform, and divert substantial resources away from the reform effort. If you have any questions or would like to discuss this matter, please contact the Department's negotiating team from the Special Litigation Section.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanita Gupta", with a long, sweeping flourish extending to the right.

Vanita Gupta
Principal Deputy Assistant Attorney
General

cc: De'Carlton Seewood
Ferguson City Manager

Dan K. Webb
Jared L. Hasten
Winston & Strawn LLP

Stephanie E. Karr
Ferguson City Attorney
Curtis, Heinz, Garrett & O'Keefe P.C.