



U.S. Department of Justice

Civil Rights Division

Office of the Assistant Attorney General

Washington, D.C. 20530

March 4, 2016

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

Dan K. Webb
Winston & Strawn LLP
35 W. Wacker Drive
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Re: United States v. City of Ferguson (4:16-cv-00180)

Dear Ferguson City Council and Counsel:

We write in response to your recent communications, in which questions continue to be raised regarding the potential costs of implementing the proposed agreement initially negotiated in this case. That agreement was the product of several months of negotiations, during which the cost concerns expressed by your team were taken seriously, fully considered, and negotiated. The resulting agreement sets forth a framework for effectively and efficiently protecting the fundamental rights of all Ferguson residents and promoting public safety. The United States will not accept the modifications that the City of Ferguson ("the City") unilaterally made to the agreement on February 9, 2016, or any re-opening of the long process of negotiation that led to the agreement. We are fully prepared to litigate this matter. Should the City wish to avoid the litigation process, we submit that the alternative is to sign the agreement as negotiated between the parties in good faith – an agreement that provides the framework for the reforms necessary in Ferguson.

You will recall that our negotiations were extensive and considered cost concerns throughout the process. As we do in every case, we committed during our negotiations to cooperatively address concerns about costs or other challenges that may arise during the implementation process, and our commitment to that cooperation has not changed.

First, as with all of our police reform settlement agreements and as we made clear during our negotiations, the precise contours of implementation of the agreement would be developed over time in close coordination and consultation with City officials, the Department of Justice, the independent monitor, and the court. The Department has a strong interest in ensuring the sustainability of the reforms in our consent decrees and we understand that sustainability often, as a practical matter, requires attention to the financial condition of the local jurisdiction during the implementation stage. It is not uncommon for financial or staffing challenges to arise in the course of implementation of our consent decrees. Provided those challenges are genuine, approached in good faith, and not pretexts for non-compliance, we are committed to working

with jurisdictions to overcome these challenges. The Department has a demonstrated record of working cooperatively with jurisdictions to ensure that implementation of consent decree provisions remedies constitutional deficiencies while supporting and enhancing the capacity of law enforcement officials to carry out their mission of protecting public safety.

Second, as you know from our negotiations, the provisions of the agreement requiring the City to develop a recruitment plan, including a plan to “offer salaries that will place FPD among the most competitive of similarly sized agencies in St. Louis County,” were specifically negotiated with the City to address concerns about low officer retention rates and the need to attract and retain a highly qualified workforce following the City’s investment in training its officers. We have always been clear that the salary provision neither requires any specific salary increase nor prohibits increases from being implemented over a reasonable time period. Nor is the recruitment plan required to address salary increases for any City employees outside FPD. As with many other aspects of the agreement, the recruitment plan provisions set requirements that the City must implement over time.

Third, as we do in many jurisdictions as part of our efforts to advance and support constitutional policing, the Department of Justice has provided significant technical assistance and other grant support to the City, with this support increasing after August 2014. As we discussed during our negotiations, should the City commit to the successful implementation of the agreement, we would expect this technical assistance and other support to continue until such implementation is complete, and would continue to work with the City to identify additional opportunities for federal support.

We continue to believe that the City of Ferguson can expeditiously bring about constitutional policing and municipal court practices through implementation of the negotiated agreement. Should that commitment be made, we would remain committed – as expressed throughout our negotiations – to working with the City towards the reforms that would inure to the benefit of all of the citizens of Ferguson.



Vanita Gupta
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