

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND**

UNITED STATES OF AMERICA,

Plaintiff;

v.

POLICE DEPARTMENT OF BALTIMORE
CITY, et. al.,

Defendants.

Civil Action No. ____

CONSENT DECREE

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I. INTRODUCTION

1. The United States, the Mayor and City Council of Baltimore (“City”) and the Police Department of Baltimore City (“BPD” or “the Department”), collectively the “Parties,” are committed to effective, constitutional law enforcement. The purpose of this Agreement is to ensure that the City and BPD protect individuals’ statutory and constitutional rights, treat individuals with dignity and respect, and promote public safety in a manner that is fiscally responsible and responsive to community priorities.

2. The Parties recognize that these outcomes require partnership between BPD and the communities it serves, one in which the Department is transparent about its processes and provides community members with a voice in its functions. This Agreement is designed to enhance BPD’s relationship with its community through increased transparency and public input, improve oversight and accountability systems to ensure that the Department will collect and analyze data on officer activities, impose discipline for misconduct fairly and efficiently, and enhance support for officers through robust employee wellness programs, law enforcement policies, training, and supervision.

3. The City and BPD have already begun the critical work of reform, and this Agreement is designed to build on the work that has already been done. BPD has already made meaningful changes to numerous policies; provided additional training; supplied officers with new equipment, including beginning implementation of body-worn cameras; committed additional resources to its community outreach efforts, particularly with Youth; and invested in additional technology and infrastructure. While the Parties recognize this progress, they also recognize that much work remains, including in those areas where reform has already begun. The Parties recognize that police officers work in difficult conditions, risking their well-being

and physical safety, including the ultimate sacrifice of their lives, for the public good. The City and BPD commit to ensure that its officers have the resources to perform their duties successfully and within constitutional boundaries to promote officer and public safety.

A. Background

4. On August 10, 2016, the United States issued a report detailing the findings of its investigation pursuant to 42 U.S.C. § 14141 (“Report”). The Report documented areas in which the United States found reasonable cause to believe that BPD engages in a pattern or practice of conduct that violates the Constitution and federal law, including: (1) making unconstitutional Stops, Searches, and Arrests; (2) using enforcement strategies that produce severe and unjustified disparities in the rates of Stops, Searches and Arrests of African Americans; (3) using excessive force; and (4) retaliating against people engaging in constitutionally-protected expression. The Report additionally outlined areas in which the United States had serious concerns about the lawfulness of BPD’s police practices.

5. On that same date, the Parties entered into an Agreement in Principle (“AIP”) that provided the contours for this Agreement. While the City and BPD did not and do not admit or agree with the findings in the United States’ Report, in the AIP, the City and BPD recognized that the United States’ findings raised issues of importance to the City, BPD, and the community that should be addressed, and they committed to address each of the concerns raised in the United States’ Report. The AIP described reforms already begun by the City and BPD. To the extent the AIP described future commitments and reforms, this Agreement now embodies and describes in detail the City’s and BPD’s agreement to address the findings of the Report and supersedes the AIP. It is the specific intent of the Parties that this Agreement shall control the obligations of the Parties with respect to the Findings Report.

6. The Parties recognize that constitutional and effective policing are interdependent, and rely on a strong partnership between the police department and the communities that it serves. To ensure that the reforms embodied in this Agreement are responsive to community concerns, the Parties consulted extensively with community leaders, police officers, advocates, residents, and other concerned individuals who offered meaningful recommendations and insights on reform. This Agreement reflects the broad input received by the Parties from the diverse communities that make up the City of Baltimore. The Parties are committed to ongoing engagement with community stakeholders to foster continued participation and long-term sustainability of the reforms created by this Agreement.

7. The United States filed a Complaint based on the results of its investigation, as outlined in its Report, alleging that the BPD has engaged in a pattern or practice of conduct that violated the Constitution and federal laws by making unconstitutional Stops, searches, and Arrests, in violation of the Fourth and Fourteenth Amendments; using enforcement strategies that disproportionately impact African Americans, in violation of Title VI of the 1964 Civil Rights Act, 42 U.S.C. § 2000d (“Title VI”), the Title VI implementing regulations, 28 C.F.R. §§ 42.101-112, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d (“Safe Streets Act”); using excessive force, in violation of the Fourth Amendment and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131–12134 (“ADA”); and retaliating against individuals engaging in constitutionally-protected expression, in violation of the First Amendment. The City and BPD deny the allegations in the Complaint and the Report.

8. The City and BPD are, by and through their officials, officers, employees, agents, assigns, or successors, enjoined from engaging in the patterns or practices of conduct by law enforcement officers of the BPD that were the basis of the August 10, 2016 Findings Report.

9. The parties have entered this Agreement to avoid the risks, expense, and burdens of litigation and to resolve voluntarily the claims in the United States' Complaint.

II. COMMUNITY OVERSIGHT TASK FORCE

10. The Parties recognize that effective civilian and community oversight of BPD is essential to rebuilding trust between BPD and the communities it serves and ensuring that BPD's enforcement activities reflect community values and are consistent with the Constitution and federal, state, and local laws. Civilian and community oversight of BPD raises complex issues of state and local law, and it must reflect input from a broad and diverse group of communities and stakeholders throughout the City of Baltimore.

11. Recognizing that these issues require substantial consideration and public input, the City will establish, within 90 days of the Effective Date of the Agreement, a Community Oversight Task Force ("COTF") to recommend reforms to the current system of civilian oversight. COTF will consist of five members, representative of diverse communities of Baltimore, appointed by the Mayor. COTF will review the functions of the Civilian Review Board ("CRB"), and whether there are impediments to BPD civilian complaint processes that inhibit the ability of the Baltimore community to seek accountability for police misconduct. The City will provide sufficient resources for COTF to fulfill its obligations under the Agreement.

12. The COTF will review how the civilian oversight system currently functions, how it should function, and what are the impediments to change, and will then make recommendations based on that information. The assessment will consider civilian oversight models and promising practices in place in other cities throughout the nation.

13. The assessment will make recommendations to improve civilian and community oversight of BPD, which will include the following areas:

- a. Whether changes should be made to the CRB to improve its efficacy, including, but not limited to, changes to complaint intake, investigations, resources, coordination with and independence from BPD, and authority to recommend discipline; the assessment should specify whether any recommended changes require state legislative action;
- b. Whether there are impediments to BPD's civilian complaint processes that inhibit the ability of the Baltimore community to obtain accountability for misconduct;
- c. Whether the community has sufficient access to information about CRB's organization, complaint investigation activities, and discipline recommendation processes to promote public confidence in the CRB and ensure that it serves its function to enable BPD to be responsive to community values, and whether any recommended access would require state legislative action;
- d. Whether existing civilian-police communication and accountability structures can be improved, or whether additional or different civilian or community oversight entities are necessary to:
 - i. provide effective guidance on community perspectives on BPD policies, procedures, and practices;
 - ii. oversee BPD's accountability systems and disseminate information to the public about BPD's activities in readily accessible format; and
 - iii. foster a stronger relationship between BPD and the communities it serves;
- e. Whether changes should be made to BPD's community policing strategies to increase cooperation between BPD and the communities it serves.