Joint Statement of Principles by
The United States Department of Justice and the City of Cleveland
Regarding the Cleveland Division of Police

The United States and the City of Cleveland (collectively, "the Parties"), commit to work together to develop a framework to reform certain use of force and search and seizure practices, as well as training, supervision and accountability mechanisms of the Cleveland Division of Police ("CDP"). The Parties have agreed to begin negotiations with the intention of reaching a court-enforceable settlement agreement ("Consent Decree" or "Agreement") between the United States Department of Justice ("Department") and the City of Cleveland which Decree, as one of its terms, will include a provision for an outside independent monitor to ensure continued compliance with the terms of the Decree. The Parties recognize the urgency of this matter and seek to complete negotiations expeditiously. Any agreement reached will build on measures already undertaken by CDP and be informed by input from the diverse communities that make up Cleveland, including Cleveland's police officers.

The Department conducted its investigation pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141. The City requested that this investigation occur. The investigation concluded that there is reasonable cause to believe that CDP engages in a pattern or practice of using excessive force in violation of the Fourth Amendment and also identified serious concerns about certain search and seizure practices. While the City does not concede that there is a pattern or practice of constitutional violations, it agrees that the Department's findings raise issues of importance to the City and the community and is committed to addressing the issues raised by the investigation.

The Parties are committed to ensuring that police practices not only reflect constitutional principles, but the values of the communities served by CDP. To ensure community input in the process, in the coming weeks the Parties will seek recommendations and suggestions from community stakeholders in developing a comprehensive and effective plan for CDP. The Parties also agree that it is critical to seek the input of CDP officers and their representatives in developing an appropriate agreement. The successful implementation and sustainability of reforms will require the active participation of, and input from, the Cleveland community.

An independent monitor will be selected to assist in determining whether the Agreement is being implemented and whether the goals of the Agreement have been achieved. While negotiations are pending, the Parties intend to issue a Request for Information to solicit responses from potential candidates who may be interested in serving as an independent monitor. The Request for Information will describe the qualifications and experience required for the position and will be distributed nationally. The Request for Information is intended to assist the Parties in identifying qualified candidates who will provide objective, cost-effective, and thorough assessments of the compliance with the Agreement. The Agreement will specify the selection and appointment process for the independent monitor. The Chief of CDP, who is answerable

to the Director of Public Safety and the Mayor of Cleveland, will always retain full authority to run the Division in accordance with law.

The Agreement will include objective outcome measures, to be negotiated by the Parties, to assist in determining whether CDP's policies and practices are resulting in more effective and constitutional policing. The outcome measures will assist in assessing the progress toward compliance with the terms of the Agreement and, therefore, the end of some or all of its terms.

The Parties agree to seek to have the Agreement approved by and entered as a consent order in the U.S. District Court for the Northern District of Ohio, where venue is proper.

The Parties recognize that the process of reform is complex and will require sustained effort. Reform will not occur overnight and will require clear goals and objectives. To this end, the Parties commit to work collaboratively and earnestly and with necessary urgency. The Parties agree to work to implement the Agreement for as long as necessary to ensure that they have achieved their goals for sustainable reform.

This Joint Statement of Principles is not intended to limit or expand the right of any person or entity seeking relief or pursuing legal action against the City, CDP, or any officer or employee thereof, for their conduct or the conduct of CDP officers. No person or entity is or is intended to be a third-party beneficiary of this Joint Statement for the purposes of any civil, criminal, or administrative action. This Statement does not limit or restrict the Department of Justice's ability to initiate a civil action under 42 U.S.C. § 14141, to conduct any investigation or bring any criminal charge, or to seek other enforcement action to protect the rights, privileges, or immunities of individuals that are secured or protected by the Constitution or laws of the United States. This Statement does not constitute an admission for purposes of liability or otherwise by the City of Cleveland.

Agreed to this 2nd day of December, 2014.

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