

VIRGINIA:

IN THE CIRCUIT COURT FOR ISLE OF WIGHT COUNTY

COMMONWEALTH OF VIRGINIA,)
EX REL. JASON S. MIYARES,)
ATTORNEY GENERAL,)
)
Plaintiff,)
v.)
TOWN OF WINDSOR,)
)
Defendant.)

Civil Action No.
CL21001186-00

AGREED CONSENT ORDER

This Agree Consent Order is entered between the Plaintiff, Commonwealth of Virginia, by, through, and at the relation of Jason S. Miyares, Attorney General of Virginia (the Plaintiff), and the Defendant, Town of Windsor (the Defendant). The Plaintiff and Defendant (collectively, the Parties) represent to the Court that they have resolved the matters between them and have agreed to the terms of this Agreed Consent Order (Agreed Consent Order, Order, or Consent Order) as follows:

RECITALS

1. The Plaintiff is the Commonwealth of Virginia, by, through, and at the relation of Jason S. Miyares, Attorney General of Virginia.
2. The Defendant is the Town of Windsor.
3. In its First Amended Complaint the Plaintiff alleges that the Defendant violated Va. Code § 2.2-511.1 by engaging in a pattern or practice of conduct in violation of Fourth Amendment protections against illegal search and seizure, First Amendment protection against

government agents chilling free speech through retaliation or threats of arrest, Fourteenth Amendment protection against deprivation of rights, privileges, and immunities through deficient policies on the use of excessive force, hiring, training, and supervising officers, and Fourteenth Amendment protection against deprivation of rights, privileges, and immunities on the basis of race.

4. In its Answer the Town denies that it violated Va. Code § 2.2-511.1 by engaging in a pattern or practice of conduct in violation of Fourth Amendment protections against illegal search and seizure, First Amendment protection against government agents chilling free speech through retaliation or threats of arrest, Fourteenth Amendment protection against deprivation of rights, privileges, and immunities through deficient policies on the use of excessive force, hiring, training, and supervising officers, and Fourteenth Amendment protection against deprivation of rights, privileges, and immunities on the basis of race. As set forth in its motion to dismiss and in its Answer the Town also denies that this Court has subject matter jurisdiction of the matters alleged in the First Amended Complaint pursuant to Va. Code § 2.2-511.1 and applicable Virginia law.

5. However, in order to resolve this matter, and to avoid the uncertainty of litigation, the Parties have agreed to compromise and settle all allegations of the First Amended Complaint upon the following terms and conditions of this Consent Order to which they stipulate as follows:

**PURSUANT TO THE AGREEMENT OF THE PARTIES
IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**



6. The Parties waive their right to appeal from this Consent Order. They voluntarily enter into this Consent Order.

7. This Consent Order constitutes the entire agreement of the Parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel with respect to the subject matter hereof.

8. In stipulating to entry of this Consent Order, the Defendant does not admit to any violations of Va. Code § 2.2-511.1 and/or the laws of the United States or the Commonwealth of Virginia.

9. This Consent Order may be modified only by order of this Court. After making a good faith effort to obtain the concurrence of the other party for the requested relief, the Plaintiff or the Defendant may petition this Court for modification of the terms and conditions of this Consent Order.

10. Except as otherwise explicitly provided for in this Consent Order, nothing in this Consent Order shall be construed as a waiver of whatever, if any, private rights of action any affected person may have relating to the conduct at issue.

I. ACCREDITATION

11. Defendant represents that it has begun the process of obtaining accreditation from the Virginia Law Enforcement Professional Standards Commission.

12. Defendant shall retain the services of a professional accreditation manager to aid the Defendant during the accreditation process. Defendant shall submit the retention agreement to the Office of Civil Rights within ten (10) days of its signing.



13. The Defendant has already responded to the Plaintiff's July 20, 2022 request to apply for accreditation with the Virginia Law Enforcement Professional Standards Commission (VLEPSC). On or about May 18, 2023, the Windsor Police Department filed its application to become an accredited agency with the VLEPSC and is now listed as being in the "Self-Assessment" phase of the VLEPSC process of accreditation. It is represented that this self-assessment phase of the administrative process spans a minimum of approximately eighteen (18) months and maximum of thirty-six (36) months. Over this period of time, the Windsor Police Department will apply to the U.S. Department of Justice, COPS Office, for a \$165,000.00 grant in order to become an accredited agency and undertake to complete four (4) quarterly inspections throughout a twelve (12) month period in order to obtain proofs of compliance in order to become initially accredited by VLEPSC. Contingent upon the completion of these proofs of compliance, the VLEPSC staff's submittal of its report to the Commission members of VLEPSC, and the schedule of meetings and agenda of the Commission, on or about November 18, 2024, the Windsor Police Department will appear before a quarterly meeting of VLEPSC in support of its application to become initially accredited by VLEPSC.

14. If Windsor Police Department fails to obtain initial accreditation by November 18, 2024, Defendant agrees that Windsor Police Department will apply for an extension from VLEPSC to obtain accreditation. Windsor Police Department must reapply to obtain accreditation until it obtains full accreditation.

15. Defendant represents and has provided proof to Plaintiff that the Windsor Police Department has applied to the U.S. Department of Justice, COPS Office, for a \$165,000.00 grant in order to become an accredited agency.

16. Within thirty (30) days of the entry of this Consent Order, the Plaintiff will write and deliver to the U.S. Department of Justice, COPS Office, a letter supporting the application of the Windsor Police Department for a \$165,000.00 grant in order to become an accredited agency.

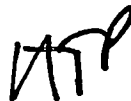
17. After obtaining full accreditation, Windsor Police Department shall retain its accreditation for a period of at least four (4) years.

II. THIRD-PARTY REVIEW

18. Within ninety (90) days of the effective date of this Consent Order, Windsor Police Department shall create a policy (the Policy) that requires an independent third-party review system for use-of-force complaints and other complaints of serious misconduct alleged against any officer employed by Windsor Police Department.

- a. The Parties agree that the term "serious misconduct" includes, but is not limited to, any conduct by any officer or agent of Windsor Police Department that may constitute a criminal offense under the laws of Virginia or the United States whether charged or alleged, and any conduct by any officer or agent of Windsor Police Department that would negatively affect accreditation by the Commission, whether during the application phase or after Windsor Police Department has been accredited.

19. The third party shall be independent of Windsor Police Department and Defendant to enhance objectivity, accountability, and public confidence. The third party shall be knowledgeable regarding statutory and constitutional policing standards and best practices. Windsor Police Department shall select a third party that is agreeable to enforcing the Policy, which Policy shall include but is not limited to, a *de novo* investigation of all allegation(s) contained in use-of-force or serious misconduct complaints, and the submission of written



findings of investigation within thirty (30) days of the conclusion of investigation to Windsor Police Department, the Defendant, and the Plaintiff. The results of the investigation shall also be reported to the Complainant by the Windsor Police Department within thirty (30) days of the conclusion of the investigation.

20. Within (90) days of the effective date of this Consent Order, Windsor Police Department and its agreed third party shall enter into a written memorandum of understanding or other document necessary to put into force and effect the third-party review process as set forth herein. The Parties agree that this third party may be the Isle of Wight Sheriff's Office or the Isle of Wight Commonwealth's Attorney.

III. TRAINING AND HIRING

21. The Parties agree that the interests of the Defendant and the Plaintiff are aligned to improve policing, and that all Windsor Police officers shall receive training on a bi-annual basis for the duration of the Consent Order in accordance with all applicable Virginia laws and regulations.

22. All Windsor Police Department hiring and disciplinary policies must be revised, where necessary, in accordance with the Virginia Law Enforcement Professional Standards Commission standards and submitted to the Office of Civil Rights for review within thirty (30) days of revision.

IV. REPORTING AND RECORDKEEPING REQUIREMENTS

23. Within twelve (12) months of the entry of this Consent Order, and every twelve (12) months thereafter until the expiration date of the Consent Order, the Defendant shall submit



reports to the Plaintiff, through the Office of Civil Rights, that shall include the following information:

- a. A summary update on the progress in obtaining accreditation as described in paragraphs 11-17 of this Order;
- b. The total number of complaints of use-of-force or serious misconduct made against Windsor Police Department and/or any of its officers or agents;
- c. The total number of use-of-force complaints and other complaints submitted to third-party review pursuant to paragraphs 18-20 of this Order;
- d. The results of the third-party review and actions taken by Windsor Police Department in response to the use-of-force and other complaints pursuant to paragraphs 18-20 of this Order;
- e. Any changes to Windsor Police Department policies and procedures relevant to this Consent Order, including but not limited, to any revisions to the Windsor Police Department disciplinary policies;
- f. Within twelve (12) months of the entry of this Consent Order and every twelve (12) months thereafter for the duration of the term, Defendant shall submit signed verification of the training for each Windsor Police officer pursuant to paragraphs 21 and 22 of this Order.

24. The records of the Chief of Police shall continue to be maintained by the Chief of Police pursuant to Va. Code Section 15.2-1722 and other applicable law and regulations.

25. The Chief of Police of the Town of Windsor shall preserve all records related to this Consent Order. Such records include, but are not limited to, records of use-of-force and other



complaints, training materials and records, personnel files, and Windsor Police Department policies and procedures. Upon at least thirty (30) days' notice to the Chief of Police of the Town of Windsor and Defendant, representatives for the Plaintiff shall be permitted to inspect and copy any records related to this Consent Order. Plaintiff agrees to maintain confidentiality over any documents or records obtained during such inspection, subject to its obligations under the Virginia Freedom of Information Act, Va. Code § 2.2-3700 *et seq.*, and as necessary to enforce the terms of this Consent Order.

V. GENERAL PROVISIONS

26. This Consent Order shall be in effect for a period of thirty-six (36) months from its date of entry or until Windsor Police Department obtains accreditation, whichever is longer.

27. The effective date of this Consent Order shall be the date of entry by the Court.

28. During the term of this Consent Order all terms and conditions of this Consent Order shall continue in full force and effect on any successor, assignee, or transferee of the Defendant. The Circuit Court for Isle of Wight County shall retain jurisdiction over this Consent Order, and any and all violations of this Consent Order are enforceable by the Plaintiff in the Circuit Court for Isle of Wight County and shall be construed and enforced in accordance with the laws of Virginia.

29. The waiver or failure of any party to exercise any rights under this Consent Order shall not be deemed a waiver of any right or any future rights. If any part of this Consent Order shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Consent



Order, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

30. The Parties shall, upon request, promptly execute any additional documents necessary to effectuate the agreement of the Parties as set forth herein.

31. All notices under this Consent Order shall be provided to the following address by first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the Commonwealth:

Todd M. Shockley
Assistant Attorney General
Office of Civil Rights
Office of Attorney General
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For Defendant:

Fred Taylor
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fred@bushtaylor.com

John A. Conrad
The Conrad Firm, P.C.
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jconrad@theconradfirm.com

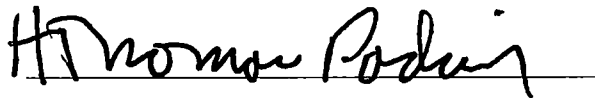
32. Each Party will pay its own attorneys' fees and costs.

A handwritten signature in black ink, appearing to be the initials 'ATP' or similar, located in the lower right quadrant of the page.

IT IS HEREBY ORDERED THAT PURSUANT TO THE FOREGOING AGREED AND STIPULATED TERMS AND CONDITIONS THIS CASE IS DISMISSED WITH PREJUDICE EXCEPT THAT THE COURT SHALL RETAIN JURISDICTION TO ENFORCE THE TERMS OF THIS CONSENT ORDER.

The Clerk is hereby directed to remove this case from the active docket of this Court and to this send a copy *teste* to all counsel of record.

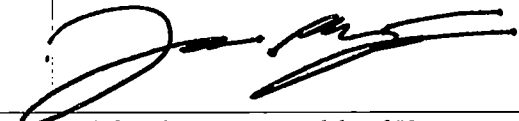
ENTER: 9 / 7 / 2023



Judge, Circuit Court for Isle of Wight County
12/25/2023

WE ASK FOR THIS:

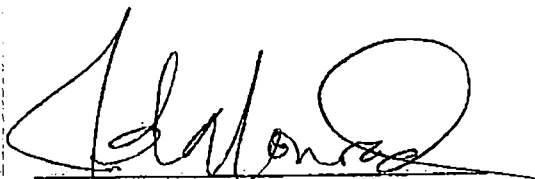
COMMONWEALTH OF VIRGINIA,
EX REL. JASON S. MIYARES,
ATTORNEY GENERAL

By: 
Counsel for Commonwealth of Virginia, ex rel.
Jason S. Miyares, Attorney General

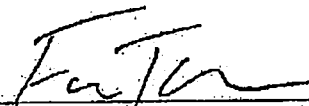
Todd M. Shockley (VSB No. 84440)
Assistant Attorney General

Brittany Sadler Berky (VSB No. 87972)
Assistant Attorney General

Christine Lambrou Johnson (VSB No. 88221)
Senior Assistant Attorney General, Section Chief


By: 

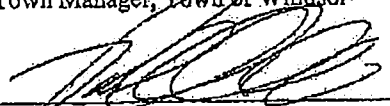
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SEEN AND AGREED
FOR THE TOWN OF WINDSOR

By: 
William G. Saunders, IV
Town Manager, Town of Windsor

By: 
Rooney Daniel Riddle
Chief of Police, Windsor Police Department