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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CITY OF LOS ANGELES, CALIFORNIA,
BOARD OF POLICE COMMISSIONERS
OF THE CITY OF LOS ANGELES, and the
LOS ANGELES POLICE DEPARTMENT,

Defendants.

C.A. No.

00-11769 GAF (RCX)

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1 **I. INTRODUCTION**

2 A. General Provisions

3
4 1. The United States and the City of Los Angeles, a chartered municipal corporation
5 in the State of California, share a mutual interest in promoting effective and respectful policing.
6 They join together in entering this settlement in order to promote police integrity and prevent
7 conduct that deprives persons of rights, privileges, or immunities secured or protected by the
8 Constitution or laws of the United States.

9
10 2. In its Complaint, plaintiff United States alleges that the City of Los Angeles, the
11 Los Angeles Board of Police Commissioners, and the Los Angeles Police Department
12 (collectively, "the City defendants") are violating 42 U.S.C. § 14141 by engaging in a pattern or
13 practice of unconstitutional or otherwise unlawful conduct that has been made possible by the
14 failure of the City defendants to adopt and implement proper management practices and
15 procedures. In making these allegations, the United States recognizes that the majority of Los
16 Angeles police officers perform their difficult jobs in a lawful manner.

17
18 3. The City defendants deny the allegations in the Complaint. Nothing in this
19 Agreement, the United States' complaint, or the negotiation process shall be construed as an
20 admission or evidence of liability under any federal, state or local law, including 42 U.S.C. §
21 1983, or 18 U.S.C. 1961 *et. seq.*

22
23 4. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and 1345. The
24 United States is authorized to initiate this action pursuant to 42 U.S.C. § 14141. Venue is proper
25 in the Central District of California pursuant to 28 U.S.C. § 1391.

1 the meet and confer process or consulting process. The City shall comply with any such legal
2 requirements and shall do so with a goal of concluding any such processes in a manner that will
3 permit the City's timely implementation of this Agreement. The City shall give appropriate
4 notice of this Agreement to affected employee bargaining units to allow such processes to begin
5 as to this Agreement as filed with the Court. The City has received one demand to meet and
6 confer in regard to the proposed Agreement and will use its best efforts to have expedited that
7 process and any others that may be demanded. The City agrees to consult with the DOJ in regard
8 to the positions it takes in any meeting and conferring or consulting processes connected with this
9 Agreement.

10
11 9. This Agreement shall constitute the entire integrated agreement of the parties. No
12 prior drafts or prior or contemporaneous communications, oral or written, shall be relevant or
13 admissible for purposes of determining the meaning of any provisions herein in any litigation or
14 any other proceeding.

15
16 10. This Agreement is binding upon the parties hereto, by and through their officials,
17 agents, employees, and successors. This Agreement is enforceable only by the parties. No person
18 or entity is intended to be a third party beneficiary of the provisions of this Agreement for
19 purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may
20 assert any claim or right as a beneficiary or protected class under this Agreement. This
21 Agreement is not intended to impair or expand the right of any person or organization to seek
22 relief against the City defendants for their conduct or the conduct of LAPD officers; accordingly,
23 it does not alter legal standards governing any such claims, including those under California
24 Business and Professional Code Section 17200, *et. seq.* This Agreement does not authorize, nor
25 shall it be construed to authorize, access to any City or Department documents, except as
26 expressly provided by this Agreement, by persons or entities other than the DOJ, the City

1 defendants and the Monitor.

2
3 11. The City is responsible for providing necessary support to the Los Angeles Board
4 of Police Commissioners, the Inspector General, the LAPD and the Chief of Police to enable each
5 of them to fulfill their obligations under this Agreement.

6
7 12. The City, by and through its officials, agents, employees, and successors, is
8 enjoined from engaging in a pattern or practice of conduct by law enforcement officers of the
9 LAPD that deprives persons of rights, privileges, or immunities secured or protected by the
10 Constitution or laws of the United States. This paragraph does not apply to the City of Los
11 Angeles' employment policies, practices, or procedures.

12
13 B. Definitions

14
15 13. The term "Categorical Uses of Force" means (i) all incidents involving the use of
16 deadly force by an LAPD officer ("OIS"); (ii) all uses of an upper body control hold by an LAPD
17 officer and can include the use of a modified carotid, full carotid or locked carotid; (iii) all uses of
18 force by an LAPD officer resulting in an injury requiring hospitalization, commonly referred to as
19 a law enforcement related injury or LERI incident; (iv) all head strikes with an impact weapon;
20 (v) all other uses of force by an LAPD officer resulting in a death, commonly known as a law
21 enforcement activity related death or LEARD incident; and (vi) all deaths while the arrestee or
22 detainee is in the custodial care of the LAPD, commonly referred to as an in-custody death or
23 ICD. In addition, under current LAPD policy, a canine bite is not a use of force. However, for
24 purposes of this Agreement only, a Categorical Use of Force shall include all incidents where a
25 member of the public is bitten by a canine assigned to the LAPD and where hospitalization is
26 required.

1 a civilian operating a motor vehicle of any type to stop and the driver is detained for any length of
2 time. Such term does not include: checkpoint stops; roadblock stops; commercial vehicle
3 inspection stops; safe driving award stops; child safety seat giveaway stops; stops related to the
4 execution of arrest warrants where the person being stopped is reasonably believed to be the
5 person named on the warrant; stops directly related to the execution of search warrants; or stops as
6 part of targeted task force prostitution and drug enforcement stings which sole purpose is to
7 identify and arrest persons who engage in or attempt to engage in the targeted unlawful conduct.

8
9 31. The term "non-disciplinary action" refers to action other than discipline taken by
10 an LAPD supervisor to enable or encourage an officer to modify his or her performance. It may
11 include: oral or written counseling; training; increased field supervision for a specified time
12 period; mandatory professional assistance; referral to Behavioral Science Services ("BSS") or to
13 the Employee Assistance Program; a change of an officer's partner; or a reassignment or transfer.

14
15 32. The term "pedestrian stop" means any instance where an LAPD officer performs a
16 stop (i.e., a temporary restraint where a person is not free to leave) of a person who is not in a
17 motor vehicle. Such term does not include: (i) field interviews of witnesses to or victims of
18 crime; (ii) stops in direct response to the time, place, and circumstances of a call for service for
19 homicide, rape, robbery, assault, domestic violence, shots fired, suspect with a gun or knife,
20 kidnapping, bomb threat, child in danger of physical harm caused by another person, officer needs
21 help or assistance, or battery; (iii) stops related to the execution of arrest warrants where the
22 person being stopped is reasonably believed to be the person named on the warrant; (iv) stops
23 directly related to the execution of search warrants; (v) stops as part of targeted task force
24 prostitution and drug enforcement stings which sole purpose is to identify and arrest persons who
25 engage in or attempt to engage in the targeted unlawful conduct; (vi) stops related to the
26 declaration of an unlawful assembly by an LAPD supervisor at the scene, and incidental stops

1 related to crowd control; (vii) consensual stops except when such stops are followed by a pat-
2 down/frisk, search or seizure (other than searches or seizures incident to an arrest), preparation of
3 a field interview card, citation or arrest.

4
5 33. The terms "Police Commission" or "Commission" mean the Los Angeles Board of
6 Police Commissioners, as established in the Charter.

7
8 34. The term "police officer" or "officer" means any law enforcement officer
9 employed by the LAPD, including supervisors and managers.

10
11 35. The term "specified audit" means those audits required under paragraphs 128, 129,
12 131, 132, 136, 137, and 138 of this Agreement.

13
14 36. The term "sting audits" means those audits described in paragraph 97.

15
16 37. The term "supervisor" means a police officer with oversight responsibility for
17 other officers and includes managers.

18
19 38. The term "use of force" means a reportable use of force incident as defined in
20 Section 4/245.05 of the LAPD manual as of October 1, 2000.

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1 **II. MANAGEMENT AND SUPERVISORY MEASURES TO PROMOTE CIVIL**
2 **RIGHTS INTEGRITY**

3 A. TEAMS II [Computer Information System]

4
5 39. The City has taken steps to develop, and shall establish a database containing
6 relevant information about its officers, supervisors, and managers to promote professionalism and
7 best policing practices and to identify and modify at-risk behavior (also known as an early
8 warning system). This system shall be a successor to, and not simply a modification of, the
9 existing computerized information processing system known as the Training Evaluation and
10 Management System ("TEAMS"). The new system shall be known as "TEAMS II".

11
12 40. The Commission, the Inspector General, and the Chief of Police shall each have
13 equal and full access to TEAMS II, and may each use TEAMS II to its fullest capabilities in
14 performing their duties and responsibilities, subject to restrictions on use of information contained
15 in applicable law. To the extent that highly sensitive information is contained in TEAMS II, the
16 Commission may impose an identical access restriction on itself and the Inspector General to such
17 information, provided that no such access restriction may in any way impair or impede
18 implementation of this Agreement. The Department shall establish a policy with respect to
19 granting or limiting access to TEAMS II by all other persons, including the staff of the
20 Commission and the Inspector General, but excluding DOJ and the Monitor, whose access to
21 TEAMS II is governed by paragraphs 166, 167, and 177.

22 41. TEAMS II shall contain information on the following matters:

- 23
24 a. all non-lethal uses of force that are required to be reported in LAPD "use
25 of force" reports or otherwise are the subject of an administrative investigation by
26

1 the Department;

2
3 b. all instances in which a police canine bites a member of the public;

4
5 c. all officer-involved shootings and firearms discharges, both on-duty and
6 off-duty (excluding training or target range shootings, authorized ballistic testing,
7 legal sport shooting events, or those incidents that occur off-duty in connection
8 with the recreational use of firearms, in each case, where no person is hit by the
9 discharge);

10
11 d. all other lethal uses of force;

12
13 e. all other injuries and deaths that are reviewed by the LAPD Use of Force
14 Review Board (or otherwise are the subject of an administrative investigation);

15
16 f. all vehicle pursuits and traffic collisions;

17
18 g. all Complaint Form 1.28 investigations;

19
20 h. with respect to the foregoing clauses (a) through (g), the results of
21 adjudication of all investigations (whether criminal or administrative) and
22 discipline imposed or non-disciplinary action taken;

23
24 I. all written compliments received by the LAPD about officer performance;

25
26 j. all commendations and awards;

1 k. all criminal arrests and investigations known to LAPD of, and all charges
2 against, LAPD employees;

3
4 l. all civil or administrative claims filed with and all lawsuits served upon the
5 City or its officers, or agents, in each case resulting from LAPD operations, and all
6 lawsuits served on an officer of the LAPD resulting from LAPD operations and
7 known by the City, the Department, or the City Attorney's Office;

8
9 m. all civil lawsuits against LAPD officers which are required to be reported to
10 the LAPD pursuant to paragraph 77;

11
12 n. all arrest reports, crime reports, and citations made by officers, and all
13 motor vehicle stops and pedestrian stops that are required to be documented in the
14 manner specified in paragraphs 104 and 105;

15
16 o. assignment and rank history, and information from performance
17 evaluations for each officer;

18
19 p. training history and any failure of an officer to meet weapons qualification
20 requirements; and

21
22 q. all management and supervisory actions taken pursuant to a review of
23 TEAMS II information, including non-disciplinary actions.

24
25 TEAMS II further shall include, for the incidents included in the database, appropriate additional
26 information about involved officers (e.g., name and serial number), and appropriate information

1 about the involved members of the public (including demographic information such as race,
2 ethnicity, or national origin). Additional information on officers involved in incidents (e.g., work
3 assignment, officer partner, field supervisor, and shift at the time of the incident) shall be
4 determinable from TEAMS II.

5
6 42. The Department shall prepare and implement a plan for inputting historical data
7 into TEAMS II (the "Data Input Plan"). The City shall have flexibility in determining the most
8 cost effective, reliable and time sensitive means for inputting such data, which may include
9 conversion of existing computerized databases. The Data Input Plan will identify the data to be
10 included and the means for inputting such data (whether conversion or otherwise), the specific
11 fields of information to be included, the past time periods for which information is to be included,
12 the deadlines for inputting the data, and will assign responsibility for the input of the data. The
13 City will use reasonable efforts to include historical data that are up-to-date and complete in
14 TEAMS II. The amount, type and scope of historical data to be included in TEAMS II shall be
15 determined by the City, after consultation with the DOJ, on the basis of the availability and
16 accuracy of such data in existing computer systems, the cost of obtaining or converting such data,
17 and the impact including or not including such data will have on the overall ability of the
18 Department to use TEAMS II as an effective tool to manage at-risk behavior. The means and
19 schedule for inputting such data will be determined by the City in consultation with DOJ, taking
20 into consideration the above factors, as well as the City's ability to meet its obligations under
21 paragraph 50. With regard to historic use of force data, the City shall make the determinations
22 required by this paragraph for the beta version of TEAMS II required by paragraph 50(c) and
23 again for the final version of TEAMS II.

24
25 43. TEAMS II shall include relevant numerical and descriptive information about each
26 incorporated item and incident, and scanned or electronic attachments of copies of relevant

1 documents (*e.g.*, through scanning or using computerized word processing). TEAMS II shall
2 have the capability to search and retrieve (through reports and queries) numerical counts,
3 percentages and other statistical analyses derived from numerical information in the database;
4 listings; descriptive information; and electronic document copies for (a) individual employees,
5 LAPD units, and groups of officers, and (b) incidents or items, and groups of incidents or items.
6 TEAMS II shall have the capability to search and retrieve this information for specified time
7 periods, based on combinations of data fields contained in TEAMS II (as designated by the
8 authorized user).

9
10 44. Where information about a single incident is entered in TEAMS II from more than
11 one document (*e.g.*, from a Complaint Form 1.28 and a use of force report), TEAMS II shall use a
12 common control number or other equally effective means to link the information from different
13 sources so that the user can cross-reference the information and perform analyses. Similarly, all
14 personally identifiable information relating to LAPD officers shall contain the serial or other
15 employee identification number of the officer to allow for linking and cross-referencing
16 information.

17
18 45. The City shall prepare a design document for TEAMS II that sets forth in detail the
19 City's plan for ensuring that the requirements of paragraphs 41, 43, and 44 are met, including: (i)
20 the data tables and fields and values to be included pursuant to paragraphs 41 and 43 and (ii) the
21 documents that will be electronically attached. The City shall prepare this document in
22 consultation with the DOJ and the Monitor, and shall obtain approval for such design document
23 from the DOJ, which approval shall not be unreasonably withheld.

24
25 46. The Department shall develop and implement a protocol for using TEAMS II, for
26 purposes including supervising and auditing the performance of specific officers, supervisors,

1 managers, and LAPD units, as well as the LAPD as a whole. The City shall prepare this protocol
2 in consultation with the DOJ and the Monitor, and shall obtain approval for the protocol and any
3 subsequent modifications to the protocol from the DOJ for matters covered by paragraph 47,
4 which approval(s) shall not be unreasonably withheld. The City shall notify DOJ of proposed
5 modifications to the protocol that do not address matters covered by paragraph 47 prior to
6 implementing such modifications. In reviewing the protocol and the design document for
7 approval, DOJ shall use reasonable efforts to respond promptly to the City in order to enable the
8 City to meet the deadlines imposed by paragraph 50.

9
10 47. The protocol for using TEAMS II shall include the following provisions and
11 elements:

12
13 a. The protocol shall require that, on a regular basis, supervisors review and
14 analyze all relevant information in TEAMS II about officers under their
15 supervision to detect any pattern or series of incidents that indicate that an officer,
16 group of officers, or an LAPD unit under his or her supervision may be engaging
17 in at-risk behavior.

18
19 b. The protocol shall provide that when at-risk behavior may be occurring
20 based on a review and analysis described in the preceding subparagraph,
21 appropriate managers and supervisors shall undertake a more intensive review of
22 the officer's performance.

23
24 c. The protocol shall require that LAPD managers on a regular basis review
25 and analyze relevant information in TEAMS II about subordinate managers and
26 supervisors in their command regarding the subordinate's ability to manage

1 adherence to policy and to address at-risk behavior.

2
3 d. The protocol shall state guidelines for numbers and types of incidents
4 requiring a TEAMS II review by supervisors and managers (in addition to the
5 regular reviews required by the preceding subparagraphs), and the frequency of
6 these reviews.

7
8 e. The protocol shall state guidelines for the follow-up managerial or
9 supervisory actions (including nondisciplinary actions) to be taken based on
10 reviews of the information in TEAMS II required pursuant to this protocol.

11
12 f. The protocol shall require that managers and supervisors use TEAMS II
13 information as one source of information in determining when to undertake an
14 audit of an LAPD unit or group of officers.

15
16 g. The protocol shall require that all relevant and appropriate information in
17 TEAMS II be taken into account when selecting officers for assignment to the
18 OHB Unit established in paragraph 55, units covered by paragraph 106, pay grade
19 advancement, promotion, assignment as an IAG investigator or as a Field Training
20 Officer, or when preparing annual personnel performance evaluations. Complaints
21 and portions of complaints not permitted to be used in making certain decisions
22 under state law shall not be used in connection with such decisions and TEAMS II
23 shall reflect this limitation by excluding such complaints and portions of
24 complaints from the information that is retrieved by a query or report regarding
25 such decisions. Supervisors and managers shall be required to document their
26 consideration of any sustained administrative investigation, adverse judicial

1 finding, or discipline against an officer in each case for excessive force, false arrest
2 or charge, improper search or seizure, sexual harassment, discrimination, or
3 dishonesty in determining when such officer is selected for assignment to the OHB
4 Unit, units covered by paragraph 106, pay grade advancement, promotion, or
5 assignment as an IAG investigator or as a Field Training Officer, or when
6 preparing annual personnel performance evaluations.

7
8 h. The protocol shall specify that actions taken as a result of information from
9 TEAMS II shall be based on all relevant and appropriate information, and not
10 solely on the number or percentages of incidents in any category recorded in
11 TEAMS II.

12
13 i. The protocol shall provide that managers' and supervisors' performance in
14 implementing the provisions of the TEAMS II protocol shall be taken into account
15 in their annual personnel performance evaluations.

16
17 j. The protocol shall provide specific procedures that provide for each LAPD
18 officer to be able to review on a regular basis all personally-identifiable data about
19 him or her in TEAMS II in order to ensure the accuracy of that data. The protocol
20 also shall provide for procedures for correcting data errors discovered by officers
21 in their review of the TEAMS II data.

22
23 k. The protocol shall require regular review by appropriate managers of all
24 relevant TEAMS II information to evaluate officer performance citywide, and to
25 evaluate and make appropriate comparisons regarding the performance of all
26 LAPD units in order to identify any patterns or series of incidents that may indicate

1 at-risk behavior. These evaluations shall include evaluating the performance over
2 time of individual units, and comparing the performance of units with similar
3 responsibilities.

4
5 1. The protocol shall provide for the routine and timely documentation in
6 TEAMS II of actions taken as a result of reviews of TEAMS II information.

7
8 m. The protocol shall require that whenever an officer transfers into a new
9 Division or Area, the Commanding officer of such new Division or Area shall
10 promptly cause the transferred officer's TEAMS II record to be reviewed by the
11 transferred officer's watch commander or supervisor. This shall not apply to
12 probationary Police Officers I.

13
14 48. The LAPD shall train managers and supervisors, consistent with their authority, to
15 use TEAMS II to address at-risk behavior and to implement the protocol described in paragraphs
16 46 and 47.

17
18 49. The City shall maintain all personally identifiable information about an officer
19 included in TEAMS II during the officer's employment with the LAPD and for at least three years
20 thereafter (unless otherwise required by law to be maintained for a longer period). Information
21 necessary for aggregate statistical analysis shall be maintained indefinitely in TEAMS II. On an
22 ongoing basis, the City shall make all reasonable efforts to enter information in TEAMS II in a
23 timely, accurate, and complete manner, and to maintain the data in a secure and confidential
24 manner consistent with the applicable access policy as established pursuant to paragraph 40.

25
26 50. TEAMS II shall be developed and implemented according to the following

1 schedule:

2
3 a. Within three months of the effective date of this Agreement, the City shall
4 submit the design document required by paragraph 45 to DOJ for approval. The
5 City shall share drafts of this document with the DOJ and the Monitor to allow the
6 DOJ and the Monitor to become familiar with the document as it develops and to
7 provide informal comments on it. The City and the DOJ shall together seek to
8 ensure that the design document receives formal approval within 30 days after it is
9 submitted for approval. The City shall respond to any DOJ written comments or
10 objections during the approval process within 10 days, excluding weekends and
11 state and federal holidays. Such response shall explain the City's position and
12 propose changes to the design document as appropriate to respond to DOJ's
13 concerns.

14
15 b. Within 15 months of DOJ's approval of the design document pursuant to
16 paragraph 50(a), the City shall submit the protocol for using TEAMS II required
17 by paragraph 46 to DOJ for approval. The City shall share drafts of this document
18 with the DOJ and the Monitor to allow the DOJ and the Monitor to become
19 familiar with the document as it develops and to provide informal comments on it.
20 The City and DOJ shall together seek to ensure that the protocol receives final
21 approval within 60 days after it is presented for approval. The City shall respond
22 to any DOJ written comments or objections during the approval process within 10
23 days, excluding weekends and state and federal holidays. Such response shall
24 explain the City's position and propose any changes to the protocol as appropriate
25 to respond to DOJ's concerns, together with a schedule for making the proposed
26 changes.

1 c. Within 12 months of the approval of the design document pursuant to
2 paragraph 50(a), the City shall have ready for testing a beta version of TEAMS II
3 consisting of: (i) server hardware and operating systems installed, configured and
4 integrated with the LAPD intranet; (ii) necessary data base software installed and
5 configured; (iii) data structures created, including interfaces to source data; and (iv)
6 the use of force information system completed, including, subject to paragraph 42,
7 historic data. The DOJ and the Monitor shall have the opportunity to participate in
8 testing the beta version using use of force data and test data created specifically for
9 purposes of checking the TEAMS II system. As a beta version of TEAMS II
10 becomes operational, it shall be used in conjunction with TEAMS I and Internal
11 Affairs Group Form 1.80's to satisfy the requirements of paragraph 51 until
12 TEAMS II is fully implemented.

13
14 d. The TEAMS II computer program and computer hardware shall be
15 operational and implemented to the extent possible, subject to the completion of
16 the protocol for using TEAMS II required by paragraph 46, within 21 months of
17 the approval of the design document pursuant to paragraph 50(a).

18
19 e. TEAMS II shall be implemented fully within the later of 21 months of the
20 approval of the design document pursuant to paragraph 50(a), or 6 months of the
21 approval of the protocol for using TEAMS II pursuant to paragraph 50(b).

22
23 51. The LAPD shall, until such time as TEAMS II is implemented, utilize existing
24 databases, information and documents to make certain decisions, as follows:

25
26 a. Selection of officers for assignment to the OHB Unit or as IAG

1 investigators shall require that the LAPD review the applicable IAG Form 1.80's,
2 and all pending complaint files for such officers, in conjunction with the officer's
3 TEAMS I record.

4
5 b. Selection of officers as FTOs or for units covered by paragraph 106 shall
6 require that the LAPD review the applicable TEAMS I record for such officer.

7
8 c. Whenever an officer transfers into a new Division or Area, the
9 Commanding Officer of such new Division or Area shall promptly cause the
10 transferred officer's TEAMS I record to be reviewed by the transferred officer's
11 watch commander or supervisor. This shall not apply to Probationary Police
12 Officers I.

13
14 d. To the extent available from the reviews required by this paragraph,
15 supervisors and managers shall be required to document their consideration of any
16 sustained administrative investigation, adverse judicial finding, or discipline
17 against an officer, in each case, for excessive force, false arrest or charge, improper
18 search or seizure, sexual harassment, discrimination, or dishonesty in determining
19 when such officer is selected for assignment to the OHB Unit, units covered by
20 paragraph 106, or assignment as an IAG investigator or Field Training Officer.

21
22 52. Following the initial implementation of TEAMS II, and as experience and the
23 availability of new technology may warrant, the City may or may cause the Department to add,
24 subtract, or modify data tables and fields, modify the list of documents electronically attached,
25 and add, subtract, or modify standardized reports and queries. The City shall or shall cause the
26 Department to consult with the DOJ and the Monitor before subtracting or modifying any data

1 tables or data fields, or modifying the list of documents to be electronically attached, and make all
2 reasonable modifications to the proposed alterations based on any objections by the DOJ.

3
4 B. Management and Coordination of Risk Assessment Responsibilities

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6 53. The LAPD shall designate a unit within the Human Resources Bureau that is
7 responsible for developing, implementing, and coordinating LAPD-wide risk assessments. Such
8 unit shall be responsible for the operation of TEAMS II, and for ensuring that information is
9 entered into and maintained in TEAMS II in accordance with this Agreement. Such unit further
10 shall provide assistance to managers and supervisors who are using TEAMS II to perform the
11 tasks required hereunder and in the protocol adopted pursuant to paragraphs 46 and 47 above, and
12 shall be responsible for ensuring that appropriate standardized reports and queries are
13 programmed to provide the information necessary to perform these tasks. Nothing in this
14 Agreement shall preclude such unit from also having the responsibility for providing investigative
15 support and liaison with the Office of the City Attorney.

16
17 C. Performance Evaluation System

18
19 54. Within 24 months of the effective date of this Agreement, the Department shall
20 develop and initiate implementation of a plan consistent with applicable federal and state law and
21 the City Charter, that ensures that annual personnel performance evaluations are prepared for all
22 LAPD sworn employees that accurately reflect the quality of each sworn employee's
23 performance, including with respect to: (a) civil rights integrity and the employee's community
24 policing efforts (commensurate with the employee's duties and responsibilities); (b) managers'
25 and supervisors' performance in addressing at-risk behavior including the responses to Complaint
26 Form 1.28 investigations; (c) managers' and supervisors' response to and review of Categorical

1 and Non-Categorical Use of Force incidents, review of arrest, booking, and charging decisions
2 and review of requests for warrants and affidavits to support warrant applications; and (d)
3 managers' and supervisors' performance in preventing retaliation. The plan shall include
4 provisions to add factors described in subparts (a)-(d), above, to employees' job descriptions,
5 where applicable.

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1 **III. INCIDENTS, PROCEDURES, DOCUMENTATION, INVESTIGATION, AND**
2 **REVIEW**

3
4 A. Use of Force

5 55. Within six months of the effective date of this Agreement, all Categorical Use of
6 Force administrative investigations, including those formerly conducted by the Robbery
7 Homicide Division (“RHD”) or the Detectives Headquarters Division (“DHD”), shall be
8 conducted by a unit assigned to the Operations Headquarters Bureau (“OHB”), which unit (the
9 “OHB Unit”) shall report directly to the commanding officer of OHB.

10
11 a. Investigators in this unit shall be detectives, sergeants, or other officers
12 with supervisory rank.

13
14 b. In the organizational structure of the LAPD, the commanding officer of
15 OHB shall not have direct line supervision for the LAPD’s geographic bureaus;
16 provided, however, that such commanding officer may continue to serve on the
17 Operations Committee (or any successor thereto), issue orders applicable to the
18 LAPD (including the geographic bureaus), assume staff responsibilities, as defined
19 in the LAPD manual, and undertake special assignments as determined by the
20 Chief of Police.

21
22 c. Investigators in this unit shall be trained in conducting administrative
23 investigations as specified in paragraph 80.

24
25 56. The OHB Unit shall have the capability to “roll out” to all Categorical Use of
26

1 Force incidents 24 hours a day. The Department shall require immediate notification to the Chief
2 of Police, the OHB Unit, the Commission and the Inspector General by the LAPD whenever there
3 is a Categorical Use of Force. Upon receiving each such notification, an OHB Unit investigator
4 shall promptly respond to the scene of each Categorical Use of Force and commence his or her
5 investigation. The senior OHB Unit manager present shall have overall command of the crime
6 scene and investigation at the scene where multiple units are present to investigate a Categorical
7 Use of Force incident; provided, however, that this shall not prevent the Chief of Police, the Chief
8 of Staff, the Department Commander or the Chief's Duty Officer from assuming command from a
9 junior OHB supervisor or manager when there is a specific need to do so.

10
11 57. In addition to administrative investigations and where the facts so warrant, the
12 LAPD shall also conduct a separate criminal investigation of Categorical Uses of Force. The
13 criminal investigation shall not be conducted by the OHB Unit.

14
15 58. The LAPD shall continue its policy of notifying the County of Los Angeles
16 District Attorney's Office whenever an LAPD officer, on or off-duty, shoots and injures any
17 person during the scope and course of employment. In addition, the LAPD shall notify the
18 District Attorney's Office whenever an individual dies while in the custody or control of an
19 LAPD officer or the LAPD, and a use of force by a peace officer may be a proximate cause of the
20 death.

21
22 59. The LAPD shall continue to provide cooperation to the District Attorney's Office
23 personnel who arrive on the scene of the incident.

24
25 60. The Department shall renew its request to the appropriate bargaining unit(s) for a
26 provision in its collective bargaining agreements that when more than one officer fires his or her

1 weapon in a single OIS incident, then each officer should be represented by a different attorney
2 during the investigation and subsequent proceedings. The foregoing acknowledges that each
3 officer retains the right to be represented by an attorney of his or her choice.
4

5 61. All involved officers and witness officers shall be separated immediately after an
6 OIS, and shall remain separated until all such officers have given statements or, in the case of
7 involved officers, declined to give a statement; provided, however, that nothing in this Agreement
8 prevents the Department from compelling a statement or requires the Department to compel a
9 statement in the event that the officer has declined to give a statement. In such a case, all officers
10 shall remain separated until such compelled statement has been given.
11

12 62. Managers shall analyze the circumstances surrounding the presence or absence of a
13 supervisor at (a) a Categorical Use of Force incident, and (b) the service of a search warrant. In
14 each case, such analysis shall occur within one week of the occurrence of the incident or service
15 to determine if the supervisor's response to the incident or service was appropriate. Such
16 supervisory conduct shall be taken into account in each supervisor's annual personnel
17 performance evaluation.
18

19 63. The Department shall continue its practice of referring all officers involved in a
20 Categorical Use of Force resulting in death or the substantial possibility of death (whether on or
21 off duty) to BSS for a psychological evaluation by a licensed mental health professional. The
22 matters discussed in such evaluation shall be strictly confidential and shall not be communicated
23 to other LAPD officers without the consent of the officer evaluated. No such officer shall return
24 to field duty until his or her manager determines that the officer should be returned to field duty
25 upon consultation with BSS.
26

1 on the forms is not authentic or correct.

2
3 b. Supervisors shall evaluate each incident in which a person is charged with
4 interfering with a police officer (California Penal Code § 148), resisting arrest, or
5 assault on an officer to determine whether it raises any issue or concern regarding
6 training, policy, or tactics.

7
8 c. The quality of these supervisory reviews shall be taken into account in the
9 supervisor's annual personnel performance evaluations.

10
11 71. The LAPD shall continue to implement procedures with respect to search warrants
12 and probable cause arrest warrants as defined in the LAPD manual (commonly known as
13 "Ramey" warrants), which require, among other things, that a supervisor shall review each request
14 for a warrant and each affidavit filed by a police officer to support the warrant application. Such
15 review shall include:

16
17 a. a review for completeness of the information contained therein and an
18 authenticity review to include an examination for "canned" language, inconsistent
19 information, and lack of articulation of the legal basis for the warrant; and

20
21 b. a review of the information on the application and affidavit, where
22 applicable, to determine whether the warrant is appropriate, legal and in
23 conformance with LAPD procedure.

24
25 c. In addition, a supervisor shall review the officer's plan for executing the
26 search warrant and, after execution of the search warrant, review the execution of

1 the search warrant. A supervisor shall be present for execution of the search
2 warrant.

3
4 72. Each Area and specialized Division of the LAPD shall maintain a log listing each
5 search warrant, the case file where a copy of such warrant is maintained, and the officer who
6 applied for and each supervisor who reviewed the application for such warrant.

7
8 73. All detainees and arrestees brought to an LAPD facility shall be brought before a
9 watch commander for inspection. The watch commander shall visually inspect each such detainee
10 or arrestee for injuries as required by LAPD procedures and, at a minimum, ask the detainee or
11 arrestee the questions required by current LAPD procedures, which are: 1) "Do you understand
12 why you were detained/arrested?"; 2) "Are you sick, ill, or injured?"; 3) "Do you have any
13 questions or concerns?". In the rare cases where circumstances preclude such an inspection and
14 interview by a watch commander, the LAPD shall ensure that the person is inspected and
15 interviewed by a supervisor who did not assist or participate in the person's arrest or detention. In
16 each instance, the watch commander or supervisor, as appropriate, shall sign the related booking
17 documentation, which shall indicate their compliance with these procedures.

18
19 C. Initiation of Complaints

20
21 74. The Department shall continue to provide for the receipt of complaints as follows:

22
23 a. in writing or verbally, in person, by mail, by telephone (or TDD), facsimile
24 transmission, or by electronic mail;

25
26 b. anonymous complaints;

1 c. at LAPD headquarters, any LAPD station or substation, or the offices of the
2 Police Commission or the Inspector General;

3
4 d. distribution of complaint materials and self-addressed postage-paid
5 envelopes in easily accessible City locations throughout Los Angeles and in
6 languages utilized by the City of Los Angeles in municipal election ballot
7 materials;

8
9 e. distribution of the materials needed to file a complaint upon request to
10 community groups, community centers, and public and private service centers;

11
12 f. the assignment of a case number to each complaint; and

13
14 g. continuation of a 24-hour toll-free telephone complaint hotline. Within six
15 months of the effective date of this Agreement, the Department shall record all
16 calls made on this hotline.

17
18 h. In addition, the Department shall prohibit officers from asking or requiring
19 a potential complainant to sign any form that in any manner limits or waives the
20 ability of a civilian to file a police complaint with the LAPD or any other entity.
21 The Department shall also prohibit officers, as a condition for filing a misconduct
22 complaint, from asking or requiring a potential complainant to sign a form that
23 limits or waives the ability of a civilian to file a lawsuit in court.

24
25 75. The LAPD shall initiate a Complaint Form 1.28 investigation against (i) any
26 officer who allegedly fails to inform any civilian who indicates a desire to file a complaint of the

1 means by which a complaint may be filed; (ii) any officer who allegedly attempts to dissuade a
2 civilian from filing a complaint; or (iii) any officer who is authorized to accept a complaint who
3 allegedly refuses to do so.
4

5 76. The City shall cause the LAPD to be notified whenever a person serves a civil
6 lawsuit on or files a claim against the City alleging misconduct by an LAPD officer or other
7 employee of the LAPD.
8

9 77. The Department shall continue to require all officers to notify without delay the
10 LAPD whenever the officer is arrested or criminally charged for any conduct, or the officer is
11 named as a party in any civil suit involving his or her conduct while on duty (or otherwise while
12 acting in an official capacity). In addition, the Department shall require such notification from
13 any officer who is named as a defendant in any civil suit that results in a temporary, preliminary,
14 or final adjudication on the merits in favor of a plaintiff complaining of off-duty physical
15 violence, threats of physical violence, or domestic violence by the officer.
16

17 78. The Department shall continue to require officers to report to the LAPD without
18 delay: any conduct by other officers that reasonably appears to constitute (a) an excessive use of
19 force or improper threat of force; (b) a false arrest or filing of false charges; (c) an unlawful search
20 or seizure; (d) invidious discrimination; (e) an intentional failure to complete forms required by
21 LAPD policies and in accordance with procedures; (f) an act of retaliation for complying with any
22 LAPD policy or procedure; or (g) an intentional provision of false information in an
23 administrative investigation or in any official report, log, or electronic transmittal of information.
24 Officers shall report such alleged misconduct by fellow officers either directly to IAG or to a
25 supervisor who shall complete a Complaint Form 1.28. This requirement applies to all officers,
26 including supervisors and managers who learn of evidence of possible misconduct through their
27
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1 review of an officer's work. Failure to voluntarily report as described in this paragraph shall be
2 an offense subject to discipline if sustained.

3
4 D. Conduct of Investigations

5
6 79. Within 10 days of their receipt by the LAPD, the IAG shall receive and promptly
7 review the "face sheet" of all complaints to determine whether they meet the criteria in paragraphs
8 93, 94 and 95 for being investigated by IAG, or the OHB Unit, or chain of command supervisors.

9
10 80. In conducting all Categorical Use of Force investigations, and complaint
11 investigations regarding the categories of misconduct allegations and matters identified in
12 paragraphs 93 and 94 (whether conducted by IAG, the OHB Unit, or by chain of command during
13 the transition period specified in paragraph 95), the LAPD shall, subject to and in conformance
14 with applicable state law:

- 15
16 a. tape record or videotape interviews of complainants, involved officers, and
17 witnesses;
- 18
19 b. whenever practicable and appropriate, and not inconsistent with good
20 investigatory practices such as canvassing a scene, interview complainants and
21 witnesses at sites and times convenient for them, including at their residences or
22 places of business;
- 23
24 c. prohibit group interviews;
- 25
26 d. notify involved officers and the supervisors of involved officers, except

1 when LAPD deems the complaint to be confidential under the law;

2
3 e. interview all supervisors with respect to their conduct at the scene during
4 the incident;

5
6 f. collect and preserve all appropriate evidence, including canvassing the
7 scene to locate witnesses where appropriate, with the burden for such collection on
8 the LAPD, not the complainant; and

9
10 g. identify and report in writing all inconsistencies in officer and witness
11 interview statements gathered during the investigation.

12
13 81. Chain of command investigations of complaints (other than those covered by
14 paragraph 80), and Non-Categorical Uses of Force shall comply with subsections c, e, and f, of
15 paragraph 80 where applicable.

16
17 82. If during the course of any investigation of a Categorical Use of Force, Non-
18 Categorical Use of Force, or complaint, the investigating officer has reason to believe that
19 misconduct may have occurred other than that alleged by the complainant, the alleged victim of
20 misconduct, or the triggering item or report, the investigating officer must notify a supervisor, and
21 an additional Complaint Form 1.28 investigation of the additional misconduct issue shall be
22 conducted.

23
24 83. Subject to restrictions on use of information contained in applicable state law, the
25 OHB Unit investigating Categorical Uses of Force as described in paragraph 55 and 93 and IAG
26 investigators conducting investigations as described in paragraphs 93 and 94, shall have access to

1 all information contained in TEAMS II, where such information is relevant and appropriate to
2 such investigations, including training records, Complaint Form 1.28 investigations, and
3 discipline histories, and performance evaluations.

4
5 E. Adjudicating Investigations

6
7 84. The Department shall continue to employ the following standards when it makes
8 credibility determinations: use of standard California Jury Instructions to evaluate credibility;
9 consideration of the accused officer's history of complaint investigations and disciplinary records
10 concerning that officer, where relevant and appropriate; and consideration of the civilian's
11 criminal history, where appropriate. There shall be no automatic preference of an officer's
12 statement over the statement of any other witness including a complainant who is also a witness.
13 There shall be no automatic judgment that there is insufficient information to make a credibility
14 determination when the only or principal information about an incident is contained in conflicting
15 statements made by the involved officer and the complainant. Absent other indicators of bias or
16 untruthfulness, mere familial or social relationship with a victim or officer shall not render a
17 witness' statement as biased or untruthful; however, the fact of such relationship may be noted.

18
19 85. The LAPD shall adjudicate all complaints using a preponderance of the evidence
20 standard. Wherever supported by evidence collected in the investigation, complaints shall be
21 adjudicated as "sustained," "sustained-no penalty," "not resolved," "unfounded," "exonerated,"
22 "duplicate," or "no Department employee." In no case may a Complaint Form 1.28 investigation
23 be closed without a final adjudication.

24
25 86. Withdrawal of a complaint, unavailability of a complainant to make a statement, or
26 the fact that the complaint was filed anonymously or by a person other than the victim of the

1 misconduct, shall not be a basis for adjudicating a complaint without further attempt at
2 investigation. The LAPD shall use reasonable efforts to investigate such complaints to determine
3 whether the complaint can be corroborated.
4

5 87. All investigations of complaints shall be completed in a timely manner, taking into
6 account: (a) the investigation's complexity; (b) the availability of evidence; and (c) overriding or
7 extenuating circumstances underlying exceptions or tolling doctrines that may be applied to the
8 disciplinary limitations provisions (i) applicable to LAPD officers and (ii) applicable to many
9 other law enforcement agencies in the State of California. The parties expect that, even after
10 taking these circumstances into account, most investigations will be completed within five
11 months.
12

13 F. Discipline & Non-Disciplinary Action
14

15 88. The Chief of Police, no later than 45 calendar days following the end of each
16 calendar quarter, shall report to the Commission, with a copy to the Inspector General, on the
17 imposition of discipline during such quarter (the "Discipline Report"). The Chief of Police shall
18 provide the first such report to the Police Commission by February 15, 2001, and such report shall
19 provide the information listed below for the period from the effective date of this Agreement until
20 December 31, 2000; thereafter such report will be provided on a calendar quarter basis. Such
21 report shall contain: (a) a summary of all discipline imposed during the quarter reported by type
22 of misconduct, broken down by type of discipline, bureau, and rank; (b) a summary comparison
23 between discipline imposed and determinations made by the Boards of Rights during the quarter;
24 (c) a written explanation of each reduction in penalty from that prescribed by the Board of Rights;
25 (d) a description of all discipline and non-disciplinary actions for each Categorical Use of Force
26 the Commission has determined was out of policy; and (e) a written explanation, following the
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1 Chief of Police's final determination regarding the imposition of discipline, when discipline has
2 not been imposed (other than exoneration by the Board of Rights) and the following has occurred:
3 the officer has entered a guilty plea or has been found guilty in a criminal case; the officer had a
4 Complaint Form 1.28 investigation, in the categories identified in paragraphs 93 and 94 (whether
5 conducted by the OHB Unit, IAG, or by chain of command during the transition period specified
6 in paragraph 95) sustained; or the officer has been found civilly liable by a judge or jury of
7 conduct committed on duty or while acting in his or her official capacity; or the officer's conduct
8 has been the basis for the City being found civilly liable by a judge or jury. Each quarterly
9 Discipline Report shall include as attachments copies of the monthly Internal Affairs Group
10 Reports on Administration of Internal Discipline for that quarter, which, during the term of this
11 Agreement, shall continue to contain at least the level of detail included in the August 1999
12 report.

13
14 89. The Inspector General shall review, analyze and report to the Commission on each
15 Discipline Report, including the circumstances under which discipline was imposed and the
16 severity of any discipline imposed. The Commission, no later than 45 days after receipt of the
17 Discipline Report, following consultation with the Chief of Police, shall review the Discipline
18 Report and document the Commission's assessment of the appropriateness of the actions of the
19 Chief of Police described in the Discipline Report. With respect to Categorical Uses of Force,
20 such assessment and documentation shall be made for each officer whose conduct was determined
21 to be out of policy by the Commission. Such assessment and documentation shall be considered
22 as part of the Chief's annual evaluation as provided in paragraph 144.

23
24 90. The LAPD shall continue its practice of having managers evaluate all Complaint
25 Form 1.28 investigations to identify underlying problems and training needs. After such
26 evaluations the manager shall implement appropriate non-disciplinary actions or make a
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1 recommendation to the proper LAPD entity to implement such actions.

2
3 91. After a complaint is resolved by the LAPD, the LAPD shall inform the
4 complainant of the resolution, in writing, including the investigation's significant dates, general
5 allegations, and disposition.

6
7 92. The City and the Department shall prohibit retaliation in any form against any
8 employee for reporting possible misconduct by any other employee of the LAPD. Within six
9 months of the effective date of this Agreement and annually thereafter, the Police Commission
10 shall review the Department's anti-retaliation policy and its implementation and make
11 modifications as appropriate to protect officers from reprisals for reporting misconduct. The
12 Commission's review of such policy and its implementation shall consider the discipline imposed
13 for retaliation and supervisors' performance in addressing and preventing retaliation.

14
15 G. Internal Affairs Group

16
17 93. The City shall reallocate responsibility for complaint investigations between IAG
18 and chain-of-command supervisors. Under this reallocation, IAG, and not chain-of-command
19 supervisors, shall investigate (a) all civil suits or claims for damages involving on duty conduct by
20 LAPD officers or civil suits and claims involving off-duty conduct required to be reported under
21 paragraph 77; and (b) all complaints which allege:

- 22
23 (i) unauthorized uses of force, other than administrative Categorical Use of
24 Force investigations (which shall be investigated by the OHB Unit as part
25 of its investigation of such Categorical Uses of Force);

- 1 (ii) invidious discrimination (*e.g.*, on the basis of race, ethnicity, gender,
2 religion, national origin, sexual orientation, or disability), including
3 improper ethnic remarks and gender bias;
- 4
- 5 (iii) unlawful search;
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- 7 (iv) unlawful seizure (including false imprisonment and false arrest);
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- 9 (v) dishonesty;
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- 11 (vi) domestic violence;
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- 13 (vii) improper behavior involving narcotics or drugs;
- 14
- 15 (viii) sexual misconduct;
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- 17 (ix) theft; and
- 18
- 19 (x) any act of retaliation or retribution against an officer or civilian.
- 20

21 94. In addition to the categories of complaint allegations set forth in paragraph 93,
22 IAG, and not chain of command supervisors, shall investigate the following:

- 23
- 24 a. all incidents in which both (i) a civilian is charged by an officer with
25 interfering with a police officer (California Penal Code § 148), resisting arrest, or
26 disorderly conduct, and (ii) the prosecutor's office notifies the Department either
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1 that it is dismissing the charge based upon officer credibility or a judge dismissed
2 the charge based upon officer credibility;

3
4 b. all incidents in which the Department has received written notification from
5 a prosecuting agency in a criminal case that there has been an order suppressing
6 evidence because of any constitutional violation involving potential misconduct by
7 an LAPD officer, any other judicial finding of officer misconduct made in the
8 course of a judicial proceeding or any request by a federal or state judge or
9 magistrate that a misconduct investigation be initiated pursuant to some
10 information developed during a judicial proceeding before a judge or magistrate.
11 The LAPD shall request that all prosecuting agencies provide them with written
12 notification whenever the prosecuting agency has determined that any of the above
13 has occurred;

14
15 c. all incidents in which an officer is arrested or charged with a crime other
16 than low grade misdemeanors, as defined in the LAPD manual, which
17 misdemeanors shall be investigated by chain-of-command supervisors; and

18
19 d. any request by a judge or prosecutor that a misconduct investigation be
20 initiated pursuant to information developed during the course of an official
21 proceeding in which such judge or prosecutor has been involved.

22
23 95. The City shall in fiscal year 2001-2002 provide all necessary position authorities to
24 fully implement paragraphs 93 and 94. Investigation responsibilities shall be transitioned as
25 positions are filled. Prior to positions being filled, investigation responsibilities shall be
26 transitioned commensurate with available resources. Positions will be filled and investigation

1 responsibility transition shall be completed by December 31, 2002. For complaints filed on or
2 after July 1, 2001, the Department shall make a first priority of allocating to IAG complaints in
3 the categories specified in paragraphs 93 and 94 against officers assigned to special units covered
4 by paragraph 106. The LAPD shall make a second priority of allocating to IAG complaints
5 alleging unauthorized uses of force (other than administrative Categorical Uses of Force). These
6 complaint investigations will be allocated to IAG so as to allow the City to meet its obligations
7 under paragraph 87 of this Agreement.

8
9 96. Paragraphs 93 and 94 shall not apply to misconduct complaints lodged against the
10 Chief of Police, which investigations shall be directed by the Commission as set forth in
11 paragraph 145. Paragraphs 93 and 94 do not preclude IAG from undertaking such other
12 investigations as the Department may determine.

13
14 97. By July 1, 2001, the City shall develop and initiate a plan for organizing and
15 executing regular, targeted, and random integrity audit checks, or "sting" operations (hereinafter
16 "sting audits"), to identify and investigate officers engaging in at-risk behavior, including:
17 unlawful stops, searches, seizures (including false arrests), uses of excessive force, or violations
18 of LAPD's Manual Section 4/264.50 (or its successor). These operations shall also seek to
19 identify officers who discourage the filing of a complaint or fail to report misconduct or
20 complaints. IAG shall be the unit within the LAPD responsible for these operations. The
21 Department shall use the relevant TEAMS II data, and other relevant information, in selecting
22 targets for these sting audits. Sting audits shall be conducted for each subsequent fiscal year for
23 the duration of this Agreement. Nothing in this Agreement is intended to limit the application of
24 any federal statute.

25
26 98. The commanding officer of IAG shall select the staff who are hired and retained as

1 IAG investigators and supervisors, subject to the applicable provisions of the City's civil service
2 rules and regulations and collective bargaining agreements. Investigative experience shall be a
3 desirable, but not a required, criterion for an IAG investigatory position. Officers who have a
4 history of any sustained investigation or discipline received for the use of excessive force, a false
5 arrest or charge, or an improper search or seizure, sexual harassment, discrimination or dishonesty
6 shall be disqualified from IAG positions unless the IAG commanding officer justifies in writing
7 the hiring of such officer despite such a history.

8
9 99. The Department shall establish a term of duty of up to three years for the IAG
10 Sergeants, Detectives and Lieutenants who conduct investigations, and may reappoint an officer
11 to a new term of duty only if that officer has performed in a competent manner. Such IAG
12 investigators may be removed during their term of duty for acts or behaviors that would disqualify
13 the officer from selection to IAG or under any other personnel authority available to the
14 Department.

15
16 100. IAG investigators shall be evaluated based on their competency in following the
17 policies and procedures for Complaint Form 1.28 investigations. The LAPD shall provide regular
18 and periodic re-training and re-evaluations on topics relevant to their duties.

19
20 101. The LAPD shall refer to the appropriate criminal prosecutorial authorities all
21 incidents involving LAPD officers with facts indicating criminal conduct.

1 H. Non-Discrimination Policy and Motor Vehicle and Pedestrian Stops

2
3 102. The Department shall continue to prohibit discriminatory conduct on the basis of
4 race, color, ethnicity, national origin, gender, sexual orientation, or disability in the conduct of
5 law enforcement activities. The Department shall continue to require that, to the extent required
6 by federal and state law, all stops and detentions, and activities following stops or detentions, by
7 the LAPD shall be made on the basis of legitimate, articulable reasons consistent with the
8 standards of reasonable suspicion or probable cause.

9
10 103. LAPD officers may not use race, color, ethnicity, or national origin (to any extent
11 or degree) in conducting stops or detentions, or activities following stops or detentions, except
12 when engaging in appropriate suspect-specific activity to identify a particular person or group.
13 When LAPD officers are seeking one or more specific persons who have been identified or
14 described in part by their race, color, ethnicity, or national origin, they may rely in part on race,
15 color, ethnicity, or national origin only in combination with other appropriate identifying factors
16 and may not give race, color, ethnicity or national origin undue weight.

17
18 104. By November 1, 2001, the Department shall require LAPD officers to complete a
19 written or electronic report each time an officer conducts a motor vehicle stop.

20
21 a. The report shall include the following:

22
23 (i) the officer's serial number;

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25 (ii) date and approximate time of the stop;

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- (iii) reporting district where the stop occurred;
- (iv) driver's apparent race, ethnicity, or national origin;
- (v) driver's gender and apparent age;
- (vi) reason for the stop, to include check boxes for: (1) suspected moving violation of the vehicle code; (2) suspected violation of the Penal or Health and Safety Codes; (3) suspected violation of a City ordinance; (4) Departmental briefing (including crime broadcast/crime bulletin/roll call briefing); (5) suspected equipment/registration violation; (6) call for service; and (7) other (with a brief text field);
- (vii) whether the driver was required to exit the vehicle;
- (viii) whether a pat-down/frisk was conducted;
- (ix) action taken, to include check boxes for warning, citation, arrest, completion of a field interview card, with appropriate identification number for the citation or arrest report; and
- (x) whether the driver was asked to submit to a consensual search of person, vehicle, or belongings, and whether permission was granted or denied.

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- (iii) reporting district where the stop occurred;

- (iv) person's apparent race, ethnicity, or national origin;

- (v) person's gender and apparent age;

- (vi) reason for the stop, to include check boxes for: (1) suspected violation of the Penal Code; (2) suspected violation of the Health and Safety Code; (3) suspected violation of the Municipal Code; (4) suspected violation of the Vehicle Code; (5) Departmental briefing (including crime broadcast/crime bulletin/roll call briefing); (6) suspect flight; (7) consensual (which need only be checked if there is a citation, arrest, completion of a field interview card, search or seizure (other than searches or seizures incident to arrest) or pat-down/frisk); (8) call for service; or (9) other (with brief text field);

- (vii) whether a pat-down/frisk was conducted;

- (viii) action taken, to include check boxes for (1) warning; (2) citation; (3) arrest; and (4) completion of a field interview card, with appropriate identification number for the citation or arrest report; and

- (ix) whether the person was asked to submit to a consensual search of their person or belongings, and whether permission was granted or denied.

1 **IV. MANAGEMENT OF GANG UNITS**

2
3 106. The LAPD has developed and shall continue to implement a protocol that includes
4 the following requirements for managing and supervising all LAPD units that are primarily
5 responsible for monitoring or reducing gang activity, including the Special Enforcement Units:
6

7 a. Each unit shall be assigned to an Area or Bureau, and shall be managed and
8 controlled by the Area or Bureau command staff where it is assigned. The Bureau
9 gang coordinators and the citywide gang coordinator (the Detective Support
10 Division Commanding Officer) coordinate the Bureau-wide and citywide activities
11 of these units, provide training and technical assistance, and are involved in
12 coordinating and providing information for the audits of these units.
13

14 b. Eligibility criteria for selection of a non-supervisory officer in these units
15 shall include that officers have completed probation, have acquired a minimum
16 number of years as a police officer in the LAPD, and have demonstrated
17 proficiency in a variety of law enforcement activities, interpersonal and
18 administrative skills, cultural and community sensitivity, and a commitment to
19 police integrity. Without the prior written approval of the Chief of Police, a non-
20 supervisory officer shall not be reassigned to a unit until 13 LAPD Deployment
21 Periods have elapsed since their previous assignment in these units.
22

23 c. Eligibility criteria for selection as a supervisor in these units shall include
24 that supervisors have one year experience as a patrol supervisor, have been
25 wheeled from their probationary Area of assignment, and have demonstrated
26 outstanding leadership, supervisory, and administrative skills. In addition, without
27

1 the prior written approval of the Chief of Police, an individual shall not be selected
2 as a supervisor in these units until 13 LAPD Deployment Periods have elapsed
3 since the individual's previous assignment in these units as an officer or
4 supervisor.

5
6 d. Supervisors and non-supervisory officers in these units shall have a limited
7 tour assignment to these units, for a period not to exceed 39 LAPD Deployment
8 Periods. An extension of such assignment for up to three LAPD Deployment
9 Periods may be granted upon the written approval of the Bureau commanding
10 officer. Any longer extension shall be permitted upon written approval of the
11 Chief of Police.

12
13 e. Unit supervisors and non-supervisory officers shall continue to: (i) be
14 subject to existing procedures for uniformed patrol officers regarding detention,
15 transportation, arrest, processing and booking of arrestees and other persons; (ii)
16 wear Class A or Class C uniforms (and may not wear clothing with unauthorized
17 insignias identifying them as working at a particular unit); (iii) use marked police
18 vehicles for all activities; (iv) check out and return all field equipment from the
19 Area kit room on a daily basis; (v) attend scheduled patrol roll calls; (vi) base all
20 unit activities out of the concerned Area station; and (vii) not use off-site locations
21 at night other than LAPD primary area stations for holding arrestees (including
22 interviews) or interviewing witnesses; provided, however, that the foregoing does
23 not apply to interviews at the scene of a crime, interviews in connection with a
24 canvass of a scene, or when the witness requests to be interviewed at a different
25 location. Any exceptions from these requirements shall require the approval of the
26 appropriate managers, and shall be for a specified, limited period of time.

1 Exceptions to the requirements set forth in subparagraphs (ii) and (iii) shall be in
2 writing.

3
4 f. A unit supervisor shall provide a daily field presence and maintain an
5 active role in unit operations. Unit supervisors shall brief the Area watch
6 commander regularly regarding the activities of their unit, and shall coordinate unit
7 activities with other Area supervisors.

8
9 g. Area managers shall be responsible for ensuring that supervisors exercise
10 proper control over these units, and for providing oversight over planned tactical
11 operations.

12
13 h. Each Bureau gang coordinator shall be responsible for monitoring and
14 assessing the operation of all units in the Bureau that address gang activity. The
15 coordinator shall personally inspect and audit at least one Area unit each month,
16 and shall submit copies of completed audits to the pertinent Bureau and Area,
17 OHB Detective Support Division Command office, and the LAPD Audit Unit
18 created in paragraph 124 below. The coordinator may use bureau staff to conduct
19 such audits who themselves serve in a Bureau or Area gang-activity unit and are
20 deployed in the field to monitor or reduce gang activity.

21
22 The provisions of this paragraph do not apply to the Detective Support Division's gang unit
23 whose primary, gang-related responsibility is to provide administrative support.

24
25 107. In addition to the requirements set forth in the preceding paragraph, the LAPD
26 shall implement the following requirements, which shall be applicable to all LAPD units that are

1 covered by the preceding paragraph.

2

3

a. The eligibility criteria for selection of an officer in these units shall require a positive evaluation of the officer based upon the officer's relevant and appropriate TEAMS II record. Supervisors shall be required to document in writing their consideration of any sustained Complaint Form 1.28 investigation, adverse judicial finding, or discipline for use of excessive force, a false arrest or charge, an improper search and seizure, sexual harassment, discrimination, or dishonesty in determining whether an officer shall be selected for the unit.

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b. The procedures for the selection of supervisors and non-supervisory officers in these units shall include a formal, written application process, oral interview(s), and the use of TEAMS II and annual performance evaluations to assist in evaluating the application.

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c. Without limiting any other personnel authority available to the Department, during a supervisor's or non-supervisory officer's assignment tour in these units, a sustained complaint or adverse judicial finding for use of excessive force, a false arrest or charge, an unreasonable search or seizure, sexual harassment, discrimination, or dishonesty, shall result in the officer's supervisor reviewing the incident and making a written determination as to whether the subject officer should remain in the unit.

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1 **V. CONFIDENTIAL INFORMANTS**

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3 108. The LAPD has developed and shall continue to implement procedures for the
4 handling of informants. The procedures include and LAPD shall continue to require the
5 following:

6
7 a. The use of informants by LAPD personnel is limited to those non-
8 uniformed personnel assigned to investigative units, such as, Area Detectives,
9 Narcotics Division, and Specialized Detective Divisions. Personnel in uniform
10 assignments shall not maintain or use informants.

11
12 b. An officer desiring to utilize an individual as an informant shall identify
13 that person by completing an informant control package.

14
15 c. The officer shall submit that package to his or her chain-of-command
16 supervisor for review and approval by the appropriate manager prior to utilizing
17 that individual as an informant, which review shall be for completeness and
18 compliance with LAPD procedures.

19
20 d. Each informant shall be assigned a Confidential Informant ("CI") number.

21
22 e. The commanding officer shall be responsible for ensuring that informant
23 control packages are stored in a secure location that provides for restricted access
24 and sign-out approval by the officer in charge or watch commander. There shall be
25 a written record including each accessing officer's name and date of access in the
26 informant control package.

1 f. Informant control packages shall not be retained beyond end of watch
2 without approval of the officer in charge or watch commander.

3
4 g. Whenever information is supplied by an informant whom the investigating
5 officer has not used as a source within the past three months, the officer shall check
6 the Department-wide undesirable informant file and update the individual's
7 informant control package prior to acting on such information.

8
9 h. Investigating officers shall be required to confer with a supervisor prior to
10 meeting with an informant; document all meetings, significant contacts, and
11 information received from an informant in the informant control package; inform
12 their supervisor of any contact with an informant; and admonish the informant that
13 he or she shall not violate any laws in the gathering of information.

14
15 i. Supervisors shall be required to meet with each confidential informant at
16 least once prior to the information control package being submitted to the
17 commanding officer. The quality of supervisors' oversight with respect to
18 adherence to LAPD guidelines and procedures regarding informant use by officers
19 under his or her command and such supervisors' own adherence thereto, shall be
20 factors in such supervisor's annual personnel performance evaluation.

21
22 j. Whenever an officer takes action based on information supplied by an
23 informant, the officer shall document the information supplied, and the results of
24 the investigation, in the individual's informant control package.

25
26 109. The LAPD shall establish a permanent Department-wide confidential database or

1 listing of all LAPD confidential informants except those listed by the Anti-Terrorist Division and
2 those used in conjunction with another agency, containing the following information: Confidential
3 Informant number, name, aliases, and date of birth.

4

5 110. Within six months of the effective date of this Agreement, the LAPD shall publish
6 a confidential informant manual which further expands and defines the procedures for identifying
7 and utilizing informants, and which will include all of the requirements set out in paragraphs 108
8 and 109.

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1 **VI. DEVELOPMENT OF PROGRAM FOR RESPONDING TO PERSONS WITH**
2 **MENTAL ILLNESS**

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4 111. Within one year of the effective date of this Agreement, the Department shall: (a)
5 conduct an in-depth evaluation of successful programs in other law enforcement agencies across
6 the United States dealing with police contacts with persons who may be mentally ill; and (b)
7 conduct an in-depth evaluation of LAPD training, policies, and procedures for dealing with
8 persons who may be mentally ill, including detailed reviews of at least ten incidents since January
9 1, 1999 in which a person who appeared to be mentally ill was the subject of a Categorical Use of
10 Force and at least 15 incidents since January 1, 1999 in which the LAPD mental health evaluation
11 unit was contacted.

12
13 112. Within 13 months of the effective date of this Agreement, the LAPD, based upon
14 its analysis required by the preceding paragraph, shall prepare a report for the Police Commission
15 detailing the results of its analysis and recommending appropriate changes in policies, procedures,
16 and training methods regarding police contact with the persons who may be mentally ill with the
17 goal of de-escalating the potential for violent encounters with mentally ill persons. The
18 recommendation shall include a proposal on potential methods for tracking calls and incidents
19 dealing with persons who may appear to be mentally ill. The Police Commission shall forward its
20 reports and actions regarding any appropriate new or modifications to existing policies, practices,
21 or training methods regarding police contact with persons who may be mentally ill to the City
22 Council and Mayor.

23
24 113. Within one year of the date of receipt by the Police Commission of the report
25 required in the preceding paragraph, but in no case more than 32 months after the effective date of
26 this Agreement, the Department shall complete an audit to evaluate LAPD handling of calls and

1 incidents over the previous one year period involving persons who appear to be mentally ill. The
2 audit and evaluation shall include any new policies, procedures and training methods
3 implemented pursuant to the preceding paragraph and shall specify any additional modifications
4 necessary in the Department's policies, procedures or training to meet the objectives specified in
5 the preceding paragraph.

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1 **VII. TRAINING**

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3 A. FTO Program

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5 114. The Department shall continue to implement formal eligibility criteria for Field
6 Training Officers (“FTO”). The criteria require, *inter alia*, demonstrated analytical skills,
7 demonstrated interpersonal and communication skills, cultural and community sensitivity,
8 diversity, and commitment to police integrity. The criteria shall be expanded to require a positive
9 evaluation of the officer based upon the officer’s TEAMS II record. Managers shall comply with
10 paragraphs 47(g) or 51, as appropriate, in selecting officers to serve as FTOs.

11
12 115. Without limiting any other personnel authority available to the Department, FTOs
13 may be removed during their tenure for acts or behaviors that would disqualify the officer from
14 selection as an FTO.

15
16 116. The LAPD shall continue to implement a plan to ensure that FTOs receive
17 adequate training, including training to be an instructor and training in LAPD policies and
18 procedures, to enable them to carry out their duties. FTOs’ annual personnel performance
19 evaluations shall include their competency in successfully completing and implementing their
20 FTO training. The LAPD shall provide regular and periodic re-training on these topics.

21
22 B. Training Content

23
24 117. The LAPD shall continue to provide all LAPD recruits, officers, supervisors and
25 managers with regular and periodic training on police integrity. Such training shall include and
26 address, *inter alia*:

1 a. the duty to report misconduct and facts relevant to such misconduct;

2
3 b. what constitutes retaliation for reporting misconduct, the prohibition
4 against retaliation for reporting misconduct, and the protections available to
5 officers from retaliation;

6
7 c. cultural diversity, which shall include training on interactions with persons
8 of different races, ethnicities, religious groups, sexual orientations, persons of the
9 opposite sex, and persons with disabilities, and also community policing;

10
11 d. the role of accurately completing written reports in assuring police
12 integrity, and the proper completion of such reports;

13
14 e. Fourth Amendment and other constitutional requirements, and the policy
15 requirements set forth in paragraphs 102-103, governing police actions in
16 conducting stops, searches, seizures, making arrests and using force; and

17
18 f. examples of ethical dilemmas faced by LAPD officers and, where
19 practicable given the location, type, and duration of the training, interactive
20 exercises for resolving ethical dilemmas shall be utilized.

21
22 118. The Department shall train all members of the public scheduled to serve on the
23 Board of Rights in police practices and procedures.

24
25 119. The City may establish a plan to annually provide tuition reimbursement for
26 continuing education for a reasonable number of officers in subjects relevant to this Agreement,

1 including subjects which will promote police integrity and professionalism. Such educational
2 programs shall be attended while officers are off-duty.

3
4 120. The LAPD shall establish procedures for supervisors and officers of the LAPD to
5 communicate to the LAPD Training Group any suggestions they may have for improving the
6 standardized training provided to LAPD officers, and to make written referrals to the appropriate
7 LAPD official regarding suggestions about LAPD policies or tactics.

8
9 C. Supervisory Training

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11 121. The LAPD shall provide all officers promoted to supervisory positions, up to and
12 including the rank of Captain, with training to perform the duties and responsibilities of such
13 positions. Such LAPD officers and supervisors shall be provided with such training before they
14 assume their new supervisory positions, except for those officers promoted to the rank of Captain,
15 who shall have at least commenced their Command Development training before they assume
16 their new positions.

17
18 122. The LAPD shall provide regular and periodic supervisory training on reviewing the
19 reports addressed in this Agreement, incident control, and ethical decision making.

20
21 123. The LAPD shall ensure that any supervisor who performs, or is expected to
22 perform, administrative investigations, including chain of command investigations of uses of
23 force and complaints, receives training on conducting such investigations.

1 **VIII. INTEGRITY AUDITS**

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3 A. Audit Plan

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5 124. By June 1, 2001, and prior to the beginning of each fiscal year thereafter, the
6 Chief of Police shall submit to the Police Commission, with a copy to the Inspector General, a
7 listing of all scheduled audits of the LAPD to be conducted by the LAPD in the upcoming fiscal
8 year, other than sting audits (the "Annual Audit Plan"). The Annual Audit Plan shall include all
9 specified audits required to be conducted by the LAPD, and any other audits required by this
10 Agreement, including the audits required by paragraphs 111, 113, 133 and 134. The Police
11 Commission shall review this Annual Audit Plan, and following consultation with the Chief of
12 Police, shall make appropriate modifications, and approve it. The Chief of Police shall report to
13 the Commission quarterly, with a copy to the Inspector General, on the status of audits listed in
14 the Annual Audit Plan, including any significant results of such audits conducted by the LAPD
15 ("Quarterly Audit Report"). The Department shall create and continue to have an audit unit
16 within the office of the Chief of Police (the "Audit Unit") with centralized responsibility for
17 developing the Annual Audit Plan, coordinating and scheduling audits contemplated by the
18 Annual Audit Plan and ensuring timely completion of audits, and conducting audits as directed by
19 the Chief of Police. The Audit Unit shall be established effective July 1, 2001, in connection with
20 the adoption of the City's 2001-2002 Budget, with positions to be filled as quickly as reasonably
21 possible in accordance with applicable civil service provisions. Audits contemplated by the
22 Annual Audit Plan may be conducted by the Audit Unit or by other LAPD units, as appropriate,
23 provided, however, that the Audit Unit shall take over responsibility for conducting those audits
24 contemplated by paragraphs 128 and 129 once that Unit is established. The Audit Unit shall serve
25 as a resource to other LAPD units in the conduct of audits and shall also periodically assess the
26 quality of audits performed by other LAPD units. In the event the LAPD desires to amend the

1 Annual Audit Plan, it may do so in the Quarterly Audit Report; provided, however, that the
2 Annual Audit Plan shall include the specified audits to be conducted by the LAPD. Each audit
3 conducted by the Department shall be documented in a report that provides the audit's
4 methodology, data sources, analysis of the data and conclusions.

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125. Prior to July 1, 2001, the LAPD shall conduct the following audits:

- a. a stratified random sample of warrant applications and affidavits used to support warrant applications, consistent with paragraph 128;
- b. a stratified random sample of arrest, booking, and charging reports, consistent with paragraph 128;
- c. a stratified random sample of confidential informant control packages, consistent with paragraph 128; and
- d. the work product of all LAPD units covered by paragraph 106 consistent with paragraph 131.

126. By November 1, 2001, the LAPD shall conduct an audit of a stratified random sample of all use of force reports consistent with paragraph 128.

1 B. Audits by the LAPD

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127. Sting audits shall not be reported in the Quarterly Audit Report, rather the results of all sting audits shall be reported to the Police Commission and the Inspector General by the Chief of Police within two weeks of the Chief's receipt of each sting audit report.

128. LAPD shall conduct regular, periodic audits of stratified random samples of 1) warrant applications and affidavits used to support warrant applications; 2) arrest, booking, and charging reports; 3) use of force reports; 4) all motor vehicle stops and pedestrian stops that are required to be documented in the manner specified in paragraphs 104 and 105; and 5) confidential informant control packages. The review of these documents shall entail, at a minimum, a review for completeness of the information contained and an authenticity review to include an examination for "canned" language, inconsistent information, lack of articulation of the legal basis for the applicable action or other indicia that the information in the document is not authentic or correct. The review shall also assess the information in the documents to determine whether the underlying action was appropriate, legal, and in conformance with LAPD procedures. To the extent possible from a review of such samples, the audit shall also evaluate the supervisory oversight of the applicable incident and any post-incident review.

129. The LAPD shall conduct regular, periodic audits of random samples of: (i) all Categorical Use of Force investigations; (ii) all Non-Categorical Use of Force investigations; and (iii) all Complaint Form 1.28 investigations. These audits shall assess:

- a. the timeliness of completing the investigations, and satisfying the requirements of paragraphs 67, 69 and 87 where applicable;

1 b. the completeness of the investigation file, including whether the file
2 contains all appropriate evidence and documentation, or, if evidence is missing, an
3 explanation of why the evidence is missing;

4
5 c. a comparison of the officer, complainant, and witness statements with the
6 investigator's summaries thereof, where applicable;

7
8 d. the adequacy of the investigation, including the application of the standards
9 set forth in paragraphs 80-86; and

10
11 e. the appropriateness of IAG's determinations under paragraph 79.
12

13 130. The LAPD shall annually report to the Commission, with a copy to the Inspector
14 General, the type of complaint allegations it receives and the disposition (including sustained rate)
15 and discipline or lack of discipline resulting from each type of allegation. This report shall
16 include both the allegations received and any collateral misconduct discovered during the
17 investigation. This report shall list the above information for each type of allegation as well as
18 summarize aggregate information by geographic division (department, bureau, area, and district),
19 officer rank, and type of assignment.
20

21 131. The LAPD shall conduct regular periodic audits of the work product of all LAPD
22 units covered by paragraph 106. These audits shall be conducted by OHB Detective Support
23 Division. Each such audit shall include:

24
25 a. auditing a random sample of the work of the unit as a whole and further
26 auditing the work of any individual officers whose work product the auditor has
27

1 observed contains indicia of untruthfulness, other forms of misconduct, or
2 otherwise merits further review;

3
4 b. assessing compliance with the selection criteria set forth in paragraphs 106
5 and 107;

6
7 c. an audit of the type set forth in paragraph 128;

8
9 d. auditing the use of confidential informants by such units to assess
10 compliance with paragraph 108;

11
12 e. auditing the roles and conduct of supervisors of these units;

13
14 f. reviewing the incidents requiring supervisory review pursuant to
15 paragraphs 62, 64, 68, 70 and 71, assessing the supervisor's response, and
16 examining the relationships of particular officers working together or under
17 particular supervisors in such incidents to determine whether additional
18 investigation is needed to identify at-risk practices; and

19
20 g. the audit shall draw conclusions regarding the adherence of the unit to the
21 law, LAPD policies and procedures, and this Agreement, and shall recommend a
22 course of action to correct any deficiencies found.

23
24 132. The LAPD shall require regular and periodic financial disclosures by all LAPD
25 officers and other LAPD employees who routinely handle valuable contraband or cash. The
26 LAPD shall periodically audit a random sample of such disclosures to ensure their accuracy.

1 When necessary, the LAPD shall require the necessary waivers from such officers.

2
3 133. Within 18 months of the effective date of this Agreement, the Department shall
4 audit police officer and supervisory officer training, using independent consultants who have
5 substantial experience in the area of police training. The audit shall assess: ways in which LAPD
6 training could be improved (i) to reduce incidents of excessive use of force, false arrests, and
7 illegal searches and seizures and (ii) by making greater use of community-oriented-policing
8 training models that take into account factors including paragraph 117(c).

9
10 134. Eighteen months after the effective date of this Agreement, the Department shall
11 complete a review and audit of all uses of force resulting in skeletal fractures known to the LAPD.
12 The audit shall review and evaluate: 1) the frequency of occurrence of skeletal fractures, by
13 officers and groups of officers, and the types of force that produced the fractures; 2) medical care
14 provided to persons who sustain such a fracture where the medical care is provided while the
15 person is in the custody of the Department, or provided at another time and the Department knows
16 of the fracture; 3) the quality, thoroughness, disposition, and timeliness of the chain of command
17 investigation and review of uses of force resulting in fractures, pursuant to paragraph 68; and 4)
18 frequency and outcome of complaints where the complainant allegedly received such a fracture.
19 Such audit shall analyze the circumstances giving rise to the use of force and resulting fracture,
20 and the Department's response to such injuries. The audit shall recommend potential reforms to
21 Department policies and procedures with the goal of minimizing and promptly treating such
22 fractures, including the feasibility and desirability of including uses of force resulting in fractures
23 within the definition of a Categorical Use of Force, as appropriate.

1 C. Inspector General Audits

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135. The Inspector General shall be provided with copies of all reports of specified audits prepared by the LAPD and audits prepared in compliance with paragraphs 111, 113, 125, 126, 133 and 134 within one week of the completion thereof, and with copies of all sting audits as required by paragraph 127. The Inspector General shall evaluate all such audits to assess their quality, completeness and findings. Upon request from the Inspector General, the LAPD shall forward any other LAPD audit report requested to the Inspector General within one week of such request, and the Inspector General, at his or her discretion where he or she deems appropriate, or upon direction from the Commission, may evaluate these audits. The Inspector General shall deliver its evaluations in writing to the Police Commission.

136. The Inspector General shall continue to review all Categorical Use of Force investigations. The Inspector General also shall conduct a regular, periodic audit and review of a stratified random sample of: (i) all Non-Categorical Uses of Force; and (ii) Complaint Form 1.28 investigations. Both of these types of reviews shall assess the quality, completeness, and findings of the investigations and shall include determinations of whether the investigations were completed in a timely manner, summarized and transcribed statements accurately match the recorded statements, all available evidence was collected and analyzed, and the investigation was properly adjudicated. The Inspector General shall promptly report its findings from these reviews in writing to the Police Commission.

137. The Inspector General, between 6-12 months following implementation of TEAMS II and on a regular basis thereafter, shall audit the quality and timeliness of the LAPD's use of TEAMS II to perform the tasks identified in the protocol described in paragraph 47 above.

1 140. The Police Commission may identify subjects for audits and direct either the
2 LAPD or the Inspector General to conduct such audits. The LAPD and Inspector General shall
3 conduct such audits as directed by the Commission and shall report the audit results to the
4 Commission within the time frames established by the Commission. Subject to Charter Section
5 573, the Inspector General shall continue to have the authority to initiate other audits.

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1 **IX. OPERATIONS OF THE POLICE COMMISSION & INSPECTOR GENERAL**

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3 A. Police Commission

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5 141. This Agreement sets forth obligations of the Commission, Inspector General and
6 Chief of Police; however, it in no way constrains them from exercising their powers and
7 satisfying their duties set forth in the Charter and other applicable law.

8
9 142. The Commission and Inspector General shall continue to review and evaluate all
10 Categorical Uses of Force. The Commission shall determine whether the officer's conduct
11 conforms with LAPD policies, procedures, and the requirements of this Agreement, and so inform
12 the Chief of Police. The Commission shall annually issue a publicly available report detailing its
13 findings regarding these incidents.

14
15 143. The Commission shall review the specified audit reports, the sting audit reports,
16 and the audits required by paragraphs 111, 113, 125, 126, 133, and 134 to determine whether any
17 changes or modifications in LAPD policies are necessary. In addition, the Police Commission
18 shall consider the results of such audits in its annual evaluation of the Chief of Police. The Police
19 Commission shall exercise its authority to review and approve all new LAPD policies and
20 procedures or changes to existing LAPD policies and procedures that are made to address the
21 requirements of this Agreement. Review and approval of procedures, or changes to existing
22 procedures that are made to address the requirements of this Agreement, by the Chief of Police (or
23 his or her designee) affecting only procedure (and not policy) may be obtained on a ratification
24 basis by placement of such item on the Commission agenda within 14 days of the date of the
25 action by the Chief or designee, and the Commission must approve, disapprove, or require
26 modification of such item within 14 days of receipt. All new policies, or changes to existing

1 policies, must be reviewed and approved by the Commission prior to implementation.

2
3 144. Under the Charter, the Commission is required to conduct an annual review of the
4 Chief of Police. Such a review is intended to be an overall assessment of the Police Chief's
5 performance as the chief administrative officer of the LAPD, including as it relates to satisfaction
6 of universal performance goals applicable to chief administrative officers, budgeting goals and
7 other goals determined by the Commission. In conducting such review, the Commission shall
8 also consider the Police Chief's responses to use of force incidents and complaints of officer
9 misconduct, assessment and imposition of discipline and those matters described in paragraphs
10 67, 88, 89, 106, 124, 127, and 143.

11
12 145. The Commission shall investigate all misconduct complaints against the Chief of
13 Police and may use its staff, the Inspector General, or authorized contractors to conduct such
14 investigations.

15
16 146. The Commission shall continue to review and approve the LAPD's budget
17 requests.

18
19 B. Inspector General

20
21 147. The Inspector General shall be notified in a timely manner of all Categorical Uses
22 of Force and be entitled to be present, at his or her discretion, as an observer on all Categorical
23 Use of Force "roll outs". The Inspector General shall report to the Commission in the event that
24 the Inspector General's observations at the scene of an incident raise issues regarding
25 conformance with LAPD policies, procedures, and the requirements of this Agreement.

1 148. The Inspector General may attend any Use of Force Review Board meeting. The
2 Inspector General may interview any participant in such hearing after the conclusion of the
3 hearing.
4

5 149. The LAPD shall promptly provide the Inspector General with any documents or
6 other information requested by the Inspector General related to the Inspector General's
7 responsibilities under this Agreement. The Inspector General shall develop and provide the
8 LAPD with a list of reports, complete with time-frames and frequency of their production, that the
9 LAPD shall provide to the Inspector General on a specified schedule in order for the Inspector
10 General to fulfill his or her responsibilities under this Agreement, which list may be updated from
11 time to time by the Inspector General.
12

13 150. The Inspector General shall accept complaints from LAPD officers regarding
14 matters which the Inspector General has authority to investigate, and the Inspector General shall
15 not disclose the identity of an individual without the consent of the employee from whom a
16 complaint or information has been received, unless such disclosure is unavoidable in order to
17 effectively investigate an allegation or is otherwise required by law or the Los Angeles Office of
18 the City Attorney; provided, however, that the Inspector General shall disclose the identity of
19 such individual to the Police Commission, upon request.
20

21 151. Paragraphs 139 and 150 do not relieve officers of their obligations described in
22 paragraphs 65, 77, 78 and 82.
23

24 152. The LAPD shall continue to provide the Inspector General with all complaint
25 intake information, including the assignment for investigation, within one week after its receipt by
26 IAG. The Inspector General shall review such information to ensure that complaints are being
27

1 received in a manner that complies with LAPD policies and procedures, and the terms of this
2 Agreement.

3

4 153. The Inspector General shall keep the Commission informed of the status of all
5 pending investigations and audits to be performed by the Inspector General hereunder.

6

7 C. General

8

9 154. Reviews, audits and reports required hereunder to be made by the Commission, the
10 Inspector General or the Department may contain recommendations to correct deficiencies. The
11 identification of deficiencies in such reviews, audits or reports shall not be a breach of this
12 Agreement, rather the City, including the Department, shall take appropriate, timely and
13 reasonable steps to remedy such deficiencies.

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1 **X. COMMUNITY OUTREACH AND PUBLIC INFORMATION**

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3 155. For the term of this Agreement, the Department shall conduct a Community
4 Outreach and Public Information program for each LAPD geographic area. The program shall
5 require the following:

6
7 a. at least one open meeting per quarter in each of the 18 geographic Areas for
8 the first year of the Agreement, and one meeting in each Area annually thereafter,
9 to inform the public about the provisions of this Agreement, and the various
10 methods of filing a complaint against an officer. At least one week before such
11 meetings the City shall publish notice of the meeting (i) in public areas; (ii) in at
12 least one newspaper covering the City of Los Angeles; (iii) in one or more local
13 community newspaper(s) that services the Area, taking into account the diversity
14 in language and ethnicity of the area's residents; (iv) on the City and LAPD
15 website; and (v) in the primary languages spoken by the communities located in
16 such area.

17
18 b. the open public meetings described above shall include presentations and
19 information on the LAPD and LAPD operations, which presentations and
20 information are designed to enhance interaction between officers and community
21 members in daily policing activities.

22
23 156. The LAPD shall prepare and publish on its website semiannual public reports
24 required by this paragraph. Such reports shall include aggregate statistics broken down by each
25 LAPD geographic area and for the Operations Headquarters Bureau, and broken down by the
26 race/ethnicity/national origin of the citizens involved, for arrests, information required to be

1 maintained pursuant to paragraphs 104 and 105, and uses of force. Such reports shall include a
2 brief description of each of the following that was completed during that period: (i) report of a
3 specified audit completed, audits completed pursuant to paragraphs 111, 113, 125, 126, 130, 133
4 and 134, and any significant actions taken as a result of such audits or reports, (ii) a summary of
5 all discipline imposed during the period reported by type of misconduct, broken down by type of
6 discipline, bureau and rank, and (iii) any new policies or changes in policies made by the
7 Department to address the requirements of this Agreement. Such reports shall also include the
8 reports prepared pursuant to paragraphs 173 and 175.

9
10 157. The LAPD shall continue to utilize community advisory groups in each geographic
11 Area and to meet quarterly with the community they serve. The Department shall establish a
12 media advisory working group to facilitate information dissemination to the predominant
13 ethnicities and cultures in Los Angeles.

1 **XI. INDEPENDENT MONITOR**

2
3 158. By March 1, 2001, the City and the DOJ shall together select an Independent
4 Monitor, acceptable to both, who shall monitor and report on the City's implementation of this
5 Agreement. The selection of the Monitor shall be pursuant to a method jointly established by the
6 DOJ and the City. If the DOJ and City are unable to agree on a Monitor or an alternative method
7 of selection, the DOJ and the City each shall submit two names of persons to the Court who shall
8 have the following attributes: (i) a reputation for integrity, evenhandedness, and independence; (ii)
9 experience as a law enforcement officer, expertise in law enforcement practices, or experience as
10 a law enforcement practices monitor; (iii) an absence of bias, including any appearance of bias,
11 for or against the DOJ, the City, the Department, or their officers or employees; and (iv) no
12 personal involvement, in the last eight years, whether paid or unpaid, with a claim or lawsuit
13 against the City or the Department or any of their officers, agents or employees, unless waived by
14 the parties. The DOJ and the City shall also submit to the Court the resumes, cost proposals, and
15 other relevant information for such persons demonstrating the above qualifications, and the Court
16 shall appoint the Monitor from among the names of qualified persons so submitted; provided,
17 however, that if the Court so selects the Monitor, then the maximum sum to be paid the Monitor,
18 including any additional persons he or she may associate pursuant to paragraph 159 (excluding
19 reasonable costs or fees associated with non-compliance or breach of the Agreement by the City
20 or the Department), shall not exceed \$10 million, plus out-of-pocket costs for travel and
21 incidentals, for the first five years after the effective date of this Agreement.

22
23 159. The Monitor, at any time, may associate such additional persons or entities as are
24 reasonably necessary to perform the monitoring tasks specified by this Agreement. Any
25 additional persons or entities associated by the Monitor shall possess the following attributes: a
26 reputation for integrity, evenhandedness, and independence; an absence of bias, including any

1 appearance of bias, for or against the DOJ, the City, the Department, or their officers or
2 employees; and no personal involvement in the last five years, whether paid or unpaid, with a
3 claim or lawsuit against the City or the Department or any of their officers, agents or employees
4 unless waived by the parties, which waiver shall not be unreasonably withheld. The Monitor shall
5 notify in writing the DOJ and the City if and when such additional persons or entities are selected
6 for association by the Monitor. The notice shall identify the person or entity to be associated and
7 the monitoring task to be performed, and, if a waiver is being requested, the notice shall indicate
8 if the person had any such involvement in the last five years, whether paid or unpaid, with a claim
9 or lawsuit against the City or the Department or any of their officers, agents, or employees. Either
10 the DOJ or the City may notify in writing the Monitor within 10 days (excluding weekends, and
11 federal or state holidays) of any objection either may have to the selection. If the parties and the
12 Monitor are unable to resolve any such objection, and the Monitor believes that the specific
13 person or entity in question is needed to assist the Monitor and such person or entity satisfies the
14 qualifications and requirements in this paragraph, the Monitor may seek Court authorization to
15 hire such person. For purposes of all paragraphs of this Agreement other than the preceding
16 paragraph, the term Monitor shall include any and all persons or entities that the Monitor
17 associates to perform monitoring tasks and such persons shall be subject to the same provisions
18 applicable to the Monitor under this Agreement.

19
20 160. The City shall bear all reasonable fees and costs of the Monitor. The Court retains
21 the authority to resolve any dispute that may arise regarding the reasonableness of fees and costs
22 charged by the Monitor. In selecting the Monitor, DOJ and the City recognize the importance of
23 ensuring that the fees and costs borne by the City are reasonable, and accordingly fees and costs
24 shall be one factor considered in selecting the Monitor. In the event that any dispute arises
25 regarding the payment of the Monitor's fees and costs, the City, DOJ and the Monitor shall
26 attempt to resolve such dispute cooperatively prior to seeking the Court's assistance.

1 particular, on those involving alleged uses of excessive force, false arrests or
2 improper stops, improper searches or seizures, discrimination or retaliation); and
3 motor vehicle and pedestrian stop data collected pursuant to paragraphs 104 and
4 105.
5

6 In performing its obligations under this Agreement, the Monitor shall, where appropriate, utilize
7 audits conducted by the City or Department for this purpose, and employ appropriate sampling
8 techniques.
9

10 163. The Monitor may review completed portions of administrative investigations and
11 resulting internal proceedings while they are pending, provided, however, that in such instances
12 the Monitor may review only those parts of such investigations and proceedings that have been
13 completed (such as the completed use of force report, completed Use of Force Review Board
14 proceedings, or completed Board of Rights proceedings). If the Monitor determines that any
15 administrative use of force or Complaint Form 1.28 investigation, which has been adjudicated or
16 otherwise disposed or completed, is inadequate under this Agreement, the Monitor shall confer
17 with the Commission, Chief of Police and the Inspector General, and provide a confidential
18 written evaluation to the Department, the Inspector General, and the DOJ containing the
19 additional measures that should be taken with respect to future investigations in order to satisfy
20 this Agreement. Such evaluation shall be for the purpose of assisting the Commission, the Chief
21 of Police and the Inspector General in conducting future investigations, and shall not obligate the
22 Department to reopen or re-adjudicate any investigation.
23

24 164. In monitoring the implementation of this Agreement, the Monitor shall maintain
25 regular contact with the City, the Commission, the Chief of Police, the Inspector General as well
26 as the DOJ.
27

1 review in a reasonable manner that is consistent with the Monitor's responsibilities and schedule.
2 The Monitor shall treat copies of TEAMS II information and data as "non-public information," as
3 defined in paragraph 168(a).
4

5 168. All documents provided to the Monitor, whether by the City, Department, or DOJ,
6 shall be maintained in a confidential manner. Sensitive Data, and "non-public information" as
7 defined in subpart (a) of this paragraph, whether obtained from the City, Department or DOJ, shall
8 not be disclosed by the Monitor to any person or entity, other than (i) to the DOJ, (ii) to the Court
9 either under Seal or consistent with paragraphs 169, 170 or 173 or (iii) as consistent with subpart
10 (a) of this paragraph.
11

12 a. "Non-public information" means any information that is exempt from
13 public disclosure or inspection under the California Public Records Act and that
14 has not been released to a member of the public by the City or the Department or
15 any of their officers or employees, and for which the exemption has not otherwise
16 been waived by the City. Non-public information may be used in statistical
17 analysis, unit analysis or other analysis that does not identify particular individuals
18 and such analysis may be disclosed to the public solely as provided in paragraphs
19 173 and 174.
20

21 b. Other than as expressly provided in this Agreement, this Agreement shall
22 not be deemed a waiver of any privilege or right the City or the Department may
23 assert, including those recognized at common law or created by statute, rule or
24 regulation, against any other person or entity with respect to the disclosure of any
25 document.
26

1 obtained from sources other than open criminal investigation files.

2
3 a. The Monitor shall have access as Sensitive Data to documents prepared for
4 and contained solely in open criminal investigations of LAPD employees
5 reasonably necessary to monitor compliance with paragraph 67 (other than arrest
6 reports, warrants and warrant applications, which shall be subject to the general
7 access provisions). Except as provided in subpart (b) of this paragraph, the
8 Monitor shall not have access to any other documents in criminal investigations
9 files that have been open for less than ten months.

10
11 b. If the Monitor reasonably deems that access to documents contained solely
12 in either (i) open criminal investigation files, which investigations have been open
13 for more than ten months, or (ii) open criminal investigation files of LAPD
14 employees, which investigations have been open for less than ten months, is
15 necessary to carry out the duties assigned to the Monitor by this Agreement, the
16 Monitor shall notify in writing the DOJ and the City of the need for such
17 documents. After notification by the Monitor, either the DOJ or the City may
18 respond in writing to the Monitor within ten days (excluding weekends, and
19 federal or state holidays) if either have any objection to such access. If the parties
20 and the Monitor are unable to resolve any such objection, and the Monitor
21 continues to believe that the documents in question are reasonably necessary to
22 assist the Monitor, the Monitor may seek Court authorization for access to such
23 documents, subject to any appropriate protective orders. Any documents obtained
24 by this procedure shall be treated as "Sensitive Data."

25
26 171. The access provisions of the previous paragraphs do not apply to documents

1 contained solely in Anti-Terrorist Division ("ATD") files, or solely in intelligence files or
2 investigative notes files or similar files of joint task forces with other law enforcement agencies.
3

4 172. The Department shall provide the Monitor with (i) copies of all reports of specified
5 audits, sting audits, audits or reports pursuant to paragraphs 88, 89 (including Police Commission
6 documentation), 111, 113, 125, 126, 133, 134 and the Quarterly Audit Reports required by
7 paragraph 124, within ten days after receipt by the Commission, and (ii) copies of the Annual
8 Audit Plan, within ten days after approval by the Commission.
9

10 173. The Monitor shall file with the Court quarterly written, public reports detailing the
11 City's compliance with and implementation of each substantive provision of this Agreement.
12 These reports shall be written with due regard for the privacy interests of individual officers and
13 the interest of the City and the Department in protecting against disclosure of Sensitive Data and
14 non-public information. At least five days (excluding weekends and federal or state holidays)
15 before filing a report, the Monitor shall provide a copy of the draft to the parties for input as to
16 whether any factual errors were made or whether any Sensitive Data or non-public information is
17 disclosed. The Monitor shall consider the parties' responses and make appropriate changes, if
18 any, before issuing the report. The Monitor may testify in this case regarding any matter relating
19 to the implementation, enforcement or dissolution of this Agreement; provided, however, that
20 such testimony shall be given with due regard for the privacy interests of individual officers and
21 the interest of the City and the Department in protecting against disclosure of Sensitive Data and
22 non-public information. In the event that such testimony proffered by the DOJ may relate to
23 specific officers or other individuals or involve Sensitive Data or non-public information, the DOJ
24 shall provide reasonable notice.
25

26 174. Except as required or authorized by the terms of this Agreement, the parties acting
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1 together, or by the Court: the Monitor shall not make any public statements or issue findings with
2 regard to any act or omission of the City, or its agents, representatives, or employees; or disclose
3 Sensitive Data or non-public information provided to the Monitor pursuant to the Agreement.

4 The Monitor shall not testify in any other litigation or proceeding with regard to any act or
5 omission of the City, the Department, or any of their agents, representatives, or employees related
6 to this Agreement or regarding any matter or subject that the Monitor may have received
7 knowledge of as a result of his or her performance under this Agreement. Unless such conflict is
8 waived by the parties, the Monitor shall not accept employment or provide consulting services
9 that would present a conflict of interest with the Monitor's responsibilities under this Agreement,
10 including being retained (on a paid or unpaid basis) by any current or future litigant or claimant,
11 or such litigant's or claimant's attorney, in connection with a claim or suit against the City or its
12 departments, officers, agents or employees. The Monitor, as an agent of the Court, is not a state
13 or local agency, or an agent thereof, and accordingly the records maintained by the Monitor shall
14 not be deemed public records subject to public inspection within the meaning of California
15 Government Code Sec. 6250 et seq. The Monitor shall not be liable for any claim, lawsuit, or
16 demand arising out of the Monitor's performance pursuant to this Agreement. Provided,
17 however, that this paragraph does not apply to any proceeding before this Court related to
18 performance of contracts or subcontracts for monitoring this Agreement.

1 **XII. TERM OF AGREEMENT AND HOUSEKEEPING PROVISIONS**

2
3 A. City Reports and Records

4
5 175. Between 90 and 120 days following entry of this Agreement and no later than
6 every August 1st and February 1st thereafter until this Agreement is terminated, the City shall file
7 with the Court, with a copy to the Monitor and to DOJ, a status report delineating the steps taken
8 by the City and the Department during the reporting period to comply with each provision of this
9 Agreement. The City shall also file such a report documenting the steps taken to comply with
10 each provision of this Agreement during the term of this Agreement 120 days before five years
11 from the effective date of this Agreement.

12
13 176. During the term of this Agreement, the City and the Department shall maintain all
14 records necessary to document its compliance with the terms of this Agreement and all documents
15 expressly required by this Agreement. The Department shall maintain all Complaint Form 1.28
16 investigation files for at least ten years from the date of the incident. The City and the
17 Department shall maintain an officer's training records during the officer's employment with the
18 LAPD and for three years thereafter (unless required to be maintained for a longer period of
19 applicable law).

20
21 177. Within a reasonable time following notice to the City or the Department, as
22 applicable, the DOJ shall have access to all City staff, facilities and documents reasonably
23 necessary to enable the DOJ to evaluate compliance with the Agreement, except that, absent Court
24 order, access to any such staff, facilities and documents shall be limited to the same extent the
25 Monitor's access is limited under paragraphs 163, 165, 166, 167, 168, 169, 170, and 171 and as to
26 any such documents protected by the attorney-client privilege shall be consistent with the

1 requirements of those paragraphs. DOJ shall retain any Sensitive Data and non-public
2 information in a confidential manner and shall not disclose any Sensitive Data or non-public
3 information to any person or entity, other than the Court or the Monitor, absent written notice to
4 the City and either written consent by the City or a court order authorizing disclosure. In the
5 event that DOJ intends to introduce Sensitive Data or non-public information to the Court, DOJ
6 shall provide reasonable notice to the City.

7
8 **B. Implementation**

9
10 178. This Agreement shall become effective on entry by the Court. The City shall
11 implement immediately all provisions of this Agreement which involve the continuation of
12 current Department policies, procedures, and practices. The City shall implement as soon as
13 reasonably practicable and no later than 120 days after the effective date of this Agreement, the
14 following provisions: paragraphs 57, 61, 73, 76, 79, 80 (subparts b through g inclusive), 82, 85,
15 86, 91, 101, 140, 145, 147, 148, 149, 150, and 153. The remaining provisions shall be
16 implemented either by the specified implementation date or, for those provisions that have no
17 specified implementation date, as soon as is reasonably practicable and no later than July 1, 2001.
18 Provisions of this Agreement which require the use of TEAMS II shall become operable upon the
19 implementation of TEAMS II pursuant to paragraphs 50 (d) and (e).

20
21 179. The Court shall retain jurisdiction of this action for all purposes during the term of
22 this Agreement. The Agreement shall terminate five years from the effective date without further
23 action of the Court unless DOJ makes a motion to extend the term of the Agreement, which
24 motion shall extend the term of the Agreement until the resolution of such motion. Such motion
25 shall be made within 45 days prior to the expiration of the term of the Agreement. If the City
26 contests the motion, the Court shall hold a hearing at which both parties may present evidence to

1 the Court before ruling on the DOJ's motion. At the hearing, the burden shall be on the City to
2 demonstrate that it has substantially complied with each of the provisions of the Agreement and
3 maintained substantial compliance for at least two years. For the purposes of this paragraph,
4 "substantial compliance" means there has been performance of the material terms of this
5 Agreement. Materiality shall be determined by reference to the overall objectives of this
6 Agreement. Noncompliance with mere technicalities, or temporary failure to comply during a
7 period of otherwise sustained compliance, will not constitute failure to maintain substantial
8 compliance. At the same time, temporary compliance during a period of otherwise sustained
9 noncompliance shall not constitute substantial compliance. If the Court finds that the City has not
10 maintained substantial compliance for at least two years, the Court shall extend the term of this
11 Agreement until such time as the City has been in substantial compliance with this Agreement for
12 a period of two years including that period of time that the City had been in compliance prior to
13 DOJ's motion.

14
15 180. The City and the DOJ may jointly stipulate to make changes, modifications and
16 amendments to this Agreement, which shall be effective, absent further action from the Court, 45
17 days after a joint motion has been filed with the Court.

18
19 181. Neither the City nor the Department shall be deemed to be in breach of this
20 Agreement by reason of failure to perform any of its obligations hereunder to the extent that such
21 failure is due to unforeseen circumstances, including strikes, acts of God, acts of a court of
22 competent jurisdiction (provided that the City takes the actions required by paragraph 187),
23 weather conditions, or any similar circumstances for which the City is not responsible and which
24 are not within the City's control (collectively, "unforeseen circumstances").

25
26 182. If any unforeseen circumstance occurs which causes a failure to timely carry out

1 any requirements of this Agreement, the City shall notify the DOJ in writing within 20 calendar
2 days of the time that the City becomes aware of the unforeseen circumstance and its impact on the
3 City's ability to perform under the Agreement. The notice shall describe the cause of the failure to
4 perform and the measures taken to prevent or minimize the failure. The City shall implement all
5 reasonable measures to avoid or minimize any such failure.

6
7 183. If the DOJ and the City agree or the Court determines that delay in meeting any
8 schedule or obligation in this Agreement has been caused by unforeseen circumstances then,
9 subject to the provisions of paragraph 182, the time for performance shall be extended for a period
10 up to that equal to such delay.

11
12 184. The following shall be the implementation of paragraph 8:

13
14 a. As part of any meet and confer or consulting process demanded by an
15 employee bargaining unit (as described in paragraph 8), the City shall discuss and
16 seek to resolve with such bargaining unit any disputes or uncertainties regarding
17 which provisions are subject to such process. The City will identify and provide to
18 such bargaining unit, with a copy to the DOJ, the provisions of this Agreement that
19 it believes are subject to the process being demanded. The City shall report to the
20 Court and the DOJ on the results of any such discussion on this question within 30
21 days of the date the Complaint in this action is filed. In the event that the City and
22 such bargaining unit are unable to resolve the list of the provisions of the
23 Agreement that are subject to that process, the City shall seek declaratory relief
24 from this Court to resolve such issue, provided that such bargaining unit shall
25 receive notice and an opportunity to be heard by the Court on this issue.

1 b. Following the resolution of any dispute or uncertainty regarding the issues
2 subject to a demanded process, the City shall continue with that process and shall
3 report to the Court and DOJ on the progress every 30 days, and (i) shall attach
4 proposed agreements with the applicable bargaining unit relating to provisions of
5 this Agreement as they are resolved or unilateral actions (as defined by subpart (f)
6 of this paragraph) by the City arising from the meet and confer process as they are
7 determined and (ii) shall identify provisions identified pursuant to subpart (a) of
8 this paragraph that are scheduled for implementation within 45 days. With regard
9 to a matter that is not a subject of mandatory bargaining, the City shall not propose
10 or enter into any such agreement with a bargaining unit that will adversely affect
11 the City's timely implementation of this Agreement. With regard to all such
12 agreements with a bargaining unit and all such unilateral actions, the City shall not
13 make them effective before the expiration of 45 days after such proposed
14 agreement or unilateral action is reported to the Court and DOJ. The time for
15 implementation of any provisions of this Agreement affected by such agreement
16 with a bargaining unit concerning a mandatory subject of bargaining or such
17 unilateral action shall be extended for such 45-day period. Upon receipt by DOJ of
18 any such proposed agreement or unilateral action, the parties shall consult to
19 determine whether, and if so to what extent, such proposed agreement or unilateral
20 action would adversely affect the City's ability timely to implement any
21 provision(s) of this Agreement. If the parties determine that implementation of
22 such proposed agreement or unilateral action would not significantly impact the
23 City's ability to implement the affected provision(s) of this Agreement, DOJ shall
24 waive some or all of such 45-day period, and the City shall initiate such
25 implementation. If such determination is not made, the parties shall discuss
26 appropriate clarifications or modifications to this Agreement. Where the parties

1 believe that a modification of this Agreement is appropriate, they shall present
2 such modification to the Court for its consideration pursuant to paragraph 180, and
3 the implementation date for the affected provision(s) of this Agreement shall be
4 extended while the matter is before the Court unless the Court orders earlier
5 implementation. Any motion concerning a proposed bargaining agreement or
6 unilateral action shall be brought during the 45-day period and shall not be
7 governed by the notice requirements of paragraph 186.

8
9 c. In the event that the City believes the meet and confer process,
10 consultation, or any such proposed agreements with the applicable bargaining units
11 or such proposed unilateral actions, resulting from the meet and confer process,
12 will impair the City's ability timely to implement one or more provisions of this
13 Agreement, and the DOJ and the City are unable to agree on an appropriate
14 resolution, then the City shall so report to the Court and shall seek appropriate
15 declaratory or injunctive relief (including specific performance) on such
16 provision(s). The DOJ also may seek relief from the Court in the event that DOJ
17 believes the meet and confer process, consultation, or any such proposed
18 agreements with the applicable bargaining units or such proposed unilateral actions
19 will impair the City's ability timely to implement one or more provisions of this
20 Agreement, and the DOJ and the City are unable to agree on an appropriate
21 resolution. Any such motion shall demonstrate how the City would be so
22 impaired.

23
24 d. In ruling on a motion under this paragraph, paragraph 8, or in regard to any
25 meet and confer issue identified pursuant to subpart (a) of this paragraph, the Court
26 shall consider, *inter alia*, whether the City's proposed agreements with the

1 applicable bargaining units or proposed unilateral actions that address provision(s)
2 of this Agreement are consistent with the objectives underlying such provision(s)
3 and whether the City has satisfied its labor relations obligations under state and
4 local law. On any such motion, if the City has engaged in good faith efforts
5 (including consideration of the manner in which the City carried out any applicable
6 meet and confer or consulting obligations) to be able to implement this Agreement
7 in a timely manner, the City (i) shall not be in contempt or liable for any other
8 penalties, and (ii) may be potentially held in breach for such provision(s) only for
9 the limited purpose of the issuance of declaratory or injunctive remedies (including
10 specific performance), but may not be regarded as in breach for any other purpose.
11

12 e. In the event that DOJ believes the meet and confer process, consultation, or
13 any such proposed agreements with the applicable bargaining units or unilateral
14 actions resulting from the meet and confer process, will impair the City's ability to
15 implement one or more material provision of this Agreement, the DOJ may
16 alternatively file a motion seeking to dissolve this Agreement, which motion shall
17 be granted if the Court finds that the meet and confer process, consultation, or such
18 proposed bargaining agreements with the applicable bargaining units or such
19 proposed unilateral actions will preclude meaningful implementation of one or
20 more material provisions of this Agreement as contemplated on the date the DOJ's
21 Complaint was filed. Should the Court grant a motion by the DOJ to dissolve this
22 Agreement, the DOJ may commence litigation in this case to seek relief based on
23 its Complaint.
24

25 f. The term "unilateral action" shall mean an action taken by the City as
26 management at the conclusion of the meet and confer process on a mandatory
27

1 subject of bargaining to implement its last, best, and final offer where (i)
2 agreement could not be reached in the negotiations, (ii) any required impasse
3 resolution procedure has been followed, and (iii) management has decided to make
4 a unilateral implementation at the point of ultimate impasse.
5

6 185. If there is a significant change in a state law that impairs or impedes the City's
7 ability to implement this Agreement then each of the parties reserve the right to seek declaratory
8 or other relief from the Court regarding implementation of the affected provisions of this
9 Agreement in light of the change in state law.
10

11 186. Before the DOJ pursues any remedy with the Court based upon the City's,
12 Department's or LAPD's failure to fulfill an obligation under this Agreement, DOJ shall give
13 written notice of such failure to the City. Except as set forth below, the City shall have 45 days
14 from receipt of such notice to cure or cause the cure of such default. If such default continues
15 beyond 45 days following notice of default, DOJ may, upon three days notice to the City
16 (excluding weekends, federal or state holidays), at its election seek a remedy from the Court.
17 Provided, however, that the City shall have only seven days, excluding weekends, federal or state
18 holidays, to cure or cause the cure of any failure to fulfill an obligation that relates to the
19 provisions of this Agreement regarding access to City or Department staff, facilities, or
20 documents, or copies of such documents. If such default continues beyond the seven-day period
21 following notice of default, DOJ may, at its election, immediately seek a remedy from the Court.
22 The notice to be given under this paragraph shall be given by DOJ to the City Attorney on behalf
23 of the City and the City Attorney shall provide copies to the Chief Legislative Analyst and the
24 Chief of Staff to the Mayor.
25

26 187. The parties agree to defend the provisions of this Agreement. The parties shall
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1 notify each other of any court or administrative challenge to this Agreement. In the event any
2 provision of this Agreement is challenged in any local or state court, removal to a federal court
3 shall be sought by the parties.

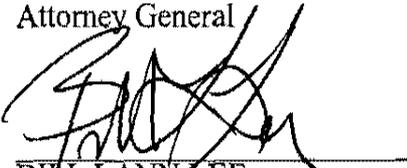
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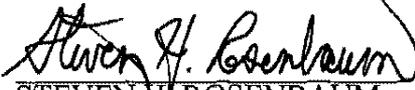
1 The Parties consent and seek entry of this Agreement as an Order of this Court:

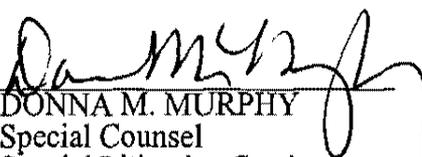
2 FOR THE PLAINTIFF, THE UNITED STATES OF AMERICA:

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ALEJANDRO MAYORKAS
United States Attorney

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Attorney General

BILL LANN LEE
Assistant Attorney General
Civil Rights Division

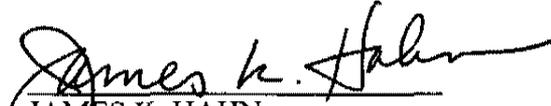

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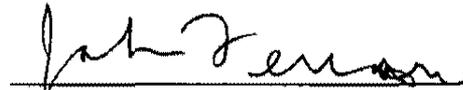

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202/307-6264

1 FOR THE DEFENDANTS, CITY OF LOS ANGELES, CALIFORNIA, BOARD OF POLICE
2 COMMISSIONERS OF THE CITY OF LOS ANGELES, AND THE LOS ANGELES POLICE
3 DEPARTMENT:

4
5 APPROVED AS TO FORM
6 AND LEGALITY

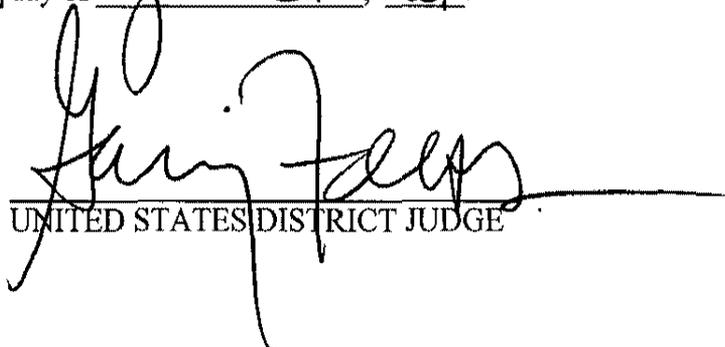
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8 
9 JAMES K. HAHN
10 City Attorney

11
12 
13 RICHARD RIORDAN
14 Mayor

15
16 
17 JOHN FERRARO
18 President of City Council

19
20 
21 GERALD CHALEFF
22 President of Los Angeles Board of Police Commissioners

23 SO ORDERED this 15th day of June, 2001.

24
25 
26 UNITED STATES DISTRICT JUDGE
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