

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA,
THE ANTIOCH POLICE DEPARTMENT, AND THE CITY OF ANTIOCH**

I. BACKGROUND

- A. **Parties.** This Agreement is entered into by the United States Department of Justice (DOJ), the City of Antioch, California (City), and the Antioch Police Department (APD) (collectively, the Parties) to resolve DOJ investigation # 171-11-44.
- B. **Investigation.** In April 2023, the DOJ received information released by the Contra Costa County District Attorney's Office that revealed text messages exchanged by APD officers containing racist and sexist slurs and other discriminatory content and discussing possible civil rights violations. In June 2023, the DOJ's Civil Rights Division and the U.S. Attorney's Office for the Northern District of California (collectively, the United States) initiated an investigation of the APD under Title VI of the Civil Rights Act of 1964, 42 U.S.C §§ 2000d to 2000d-7, and its implementing regulations, 28 C.F.R. Part 42, Subpart C (collectively, Title VI), as well as the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act, 34 U.S.C. § 10228(c)(1), and its implementing regulations, 28 C.F.R. Part 42, Subpart D (collectively, Safe Streets Act).
- C. **Jurisdiction.** Title VI prohibits law enforcement agencies and other entities that receive federal financial assistance from conducting their programs or activities in a manner that discriminates on the basis of race, color, or national origin. In addition, the Safe Streets Act prohibits discrimination on the basis of race, color, national origin, sex, or religion by law enforcement agencies that receive funds from DOJ. APD is a recipient of federal financial assistance from the Department of Justice's Office of Justice Programs and the Money Laundering and Asset Forfeiture Section of the Criminal Division. APD is therefore subject to the provisions of Title VI and the Safe Streets Act.
- D. **Voluntary Compliance.** The United States acknowledges APD and the City for demonstrating a good faith commitment to voluntary compliance during the negotiation and settlement process.
- E. **Agreement.** The Parties enter into this Agreement (Agreement) as part of a joint commitment to ensuring that APD provides police services in Antioch in a manner that complies with Title VI and the Safe Streets Act.
- F. This Agreement acknowledges that in accordance with California Government Code Section 38630, the Chief of Police retains full authority and responsibility for overseeing and managing the police department. This includes the sole authority to direct operations, manage personnel, and make decisions regarding discipline and promotions. Nothing in this Agreement will interfere with or diminish the Chief's legal authority in these matters.

- G. The Parties have a shared recognition that the ability of a police department to protect the community it serves is promoted through strong relationships with the community. Public safety, lawful and nondiscriminatory policing, and the community's trust in its police force are thus interdependent. The full and sustained implementation of this Agreement is intended to protect the rights of all members of the community, ensure the safety and security of all people in the City of Antioch, and ensure public confidence in APD.
- H. In furtherance of these goals, the City and APD agree that APD will, as needed, modify certain policies, training, and practices to comply with the terms of this Agreement.

II. DEFINITIONS

- A. "APD" means the Antioch Police Department and its agents, officers, employees, supervisors, and members (both sworn and unsworn).
- B. "APOC" means the Antioch Police Oversight Commission.
- C. "Complainant" means any person, including an APD officer or employee, who makes a complaint against APD or an officer or employee of APD.
- D. "City" means Antioch, CA, including its agents, officers, and employees.
- E. "Demographic" means a population's race, color, ethnicity, or national origin.
- F. "Discipline" or "disciplinary action" means a personnel action for violation of an established law, regulation, rule, order, directive, or APD policy, rule, or procedure, including, but not limited to, a verbal reprimand, written reprimand, suspension, demotion, or dismissal.
- G. "Discriminatory policing" means selective enforcement or non-enforcement of the law, including selecting or rejecting particular policing tactics or strategies based on protected characteristics, such as race, color, national origin, religion, and sex (including gender identity and sexual orientation). Discriminatory policing does not include using race, ethnicity, or any other status in any reliable and recent suspect-specific description.
- H. "Effective Date" is the date of the last signature on the Agreement. This Agreement is not retroactive and does not apply to events occurring prior to the Effective Date.
- I. "Field Training Officer" or "FTO" means an experienced police officer who provides on-the-job training and supervision of probationary police officers during the Field Training and Evaluation Program, while also serving as a patrol officer.
- J. "IAB" means the Internal Affairs Bureau, the APD unit charged with conducting investigations of police misconduct committed by APD officers, contractors, and employees. This includes outside investigators,

such as contract investigators, to whom internal affairs investigations are outsourced.

- K. "IADLEST" refers to the International Association of Directors of Law Enforcement Standards and Training.
- L. "Implement" or "Implementation" means the development or putting into place of a policy or procedure, including the appropriate training of all relevant Personnel, and the consistent and verified performance of that policy or procedure in actual practice.
- M. "Personnel," when referring to APD employees, refers to both sworn and non-sworn individuals.
- N. "Policies, Rules, and Procedures" means written policies, procedures, regulations, general orders, or directives, regardless of the name of the policy, procedure, regulation, general order, or directive, describing the duties, functions, and obligations of APD officers and/or employees, and providing specific direction in how to fulfill those duties, functions, or obligations.
- O. "Protected Characteristics" for the purposes of this Agreement includes race, color, national origin, religion and sex (including gender identity and sexual orientation).
- P. "Supervisor" means Police Chief, Deputy Police Chiefs, and sworn APD employees at the rank of Sergeant or above.
- Q. "Training" means education and instruction that comports with best practices and may include, but is not limited to, adult-learning methods that incorporate role-playing scenarios and interactive exercises, distance learning, traditional lecture formats, and computer assisted learning and evaluation. Training will also include testing and/or assessment methods that indicate that the officer comprehends the material taught.
- R. "Use of force" means physical effort to compel compliance from an unwilling subject beyond unresisted handcuffing, including pointing or brandishing a firearm or other weapon. Use of force shall be deemed reportable where it exceeds: (1) hand control; or (2) escort techniques applied for the purposes of handcuffing. However, an exception to reporting use of force applies to escort techniques meeting the following three criteria: (1) the escort technique does not involve pressure point compliance tactics; (2) does not result in injury or complaint of injury; and (3) is not used to overcome resistance.
- S. "Serious Misconduct" means any conduct identified in California Code of Regulations Section 1205.

III. REQUIREMENTS

- A. **Consultant:** Within 90 days of the Effective Date, the City, the APD, and the United States will identify and mutually agree on a Consultant who is a law enforcement expert with a proven track record in civil rights and law

enforcement compliance, as well as state of California law enforcement experience and knowledge of California compliance requirements. The Consultant shall serve as the single point of contact with the United States and be retained by the APD at the City's expense. The total annual cost of the consulting engagement shall not exceed \$250,000 per year. The Consultant will be responsible for the following functions, among others set forth in this Agreement:

1. providing technical assistance and recommendations to the Chief of Police and APD, the City Manager, the City Attorney, and APOC on implementation of this Agreement;
2. developing an implementation schedule;
3. reviewing and reporting on the APD's progress in meeting the terms of this Agreement to the United States;
4. coordinating compliance and implementation activities;
5. facilitating access by the United States to APD personnel, data, documents and materials;
6. maintaining data, documents, and records, as provided for in this Agreement;
7. assigning implementation and compliance-related tasks to APD personnel, as directed by the Police Chief and/or his/her designee;
8. providing an in-person report to the Antioch City Council at regularly scheduled City Council meetings at least once every 180 days; and
9. assisting with all other aspects of compliance with this Agreement.

B. Non-Discriminatory Policing

1. APD will ensure that police services are delivered in a manner that is fair, respectful, free from unlawful discrimination, and that promotes broad community engagement and confidence in APD. In conducting its activities, APD will ensure that members of the public receive equal protection under the law, without discriminatory policing, and in accordance with the rights, privileges, and immunities secured or protected by the Constitution and laws of the United States. As part of this requirement, APD agrees to the following terms, among others:
2. **Prohibition against selective enforcement and non-enforcement:** APD Personnel will not engage in selective enforcement or non-enforcement of the law based, even in part, on protected characteristics.
3. **Policy, directives, and training:** APD and the City agree to provide clear policy, training, and supervisory direction to APD staff on prohibited conduct, including selective enforcement or non-enforcement

of the law, the selection or rejection of particular tactics and strategies based upon stereotypes or bias, the duty to intervene when policies are not followed, and other relevant topics. These policies, training and supervisory direction shall take into account the influences of bias on officer enforcement decisions, use of force, and other police activity. APD agrees to the following specific steps:

- a. **Update of rules, procedures, and policies:** Within 180 days of retaining the Consultant (see paragraph III.A), APD, in consultation with the APOC and the Retained Consultant, will identify and review all rules, procedures and policies pertaining to non-discriminatory policing and related areas, and develop recommendations for updates. Recommended updates will be submitted to the United States for review and approval within the timeframe set forth in this paragraph.
- b. **Issuance of directives:** Within 180 days of the United States' approval of its updated policies, APD, in consultation with the APOC and Retained Consultant, will issue directives to all Personnel pertaining to the updated policies. The format and delivery mechanism for this directive is subject to the approval of the United States.
- c. **Regular and recurring interactive training:** Within 180 days of the United States' approval of its updated policies, APD, in consultation with the APOC and the Retained Consultant will deliver interactive, IADLEST certified non-discriminatory policing training. APD may recycle its previously utilized "Procedural Justice" training to fulfill this training requirement in whole or in part, so long as all the required topics are covered. APD will require Personnel to engage in active participation to receive credit. New hires must receive anti-discrimination training within the first 180 days of employment and veteran Personnel must be re-trained every two years regardless of rank. Training should take at least 16 hours and should cover, among other topics:
 - i. Title VI, the Safe Streets Act, and constitutional and other legal and policy requirements;
 - ii. racial profiling;
 - iii. types of bias;
 - iv. selective enforcement and non-enforcement based on protected characteristics;

- v. identification of key decision points where prohibited discrimination can occur, both at incident and strategic planning levels;
 - vi. proper use of force decision-making, including de-escalation methodologies and identification of situations when force may be unnecessary;
 - vii. the importance of ethical decision-making, duty to intervene, and related concepts that foster community trust;
 - viii. police and community perspectives related to discriminatory policing;
 - ix. the connection between nondiscrimination and effective policing;
 - x. methods, strategies and techniques to reduce misunderstanding and complaints due to perceived bias and to promote effective nondiscriminatory policing; sexual harassment;
 - xi. language access for individuals who are limited English proficient and related topics; and
 - xii. cultural sensitivity.
- d. **Interim training:** Given APD's reduced staffing levels at the time of this Agreement and lack of capacity for multi-day training until fully staffed, APD will deploy an interim non-discriminatory policing training through a virtual platform within 180 days of the Effective Date of this Agreement. This virtual training will be interactive, cover the topics set forth in III.A.3.C.i-x above, and be no less than two hours in duration. The training will be mandated annually until such time as the permanent training is rolled out. The training shall be selected and/or developed in consultation with the APOC and Retained Consultant and submitted to the United States for review and approval within 90 days of the Effective Date of this Agreement.
4. **APOC:** For the duration of this Agreement, the City will ensure that at least five members of the seven-member APOC serve for continuous two-year periods to enable skills building, continuity, and progress towards fulfillment of the reforms set forth in this Agreement. The City will ensure that the APOC has the resources, training, and capacity to fulfill each of its responsibilities as set forth in this Agreement. The City will work with appropriate organizations in the field of police oversight, such as the National Association for Civilian Oversight of Law Enforcement ("NACOLE") and civilian oversight bodies in other

jurisdictions, to develop and implement a plan for training all APOC members. The APOC training plan will be developed in consultation with the City Manager's Office, Antioch City Attorney's Office and Retained Consultant, be consistent with best practices, and be subject to the United States' approval. Nothing in this Agreement shall be construed as granting any additional authority or access to APOC beyond what has been granted by City Ordinance or other Antioch City Council action.

5. **Violations of non-discrimination policies:** If APD at any point identifies indicia of its personnel engaging in unlawfully discriminatory conduct, it will take immediate corrective action as necessary to ensure that the enforcement initiative, program, activity, or service in question is not further applied or administered in a manner that unlawfully discriminates against individuals. However, where APD Personnel are on the lookout for, or seeking to stop, detain, apprehend, find, render assistance to, or rescue one or more specific persons based on a specific description that includes, in part, race, color, national origin, religious markers, or gender, APD officers may rely in part on such characteristic(s) in taking appropriate action.
- C. **Hiring and Promotions:** Transforming APD into a law enforcement agency that has the confidence of the entire Antioch community and that consistently polices effectively and in compliance with antidiscrimination requirements requires that the City retain a highly qualified workforce. Highly qualified officers are those who have respect for and knowledge of law; have a keen sense of integrity and ethics; are skilled communicators and problem-solvers; are slow to lose their temper; and have a service mentality alongside courage, initiative, common sense, humility and civility. Given recent events, many potential law enforcement officers may not recognize the opportunity that working at the APD provides. The City and APD therefore must undertake greater efforts than would many municipalities and police departments to attract and retain a highly qualified workforce. The recruitment requirements set out below are intended to continue to ensure these efforts:
1. **Hiring Recruitment Plan:** Within 180 days of retaining the Consultant, APD and the City agree to develop, in collaboration with the Retained Consultant, a written Recruitment Plan that includes clear objectives and action steps for attracting and retaining a highly qualified workforce with the attributes described in paragraph C above. The plan will be consistent with best practices, and subject to the approval of the United States. APD will implement the Recruitment Plan within 60 days of the United States' approval. The Chief of Police will articulate the requirements of the plan to rank and file officers. The City Manager and APD will review the plan annually and propose revisions, in consultation with the City Attorney, Retained Consultant, and the APOC.

2. **Required background reviews:** Within 180 days of retaining the Consultant, APD and the City, in consultation with the Retained Consultant, will review APD's current background investigation and screening information procedures to ensure that they are job related and consistent with best practices, and will submit such procedures together with any proposed modifications to the United States for its review and approval. Investigation and screening information will be documented and maintained with the candidate's application and/or promotion file, and will include at a minimum:
 - a. Background investigation mechanisms designed to minimize potential for nepotism and bias against candidates on the basis of race, color, religion, sex and national origin while addressing APD's legitimate business needs;
 - b. For candidates who receive a conditional offer, a full psychological screening by an appropriately qualified and trained psychiatrist or psychologist with demonstrated competence in evaluating risk of bias among officer candidates;
 - c. A polygraph or other comparable test of candidates who are selected for conditional offers;
 - d. A review of previous employment, including personnel files;
 - e. A review of history relevant to use of force, including requesting a candidate's history of using lethal and less lethal force, use-of-force training records, and complaint history if a candidate has previous law enforcement experience;
 - f. A review of the license status and any known disciplinary history of potential hires by contacting the California Commission on Peace Officers Standards and Training before receiving an offer of employment;
 - g. Checks of National Decertification Index (NDI) administered by IADLEST;
 - h. A review of lawsuits in which candidates have been named as defendants and the outcome of such actions; and
 - i. Use of validated pre-employment screening mechanisms that are job-related and consistent with business necessity to ensure temperament and skill-set suitability for policing.
3. **Promotions:** Within 240 days of the Effective Date, APD and the City agree to review, in collaboration with the Retained Consultant, APD's promotional systems to ensure that they comport with best practices.

This process will require APD to establish clear criteria that prioritize effective, nondiscriminatory, and community-oriented policing as factors in promotion. Additionally, APD agrees to develop and use specific criteria regarding the impact of findings of misconduct on promotional eligibility, including eligibility to serve as FTO. APD will stay any decision on promotional eligibility of officers with a pending investigation for serious misconduct or those subject to disciplinary action for serious misconduct until such time as the investigative and/or disciplinary process is complete. Upon completion of the process, APD shall make a case-by-case determination on promotional eligibility. Factors to be considered in making promotional decisions will include, but not be limited to:

- a. Demonstrated integrity and ethical decision-making;
 - b. Demonstrated commitment to community engagement, and effective use of community-policing and neighborhood problem-solving strategies;
 - c. Demonstrated commitment to non-discriminatory policing;
 - d. Effective use of de-escalation and crisis management techniques;
 - e. Number and circumstances of uses of force, including any found out-of-policy;
 - f. Disciplinary and complaint history;
 - g. Communication and interpersonal skills;
 - h. Education;
 - i. Creative and innovative work;
 - j. Whether the officer has served as a Field Training Officer, or in another capacity as a trainer within APD;
 - k. The quality and accuracy of officer reports, search warrants, and supportive affidavits or declarations;
 - l. Demonstrated recognition that success of officer activity is reflected by crime prevention and investigation, increased community trust, and public safety; and
 - m. Preference for assignments and promotion for supervisors who conduct high-quality review and supervision.
4. **Disqualifying criteria for individuals engaged in hiring/promotions process:** APD must ensure that any individual who participates in the APD hiring and/or promotions process is not subject to any disqualifying criteria that would require recusal from participation. Disqualifying criteria include, but are not limited to, conflicts of interest

such as a personal connection with any candidate that casts doubt on the objectivity of the participating individual(s), as well as prior disciplinary action while employed as a member of APD; participation in the review of complaints or complaint investigations, or as a witness in complaint investigations involving candidate(s) under consideration. All disqualifying criteria, including any concerns not listed herein but of a potentially disqualifying nature, must be disclosed to the other individuals participating in the process. If an individual who participates in the APD hiring and/or promotions process is subject to a pending investigation or disciplinary action, APD must ensure that any investigation or disciplinary action is completed prior to permitting the individual's participation in the hiring and/or promotions process.

5. **Annual review of background investigation, screening, and promotional systems:** Beginning in 2025 and annually thereafter, APD and the City, in consultation with the Retained Consultant, will review APD's background investigations, screening, and promotional mechanisms for unlawful discrimination on the basis of race, color, religion, sex, and national origin, and present their findings to the United States, along with proposed remedial measures if discrimination is identified. The proposed findings and any remedial measures are subject to the approval of the United States.

D. **Data Collection**

1. **Review of data collection and analysis protocols:** APD and the City agree to assess, and if necessary, improve the accuracy and reliability of APD's current processes for collecting and analyzing demographic data when conducting enforcement. Within 180 days of the Effective Date of this Agreement, APD will develop protocols for collecting and analyzing such data, which will set forth additional data to be collected and analyzed and improve the accuracy and reliability of data collection methods. APD will submit its draft data collection protocols to the United States for review and approval prior to implementation. Such protocols will be consistent with the data collection requirements set forth below.
2. **Data collection requirements:**
 - a. All stops (as defined under California Government Code 12525.5 G(2)) involving persons detained and/or searched by APD police will be documented, and APD personnel will collect detailed information, including race, national origin/ethnicity, and gender of involved individuals and the date, time, and location of the detention and/or search, to the extent that information is available.
 - b. All K-9 deployments resulting in a dog bite will be documented, and APD personnel will collect detailed

information, including race, national origin/ethnicity, and gender of involved individuals and the date, time, and location of the deployment, to the extent that information is available.

- c. All calls for service will be documented with the date, time, and location of the call, the date, time, and location of APD's response to the call, and detailed information about the race, national origin/ethnicity, and gender of the complaining party/parties to the extent this information is available.
- d. All calls for service referencing mental health crises, 5150, or related requests will be documented with the date, time, and location of the call, whether an APD officer responded, and detailed information about the race, national origin/ethnicity, and gender of involved individuals to the extent this information is available.
- e. All uses of force, whether lethal or non-lethal, will be documented and reported, and APD personnel will collect detailed information, including race, national origin/ethnicity, and gender of involved individuals and the date, time, and location of the use of force.
- f. Documentation may be transmitted via written log, radio to dispatch, computer or other methods, but must ultimately be entered in written form in a searchable database accessible to APD leadership, DOJ, and the Retained Consultant to facilitate review and analysis.
- g. APD, together with the Retained Consultant, shall conduct data analysis of any disparities in race, national origin/ethnicity, and gender in investigatory stops, K-9 deployments, uses of force, mental health crises, and service call response times at least quarterly to aid in detecting patterns of disparate policing based on prohibited characteristics. Results of this data analysis will be included in the Compliance Reports described below in part IV.B.2. This data analysis may not be used for discipline or to limit legitimate enforcement activity.
- h. All data collected under this paragraph will be secured to ensure protection of personal identifiable information and compliance with any applicable privacy protections.

E. Complaints and Misconduct

1. Reporting misconduct

- a. APD policy will require that all members have the duty to report allegations of discriminatory policing, use of force, conduct unbecoming, and related concerns to a supervisor or to the IAB. Failure to report or document allegations of misconduct will be grounds for disciplinary action.
- b. APD will maintain an electronic, backed up, and searchable tracking system for all complaints. Entries will not be subject to modification or deletion, unless directed by the Chief of Police and/or their designated command staff.
- c. APD policy will ensure that all complaints are investigated even if the complainant does not submit the complaint on an actual APD complaint form.
- d. APD policy will explicitly permit parties other than victims to file complaints, including with the IAB, with any officer, or at an APD facility.

2. Investigations of alleged misconduct

- a. APD policy will ensure that all allegations of officer misconduct relating to discriminatory policing, use of force, and conduct unbecoming, regardless of the manner in which reported, will be forwarded to the Chief of Police no later than 72 hours from receipt.
- b. Within 180 days of the Effective Date, APD will review the staffing of IAB and ensure that individuals currently serving on or who are selected for IAB possess no conflicts of interest and do not hold a leadership position with the Antioch Police Officers Association. IAB investigators must also possess excellent investigative skills, a reputation for integrity, the ability to write clear reports, and the ability to be fair and objective. Supervisors with a history of complaints involving a sustained complaint of or who have been disciplined for excessive use of force, sexual harassment, discrimination, or dishonesty will be presumptively ineligible for assignment to IAB. IAB will be classified under APD's new Compliance and Professional Standards Division discussed in paragraph IV.B.1 below.
- c. APD, together with the Retained Consultant and the Antioch City Attorney's Office, and the City Manager's Office, shall develop and memorialize investigatory procedural requirements, including the type of evidence to be collected, and procedures for interviews with complainants, involved officers, witnesses, and supervisors. Interviews should be recorded or memorialized with detailed written notes if the interviewee or their counsel objects to a recording. A written

statement from an officer in lieu of an interview is not acceptable.

- i. The final report will be prepared following receipt of the investigation file that describes the alleged conduct, any other related misconduct identified, a summary of all evidence gathered during the investigation (including an explanation for the absence of any evidence), and documentation of all credibility determinations. The due date for the final report will comply with California Government Code § 3304(d) and may be tolled for additional days where an investigation is not yet complete despite reasonable efforts due to factors such as witness unavailability, difficulty in obtaining necessary evidence, noncooperation of key parties, or other legally justifiable factors beyond the investigator's control.
 - ii. The Chief of Police shall review the final report, note and explain any agreement or disagreement, and explain the rationale for any different conclusion, with express findings and a disposition. If the final report identifies serious misconduct, the Chief of Police will consult with the City Manager and City Attorney. Any settlement must be documented and explained.
 - iii. The complainant must be informed, in writing, within two weeks of the Chief's review. Written notification to the complainant will include a narrative description of the disposition of the complaint, whether it resulted in any corrective action or modifications to the PD's training programs, and any reasons for determining that the complaint was unsustainable. Nothing in this subsection shall be construed to require the disclosure of information that is not disclosable pursuant to applicable local, state, or federal law.
- d. Supervisors who fail to adequately investigate or respond to unreasonable use of force shall also be held accountable pursuant to disciplinary procedures.
 - e. Complaints of a sensitive nature, including use of force and discriminatory policing, may be assigned to an outside investigator to avoid concerns related to conflict of interest or unfairness.

- f. APD will ensure that each completed IAB investigation of excessive use of force or discriminatory policing, whether conducted in house by IAB or by an outside contractor, is reviewed by the City Manager and the Antioch City Attorney and made available to the Consultant. APD shall provide APOC with an annual report of IAB investigation findings, which indicates the type and quantity of sustained, not sustained, exonerated, or unfounded findings.
- g. Allegations of discriminatory policing and use of force that are sustained by a preponderance of the evidence will result in disciplinary process and be referred for POST decertification pursuant to the Kenneth Ross Jr. Police Decertification Act of 2021, and possible criminal prosecution.
- h. Any officer who has been found by a preponderance of the evidence to have engaged in any of the conduct listed below shall be subject to disciplinary process and presumptively ineligible to serve as an FTO for a minimum period of two years:
 - i. intentional discrimination on the basis of race, color, national origin (including ethnicity), gender, or religion;
 - ii. an improper use (or threat) of force based on any above prohibited factors or for any reason outside of policy;
 - iii. an improper search, seizure, or arrest based on any of the above prohibited factors or for any reason outside of policy;
 - iv. failure to intervene;
 - v. failure to report; or
 - vi. an intentional failure to follow documentation requirements or an intentional provision of false information.

3. Analysis of misconduct complaints

- a. APD will maintain an electronic tracking system for all misconduct allegations relating to discriminatory policing and excessive use of force, consistent with III.E.1.b, above.
- b. APD will maintain protocols to analyze and address trends in complaints relating to use of force and discriminatory

policing, including demographic data relating to where in APD's jurisdiction the allegations are arising.

- c. APD will send a copy of complaints alleging discriminatory policing and use of force, and documentation of the resulting investigation, to the United States within ten business days of the completion of the investigation.
- d. Beginning 180 days after the Effective Date and every 180 days thereafter throughout the pendency of this Agreement, APD will provide to the United States a report reflecting civilian complaints, including those set forth in III.E.3.c, above. The report will note the disposition of each complaint, if any, the geographic area in which the alleged discrimination occurred, the demographic category involved, and what measures, if any, APD has taken and plans to take in response to each complaint.

F. Language Access Plan

1. To enable APD to police effectively and to ensure compliance with its obligations to avoid discrimination against individuals based on their race, color, or national origin, including their ability to speak English, APD must be able to communicate with the entire Antioch community, including individuals with limited English proficiency (LEP). To this end, APD will develop a Language Access Plan within 180 days of the Effective Date in consultation with the United States, which will include the following elements:
 - a. A procedure to identify individuals with LEP and the language needs of the Antioch community;
 - b. Language skill assessment procedures to effectively identify and qualify bilingual APD personnel;
 - c. Operational guidelines and procedures for use of language assistance services, including interpretation, translation, and in-language communications by bilingual personnel;
 - d. Procedural guidelines for interactions with individuals with LEP, including witnesses and suspects; and
 - e. Procedures and a timeline to develop translated forms, notices, and online content.
2. The Language Access Plan is subject to approval by the United States. Once the Language Access Plan is finalized, it will be made publicly available on APD's website. On an annual basis for the duration of this Agreement, APD will assess the Language Access Plan and revise it as needed to adapt to changing language needs and ensure meaningful access for individuals with LEP.

G. Community Engagement

1. **Community Engagement Plan:** APD is committed to maintaining robust community relationships in all of its policing operations, and engaging constructively with the community to ensure collaborative problem-solving, ethical and non-discriminatory policing, and community confidence in APD. To this end, APD will develop a Community Engagement Plan within 180 days of the Effective Date in consultation with the APOC and DOJ's Community Relations Service (CRS) and informed by CRS-facilitated community meeting, mediation, training, and facilitated dialogue. APD will submit the Plan to the United States for review and approval. The Community Engagement Plan will include:
 - a. Concrete steps to constructively engage with the community to ensure collaborative problem-solving and non-discriminatory policing, as well as to increase transparency and community confidence.
 - b. Community outreach procedures, in consultation with the APOC, to improve transparency and educate the public regarding the duties and responsibilities of police officers, the dangers of the job, practices designed to promote officer safety (but which might be misunderstood by the public), and other issues involving investigatory stops, arrests, searches and seizures, and processes for community members to acknowledge the good work of an officer or to file a complaint. The outreach plan will also be designed to ensure timely and meaningful access to police services, including complaint processes, to members of the community who are limited English proficient.
 - c. A social media and digital media initiative to provide community members with information that includes emergency alerts, safety tips, and other public safety information. APD will ensure that messages that are broadcast in English are also provided in Spanish, and, to the extent practicable, any other non-English language commonly spoken by community members, consistent with the requirements of Title VI, the Safe Streets Act, and the Language Access Plan referenced in III.F, above.
 - d. Public data reporting semiannually, to include statistical and summary information on personnel complaint data and investigations, enforcement activities, and commendations received by officers.
2. **Community Liaison Officer**
 - a. Within two years of the Effective Date of this Agreement,

the APD will ensure the creation of a position for one Community Liaison Officer. APD will prioritize selection and assignment of a Community Liaison Officer who is sworn and qualified pursuant to the Language Access Plan as bilingual in both English and a second language commonly spoken in the community, if applicable. The Community Liaison Officer will have training in the nature and scope of federal and state civil rights laws as applied to law enforcement activity.

- b. APD will ensure that the contact information and duty hours of the Community Liaison Officer are publicly available on its website. Community Liaison Officer hours of availability for contact with the public will be during normal business hours.
- c. The Community Liaison Officer's duties will include the following:
 - i. Arranging quarterly meetings of community residents at a public location in each of the City's districts to discuss issues and concerns. The meeting will be attended by the Community Liaison Officer, at least one senior APD command staff member, and at least one patrol officer responsible for patrolling in the district as well as the City Manager. In addition, the Community Liaison Officer will work with peripheral support groups such as the Antioch Police Department's Community Service Officers, the city's Public Safety and Community Service Department as well as the Angelo Quinto Community Response Team (AQCRT) in order to ensure the use of prevention services (such as de-escalation, mediation, conflict resolution, and social service linkage) to help streamline services such as solution-focused prevention strategies, crisis prevention trainings, and community engagement event planning for the residents of Antioch.
 - ii. The Community Liaison Officer will review, on a monthly basis, all concerns submitted to APD by members of his or her district to assess community issues. For those concerns that do not rise to the level of requiring formal action under APD policy, the Community Liaison Officer will notify the complainant that the Community Liaison Officer is available to answer the complainant's questions and respond to any further community concerns. The

Community Liaison Officer will refer complaints of police misconduct relating to discriminatory policing to the Chief of Police.

- iii. The Community Liaison Officer will meet at least once every six months with their respective supervisor. During these meetings, the Community Liaison Officer will communicate any concerns or issues that he or she has received during the previous six months, along with any other relevant information pertaining to APD's relationship City residents.
- iv. Each Community Liaison Officer will serve for a minimum of 18 months.

IV. MONITORING

A. **Compliance:** Compliance with a material requirement of this Agreement requires that the APD:

1. has incorporated the requirement into policy;
2. has trained all relevant Personnel as necessary to fulfill their responsibilities pursuant to the requirement; and
3. is carrying out the requirement in actual practice. An isolated incident of misconduct shall not necessarily establish that APD has failed to carry out any material requirement of this Agreement in actual practice.

B. Compliance Reporting

1. By July 1, 2025, APD shall create and the City shall provide a budget for a Compliance and Professional Standards Division staffed by a Captain, a Sergeant, an Officer, and a Data and Statistical Policy Analyst, and supported by a city attorney under the direction of the City Attorney. The Captain, Sergeant, and Data and Statistical Policy Analyst positions will be newly budgeted positions. The city attorney may be a new or existing position, but an additional budgeted amount equal to the FTEs assigned to support the Compliance and Professional Standards Division shall be added to the City Attorney's Office budget for attorneys. The Compliance and Professional Standards Division will collect and maintain all data and records necessary to:
 - a. document implementation of and compliance with this Agreement; and
 - b. perform ongoing quality assurance in each of the areas addressed by this Agreement.

2. Within 180 days of the Effective Date, and every 180 days thereafter until this Agreement is terminated, the APD will provide to the United States a self-assessment Compliance Report indicating whether the APD has reached one of three levels of compliance with this Agreement: Substantial Compliance, Partial Compliance, or Non-Compliance.
 - a. “Substantial Compliance” indicates that the APD has achieved compliance with most or all components of the relevant provisions of the Agreement.
 - b. “Partial Compliance” indicates that the APD has achieved compliance on some of the components of the relevant provisions of the Agreement, but significant work remains.
 - c. “Non-Compliance” indicates that the APD has not met most or all of the components of the Agreement.
 - d. In addition to the above, the Compliance Report will include:
 - i. The steps APD and the City have taken during the reporting period to implement this Agreement;
 - ii. Plans to correct any problems or lack of compliance;
 - iii. A response to any concerns raised by the United States regarding the APD’s previous Compliance Report;
 - iv. A projection of the work to be completed during the upcoming reporting period;
 - v. Any anticipated challenges or concerns related to implementation of the Agreement;
 - vi. A summary of documents relied on for statistical purposes or general data as the basis for self-assessment; and
 - vii. A copy of APD’s quarterly data analysis conducted per paragraph II.C.2.f above, and a summary of complaints and civil lawsuits alleging discrimination.
 - e. The Compliance Report may exclude assessments of the sections of the Agreement for which the United States has already determined the APD to be in substantial compliance.
 - f. Within 45 days of receipt of the APD’s Compliance Report, the United States will notify the City Manager, Chief of Police, and the City Attorney of any questions or concerns it has regarding the Report and the APD’s compliance with this Agreement. Whether APD and the City have obtained

Substantial Compliance with this Agreement is subject to the determination of the United States in the first instance, and ultimately by the Court if the parties are unable to agree. The United States will collaborate with the City Manager, the Chief of Police, and the City Attorney in revising any policies, procedures, or practices that the United States deems to be deficient.

- g. The report will be published on APD's website within five business days of its completion. APD may redact non-public portions of the quarterly data analysis and complaint summary referenced in subparagraph (d)(vii) above.

C. Access to Related Personnel, Facilities, and Materials

1. The City and APD will provide the United States with full and unrestricted access to all APD staff, facilities, and documents (including databases) necessary to carry out the duties assigned to APD by this Agreement.
2. For the purpose of implementing this Agreement, the United States may conduct compliance visits or audits as needed to determine whether the City and APD have implemented and continue to comply with the material requirements of this Agreement.
3. The United States will have access to all necessary APD staff, employees, facilities, data, and documents, including access to Agreement-related trainings, meetings, and documentation (*e.g.*, Arrest reports, Citizen Complaints, IAB investigations, and Incident reports) related to the implementation of this Agreement. The United States will provide APD with at least 15 days' notice prior to any visit. The United States will cooperate with APD in scheduling access to involved personnel, facilities, and documents in a reasonable manner that attempts to minimize interference with daily operations.
4. The United States will provide APD with at least 15 days to respond to any document request. APD will provide electronic copies of the requested documents.
5. The United States will maintain all non-public information provided by the City and APD in a confidential manner to the extent authorized by federal law. The United States shall give the City timely notification of the potential disclosure of any non-public information that allows the City to take action to protect the non-public information if it desires to do so. Non-public information includes Personally Identifiable Information (PII), which means information that can be used to distinguish or trace an individual's identity (such as their name, social security number, biometric records, etc.) alone, or when combined with other personal identifying information that is linked or linkable to a specific

individual (such as date and place of birth, mother's maiden name, etc.).

V. GENERAL TERMS

- A. Each party representative executing this Agreement certifies that they are authorized to enter into and consent to the terms of this Agreement and to legally bind their party to it. This Agreement may be executed in counterparts.
- B. This Agreement is applicable to, and binding upon, the Parties, their principals, officers, agents, employees, administrators, representatives, assignees, successors, and all legal representatives thereof.
- C. This Agreement may only be amended or modified in writing. APD may seek to modify this Agreement because of changed conditions that make performance impossible or impracticable by notifying the United States in writing and setting forth the proposed modification and the facts to support it. Until the United States agrees to the modification in writing, no modification will take effect. The United States' agreement will not be unreasonably withheld.
- D. The APD will promptly notify the United States if any term of this Agreement becomes subject to collective bargaining and will consult with the United States in a timely manner regarding the position the APD takes in any collective bargaining consultation connected with this Agreement.
- E. This Agreement resolves this Title VI and Safe Streets Act investigation and is limited to the facts and issues presented during this investigation. This Agreement neither affects APD's continuing obligation to comply with Title VI and the Safe Streets Act nor precludes the United States from taking appropriate action to evaluate APD's compliance with any laws or regulations enforced by the United States.
- F. APD acknowledges its obligation, independent of this Agreement, to ensure that all APD programs and services, and the programs and services of all entities that receive federal financial assistance from APD, comply with Title VI and the Safe Streets Act.
- G. APD will not threaten, coerce, discriminate, or take other adverse actions against any individual for the purpose of interfering with any right or privilege secured by Title VI, including because that individual has made a complaint, testified, assisted, or participated in any manner in a Title VI or Safe Streets Act investigation.
- H. This Agreement does not bar any individual from pursuing a Title VI or Safe Streets Act complaint, or any other action allowed by law, against APD.
- I. The United States may review compliance with this Agreement at any time during the term of the Agreement. If the United States believes that APD has failed to comply in a timely manner with any obligation under Title VI or this Agreement, the United States will issue APD a notice of alleged non-compliance and will provide APD a reasonable opportunity of no less than 45 days to respond. The Parties will attempt to resolve any issue in good faith, including but not limited to

a cure or corrective period of no less than 90 days. If the Parties are unable to resolve any issue, the United States may pursue any action allowed by law. Venue for any dispute or enforcement of this Agreement will be the United States District Court for the Northern District of California.

- J. Failure by the United States to enforce this entire Agreement, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of the United States' right to enforce the deadlines and provisions of this Agreement.
- K. The provisions herein constitute the entire agreement, and no other statement or promise, either written or oral, made by either Party or agents of either Party regarding the matters raised herein, that is not contained or referred to in this Agreement, will be enforceable.
- L. This Agreement shall not be construed to be inconsistent with any applicable local, state, and/or federal laws. In the event that any of the terms or obligations under this Agreement conflict with any applicable local, state, and/or federal laws, this Agreement shall not be interpreted to require the Parties to act in violation of controlling law.
- M. Should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions will not be affected. The Parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
- N. Entry into this Agreement is not an admission by APD, the City, or any officer or employee of either entity that they have engaged in any unconstitutional, illegal, or improper activities or conduct.
- O. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the City, APD, or any officer or employee thereof, for their conduct or the conduct of APD officers; accordingly, it does not alter legal standards governing any such claims by third parties, including those arising from city, state, or federal law. This Agreement does not expand, nor will it be construed to expand, access to any City, APD, or United States documents by persons or entities other than the United States, the City, and the APD, except as expressly provided by this Agreement.
- P. The City is responsible for ensuring that APD receives the necessary financial support and resources to enable APD to fulfill its obligations under this Agreement.
- Q. This Agreement is a public document that will be posted in a conspicuous location on the public website or the equivalent of each Party for the duration of the Agreement and provided to any individual who requests a copy.
- R. The term of this Agreement is five years from the date of the last signature below. This Agreement may terminate early, subject to the provisions of paragraph S below.

- S. This Agreement may terminate prior to the five-year date (“Early Termination”) if the United States determines that the APD has substantially complied with each of the provisions of the Agreement and has maintained substantial compliance for at least twelve months, no sooner than three years from the Effective Date. For the purposes of determining whether Early Termination is appropriate, in the event the United States and the APD disagree as to whether the APD has maintained substantial compliance for at least twelve months, the APD may seek relief from the United States District Court for the Northern District of California in the form of a declaration that the City and APD are in substantial compliance with this Agreement and the Agreement is terminated. The burden will be on the APD to demonstrate this level of compliance. Once the United States has determined that the City and APD are in substantial compliance with the terms of this Agreement, the United States will issue a notification letter to the APD. Thereafter, the Agreement will no longer be in effect. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to extend the term of this Agreement including the City’s obligations thereunder to more than the five (5) year term of this Agreement.

DATED: January 2, 2025

For the City of Antioch, California

Signed by: Bessie Marie Scott
BY BESSIE MARIE SCOTT
City Manager
City of Antioch
Antioch City Hall
200 H Street
Antioch, CA 94509
(925) 779-7011

For the Antioch Police Department

Signed by: Brian Addington
BY BRIAN ADDINGTON
Interim Chief of Police
Antioch Police Department
300 L Street
Antioch, CA 94509
(925) 779-6902

Approved as to Form

DocuSigned by: Thomas Lloyd Smith
BY THOMAS LLOYD SMITH
City Attorney
Antioch City Hall
200 H Street
Antioch, CA 94509
(925) 779-7015

Attest

Signed by: Melissa Rhodes
City Clerk
City of Antioch

For the United States of America

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division
U.S. Department of Justice

BY Christine Stoneman
CHRISTINE STONEMAN
Chief of Federal Coordination and
Compliance Section

COTY MONTAG
Deputy Chief

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ISMAIL RAMSEY
United States Attorney

BY Michael A. Keough
MICHAEL A. KEOUGH
Assistant United States Attorney
U.S. Attorney's Office
for the Northern District of California
1301 Clay Street
Oakland, CA
(510) 637-3721

DATED: January 2, 2025

For the City of Antioch, California

Signed by: Bessie Marie Scott
BY BESSIE MARIE SCOTT
City Manager
City of Antioch
Antioch City Hall
200 H Street
Antioch, CA 94509
(925) 779-7011

For the Antioch Police Department

Signed by: Brian Addington
BY BRIAN ADDINGTON
Interim Chief of Police
Antioch Police Department
300 L Street
Antioch, CA 94509
(925) 779-6902

Approved as to Form

DocuSigned by: Thomas Lloyd Smith
BY THOMAS LLOYD SMITH
City Attorney
Antioch City Hall
200 H Street
Antioch, CA 94509
(925) 779-7015

Attest

Signed by: Melissa Rhodes
City Clerk
City of Antioch

For the United States of America

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division
U.S. Department of Justice

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