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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.) C.A. No.
)
CITY OF LOS ANGELES, CALIFORNIA,) **CONSENT DECREE**
BOARD OF POLICE COMMISSIONERS)
OF THE CITY OF LOS ANGELES, and the)
LOS ANGELES POLICE DEPARTMENT,)
)
Defendants.)
)

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

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

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

21
22 4. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and 1345. The
23 United States is authorized to initiate this action pursuant to 42 U.S.C. § 14141. Venue is proper in the
24 Central District of California pursuant to 28 U.S.C. § 1391.

25
26 5. This Agreement resolves all claims in the United States’ Complaint filed in this case. This

1 Agreement also constitutes a full and complete settlement of any and all claims the United States may
2 have against the City defendants, and their officers, employees or agents, regarding any alleged pattern
3 or practice of conduct by Los Angeles police officers in carrying out their law enforcement
4 responsibilities, including racial discrimination, in violation of 42 U.S.C. §§ 14141, 2000d, 3789d(c) or
5 any other law under which such an action could have been brought by the United States that: (i) have
6 occurred up to and including the date the Complaint is filed, or (ii) could have been raised as of the date
7 the Complaint is filed. This paragraph does not apply to any potential employment discrimination claims
8 against the City of Los Angeles.
9

10 6. The parties enter into this Agreement to provide for the expeditious implementation of
11 remedial measures, to promote the use of the best available practices and procedures for police
12 management, and to resolve the United States' claims without resort to adversarial litigation.
13

14 7. Nothing in this Agreement is intended to alter the lawful authority of LAPD police
15 officers to use reasonable and necessary force, effect arrests and file charges, conduct searches or make
16 seizures, or otherwise fulfill their law enforcement obligations to the people of the City of Los Angeles in
17 a manner consistent with the requirements of the Constitutions and laws of the United States and the
18 State of California.
19

20 8. Nothing in this Agreement is intended to: (a) alter the existing collective bargaining
21 agreements between the City (as defined in paragraph 15) and LAPD employee bargaining units; or (b)
22 impair the collective bargaining rights of employees in those units under state and local law. The parties
23 acknowledge that as a matter of state and local law the implementation by the City of certain provisions
24 of this Agreement may require compliance with the meet and confer process or consulting process. The
25 City shall comply with any such legal requirements and shall do so with a goal of concluding any such
26 processes in a manner that will permit the City's timely implementation of this Agreement. The City shall
27
28

1 give appropriate notice of this Agreement to affected employee bargaining units to allow such processes
2 to begin as to this Agreement as filed with the Court. The City has received one demand to meet and
3 confer in regard to the proposed Agreement and will use its best efforts to have expedited that process
4 and any others that may be demanded. The City agrees to consult with the DOJ in regard to the
5 positions it takes in any meeting and conferring or consulting processes connected with this Agreement.
6

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

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

23 11. The City is responsible for providing necessary support to the Los Angeles Board of
24 Police Commissioners, the Inspector General, the LAPD and the Chief of Police to enable each of them
25 to fulfill their obligations under this Agreement.
26

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

6
7 B. Definitions
8

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

21 14. The term “Charter” means the Los Angeles City Charter, as may be amended from time
22 to time.
23

24 15. The term “City” means the City of Los Angeles acting through the Mayor of Los
25 Angeles and the Los Angeles City Council.
26

1 24. The term “Independent Monitor” or “Monitor” as used in this document except for
2 paragraph 158, means the Monitor established by Section XI of this Agreement, and all persons or
3 entities associated by the Monitor to assist in performing the monitoring tasks.
4

5 25. The term “Inspector General” means the Office of the Inspector General, as established
6 in the Charter.
7

8 26. The term “LAPD” means the Chief of Police of the Department and all employees under
9 his or her command.
10

11 27. The term “LAPD employee” means any employee under the command of the Chief of
12 Police, including civilian employees.
13

14 28. The term “LAPD unit” means any officially designated organization of officers within the
15 LAPD, including Bureaus, Areas, Divisions, Groups, Sections, and specialized units.
16

17 29. The term “manager” means an LAPD supervisor at the rank of captain or above.
18

19 30. The term “motor vehicle stop” means any instance where an LAPD officer directs a
20 civilian operating a motor vehicle of any type to stop and the driver is detained for any length of time.
21 Such term does not include: checkpoint stops; roadblock stops; commercial vehicle inspection stops;
22 safe driving award stops; child safety seat giveaway stops; stops related to the execution of arrest
23 warrants where the person being stopped is reasonably believed to be the person named on the warrant;
24 stops directly related to the execution of search warrants; or stops as part of targeted task force
25 prostitution and drug enforcement stings which sole purpose is to identify and arrest persons who engage
26 in or attempt to engage in the targeted unlawful conduct.
27

1 31. The term “non-disciplinary action” refers to action other than discipline taken by an
2 LAPD supervisor to enable or encourage an officer to modify his or her performance. It may include:
3 oral or written counseling; training; increased field supervision for a specified time period; mandatory
4 professional assistance; referral to Behavioral Science Services (“BSS”) or to the Employee Assistance
5 Program; a change of an officer’s partner; or a reassignment or transfer.
6

7 32. The term “pedestrian stop” means any instance where an LAPD officer performs a stop
8 (i.e., a temporary restraint where a person is not free to leave) of a person who is not in a motor vehicle.
9 Such term does not include: (i) field interviews of witnesses to or victims of crime; (ii) stops in direct
10 response to the time, place, and circumstances of a call for service for homicide, rape, robbery, assault,
11 domestic violence, shots fired, suspect with a gun or knife, kidnapping, bomb threat, child in danger of
12 physical harm caused by another person, officer needs help or assistance, or battery; (iii) stops related to
13 the execution of arrest warrants where the person being stopped is reasonably believed to be the person
14 named on the warrant; (iv) stops directly related to the execution of search warrants; (v) stops as part of
15 targeted task force prostitution and drug enforcement stings which sole purpose is to identify and arrest
16 persons who engage in or attempt to engage in the targeted unlawful conduct; (vi) stops related to the
17 declaration of an unlawful assembly by an LAPD supervisor at the scene, and incidental stops related to
18 crowd control; (vii) consensual stops except when such stops are followed by a pat-down/frisk, search
19 or seizure (other than searches or seizures incident to an arrest), preparation of a field interview card,
20 citation or arrest.
21

22 33. The terms “Police Commission” or “Commission” mean the Los Angeles Board of
23 Police Commissioners, as established in the Charter.
24

25 34. The term “police officer” or “officer” means any law enforcement officer employed by
26 the LAPD, including supervisors and managers.
27

1 35. The term "specified audit" means those audits required under paragraphs 128, 129, 131,
2 132, 136, 137, and 138 of this Agreement.

3
4 36. The term "sting audits" means those audits described in paragraph 97.

5
6 37. The term "supervisor" means a police officer with oversight responsibility for other
7 officers and includes managers.

8
9 38. The term "use of force" means a reportable use of force incident as defined in Section
10 4/245.05 of the LAPD manual as of October 1, 2000.

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

3 A. TEAMS II [Computer Information System]

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

10
11 40. The Commission, the Inspector General, and the Chief of Police shall each have equal
12 and full access to TEAMS II, and may each use TEAMS II to its fullest capabilities in performing their
13 duties and responsibilities, subject to restrictions on use of information contained in applicable law. To
14 the extent that highly sensitive information is contained in TEAMS II, the Commission may impose an
15 identical access restriction on itself and the Inspector General to such information, provided that no such
16 access restriction may in any way impair or impede implementation of this Agreement. The Department
17 shall establish a policy with respect to granting or limiting access to TEAMS II by all other persons,
18 including the staff of the Commission and the Inspector General, but excluding DOJ and the Monitor,
19 whose access to TEAMS II is governed by paragraphs 166, 167, and 177.

20
21 41. TEAMS II shall contain information on the following matters:

- 22
23 a. all non-lethal uses of force that are required to be reported in LAPD “use of
24 force” reports or otherwise are the subject of an administrative investigation by the
25 Department;

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

2
3 c. all officer-involved shootings and firearms discharges, both on-duty and off-duty
4 (excluding training or target range shootings, authorized ballistic testing, legal sport
5 shooting events, or those incidents that occur off-duty in connection with the recreational
6 use of firearms, in each case, where no person is hit by the discharge);

7
8 d. all other lethal uses of force;

9
10 e. all other injuries and deaths that are reviewed by the LAPD Use of Force
11 Review Board (or otherwise are the subject of an administrative investigation);

12
13 f. all vehicle pursuits and traffic collisions;

14
15 g. all Complaint Form 1.28 investigations;

16
17 h. with respect to the foregoing clauses (a) through (g), the results of adjudication
18 of all investigations (whether criminal or administrative) and discipline imposed or non-
19 disciplinary action taken;

20
21 I. all written compliments received by the LAPD about officer performance;

22
23 j. all commendations and awards;

24
25 k. all criminal arrests and investigations known to LAPD of, and all charges against,
26 LAPD employees;

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

5
6 m. all civil lawsuits against LAPD officers which are required to be reported to the
7 LAPD pursuant to paragraph 77;

8
9 n. all arrest reports, crime reports, and citations made by officers, and all motor
10 vehicle stops and pedestrian stops that are required to be documented in the manner
11 specified in paragraphs 104 and 105;

12
13 o. assignment and rank history, and information from performance evaluations for
14 each officer;

15
16 p. training history and any failure of an officer to meet weapons qualification
17 requirements; and

18
19 q. all management and supervisory actions taken pursuant to a review of TEAMS
20 II information, including non-disciplinary actions.

21
22 TEAMS II further shall include, for the incidents included in the database, appropriate additional
23 information about involved officers (*e.g.*, name and serial number), and appropriate information about
24 the involved members of the public (including demographic information such as race, ethnicity, or
25 national origin). Additional information on officers involved in incidents (*e.g.*, work assignment, officer
26 partner, field supervisor, and shift at the time of the incident) shall be determinable from TEAMS II.

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

18
19 43. TEAMS II shall include relevant numerical and descriptive information about each
20 incorporated item and incident, and scanned or electronic attachments of copies of relevant documents
21 (*e.g.*, through scanning or using computerized word processing). TEAMS II shall have the capability to
22 search and retrieve (through reports and queries) numerical counts, percentages and other statistical
23 analyses derived from numerical information in the database; listings; descriptive information; and
24 electronic document copies for (a) individual employees, LAPD units, and groups of officers, and (b)
25 incidents or items, and groups of incidents or items. TEAMS II shall have the capability to search and
26 retrieve this information for specified time periods, based on combinations of data fields contained in

1 TEAMS II (as designated by the authorized user).

2
3 44. Where information about a single incident is entered in TEAMS II from more than one
4 document (*e.g.*, from a Complaint Form 1.28 and a use of force report), TEAMS II shall use a common
5 control number or other equally effective means to link the information from different sources so that the
6 user can cross-reference the information and perform analyses. Similarly, all personally identifiable
7 information relating to LAPD officers shall contain the serial or other employee identification number of
8 the officer to allow for linking and cross-referencing information.

9
10 45. The City shall prepare a design document for TEAMS II that sets forth in detail the
11 City's plan for ensuring that the requirements of paragraphs 41, 43, and 44 are met, including: (i) the
12 data tables and fields and values to be included pursuant to paragraphs 41 and 43 and (ii) the documents
13 that will be electronically attached. The City shall prepare this document in consultation with the DOJ
14 and the Monitor, and shall obtain approval for such design document from the DOJ, which approval
15 shall not be unreasonably withheld.

16
17 46. The Department shall develop and implement a protocol for using TEAMS II, for
18 purposes including supervising and auditing the performance of specific officers, supervisors, managers,
19 and LAPD units, as well as the LAPD as a whole. The City shall prepare this protocol in consultation
20 with the DOJ and the Monitor, and shall obtain approval for the protocol and any subsequent
21 modifications to the protocol from the DOJ for matters covered by paragraph 47, which approval(s)
22 shall not be unreasonably withheld. The City shall notify DOJ of proposed modifications to the protocol
23 that do not address matters covered by paragraph 47 prior to implementing such modifications. In
24 reviewing the protocol and the design document for approval, DOJ shall use reasonable efforts to
25 respond promptly to the City in order to enable the City to meet the deadlines imposed by paragraph
26 50.

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

2
3 a. The protocol shall require that, on a regular basis, supervisors review and
4 analyze all relevant information in TEAMS II about officers under their supervision to
5 detect any pattern or series of incidents that indicate that an officer, group of officers, or
6 an LAPD unit under his or her supervision may be engaging in at-risk behavior.

7
8 b. The protocol shall provide that when at-risk behavior may be occurring based
9 on a review and analysis described in the preceding subparagraph, appropriate
10 managers and supervisors shall undertake a more intensive review of the officer's
11 performance.

12
13 c. The protocol shall require that LAPD managers on a regular basis review and
14 analyze relevant information in TEAMS II about subordinate managers and supervisors
15 in their command regarding the subordinate's ability to manage adherence to policy and
16 to address at-risk behavior.

17
18 d. The protocol shall state guidelines for numbers and types of incidents requiring a
19 TEAMS II review by supervisors and managers (in addition to the regular reviews
20 required by the preceding subparagraphs), and the frequency of these reviews.

21
22 e. The protocol shall state guidelines for the follow-up managerial or supervisory
23 actions (including nondisciplinary actions) to be taken based on reviews of the
24 information in TEAMS II required pursuant to this protocol.

25
26 f. The protocol shall require that managers and supervisors use TEAMS II
27 information as one source of information in determining when to undertake an audit of an
28

1 LAPD unit or group of officers.

2 g. The protocol shall require that all relevant and appropriate information in
3 TEAMS II be taken into account when selecting officers for assignment to the OHB Unit
4 established in paragraph 55, units covered by paragraph 106, pay grade advancement,
5 promotion, assignment as an IAG investigator or as a Field Training Officer, or when
6 preparing annual personnel performance evaluations. Complaints and portions of
7 complaints not permitted to be used in making certain decisions under state law shall not
8 be used in connection with such decisions and TEAMS II shall reflect this limitation by
9 excluding such complaints and portions of complaints from the information that is
10 retrieved by a query or report regarding such decisions. Supervisors and managers shall
11 be required to document their consideration of any sustained administrative investigation,
12 adverse judicial finding, or discipline against an officer in each case for excessive force,
13 false arrest or charge, improper search or seizure, sexual harassment, discrimination, or
14 dishonesty in determining when such officer is selected for assignment to the OHB Unit,
15 units covered by paragraph 106, pay grade advancement, promotion, or assignment as
16 an IAG investigator or as a Field Training Officer, or when preparing annual personnel
17 performance evaluations.

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

21 i. The protocol shall provide that managers' and supervisors' performance in
22 implementing the provisions of the TEAMS II protocol shall be taken into account in
23 their annual personnel performance evaluations.

24 j. The protocol shall provide specific procedures that provide for each LAPD
25

1 officer to be able to review on a regular basis all personally-identifiable data about him
2 or her in TEAMS II in order to ensure the accuracy of that data. The protocol also shall
3 provide for procedures for correcting data errors discovered by officers in their review
4 of the TEAMS II data.

5 k. The protocol shall require regular review by appropriate managers of all relevant
6 TEAMS II information to evaluate officer performance citywide, and to evaluate and
7 make appropriate comparisons regarding the performance of all LAPD units in order to
8 identify any patterns or series of incidents that may indicate at-risk behavior. These
9 evaluations shall include evaluating the performance over time of individual units, and
10 comparing the performance of units with similar responsibilities.

11 l. The protocol shall provide for the routine and timely documentation in TEAMS
12 II of actions taken as a result of reviews of TEAMS II information.

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

17
18
19
20 48. The LAPD shall train managers and supervisors, consistent with their authority, to use
21 TEAMS II to address at-risk behavior and to implement the protocol described in paragraphs 46 and
22 47.

23
24 49. The City shall maintain all personally identifiable information about an officer included in
25 TEAMS II during the officer's employment with the LAPD and for at least three years thereafter (unless
26

1 otherwise required by law to be maintained for a longer period). Information necessary for aggregate
2 statistical analysis shall be maintained indefinitely in TEAMS II. On an ongoing basis, the City shall
3 make all reasonable efforts to enter information in TEAMS II in a timely, accurate, and complete
4 manner, and to maintain the data in a secure and confidential manner consistent with the applicable
5 access policy as established pursuant to paragraph 40.

6
7 50. TEAMS II shall be developed and implemented according to the following schedule:

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

19
20 b. Within 15 months of DOJ's approval of the design document pursuant to
21 paragraph 50(a), the City shall submit the protocol for using TEAMS II required by
22 paragraph 46 to DOJ for approval. The City shall share drafts of this document with the
23 DOJ and the Monitor to allow the DOJ and the Monitor to become familiar with the
24 document as it develops and to provide informal comments on it. The City and DOJ
25 shall together seek to ensure that the protocol receives final approval within 60 days
26 after it is presented for approval. The City shall respond to any DOJ written comments

1 or objections during the approval process within 10 days, excluding weekends and state
2 and federal holidays. Such response shall explain the City's position and propose any
3 changes to the protocol as appropriate to respond to DOJ's concerns, together with a
4 schedule for making the proposed changes.

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

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

22
23 e. TEAMS II shall be implemented fully within the later of 21 months of the
24 approval of the design document pursuant to paragraph 50(a), or 6 months of the
25 approval of the protocol for using TEAMS II pursuant to paragraph 50(b).

26 51. The LAPD shall, until such time as TEAMS II is implemented, utilize existing databases,

1 information and documents to make certain decisions, as follows:

2
3 a. Selection of officers for assignment to the OHB Unit or as IAG investigators
4 shall require that the LAPD review the applicable IAG Form 1.80's, and all pending
5 complaint files for such officers, in conjunction with the officer's TEAMS I record.

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

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

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

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

1 and the Monitor before subtracting or modifying any data tables or data fields, or modifying the list of
2 documents to be electronically attached, and make all reasonable modifications to the proposed
3 alterations based on any objections by the DOJ.
4

5 B. Management and Coordination of Risk Assessment Responsibilities

6
7 53. The LAPD shall designate a unit within the Human Resources Bureau that is responsible
8 for developing, implementing, and coordinating LAPD-wide risk assessments. Such unit shall be
9 responsible for the operation of TEAMS II, and for ensuring that information is entered into and
10 maintained in TEAMS II in accordance with this Agreement. Such unit further shall provide assistance
11 to managers and supervisors who are using TEAMS II to perform the tasks required hereunder and in
12 the protocol adopted pursuant to paragraphs 46 and 47 above, and shall be responsible for ensuring that
13 appropriate standardized reports and queries are programmed to provide the information necessary to
14 perform these tasks. Nothing in this Agreement shall preclude such unit from also having the
15 responsibility for providing investigative 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 develop
20 and initiate implementation of a plan consistent with applicable federal and state law and the City
21 Charter, that ensures that annual personnel performance evaluations are prepared for all LAPD sworn
22 employees that accurately reflect the quality of each sworn employee's performance, including with
23 respect to: (a) civil rights integrity and the employee's community policing efforts (commensurate with the
24 employee's duties and responsibilities); (b) managers' and supervisors' performance in addressing at-
25 risk behavior including the responses to Complaint Form 1.28 investigations; (c) managers' and
26 supervisors' response to and review of Categorical and Non-Categorical Use of Force incidents, review
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1 of arrest, booking, and charging decisions and review of requests for warrants and affidavits to support
2 warrant applications; and (d) managers' and supervisors' performance in preventing retaliation. The
3 plan shall include provisions to add factors described in subparts (a)-(d), above, to employees' job
4 descriptions, 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 Force
6 administrative investigations, including those formerly conducted by the Robbery Homicide Division
7 (“RHD”) or the Detectives Headquarters Division (“DHD”), shall be conducted by a unit assigned to the
8 Operations Headquarters Bureau (“OHB”), which unit (the “OHB Unit”) shall report directly to the
9 commanding officer of OHB.
10

11 a. Investigators in this unit shall be detectives, sergeants, or other officers with
12 supervisory rank.
13

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

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

24 56. The OHB Unit shall have the capability to “roll out” to all Categorical Use of Force
25 incidents 24 hours a day. The Department shall require immediate notification to the Chief of Police, the
26 OHB Unit, the Commission and the Inspector General by the LAPD whenever there is a Categorical
27

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

8
9 57. In addition to administrative investigations and where the facts so warrant, the LAPD
10 shall also conduct a separate criminal investigation of Categorical Uses of Force. The criminal
11 investigation shall not be conducted by the OHB Unit.

12
13 58. The LAPD shall continue its policy of notifying the County of Los Angeles District
14 Attorney's Office whenever an LAPD officer, on or off-duty, shoots and injures any person during the
15 scope and course of employment. In addition, the LAPD shall notify the District Attorney's Office
16 whenever an individual dies while in the custody or control of an LAPD officer or the LAPD, and a use
17 of force by a peace officer may be a proximate cause of the death.

18
19 59. The LAPD shall continue to provide cooperation to the District Attorney's Office
20 personnel who arrive on the scene of the incident.

21
22 60. The Department shall renew its request to the appropriate bargaining unit(s) for a
23 provision in its collective bargaining agreements that when more than one officer fires his or her weapon
24 in a single OIS incident, then each officer should be represented by a different attorney during the
25 investigation and subsequent proceedings. The foregoing acknowledges that each officer retains the right
26 to be represented by an attorney of his or her choice.

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

7
8 62. Managers shall analyze the circumstances surrounding the presence or absence of a
9 supervisor at (a) a Categorical Use of Force incident, and (b) the service of a search warrant. In each
10 case, such analysis shall occur within one week of the occurrence of the incident or service to determine
11 if the supervisor's response to the incident or service was appropriate. Such supervisory conduct shall
12 be taken into account in each supervisor's annual personnel performance evaluation.

13
14 63. The Department shall continue its practice of referring all officers involved in a
15 Categorical Use of Force resulting in death or the substantial possibility of death (whether on or off duty)
16 to BSS for a psychological evaluation by a licensed mental health professional. The matters discussed in
17 such evaluation shall be strictly confidential and shall not be communicated to other LAPD officers
18 without the consent of the officer evaluated. No such officer shall return to field duty until his or her
19 manager determines that the officer should be returned to field duty upon consultation with BSS.

20
21 64. Except as limited or prohibited by applicable state law, when a manager reviews and
22 makes recommendations regarding discipline or non-disciplinary action as a result of a Categorical Use
23 of Force, the manager will consider the officer's work history, including information contained in the
24 TEAMS II system, and that officer's Categorical Use of Force history, including a review of the tactics
25 the officer has used in past uses of force.

1 65. The Department shall continue to require officers to report to the LAPD without delay
2 the officer's own use of force (on the use of force form as revised pursuant to paragraph 66).
3

4 66. The LAPD shall modify its current use of force report form to include data fields that
5 require officers to identify with specificity the type of force used for the physical force category, to
6 record the body area impacted by such physical use of force, to identify fractures and dislocations as a
7 type of injury, and to include bean bag shot gun as a type of force category.
8

9 67. The Commission shall continue its practice of reviewing all Categorical Uses of Force
10 including all the reports prepared by the Chief of Police regarding such incidents and related investigation
11 files. These reports shall be provided to the Police Commission at least 60 days before the running of
12 any statute of limitations that would restrict the imposition of discipline related to such Categorical Use of
13 Force. Provided, however, if the investigation file has not been completed by this time, the LAPD shall
14 provide the Commission with a copy of the underlying file, including all evidence gathered, with a status
15 report of the investigation that includes an explanation of why the investigation has not been completed, a
16 description of the investigative steps still to be completed, and a schedule for the completion of the
17 investigation. The Commission shall review whether any administrative investigation was unduly delayed
18 due to a related criminal investigation, and, if so, shall assess the reasons therefor.
19

20 68. The LAPD shall continue to require that all uses of force that are not Categorical Uses of
21 Force ("Non-Categorical Uses of Force") be reported to a supervisor who shall conduct a timely
22 supervisory investigation of the incident, as required under LAPD policy and paragraphs 69 and 81,
23 including collecting and analyzing relevant documents and witness interviews, and completing a use of
24 force report form.
25

26 69. The Department shall continue to have the Use of Force Review Board review all
27

1 Categorical Uses of Force. The LAPD shall continue to have Non-Categorical Uses of Force reviewed
2 by chain-of-command managers at the Division and Bureau level. Non-Categorical Use of Force
3 investigations shall be reviewed by Division management within 14 days of the incident, unless a member
4 of the chain-of-command reviewing the investigation detects a deficiency in the investigation, in which
5 case the review shall be completed within a period of time reasonably necessary to correct such
6 deficiency in the investigation or reports.

7
8 B. Search and Arrest Procedures

9
10 70. The Department shall continue to require all booking recommendations be personally
11 reviewed and approved by a watch commander as to appropriateness, legality, and conformance with
12 Department policies. Additionally, the watch commander or designee will personally review and
13 approve supporting arrest reports as to appropriateness, legality and conformance with Department
14 polices in light of the booking recommendation.

15 a. Such reviews shall continue to entail a review for completeness of the
16 information that is contained on the applicable forms and an authenticity review to
17 include examining the form for “canned” language, inconsistent information, lack of
18 articulation of the legal basis for the action or other indicia that the information on the
19 forms is not authentic or correct.

20
21 b. Supervisors shall evaluate each incident in which a person is charged with
22 interfering with a police officer (California Penal Code § 148), resisting arrest, or assault
23 on an officer to determine whether it raises any issue or concern regarding training,
24 policy, or tactics.

25
26 c. The quality of these supervisory reviews shall be taken into account in the

1 supervisor's annual personnel performance evaluations.

2 71. The LAPD shall continue to implement procedures with respect to search warrants and
3 probable cause arrest warrants as defined in the LAPD manual (commonly known as "Ramey"
4 warrants), which require, among other things, that a supervisor shall review each request for a warrant
5 and each affidavit filed by a police officer to support the warrant application. Such review shall include:
6

7 a. a review for completeness of the information contained therein and an
8 authenticity review to include an examination for "canned" language, inconsistent
9 information, and lack of articulation of the legal basis for the warrant; and
10

11 b. a review of the information on the application and affidavit, where applicable, to
12 determine whether the warrant is appropriate, legal and in conformance with LAPD
13 procedure.
14

15 c. In addition, a supervisor shall review the officer's plan for executing the search
16 warrant and, after execution of the search warrant, review the execution of the search
17 warrant. A supervisor shall be present for execution of the search warrant.
18

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

22 73. All detainees and arrestees brought to an LAPD facility shall be brought before a watch
23 commander for inspection. The watch commander shall visually inspect each such detainee or arrestee
24 for injuries as required by LAPD procedures and, at a minimum, ask the detainee or arrestee the
25 questions required by current LAPD procedures, which are: 1) "Do you understand why you were
26

1 detained/arrested?"; 2) "Are you sick, ill, or injured?"; 3) "Do you have any questions or concerns?".

2 In the rare cases where circumstances preclude such an inspection and interview by a watch
3 commander, the LAPD shall ensure that the person is inspected and interviewed by a supervisor who
4 did not assist or participate in the person's arrest or detention. In each instance, the watch commander
5 or supervisor, as appropriate, shall sign the related booking documentation, which shall indicate their
6 compliance with these procedures.

7
8 C. Initiation of Complaints

9
10 74. The Department shall continue to provide for the receipt of complaints as follows:

11
12 a. in writing or verbally, in person, by mail, by telephone (or TDD), facsimile
13 transmission, or by electronic mail;

14
15 b. anonymous complaints;

16
17 c. at LAPD headquarters, any LAPD station or substation, or the offices of the
18 Police Commission or the Inspector General;

19
20 d. distribution of complaint materials and self-addressed postage-paid envelopes in
21 easily accessible City locations throughout Los Angeles and in languages utilized by the
22 City of Los Angeles in municipal election ballot materials;

23
24 e. distribution of the materials needed to file a complaint upon request to
25 community groups, community centers, and public and private service centers;

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

2
3 g. continuation of a 24-hour toll-free telephone complaint hotline. Within six
4 months of the effective date of this Agreement, the Department shall record all calls
5 made on this hotline.

6
7 h. In addition, the Department shall prohibit officers from asking or requiring a
8 potential complainant to sign any form that in any manner limits or waives the ability of a
9 civilian to file a police complaint with the LAPD or any other entity. The Department
10 shall also prohibit officers, as a condition for filing a misconduct complaint, from asking
11 or requiring a potential complainant to sign a form that limits or waives the ability of a
12 civilian to file a lawsuit in court.

13
14 75. The LAPD shall initiate a Complaint Form 1.28 investigation against (i) any officer who
15 allegedly fails to inform any civilian who indicates a desire to file a complaint of the means by which a
16 complaint may be filed; (ii) any officer who allegedly attempts to dissuade a civilian from filing a
17 complaint; or (iii) any officer who is authorized to accept a complaint who allegedly refuses to do so.

18
19 76. The City shall cause the LAPD to be notified whenever a person serves a civil lawsuit on
20 or files a claim against the City alleging misconduct by an LAPD officer or other employee of the LAPD.

21
22 77. The Department shall continue to require all officers to notify without delay the LAPD
23 whenever the officer is arrested or criminally charged for any conduct, or the officer is named as a party
24 in any civil suit involving his or her conduct while on duty (or otherwise while acting in an official
25 capacity). In addition, the Department shall require such notification from any officer who is named as a
26 defendant in any civil suit that results in a temporary, preliminary, or final adjudication on the merits in

1 favor of a plaintiff complaining of off-duty physical violence, threats of physical violence, or domestic
2 violence by the officer.

3
4 78. The Department shall continue to require officers to report to the LAPD without delay:
5 any conduct by other officers that reasonably appears to constitute (a) an excessive use of force or
6 improper threat of force; (b) a false arrest or filing of false charges; (c) an unlawful search or seizure; (d)
7 invidious discrimination; (e) an intentional failure to complete forms required by LAPD policies and in
8 accordance with procedures; (f) an act of retaliation for complying with any LAPD policy or procedure;
9 or (g) an intentional provision of false information in an administrative investigation or in any official
10 report, log, or electronic transmittal of information. Officers shall report such alleged misconduct by
11 fellow officers either directly to IAG or to a supervisor who shall complete a Complaint Form 1.28.
12 This requirement applies to all officers, including supervisors and managers who learn of evidence of
13 possible misconduct through their review of an officer's work. Failure to voluntarily report as described
14 in this paragraph shall be an offense subject to discipline if sustained.

15
16 D. Conduct of Investigations

17
18 79. Within 10 days of their receipt by the LAPD, the IAG shall receive and promptly review
19 the "face sheet" of all complaints to determine whether they meet the criteria in paragraphs 93, 94 and
20 95 for being investigated by IAG, or the OHB Unit, or chain of command supervisors.

21
22 80. In conducting all Categorical Use of Force investigations, and complaint investigations
23 regarding the categories of misconduct allegations and matters identified in paragraphs 93 and 94
24 (whether conducted by IAG, the OHB Unit, or by chain of command during the transition period
25 specified in paragraph 95), the LAPD shall, subject to and in conformance with applicable state law:

1 a. tape record or videotape interviews of complainants, involved officers, and
2 witnesses;

3
4 b. whenever practicable and appropriate, and not inconsistent with good
5 investigatory practices such as canvassing a scene, interview complainants and witnesses
6 at sites and times convenient for them, including at their residences or places of business;

7
8 c. prohibit group interviews;

9
10 d. notify involved officers and the supervisors of involved officers, except when
11 LAPD deems the complaint to be confidential under the law;

12
13 e. interview all supervisors with respect to their conduct at the scene during the
14 incident;

15
16 f. collect and preserve all appropriate evidence, including canvassing the scene to
17 locate witnesses where appropriate, with the burden for such collection on the LAPD,
18 not the complainant; and

19
20 g. identify and report in writing all inconsistencies in officer and witness interview
21 statements gathered during the investigation.

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

25 82. If during the course of any investigation of a Categorical Use of Force, Non-Categorical
26 Use of Force, or complaint, the investigating officer has reason to believe that misconduct may have

1 occurred other than that alleged by the complainant, the alleged victim of misconduct, or the triggering
2 item or report, the investigating officer must notify a supervisor, and an additional Complaint Form 1.28
3 investigation of the additional misconduct issue shall be conducted.
4

5 83. Subject to restrictions on use of information contained in applicable state law, the OHB
6 Unit investigating Categorical Uses of Force as described in paragraph 55 and 93 and IAG investigators
7 conducting investigations as described in paragraphs 93 and 94, shall have access to all information
8 contained in TEAMS II, where such information is relevant and appropriate to such investigations,
9 including training records, Complaint Form 1.28 investigations, and discipline histories, and performance
10 evaluations.
11

12 E. Adjudicating Investigations
13

14 84. The Department shall continue to employ the following standards when it makes
15 credibility determinations: use of standard California Jury Instructions to evaluate credibility;
16 consideration of the accused officer's history of complaint investigations and disciplinary records
17 concerning that officer, where relevant and appropriate; and consideration of the civilian's criminal
18 history, where appropriate. There shall be no automatic preference of an officer's statement over the
19 statement of any other witness including a complainant who is also a witness. There shall be no
20 automatic judgment that there is insufficient information to make a credibility determination when the only
21 or principal information about an incident is contained in conflicting statements made by the involved
22 officer and the complainant. Absent other indicators of bias or untruthfulness, mere familial or social
23 relationship with a victim or officer shall not render a witness' statement as biased or untruthful; however,
24 the fact of such relationship may be noted.
25

26 85. The LAPD shall adjudicate all complaints using a preponderance of the evidence
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28

1 standard. Wherever supported by evidence collected in the investigation, complaints shall be
2 adjudicated as “sustained,” “sustained-no penalty,” “not resolved,” “unfounded,” “exonerated,”
3 “duplicate,” or “no Department employee.” In no case may a Complaint Form 1.28 investigation be
4 closed without a final adjudication.

5
6 86. Withdrawal of a complaint, unavailability of a complainant to make a statement, or the
7 fact that the complaint was filed anonymously or by a person other than the victim of the misconduct,
8 shall not be a basis for adjudicating a complaint without further attempt at investigation. The LAPD shall
9 use reasonable efforts to investigate such complaints to determine whether the complaint can be
10 corroborated.

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

18
19 F. Discipline & Non-Disciplinary Action

20
21 88. The Chief of Police, no later than 45 calendar days following the end of each calendar
22 quarter, shall report to the Commission, with a copy to the Inspector General, on the imposition of
23 discipline during such quarter (the “Discipline Report”). The Chief of Police shall provide the first such
24 report to the Police Commission by February 15, 2001, and such report shall provide the information
25 listed below for the period from the effective date of this Agreement until December 31, 2000; thereafter
26 such report will be provided on a calendar quarter basis. Such report shall contain: (a) a summary of all

1 discipline imposed during the quarter reported by type of misconduct, broken down by type of
2 discipline, bureau, and rank; (b) a summary comparison between discipline imposed and determinations
3 made by the Boards of Rights during the quarter; (c) a written explanation of each reduction in penalty
4 from that prescribed by the Board of Rights; (d) a description of all discipline and non-disciplinary
5 actions for each Categorical Use of Force the Commission has determined was out of policy; and (e) a
6 written explanation, following the Chief of Police's final determination regarding the imposition of
7 discipline, when discipline has not been imposed (other than exoneration by the Board of Rights) and the
8 following has occurred: the officer has entered a guilty plea or has been found guilty in a criminal case;
9 the officer had a Complaint Form 1.28 investigation, in the categories identified in paragraphs 93 and 94
10 (whether conducted by the OHB Unit, IAG, or by chain of command during the transition period
11 specified in paragraph 95) sustained; or the officer has been found civilly liable by a judge or jury of
12 conduct committed on duty or while acting in his or her official capacity; or the officer's conduct has
13 been the basis for the City being found civilly liable by a judge or jury. Each quarterly Discipline Report
14 shall include as attachments copies of the monthly Internal Affairs Group Reports on Administration of
15 Internal Discipline for that quarter, which, during the term of this Agreement, shall continue to contain at
16 least the level of detail included in the August 1999 report.

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

1 90. The LAPD shall continue its practice of having managers evaluate all Complaint Form
2 1.28 investigations to identify underlying problems and training needs. After such evaluations the
3 manager shall implement appropriate non-disciplinary actions or make a recommendation to the proper
4 LAPD entity to implement such actions.

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

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

17
18 G. Internal Affairs Group

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

- 25
26 (i) unauthorized uses of force, other than administrative Categorical Use of Force

1 investigations (which shall be investigated by the OHB Unit as part of its
2 investigation of such Categorical Uses of Force);

3
4 (ii) invidious discrimination (*e.g.*, on the basis of race, ethnicity, gender, religion,
5 national origin, sexual orientation, or disability), including improper ethnic
6 remarks and gender bias;

7
8 (iii) unlawful search;

9
10 (iv) unlawful seizure (including false imprisonment and false arrest);

11
12 (v) dishonesty;

13
14 (vi) domestic violence;

15
16 (vii) improper behavior involving narcotics or drugs;

17
18 (viii) sexual misconduct;

19
20 (ix) theft; and

21
22 (x) any act of retaliation or retribution against an officer or civilian.

23
24 94. In addition to the categories of complaint allegations set forth in paragraph 93, IAG, and
25 not chain of command supervisors, shall investigate the following:

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

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

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

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

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

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

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

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

24
25 98. The commanding officer of IAG shall select the staff who are hired and retained as IAG
26 investigators and supervisors, subject to the applicable provisions of the City's civil service rules and

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

7
8 99. The Department shall establish a term of duty of up to three years for the IAG
9 Sergeants, Detectives and Lieutenants who conduct investigations, and may reappoint an officer to a
10 new term of duty only if that officer has performed in a competent manner. Such IAG investigators may
11 be removed during their term of duty for acts or behaviors that would disqualify the officer from selection
12 to IAG or under any other personnel authority available to the Department.

13
14 100. IAG investigators shall be evaluated based on their competency in following the policies
15 and procedures for Complaint Form 1.28 investigations. The LAPD shall provide regular and periodic
16 re-training and re-evaluations on topics relevant to their duties.

17
18 101. The LAPD shall refer to the appropriate criminal prosecutorial authorities all incidents
19 involving LAPD officers with facts indicating criminal conduct.

20
21 H. *Non-Discrimination Policy and Motor Vehicle and Pedestrian Stops*

22
23 102. The Department shall continue to prohibit discriminatory conduct on the basis of race,
24 color, ethnicity, national origin, gender, sexual orientation, or disability in the conduct of law enforcement
25 activities. The Department shall continue to require that, to the extent required by federal and state law,
26 all stops and detentions, and activities following stops or detentions, by the LAPD shall be made on the

1 basis of legitimate, articulable reasons consistent with the standards of reasonable suspicion or probable
2 cause.

3
4 103. LAPD officers may not use race, color, ethnicity, or national origin (to any extent or
5 degree) in conducting stops or detentions, or activities following stops or detentions, except when
6 engaging in appropriate suspect-specific activity to identify a particular person or group. When LAPD
7 officers are seeking one or more specific persons who have been identified or described in part by their
8 race, color, ethnicity, or national origin, they may rely in part on race, color, ethnicity, or national origin
9 only in combination with other appropriate identifying factors and may not give race, color, ethnicity or
10 national origin undue weight.

11
12 104. By November 1, 2001, the Department shall require LAPD officers to complete a
13 written or electronic report each time an officer conducts a motor vehicle stop.

14
15 a. The report shall include the following:

- 16
17 (i) the officer's serial number;
18
19 (ii) date and approximate time of the stop;
20
21 (iii) reporting district where the stop occurred;
22
23 (iv) driver's apparent race, ethnicity, or national origin;
24
25 (v) driver's gender and apparent age;
26

1 (vi) reason for the stop, to include check boxes for: (1) suspected moving
2 violation of the vehicle code; (2) suspected violation of the Penal or
3 Health and Safety Codes; (3) suspected violation of a City ordinance;
4 (4) Departmental briefing (including crime broadcast/crime bulletin/roll
5 call briefing); (5) suspected equipment/registration violation; (6) call for
6 service; and (7) other (with a brief text field);
7

8 (vii) whether the driver was required to exit the vehicle;
9

10 (viii) whether a pat-down/frisk was conducted;
11

12 (ix) action taken, to include check boxes for warning, citation, arrest,
13 completion of a field interview card, with appropriate identification
14 number for the citation or arrest report; and
15

16 (x) whether the driver was asked to submit to a consensual search of
17 person, vehicle, or belongings, and whether permission was granted or
18 denied.
19

20 b. Information described in (iv), (v), (viii), (ix) and (x) of the preceding
21 subparagraph shall be collected for each passenger required to exit the vehicle.
22

23 c. If a warrantless search is conducted, the report shall include check boxes for the
24 following:
25

26 (i) search authority, to include: (1) consent; (2) incident to an arrest; (3)
27
28

1 parole/probation; (4) visible contraband; (5) odor of contraband; (6)
2 incident to a pat-down/frisk; (7) impound inventory; and (8) other (with
3 a brief text field);

4
5 (ii) what was searched, to include: (1) vehicle; (2) person; and (3)
6 container; and

7
8 (iii) what was discovered/seized, to include: (1) weapons; (2) drugs; (3)
9 alcohol; (4) money; (5) other contraband; (6) other evidence of a crime;
10 and (7) nothing.

11
12 105. By November 1, 2001, the Department shall require LAPD officers to complete a
13 written or electronic report each time an officer conducts a pedestrian stop.

14
15 a. The report shall include the following:

16
17 (I) the officer's serial number;

18
19 (ii) date and approximate time of the stop;

20
21 (iii) reporting district where the stop occurred;

22
23 (iv) person's apparent race, ethnicity, or national origin;

24
25 (v) person's gender and apparent age;

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

10
11 (vii) whether a pat-down/frisk was conducted;

12
13 (viii) action taken, to include check boxes for (1) warning; (2) citation; (3)
14 arrest; and (4) completion of a field interview card, with appropriate
15 identification number for the citation or arrest report; and

16
17 (ix) whether the person was asked to submit to a consensual search of their
18 person or belongings, and whether permission was granted or denied.

19
20 b. If a warrantless search is conducted, the report shall include check boxes for the
21 following:

22
23 (I) search authority, to include: (1) consent; (2) incident to an arrest; (3)
24 parole/probation; (4) visible contraband; (5) odor of contraband; (6)
25 incident to a pat-down/frisk; and (7) other (with a brief text field);

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(ii) what was searched, to include: (1) vehicle; (2) person; and (3) container; and

(iii) what was discovered/seized, to include: (1) weapons; (2) drugs; (3) alcohol; (4) money; (5) other contraband; (6) other evidence of a crime; and (7) nothing.

c. In preparing the form of the reports required by paragraphs 104 and 105, the Department may use “check off” type boxes to facilitate completion of such reports. In documenting motor vehicle and pedestrian stops as required by these paragraphs, the Department may create new forms or modify existing forms.

1 **IV. MANAGEMENT OF GANG UNITS**

2
3 106. The LAPD has developed and shall continue to implement a protocol that includes the
4 following requirements for managing and supervising all LAPD units that are primarily responsible for
5 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 gang
9 coordinators and the citywide gang coordinator (the Detective Support Division
10 Commanding Officer) coordinate the Bureau-wide and citywide activities of these units,
11 provide training and technical assistance, and are involved in coordinating and providing
12 information for the audits of these units.

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

21
22 c. Eligibility criteria for selection as a supervisor in these units shall include that
23 supervisors have one year experience as a patrol supervisor, have been wheeled from
24 their probationary Area of assignment, and have demonstrated outstanding leadership,
25 supervisory, and administrative skills. In addition, without the prior written approval of
26 the Chief of Police, an individual shall not be selected as a supervisor in these units until

1 13 LAPD Deployment Periods have elapsed since the individual's previous assignment
2 in these units as an officer or supervisor.

3
4 d. Supervisors and non-supervisory officers in these units shall have a limited tour
5 assignment to these units, for a period not to exceed 39 LAPD Deployment Periods.
6 An extension of such assignment for up to three LAPD Deployment Periods may be
7 granted upon the written approval of the Bureau commanding officer. Any longer
8 extension shall be permitted upon written approval of the Chief of Police.

9
10 e. Unit supervisors and non-supervisory officers shall continue to: (i) be subject to
11 existing procedures for uniformed patrol officers regarding detention, transportation,
12 arrest, processing and booking of arrestees and other persons; (ii) wear Class A or
13 Class C uniforms (and may not wear clothing with unauthorized insignias identifying them
14 as working at a particular unit); (iii) use marked police vehicles for all activities; (iv)
15 check out and return all field equipment from the Area kit room on a daily basis; (v)
16 attend scheduled patrol roll calls; (vi) base all unit activities out of the concerned Area
17 station; and (vii) not use off-site locations at night other than LAPD primary area stations
18 for holding arrestees (including interviews) or interviewing witnesses; provided, however,
19 that the foregoing does not apply to interviews at the scene of a crime, interviews in
20 connection with a canvass of a scene, or when the witness requests to be interviewed at
21 a different location. Any exceptions from these requirements shall require the approval
22 of the appropriate managers, and shall be for a specified, limited period of time.
23 Exceptions to the requirements set forth in subparagraphs (ii) and (iii) shall be in writing.

24
25 f. A unit supervisor shall provide a daily field presence and maintain an active role
26 in unit operations. Unit supervisors shall brief the Area watch commander regularly

1 regarding the activities of their unit, and shall coordinate unit activities with other Area
2 supervisors.

3
4 g. Area managers shall be responsible for ensuring that supervisors exercise proper
5 control over these units, and for providing oversight over planned tactical operations.

6
7 h. Each Bureau gang coordinator shall be responsible for monitoring and assessing
8 the operation of all units in the Bureau that address gang activity. The coordinator shall
9 personally inspect and audit at least one Area unit each month, and shall submit copies of
10 completed audits to the pertinent Bureau and Area, OHB Detective Support Division
11 Command office, and the LAPD Audit Unit created in paragraph 124 below. The
12 coordinator may use bureau staff to conduct such audits who themselves serve in a
13 Bureau or Area gang-activity unit and are deployed in the field to monitor or reduce
14 gang activity.

15
16 The provisions of this paragraph do not apply to the Detective Support Division's gang unit whose
17 primary, gang-related responsibility is to provide administrative support.

18
19 107. In addition to the requirements set forth in the preceding paragraph, the LAPD shall
20 implement the following requirements, which shall be applicable to all LAPD units that are covered by
21 the preceding paragraph.

22
23 a. The eligibility criteria for selection of an officer in these units shall require a
24 positive evaluation of the officer based upon the officer's relevant and appropriate
25 TEAMS II record. Supervisors shall be required to document in writing their
26 consideration of any sustained Complaint Form 1.28 investigation, adverse judicial

1 finding, or discipline for use of excessive force, a false arrest or charge, an improper
2 search and seizure, sexual harassment, discrimination, or dishonesty in determining
3 whether an officer shall be selected for the unit.
4

5 b. The procedures for the selection of supervisors and non-supervisory officers in
6 these units shall include a formal, written application process, oral interview(s), and the
7 use of TEAMS II and annual performance evaluations to assist in evaluating the
8 application.
9

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

2
3 108. The LAPD has developed and shall continue to implement procedures for the handling
4 of informants. The procedures include and LAPD shall continue to require the following:

5
6
7 a. The use of informants by LAPD personnel is limited to those non-uniformed
8 personnel assigned to investigative units, such as, Area Detectives, Narcotics Division,
9 and Specialized Detective Divisions. Personnel in uniform assignments shall not maintain
10 or use informants.

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

14
15 c. The officer shall submit that package to his or her chain-of-command supervisor
16 for review and approval by the appropriate manager prior to utilizing that individual as an
17 informant, which review shall be for completeness and compliance with LAPD
18 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 control
23 packages are stored in a secure location that provides for restricted access and sign-out
24 approval by the officer in charge or watch commander. There shall be a written record
25 including each accessing officer’s name and date of access in the informant control
26 package.

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

3
4 g. Whenever information is supplied by an informant whom the investigating officer
5 has not used as a source within the past three months, the officer shall check the
6 Department-wide undesirable informant file and update the individual's informant control
7 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 information
11 received from an informant in the informant control package; inform their supervisor of
12 any contact with an informant; and admonish the informant that he or she shall not violate
13 any laws in the gathering of information.

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

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

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

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

4
5 110. Within six months of the effective date of this Agreement, the LAPD shall publish a
6 confidential informant manual which further expands and defines the procedures for identifying and
7 utilizing informants, and which will include all of the requirements set out in paragraphs 108 and 109.

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

3
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 the
6 United States dealing with police contacts with persons who may be mentally ill; and (b) conduct an in-
7 depth evaluation of LAPD training, policies, and procedures for dealing with persons who may be
8 mentally ill, including detailed reviews of at least ten incidents since January 1, 1999 in which a person
9 who appeared to be mentally ill was the subject of a Categorical Use of Force and at least 15 incidents
10 since January 1, 1999 in which the LAPD mental health evaluation unit was contacted.

11
12 112. Within 13 months of the effective date of this Agreement, the LAPD, based upon its
13 analysis required by the preceding paragraph, shall prepare a report for the Police Commission detailing
14 the results of its analysis and recommending appropriate changes in policies, procedures, and training
15 methods regarding police contact with the persons who may be mentally ill with the goal of de-escalating
16 the potential for violent encounters with mentally ill persons. The recommendation shall include a
17 proposal on potential methods for tracking calls and incidents dealing with persons who may appear to
18 be mentally ill. The Police Commission shall forward its reports and actions regarding any appropriate
19 new or modifications to existing policies, practices, or training methods regarding police contact with
20 persons who may be mentally ill to the City Council and Mayor.

21
22 113. Within one year of the date of receipt by the Police Commission of the report required in
23 the preceding paragraph, but in no case more than 32 months after the effective date of this Agreement,
24 the Department shall complete an audit to evaluate LAPD handling of calls and incidents over the
25 previous one year period involving persons who appear to be mentally ill. The audit and evaluation shall
26

1 include any new policies, procedures and training methods implemented pursuant to the preceding
2 paragraph and shall specify any additional modifications necessary in the Department's policies,
3 procedures or training to meet the objectives specified in the preceding paragraph.

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1 **VII. TRAINING**

2
3 A. FTO Program

4
5 114. The Department shall continue to implement formal eligibility criteria for Field Training
6 Officers (“FTO”). The criteria require, *inter alia*, demonstrated analytical skills, demonstrated
7 interpersonal and communication skills, cultural and community sensitivity, diversity, and commitment to
8 police integrity. The criteria shall be expanded to require a positive evaluation of the officer based upon
9 the officer’s TEAMS II record. Managers shall comply with paragraphs 47(g) or 51, as appropriate, in
10 selecting officers to serve as FTOs.

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

15
16 116. The LAPD shall continue to implement a plan to ensure that FTOs receive adequate
17 training, including training to be an instructor and training in LAPD policies and procedures, to enable
18 them to carry out their duties. FTOs’ annual personnel performance evaluations shall include their
19 competency in successfully completing and implementing their FTO training. The LAPD shall provide
20 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 address,
26 *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 against
- 4 retaliation for reporting misconduct, and the protections available to officers from
- 5 retaliation;
- 6
- 7 c. cultural diversity, which shall include training on interactions with persons of
- 8 different races, ethnicities, religious groups, sexual orientations, persons of the opposite
- 9 sex, and persons with disabilities, and also community policing;
- 10
- 11 d. the role of accurately completing written reports in assuring police integrity, and
- 12 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 conducting
- 16 stops, searches, seizures, making arrests and using force; and
- 17
- 18 f. examples of ethical dilemmas faced by LAPD officers and, where practicable
- 19 given the location, type, and duration of the training, interactive exercises for resolving
- 20 ethical dilemmas shall be utilized.
- 21

22 118. The Department shall train all members of the public scheduled to serve on the Board of

23 Rights in police practices and procedures.

24

25 119. The City may establish a plan to annually provide tuition reimbursement for continuing

26 education for a reasonable number of officers in subjects relevant to this Agreement, including subjects

27

1 which will promote police integrity and professionalism. Such educational programs shall be attended
2 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 LAPD
7 official regarding suggestions about LAPD policies or tactics.
8

9 C. Supervisory Training
10

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 positions.
13 Such LAPD officers and supervisors shall be provided with such training before they assume their new
14 supervisory positions, except for those officers promoted to the rank of Captain, who shall have at least
15 commenced their Command Development training before they assume their new positions.
16

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

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

2
3 A. Audit Plan

4
5 124. By June 1, 2001, and prior to the beginning of each fiscal year thereafter, the Chief of
6 Police shall submit to the Police Commission, with a copy to the Inspector General, a listing of all
7 scheduled audits of the LAPD to be conducted by the LAPD in the upcoming fiscal year, other than
8 sting audits (the "Annual Audit Plan"). The Annual Audit Plan shall include all specified audits required
9 to be conducted by the LAPD, and any other audits required by this Agreement, including the audits
10 required by paragraphs 111, 113, 133 and 134. The Police Commission shall review this Annual Audit
11 Plan, and following consultation with the Chief of Police, shall make appropriate modifications, and
12 approve it. The Chief of Police shall report to the Commission quarterly, with a copy to the Inspector
13 General, on the status of audits listed in the Annual Audit Plan, including any significant results of such
14 audits conducted by the LAPD ("Quarterly Audit Report"). The Department shall create and continue
15 to have an audit unit within the office of the Chief of Police (the "Audit Unit") with centralized
16 responsibility for developing the Annual Audit Plan, coordinating and scheduling audits contemplated by
17 the Annual Audit Plan and ensuring timely completion of audits, and conducting audits as directed by the
18 Chief of Police. The Audit Unit shall be established effective July 1, 2001, in connection with the
19 adoption of the City's 2001-2002 Budget, with positions to be filled as quickly as reasonably possible in
20 accordance with applicable civil service provisions. Audits contemplated by the Annual Audit Plan may
21 be conducted by the Audit Unit or by other LAPD units, as appropriate, provided, however, that the
22 Audit Unit shall take over responsibility for conducting those audits contemplated by paragraphs 128
23 and 129 once that Unit is established. The Audit Unit shall serve as a resource to other LAPD units in
24 the conduct of audits and shall also periodically assess the quality of audits performed by other LAPD
25 units. In the event the LAPD desires to amend the Annual Audit Plan, it may do so in the Quarterly
26 Audit Report; provided, however, that the Annual Audit Plan shall include the specified audits to be

1 conducted by the LAPD. Each audit conducted by the Department shall be documented in a report that
2 provides the audit's methodology, data sources, analysis of the data and conclusions.

3
4 125. Prior to July 1, 2001, the LAPD shall conduct the following audits:

5
6 a. a stratified random sample of warrant applications and affidavits used to support
7 warrant applications, consistent with paragraph 128;

8
9 b. a stratified random sample of arrest, booking, and charging reports, consistent
10 with paragraph 128;

11
12 c. a stratified random sample of confidential informant control packages, consistent
13 with paragraph 128; and

14
15 d. the work product of all LAPD units covered by paragraph 106 consistent with
16 paragraph 131.

17
18 126. By November 1, 2001, the LAPD shall conduct an audit of a stratified random sample
19 of all use of force reports consistent with paragraph 128.

20
21 B. Audits by the LAPD

22
23 127. Sting audits shall not be reported in the Quarterly Audit Report, rather the results of all
24 sting audits shall be reported to the Police Commission and the Inspector General by the Chief of Police
25 within two weeks of the Chief's receipt of each sting audit report.

1 128. LAPD shall conduct regular, periodic audits of stratified random samples of 1) warrant
2 applications and affidavits used to support warrant applications; 2) arrest, booking, and charging
3 reports; 3) use of force reports; 4) all motor vehicle stops and pedestrian stops that are required to be
4 documented in the manner specified in paragraphs 104 and 105; and 5) confidential informant control
5 packages. The review of these documents shall entail, at a minimum, a review for completeness of the
6 information contained and an authenticity review to include an examination for “canned” language,
7 inconsistent information, lack of articulation of the legal basis for the applicable action or other indicia
8 that the information in the document is not authentic or correct. The review shall also assess the
9 information in the documents to determine whether the underlying action was appropriate, legal, and in
10 conformance with LAPD procedures. To the extent possible from a review of such samples, the audit
11 shall also evaluate the supervisory oversight of the applicable incident and any post-incident review.
12

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

- 16
17 a. the timeliness of completing the investigations, and satisfying the requirements of
18 paragraphs 67, 69 and 87 where applicable;
- 19
20 b. the completeness of the investigation file, including whether the file contains all
21 appropriate evidence and documentation, or, if evidence is missing, an explanation of
22 why the evidence is missing;
- 23
24 c. a comparison of the officer, complainant, and witness statements with the
25 investigator’s summaries thereof, where applicable;
- 26
- 27

1 d. the adequacy of the investigation, including the application of the standards set
2 forth in paragraphs 80-86; and

3
4 e. the appropriateness of IAG's determinations under paragraph 79.
5

6 130. The LAPD shall annually report to the Commission, with a copy to the Inspector
7 General, the type of complaint allegations it receives and the disposition (including sustained rate) and
8 discipline or lack of discipline resulting from each type of allegation. This report shall include both the
9 allegations received and any collateral misconduct discovered during the investigation. This report shall
10 list the above information for each type of allegation as well as summarize aggregate information by
11 geographic division (department, bureau, area, and district), officer rank, and type of assignment.
12

13 131. The LAPD shall conduct regular periodic audits of the work product of all LAPD units
14 covered by paragraph 106. These audits shall be conducted by OHB Detective Support Division.
15 Each such audit shall include:
16

17 a. auditing a random sample of the work of the unit as a whole and further auditing
18 the work of any individual officers whose work product the auditor has observed
19 contains indicia of untruthfulness, other forms of misconduct, or otherwise merits further
20 review;
21

22 b. assessing compliance with the selection criteria set forth in paragraphs 106 and
23 107;
24

25 c. an audit of the type set forth in paragraph 128;
26

1 d. auditing the use of confidential informants by such units to assess compliance
2 with paragraph 108;

3
4 e. auditing the roles and conduct of supervisors of these units;

5
6 f. reviewing the incidents requiring supervisory review pursuant to paragraphs 62,
7 64, 68, 70 and 71, assessing the supervisor's response, and examining the relationships
8 of particular officers working together or under particular supervisors in such incidents to
9 determine whether additional investigation is needed to identify at-risk practices; and

10
11 g. the audit shall draw conclusions regarding the adherence of the unit to the law,
12 LAPD policies and procedures, and this Agreement, and shall recommend a course of
13 action to correct any deficiencies found.

14
15 132. The LAPD shall require regular and periodic financial disclosures by all LAPD officers
16 and other LAPD employees who routinely handle valuable contraband or cash. The LAPD shall
17 periodically audit a random sample of such disclosures to ensure their accuracy. When necessary, the
18 LAPD shall require the necessary waivers from such officers.

19
20 133. Within 18 months of the effective date of this Agreement, the Department shall audit
21 police officer and supervisory officer training, using independent consultants who have substantial
22 experience in the area of police training. The audit shall assess: ways in which LAPD training could be
23 improved (i) to reduce incidents of excessive use of force, false arrests, and illegal searches and seizures
24 and (ii) by making greater use of community-oriented-policing training models that take into account
25 factors including paragraph 117(c).

1 136. The Inspector General shall continue to review all Categorical Use of Force
2 investigations. The Inspector General also shall conduct a regular, periodic audit and review of a
3 stratified random sample of: (i) all Non-Categorical Uses of Force; and (ii) Complaint Form 1.28
4 investigations. Both of these types of reviews shall assess the quality, completeness, and findings of the
5 investigations and shall include determinations of whether the investigations were completed in a timely
6 manner, summarized and transcribed statements accurately match the recorded statements, all available
7 evidence was collected and analyzed, and the investigation was properly adjudicated. The Inspector
8 General shall promptly report its findings from these reviews in writing to the Police Commission.
9

10 137. The Inspector General, between 6-12 months following implementation of TEAMS II
11 and on a regular basis thereafter, shall audit the quality and timeliness of the LAPD's use of TEAMS II
12 to perform the tasks identified in the protocol described in paragraph 47 above.
13

14 138. The Inspector General shall periodically use TEAMS II to conduct audits of the LAPD
15 and to review LAPD unit specific and officer specific audits conducted by the LAPD. Such audits and
16 reviews shall include procedures that:
17

18 a. examine and identify officers demonstrating at-risk behavior as determined by
19 their history of (i) administrative investigations, (ii) misconduct complaints, (iii) discipline,
20 (iv) uses of lethal and non-lethal force, (v) criminal or civil charges or lawsuits, (vi)
21 searches and seizures, (vii) racial bias, (viii) improper arrests or (ix) any other matter
22 requested by the Police Commission or, subject to Charter section 573, any other
23 improper conduct or at-risk behavior the Inspector General has reason to believe exists;
24

25 b. examine and identify at-risk practices or procedures as determined by trends
26 within a unit or between and among units using, at a minimum, the criteria in subsection
27

1 (a) above.

2
3 139. The Inspector General may receive complaints from LAPD employees alleging
4 retaliation for reporting possible misconduct or at-risk behavior. The Inspector General shall record and
5 track the allegations in such complaints. If the Inspector General determines that such complaints
6 indicate possible retaliation in the Police Department's handling of complaints, the Inspector General
7 shall conduct an investigation and forward its findings to the Police Commission. The Police
8 Commission shall work with the Inspector General to develop and implement retaliation complaint
9 investigation protocols that will protect, to the maximum extent permitted by law, the confidentiality of
10 the identity of the person reporting retaliation to the Inspector General.

11
12 140. The Police Commission may identify subjects for audits and direct either the LAPD or
13 the Inspector General to conduct such audits. The LAPD and Inspector General shall conduct such
14 audits as directed by the Commission and shall report the audit results to the Commission within the time
15 frames established by the Commission. Subject to Charter Section 573, the Inspector General shall
16 continue to have the authority to initiate other audits.

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

2
3 A. Police Commission

4
5 141. This Agreement sets forth obligations of the Commission, Inspector General and Chief of
6 Police; however, it in no way constrains them from exercising their powers and satisfying their duties set
7 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 conforms
11 with LAPD policies, procedures, and the requirements of this Agreement, and so inform the Chief of
12 Police. The Commission shall annually issue a publicly available report detailing its findings regarding
13 these incidents.

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

1 implementation.

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

10
11 145. The Commission shall investigate all misconduct complaints against the Chief of Police
12 and may use its staff, the Inspector General, or authorized contractors to conduct such investigations.

13
14 146. The Commission shall continue to review and approve the LAPD's budget requests.

15
16 B. *Inspector General*

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

22
23 148. The Inspector General may attend any Use of Force Review Board meeting. The
24 Inspector General may interview any participant in such hearing after the conclusion of the hearing.

1 C. General

2
3 154. Reviews, audits and reports required hereunder to be made by the Commission, the
4 Inspector General or the Department may contain recommendations to correct deficiencies. The
5 identification of deficiencies in such reviews, audits or reports shall not be a breach of this Agreement,
6 rather the City, including the Department, shall take appropriate, timely and reasonable steps to remedy
7 such deficiencies.

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 Outreach
4 and Public Information program for each LAPD geographic area. The program shall require the
5 following:

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

16
17 b. the open public meetings described above shall include presentations and
18 information on the LAPD and LAPD operations, which presentations and information
19 are designed to enhance interaction between officers and community members in daily
20 policing activities.

21
22 156. The LAPD shall prepare and publish on its website semiannual public reports required
23 by this paragraph. Such reports shall include aggregate statistics broken down by each LAPD
24 geographic area and for the Operations Headquarters Bureau, and broken down by the
25 race/ethnicity/national origin of the citizens involved, for arrests, information required to be maintained
26 pursuant to paragraphs 104 and 105, and uses of force. Such reports shall include a brief description of

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

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

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

21
22 159. The Monitor, at any time, may associate such additional persons or entities as are
23 reasonably necessary to perform the monitoring tasks specified by this Agreement. Any additional
24 persons or entities associated by the Monitor shall possess the following attributes: a reputation for
25 integrity, evenhandedness, and independence; an absence of bias, including any appearance of bias, for
26 or against the DOJ, the City, the Department, or their officers or employees; and no personal

1 involvement in the last five years, whether paid or unpaid, with a claim or lawsuit against the City or the
2 Department or any of their officers, agents or employees unless waived by the parties, which waiver shall
3 not be unreasonably withheld. The Monitor shall notify in writing the DOJ and the City if and when such
4 additional persons or entities are selected for association by the Monitor. The notice shall identify the
5 person or entity to be associated and the monitoring task to be performed, and, if a waiver is being
6 requested, the notice shall indicate if the person had any such involvement in the last five years, whether
7 paid or unpaid, with a claim or lawsuit against the City or the Department or any of their officers, agents,
8 or employees. Either the DOJ or the City may notify in writing the Monitor within 10 days (excluding
9 weekends, and federal or state holidays) of any objection either may have to the selection. If the parties
10 and the Monitor are unable to resolve any such objection, and the Monitor believes that the specific
11 person or entity in question is needed to assist the Monitor and such person or entity satisfies the
12 qualifications and requirements in this paragraph, the Monitor may seek Court authorization to hire such
13 person. For purposes of all paragraphs of this Agreement other than the preceding paragraph, the term
14 Monitor shall include any and all persons or entities that the Monitor associates to perform monitoring
15 tasks and such persons shall be subject to the same provisions applicable to the Monitor under this
16 Agreement.

17
18 160. The City shall bear all reasonable fees and costs of the Monitor. The Court retains the
19 authority to resolve any dispute that may arise regarding the reasonableness of fees and costs charged by
20 the Monitor. In selecting the Monitor, DOJ and the City recognize the importance of ensuring that the
21 fees and costs borne by the City are reasonable, and accordingly fees and costs shall be one factor
22 considered in selecting the Monitor. In the event that any dispute arises regarding the payment of the
23 Monitor's fees and costs, the City, DOJ and the Monitor shall attempt to resolve such dispute
24 cooperatively prior to seeking the Court's assistance.

25
26 161. The Monitor shall be an agent of the Court and shall be subject to the supervision and
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1 orders of this Court, consistent with this Agreement. The Monitor shall only have the duties,
2 responsibilities and authority conferred by this Agreement. The Monitor shall not, and is not intended to,
3 replace or take over the role and duties of the Mayor, City Council, Commission, Chief of Police or the
4 Inspector General. In order to monitor and report on the City's and the Department's implementation of
5 each substantive provision of this Agreement, the Monitor shall conduct the reviews specified in
6 paragraph 162 and such additional reviews as the Monitor deems appropriate. At the request of the
7 DOJ or the City, based on the Monitor's reviews, the Monitor may make recommendations to the
8 parties regarding measures necessary to ensure full and timely implementation of this Agreement.
9

10 162. In order to monitor and report on the City and Department's implementation of this
11 Agreement, the Monitor shall, subject to paragraph 163 and paragraphs 165 through 171:

12
13 a. between six and twelve months following implementation of TEAMS II and at
14 least annually thereafter, conduct a review of the use of TEAMS II by the LAPD, the
15 Inspector General, and the Police Commission and its staff;

16
17 b. regularly review and evaluate the quality and timeliness of the specified audits,
18 sting audits, and audits conducted by LAPD or the Inspector General under paragraphs
19 125, 126, 133, 134 , and 140; and

20
21 c. regularly review appropriate samples of (i) Categorical and Non-Categorical
22 Use of Force investigations, adjudications and related disciplinary and non-disciplinary
23 actions; and (ii) Complaint Form 1.28 investigations, adjudications and related
24 disciplinary and non-disciplinary actions (focusing, in particular, on those involving
25 alleged uses of excessive force, false arrests or improper stops, improper searches or
26 seizures, discrimination or retaliation); and motor vehicle and pedestrian stop data
27

1 collected pursuant to paragraphs 104 and 105.

2
3 In performing its obligations under this Agreement, the Monitor shall, where appropriate, utilize audits
4 conducted by the City or Department for this purpose, and employ appropriate sampling techniques.

5
6 163. The Monitor may review completed portions of administrative investigations and
7 resulting internal proceedings while they are pending, provided, however, that in such instances the
8 Monitor may review only those parts of such investigations and proceedings that have been completed
9 (such as the completed use of force report, completed Use of Force Review Board proceedings, or
10 completed Board of Rights proceedings). If the Monitor determines that any administrative use of force
11 or Complaint Form 1.28 investigation, which has been adjudicated or otherwise disposed or completed,
12 is inadequate under this Agreement, the Monitor shall confer with the Commission, Chief of Police and
13 the Inspector General, and provide a confidential written evaluation to the Department, the Inspector
14 General, and the DOJ containing the additional measures that should be taken with respect to future
15 investigations in order to satisfy this Agreement. Such evaluation shall be for the purpose of assisting the
16 Commission, the Chief of Police and the Inspector General in conducting future investigations, and shall
17 not obligate the Department to reopen or re-adjudicate any investigation.

18
19 164. In monitoring the implementation of this Agreement, the Monitor shall maintain regular
20 contact with the City, the Commission, the Chief of Police, the Inspector General as well as the DOJ.

21
22 165. The Monitor shall have full and direct access to: (a) all Department employees, including
23 the Inspector General, and all Department facilities (except facilities used solely for ATD activities) that
24 the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by this
25 Agreement; however, access to ATD personnel shall be for the sole purpose of monitoring
26 administrative investigations, including of complaints, involving such personnel; and (b) within a

1 reasonable time following notice to the City, or the Department (solely in the case of individual Police
2 Commissioners) all other City officers, employees and facilities, and the individual Police
3 Commissioners. The Monitor shall cooperate with the City and the Department to access people and
4 facilities in a reasonable manner that, consistent with the Monitor's responsibilities, minimizes interference
5 with daily operations.
6

7 166. The Monitor shall have full and direct access to all City and Department documents,
8 including TEAMS II data and information, that the Monitor reasonably deems necessary to carry out the
9 duties assigned to the Monitor by this Agreement, except as access is limited in paragraphs 167, 168,
10 169, 170 and 171 or as to any such documents protected by the attorney-client privilege. Should the
11 City or the Department decline to provide the Monitor with access to a document based on attorney-
12 client privilege, the City shall provide the Monitor and DOJ with a log describing the document.
13

14 167. The Monitor shall provide the City or Department with reasonable notice of a request
15 for copies of documents. Upon such request, the City and the Department shall provide the Monitor
16 with copies (electronic, where readily available, or hardcopy) of any documents that the Monitor is
17 entitled to access under this Agreement, including TEAMS II information and data, except for Sensitive
18 Data. The term "Sensitive Data" shall include confidential informant files, personnel files, and other
19 documents or data specifically designated as "Sensitive Data" in this Agreement. The City shall
20 cooperate with the Monitor to allow access to Sensitive Data for review in a reasonable manner that is
21 consistent with the Monitor's responsibilities and schedule. The Monitor shall treat copies of TEAMS II
22 information and data as "non-public information," as defined in paragraph 168(a).
23

24 168. All documents provided to the Monitor, whether by the City, Department, or DOJ, shall
25 be maintained in a confidential manner. Sensitive Data, and "non-public information" as defined in
26 subpart (a) of this paragraph, whether obtained from the City, Department or DOJ, shall not be
27

1 disclosed by the Monitor to any person or entity, other than (i) to the DOJ, (ii) to the Court either under
2 Seal or consistent with paragraphs 169, 170 or 173 or (iii) as consistent with subpart (a) of this
3 paragraph.
4

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

13 b. Other than as expressly provided in this Agreement, this Agreement shall not be
14 deemed a waiver of any privilege or right the City or the Department may assert,
15 including those recognized at common law or created by statute, rule or regulation,
16 against any other person or entity with respect to the disclosure of any document.
17

18 169. The Monitor shall have access to any City employee medical or BSS records only
19 under the following circumstances:
20

21 a. The Monitor shall have direct access to City employee medical or BSS records,
22 if permission for such access is granted by the applicable employee or the information
23 from such records is otherwise contained in investigative files.
24

25 b. For any other City employee medical or BSS records reasonably necessary to
26 carry out the duties assigned to the Monitor by this Agreement, the Monitor shall notify
27

1 in writing the DOJ and the City of the need for such documents, and the City shall so
2 notify the affected employee. Either the DOJ, the City, or the affected employee may,
3 and the City shall if requested by the affected employee, notify in writing the Monitor
4 within ten days (excluding weekends, and federal or state holidays) of any objection they
5 may have to such access. If the parties, the Monitor, and, where applicable, the affected
6 employee are unable to resolve any such objection, and the Monitor continues to believe
7 that the documents in question are reasonably necessary to assist the Monitor, the
8 Monitor may seek Court authorization for access to such documents, subject to any
9 appropriate protective orders. The City shall assert applicable defenses and privileges
10 from disclosure and protections of such records for the City and the affected employee.
11 Any documents obtained by this procedure shall be treated as "Sensitive Data."
12

13 170. The Monitor shall have direct access to all documents in criminal investigation files that
14 have been closed by the LAPD. The Monitor shall also have direct access to all arrest reports,
15 warrants, and warrant applications whether or not contained in open criminal investigation files; where
16 practicable arrest reports, warrants and warrant applications shall be obtained from sources other than
17 open criminal investigation files.
18

19 a. The Monitor shall have access as Sensitive Data to documents prepared for and
20 contained solely in open criminal investigations of LAPD employees reasonably
21 necessary to monitor compliance with paragraph 67 (other than arrest reports, warrants
22 and warrant applications, which shall be subject to the general access provisions).

23 Except as provided in subpart (b) of this paragraph, the Monitor shall not have access to
24 any other documents in criminal investigations files that have been open for less than ten
25 months.
26

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

15 171. The access provisions of the previous paragraphs do not apply to documents contained
16 solely in Anti-Terrorist Division (“ATD”) files, or solely in intelligence files or investigative notes files or
17 similar files of joint task forces with other law enforcement agencies.
18

19 172. The Department shall provide the Monitor with (i) copies of all reports of specified
20 audits, sting audits, audits or reports pursuant to paragraphs 88, 89 (including Police Commission
21 documentation), 111, 113, 125, 126, 133, 134 and the Quarterly Audit Reports required by paragraph
22 124, within ten days after receipt by the Commission, and (ii) copies of the Annual Audit Plan, within
23 ten days after approval by the Commission.
24

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

13
14 174. Except as required or authorized by the terms of this Agreement, the parties acting
15 together, or by the Court: the Monitor shall not make any public statements or issue findings with regard
16 to any act or omission of the City, or its agents, representatives, or employees; or disclose Sensitive
17 Data or non-public information provided to the Monitor pursuant to the Agreement. The Monitor shall
18 not testify in any other litigation or proceeding with regard to any act or omission of the City, the
19 Department, or any of their agents, representatives, or employees related to this Agreement or regarding
20 any matter or subject that the Monitor may have received knowledge of as a result of his or her
21 performance under this Agreement. Unless such conflict is waived by the parties, the Monitor shall not
22 accept employment or provide consulting services that would present a conflict of interest with the
23 Monitor's responsibilities under this Agreement, including being retained (on a paid or unpaid basis) by
24 any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a
25 claim or suit against the City or its departments, officers, agents or employees. The Monitor, as an agent
26 of the Court, is not a state or local agency, or an agent thereof, and accordingly the records maintained

1 by the Monitor shall not be deemed public records subject to public inspection within the meaning of
2 California Government Code Sec. 6250 et seq. The Monitor shall not be liable for any claim, lawsuit, or
3 demand arising out of the Monitor's performance pursuant to this Agreement. Provided, however, that
4 this paragraph does not apply to any proceeding before this Court related to performance of contracts
5 or subcontracts for monitoring this Agreement.

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

2
3 A. City Reports and Records

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

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

19
20 177. Within a reasonable time following notice to the City or the Department, as applicable,
21 the DOJ shall have access to all City staff, facilities and documents reasonably necessary to enable the
22 DOJ to evaluate compliance with the Agreement, except that, absent Court order, access to any such
23 staff, facilities and documents shall be limited to the same extent the Monitor's access is limited under
24 paragraphs 163, 165, 166, 167, 168, 169, 170, and 171 and as to any such documents protected by
25 the attorney-client privilege shall be consistent with the requirements of those paragraphs. DOJ shall
26 retain any Sensitive Data and non-public information in a confidential manner and shall not disclose any

1 Sensitive Data or non-public information to any person or entity, other than the Court or the Monitor,
2 absent written notice to the City and either written consent by the City or a court order authorizing
3 disclosure. In the event that DOJ intends to introduce Sensitive Data or non-public information to the
4 Court, DOJ shall provide reasonable notice to the City.

5
6 B. Implementation

7
8 178. This Agreement shall become effective on entry by the Court. The City shall implement
9 immediately all provisions of this Agreement which involve the continuation of current Department
10 policies, procedures, and practices. The City shall implement as soon as reasonably practicable and no
11 later than 120 days after the effective date of this Agreement, the following provisions: paragraphs 57,
12 61, 73, 76, 79, 80 (subparts b through g inclusive), 82, 85, 86, 91, 101, 140, 145, 147, 148, 149, 150,
13 and 153. The remaining provisions shall be implemented either by the specified implementation date or,
14 for those provisions that have no specified implementation date, as soon as is reasonably practicable and
15 no later than July 1, 2001. Provisions of this Agreement which require the use of TEAMS II shall
16 become operable upon the implementation of TEAMS II pursuant to paragraphs 50 (d) and (e).

17
18 179. The Court shall retain jurisdiction of this action for all purposes during the term of this
19 Agreement. The Agreement shall terminate five years from the effective date without further action of
20 the Court unless DOJ makes a motion to extend the term of the Agreement, which motion shall extend
21 the term of the Agreement until the resolution of such motion. Such motion shall be made within 45 days
22 prior to the expiration of the term of the Agreement. If the City contests the motion, the Court shall hold
23 a hearing at which both parties may present evidence to the Court before ruling on the DOJ's motion.
24 At the hearing, the burden shall be on the City to demonstrate that it has substantially complied with each
25 of the provisions of the Agreement and maintained substantial compliance for at least two years. For the
26 purposes of this paragraph, "substantial compliance" means there has been performance of the material

1 terms of this Agreement. Materiality shall be determined by reference to the overall objectives of this
2 Agreement. Noncompliance with mere technicalities, or temporary failure to comply during a period of
3 otherwise sustained compliance, will not constitute failure to maintain substantial compliance. At the
4 same time, temporary compliance during a period of otherwise sustained noncompliance shall not
5 constitute substantial compliance. If the Court finds that the City has not maintained substantial
6 compliance for at least two years, the Court shall extend the term of this Agreement until such time as the
7 City has been in substantial compliance with this Agreement for a period of two years including that
8 period of time that the City had been in compliance prior to DOJ's motion.
9

10 180. The City and the DOJ may jointly stipulate to make changes, modifications and
11 amendments to this Agreement, which shall be effective, absent further action from the Court, 45 days
12 after a joint motion has been filed with the Court.
13

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

21 182. If any unforeseen circumstance occurs which causes a failure to timely carry out any
22 requirements of this Agreement, the City shall notify the DOJ in writing within 20 calendar days of the
23 time that the City becomes aware of the unforeseen circumstance and its impact on the City's ability to
24 perform under the Agreement. The notice shall describe the cause of the failure to perform and the
25 measures taken to prevent or minimize the failure. The City shall implement all reasonable measures to
26 avoid or minimize any such failure.
27
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1 identify provisions identified pursuant to subpart (a) of this paragraph that are scheduled
2 for implementation within 45 days. With regard to a matter that is not a subject of
3 mandatory bargaining, the City shall not propose or enter into any such agreement with a
4 bargaining unit that will adversely affect the City's timely implementation of this
5 Agreement. With regard to all such agreements with a bargaining unit and all such
6 unilateral actions, the City shall not make them effective before the expiration of 45 days
7 after such proposed agreement or unilateral action is reported to the Court and DOJ.
8 The time for implementation of any provisions of this Agreement affected by such
9 agreement with a bargaining unit concerning a mandatory subject of bargaining or such
10 unilateral action shall be extended for such 45-day period. Upon receipt by DOJ of any
11 such proposed agreement or unilateral action, the parties shall consult to determine
12 whether, and if so to what extent, such proposed agreement or unilateral action would
13 adversely affect the City's ability timely to implement any provision(s) of this Agreement.
14 If the parties determine that implementation of such proposed agreement or unilateral
15 action would not significantly impact the City's ability to implement the affected
16 provision(s) of this Agreement, DOJ shall waive some or all of such 45-day period, and
17 the City shall initiate such implementation. If such determination is not made, the parties
18 shall discuss appropriate clarifications or modifications to this Agreement. Where the
19 parties believe that a modification of this Agreement is appropriate, they shall present
20 such modification to the Court for its consideration pursuant to paragraph 180, and the
21 implementation date for the affected provision(s) of this Agreement shall be extended
22 while the matter is before the Court unless the Court orders earlier implementation. Any
23 motion concerning a proposed bargaining agreement or unilateral action shall be brought
24 during the 45-day period and shall not be governed by the notice requirements of
25 paragraph 186.

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

13
14 d. In ruling on a motion under this paragraph, paragraph 8, or in regard to any meet
15 and confer issue identified pursuant to subpart (a) of this paragraph, the Court shall
16 consider, *inter alia*, whether the City's proposed agreements with the applicable
17 bargaining units or proposed unilateral actions that address provision(s) of this
18 Agreement are consistent with the objectives underlying such provision(s) and whether
19 the City has satisfied its labor relations obligations under state and local law. On any
20 such motion, if the City has engaged in good faith efforts (including consideration of the
21 manner in which the City carried out any applicable meet and confer or consulting
22 obligations) to be able to implement this Agreement in a timely manner, the City (i) shall
23 not be in contempt or liable for any other penalties, and (ii) may be potentially held in
24 breach for such provision(s) only for the limited purpose of the issuance of declaratory
25 or injunctive remedies (including specific performance), but may not be regarded as in
26 breach for any other purpose.

1 e. In the event that DOJ believes the meet and confer process, consultation, or any
2 such proposed agreements with the applicable bargaining units or unilateral actions
3 resulting from the meet and confer process, will impair the City's ability to implement
4 one or more material provision of this Agreement, the DOJ may alternatively file a
5 motion seeking to dissolve this Agreement, which motion shall be granted if the Court
6 finds that the meet and confer process, consultation, or such proposed bargaining
7 agreements with the applicable bargaining units or such proposed unilateral actions will
8 preclude meaningful implementation of one or more material provisions of this
9 Agreement as contemplated on the date the DOJ's Complaint was filed. Should the
10 Court grant a motion by the DOJ to dissolve this Agreement, the DOJ may commence
11 litigation in this case to seek relief based on its Complaint.
12

13 f. The term "unilateral action" shall mean an action taken by the City as
14 management at the conclusion of the meet and confer process on a mandatory subject of
15 bargaining to implement its last, best, and final offer where (i) agreement could not be
16 reached in the negotiations, (ii) any required impasse resolution procedure has been
17 followed, and (iii) management has decided to make a unilateral implementation at the
18 point of ultimate impasse.
19

20 185. If there is a significant change in a state law that impairs or impedes the City's ability to
21 implement this Agreement then each of the parties reserve the right to seek declaratory or other relief
22 from the Court regarding implementation of the affected provisions of this Agreement in light of the
23 change in state law.
24

25 186. Before the DOJ pursues any remedy with the Court based upon the City's,
26 Department's or LAPD's failure to fulfill an obligation under this Agreement, DOJ shall give written
27
28

1 notice of such failure to the City. Except as set forth below, the City shall have 45 days from receipt of
2 such notice to cure or cause the cure of such default. If such default continues beyond 45 days following
3 notice of default, DOJ may, upon three days notice to the City (excluding weekends, federal or state
4 holidays), at its election seek a remedy from the Court. Provided, however, that the City shall have only
5 seven days, excluding weekends, federal or state holidays, to cure or cause the cure of any failure to
6 fulfill an obligation that relates to the provisions of this Agreement regarding access to City or
7 Department staff, facilities, or documents, or copies of such documents. If such default continues
8 beyond the seven-day period following notice of default, DOJ may, at its election, immediately seek a
9 remedy from the Court. The notice to be given under this paragraph shall be given by DOJ to the City
10 Attorney on behalf of the City and the City Attorney shall provide copies to the Chief Legislative Analyst
11 and the Chief of Staff to the Mayor.

12
13 187. The parties agree to defend the provisions of this Agreement. The parties shall notify
14 each other of any court or administrative challenge to this Agreement. In the event any provision of this
15 Agreement is challenged in any local or state court, removal to a federal court shall be sought by the
16 parties.

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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4 JANET RENO
Attorney General

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BILL LANN LEE
Assistant Attorney General
Civil Rights Division

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STEVEN H. ROSENBAUM
Chief
Special Litigation Section
Civil Rights Division

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DONNA M. MURPHY
Special Counsel
Special Litigation Section
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202/307-1388

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 APPROVED AS TO FORM
5 AND LEGALITY

6 JAMES K. HAHN
7 City Attorney

8 RICHARD RIORDAN
9 Mayor

10 JOHN FERRARRO
11 President of City Council

12
13
14 SO ORDERED this _____ day of _____, ____.

15 UNITED STATES DISTRICT JUDGE
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