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Paragraphs 1 through 8, 10, 11, and 13 are the DOJ's proposal for consent decree language. The City's Negotiating Team has agreed to paragraphs 9 and 12. The City's Negotiating Team's proposal has not yet addressed the form of the Agreement.

I. INTRODUCTION

A. DOJ Proposed Consent Decree Provisions

1. Plaintiff United States and Defendants City of Los Angeles, a municipality in the State of California, City of Los Angeles Board of Police Commissioners, and the Los Angeles Police Department (collectively "the City defendants") share a mutual interest in promoting effective and respectful policing. The United States and the City defendants join together in entering this settlement in order to promote police integrity and prevent conduct that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States.

2. In its Complaint, the United States alleges that the Los Angeles, California Police Department ("LAPD") is violating 42 U.S.C. § 14141 by engaging in a pattern or practice of unconstitutional or otherwise unlawful conduct that has been made possible by the failure of the City of Los Angeles to adopt and implement proper management practices and procedures. In making these allegations, the United States recognizes that the majority of Los Angeles police officers perform their difficult jobs in a lawful manner.

3. The City defendants deny the allegations in the Complaint. Nothing in this Agreement shall be construed as an admission or evidence of liability under 42 U.S.C. § 1983.

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

5. This Agreement resolves all claims in the United States' Complaint filed in this case.

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

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

8. Nothing in this Agreement shall be construed to impair the right of any person or organization to seek relief against the City defendants for their conduct or the conduct of LAPD officers.

9. Nothing in this Agreement is intended to alter the existing collective bargaining agreements between the City of Los Angeles and LAPD employees. Nor is it intended to impair the collective bargaining rights of those employees under state law.

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

11. This Agreement is binding upon the United States and on the City defendants, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the parties.

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

13. The City defendants, by and through their officials, agents, employees, and successors, are enjoined from engaging in a pattern or practice of conduct by law enforcement officers of the LAPD that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States. This paragraph does not apply to the City of Los Angeles' employment policies, practices, or procedures.

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B. Definitions

14. The terms "document" and "record" include all "writings and recordings" as defined by Federal Rules of Evidence Rule 1001(1). **(City's Negotiating Team is considering).**

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

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

17. The term "LAPD unit" means any officially designated organization of officers within the LAPD, including Bureaus, Areas, Divisions, Groups, Sections, and specialized units.

18. The term "manager" means an LAPD supervisor at the rank of captain or above.

19. The term "misconduct complaint" means any allegation by a member of the public or LAPD officer that an LAPD officer engaged in misconduct and shall include all complaints filed on Complaint Form 1.28. A misconduct complaint may be initiated by any of the methods set forth in Paragraph 73. For purposes of this Agreement, the term misconduct complaint does not include any allegation of employment discrimination.

20. The term "complainant" means any person who files a misconduct complaint against an officer or the LAPD.

21. The term "non-disciplinary action" refers to action taken by an LAPD supervisor to enable or encourage an officer to modify his or her performance. It may include: oral or written counseling; training; increased field supervision for a specified time period; mandatory professional assistance, evaluation or referral to the LAPD Employee Assistance Program; a change of an officer's partner; or a reassignment or transfer.

22. The term "City" means the City of Los Angeles acting through the Mayor of Los Angeles and the Los Angeles City Council.

23. The term "LAPD" means the Chief of Police of the Department and all employees under his or her command.

24. The term "LAPD employee" means any employee under the command of the Chief of Police, including civilian employees.

25. The terms "Police Commission" or "Commission" mean the Los Angeles Board of Police Commissioners, as established in the Charter.

26. The term "Department" means the Los Angeles Police Department, a constituent department of the City of Los Angeles, as defined in the Charter, and includes the LAPD and the Police Commission.

27. The term "Inspector General" means the Office of the Inspector General, as established in the Charter.

28. **(OPEN issues).** The term "Categorical Uses of Force" means (i) all incidents involving the use of deadly force by an LAPD officer ("OIS"); (ii) all uses of an upper body control hold by an LAPD officer and can include the use of a modified carotid, full carotid or locked carotid; (iii) all uses of non-lethal or less lethal uses of force by an LAPD officer resulting in an injury requiring hospitalization, commonly referred to as a law enforcement related injury or LERI incident; **DOJ language:** (iv) all uses of force resulting in skeletal fractures; (v) all head strikes with an impact weapon; **(City's Negotiating Team has not agreed with iv and v, and proposes language in paragraphs 136 and 142)** (vi) all other uses of force by an LAPD officer resulting in a death, commonly known as a law enforcement activity related death or LEARD incident; and (vii) all deaths while the arrestee or detainee is in the custodial care of the LAPD, commonly referred to as an in-custody death or ICD. In addition, under current LAPD policy, a canine bite is not a use of force. However, for purposes of this Agreement only, a Categorical Use of Force shall include all incidents where a member of the public is bitten by a canine assigned to the LAPD and where hospitalizations is required.

29. The term "motor vehicle stop" means any instance where an LAPD officer directs a civilian operating a motor vehicle of any type to stop and the driver is detained for any period of time. Such term does not include checkpoint stops, roadblock stops, or commercial vehicle inspection stops.

30. The term "Charter" means the Los Angeles City Charter, as may be amended from time to time.

31. The term "including" means "including, but not limited to."

32. The term "DOJ" means the United States Department of Justice and its agents and employees. In this action, the DOJ represents the United States of America.

33. The term "Complaint Form 1.28 investigations" means all administrative investigations of misconduct complaints by the LAPD.

34. The term "sting audits" means those audits described in paragraph 95.

35. The term "effective date" means _____.

36. The term "specified audit" means those audits required under Section VI, and

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paragraphs 95, 135, 136, 138, 140, 142, 143, 144 of this Agreement.

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II. MANAGEMENT AND SUPERVISORY MEASURES TO PROMOTE CIVIL RIGHTS INTEGRITY

A. TEAMS II [Computer Information System]

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

38. The Commission, the Inspector General, and the Chief of Police shall each have equal and full access to TEAMS II, and may each use TEAMS II to its fullest capabilities in performing their duties and responsibilities, subject to restrictions on use of information contained in applicable law. To the extent that highly sensitive information is contained in TEAMS II, the Commission may impose an identical access restriction on itself and the Inspector General to such information, provided that no such access restriction may in any way impair or impede implementation of this Agreement. The Department shall establish a policy with respect to granting or limiting access to TEAMS II by all other persons, including the staff of the Commission and the Inspector General.

39. The City may develop TEAMS II either by (a) purchasing or licensing an existing law enforcement information system, and adapting it to the requirements of this Agreement and the needs of the Department, or (b) programming a new system.

40. **OPEN issues.** TEAMS II shall contain information on the following matters: (a) all non-lethal uses of force that are required to be reported in LAPD "use of force" reports or otherwise are the subject of an administrative investigation by the Department; (b) all instances in which a police canine bites a member of the public; (c) all officer-involved shootings and firearms discharges, both on-duty and off-duty (excluding training or target range shootings, authorized ballistic testing, legal sport shooting events, or those incidents that occur off-duty in connection with the recreational use of firearms where no person is hit by the discharge); (d) all other lethal uses of force; (e) all other injuries and deaths that are reviewed by the LAPD Use of Force Review Board (or otherwise are the subject of an administrative investigation); (f) all vehicle pursuits and traffic collisions; (g) all Complaint Form 1.28 investigations; (h) with respect to the foregoing clauses (a) through (g), the results of adjudication of all investigations (whether criminal or administrative) and discipline imposed or non-disciplinary action taken; (i) all written compliments received by the LAPD about officer performance; (j) all commendations and awards; (k) all criminal arrests and investigations known to LAPD of, and all charges against, LAPD employees; (l) all civil or administrative claims and lawsuits, resulting from LAPD operations, known by the City (**DOJ: this needs to be broader than 'city' in the definitions section**) and filed against the City, the Department or an officer of the LAPD; (m) all

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civil lawsuits against LAPD officers which are required to be reported to the LAPD pursuant to paragraph 91; **DOJ language:** (n) all arrest reports, crime reports, and citations made by officers, and all warrantless searches, traffic stops and pedestrian stops (**City's Negotiating Team has not agreed with that part of n beginning with warrantless searches**) that are required to be documented pursuant to paragraphs 108-111; (o) assignment and rank history, and information from performance evaluations for each officer; (p) training history and any failure of an officer to meet weapons qualification requirements; and (q) all management and supervisory actions taken pursuant to a review of TEAMS II information, including non-disciplinary actions. TEAMS II further shall include, for the incidents included in the database, appropriate additional information about involved officers (*e.g.*, name and serial number), and appropriate information about the involved members of the public (*e.g.* demographic information). Additional information on officers involved in incidents (*e.g.*, work assignment, officer partner, field supervisor, and shift at the time of the incident) shall be determinable from TEAMS II.

41. **OPEN issue.** The Department shall prepare and implement a plan for inputting historical data into TEAMS II (the "Data Input Plan"). The City shall have flexibility in determining the most cost effective, reliable and time sensitive means for inputting such data, which may include conversion of existing computerized databases. The Data Input Plan will identify the data to be included and the means for inputting such data (whether conversion or otherwise), the specific fields of information to be included, the past time periods for which information is to be included, the deadlines for inputting the data, and will assign responsibility

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for the input of the data. The City will use reasonable efforts to include historical data that are to up-to-date and complete in TEAMS II. The amount, type and scope of historical data to be included in TEAMS II shall be determined by the City, after consultation with the DOJ, on the basis of the availability of such data on existing computer systems, the cost of obtaining or converting such data, and the impact including or not including such data will have on the overall ability of the Department to both use TEAMS II as an effective tool to manage at-risk behavior.

City's Negotiating Team language: In developing the Data Input Plan, consideration also shall be given to the impact that including or not including particular data, and the means for inputting data, will have on the City's ability to meet its obligations under paragraph 49 (DOJ cannot respond until TEAMS II implementation schedule is established).

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

43. Where information about a single incident is entered in TEAMS II from more than one document (e.g., from a complaint investigation and a "use of force" report), TEAMS II shall use a common control number or other, equally effective means to link the information from different sources so that the user can cross-reference the information and perform analyses. Similarly, all personally identifiable information relating to LAPD officers shall contain the badge or other employee identification number of the officer to allow for linking and cross-referencing information.

44. **OPEN issue. DOJ language:** The City shall prepare a design document for TEAMS II that sets forth in detail the City's plan for ensuring that the requirements of paragraphs 40, 42, and 43 are met. The City shall prepare this document in consultation with the DOJ and the Independent Monitor, and shall obtain approval for the document (and any modifications to the document) from the DOJ. **(The City's Negotiating Team has not agreed with DOJ approval, Monitor role)**

45. **OPEN issue. DOJ language:** The Department shall develop and implement a protocol for using TEAMS II, for purposes including supervising and auditing the performance of specific officers, supervisors, managers, and LAPD units, as well as the LAPD as a whole. The City shall prepare this protocol in consultation with the DOJ and the Independent Monitor, and shall obtain approval for the protocol (and any modifications to the protocol) from the DOJ. **(City's Negotiating Team has not agreed with DOJ approval and Monitor role)**

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

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

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

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

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

these reviews.

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

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

g. The protocol shall require that all relevant and appropriate information in TEAMS II be taken into account when selecting officers for assignment to OHB, units covered by paragraph 112, pay grade advancement, promotion, assignment as an IAG investigator or as a Field Training Officer, or when preparing annual personnel evaluations. Complaints and portions of complaints determined to be unfounded or exonerated, shall not be used in making punitive or promotional decisions, consistent with California Penal Code § 832.5, and TEAMS II shall reflect this limitation by excluding such complaints and portions of complaints from the information that is retrieved by a query or report regarding a punitive or promotional decision. Supervisors and managers shall be required to document their consideration of any sustained administrative investigation, adverse judicial finding, or discipline against an officer in each case for excessive force, false

arrest or charge, improper search or seizure, sexual harassment, discrimination, or dishonesty in determining when such officer is selected for assignment to OHB, units covered by paragraph 112, pay grade advancement promotion, assignment as an IAG investigator or as a Field Training Officer, when preparing annual personnel evaluations.

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

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

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

k. The protocol shall require regular review by appropriate managers of all relevant TEAMS II information to evaluate officer performance citywide, and to

evaluate and make appropriate comparisons regarding the performance of all LAPD units in order to identify any patterns or series of incidents that may indicate at-risk behavior. These evaluations shall include evaluating the performance over time of individual units, and comparing the performance of units with similar responsibilities.

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

m. The protocol shall require that whenever an officer transfers into a new Division or Area, the Commanding officer of that Division or Area shall promptly cause the transferred officer's TEAMS II record to be reviewed and evaluated by the transferred officer's watch commander or supervisor. This shall not apply to probationary Police Officer 1.

47. The LAPD shall train managers and supervisors, consistent with their authority, to use TEAMS II to address at-risk behavior and to implement the protocol described in paragraphs 45 and 46.

48. **OPEN issue. DOJ language:** The City shall maintain all personally identifiable information about an officer included in TEAMS II during the officer's employment with the

LAPD and for at least three years thereafter (unless otherwise required by law to be maintained for a longer period). Information necessary for aggregate statistical analysis shall be maintained indefinitely in TEAMS II. The City shall make all reasonable efforts to enter information in TEAMS II in a timely, accurate, and complete manner, and to maintain the data in a secure and confidential manner consistent with applicable access rules as established pursuant to paragraph 38.

49. **OPEN issue.** TEAMS II shall be developed and implemented according to the following schedule: **(City's Negotiating Team needs to hear back from TEAMS II contractor on schedule; City's Negotiating Team has not agreed on issue of DOJ/Monitor approval)**

a. Within 30 days of the effective date of this Agreement, the City shall notify the DOJ and the Independent Monitor (if selected) in writing of its decision whether to develop TEAMS II as a new system, or to purchase/license and adapt an existing law enforcement information system.

b. Within 120 days of the effective date of this Agreement, the City shall obtain approval for the design document required by ¶ ____, and the protocol for using TEAMS II required by ¶ _____. The City shall share all drafts of the documents with the DOJ and the Independent Monitor to allow the DOJ and the

Monitor to become familiar with the documents as they develop and to provide informal comments on them. The City, the DOJ, and the Independent Monitor shall together seek to ensure that the design document and protocol receive final approval within 60 days after they are presented for approval.

c. Within 12 months of the effective date of this Agreement, the City shall have a complete beta version of TEAMS II programmed and operational for testing. The DOJ and the Monitor shall have the opportunity to participate in testing the beta version of TEAMS II and to offer comments.

d. Within 14 months of the effective date of this agreement, TEAMS II, and the protocol for using TEAMS II, shall be implemented fully.

50. **OPEN issue. DOJ language:** Prior to the time that TEAMS II is implemented, LAPD supervisors and managers shall implement, to the extent reasonably possible, all provisions of this Agreement that require use of TEAMS II data by utilizing existing LAPD databases, compilations of information, and documents. **(City's Negotiating Team has not agreed on this issue.)**

51. Following the initial implementation of TEAMS II, and as experience and the availability of new technology may warrant, the City **(DOJ: this needs to be broader than definition)** may add, subtract, or modify data tables and fields, modify the list of documents electronically attached, and add, subtract, or modify standardized reports and queries. The City

(DOJ: this needs to be broader than the definition) shall consult with the DOJ and the Monitor before subtracting or modifying any data tables or data fields, or modifying the list of documents to be electronically attached, and make all reasonable modifications to the proposed alterations based on any objections by the DOJ or the Monitor.

B. Management and Coordination of Risk Assessment Responsibilities

52. The LAPD shall designate a unit within the Human Resources Bureau that is responsible for developing, implementing, and coordinating LAPD-wide risk assessments. Such unit shall be responsible for the operation of TEAMS II, and for ensuring that information is entered into and maintained in TEAMS II in accordance with this Agreement. Such unit further shall provide assistance to managers and supervisors who are using TEAMS II to perform the tasks required hereunder and in the protocol adopted pursuant to paragraph 45 - 46 above, and shall be responsible for ensuring that appropriate standardized reports and queries are programmed to provide the information necessary to perform these tasks. Nothing in this Agreement shall preclude such unit from also having the responsibility for providing investigative support and liaison with the Office of the City Attorney.

C. Performance Evaluation System

53. The City shall implement a plan for all LAPD sworn employees, that ensures that annual performance evaluations are prepared for all LAPD sworn employees that accurately

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reflect the quality of each sworn employee's performance, including with respect to: (a) civil rights integrity and the employee's community policing efforts (commensurate with the employee's duties and responsibilities); (b) managers' and supervisors' performance in addressing at-risk behavior; (c) managers' and supervisors' response to and review of Categorical and Non-Categorical Use of Force incidents, review of arrest, booking, and charging decisions and review of requests for warrants and affidavits to support warrant applications. The plan shall include provisions to add factors to employees' job descriptions, where applicable.

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

54. Within six months of the effective date of this Agreement, all Categorical Use of Force administrative investigations formerly conducted by the Robbery Homicide Division ("RHD") or the Detectives Headquarters Division ("DHD") shall be conducted by a unit assigned to the Operations Headquarters Bureau ("OHB"), which unit (the "OHB Unit") shall report directly to the commanding officer of OHB.

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

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

c. Investigators in this unit shall be trained in conducting administrative investigations as specified in para. [____], infra.

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

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

57. The LAPD shall continue to provide cooperation to the District Attorneys' Office personnel who arrive on the scene of the incident.

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

59. All involved officers and witness officers shall be separated immediately after an

OIS, and shall remain separated until all such officers have given statements or, in the case of involved officers, declined to give a statement.

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

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

62. **OPEN issue. DOJ language:** When a manager reviews and makes recommendations regarding discipline or non-disciplinary action as a result of a Categorical Use of Force, the manager will consider the officer's work history, including information contained in

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the TEAMS II system, and that officer's Categorical Use of Force history, including a review of the tactics the officer has used in past uses of force; provided, however, that complaints and portions of complaints determined to be unfounded or exonerated, shall not be used in making disciplinary, promotion or transfer decisions, consistent with California Penal Code § 832.5.

(City's Negotiating Team is considering the effect of including non-disciplinary actions).

63. The LAPD shall modify its current use of force report form as set forth in Attachment ____.

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

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

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

A. Searches and Seizures

67. **OPEN issue; DOJ language:** The City shall develop, submit for approval, and require a LAPD officer to complete, a written report each time the officer performs a search of a person or property without a warrant (excluding searches incident to arrests). The report shall include: the officer's name and badge number; the date, time, and location of the incident; a description of the incident; the specific type of search or seizure; a full description of the facts providing probable cause or reasonable suspicion for the search; whether the subject was asked

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to consent to any search and whether such consent was granted; the name, race, and gender of all persons involved in the search; whether any weapons, evidence, or contraband were found, and a brief description of such items; whether the individual involved in the search or seizure was arrested or cited, and if so, the charges; and the signatures and identification numbers of the officer and his or her immediate supervisor. The City shall design this form in a manner to make it easy to enter into the TEAMS II system. **(City's Negotiating Team has not agreed to DOJ language.)**

68. **OPEN issue; DOJ language:** Each warrantless search report prepared pursuant to ¶ [fill in] shall be reviewed by the reporting officer's chain of command, through and including the Bureau Commander, within one week of the incident. **(City's Negotiating Team has not agreed to DOJ language.)**

69. The Department shall continue its policy requiring all booking recommendations, as well as supporting arrest reports, to be personally reviewed and approved by a watch commander as to appropriateness, legality, and conformance with Department policies.

- a. Such review shall continue to entail a review for completeness of the information that is contained on the applicable forms and an authenticity review to include examining the form for "canned" language, inconsistent information, lack of articulation of the legal basis for the action or other indicia that the information

on the forms is not authentic or correct.

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

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

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

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

b. a review of the information on the application and affidavit where applicable to determine whether the warrant is appropriate, legal and in

conformance with LAPD procedure.

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

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

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

with these procedures.

B. Initiation, Investigation, and Adjudication of Certain Complaints

73. The Department shall continue to provide for the receipt of misconduct complaints as follows:

- a. in writing or verbally, in person, by mail, by telephone (or TDD), facsimile transmission, or by electronic mail;
- b. anonymous misconduct complaints;
- c. at LAPD headquarters, any LAPD station or substation, or the offices of the Police Commission or the Inspector General;
- d. distribution of misconduct complaint materials and self-addressed postage-paid envelopes in easily accessible City locations throughout Los Angeles and in languages to be understood complainants;
- e. distribution of the materials needed to file a misconduct complaint upon request to community groups, community centers, and public and private service

centers;

f. the assignment of a case number to a misconduct complaint;

g. continuation of a 24-hour toll-free telephone misconduct complaint hotline. Within six (6) months of the effective date of this Agreement, the Department shall record all calls made on this hotline.

h. **DOJ language:** In addition, the Department shall prohibit officers from asking or requiring a potential complainant to sign any form that in any manner limits or waives the ability of a civilian to file a police misconduct complaint with the LAPD or any other entity, including filing a lawsuit in court, or that states that adverse legal consequences may arise from filing a false or misleading complaint. **(City's Negotiating Team has not agreed.)**

74. The LAPD shall initiate a personnel complaint investigation (on Complaint Form 1.28) against any officer who fails to inform any civilian who indicates a desire to file a misconduct complaint of the means by which a misconduct complaint may be filed. The LAPD shall initiate a personnel complaint investigation (on Complaint Form 1.28) against any officer who allegedly refuses to accept a civilian misconduct complaint or attempts to dissuade a civilian from filing a misconduct complaint.

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

76. The Department shall continue to require all officers to notify without delay the LAPD of the following: the officer is arrested or criminally charged for any conduct; the officer is named as a party in any civil suit involving his or her conduct while on duty (or otherwise while acting in an official capacity); or the officer is named as a defendant in any civil suit that results in a temporary, preliminary, or final adjudication on the merits in favor of a plaintiff complaining of off-duty physical violence, threats of physical violence, or domestic violence by the officer.

77. The Department shall continue to require officers to report to the LAPD without delay (a) the officer's own use of force, in the manner required by Paragraphs 63 and 65; or (b) any conduct by other officers that reasonably appears to constitute (i) an excessive use of force or improper threat of force; (ii) a false arrest or filing of false charges; (iii) an unlawful search or seizure; (iv) invidious discrimination; (v) an intentional failure to complete forms required by LAPD policies and in accordance with procedures; (vi) an act of retaliation for complying with any LAPD policy or procedure; or (vii) an intentional provision of false information in a misconduct investigation or in any official report, log, or electronic transmittal of information. Officers shall report such alleged misconduct by fellow officers either directly to IAG or to a

supervisor who shall complete a Complaint Form 1.28. This requirement applies to officers as well as supervisors and managers who learn of evidence of possible misconduct through their review of an officer's work. Failure to voluntarily report as described in this paragraph shall be an offense subject to discipline if sustained.

C. Conduct of Investigations

78. In conducting all Categorical Use of Force investigations and Complaint Form 1.28 investigations, the LAPD shall, subject to and in conformance with applicable law:

- a. tape record or videotape interviews of complainants, involved officers, and witnesses;
- b. whenever practicable and appropriate and not inconsistent with good investigatory practices, such as canvassing a scene, interview complainants and witnesses at sites and times convenient for them, including at their residences or places of business;
- c. prohibit group interviews;
- d. notify involved officers and the supervisors of involved officers, except when LAPD deems the complaint to be confidential under the law;

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

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

h. identify and report in writing all inconsistencies in officer and witness interview statements gathered during the investigation

79. Supervisory investigations of Non-Categorical Uses of Force shall comply with subsections c, e, and f of paragraph 78.

80. If during the course of a Categorical Use of Force, Non-Categorical Use of Force or Complaint Form 1.28 investigation, the investigating officer has reason to believe that misconduct occurred other than that alleged by the complainant, the alleged victim of misconduct, or the triggering item or report, the investigating officer must notify a supervisor and a Complaint Form 1.28 investigation of the additional misconduct issue shall be conducted as well.

81. Subject to restrictions on use of information contained in applicable law, the OHB Unit investigating Categorical Uses of Force as described in paragraph 54 and IAG investigators investigating misconduct complaints as described in Paragraphs 91 and 92, shall have access to

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all information contained in TEAMS II, including training records, complaint and discipline histories, and performance evaluations, where such information is relevant and appropriate to such investigations.

D. Adjudicating Investigations

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

83. **OPEN issue. DOJ language:** The LAPD shall adjudicate all misconduct complaints using a preponderance of the evidence standard. Wherever possible based on the evidence collected in the investigation, complaints shall be adjudicated as "sustained,"

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“sustained-no penalty,” “not resolved,” “unfounded,” “exonerated,” “duplicate,” or “no Department employee.” In no case may an investigation be closed without a final adjudication. The Inspector General shall annually audit IAG misconduct investigations closed with an adjudication other than “sustained,” “sustained – no penalty,” “not resolved,” “unfounded,” “exonerated,” “duplicate,” or “no Department employee.” Such audit shall analyze the sufficiency of these investigations and the appropriateness of their dispositions. **(City’s Negotiating Team proposes “The LAPD shall not close any misconduct investigation without rendering a disposition.” City’s Negotiating Team also notes that Inspector General audits are addressed in other paragraphs.)**

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

85. All investigations of misconduct complaints shall be completed in a timely manner taking into account the investigation’s complexity, the availability of evidence, and the factors outlined in California Government Code Sec. 3304(d) or similar factors outlined in other applicable statutes of limitations. The parties expect that, taking into account these factors, most investigations shall be completed within five months.

E. Discipline & Non-Disciplinary Action

86. The Chief of Police, no later than forty-five calendar days following the end of each calendar quarter, shall report to the Commission, with a copy to the Inspector General, on the imposition of discipline during such quarter (the "Discipline Report"). The Chief of Police shall provide the first such report to the Police Commission by February 15, 2001, and such report shall provide the information listed below for the period from the effective date of this Agreement until December 31, 2000; thereafter such report will be provided on a calendar quarter basis. Such report shall contain: (i) a description of all discipline imposed during such quarter together with a description of the conduct resulting in discipline, and determinations made by the Board of Rights with respect to such conduct, (ii) a written explanation of any reduction in penalty from that prescribed by the Board of Rights, (iii) a description of all discipline and non-disciplinary actions for each Categorical Use of Force the Commission has determined was out of policy; and (iv) a written explanation following the Chief of Police's final determination regarding the imposition of discipline, when discipline has not been imposed (other than exoneration by the Board of Rights) and the following has occurred: any officer who enters a guilty plea or is found guilty in a criminal case; any officer against whom a misconduct administrative investigation is sustained; and any officer found civilly liable by a judge or jury of conduct committed on duty or while acting in his or her official capacity, or whose conduct is the basis for the City being found civilly liable by a judge or jury.

The Inspector General shall review, analyze and report to the Commission on each

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Discipline Report, including the circumstances under which discipline was imposed and the severity of any discipline imposed. The Commission, no later than forty-five days after receipt of the Discipline Report, following consultation with the Chief of Police, shall review the Discipline Report and document the Commission's assessment of the appropriateness of the actions of the Chief of Police described in the Discipline Report. Such assessment and documentation with respect to Categorical Uses of Force that the Commission has determined to be out of policy shall be made on an individual Categorical Use of Force basis. Such assessment documentation shall be considered as part of the Chief's annual evaluation as provided in paragraph 88.

87. The LAPD shall continue its practice of having managers evaluate all misconduct complaint investigations to identify underlying problems and training needs. After such evaluations the manager shall implement appropriate non-disciplinary actions or make a recommendation to the proper LAPD entity to implement such actions.

88. Under the Charter, the Commission is required to conduct an annual review of the Chief of Police. Such a review is intended to be an overall assessment of the Chief of Police's performance as the chief administrative officer of the LAPD, including as it relates to satisfaction of universal performance goals applicable to chief administrative officers, budgeting goals and other goals determined by the Commission. In conducting such review, the Commission shall also consider the Police Chief's responses to use of force incidents and complaints of officer

misconduct, assessment and imposition of discipline and those matters described in paragraphs 64, 86, 112, 133, 134, and ?.

89. After a misconduct complaint is resolved by the LAPD, the LAPD shall inform the complainant of the resolution, in writing, including the investigation's significant dates, general allegations, and disposition.

90. The City shall prohibit retaliation in any form against any employee for reporting possible misconduct by any other employee of the LAPD.

F. Internal Affairs Group

91. **OPEN issue.** The City shall reallocate responsibility for misconduct complaint investigations between IAG and chain-of-command supervisors. **City's Negotiating Team language:** The City shall in FY 01-02 provide all necessary position authorities to fully implement this paragraph. Investigation responsibilities shall be transitioned as positions are filled. Prior to positions being filled, investigation responsibilities shall be transitioned commensurate with available resources. Positions will be filled and investigation responsibility transition shall be completed within 24 months of the effective date of the Agreement. **(DOJ response: add prioritize transition for IAG investigations for categories such as misconduct**

complaints against gang units and other unauthorized use of force complaints). Under this reallocation, IAG and not chain-of-command supervisors, shall investigate (i) all civil suits or claims for damages involving on duty conduct by LAPD officers or civil suits and claims involving off-duty conduct required to be reported under paragraph 76, and (ii) all misconduct complaints (on Complaint Form 1.28), against officers, which misconduct complaints allege:

- a. unauthorized uses of force, other than administrative Categorical Use of Force investigations (which shall be investigated by OHB as part of its investigation of the use of force);
- b. invidious discrimination (e.g., on the basis of race, ethnicity, gender, religion, national origin, sexual orientation, or disability), including improper ethnic remarks, and gender bias;
- c. unlawful search;
- d. unlawful seizure (including false imprisonment and false arrest);
- e. dishonesty;
- f. domestic violence;
- g. improper behavior involving narcotics or drugs;

- h. sexual misconduct;
- i. theft; and
- j. any act of retaliation or retribution against an officer or civilian.

92. In addition to the categories of misconduct allegations set forth in paragraph 91, IAG, and not supervisors, shall investigate the following:

- a. all incidents in which both (i) a civilian is charged by an officer with interfering with a police officer (California Penal Code § 148), resisting arrest, or disorderly conduct, and (ii) either the prosecutor's office notifies the Department it is dismissing the charge based upon officer credibility or a judge dismissed the charge based upon officer credibility.
- b. all incidents in which the Department has received written notification from a prosecuting agency in a criminal case that there has been an order suppressing evidence because of any constitutional violation or other misconduct by an LAPD officer, any other judicial finding of officer misconduct made in the course of a judicial proceeding or any request by a federal or state judge or magistrate that a misconduct investigation be initiated pursuant to some information developed during a judicial proceeding before a judge or magistrate. The LAPD shall request that all prosecuting agencies provide them with written

notification whenever the prosecuting agency has determined that any of the above has occurred;

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

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

93. Paragraphs 91 and 92 shall not apply to complaints lodged against the Chief of Police, which investigations shall be directed by the Commission as set forth in paragraph 159. Paragraphs 91 and 92 do not preclude IAG from undertaking such other investigations as the Department may determine.

94. IAG shall promptly review the "face sheet" of all misconduct complaints as they are received to determine whether they meet the criteria in paragraph 91 and 92 for being investigated by IAG or should be delegated to a non-IAG supervisor for investigation.

95. By July 1, 2001, the City shall develop and initiate a plan for organizing and executing regular, targeted, and random integrity audit checks, or "sting" operations to identify and investigate officers engaging in at-risk behavior, including without limitation, unlawful

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stops, searches, seizures (including false arrests), or uses of excessive force. These operations shall also seek to identify officers who discourage or fail to report misconduct or misconduct complaints (hereinafter "Sting Audits"). IAG shall be the unit within the LAPD responsible for these operations. The Department shall use the relevant TEAMS II data, and other relevant information, in selecting targets for these sting audits. Sting Audits shall be conducted for each subsequent fiscal year for the duration of this Agreement.

96. The OHB Unit shall have the capability to "roll out" to all Categorical Use of Force incidents 24 hours a day. The Department shall require immediate notification to the Chief of Police, OHB, the Commission and the Inspector General by the LAPD whenever there is a Categorical Use of Force. Upon receiving each such notification, an OHB Unit Investigator shall promptly respond to the scene of such Categorical Use of Force and commence his or her investigation. The senior OHB Unit manager present shall have overall command of the crime scene and investigation at the scene where multiple units are present to investigate a Categorical Use of Force incident.

97. The commanding officer of IAG shall select the staff who are hired and retained as IAG investigators and supervisors, subject to the applicable provisions of the City's civil service rules and regulations and collective bargaining agreements. Investigative experience shall be a desirable, but not a required, criterion for an IAG investigatory position. Officers who have a history of any sustained investigation or discipline received for the use of excessive force,

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a false arrest or charge, or an improper search or seizure, sexual harassment, discrimination or dishonesty shall be disqualified from IAG positions unless the IAG commanding officer justifies in writing the hiring of such officer despite such a history.

98. The Department shall establish a three-year term of duty for the IAG Sergeants, Detectives and Lieutenants who conduct investigations, and may reappoint an officer to a new term of duty only if the officer has performed in a competent manner. Such IAG investigators may be removed during their term of duty for acts or behaviors that would disqualify the officer from selection to IAG.

99. IAG investigators shall be evaluated based on their competency in following the policies and procedures for misconduct investigations. The LAPD shall provide regular and periodic re-training and re-evaluations on topics relevant to their duties.

100. The LAPD shall refer to the appropriate criminal prosecutorial authorities all incidents involving LAPD officers with facts indicating criminal conduct.

G. Traffic and Pedestrian Stops

1. Nondiscrimination Policy

(Paragraphs 101-104 are DOJ's proposal. Paragraphs 105-107 are City's Negotiating

Team's proposal)

DOJ PROPOSED LANGUAGE:

101. LAPD personnel shall not discriminate on the basis of race, color, ethnicity, national origin, gender, sexual orientation, or disability in conducting law enforcement activities. All motor vehicle and pedestrian stops and detentions by members of the LAPD shall be made on the basis of legitimate, articulable reasons consistent with the standards of either reasonable suspicion or probable cause, as warranted.

102. LAPD personnel may not use race, color, ethnicity, or national origin (to any extent or degree) in conducting any law enforcement activity, except (as set forth below in paragraphs 103-104) when engaging in appropriate suspect-specific activity to appropriately identify a particular person or group.

103. Where LAPD personnel are seeking one or more specific persons who have been identified or described in part by their race, color, ethnicity, or national origin, personnel may rely in part on race, color, ethnicity, or national origin in their search in combination with other appropriate identifying factors.

104. The other factors relied upon in combination with race, color, ethnicity, or national origin must be sufficiently specific such that, when all the identifying factors are

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considered, they define a reasonably specific sub-group of individuals of the particular race, color, ethnicity, or national origin group. The factors in addition to race, color, ethnicity, or national origin may include other personal identifying descriptors, descriptions of clothing or vehicle, and/or other limitations based on time and location. The Department shall continue to require that all motor vehicle stops and detentions by members of the LAPD be made on the basis of legitimate, articulable reasons consistent with the standards of reasonable suspicion and probable cause.

City's Negotiating Team's PROPOSED LANGUAGE:

105. The Department shall continue its policy of not invidiously discriminating on the basis of race, color, ethnicity, national origin, gender, sexual orientation, or disability in conducting law enforcement activities. The Department shall continue to require that all motor vehicle and pedestrian stops and detentions by members of the LAPD be made on the basis of legitimate, articulable reasons consistent with the standards of either reasonable suspicion or probable cause.

106. The Department shall continue its policy of not using race, color, ethnicity, or national origin as the sole factor in forming the conclusions of reasonable suspicion or probable cause. Under such policy, race, color, ethnicity, or national origin may be used for such purpose only when there are other individualized or particularized factors which - when taken together

with race, color, ethnicity, or national origin - rise to the level of either reasonable suspicion or probable cause.

107. The Department shall continue its policy of allowing race, color, ethnicity, or national origin to be used as a factor in attempting to identify persons or groups only where it is combined with other factors sufficiently specific such that, when all the identifying factors are considered, they define a reasonably specific sub-group of individuals or groups. Examples of factors that may be relevant in making an identification - in addition to race, color, ethnicity, or national origin including other personal identifying descriptors, descriptions of clothing or vehicle, and limitations based on time and location.

2. Traffic Stops and Pedestrian Stops

DOJ PROPOSAL ON TRAFFIC STOPS AT 108-109:

108. The City shall require LAPD officers to complete a written or electronic log each time an officer performs a traffic stop (*i.e.*, each time that an officer for any reason directs a motor vehicle stop.

109. The information to be collected on each traffic stop shall include: the officer's name and badge number; the date, time, duration, and location of the stop (including the LAPD Area); the state in which the vehicle is registered; the driver's gender, race/ethnicity, and date of

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birth; whether the driver is a resident of the City of Los Angeles; whether the stop was based on a traffic violation (and whether it was moving or non-moving violation, and whether the stop was based on the use of radar or laser), or whether the stop was based on a "be on the look-out" call or probable cause concerning a non-traffic violation; whether the driver or passengers were required to exit their vehicle; whether the driver was issued a citation and, if so, the citation number; whether consent to search the vehicle was requested or granted; whether a canine was deployed and, if so, whether it alerted; whether a nonconsensual search of the vehicle was conducted; whether weapons, evidence, or contraband was seized; and whether the driver or passenger(s) were arrested, and if so, the arrest report number.

City's Negotiating Team PROPOSAL ON TRAFFIC STOPS:

The Department has a protocol requiring LAPD officers to complete a written Field Interview Card, a copy of which card is attached as Exhibit _____, each time an officer performs a motor vehicle stop and does not otherwise issue a citation or complete an arrest report.

DOJ PROPOSAL ON PEDESTRIAN STOPS AT 110-111; City's Negotiating Team has no proposal on pedestrian stops.

110. The City shall require officers to complete a written or electronic log whenever an officer stops a pedestrian.

111. The information to be collected on each pedestrian stop shall include: the officer's name and badge number; the date, time, duration, and location of the stop (including the LAPD Area); the pedestrian's gender and race/ethnicity; the pedestrian's date of birth if available; whether the pedestrian was a resident of Los Angeles; whether the pedestrian was frisked; whether a search occurred (e.g., inside the pedestrian's clothes or in any bag, backpack, or purse); whether the stop, search, and/or frisk were nonconsensual or consensual, and whether consent was requested and denied; the reason for the stop, frisk, or search; whether the pedestrian was issued a citation or arrested and, if so, the citation or arrest report number; and whether weapons, evidence, or contraband was seized.

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IV. STAFFING AND SUPERVISION

A. Management of Gang Units

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

- a. Each unit shall be assigned to an Area or Bureau, and shall be managed and controlled by the Area or Bureau command staff where it is assigned. The Bureau gang coordinators and the citywide gang coordinator (the Detective Support Division Commanding Officer) coordinate the Bureau-wide and citywide activities of these units, provide training and technical assistance, and are involved in coordinating and providing information for the audits of these units.
- b. Eligibility criteria for selection of an officer in these units shall include that officers have completed probation, have acquired a minimum number of years as a police officer in the LAPD, and have demonstrated proficiency in a variety of law enforcement activities, interpersonal and administrative skills, cultural and community sensitivity, and a commitment to police integrity. Without the prior written approval of the Chief of Police, an officer shall not be reassigned to a unit until 13 LAPD Deployment Periods have elapsed since their previous

assignment in these units.

c. Eligibility criteria for selection as a supervisor in these units shall include that supervisors have one year experience as a patrol supervisor, have been wheeled from their probationary Area of assignment, and have demonstrated outstanding leadership, supervisory and administrative skills. In addition, without the prior written approval of the Chief of Police, an individual shall not be selected as a supervisor in these units until 13 LAPD Deployment Periods have elapsed since the individual's previous assignment in these units as an officer or supervisor.

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

e. **OPEN issues.** Unit supervisors and officers shall continue to: (i) be subject to existing procedures for uniformed patrol officers regarding detention, transportation, arrest, processing and booking of arrestees and other persons; (ii) wear Class A or Class C uniforms (and may not wear clothing with unauthorized insignias identifying them as working at a particular unit); (iii) use marked police vehicles for all activities; (iv) check out and return all field equipment from the

Area kit room on a daily basis; (v) attend scheduled patrol roll calls; **DOJ language:** (vi) conduct routine operations using the Area's primary radio frequency; **(City's Negotiating Team has not agreed to vi)** and (vii) base all unit activities out of the concerned Area station; (viii) not use off-site for holding arrestees (including interviews) or interviewing witnesses. Any exceptions from these requirements shall require the approval of the appropriate managers, and shall be for a specified, limited period of time. **DOJ language:** Exceptions to the requirements set forth in subparagraphs (ii), (iii), and (viii) shall be in writing. **(City's Negotiating Team wants this to read "(ii) and (iii) shall be in writing")**

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

g. **OPEN issue. DOJ language:** Area managers shall be responsible for ensuring that supervisors exercise proper control over these units. **An Area manager shall review and approve all significant planned tactical operations. (City's Negotiating Team proposes "... over these units, including oversight over planned tactical operations").**

h. Each Bureau gang coordinator shall be responsible for monitoring and

assessing the operation of all units in the Bureau that address gang activity. The coordinator shall personally inspect and audit at least one Area unit each month, and shall submit copies of completed audits to the pertinent Bureau and Area, OHB Detective Support Division Command office, and the LAPD Audit Unit created in paragraph 133 below. The coordinator may use bureau staff to conduct such audits who themselves serve in a Bureau or Area gang-activity unit and are deployed in the field to monitor or reduce gang activity.

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

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

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

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

c. During a supervisor's or officer's assignment tour in these units, a sustained misconduct complaint or adverse judicial finding for use of excessive force, a false arrest or charge, an unreasonable search or seizure, sexual harassment, discrimination, or dishonesty shall result in the officer's supervisor reviewing the incident and making a written determination as to whether the subject officer should remain in the unit.

V. DEVELOPMENT AND HANDLING OF SENSITIVE INFORMATION

A. Confidential Informants

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

- a. The use of informants by LAPD personnel is limited to those non-uniformed personnel assigned to investigative units, such as, Area Detectives, Narcotics Division, and Specialized Detective Divisions. Personnel in uniform assignments shall not maintain or use informants;
- b. An officer desiring to utilize an individual as an informant shall identify that person by completing an informant control package;
- c. The officer shall submit that package to his or her chain-of-command supervisor for review and approval by the appropriate manager prior to utilizing that individual as an informant, which review shall be for completeness and compliance with LAPD procedures;
- d. Each informant shall be assigned a Confidential Informant ("CI") number.
- e. The commanding officer shall be responsible for ensuring that informant control packages are stored in a secure location that provides for restricted access

and sign-out approved by the officer in charge or watch commander. There shall be a written record including each accessing officer's name and date of access in the informant control package.

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

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

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

i. Supervisors shall be required to meet with each confidential informant at least once prior to the informant control package being submitted to the commanding officer. The quality of supervisors' oversight with respect to adherence to LAPD guidelines and procedures regarding informant use by officers under his or her command and such supervisors' own adherence thereto, shall be

factors in such supervisor's performance evaluation.

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

115. The LAPD shall establish a department-wide confidential database or listing containing the following information: CI number, Name, Aliases, Date of Birth.

116. Within six months of the effective date of this Agreement, the LAPD shall publish a confidential informant manual which further expands and defines the procedures for identifying and utilizing informants, and which will include all of the requirements set out above. The manual shall establish a permanent centralized confidential file listing of all LAPD informants except those currently listed by the Anti-Terrorist Division and those used in conjunction with another agency.

B. Other Evidentiary Issues

117. **OPEN issue. DOJ language:** The LAPD shall implement and enforce procedures designed to preserve evidence relevant to investigating and adjudicating misconduct complaints and other claims of police misconduct and to protect against use in criminal proceedings of evidence obtained in LAPD officers in violation of the federal civil rights of individuals, which shall include a requirement that all written notes and reports that are the property of the LAPD, and that were created as a part of the investigation of the offenses

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charged, be preserved and a requirement that lineups be conducted by officers uninvolved in the case for which the lineup is conducted. (City's Negotiating Team proposes to delete this paragraph).

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

(DOJ proposed language at paragraphs 118-121; City's Negotiating Team's proposed language at paragraph 122).

DOJ PROPOSAL:

118. Within six months of the date of this Agreement, the Department shall: (a) conduct an in-depth evaluation of successful programs in other law enforcement agencies across the DOJ dealing with police contacts with persons who may be mentally ill; and (b) conduct an audit of "5150" calls (those dealing with potentially mentally ill persons) during the past three years to evaluate the LAPD's response to such calls, including (i) use of de-escalation techniques, (ii) experience level of officers handling such calls, (iii) impact of supervisory presence on the scene, (iv) response time of mental health units to the scene, and (v) extent of efforts to assist mentally ill persons in obtaining medical and/or mental health care.

119. Within one year of the date of this Agreement, the Department, based upon its analyses required by the preceding paragraph, and in consultation with the DOJ and the Monitor, shall revise its policies, practices and training, to ensure that officers deal appropriately with calls involving potentially mentally ill individuals, with a specific objective of de-escalating the potential for violent encounters with mentally ill persons.

120. In addition, the Department shall continue to work with other agencies with

responsibility for the mentally ill to improve mental health referral services.

121. The Department shall audit the implementation of the revised policies, practices and training required by the preceding paragraph, to identify any deficiencies in the plan, and shall make any modifications necessary to meet the objectives specified in that paragraph.

City's Negotiating Team PROPOSAL:

122. Within six months of the effective date of this Agreement, the LAPD shall conduct an in-depth evaluation of successful programs in other law enforcement agencies across the United States dealing with police contacts with persons who may be mentally ill. Within one year of the effective date of this Agreement, the LAPD, based upon its analyses required by the preceding paragraph, shall recommend to the Police Commission any appropriate policies, practices, or training that de-escalate the potential for violent encounters with mentally ill persons. The LAPD shall audit implementation of any revised policies, practices and training required by the preceding paragraph.

VII. TRAINING

A. FTO Program

123. The Department shall continue to implement formal eligibility criteria for Field Training Officers ("FTO"). The criteria require, *inter alia*, demonstrated analytical skills, demonstrated interpersonal and communication skills, cultural and community sensitivity, diversity, and commitment to police integrity. The criteria shall be expanded to require a positive evaluation of the officer based upon the officer's TEAMS II record. Managers shall comply with paragraph 46(g) in selecting officers to serve as FTOs.

124. FTOs may be removed during their tenure for acts or behaviors that would disqualify the officer from selection as an FTO.

125. The LAPD shall continue to implement a plan to ensure that FTO's receive adequate training, including training to be an instructor and training in LAPD policies and procedures, to enable them to carry out their duties. FTOs annual performance evaluations shall include their competency in successfully completing and implementing their FTO training. The LAPD shall provide regular and periodic re-training on these topics.

B. Training Content

126. The LAPD shall continue to provide all LAPD recruits, officers, supervisors and managers with regular and periodic training on police integrity. Such training shall include and

address, *inter alia*.

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- a. the duty to report misconduct and facts relevant to such misconduct;
 - b. cultural diversity, which shall include training on interactions with persons of different races, ethnicities, religious groups, sexual orientations, persons of the opposite sex, and persons with disabilities;
 - c. the role of accurately completing written reports in assuring police integrity, and the proper completion of such reports;
 - d. Fourth Amendment and other constitutional requirements governing police actions in conducting searches and seizures, making arrests and using force; and
 - e. examples of ethical dilemmas faced by LAPD officers and, where practicable given the location, type, and duration of the training, interactive exercises for resolving ethical dilemmas shall be utilized.

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

128. **OPEN issue. DOJ language:** The City shall establish a plan to annually provide tuition reimbursement for continuing education for a reasonable number of officers in subjects relevant to this Agreement, including subjects which will promote police integrity and professionalism. Such educational programs shall be attended while officers are off-duty.

(City's Negotiating Team is considering).

129. The LAPD shall establish procedures for supervisors and officers of the LAPD to communicate to the LAPD Training Group any suggestions they may have for improving the standardized training provided to LAPD officers, and to make written referral to the appropriate LAPD official regarding suggestions about LAPD policies or tactics.

C. Supervisory Training

130. The LAPD shall provide all officers promoted to supervisory positions, up to and including the rank of Captain, with training to perform the duties and responsibilities of such position. Such LAPD officers and supervisors shall be provided with such training before they assume their new supervisory positions.

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

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

VIII. INTEGRITY AUDITS

A. Audit Plan

133. Prior to the beginning of each fiscal year, the Chief of Police shall submit to the Police Commission, with a copy to the Inspector General, a listing of all scheduled audits of the LAPD to be conducted by the LAPD in the upcoming fiscal year, other than sting audits (the "Annual Audit Plan"). The Annual Audit Plan shall include all specified audits required to be conducted by the LAPD. The Police Commission shall review this Annual Audit Plan, and following consultation with the Chief of Police, shall make appropriate modifications, and approve it. The Chief of Police shall report to the Commission quarterly, with a copy to the Inspector General, on the status of audits listed in the Annual Audit Plan, including any significant results of such audits conducted by the LAPD ("Quarterly Audit Report"). The Department shall create and continue to have an audit unit within the office of the Chief of Police (the "Audit Unit") with centralized responsibility for developing the Annual Audit Plan, coordinating and scheduling audits contemplated by the Annual Audit Plan and ensuring timely completion of audits, and conduct audits as directed by the Chief of Police. The Audit Unit shall be established effective July 1, 2001, in connection with the adoption of the City's 2001-2002 Budget, with positions to be filled as quickly as reasonably possible in accordance with applicable civil service provisions. **(DOJ needs transition plan to cover time until unit functioning)**. Audits contemplated by the Annual Audit Plan may be conducted by Audit Unit or by other LAPD units, as appropriate, provided, however, that those audits contemplated by

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Paragraphs 135 and 136 shall be conducted by the Audit Unit. The Audit Unit shall serve as a resource to other LAPD units in the conduct of audits and shall also periodically assess the quality of audits performed by other LAPD units. In the event the LAPD desires to amend the Annual Audit Plan, it may do so in the Quarterly Audit Report; provided, however, that the Annual Audit Plan shall include the specified audits to be conducted by the LAPD. All audits conducted by the Department shall be documented in a report that provides the audit's methodology, data sources, analysis of the data and conclusions.

B. Audits by the LAPD

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

135. **OPEN issues.** LAPD shall conduct regular, periodic audits of stratified random samples of 1) warrant applications and affidavits used to support warrant applications; 2) arrest, booking, and charging reports; 3) use of force reports; **DOJ language:** 4) search and seizure reports; 5) traffic stop and pedestrian stop logs; **(City's Negotiating Team has not agreed with 4 and 5)** and 6) confidential information. The review of these documents shall entail, at a minimum, a review for completeness of the information contained and an authenticity review to include an examination for "canned" language, inconsistent information, lack of articulation of the legal basis for the applicable action or other indicia that the information in the document is

not authentic or correct. The review shall also assess the information in the documents to determine whether the underlying action was appropriate, legal, and in conformance with LAPD procedures. To the extent possible from a review of such samples, the audit shall also evaluate the supervisory oversight of the applicable incident and any post-incident review.

136. The LAPD shall conduct regular, periodic audits of random samples of: (i) Categorical Use of Force investigations; **City Negotiating Team's proposal, see paragraph 28:** (ii) **all Non-Categorical Use of Force investigations where the use of force resulted in a skeletal fracture or involved a head strike with an impact weapon (DOJ does not agree, proposes a different definition of Categorical Use of Force that would require, among other things, this same audit);** (iii) all other Non-Categorical Use of Force investigations; and (iv) those investigations required by Paragraph 91 to be conducted by IAG. These audits shall assess:

- a. the timeliness of completing the investigations and satisfying the requirements of Paragraph 85;
- b. the completeness of the investigation file, including whether the file contains all appropriate evidence and documentation, or, if evidence is missing, an explanation of why the evidence is missing;
- c. a comparison of the officer, complainant, and witness statements with the investigator's summaries thereof;
- d. the adequacy of the investigation, including the application of the

standards set forth in Paragraphs 78 - 84; and

e. the appropriateness of IAG's determinations under paragraph 94.

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

138. The LAPD shall conduct regular periodic audits of the work product of all career criminal details, and gang details of Special Enforcement Units. These audits shall be conducted by OHB Detective Support Division. This audit shall include:

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

b. assessing compliance with auditing the selection criteria set forth in paragraph [57];

- c. an audit of the type set forth in paragraph 135 with respect to such special enforcement units;
- d. auditing the use of confidential informants by such units to assess compliance with paragraph 114;
- e. auditing the roles and conduct of supervisors of these units;
- f. review the incidents requiring supervisory review pursuant to paragraphs 60, 62, 68, 69, 70, and 72 assess the supervisor's response, examine the relationships of particular officers working together or under particular supervisors in such incidents to determine whether additional investigation is needed to identify at-risk practices;
- g. the audit shall draw conclusions regarding the adherence of the unit to the law, LAPD policies and procedures, and this Agreement, and shall recommend a course of action to correct any deficiencies found.

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

140. **OPEN issue.** Within one year of entry of this Agreement, the Department shall

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audit police officer and supervisory officer training, using independent consultants who have substantial experience in the area of police training. The audit shall assess: ways in which LAPD training could be improved (i) to reduce incidents of excessive use of force, false arrests, and illegal searches and seizures and (ii) by making greater use of community-oriented-policing training models that take into account factors including paragraph [126(b)].

C. Inspector General Audits

141. The Inspector General shall be provided with copies of all reports of specified audits within one week of the completion thereof, and shall evaluate these audits to assess their quality, completeness and findings. Upon request from the Inspector General, the LAPD shall forward any other LAPD audit report requested to the Inspector General within one week of such request, and at his or her discretion where he or she deems appropriate, or upon direction from the Commission, may evaluate these audits. The Inspector General shall deliver its evaluations in writing to the Police Commission.

142. The Inspector General shall continue to review all Categorical Use of Force investigations. The Inspector General also shall conduct a regular, periodic audit and review of a stratified random sample of: **City Negotiating Team's proposal, see paragraph 28: (i) all Non-Categorical Use of Force investigations where the use of force resulted in a skeletal fracture or involved a head strike with an impact weapon (DOJ does not agree, proposes a different definition of Categorical Use of Force that would require, among other things,**

this same audit); (ii) all Non-Categorical Uses of Force; and (iii) Complaint Form 1.28 investigations. Both of these types of reviews shall assess the quality, completeness, and findings of the investigations and shall include determinations of whether the investigations were completed in a timely manner, summarized and transcribed statements accurately match the recorded statements, all available evidence was collected and analyzed, and the investigation was properly adjudicated.

143. The Inspector General, on a regular basis, shall audit the quality and timeliness of the LAPD's use of TEAMS II to perform the tasks identified in the protocol described in Paragraph ____ above.

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

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

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

145. The Inspector General may receive complaints from LAPD employees alleging retaliation for reporting possible misconduct or at-risk behavior. The Inspector General shall record and track the allegations in such complaints. If the Inspector General determines that such complaints indicate possible retaliation in the Police Department's handling of misconduct complaints, the Inspector General shall conduct an investigation and forward its findings to the Police Commission.

146. The Commission shall review the specified audit reports and the sting audit reports and determine whether any changes or modifications in LAPD policies are necessary. In addition, the Police Commission shall consider the results of such audits in its annual evaluation of the Chief of Police.

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

IX. OPERATIONS OF THE POLICE COMMISSION & INSPECTOR GENERAL

A. Police Commission

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

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

150. The Police Commission shall exercise its authority to review and approve all new LAPD policies and procedures or changes to existing LAPD policies and procedures that are made to address the requirements of this Agreement.

151. **OPEN issue.** The LAPD shall promptly provide the Inspector General with any documents or other information requested by the Inspector General related to the Inspector General's responsibilities under this Agreement. **DOJ language:** The Inspector General shall develop and provide the LAPD with a list of reports, complete with time-frames and frequency of their production, that the LAPD shall provide to the Inspector General on a specified schedule.

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This list shall be updated at the discretion of the Inspector General. (City's Negotiating Team proposed language: "The Inspector General shall develop and submit to the Commission a list of ongoing LAPD reports, complete with proposed time-frames and frequency of their production. The Commission shall review such list and cause the LAPD to provide the Inspector General with the appropriate ongoing reports.")

152. The Commission shall continue to review and approve the LAPD's budget requests.

B. Inspector General

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

154. The Inspector General may attend any Use of Force Review Board meeting. The Inspector General shall not vote on such Board or participate in such Board's deliberations, unless specifically authorized by the Commission. The Inspector General may interview any participant in such hearing after the conclusion of the hearing.

155. The Inspector General shall accept complaints from LAPD officers regarding matters which the Inspector General has authority to investigate, and the Inspector General shall

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not disclose the identity of an individual without the consent of the employee from whom a complaint or information has been received, unless such disclosure is unavoidable in order to effectively investigate an allegation or is otherwise required by law or the Los Angeles Office of the City Attorney; provided, however, that the Inspector General shall disclose the identity of such individual to the Police Commission, upon request.

156. Paragraphs (81 and 91) do not relieve officers of their obligations described in paragraphs (27, 28, 36 and 37).

157. **OPEN issue. DOJ language:** The Inspector General shall not be terminated for actions taken to comply with the terms of this Agreement. **(City Negotiating Team has not agreed).**

158. The LAPD shall continue to provide the Inspector General with all complaint intake information within one week after its receipt. The Inspector General shall review such information to ensure that complaints are being received in a manner that complies with LAPD policies and procedures, and the terms of this Agreement.

159. The Commission shall investigate all misconduct complaints against the Chief of Police and may use the Inspector General to conduct such investigations.

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

C. General

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

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X. COMMUNITY OUTREACH AND PUBLIC INFORMATION

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

- a. at least one open meeting per quarter in each of the 18 geographic Areas for the first year of the Agreement, and one meeting in each Area annually thereafter, to inform the public about the provisions of this Agreement, and the various methods of filing a misconduct complaint against an officer. At least one week before such meetings the City shall publish notice of the meeting (i) in public areas; (ii) in at least one newspaper covering the City of Los Angeles; (iii) in at least one local community newspaper that services the Area; (iv) on the City and LAPD website; and (v) in the primary languages spoken by the communities located in such area.
- b. the open public meetings described above shall include presentations and information on the LAPD and LAPD operations, which presentations and information are designed to enhance interaction between officers and community members in daily policing activities.

163. **OPEN issue. DOJ PROPOSAL:** The LAPD shall prepare and publish on its website semiannual public reports that include aggregate statistics on LAPD activities and

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procedures broken down by area and unit and the race/ethnicity of the civilians involved. The reports shall include statistical summaries of uses of force, administrative investigations (including allegations, resolutions, and resulting discipline and positive corrective actions), searches and seizures, arrests, traffic and pedestrian stops, and other relevant information regarding LAPD law enforcement activities. Such reports shall include summaries of the results of audits prepared pursuant to the requirements of this decree. The LAPD shall also post a list and brief description of completed audits on its website. **City's Negotiating Team language:** The Department shall report quarterly on its website a brief description of (i) each report of a specified Audit completed in that quarter and any significant actions taken as a result of such audits and (ii) any new policies or changes in policies made by the Department to address the requirements of this Agreement; provided, however, that the Department shall not be obligated to list or describe any document or part of any document which is exempt from disclosure under the Public Records Act. Further, this requirement does not limit any application of the Public Records Act for which the LAPD may redact a portion or portions of such report.

164. The LAPD shall continue to utilize community advisory groups in each geographic Area. Advisory groups shall be provided with LAPD public reports and shall participate in formulating the Community Outreach and Public Information programs developed to paragraph __, supra, for their areas. **(City's Negotiating Team to respond; DOJ agrees to delete second sentence subject to agreement on preceding paragraph re: website publication)**

XI. INDEPENDENT MONITOR

This section constitutes the DOJ's proposal for consent decree language dealing with an independent monitor. The negotiations have not yet addressed this issue.

165. Within 90 days after the entry of this Agreement, the City and the DOJ shall together select an Independent Monitor, acceptable to both, who shall monitor and report on the City's implementation of this Agreement. The selection of the Independent Monitor shall be pursuant to procedures jointly established by the DOJ and the City, and shall not be subject to the contracting provisions of Los Angeles municipal law. If the DOJ and City are unable to agree on an Independent Monitor, each party shall submit up to two names of persons who have experience as a law enforcement officer, law enforcement practices expert or monitor, or federal or state prosecutor or judge along with resumes, cost proposals, and other relevant information to the Court, and the Court shall appoint the Monitor from among the names of qualified persons submitted. The City shall bear all costs of the Monitor.

166. The Independent Monitor, at any time, may associate such additional persons or entities as are necessary to perform the monitoring tasks specified by this Agreement. The Monitor's selection of such persons or entities shall not be subject to the contracting provisions of Los Angeles municipal law. The Monitor's selection of such persons or entities shall be approved by the DOJ and the City, except that the Monitor may seek Court authorization if a party disapproves the selection proposed by the Monitor and the Monitor believes that the specific person or entity in question is needed to perform the monitoring tasks. Any additional

persons or entities associated by the Monitor shall be subject to the provisions of the next paragraph. The City shall bear the costs of such additional personnel.

167. The Monitor shall be an agent of this Court and shall be subject to the supervision and orders of this Court. The Monitor shall only have the duties, responsibilities, and authority conferred by this Agreement. Except as required or expressly authorized by the terms of this Agreement, the parties, or by the Court, the Monitor shall not make any public statements or issue findings with regard to any act or omission of the defendant, or its agents or representatives, or disclose the contents of any non-public documents provided to the Monitor pursuant to the Agreement. The Monitor may testify in this case regarding any matter relating to the implementation, enforcement, or dissolution of this Agreement. The Monitor shall not testify in any other litigation or proceeding with regard to any act or omission of the defendant, or its agents or representatives. The Monitor shall not be retained by any current or future litigant or claimant in a claim or suit against the City or its officers, **agents or employees (DOJ proposed language)**, and shall not accept any employment that would present a conflict of interest with the Monitor's duties and responsibilities under this Agreement. The records maintained by the Monitor shall not be deemed "public records" within the meaning of California Government Code § 6252.

168. The Monitor shall offer the **Department (DOJ proposed language)** technical assistance regarding compliance with this Agreement.

169. The City defendants will provide the Monitor with full and unrestricted access to all City defendant staff, facilities, and documents (including databases) as the Monitor deems necessary to carry out the duties assigned to the Monitor by this Agreement, and shall provide the Independent Monitor with copies of documents and databases requested by the Monitor.

170. The Monitor does not, and is not intended to, replace or take over the role and duties of the Police Commissioners and/or the Inspector General. In monitoring the implementation of this Agreement, the Monitor shall maintain regular contact with these officials, and with the Chief of Police.

171. The Monitor, *inter alia*, shall:

- a. Conduct an audit of the use of TEAMS II by the LAPD, Inspector General and Police Commission and its staff, between six and twelve months following implementation of TEAMS II and annually thereafter, and shall review and evaluate the quality and timeliness of the Inspector General audits of the LAPD's use of TEAMS II to perform the tasks identified in ¶ ____;
- b. conduct any additional audits of the City's use of TEAMS II as the Monitor determines are appropriate;
- c. review and evaluate the quality and timeliness of audits conducted by LAPD and the Inspector General pursuant to Part VIII of this Agreement; and conduct any additional audits of the City's compliance with this Agreement that

the Monitor determines are appropriate;

d. review a stratified random sample of administrative investigations, excluding investigations about failure to appear in court and about uses of vehicles other than pursuits; and, in addition, the Monitor shall review all LAPD criminal and civil investigations of lethal uses of force, and all investigations of alleged retaliation;

e. review discipline issued for use of excessive force, false arrest, improper search or seizure, or discrimination;

f. review sting operations conducted by IAG;

g. prepare written reports to the parties and the Court on all audits and reviews;

h. make recommendations to the parties and the Court regarding other steps necessary to ensure full and timely implementation of this Agreement.

172. The City defendants shall provide the Monitor with copies of all complaint information, investigation files, determinations, reports, information, and other documents provided to the Police Commission, Inspector General and/or Chief of Police relating to this Agreement and its implementation at the same time that such information or documents are provided to the Police Commission, Inspector General and/or Chief of Police.

173. If the Monitor determines to be incomplete or inadequate any misconduct investigation which has been adjudicated or otherwise disposed, and the disposition has been officially communicated to the officer who is the subject of the investigation, the Monitor shall confer with the Inspector General and the LAPD and shall provide a written evaluation of the additional measures that should have been taken to complete the investigation.

174. The Monitor shall issue quarterly reports detailing the City's compliance with and implementation of each provision of this Agreement.

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XII. TERM OF AGREEMENT AND HOUSEKEEPING PROVISIONS

This section constitutes the DOJ's proposal for consent decree language on the term of the agreement and other housekeeping provisions. The City's Negotiating Team's proposal has not yet addressed these issues.

A. City Reports and Records

175. Between 90 and 120 days following entry of this Agreement and every six months thereafter until this Agreement is terminated, the City shall file with the Court and the Monitor, with a copy to the DOJ, a status report delineating all steps taken during the reporting period to comply with each provision of this Agreement.

176. During the term of this Agreement, the City shall maintain all records documenting its compliance with the terms of this Agreement and all documents required by or developed under this Agreement. The City shall maintain all misconduct investigation files for at least ten years from the date of the incident. The City shall maintain an officer's training records during the officer's employment with the LAPD and for three years thereafter (unless required to be maintained for a longer period by applicable law).

177. During all times while the Court maintains jurisdiction over this action, the DOJ shall have access to any City staff, facilities and documents (including databases) the DOJ deems necessary to evaluate compliance with this Agreement and, within a reasonable time following a request made to the City Attorney, shall be granted such access and receive copies of documents

and databases requested by the DOJ.

B. Implementation

178. This Agreement shall become effective on entry by the Court. Except where otherwise specifically indicated, the City shall implement all provisions of this Agreement as soon as practicable and no later than 120 days after entry of this Agreement.

179. The Court shall retain jurisdiction of this action for all purposes during the term of this Agreement. At any time after both five years have elapsed since the date of entry of this Agreement and substantial compliance has been maintained for no less than two years, the City may move to terminate this Agreement. Any motion to dismiss must detail all aspects of the City's compliance with each provision of this Agreement, supported by affidavits and supporting documentation. The DOJ shall have 90 days from receipt of the City's motion to file any objections. In the event the DOJ files objections to the City's motion, the Agreement shall remain in effect at least until entry of a court order disposing of the motion and thereafter as dictated by the Court's order. In the event the DOJ objects to termination of the Agreement, the Court shall hold a hearing, at which both parties may present evidence, before ruling on the City's motion to terminate. At the hearing, the burden shall be on the City to demonstrate that it has fully and faithfully implemented all provisions of this Agreement and maintained substantial compliance for at least two years.

180. No changes, modifications, or amendments of this Agreement shall be effective

unless ordered by the Court.

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

182. In the event any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Agreement.

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