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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DELPHINE ALLEN, et al.,
Plaintiffs,
v.
CITY OF OAKLAND, et al.,
Defendants.

Master Case No. C00-4599 TEH (JL)
**SETTLEMENT AGREEMENT
RE: PATTERN AND PRACTICE CLAIMS**

TABLE OF CONTENTS

1			
2	I.	PURPOSE	1
3	II.	DEFINITIONS.....	3
4		A. Bureau	3
5		B. Citizen	3
6		C. Command Officer/Commander.....	3
7		D. Command Staff.....	3
8		E. Complaint.....	3
9		F. Effective Date.....	3
10		G. Employee.....	4
11		H. Force.....	4
12		1. Investigated Use of Force.....	4
13		2. Lethal Force.....	4
14		3. Non-Investigated Use of Force.....	4
15		4. Reports of Force.....	4
16		5. Unnecessary Use of Force.....	4
17		6. Use of Force.....	4
18		I. Integrity Tests.....	5
19		J. Investigation, Division-Level.....	5
20		K. Investigation, Internal.....	5
21		L. Manager.....	5
22		M. <i>Manual of Rules</i>	5
23		N. Member.....	5
24		O. Non-Disciplinary Action.....	5
25		P. OPD Personnel.....	5
26		Q. Personnel Information Management System (PIMS).....	6
		R. Serious Misdemeanor.....	6
		S. Subject Officer/Employee.....	6
		T. Supervisor.....	6
		U. Vehicle Stop.....	6
		V. Walking Stop.....	6
	III.	INTERNAL AFFAIRS DIVISION (IAD).....	6
		A. IAD Staffing and Resources.....	7
		B. Timeliness Standards and Compliance with IAD Investigations.....	7
		C. IAD Integrity Tests.....	7
		D. Complaint Control System for IAD.....	7
		E. Complaint Procedures for IAD.....	8
		F. Refusal to Accept or Refer Citizen Complaint.....	11
		G. Methods for Receiving of Citizen Complaints.....	11
		H. Classifications of Citizen Complaints.....	12
		I. Contact of Citizen Complainant.....	13
		J. Summary of Citizen Complaints Provided to OPD Personnel.....	13
		K. Disclosure of Possible Investigator Bias.....	14
		L. Documentation of <u>Pitchess</u> Responses.....	14

1	M.	Investigation of Allegations of <i>Manual of Rules</i> Violations Resulting from Lawsuits and Legal Claims	14
2	N.	Reviewing Findings and Disciplinary Recommendations	15
3	O.	Supporting IAD Process – Supervisor/Managerial Accountability	15
4	P.	Audits, Review and Evaluation of IAD Functions	15
4	IV.	SUPERVISORY SPAN OF CONTROL AND UNITY OF COMMAND	15
5	A.	Approval of Field-Arrest by Supervisor	15
6	B.	Unity of Command	16
6	C.	Span of Control for Supervisors	16
7	D.	Members', Employees' and Supervisors' Performance Review	17
7	E.	OPD/DA Liaison Commander	17
8	F.	Command Staff Rotation.....	18
9	V.	POLICY AND PROCEDURES FOR USE OF FORCE NOTIFICATION AND REPORTING.....	18
10	A.	Use of Force Reporting Policy	18
11	B.	Use of Force Investigation and Report Responsibilities	19
11	C.	Use of Force Review Board (UFRB)	21
12	D.	Oleoresin Capsicum Log and Checkout Procedures	22
12	E.	Use of Force – Investigation of Criminal Misconduct	22
13	F.	IAD Investigation Priority.....	22
13	G.	Firearms-Discharge Board of Review	23
14	H.	Officer-Involved Shooting Investigation	23
14	I.	Use of Camcorders	23
15	VI.	REPORTING PROCEDURES	23
16	A.	Misconduct	23
17	B.	Vehicle Stops, Field Investigation and Detentions	24
17	C.	Use of Force Reports – Witness Identification	25
18	D.	Procedures for Transporting Detainees and Citizens	25
18	E.	Internal Investigations – Retaliation Against Witnesses	25
19	F.	Citizens Signing Police Forms	26
19	G.	Personnel Arrested, Sued and/or Served with Civil or Administrative Process ...	26
20	VII.	PERSONNEL INFORMATION MANAGEMENT SYSTEM (PIMS).....	27
21	A.	Purpose	27
22	B.	Use of Personnel Information Management System (PIMS)	28
23	VIII.	FIELD TRAINING OFFICER PROGRAM	33
24	A.	Field Training Program Coordinator.....	34
24	B.	Trainee Rotation.....	34
25	C.	FTO Participation Incentives.....	34
25	D.	FTO Candidate Nomination and Requirements	34
26	E.	Decertification	35
26	F.	FTO Assignment	35

1	G.	FTO Evaluation	35
	H.	Daily Evaluation Audit	36
2	I.	Trainee Officer Assignment	36
	J.	Field Commander and FTO Supervisor Training.....	36
3	K.	Focus Groups.....	36
	L.	Consistency of Training	36
4			
5	IX.	ACADEMY AND IN-SERVICE TRAINING.....	37
6	A.	Academy Training Plan.....	37
	B.	Professionalism and Ethics.....	37
7	C.	Supervisory and Command Training.....	38
	D.	In-Service Training.....	38
8	E.	Training Staff Record Review.....	38
9			
10	X.	PERSONNEL PRACTICES	38
	A.	Performance Appraisal Policy	38
11	B.	Consistency-of-Discipline Policy	40
	C.	Promotional Consideration	41
12			
13	XI.	COMMUNITY POLICING PLAN.....	41
14			
15	XII.	DEPARTMENTAL MANAGEMENT AND ANNUAL MANAGEMENT	
	REPORT	42	
16			
17	XIII.	INDEPENDENT MONITORING	42
18	A.	Monitor Selection and Compensation	42
19	B.	Period and Appointment.....	44
20	C.	Staffing	44
	D.	Replacement of Monitor.....	45
21	E.	City-Provided Office Space, Services and Equipment.....	45
22	F.	Resolving Monitor Fee Disputes	45
	G.	Responsibilities and Authority	45
23	H.	Required Audits, Reviews and Evaluations	46
	I.	Reports.....	47
24	J.	Meetings	48
	K.	Access and Limitations to OPD Documentation and Staff	49
25	L.	Limitations to Personal and Confidential Information	50
	M.	Access to Criminal Investigation Files.....	51
26	N.	Access to Intelligence Files	52
	O.	Access to "Whistle Blowers"	52
	P.	Testimony	52
	Q.	Confidential Records Maintenance	52
	R.	Court Resolution of Disputes	52
	S.	Petitions for Relief.....	53
	XIV.	COMPLIANCE UNIT	53
	A.	Compliance Unit Liaison Policy	53

1	B.	Compliance Audits and Integrity Tests	54
2	XV.	HOUSEKEEPING PROVISIONS.....	54
3	A.	Reports and Records to be Maintained by the OPD.....	54
	B.	Implementation and Jurisdiction	55
4	C.	Meet-and-Confer Process	57

5 **APPENDIX**

6
7
8
9
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1 **I. PURPOSE**

2 The City of Oakland (hereinafter referred to as “the City”) and the plaintiffs share a mutual
3 interest in promoting effective and respectful policing. The parties join in entering into this
4 Settlement Agreement (hereinafter “Agreement”) to promote police integrity and prevent conduct
5 that deprives persons of the rights, privileges and immunities secured or protected by the
6 Constitution or laws of the United States. The overall objective of this document is to provide for
7 the expeditious implementation, initially, with the oversight of an outside monitoring body
8 (hereinafter “the Monitor”), of the best available practices and procedures for police management in
9 the areas of supervision, training and accountability mechanisms, and to enhance the ability of the
10 Oakland Police Department (hereinafter “the Department” or “OPD”) to protect the lives, rights,
11 dignity and property of the community it serves.

12 This document is intended as the basis for an agreement to be entered into between the City
13 and Plaintiffs in the Delphine Allen, et al. v. City of Oakland, et al., consolidated case number C00-
14 4599 TEH (JL) otherwise known as the “Riders” cases. This document shall constitute the entire
15 agreement of the parties. No prior or contemporaneous communications, oral or written, or prior
16 drafts shall be relevant or admissible for purposes of determining the meaning of any provisions
17 herein in any litigation or any other proceedings.

18 In the Riders cases, the plaintiffs have alleged that the Oakland Police Department was
19 deliberately indifferent to, or otherwise ratified or encouraged, an ongoing practice of misconduct
20 by the defendant officers to violate the plaintiffs’ civil rights. Plaintiffs further alleged that the
21 Oakland Police Department was deliberately indifferent to and or negligent in its hiring, training,
22 supervision and discipline of its police officers, and that such indifference caused the alleged
23 violations of the plaintiffs’ constitutional rights. All such claims are hereinafter referred to as the
24 “pattern and practice” claims. The City of Oakland defendants expressly deny such allegations
25 asserted in the consolidated Riders complaints.

26 Nothing in this Agreement, the complaints filed in this action or the negotiation process

1 leading to the settlement of the pattern and practice claims shall be construed as an admission of
2 liability or evidence of liability under any federal, state or local law, including 42 U.S.C. §§1983,
3 14141, 2000d and/or 3789d (c).

4 Subject to all plaintiffs settling their monetary damage claims, this Agreement resolves all
5 pattern and practice claims in the Riders complaints. Upon termination of this Agreement, as set
6 forth in Section XV, paragraph B (3), plaintiffs agree to dismiss such claims with prejudice.

7 Nothing in this document is intended to alter the lawful authority of OPD personnel to use
8 reasonable and necessary force, effect arrests and file charges, conduct searches or make seizures, or
9 otherwise fulfill their law enforcement obligations to the people of the City of Oakland in a manner
10 consistent with the requirements of the Constitution and laws of the United States and the State of
11 California.

12 Nothing in this Agreement is intended to alter the existing collective bargaining agreement
13 between the City and OPD member/employee bargaining units or to impair the collective
14 bargaining rights of OPD member/employee bargaining units under state law or local law. The City
15 recognizes that the implementation of certain provisions of this Agreement may require compliance
16 with meet-and-confer processes. The City shall comply with any such legal requirements and shall
17 do so with the goal of concluding such processes in a manner consistent with the purposes of this
18 Agreement and to otherwise permit the City to timely implement this Agreement. The City shall
19 give appropriate notice of this Agreement to the OPD member/employee bargaining units to allow
20 such processes to begin, as to this Agreement, as filed with the Court.

21 This Agreement is binding upon the parties hereto, by and through their officials, agents,
22 employees, successors and attorneys of record. This Agreement is enforceable only by the parties,
23 as described elsewhere in this document. No person or entity is intended to be a third-party
24 beneficiary of the provisions of this Agreement for the purposes of any civil, criminal, or
25 administrative action, and accordingly, no person or entity may assert any claim or right as a
26 beneficiary or protected class under this Agreement. This Agreement is not intended to impair or

1 expand the right of any person or organization to seek relief against the City defendants for their
2 conduct or the conduct of Oakland police officers; accordingly, it does not alter legal standards
3 governing any such claims, including those under California Business and Provisions Code Section
4 17200, et seq. This Agreement does not authorize, nor shall it be construed to authorize, access to
5 any City or Department documents, except as expressly provided by this Agreement, by persons or
6 entities other than the City defendants and the Monitor.

7 This Agreement is entered into with the understanding that all OPD personnel shall strive to
8 act in full compliance with its provisions. Acts of non-compliance with the provisions of this
9 Agreement by OPD personnel shall result in corrective measures, up to and including termination.

10 **II. DEFINITIONS**

11 **A. Bureau:**

12 The first subordinate organizational unit within the Department.

13 **B. Citizen:**

14 Any individual person, regardless of citizenship status.

15 **C. Command Officer/Commander:**

16 Members of the Department holding the rank of Lieutenant or higher.

17 **D. Command Staff**

18 All members of the Department holding the rank of Lieutenant or higher.

19 **E. Complaint**

20 Any complaint regarding OPD services, policy or procedure, claims for damages (which
21 allege member/employee misconduct); and any allegation of possible misconduct by an OPD
22 member or employee. For purposes of this Agreement, the term "complaint" does not include any
23 allegation of employment discrimination.

24 **F. Effective Date**

25 The date this Agreement was entered by the Court.

26 ///

1 **G. Employee**

2 Every person, other than members, appointed or assigned to the Department in any
3 permanent or temporary civil service classification.

4 **H. Force**

5 **1. Investigated Use of Force**

6 That level of force which requires an investigation and the preparation of a Use of
7 Force Report (TF-967) in accordance with the provisions of Departmental General Order (DGO)
8 K-3, "The Use of Force" and K-4, "Reporting and Investigating the Use of Force."

9 **2. Lethal Force**

10 Any force reasonably likely to cause death or serious physical injury with a
11 reasonable probability of causing death.

12 **3. Non-Investigated Use of Force**

13 Any use of force by OPD personnel to effect an arrest or gain control of a person not
14 rising to the level of force defined in Section II, paragraph H(1), of this Agreement.

15 **4. Reports of Force**

16 Uses of force – lethal, investigated, and non-investigated – shall be reported as
17 outlined in Section V, "Policy and Procedures for Use of Force Notification and Report."

18 **5. Unnecessary Use of Force**

19 Any use of force that is not reasonably necessary in light of the totality of
20 information available to and circumstances confronting the member (see DGO K-3, "The Use of
21 Force").

22 **6. Use of Force**

23 Any physical or mechanical coercion used by OPD personnel to defend themselves
24 or others, or to otherwise affect, influence, or persuade an individual to comply with an order. This
25 includes, but is not limited to, hand strikes, kicks, leg sweeps, and takedowns. The drawing of and
26 intentional pointing of a firearm at another person shall be considered as use of force for the

1 purposes of this Agreement.

2 **I. Integrity Tests**

3 Targeted or random integrity tests, or “stings,” designed to identify and investigate OPD
4 personnel who are engaged in at-risk behavior, to measure compliance with Department directives
5 and orders, and/or the terms and conditions of this Agreement.

6 **J. Investigation, Division-Level**

7 An investigation, by the subject member/employee’s organizational unit, into allegations of
8 that member/employee’s violation of the law or Departmental rules, regulations or policies.

9 **K. Investigation, Internal**

10 An investigation, by a Department investigator, into allegations of a violation of the law or
11 Departmental rules, regulations or policies.

12 **L. Manager**

13 An employee of the Department in charge of a Division or Section.

14 **M. Manual of Rules (MOR)**

15 The Department publication which provides additional specificity to the standards of
16 conduct embodied in the Law Enforcement Code of Ethics and the Department’s Statement of
17 Values.

18 **N. Member**

19 Any person appointed to the Department as a full-time, regularly salaried peace officer. For
20 the purposes of this Agreement, Rangers are included in this definition.

21 **O. Non-Disciplinary Action**

22 Action, other than discipline, taken by a superior, commander, or manager to enable or
23 encourage a subordinate to improve, modify, or correct his or her work performance.

24 **P. OPD Personnel**

25 All members, employees, Reserve Officers, volunteers, and other persons working under the
26 direction of the Department.

1 **Q. Personnel Information Management System (PIMS)**

2 The computerized complaint-tracking and select-indicator system, as designed within a
3 relational database, for maintaining, integrating and retrieving data necessary for supervision and
4 management of OPD and its personnel.

5 **R. Serious Misdemeanor**

6 Any misdemeanor crime the commission of which would preclude a member or employee
7 from continuing to successfully complete his/her responsibilities as a member/employee of the
8 Department. These crimes involve those that negatively impact the integrity and values of the
9 Department. Examples are those that involve sex, theft, possession of drugs and those listed in
10 California Penal Code §12021(c)(1), "Unlawful Possession of a Firearm."

11 **S. Subject Officer/Employee**

12 The member or employee, under an investigation, against whom allegations of a violation of
13 the law or Departmental rules, regulations or policies have been made.

14 **T. Supervisor**

15 A member or employee of the Department assigned to a position requiring the exercise of
16 immediate supervision over the activities of other members and employees.

17 **U. Vehicle Stop**

18 Any instance in which a member directs a civilian operating a vehicle of any type (including
19 bicycles, mopeds, motorized scooters, etc.) to stop, and the driver is detained for any length of time.

20 **V. Walking Stop**

21 Any instance in which a member detains a person (i.e., the person is not free to leave) who
22 is not in or on a vehicle.

23 **III. INTERNAL AFFAIRS DIVISION (IAD)**

24 Within 616 days from the effective date of this Agreement, the Chief of Police shall revise
25 Departmental policy and procedures and develop a manual for conducting complaint investigations.
26 Training shall be provided to ensure all personnel have received, understand, and comply with new

1 and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a
2 minimum, the following provisions of this Section:

3 **A. IAD Staffing and Resources**

- 4 1. Assignment;
- 5 2. Rotation;
- 6 3. Training and qualifications of members and other personnel in IAD;
- 7 4. Appropriate background checks on IAD personnel;
- 8 5. Confidentiality of IAD information.

9 **B. Timeliness Standards and Compliance with IAD Investigations**

10 Fairness to complainants, members/employees and the public requires that internal
11 investigations be completed in a timely fashion.

12 1. Within 60 days from the effective date of this Agreement, the Chief of Police shall
13 develop and implement timeliness standards for the completion of Internal Affairs investigations,
14 administrative findings and recommended discipline.

15 2. Compliance with these timeliness standards shall be regularly monitored by IAD
16 command and the Department's command staff. If IAD experiences an unusual proliferation of
17 cases and/or workload, IAD staffing shall be increased to maintain timeliness standards.

18 **C. IAD Integrity Tests**

19 IAD shall be proactive as well as reactive.

20 1. IAD shall conduct integrity tests in situations where members/employees are the
21 subject of repeated allegations of misconduct.

22 2. IAD shall have frequency standards, among other parameters, for such integrity tests.

23 **D. Complaint Control System for IAD**

24 1. Within 90 days, OPD shall develop a policy regarding an informal complaint
25 resolution process which may be used by supervisors and IAD to resolve minor complaints which
26 do not rise to the level of misconduct as described in Section III, paragraph H (2). This process

1 shall document the receipt of the complaint, date, time, location, name or the person making the
2 complaint, the name of the person receiving the complaint, how the matter was resolved and that
3 the person making the complaint was advised of the formal complaint process. The documentation
4 shall be forwarded to IAD for review. If the informal complaint resolution process fails to resolve
5 the complaint or if the person making the complaint still wishes to make a formal complaint, the
6 person receiving the complaint shall initiate the formal complaint process pursuant to Section III,
7 paragraph E. OPD personnel shall not unduly influence persons making a complaint to consent to
8 the informal complaint resolution process.

9 2. IAD shall establish a central control system for complaints and Departmental
10 requests to open investigations. Every complaint received by any supervisor or commander shall be
11 reported to IAD on the day of receipt. If IAD is not available, IAD shall be contacted at the start of
12 the next business day. Each complaint shall be assigned an Internal Affairs case number and be
13 entered into a complaint database with identifying information about the complaint. OPD personnel
14 shall notify IAD and the Chief of Police, or designee, as soon as practicable, in cases likely to
15 generate unusual public interest.

16 3. Criteria shall be established which must be met prior to moving, from "open" to
17 "closed," any investigation in the complaint database.

18 **E. Complaint Procedures for IAD**

19 1. With the exception of the provisions listed in paragraph E (2), below, OPD
20 personnel who become aware that a citizen wishes to file a complaint shall bring such citizen
21 immediately, or as soon as circumstances permit, to a supervisor or IAD or summon a supervisor to
22 the scene. If there is a delay of greater than three (3) hours, the reason for such delay shall be
23 documented by the person receiving the complaint. In the event that such a complainant refuses to
24 travel to a supervisor or to wait for one, the member/employee involved shall make all reasonable
25 attempts to obtain identification, including address and phone number, as well as a description of
26 the allegedly wrongful conduct and offending personnel, from the complainant and any witnesses.

1 This information, as well as a description of the complaint, shall immediately, or as soon as
2 circumstances permit, be provided, in writing, to the unit commander or, in his/her absence, the
3 Watch Commander, and shall be treated as a complaint, as specified in this paragraph. The
4 commander notified of the complaint shall ensure that IAD is notified.

5 2. Except for complaints being handled by the informal complaint resolution process in
6 Section III, paragraph D (1), inmates being processed at or held in the Oakland City Jail shall have
7 the opportunity to file a complaint against an arresting officer or any other member/employee of
8 OPD.

9 a. Within 150 days from the effective date of this Agreement, a police
10 complaint form shall be developed, and copies of that form shall be available at the Jail on a 24-
11 hour basis. Any inmate requesting a complaint form from any member/employee shall be given a
12 copy of the form immediately, or as soon as circumstances permit. If the delay is greater than three
13 (3) hours, the reason for such delay shall be documented by the person or Watch Supervisor
14 delivering the form. The complaint form shall be printed on three-part carbonless paper. The three
15 (3) parts to be completed and distributed as follows:

- 16 1) The white copy (original) shall be given to the shift supervisor at the
17 Jail, who shall call IAD with the complaint information and then send
18 the original form to IAD. The phone call shall be documented on the
19 form, by the shift supervisor.
- 20 2) The canary copy shall be forwarded to the Jail Commander, who shall
21 ensure that any such written complaint received is delivered and
22 logged with IAD.
- 23 3) The pink copy shall be given to the inmate completing the form, for
24 his or her records.

25 b. OPD personnel who become aware that an inmate wishes to file a complaint
26 shall inform the inmate about the complaint process and provide the individual with a copy of the

1 complaint form.

2 3. In each complaint investigation, OPD shall consider all relevant evidence, including
3 circumstantial, direct and physical evidence, and make credibility determinations, if feasible. OPD
4 shall make efforts to resolve, by reference to physical evidence, and/or use of follow-up interviews
5 and other objective indicators, inconsistent statements among witnesses.

6 4. OPD shall develop provisions for the permanent retention of all notes, generated
7 and/or received by OPD personnel in the case file.

8 5. OPD shall resolve each allegation in a complaint investigation using the
9 “preponderance of the evidence” standard. Each allegation shall be resolved by making one of the
10 following dispositions: Unfounded, Sustained, Exonerated, Not Sustained, or Filed. The
11 Department shall use the following criteria for determining the appropriate disposition:

- 12 a. *Unfounded*: The investigation disclosed sufficient evidence to determine that
13 the alleged conduct did not occur. This finding shall also apply when
14 individuals named in the complaint were not involved in the alleged act.
- 15 b. *Sustained*: The investigation disclosed sufficient evidence to determine that
16 the alleged conduct did occur and was in violation of law and/or Oakland
17 Police Department rules, regulations, or policies.
- 18 c. *Exonerated*: The investigation disclosed sufficient evidence to determine
19 that the alleged conduct did occur, but was in accord with law and with all
20 Oakland Police Department rules, regulations, or policies.
- 21 d. *Not Sustained*: The investigation did not disclose sufficient evidence to
22 determine whether or not the alleged conduct occurred.
- 23 e. *Filed*: The investigation cannot be completed due to the unavailability of a
24 witness or victim, or, the administrative investigation has been held in
25 abeyance pending the outcome of criminal charges against the member or
26 employee. “Filed” is not a final disposition, but an indication that a case is

1 pending further developments that all allow the completion of investigation.
2 All "Filed" cases shall be reviewed quarterly, by the IAD Commander or
3 his/her designee, to determine whether the conditions that prevented
4 investigation and final disposition have changed.

5 6. Any member or employee who is a subject of an internal investigation, as well as any
6 other member or employee on the scene of an incident at which misconduct has been alleged by a
7 complainant, shall be interviewed.

8 **F. Refusal to Accept or Refer Citizen Complaint**

9 Refusal to accept a citizen complaint, failure to refer a citizen to IAD (when that citizen can
10 be reasonably understood to want to make a citizen's complaint), discouraging a person from filing
11 a complaint, and/or knowingly providing false, inaccurate or incomplete information about IAD
12 shall be grounds for discipline for any OPD member or employee.

13 **G. Methods for Receiving Citizen Complaints**

14 OPD shall take the following steps to strengthen procedures for receiving citizen
15 complaints:

- 16 1. A recordable, toll-free complaint hotline shall be established. The hotline, staffed by
17 OPD personnel, shall have an advisement that the call is being recorded.
- 18 2. Guidelines for filing a citizen's complaint shall be prominently posted and
19 informational brochures shall be made available in key Departmental and municipal
20 locations.
- 21 3. OPD shall accept anonymous complaints. To the extent possible, OPD shall ask
22 anonymous complainants for corroborating evidence. OPD shall investigate
23 anonymous complaints to the extent reasonably possible to determine whether the
24 allegation can be resolved.
- 25 4. OPD personnel shall have available complaint forms and informational brochures on
26 the complaint process in their vehicles at all times while on duty.

Members/employees shall distribute these complaint forms and informational brochures when a citizen wishes to make a complaint, or upon request.

5. IAD shall be located in a dedicated facility removed from the Police Administration Building.

6. Complaint forms and informational brochures shall be translated consistent with City policy.

7. Complaint forms shall be processed in accordance with controlling state law.

H. Classifications of Citizen Complaints

Misconduct complaints shall be categorized according to "Class I" or "Class II" offenses.

1. Class I offenses are the most serious allegations of misconduct, which, if proven, might serve as the basis for a criminal prosecution and/or for dismissal from OPD.

a. The Class I offenses are:

- 1) Use of excessive force;
- 2) Fabrication of evidence, including the planting of inculpatory evidence;
- 3) Untruthfulness;
- 4) Knowingly and intentionally filing a false police report;
- 5) Insubordination;
- 6) Commission of a felony or serious misdemeanor;
- 7) Exhibition of bias or harassment, actions of a retaliatory nature, or failure to take reasonable steps to prevent retaliation;
- 8) Solicitation or acceptance of gifts or gratuities;
- 9) Willful false arrest, made knowingly without probable cause;
- 10) Failing to report others who commit any Class I offense.

b. Unless otherwise directed by the Chief of Police, Class I offenses shall be investigated by IAD investigators. Statements and interviews in Class I investigations shall be tape

1 recorded, but not transcribed except at the request of the subject member/employee, complainant,
2 command staff, Monitor, or the OIG.

3 2. Class II offenses shall include all other misconduct situations, such as rudeness, use
4 of obscenities, lack of attention, timeliness of response, or other performance deficiencies. Class II
5 investigations shall be conducted by the appropriate supervisor or manager, unless otherwise
6 directed by the Chief of Police. Statements and interviews from OPD personnel in Class II
7 investigations shall be tape recorded, but not transcribed except at the request of the subject
8 member/employee, complainant, command staff, Monitor, or the OIG. When a unit commander or
9 the assigned investigator encounters a Class I violation during a Class II, division-level
10 investigation, he/she shall contact the IAD Commander. The IAD Commander shall consult with
11 the Chief of Police to determine whether the investigation shall be forwarded to IAD or remain in
12 the unit in which the Class II violation was originally assigned.

13 **I. Contact of Citizen Complainant**

14 Citizen complainants shall be contacted, as soon as possible, by IAD or the investigator
15 assigned to the investigation, to determine the nature, scope and severity of the complaint, as well
16 as to identify potential witnesses and/or evidence as quickly as possible.

17 **J. Summary of Citizen Complaints Provided to OPD Personnel**

18 1. The investigator shall provide the member/employee with a brief synopsis of any
19 complaint alleged against them, but shall not allow the member/ employee to read the complaint
20 itself or to review citizen or other witness statements prior to the member/employee's interview.
21 Such synopses shall be preserved within the IAD file.

22 2. When notifying a member/employee that a complaint has been filed against him or
23 her, IAD shall also notify the subject's immediate supervisor and commander.

24 3. Upon completion of the IAD investigation and issuance of a final report by IAD, the
25 subject member/employee shall have access to the underlying data on which the report is based,
26 including all tape-recorded interviews, transcripts and investigator's notes.

1 **K. Disclosure of Possible Investigator Bias**

2 OPD shall establish a policy requiring that investigators (this covers IAD and field
3 investigators) disclose relationships which might lead to a perception of bias regarding the
4 subject(s) of any investigation, including such as family relationships, outside business
5 relationships, romantic relationships, close work or personal friendships. In cases where it is clear
6 that the nature of the relationship could be perceived to compromise the investigative process, the
7 involved investigator(s) shall recuse him/herself from the investigation. In more ambiguous
8 situations, the investigator(s) involved shall make full disclosure, in writing, to his/her supervisor.
9 In the case of a Class I investigation, that supervisor shall then make a recommendation to the IAD
10 or, in the case of a division-level investigation, the unit commander. The IAD, unit commander or,
11 as appropriate, his/her superior, shall replace the investigator in question with another investigator.

12 **L. Documentation of Pitchess Responses**

13 OPD shall implement an additional check on responses to Pitchess discovery motion
14 responses.

15 **M. Investigation of Allegations of *Manual of Rules* Violations Resulting from**
16 **Lawsuits and Legal Claims**

17 OPD shall investigate allegations of *Manual of Rules* violations resulting from lawsuits
18 involving misconduct and legal claims, and/or tort claims involving Class I and Class II violations,
19 treating them in the same manner as other citizens' complaints.

20 1. The litigation and IA processes shall be handled separately to avoid either process
21 being unnecessarily compromised should a personnel investigation be delayed, halted, not
22 undertaken, or in any way modified because the underlying matter is in litigation.

23 2. Personnel investigations shall not be delayed in any manner because the underlying
24 incident has resulted in litigation.

25 ///

26 ///

1 **N. Reviewing Findings and Disciplinary Recommendations**

2 Except upon written authorization from the Chief of Police, the operational chain of
3 command, from lieutenant up, shall be responsible for reviewing recommended findings and
4 making disciplinary recommendations in sustained internal investigations.

5 **O. Supporting IAD Process – Supervisor/Managerial Accountability**

6 Supervisors and commanders, as well as other managers in the chain of command, shall be
7 held accountable for supporting the IAD process. If an IAD investigation finds that a supervisor or
8 manager should have reasonably determined that a member/employee committed or violated a Class
9 I offense, then that supervisor or manager shall be held accountable, through the Department's
10 administrative discipline process, for failure to supervise, failure to review, and/or failure to
11 intervene.

12 **P. Audit, Review and Evaluation of IAD Functions**

13 OPD and the Monitor shall conduct audits, reviews and evaluations as specified in Section
14 XIII, paragraph H, and Section XIV, paragraph B.

15 **IV. SUPERVISORY SPAN OF CONTROL AND UNITY OF COMMAND**

16 Within 260 days from the effective date of this Agreement, the Chief of Police shall, based
17 on contemporary police standards and best practices, develop and implement policies to address the
18 following standards and provisions:

19 **A. Approval of Field-Arrest by Supervisor**

20 1. OPD shall develop standards for field supervisors that encourage or mandate close
21 and frequent supervisory contacts with subordinates on calls for service. The policies developed in
22 this Section shall require supervisors to respond to the scene of (at least) the following categories of
23 arrest, unless community unrest or other conditions at the scene make this impractical:

- 24 a. Felonies;
25 b. Narcotics-related possessory offenses;
26 c. Where there is an investigated use of force;

1 d. Penal Code §§69, 148 and 243(b)(c).

2 2. The responding supervisor shall review the arrest documentation to determine
3 whether probable cause for the arrest, or reasonable suspicion for the stop, is articulated, to ensure
4 that available witnesses are identified, to approve or disapprove the arrest in the field, and to log the
5 time of the contact.

6 **B. Unity of Command**

7 1. With rare exceptions (justified on a case-by-case basis), each member or employee
8 of the Department shall have a single, clearly identified supervisor or manager.

9 2. In general, sergeants should work the same schedule and have the same days off as
10 the individuals they supervise.

11 **C. Span of Control for Supervisors**

12 Within 90 days from the effective date of this Agreement, OPD shall develop and
13 implement a policy to ensure appropriate supervision of its Area Command Field Teams. The
14 policy shall provide that:

- 15 1. Under normal conditions, OPD shall assign one primary sergeant to each Area
16 Command Field Team, and, in general, (with certain exceptions) that supervisor's
17 span of control shall not exceed eight (8) members.
- 18 2. During day-to-day operations, in the absence of the primary supervisor (e.g., due to
19 sickness, vacation, compensatory time off, schools, and other leaves), the Watch
20 Commander shall determine, based on Department policy and operational needs,
21 whether or not to backfill for the absence of the sergeant on leave.
- 22 3. If a special operation, If a special operation, (e.g., Beat Feet, Special Traffic
23 Offenders Program (STOP), etc.) requires more than eight (8) members, the Area
24 Commander or Watch Commander shall determine the reasonable span of control for
25 the supervisor.
- 26 4. If long-term backfill requires the loan or transfer of a supervisor from another unit,

the Chief of Police and/or the Deputy Chief of Police shall make that decision.

D. Members', Employees' and Supervisors' Performance Review

1. Every OPD commander/manager shall meet at least twice per year with each of his/her members, employees and supervisors, to coach them regarding their strengths and weaknesses. These meetings shall be documented. If a member, employee or supervisor exhibits a performance problem, the commander/manager shall meet with him/her in accordance with the provision of Section VII, paragraph B (7)-(8), of this Agreement. Commanders/managers shall meet promptly with affected subordinates regarding complaints or commendations received.

2. Supervisors shall meet individually with members and employees at least twice per month for informal performance reviews. Supervisors shall maintain a record of these informal reviews.

3. Supervisors and commanders/managers shall be responsible for identifying patterns of improper behavior of their subordinates. In particular, Bureau of Field Operations sergeants and lieutenants shall scrutinize arrests and uses of force that have been historically associated with police misconduct, including arrests for very small amounts of drugs, arrests pursuant to searches with no underlying offense leading to the search, and Penal Code §§69, 148 and 243(b)(c) arrests with no underlying offense. Failure to identify such patterns and instances of misconduct when the supervisors or commanders/managers knew or reasonably should have known of the misconduct shall constitute grounds for discipline.

E. OPD/DA Liaison Commander

Within 60 days from the effective date of this Agreement, OPD shall establish a Management-Level Liaison (MLL) to the courts, the District Attorney's Office, and the Public Defender's Office. This unit or person shall ensure that cases which are lost or dropped due to bad reports, defective search warrants, granted 'Motion to Suppress,' contradictory evidence or testimony, or any other indication of performance problems or misconduct, are tracked. The OPD MLL shall be required to meet and cooperate with the Monitor. The DA's and PD's Offices may

1 attend meetings, as they deem appropriate.

2 **F. Command Staff Rotation**

3 The Chief of Police is committed to the regular rotation of Departmental command staff as
4 consistent with best practices in law enforcement agency management, based upon the
5 Department's immediate needs and best interests, including:

- 6 1. Special skills needed for an assignment;
- 7 2. Career development; and
- 8 3. Increasing Departmental efficiency and effectiveness.

9 **V. POLICY AND PROCEDURES FOR USE OF FORCE NOTIFICATION AND**
10 **REPORTING**

11 Within 390 days from the effective date of this Agreement, OPD shall develop and
12 implement a revised policy, and appropriate forms, regarding use of force reporting and review.

13 **A. Use of Force Reporting Policy**

14 The policy shall require that:

- 15 1. Members/employees notify their supervisor as soon as practicable following any
16 investigated use of force or allegation of excessive use of force.
- 17 2. In every investigated use of force incident, every member/employee using force, and
18 every member/employee on the scene of the incident at the time the force was used,
19 shall report all uses of force on the appropriate form, unless otherwise directed by
20 the investigating supervisor.
- 21 3. OPD personnel document, on the appropriate form, any use of force and/or the
22 drawing and intentional pointing of a firearm at another person.
- 23 4. A supervisor respond to the scene upon notification of an investigated use of force or
24 an allegation of excessive use of force, unless community unrest or other conditions
25 makes this impracticable.
- 26 5. OPD notify:

- 1 a. The Alameda County District Attorney's Office immediately or as soon as
2 circumstances permit, following a use of lethal force resulting in death or
3 injury likely to result in death.
- 4 b. The City Attorney's Office as soon as circumstances permit following the use
5 of lethal force resulting in death or serious injury. At the discretion of the
6 City Attorney's Office, a Deputy City Attorney shall respond to the scene.
7 The Deputy City Attorney shall serve only in an advisory capacity and shall
8 communicate only with the incident commander or his/her designee.
- 9 c. Departmental investigators regarding officer-involved shootings, in
10 accordance with the provisions of Section V, paragraph H, of this Agreement.

- 11 6. OPD enter data regarding use of force into OPD's Personnel Information
12 Management System (PIMS).

13 **B. Use of Force Investigation and Report Responsibilities**

14 An on-scene supervisor is responsible for completing an investigated Use of Force Report in
15 accordance with the provisions of Departmental General Order K-4, "Reporting and Investigating
16 the Use of Force."

- 17 1. OPD shall develop and implement a policy for conducting K-4 investigations that
18 include, at a minimum:

- 19 a. A statement taken from the member(s)/employee(s) using force;
20 b. Separating and separately interviewing all officers at the scene;
21 c. A Supplemental Report from other members/employees on the scene or a
22 statement taken, if deemed necessary by the investigating supervisor;
23 d. Identification and interviews of witnesses;
24 e. Consideration of discrepancies in information obtained from members,
25 employees and witnesses, and statements in the reports filed;
26 f. Whether the force used was pursuant to a legitimate law-enforcement

- 1 objective;
- 2 g. Whether the type and amount of force used was proportional to the resistance
- 3 encountered and reasonably related to the objective the members/employees
- 4 were attempting to achieve;
- 5 h. Whether the member/employee used reasonable verbal means to attempt to
- 6 resolve the situation without force, if time and circumstances permitted such
- 7 attempts;
- 8 i. Whether the force used was de-escalated or stopped reasonably when
- 9 resistance decreased or stopped;
- 10 j. Whether arrest reports or use of force reports contain “boilerplate” or “pat
- 11 language” (e.g., “fighting stance”, “minimal force necessary to control the
- 12 situation”);
- 13 k. Whether, in these and other regards, the use of force was in compliance with
- 14 OPD use of force policy;
- 15 l. Supervisor’s justification as to why any element of the policy was not
- 16 documented; and
- 17 m. Documentation of physical evidence and/or photographs.
- 18 2. All supervisors shall be trained in conducting K-4 investigations and such training
- 19 shall be part of a supervisory training course.
- 20 3. Investigated Use of Force Reports by on-scene supervisors shall include:
- 21 a. A description of the use of force incident;
- 22 b. A summary and analysis of all relevant evidence gathered during the
- 23 investigation;
- 24 c. An analysis and a proposed recommendation. The analysis supporting the
- 25 recommendation shall include:
- 26 1) Whether the force used was consistent with OPD policy and training,

- 2) Whether proper tactics were used, and
 - 3) Whether lesser force alternatives were available and/or practical.
 4. Reports of K-4 investigations shall be reviewed by the Watch Commander on duty at the time the incident occurred, the commander of the Police Service Area (PSA) in which the incident occurred, and the Area Commander/Division Commander and Deputy Chief of the involved personnel. All reviewers shall:
 - a. Make a recommendation as to whether the use of force was in or out of policy,
 - b. Order additional investigation and investigative resources when necessary, and
 - c. Comment on any training issue(s) when appropriate.
 5. Any recommendation that the use of force was out of compliance shall result in the incident being referred to the Internal Affairs Division for investigation.
 6. Members/employees involved in a use of force incident resulting in serious injury or death and/or an officer-involved shooting, shall be separated from each other as soon as practicable at the incident scene, and kept apart until they have completed their reports and been interviewed.
- C. Use of Force Review Board (UFRB)**
- OPD shall develop and implement a policy to enhance the UFRB. The policy shall:
1. Set out procedures, membership and a timetable for UFRB review of use of force investigations, except in those incidents involving the discharge of firearms;
 2. Require the UFRB to review all K-4 investigations;
 3. Require the UFRB to make a recommendation as to whether the use of force was in policy or out of policy;
 4. Require that any UFRB recommendation when the use of force was out of compliance shall be forwarded to the Internal Affairs Division for investigation;
 5. Require that the UFRB not review any use of force allegation until the completion of

1 all internal investigations;

2 6. Authorize the UFRB to recommend to the Chief of Police additional use of force
3 training or changes in policies or tactics, or additional standards, investigatory
4 policies, or training for use of force investigations;

5 7. Require the UFRB to conduct an annual review of use of force cases examined, so as
6 to identify any patterns of use of force practices (including K-3) that may have policy
7 or training implications, and thereafter, issue a report to the Chief of Police;

8 8. Require that the UFRB membership include, at a minimum, one member from the
9 Training Division, one member from the Field Training Officer program, and either
10 the Bureau of Field Operations Deputy Chief or his/her designee;

11 9. Minimally, that one member of the UFRB shall be replaced at least annually.

12 **D. Oleoresin Capsicum Log and Checkout Procedures**

13 OPD shall continue to keep a log of Oleoresin Capsicum (OC) spray canisters checked out
14 and used by any member or authorized employee. The log shall be computerized and electronically
15 accessible within one year of entry of this Agreement and regular reports shall be prepared and
16 distributed.

17 **E. Use of Force — Investigation of Criminal Misconduct**

18 OPD shall develop a policy to report, as soon as possible, any use of force situation, citizen
19 complaint or other member-/employee-involved action in which there is apparent evidence of
20 criminal misconduct by a member/employee to the Alameda County District Attorney's Office for
21 their review and collaboration.

22 **F. IAD Investigation Priority**

23 OPD shall coordinate its administrative investigation of a member/employee with the
24 Alameda County District Attorney's Office if a criminal proceeding is potentially viable. When
25 OPD initiates an interview or interrogation of OPD personnel and it appears that the subject may be
26 charged with a crime, or the subject asserts his or her Fifth Amendment rights on grounds that the

1 answers to questions posed may be incriminating, such interrogation must be preceded by a
2 Lybarger warning.

3 **G. Firearms-Discharge Board of Review**

4 1. A Firearms-Discharge Board of Review shall be convened for every officer-involved
5 firearms discharge, as defined in Departmental General Order K-3. The Board shall have access to
6 tapes and/or transcripts of interviews of all personnel on the scene, including citizen witnesses, and
7 shall be empowered to call in any OPD personnel it believes should testify.

8 2. OPD shall continue the policies and practices for the conduct of Firearms Discharge
9 Boards of Review, as contained in Special Order 5095 (July 13, 2001).

10 **H. Officer-Involved Shooting Investigation**

11 OPD shall develop a policy to ensure that, in every officer-involved shooting in which a
12 person is struck, Homicide and Internal Affairs investigators respond to the scene. The shooting
13 investigation shall be conducted in partnership with, and when deemed appropriate by, the Alameda
14 County District Attorney's Office. Interviews of the subject officer(s) shall be conducted jointly
15 with the appropriate staff from Homicide and the Office of the District Attorney. The District
16 Attorney and City Attorney shall be notified in accordance with the provisions of Section V,
17 paragraph A (5), of this Agreement. All evidentiary material shall be duplicated and provided to the
18 Alameda County District Attorney's Office, the Internal Affairs Division, and the City Attorney's
19 Office.

20 **I. Use of Camcorders**

21 OPD shall explore the use and cost-effectiveness of camcorders in Patrol vehicles.

22 **VI. REPORTING PROCEDURES**

23 Within 154 days from the effective date of this Agreement, OPD shall establish policy and
24 procedures for the following:

25 **A. Misconduct**

26 OPD personnel shall report misconduct by any other member or employee of the

1 Department to their supervisor and/or IAD. The policy shall state that corrective action and or
2 discipline shall be assessed for failure to report misconduct. OPD shall require every member and
3 employee encountering a use of force that appears inappropriate, or an arrest that appears improper,
4 to report the incident to his/her supervisor and/or IAD. OPD shall establish and maintain a
5 procedure for a member/employee to report police misconduct on a confidential basis.

6 1. Any member/employee of OPD may report a suspected case of police misconduct
7 confidentially to the commander of IAD.

8 2. The member/employee reporting this conduct shall indicate clearly to the
9 commander of IAD that the report is being made under these confidential provisions.

10 3. The report may be made in person, by telephone, or in writing. The IAD
11 Commander shall document the report in a confidential file that shall remain accessible only to the
12 IAD Commander.

13 4. The case shall be investigated without disclosure of the complainant's name, unless
14 and until such disclosure is required by law.

15 5. This confidential reporting procedure shall be made known to every member/
16 employee of OPD and to all new members/employees of OPD within two (2) weeks of hiring.

17 **B. Vehicle Stops, Field Investigation and Detentions**

18 1. OPD shall require members to complete a basic report on every vehicle stop, field
19 investigation and every detention. This report shall include, at a minimum:

- 20 a. Time, date and location;
- 21 b. Identification of the initiating member or employee commencing after the
22 first year of data collection;
- 23 c. Reason for stop;
- 24 d. Apparent race or ethnicity, and gender of individual(s) stopped;
- 25 e. Outcome of stop (arrest, no arrest);
- 26 f. Whether a search was conducted, and outcome of search;

1 g. Offense categories (felony, misdemeanor or infraction).

2 2. This data shall be entered into a database that can be summarized, searched, queried
3 and reported by personnel authorized by OPD.

4 3. The development of this policy shall not pre-empt any other pending or future
5 policies and or policy development, including but not limited to “Promoting Cooperative Strategies
6 to Prevent Racial Profiling.”

7 **C. Use of Force Reports – Witness Identification**

8 1. OPD shall require, by policy, that every Use of Force Report, whether felonies were
9 involved or not, include the names, telephone numbers, and addresses of witnesses to the incident,
10 when such information is reasonably available to the members/employees on the scene.

11 2. In situations in which there are no known witnesses, the report shall specifically state
12 this fact. Policy shall further require that in situations in which witnesses were present but
13 circumstances prevented the author of the report from determining the identification or phone
14 number or address of those witnesses, the report shall state the reasons why the member/employee
15 was unable to obtain that information. Reports shall also include the names of all other
16 members/employees of OPD witnessing the incident.

17 **D. Procedures for Transporting Detainees and Citizens**

18 1. OPD shall continue to require every member and employee to log in and log out on
19 the radio when transporting a detainee or any other civilian. The radio report shall include time,
20 mileage, location, purpose of transport, gender of individual being transported, and identification of
21 the member or employee involved in the transport.

22 2. This requirement does not apply to “wagons” engaged exclusively in the transport of
23 prisoners. These “wagons” shall continue to comply with the provisions of Departmental General
24 Order (DGO) O-2, “Transportation of Prisoners and Persons in Custody.”

25 **E. Internal Investigations – Retaliation Against Witnesses**

26 OPD shall prohibit retaliation against any member or employee of the Department who:

1. Reports misconduct by any other member or employee, or
2. Serves as a witness in any proceeding against a member or employee.

The policy prohibiting retaliation shall acknowledge that retaliation may be informal and subtle, as well as blatant, and shall define retaliation as a violation for which dismissal is the presumptive disciplinary penalty. Supervisors, commanders and managers shall be held accountable for the conduct of their subordinates in this regard. If supervisors, commanders or managers of persons engaging in retaliation knew or reasonably should have known that the behavior was occurring, they shall be subject to the investigative, and if appropriate, the disciplinary process.

F. Citizens Signing Police Forms

OPD personnel shall be required to ensure that citizens who sign written statements on a Statement form draw a diagonal stripe from the end of the written narrative to the bottom of the page, and sign along that stripe. Statements taken on offense reports shall be signed by the citizen immediately following the statement.

G. Personnel Arrested, Sued and/or Served with Civil or Administrative Process

1. OPD shall continue its policy requiring OPD personnel to report, to IAD directly and through his/her chain of command, within 72 hours, any occurrence in which that member or employee has been:

- a. Arrested; or
- b. Sued and/or served with civil or administrative process related to his/her employment or containing allegations which rise to the level of a *Manual of Rules* violation.

2. OPD shall develop a policy requiring OPD personnel to report to the Chief of Police, through his/her chain of command, within 72 hours, that they have been served with civil or administrative process, including tort claims, financial claims, whenever applying for a transfer to or serving in:

- 1 a. The Gang Unit, Vice/Narcotics Section, Intelligence Division or Internal
- 2 Affairs Division;
- 3 b. An assignment that may tend to indicate a conflict of interest with respect to
- 4 the performance of his/her official duties; or
- 5 c. A specialized unit in which there is a strong possibility that bribes or other
- 6 improper inducements may be offered.

7 3. For the purposes of this Agreement, allegations involving “financial claims” mean
8 civil or administrative process claims relating to judgments for collection related to property
9 seizures, taxes, judgments for money owed, debt as a debtor or creditor, filing bankruptcy,
10 garnishments, liens, attachments on bank or savings accounts, spousal support, child support and/or
11 foreclosure.

12 **VII. PERSONNEL INFORMATION MANAGEMENT SYSTEM (PIMS)**

13 **A. Purpose**

14 Within 635 days from the effective date of this Agreement, OPD shall enhance its existing
15 complaint-tracking and select indicator systems so that it has a fully implemented, computerized
16 relational database for maintaining, integrating and retrieving data necessary for supervision and
17 management of OPD and its personnel. This data shall be used by OPD: to promote professional
18 police practices; to manage the risk of police misconduct; and to evaluate and audit the performance
19 of OPD members of all ranks, employees, and OPD units, subunits and shifts. PIMS shall contain
20 information on the following:

- 21 1. All uses of force required to be reported by OPD;
- 22 2. OC spray canister check-out log (see Section V, paragraph D)
- 23 3. All police-canine deployments;
- 24 4. All officer-involved shootings and firearms discharges, both on duty and off duty;
- 25 5. All on-duty vehicle pursuits, traffic accidents and traffic violations;
- 26 6. All citizen complaints, whether made to OPD or CPRB;

7. All civil suits and/or tort claims related to members' and employees' employment at OPD, or which contain allegations which rise to the level of a *Manual of Rules* violation;
8. Reports of a financial claim as described in Section VI, paragraph G (3).
9. All in-custody deaths and injuries;
10. The results of adjudications of all investigations related to items (1) through (9), above, and a record of all tentative and final decisions or recommendations regarding discipline, including actual discipline imposed or non-disciplinary action;
11. Commendations and awards;
12. All criminal arrests of and charges against OPD members and employees;
13. All charges of resisting or obstructing a police officer (Penal Code §§69 and 148), assault on a police officer (Penal Code §243(b)(c), or assault-with-a-deadly-weapon on a police officer (Penal Code §245(b)(c);
14. Assignment and rank history for each member/employee;
15. Training history for each member/employee;
16. Line-of-duty injuries;
17. Sick leave usage, particularly one-day sick leaves;
18. Report Review Notices or Case Evaluation Reports for the reporting member/employee and the approving supervisor;
19. Criminal cases dropped due to concerns with member veracity, improper searches, false arrests, etc.; and
20. Other supervisory observations or concerns.

B. Use of Personnel Information Management System (PIMS)

Within 375 days from the effective date of this Agreement, OPD shall develop a policy for use of the system, including supervision and audit of the performance of specific members, employees, supervisors, managers, and OPD units, as well as OPD as a whole. The policy shall

1 include the following elements:

- 2 1. Within 90 days from the effective date of this Agreement, the Chief of Police shall
3 designate a PIMS Administration Unit. The PIMS Administration Unit shall be
4 responsible for administering PIMS and, no less frequently than quarterly, shall
5 notify, in writing, the appropriate Deputy Chief and the responsible
6 commander/manager of an identified member/employee who meets the PIMS
7 criteria.
- 8 2. The Department shall maintain all the PIMS data for at least five (5) years.
- 9 3. The Monitor, Inspector General and Compliance Coordinator shall have full access
10 to PIMS to the extent necessary for the performance of their duties under this
11 Agreement and consistent with Section XIII, paragraph K, and Section XIV of this
12 Agreement.
- 13 4. PIMS, and the PIMS data and reports are confidential and not public information.
- 14 5. On a quarterly basis, commanders/managers shall review and analyze all relevant
15 system information concerning personnel under their command, to detect any pattern
16 or series of incidents which may indicate that a member/employee, supervisor, or
17 group of members/employees under his/her supervision may be engaging in at-risk
18 behavior. The policy shall define specific criteria for determining when a
19 member/employee or group of members/employees may be engaging in at-risk
20 behavior.
- 21 6. Notwithstanding any other provisions of the PIMS policy to be developed, the policy
22 shall include, at a minimum, a requirement that any member/employee who receives
23 three (3) or more citizen complaints during an 30-month period, or any
24 member/employee who has any combination of five (5) or more citizen complaints,
25 Penal Code §§69, 148 and 243(b)(c) arrests within a 30-month period, shall be
26 identified as a subject for PIMS intervention. For the purposes of these two criteria,

1 a single incident shall be counted as “one” even if there are multiple citizen
2 complaints arising from the incident or combined with an arrest for Penal Code
3 §§69, 148 or 243(b)(c).

4 7. When review and analysis of data indicate that a member/employee may be engaging
5 in at-risk behavior, commanders/managers shall undertake a more intensive review
6 of the member/employee’s performance and personnel history. Members/employees
7 shall be required to attend a documented, non-disciplinary PIMS review meeting
8 with their designated commander/manager and supervisor. The purpose of this
9 meeting shall be to review the member/employee’s performance and recommend
10 appropriate remedial action, if necessary. After discussing the issues, the
11 member/employee shall be dismissed from the meeting, and the designated
12 commander/manager and the member/employee’s immediate supervisor shall remain
13 and discuss the situation and the member/employee’s response. The primary
14 responsibility for any corrective action required should be placed upon the
15 supervisor. Remedial action may include additional training, reassignment,
16 additional supervision, coaching or personal counseling. The performance of
17 members/ employees subject to PIMS review shall be monitored by their designated
18 commander/manager for the specified period of time following the initial meeting,
19 unless released early or extended (as outlined in Section VII, paragraph B (8)).

20 8. Members/employees who meet the PIMS criteria specified in Section VII, paragraph
21 B (6), shall be monitored for a minimum of 12 months. There shall be two (2)
22 documented, mandatory follow-up meetings with the member/ employee’s
23 immediate supervisor and designated commander/manager: The first at three (3)
24 months and the second at one (1) year. Member/employees subject to PIMS review
25 for minor, easily correctable performance deficiencies may be dismissed from the
26 jurisdiction of PIMS upon the written approval of the member/employee’s

1 responsible Deputy Chief, following a recommendation in writing from the
2 member/employee's immediate supervisor. This may occur at the three-month
3 follow-up meeting or at any time thereafter, as justified by reviews of the
4 member/employee's performance. When a member/employee is not discharged from
5 PIMS jurisdiction at the one-year follow-up meeting, PIMS jurisdiction shall be
6 extended, in writing, for some discrete period in three-month increments at the
7 discretion of the member/employee's responsible Deputy Chief. When PIMS
8 jurisdiction is extended beyond the minimum one-year review period, additional
9 review meetings involving the member/employee, the member/ employee's
10 designated commander/manager and immediate supervisor, shall take place no less
11 frequently than every three (3) months.

- 12 9. On a quarterly basis, OPD commanders/managers shall review and analyze relevant
13 data in PIMS about subordinate commanders and/or managers and supervisors
14 regarding their ability to adhere to policy and address at-risk behavior. All
15 commanders/managers shall conduct quarterly unit-integrity meetings with their
16 supervisory staffs for the purpose of assessing and sharing information about the
17 state of the unit and identifying potential or actual integrity-control problems within
18 the unit. These meetings shall be scheduled to follow-up on supervisors'
19 assessments of their subordinates' eligibility for PIMS participation. These meetings
20 shall consider all outstanding complaints and investigations, as well as complaints
21 and investigations closed since the last integrity meeting. Also considered shall be
22 patterns involving use of force, sick leave, line-of-duty injuries, narcotics-related
23 possessory offenses, and vehicle accidents that are out of the norm among either
24 personnel in the unit or among the unit's subunits. Commanders/managers shall
25 ensure that confidential minutes of the meetings are taken and retained for a period
26 of five (5) years. Commanders/managers shall take appropriate action on apparent

patterns of the conduct specified in this paragraph.

10. At least annually, commanders shall meet with the IAD to discuss the state of their commands and any potential or actual integrity-control problems within the unit. Prior to such meetings, minutes of unit-integrity meetings shall be submitted to the IAD for review. Commanders shall be responsible for developing and documenting plans to ensure the integrity of their units, and for addressing any real or potential problems that may be apparent.
11. PIMS information shall be taken into account for promotion, transfer and special assignment, and in connection with annual personnel performance evaluations.
12. Actions taken as a result of PIMS review shall be documented in a timely manner.
13. Relevant and appropriate PIMS information shall be taken into account in connection with determinations of appropriate discipline for sustained misconduct allegations.
14. Notwithstanding other requirements of the policy developed for PIMS, a review meeting involving the member/employee's designated commander/manager shall be held no later than 20 days following notification of the Deputy Chief that the member/employee has met the PIMS criteria.
15. The PIMS policy to be developed shall include a provision that a member/employee making unsatisfactory progress within PIMS review may be transferred and/or loaned to another supervisor, another assignment or another Division, at the discretion of the Bureau Chief if the transfer is within his/her Bureau. Inter-Bureau transfers shall be approved by the Chief of Police. In general, when a member/employee is transferred because of unsatisfactory progress, that transfer shall be to a position with little or no citizen contact. Sustained citizens' complaints from incidents subsequent to a member/employee's referral to PIMS shall continue to result in corrective measures; however, such corrective measures shall not

necessarily result in a member/employee's exclusion from, or continued inclusion in, PIMS. The member/employee's exclusion or continued inclusion in PIMS shall be at the discretion of the Chief of Police or his/her designee and shall be documented.

16. In parallel with the PIMS program described above, the Department may wish to continue the Early Intervention Review Panel.

17. On a semi-annual basis, beginning within 90 days from the effective date of this Agreement, the Chief of Police, the Bureau of Field Operations Deputy Chief, the commander of IAD, and the commander responsible for the PIMS Administration Unit shall meet with the Monitor to review the operation and progress of the PIMS. At these meetings, OPD administrators shall summarize, for the Monitor, the number of members/employees who have been identified for review, pursuant to the PIMS policy, and the number of members/employees who have been identified for inclusion in the PIMS system pursuant to those reviews. The Department administrators shall also provide data summarizing the number of times that various corrective actions have been taken as a result of PIMS and/or the disciplinary sanctions which been administered. The major objectives of each of these semi-annual meetings shall be consideration of whether the PIMS policy is adequate with regard to detecting patterns of misconduct or poor performance issues as expeditiously as possible and if PIMS reviews are achieving their goals.

18. Nothing in this Agreement, and more specifically, no provision of PIMS, shall be construed as waiving, abrogating or in any way modifying the Department's rights with regard to discipline of its members/employees. The Department may choose, at its discretion, to initiate the administrative discipline process, to initiate PIMS review or to use both processes concurrently or consecutively.

VIII. FIELD TRAINING PROGRAM

Within 323 days of the effective date of this Agreement, OPD shall develop and implement

1 a plan to enhance its Field Training Program. This plan shall address the criteria and method for
2 selecting FTOs, the training provided to FTOs to perform their duty, supervision and evaluation of
3 FTOs, the length of time that trainee officers spend in the program, and the methods by which FTOs
4 assess and evaluate trainee officers in field training. The plan must ensure proper reporting, review
5 and approval of probationary officers' reports.

6 **A. Field Training Program Coordinator**

7 The Chief of Police shall assign a full-time sergeant for the first year who shall develop and
8 implement the new policies and procedures described in this section. The Chief of Police shall
9 determine, upon successful completion of the development and implementation of these policies, if
10 it is necessary to continue the position at the rank of sergeant, but in any event, the position shall
11 continue as a full-time position.

12 **B. Trainee Rotation**

13 During their field training, trainee officers shall rotate to a new FTO and a new geographic
14 area of the City at predetermined intervals. Prior to rotation, trainee officers shall be interviewed by
15 the Field Training Program Coordinator or his/her designee and given an opportunity to raise any
16 questions or concerns they may have about the quality of training provided to them.

17 **C. FTO Participation Incentives**

18 OPD shall increase the incentives for participation in the FTO program so that the
19 Department will have a larger pool of qualified, experienced candidates from which to choose.

20 **D. FTO Candidate Nomination and Requirements**

21 FTO candidates shall be nominated by field supervisors and commanders, but shall be
22 approved for assignments to this duty, and for retention in it, by the Chief of Police. All FTO
23 candidates must have completed three (3) years of Departmental service before selection, unless
24 specifically authorized by the Chief of Police. FTO candidates shall be required to demonstrate
25 their commitment to community policing, and their problem- solving and leadership abilities.
26 Ethics, professionalism, relationships with the community, quality of citizen contacts and

1 commitment to OPD philosophy shall be primary criteria in the selection of FTOs. Excessive
2 numbers of citizen complaints, sustained investigations or excessive numbers of use of force
3 incidents shall bar a candidate from selection as an FTO for no less than two (2) years.

4 **E. Decertification**

5 The presumptive result of sustained disciplinary action against an FTO or the FTO Program
6 Coordinator for excessive force, unlawful arrest, false testimony, racial, ethnic, sexual-orientation
7 or gender-based discrimination or slurs, or other serious examples of police misconduct, shall be
8 removal from the FTO program. The Deputy Chief of the member's chain of command may
9 recommend to the Chief of Police to grant an exception to this presumption after conducting a
10 hearing on the facts of the matter. The Chief of Police shall document the approval/disapproval in
11 writing.

12 **F. FTO Assignment**

13 Assignment to an FTO position shall be contingent upon successful completion of a training
14 course designed for this position and shall be approved by OPD and the State of California Peace
15 Officers' Standards and Training.

16 **G. FTO Evaluation**

17 At the end of a complete FTO cycle, trainee officers leaving the FTO program shall
18 anonymously evaluate each of their FTOs. OPD shall develop a form for such evaluations which
19 emphasize effectiveness at training and effectiveness at supervision. The evaluation form shall also
20 assess the degree to which the FTO program reflected policies, procedures, values and other
21 information taught in the recruit academy. The FTO evaluation forms shall be reviewed by the
22 Field Training Program Coordinator and the individual FTO's commander and supervisor. The
23 Field Training Program Coordinator shall provide evaluation information to the FTOs as a group,
24 concerning program effectiveness. Each FTO shall also be provided with evaluation information
25 regarding their individual performance. The individual evaluation forms shall not be made
26 available to individual FTOs in the interest of maintaining anonymity of trainee officers who have

1 completed the forms.

2 **H. Daily Evaluation Audit**

3 The Field Training Program Coordinator, or his/her designee, shall conduct random audits
4 of the FTO program to ensure that FTOs complete daily evaluations of trainee officers and that the
5 selection standards for FTOs are maintained.

6 **I. Trainee Officer Assignment**

7 When a trainee officer's FTO is absent, the trainee officer shall not be assigned to field
8 duties with an "acting" FTO. They shall be placed with another certified FTO, or shall be assigned
9 to non-field duties, pending the availability of a certified FTO.

10 **J. Field Commander and FTO Supervisor Training**

11 OPD shall provide field commanders and supervisors with training on the FTO program,
12 including the field-training curriculum, the role of the FTO, supervision of FTOs and probationary
13 employees, the evaluation process and the individual duties and responsibilities within the FTO
14 program.

15 **K. Focus Groups**

16 The Field Training Program Coordinator and Academy staff shall conduct focus groups with
17 randomly selected trainee officers midway through the field-training cycle, upon completion of field
18 training, and six (6) months after completion of the field training program, to determine the extent
19 to which the Academy instructors and curriculum prepared the new officers for their duties.

20 **L. Consistency of Training**

21 The results of these focus group sessions shall be reviewed at a meeting to include the
22 Training Division Commander, the FTO Program Coordinator, the BFO Deputy Chief, and the BOS
23 Deputy Chief. If it is determined that there is a substantial discrepancy between what is taught in
24 the Academy and what is taught in the FTO program, there shall be a determination as to which is
25 correct, and either the training Academy or the FTO program shall make the necessary changes so
26 that the desired training information is consistent. In the event that the discrepancies appear to be

1 the result of one or more individual FTOs, rather than the FTO program as a whole, the review
2 group shall determine whether the discrepancies are serious enough to warrant removal of that
3 officer or officers from the FTO program. The results of the meeting of this review group shall be
4 documented and this information shall be provided to the Monitor.

5 **IX. ACADEMY AND IN-SERVICE TRAINING**

6 **A. Academy Training Plan**

7 Within 540 days of the effective date of this Agreement, OPD shall develop and implement
8 a plan to enhance its Academy and in-service training to ensure that OPD personnel at all levels are
9 adequately trained for their positions, and aware of and able to implement the most contemporary
10 developments in police training. This plan shall include a review of OPD's training curriculum,
11 with additional emphasis on ethics and professionalism, critical thinking and problem solving,
12 conflict resolution, and relationships with the community. The plan shall also address the criteria
13 and method for selecting OPD training instructors, the training provided to instructors, procedures
14 for evaluating the content and quality of training provided to OPD personnel and procedures for
15 maintaining training records for OPD personnel. In arriving at the plan regarding staffing, training
16 content and methodology, OPD shall consult with at least four (4) other, large law-enforcement
17 agencies within the United States which have excellent reputations for professionalism. In
18 particular, OPD shall consult with these agencies about qualifications and other criteria to be used
19 in selecting staff for training positions. OPD shall also review the approach of these other law
20 enforcement agencies in training both new staff and experienced staff on ethics and
21 professionalism, critical thinking and problem solving, conflict resolution, and relationships with
22 the community.

23 **B. Professionalism and Ethics**

24 OPD shall expand professionalism and ethics as a training topic within the recruit academy,
25 in-service training, and field training. Wherever possible, OPD shall include and address issues of
26 professionalism and ethics using curricula that employ realistic scenario-based training exercises.

1 **C. Supervisory and Command Training**

2 OPD shall provide all supervisors and commanders/managers with mandatory 40-hour in-
3 service supervisory and leadership training. Supervisors shall attend training prior to promotion.
4 Commanders shall attend training within six (6) months of promotion. Such training shall include
5 supervisory and command accountability, and ethics and professionalism, with emphasis on
6 supervisory and management functions and situations, and shall include both scenario-based
7 training and case studies.

8 **D. In-Service Training**

9 OPD shall provide all members with forty (40) hours of in-service training every eighteen
10 (18) months.

11 1. Sergeants shall receive at least 20 hours of training designed for supervisors every 18
12 months.

13 2. Staff at the rank of lieutenant and above shall receive at least 20 hours of training
14 designed for commanders/managers and administrators every 18 months.

15 **E. Training Staff Record Review**

16 Appointment to the Academy staff or other staff training position shall also require a review
17 of the record of the individual being considered, to ensure that the individual does not have a record
18 of any Class I offense, as defined in Section III, paragraph H (1), within the prior two (2) years, and
19 that the individual is supportive of the philosophy and values of OPD.

20 **X. PERSONNEL PRACTICES**

21 Within 120 days from the effective date of this Agreement, OPD shall develop and
22 implement enhanced personnel policies and practices as follows:

23 **A. Performance Appraisal Policy**

24 Performance appraisals shall be written individually for the member/employee being
25 evaluated and shall accurately reflect the quality of each member/employee's performance.

26 1. Supervisors and commanders shall document, in performance appraisals, that they

1 are aware of the nature and progress of complaints and investigations against members/employees,
2 and shall consider such complaints and investigations in their performance appraisal of
3 subordinates.

4 2. Supervisors and commanders shall document, in performance appraisals, that they
5 have carefully monitored members': uses of force; "sick" and "injured" leaves; arrests for narcotics-
6 related possessory offenses not made as a result of searches conducted pursuant to arrests for other
7 offenses; arrests involving charges of Penal Code §§69, 148 and/or 243(b)(c); and vehicle
8 accidents. When appropriate, supervisors and commanders shall be held accountable for having
9 identified and acted upon patterns, among personnel in the unit, involving use of force, sick leave,
10 line-of-duty injuries, narcotics-related possessory offenses, and on-duty vehicle accidents.

11 3. OPD shall use the performance appraisal system to hold PSA lieutenants accountable
12 for whether their subordinate supervisors are working to enhance the quality of community contacts
13 by their beat officers.

14 4. OPD shall conduct regular audits of the performance appraisal system to ensure
15 compliance with the above requirements.

16 5. The immediate supervisor of every member/employee of the Department shall have
17 primary responsibility for conducting and writing the performance appraisal for that
18 member/employee. For example, the patrol sergeant shall be responsible for conducting and writing
19 the performance appraisal for each member/employee he or she supervises. However, every
20 supervisor/manager in that member/employee's direct chain of command, up to and including the
21 Deputy Chief of that Bureau, shall review, sign and date every performance appraisal of every
22 member/employee within his or her command. If the reviewer disagrees, he/she shall write an
23 addendum to the evaluation expressing his/her concerns.

24 6. When a member/employee, during the course of the period being appraised, had
25 substantial collateral duties supervised by someone other than his or her regular and direct
26 supervisor, the other supervisor or manager shall contribute to the performance appraisal by

1 consulting with the direct immediate supervisor and by, at a minimum, writing a separate narrative
2 evaluation that shall be signed, dated and included as a regular part of the performance appraisal.
3 Similarly, when a member/employee has been supervised by two (2) or more individuals during the
4 course of the appraisal period, because of transfer of the member/employee or the supervisor,
5 primary responsibility for the performance appraisal shall be in accordance with the provisions of
6 Departmental General Order B-6, "Performance Appraisal." In the case of a promotion, the
7 promotee's new supervisor shall be responsible for the evaluation.

8 **B. Consistency-of-Discipline Policy**

9 OPD shall revise and update its disciplinary policy to ensure that discipline is imposed in a
10 fair and consistent manner.

11 1. The policy shall describe the circumstances in which disciplinary action is
12 appropriate and those in which Division-level corrective action is appropriate.

13 2. The policy shall establish a centralized system for documenting and tracking all
14 forms of discipline and corrective action, whether imposed centrally or at the Division level.

15 3. Class I investigations which result in a sustained finding shall be submitted to the
16 subject's accountable commander/manager for a disciplinary recommendation. The Chief of Police
17 may convene a meeting of commanders/managers in the affected chain-of-command for a
18 confidential discussion of the misconduct taking into consideration the member/employee's overall
19 performance.

20 4. Class II offenses investigated at the Division level which result in a sustained finding
21 shall be corrected through progressive discipline so as to address overall performance deficiencies.
22 Before recommending corrective actions, the designated commander/manager shall review the
23 sustained person's prior history of disciplinary and corrective actions to determine if there is an
24 indication of a pattern of unacceptable behavior. If the review does not indicate a pattern of
25 unacceptable behavior, the designated commander/ manager may choose to counsel the member or
26 employee, send the member or employee for retraining, or issue a "Performance Deficiency

1 Notice.” If the review indicates a pattern of unacceptable behavior, then the designated
2 commander/manager shall notify his/her immediate superior that a higher level of discipline is
3 recommended and shall discuss the appropriate level of that discipline to correct the pattern.

4 **C. Promotional Consideration**

5 1. Sustained misconduct cases against a member/employee shall be an important factor
6 in determining promotability. There shall be a presumptive ineligibility for promotion for 12
7 months following the sustained finding of a Class I offense as defined in Section III, paragraph
8 H(1). Such cases shall be considered important in evaluating promotability for three (3) years
9 following the completion of the investigation.

10 2. In addition to other factors, the Chief of Police shall consider the following criteria
11 in making promotional determinations:

- 12 a. Commitment to community policing;
- 13 b. Quality of citizen contacts;
- 14 c. Number of citizen complaints;
- 15 d. Instances of unnecessary use of force;
- 16 e. Support for Departmental integrity measures.

17 **XI. COMMUNITY POLICING PLAN**

18 Within 138 days from the effective date of this Agreement, OPD shall develop and
19 implement a plan to strengthen its commitment to relationships with local communities including,
20 but not limited to, the following:

- 21 1. OPD shall host at least one (1) community meeting per quarter in each Patrol Service
22 Area.
- 23 2. Each patrol supervisor, and officer assigned to a regular beat or geographic area of
24 the City, shall attend a minimum of one (1) community meeting per quarter in the
25 Area he/she is regularly assigned.
- 26 3. OPD shall develop mechanisms to measure its community policing and problem

1 solving activities.

2 4. OPD shall incorporate positive statistics on community policing and problem solving
3 activities in "Crime-Stop" meetings, along with information on citizen complaints
4 and use of force incidents.

5 5. The appropriate Departmental personnel shall arrange a meeting within 60 days
6 unless not feasible with representatives of an established organization active within
7 Oakland (PUEBLO, ACLU, NAACP, etc.), community groups or church groups, if
8 an organization communicates a concern regarding specific police personnel or
9 practices.

10 **XII. DEPARTMENTAL MANAGEMENT AND ANNUAL MANAGEMENT**
11 **REPORT**

12 Within 116 days from the effective date of this Agreement, OPD shall develop and
13 implement a policy requiring each functional unit of OPD to prepare a management report every 12
14 months. The division commanders individually shall meet with the Chief of Police and their
15 respective Deputy Chief to thoroughly review the management report of that division. These
16 management reports shall include relevant operating data and also highlight ongoing or
17 extraordinary problems and noteworthy accomplishments.

18 **XIII. INDEPENDENT MONITORING**

19 **A. Monitor Selection and Compensation**

20 1. Within 60 days after entry of this Agreement, the City and plaintiffs' counsel shall
21 mutually select a Monitor, subject to the approval of the Court, who shall review and report on
22 OPD's implementation of, and assist with OPD's compliance with this Agreement. The selection
23 of the Monitor shall be pursuant to a method jointly established by the plaintiffs' counsel and the
24 City. In selecting the Monitor, plaintiffs' counsel and the City recognize the importance of ensuring
25 that the fees and costs borne by the City are reasonable, and, accordingly, fees and costs shall be one
26 factor considered in selecting the Monitor.

1 2. The maximum sum to be paid the Monitor, including any additional persons he or
2 she may associate pursuant to Section XIII, paragraph C (1)(2) (excluding reasonable costs or fees
3 associated with non-compliance or breach of the Agreement by the City or the Department), shall be
4 set forth in a contract between the City and the Monitor and approved by the City Council. The
5 contract amount shall be calculated to fairly and reasonably compensate the Monitor for
6 accomplishing the tasks and responsibilities set forth in this Agreement. The maximum amount
7 specified in the contract will not exceed four million dollars (\$4,000,000.00) for the entire five
8 years of the implementation of the Settlement Agreement. Should the monitoring be extended for
9 an additional period of time, the compensation will be renegotiated subject to the approval of the
10 City Council.

11 3. If the plaintiffs' counsel and City are unable to agree on a Monitor, or on an
12 alternative method of selection, the plaintiffs' counsel and the City each shall submit to the Court
13 no more than two (2) names of persons who shall have the following attributes:

- 14 a. A reputation for integrity, even-handedness and independence;
- 15 b. Experience as a law enforcement officer, expertise in law enforcement
16 practices, or experience as a law enforcement practices monitor;
- 17 c. An absence of bias, including any appearance of bias, for or against the
18 plaintiffs, the City, the Department, or their officers or employees; and
- 19 d. No personal involvement, in the last five (5) years, whether paid or unpaid,
20 with a claim or lawsuit against the City or the Department, or any of their
21 officers, agents or employees, unless waived by the parties, which waiver
22 shall not be unreasonably withheld.

23 To assist the Court in selecting the Monitor when there is a disputed selection as above, the City
24 and the plaintiffs' counsel shall submit to the Court the resumes, cost proposals, and other relevant
25 information for such persons demonstrating the above qualifications, and the Court shall appoint the
26 Monitor from among the names of qualified persons so submitted.

1 **B. Period and Appointment**

2 The Monitor shall be appointed for a period of five (5) years, but in no circumstances to
3 exceed seven (7) years past the date on which this Agreement was entered by the Court by the
4 agents of the plaintiffs and the agents of the City. The extension of the Monitor beyond five years
5 shall be allowed only if the Court determines that it is reasonably necessary in order for the Monitor
6 to fulfill his/her duties pursuant to this Agreement.

7 **C. Staffing**

8 1. The Monitor may associate such additional persons or entities as are reasonably
9 necessary to perform the monitoring tasks specified in this Agreement. Any additional persons or
10 entities associated by the Monitor shall possess the following attributes: a reputation for integrity,
11 even-handedness and independence; an absence of bias, including any appearance of bias, for or
12 against the plaintiffs, the City, the Department, or their members or employees; and no personal
13 involvement in the last five (5) years, whether paid or unpaid, with a claim or lawsuit against the
14 City or the Department or any of their officers, agents or employees unless waived by the parties,
15 which waiver shall not be unreasonably withheld.

16 2. The Monitor shall notify the City and the Court if and when such additional persons
17 or entities are selected for association by the Monitor. The notice shall identify the person or entity
18 to be associated and the monitoring task to be performed, and, if a waiver is being requested, the
19 notice shall indicate if the person had any such involvement in the last five (5) years, whether paid
20 or unpaid, with a claim or lawsuit against the City or the Department, or any of their members,
21 agents, or employees. Either the plaintiffs' counsel or the City may notify the Monitor, in writing,
22 within 10 days (excluding weekends, and federal or state holidays) of any objection either may have
23 to the selection. If the parties and the Monitor are unable to resolve any such objection, and the
24 Monitor believes that the specific person or entity in question is needed to assist the Monitor, and
25 such person or entity satisfies the qualifications and requirements in this paragraph, the Monitor
26 may seek Court authorization to hire such person. For purposes of all paragraphs of this

1 Agreement, other than the preceding paragraph, the term Monitor shall include any and all persons
2 or entities that the Monitor associates to perform monitoring tasks, and such persons shall be
3 subject to the same provisions applicable to the Monitor under this Agreement.

4 **D. Replacement of Monitor**

5 Should any of the parties to this Agreement determine that the Monitor, and/or his/her
6 agents, employees, independent contractors, has exceeded his/her authority or failed to satisfactorily
7 perform or fulfill his/her duties under this Agreement, the party may petition the Court for such
8 relief as the Court deems appropriate, including replacement of the Monitor and/or his/her agents,
9 employees and/or independent contractors.

10 **E. City-Provided Office Space, Services and Equipment**

11 The City shall provide the Monitor and any staff of the Monitor with office space, which
12 may be in the Police Department or within other City offices, and with reasonable office support
13 such as telephones, access to fax and photocopying, etc. The City and OPD shall bear all
14 reasonable fees and costs for the Monitor. The Court retains the authority to resolve any dispute
15 that may arise regarding the reasonableness of fees and costs charged by the Monitor.

16 **F. Resolving Monitor Fee Disputes**

17 In the event that any dispute arises regarding the payment of the Monitor's fees and costs,
18 the City, plaintiffs' counsel and the Monitor shall attempt to resolve such dispute cooperatively,
19 prior to seeking the Court's assistance.

20 **G. Responsibilities and Authority**

21 The Monitor shall be the agent of the Court and shall be subject to the supervision and
22 orders of the Court, consistent with this Agreement. The Monitor shall have only the duties,
23 responsibilities and authority conferred by this Agreement. The role of the Monitor shall be to
24 assess and evaluate compliance with the provisions of the Agreement. The Monitor shall not, and is
25 not intended to, replace or take over the role or duties of the Chief of Police or other police or City
26 officials. The Monitor shall offer the City and OPD technical assistance regarding compliance with

1 and implementing the Agreement.

2 **H. Required Audits, Reviews and Evaluations**

3 In order to report on OPD's implementation and compliance with the provisions of this
4 Agreement, the Monitor shall conduct audits, reviews and evaluations, in addition to any others
5 deemed relevant by the Monitor, of the following:

- 6 1. OPD policies and procedures established to implement the Agreement, to ensure that
7 these policies and procedures are consistent with both the purposes of this
8 Agreement and, as reasonably practicable, the best practices in law enforcement.
- 9 2. All completed and pending internal affairs proceedings and files except
10 investigator[s] notes while the investigation is open.
- 11 3. Policy and procedures used by OPD for Internal Affairs misconduct investigations,
12 including a review of an appropriate sample of closed IA cases; assess and evaluate
13 the quality and timeliness of the investigations; recommend reopening of
14 investigations that the Monitor determines to be incomplete; recommend additional
15 measures that should be taken with respect to future investigations in order to satisfy
16 this Agreement; and review and evaluate disciplinary actions or other interventions
17 taken as a result of misconduct investigations.
- 18 4. Quality and timeliness, from appropriate samples, of OPD use of force incident
19 reports and use of force (K-4) investigations; review and evaluation of actions of
20 OPD's Use of Force (K-4) Board and Firearms-Discharge Board of Review (K-3);
21 and review and evaluation of disciplinary actions or other interventions taken as a
22 result of use of force investigations or K-3 and K-4 Board reviews.
- 23 5. If the Monitor determines that any use of force investigation or internal (IAD or
24 Division-level) investigation/report which has been adjudicated or otherwise
25 disposed or completed, is inadequate under this Agreement, the Monitor shall confer
26 with the Chief of Police, IAD Commander and the Inspector General, and provide a

1 confidential written evaluation to the Department and the Court. Such evaluation
2 shall be for the purpose of assisting the Chief of Police in conducting future
3 investigations, and shall not obligate the Department to reopen or re-adjudicate any
4 investigation.

5 6. Implementation of provisions of this Agreement related to OPD training, including
6 changes to the FTO program.

7 7. OPD's development and implementation of PIMS as required by this Agreement,
8 including any supervisory action taken in response to analyses from such a system.

9 8. City/OPD's Performance Appraisal System.

10 9. Compliance with provisions in this Agreement relating to command, management
11 and supervisory duties.

12 10. The Monitor may request information about "court related" problem officers from
13 OPD's MLL, the Office of the District Attorney (DA), or the Office of the Public
14 Defender (PD). All information provided to the Monitor by the DA and/or PD shall
15 be confidential and serve as a "check and balance" of the PIMS.

16 11. Other reviews as deemed relevant, such as sampling cases developed from the
17 directives targeting specific geographic areas, to ensure that OPD enforcement
18 activities fully comply with all applicable Department procedures and federal and
19 state law.

20 When appropriate, the reviews and evaluations shall include, at a minimum, annual
21 audits of stratified random samples.

22 **I. Reports**

23 During the first two (2) years of this Agreement, the Monitor shall issue quarterly reports to
24 the parties and to the Court. Thereafter, the Monitor shall issue semi-annual reports to the parties
25 and the Court. At any time during the pendency of this Agreement, however, the Monitor may issue
26 reports more frequently if the Monitor determines it appropriate to do so. These reports shall not

1 include information specifically identifying any individual member/employee. Before issuing a
2 report, the Monitor shall provide to the parties a draft for review to determine if any factual errors
3 have been made, and shall consider the parties' responses; the Monitor shall then promptly issue the
4 report. All efforts to make these reports available to the general public shall be made, including
5 posting on the Department's web site, unless the Court orders that the reports or any portions of the
6 reports should remain confidential. In addition, public disclosure of the reports and any information
7 contained therein shall comply with the Public Safety Officers' Procedural Bill of Rights.

8 **J. Meetings**

9 1. During the first year of this Agreement, the Monitor shall conduct monthly meetings
10 that shall include representatives of OPD, the City Attorney's Office, the City Manager's Office, the
11 Oakland Police Officers' Association, and plaintiffs' counsel. These meetings may be continued
12 beyond the first year at the request of the parties to this Agreement. The purpose of these meetings
13 is to ensure effective and timely communication between the Monitor, OPD, the City Attorney's
14 Office, the City Manager's Office, the Oakland Police Officers' Association and plaintiffs' counsel
15 regarding the development of procedures and policies under the Agreement, implementation,
16 compliance and information-access issues. Throughout the duration of this Agreement, directives,
17 policies and procedures developed by OPD pursuant to this Agreement shall be provided to
18 plaintiffs' counsel for review and comment as a part of the Department's existing staffing process.
19 Written comments may be returned to the Department by the specified deadline, or verbal
20 comments may be given at the monthly meetings.

21 2. The Monitor shall also convene meetings with representatives of OPD, City
22 Attorney's Office, City Manager's Office, the Oakland Police Officers' Association and plaintiffs'
23 counsel to provide a forum for the discussion and comment of the Monitor's reports before the
24 reports are issued to the Court. The plaintiffs' counsel and their retained experts and/or consultants
25 shall be compensated by the City up to but not to exceed Fifty Thousand Dollars (\$50,000); this
26 amount includes all fees and costs over the duration of this Agreement for their participation in the

1 review of policies called for in this Agreement. The plaintiffs' counsel shall submit to the City, on
2 an annual basis during the duration of the Agreement, a statement of such fees and costs.

3 **K. Access and Limitations to OPD Documentation and Staff**

4 1. By policy, OPD personnel shall be required to cooperate fully with the Monitor and
5 to provide access to information and personnel in a timely fashion. The Monitor shall have the right
6 to interview any member/employee of OPD pursuant to the provisions of this Agreement.

7 2. Except as restricted below, the City and OPD shall provide the Monitor with full and
8 unrestricted access to all OPD staff, facilities and non-privileged documents (including databases)
9 necessary to carry out the duties assigned to the Monitor in a timely fashion. The Monitor shall
10 have the right to interview any member/employee of OPD pursuant to the provisions of this
11 Agreement. The Monitor shall cooperate with the City and the Department to access personnel and
12 facilities in a reasonable manner that, consistent with the Monitor's responsibilities, minimizes
13 interference with daily operations. This right of access shall include all documents regarding use of
14 force data, policies and analyses. The Monitor shall provide the City or Department with
15 reasonable notice of a request for copies of documents. Upon such request, the City and the
16 Department shall provide the Monitor with copies (electronic, where readily available, or hardcopy)
17 of any documents to which the Monitor is entitled access under this Agreement. The Monitor shall
18 maintain all documents obtained from the City, OPD or the plaintiffs' counsel in a confidential
19 manner and shall not disclose non-public information to any person or entity other than the Court or
20 the parties, absent written notice to the City and either consent by the City or a Court order
21 authorizing disclosure.

22 3. The Monitor shall have access to OPD personnel medical records, generally, if
23 permission for such access is granted by the applicable member/employee, or the information from
24 such records is otherwise contained in investigative files.

25 4. For any other OPD personnel medical records reasonably necessary to carry out the
26 duties assigned to the Monitor by this Agreement, the Monitor shall notify the Court and the City in

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

11 **L. Limitations to Personal and Confidential Information**

12 Nothing in this Agreement shall be construed to require disclosure of strictly personal
13 information not material to implementation of this Agreement. Personal information includes, but
14 is not limited to, background investigations, personal financial information other than compensation
15 paid by the City, personal medical (including psychological) information, and residential or marital
16 information. The Monitor shall not access attorney-client privileged information or work-product
17 information. If the City or OPD objects to the access to any material, the City shall state why the
18 material is not relevant, or that the information is privileged or otherwise confidential, and shall
19 provide a privilege log. The City and OPD acknowledge that in order to evaluate the performance
20 appraisal system, the disciplinary system for staff, the PIMS system, IAD investigations and other
21 aspects of OPD, the Monitor will need substantial access to information about individual members,
22 information about situations which may be currently in litigation or which may be the subject of
23 future litigation, and information related to ongoing criminal investigations and prosecutions to the
24 extent that disclosures of such information to the Monitor may not compromise or may not
25 reasonably tend to compromise the integrity of the pending criminal investigation. If, after efforts
26 among the parties to resolve the disagreement, the objection remains, the Court shall make the final

1 determination.

2 **M. Access to Criminal Investigation Files**

3 1. The Monitor shall have direct access to all documents in criminal investigation files
4 that have been closed by OPD. The Monitor shall also have direct access to all arrest reports,
5 warrants and warrant applications, whether or not contained in open criminal investigation files;
6 where practicable, arrest reports, warrants and warrant applications shall be obtained from sources
7 other than open criminal investigation files.

8 2. The Monitor shall have access to documents containing confidential information
9 prepared for and contained solely in open criminal investigations of OPD personnel reasonably
10 necessary to monitor compliance with this Agreement (other than arrest reports, warrants and
11 warrant applications which shall be subject to the general access provisions).

12 3. If the Monitor reasonably deems that access to documents contained solely in either:

13 a. Open criminal investigation files, which investigations have been open for
14 more than ten months; or

15 b. Open criminal investigation files of OPD personnel, which
16 investigations have been open for less than ten months, is necessary to carry
17 out the duties assigned to the Monitor by this Agreement, the Monitor shall
18 notify the Court and the City, in writing, of the need for such documents.
19 After notification by the Monitor, either the Court or the City may respond in
20 writing to the Monitor within ten days (excluding weekends, and federal or
21 state holidays), should either have any objection to such access. If the parties
22 and the Monitor are unable to resolve any such objection, and the Monitor
23 continues to believe that the documents in question are reasonably necessary
24 to assist the Monitor, the Monitor may seek Court authorization for access to
25 such documents, subject to any appropriate protective orders. Any
26 documents obtained by this procedure shall be treated as confidential.

1 **N. Access to Intelligence Files**

2 The access provisions of the previous paragraphs do not apply to documents contained
3 solely in Anti-Terrorist files, or solely in Intelligence files, or Investigative Notes files or similar
4 files in joint task forces with other law enforcement agencies.

5 **O. Access to "Whistle Blowers"**

6 The Monitor shall have full access to any "whistle blower" who wishes to communicate
7 with the Monitor. The Monitor shall be informed of any and all "whistle blower" reports made by
8 such OPD personnel. The Monitor shall not be given the name of any OPD member/employee who
9 uses the confidential reporting process described above and who indicates that he or she does not
10 want their names given to the Monitor.

11 **P. Testimony**

12 The Monitor shall be an agent of the Court and may testify in this case regarding any matter
13 relating to the implementation, enforcement or dissolution of the Agreement. The Monitor shall not
14 testify and/or respond to subpoenas or documents in other matters relating to the City and OPD,
15 except as required or authorized by the Court. The Monitor shall not be retained by any current or
16 future litigant or claimant in a claim or suit against the City and its employees.

17 **Q. Confidential Records Maintenance**

18 The records maintained by the Monitor shall not be deemed public records. All documents,
19 records, computerized data, and copies of any reports or other information provided to the monitor,
20 as well as any reports, memoranda or other information produced by the monitor, shall be
21 maintained for a period of 12 years following the entry of this Agreement.

22 **R. Court Resolution of Disputes**

23 In the event the Monitor reports that the duties and the responsibilities of the
24 Monitor, as specified in this Agreement, cannot be carried out because of lack of cooperation,
25 failure to provide appropriate data and documents otherwise called for in this Agreement, lack of
26 timely response or other forms of unwarranted delays from OPD or the City, the Court may impose

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1 such remedies as it deems just and necessary. Plaintiffs' counsel may bring motions based on their
2 belief that the City or OPD is failing to comply with the provisions of this Agreement. The City
3 may also bring motions to amend the Agreement, should it determine such changes are necessary to
4 achieve the overall purposes of the Agreement. Before any such motions are brought, the parties
5 shall meet and confer following the exchange of a letter brief. Should it be necessary to continue
6 the meet and confer process, the parties may request mediation before Magistrate Judge Larson,
7 another Magistrate Judge mutually requested, or another Magistrate Judge as designated by the
8 Court. The Court shall hold hearings on such matters and, if plaintiffs prevail, plaintiffs' counsel
9 shall be entitled to their costs and legal fees. Should the plaintiffs not prevail, the standards set
10 forth in FRCP Rule 11 and 42 USC Section 1988 shall apply so as to determine if the City shall be
11 entitled to an award of fees and costs. Additionally, in the event of substantial and/or chronic non-
12 compliance with provisions of this Agreement, the Court may impose such sanctions and/or
13 remedies as it deems just and necessary, including, but not limited to, attorneys' fees.

14 **S. Petitions for Relief**

15 At any time during the pendency of this Agreement, the City may petition the Court for
16 relief from any provisions of this Agreement. However, such relief shall not be granted unless the
17 City demonstrates that all good faith efforts have been undertaken to comply with the subject
18 provision, that the provision is inconsistent with the overall purposes of the Agreement, and that
19 implementation of the provision is operationally and/or fiscally onerous or impracticable.

20 **XIV. COMPLIANCE UNIT**

21 **A. Compliance Unit Liaison Policy**

22 Within 30 days from the effective date of this Agreement, OPD shall hire and retain, or
23 reassign current OPD members/employees, to serve as an OPD Compliance Unit for the duration of
24 this Agreement. The Compliance Unit shall serve as the liaison between OPD, the Monitor and the
25 plaintiffs' counsel, and shall assist with OPD's compliance with the Agreement. Among other
26 things, the Compliance Unit shall:

1. Facilitate the provision of data and documents;
2. Provide to the Monitor access to OPD personnel, as needed;
3. Ensure that documents and records are maintained as required by the Agreement;
4. Prepare a semi-annual report describing the steps taken, during that reporting period, to comply with the provisions of the Agreement.

B. Compliance Audits and Integrity Tests

Upon implementation of policies and procedures pursuant to this Agreement, OPD shall conduct annual audits of stratified, random samples of:

1. Arrest and offense reports, and follow-up investigation reports, including, but not limited to, arrests for narcotics-related possessory offenses not discovered in the course of a search pursuant to arrest for other crimes;
2. Use of force incident reports and use of force investigations;
3. Complaint processing and investigation, to include but not limited to timeliness and quality;
4. Mobile Data Terminal traffic;
5. Personnel evaluations;
6. Citizen accessibility to the complaint process and the availability of complaint forms.

The review of documents shall entail, at a minimum, a review for completeness of the information contained, and an examination for inappropriate “boilerplate” language, inconsistent information, or lack of articulation of the legal basis for the applicable action. The results of audits conducted pursuant to this paragraph shall be included in OPD’s semi-annual compliance reports.

XV. HOUSEKEEPING PROVISIONS

A. Reports and Records to be Maintained by the OPD

1. The City and OPD shall file regular status reports with the Court delineating the steps taken by OPD to comply with the provisions of this Agreement. Commencing within 120 days

1 from the effective date of this Agreement, these reports shall be filed twice annually, at six (6)
2 month intervals, until this Agreement is terminated.

3 2. During the term of this Agreement, the City and OPD shall maintain all records
4 necessary to document compliance with the Agreement.

5 **B. Implementation and Jurisdiction**

6 1. This Agreement shall become effective on the date of entry by the Court. The
7 implementation of the provisions of this Agreement is as specified in each provision.

8 2. All deadlines stated in this document are to be calculated as business days, not calendar
9 days, unless otherwise specified. The deadlines, specified in Section XV, paragraph C (Meet and
10 Confer), are to be calculated as calendar days. The calculation of days in the Settlement Agreement
11 will be based on the Federal Court calendar referencing holidays. The deadlines provided for
12 implementation specified in the Settlement Agreement are mandatory deadlines and failure to meet
13 these deadlines will result in the City being deemed out of compliance unless the Monitor and or the
14 Court deems otherwise. Appended to this Agreement is the Department's Business Implementation
15 Plan. The interim dates specified in this Plan are recommended dates to assist the Department's
16 critical path planning of the overall implementation of the reforms. These interim dates may be
17 adjusted based on operational efficiencies and budgetary restraints.

18 3. The Court shall retain jurisdiction over this action, for all purposes, during the term
19 of this Agreement. This Agreement shall remain in effect for five (5) years following the entry by
20 the Court, but shall, under no circumstances, exceed seven (7) years. Without further action, the
21 Agreement shall terminate five (5) years from the effective date, unless the Monitor reports to the
22 Court that an extension of time, not to exceed two (2) years, is reasonably necessary to serve the
23 purposes of the Agreement. The City may contest the extension, by motion to be heard by the
24 Court, no later than 60 days prior to the expiration of the Agreement. The City may present
25 evidence to the Court in support of the motion. At such hearing, the City has the burden to establish
26 substantial compliance with the Agreement during the five-year period. "Substantial compliance" is

1 defined, for the purposes of this Agreement, as meaning that OPD has complied with the material
2 provisions of the Agreement. Materiality is determined by reference to the overall objectives of the
3 Agreement. Non-compliance with technicalities or, otherwise, minor failures to comply while
4 generally complying with the Agreement, shall not be deemed failure to substantially comply with
5 the Agreement.

6 4. The City and the plaintiffs may jointly stipulate, by and through their counsel of
7 record, to make changes, modifications and amendments to this Agreement. Such stipulations shall
8 be reported to the Monitor and are subject to the approval of the Court.

9 5. If any term or provision of this Settlement Agreement shall be found to be void,
10 invalid, illegal or unenforceable by the Court, notwithstanding such determination, such term or
11 provision shall remain in force and effect to the extent allowed by such ruling. In addition,
12 notwithstanding such determination, all other terms and provisions of this Settlement Agreement shall
13 remain in full force and effect.

14 6. The City shall not be deemed to be in violation of any provision of this Agreement
15 by reason of the failure to perform any of its obligations hereunder to the extent that such failure is
16 due to unforeseen circumstances. "Unforeseen circumstances" include conditions not reasonably
17 foreseeable by the City at the time the Agreement was executed: acts of God, catastrophic weather
18 conditions, riots, insurrection, war, acts of a court of competent jurisdiction or any similar
19 circumstance for which the City is not responsible and which is not within the City's control.
20 Delays caused by unforeseen circumstances shall reasonably extend the time of compliance. The
21 City may seek from the Court a reasonable extension of time to comply with the provision of the
22 Agreement, or other relief, as soon as practicable, but no later than 45 days of the time the City
23 becomes aware of the unforeseen circumstances. The City shall issue a notice to the Court, Monitor
24 and plaintiffs' counsel. The notice shall include a description of the unforeseen circumstances and
25 the steps taken to minimize the risk of non-compliance.

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

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

8. If plaintiffs' counsel and the City agree or the Court determines that delay in meeting any schedule or obligation in this Agreement has been caused by unforeseen circumstances then, subject to the provisions of Section XV, paragraph B (4), the time for performance shall be extended for a period up to that equal to such delay.

C. Meet-and-Confer Process

1. As part of any meet-and-confer or consulting process demanded by OPD member/employee bargaining units, as described in Section I, paragraph G, the City shall discuss and seek to resolve with those OPD member/employee bargaining units any disputes or uncertainties regarding which provisions are subject to such process. The City shall identify and provide to the OPD member/employee bargaining units the provisions of this Agreement such as it believes are subject to the process being demanded. Within 30 days of the date of the completion of the meet-and-confer process, the City shall report to the Court the results of any such discussion on this question. In the event that the City and the OPD member/employee bargaining units are unable to resolve the list of the provisions of the Agreement which are subject to the meet-and-confer process, the City shall seek declaratory relief from this Court to resolve such issue, provided that the OPD member/employee bargaining units shall receive notice and an opportunity to be heard by the Court on this issue.

2. Following the resolution of any dispute or uncertainty regarding the issues subject to a demanded process, the City shall continue with that process. The City shall report to the Court on the progress of such process. The reports shall include:

a. Proposed agreements with the OPD member/employee bargaining units

1 relating to provisions of this Agreement as they are resolved by the City
2 arising from the meet-and-confer process as they are determined, and
3 b. A list of provisions identified, pursuant to paragraph (1) of this Section, such
4 as are scheduled for implementation within 45 days.

5 3. With regard to a matter that is not a mandatory subject of collective bargaining, the
6 City shall not propose or enter into any such agreement with OPD member/employee bargaining
7 units that will adversely affect the City's timely implementation of this Agreement. With regard to
8 all such agreements with the OPD member/employee bargaining units, the City shall not make them
9 effective before the expiration of 45 days after such proposed agreement is reported to the Court.
10 The time for implementation of any provisions of this Agreement affected by such agreement with
11 the OPD member/employee bargaining units, concerning a mandatory subject of bargaining, shall
12 be extended for such 45-day period. If the Court determines that implementation of such proposed
13 agreement would not significantly impact the City's ability to implement the affected provision(s)
14 of this Agreement, the Court shall waive some or all of such 45-day period, and the City shall
15 initiate such implementation. If such determination is not made, the parties shall discuss
16 appropriate clarifications or modifications to this Agreement. Where the parties believe that a
17 modification of this Agreement is appropriate, they shall present such modification to the Court for
18 its consideration. The implementation date for the affected provision(s) of this Agreement shall be
19 extended while the matter is before the Court, unless the Court orders earlier implementation. Any
20 motion concerning a proposed bargaining agreement with the OPD member/employee bargaining
21 units, pertaining to the provisions of this Agreement, shall be brought during the 45-day period.

22 4. In the event that the City believes the meet-and-confer process, consultation, or any
23 such proposed agreement or resolution of a dispute with OPD member/employee bargaining units
24 resulting from the meet-and-confer process, will impair the City's ability to timely implement one
25 or more provisions of this Agreement, and the OPD member/employee bargaining units and the
26 City are unable to agree upon or reach an appropriate resolution, then the City shall so report to the

1 Court and shall seek appropriate declaratory or injunctive relief (including specific performance) on
2 such provision(s). The plaintiffs' counsel also may seek relief from the Court in the event that the
3 plaintiffs' counsel believe the meet-and-confer process, consultation, or any such proposed
4 agreements or resolution of disputes with OPD member/employee bargaining units will impair the
5 City's ability timely to implement one or more provisions of this Agreement, and the plaintiffs'
6 counsel and the City are unable to agree on an appropriate resolution. Any such motion shall
7 demonstrate the ways in which the City would be so impaired.

8 5. In ruling on a motion under Section I, paragraph G, or in regard to any meet and
9 confer issue identified pursuant to Section XV, paragraphs C (1), (2) and (3), the Court shall
10 consider, *inter alia*, whether the City's proposed agreements, or the resolution of disputes with OPD
11 member/employee bargaining units which address provision(s) of this Agreement, are consistent
12 with the objectives underlying such provision(s), and whether the City has satisfied its labor
13 relations obligations under state and local law. On any such motion, if the City has engaged in good
14 faith efforts (including consideration of the manner in which the City carried out any applicable
15 meet-and-confer or consulting obligations) to be able to implement this Agreement in a timely
16 manner, the City:

- 17 a. Shall not be in contempt or liable for any other penalties, and
- 18 b. May be potentially held in breach for such provision(s) only for the limited
19 purpose of the issuance of declaratory or injunctive remedies (including
20 specific performance), but may not be regarded as in breach for any other
21 purpose.

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

26 7. The parties agree to defend this Agreement. The parties shall notify each other of

1 any Court or administrative challenge to this Agreement. In the event any provision of this
2 Agreement is challenged in any local or state court, the parties may seek removal of the action to a
3 federal court.

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1 Dated: 21 January 2003

JOHN A. RUSSO, City Attorney

2 By: 

3 Attorneys for Defendant, CITY OF OAKLAND

4 Dated: January 21, 2003

RANDOLPH W. HALL, Chief Assistant City Attorney

6 By: 

Attorneys for Defendant, CITY OF OAKLAND

8 Dated: January 21, 2003

CLAUDIA LEED, Senior Deputy City Attorney

10 By: 

Attorneys for Defendant, CITY OF OAKLAND

12 Dated: January 22, 2003

BERTRAND, FOX & ELLIOT

14 By: 

Attorneys for Defendant, CITY OF OAKLAND

16 Dated: January 22, 2003

SIMONCINI & ASSOCIATES


18 By: 

Attorneys for Defendant, CITY OF OAKLAND

20 Dated: Jan. 21, 2003

21 
ROBERT C. BOBB, CITY MANAGER
CITY OF OAKLAND

23 Dated: 21 JAN 03

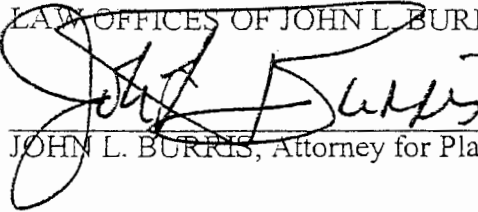
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RICHARD L. WORD, CHIEF OF POLICE
OAKLAND POLICE DEPARTMENT

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Dated:

1/22/03

LAW OFFICES OF JOHN L. BURRIS



JOHN L. BURRIS, Attorney for Plaintiffs

Dated:

1/22/03

LAW OFFICES OF JAMES B. CHANIN



JAMES B. CHANIN, Attorney for Plaintiffs

Dated:

1/18/03

LAW OFFICE OF JOHN HOUSTON SCOTT



JOHN HOUSTON SCOTT, Attorney for Plaintiffs

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ORDER

Pursuant to the agreement of the parties,

IT IS SO ORDERED.

Dated: 1/22/03



THELTON E. HENDERSON
United States District Judge

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APPENDIX

RIDERS' PATTERN AND PRACTICE SETTLEMENT AGREEMENT APPENDIX
C00-4599 TEH (JL) Delphine Allen, et. al., v. City of Oakland, et. al.

ID	Paragrap	Reform Measures	Duration	Start	Finish
1		Settlement Agreement Signed	0 days	Wed 1/22/03	Wed 1/22/03
2	XIII A	Monitor Selection and Compensation	<u>60 days</u>	Wed 1/22/03	Tue 4/15/03
4		INTERNAL AFFAIRS DIVISION TASKS	<u>616 days</u>	Tue 4/15/03	Wed 8/24/05
5	III	IAD Staffing and Resources	390 days	Tue 4/15/03	Tue 10/12/04
22	III B 1	Timeliness Standards and Compliance with IAD Investigations	<u>60 days</u>	Wed 4/16/03	Tue 7/8/03
24	III C	IAD Integrity Tests	0 days	Tue 10/12/04	Tue 10/12/04
26	III D	Complaint Control System for IAD	<u>90 days</u>	Wed 4/16/03	Tue 8/19/03
28	III E 2 a	Complaint Procedures for IAD	<u>150 days</u>	Wed 4/16/03	Tue 11/11/03
38	III F	Refusal to Accept or Refer Citizen Complaint	390 days	Wed 4/16/03	Tue 10/12/04
53	III G	Methods for Receiving Citizen Complaints	180 days	Tue 4/15/03	Tue 12/23/03
54	III G 5	Move IAD to off-site facility	135 days	Tue 4/15/03	Tue 10/21/03
60	III G 2	Post complaint guidelines in prominent City locations	30 days	Wed 4/16/03	Tue 5/27/03
61	III G 1	Establish toll-free telephone number	30 days	Wed 10/22/03	Tue 12/2/03
62	III G 6	Translating and distributing complaint forms and brochures	180 days	Wed 4/16/03	Tue 12/23/03
70	III H	Classifications of Citizen Complaints	0 days	Tue 10/12/04	Tue 10/12/04
72	III I	Contact of Citizen Complainant	0 days	Tue 10/12/04	Tue 10/12/04
74	III	Procedure Manual for Investigation of Citizen Complaints	<u>616 days</u>	Wed 4/16/03	Wed 8/24/05
89	III K	Summary of Citizen Complaint Provided to OPD Personnel	0 days	Tue 10/12/04	Tue 10/12/04
91	III L	Disclosure of Possible Investigator Bias	0 days	Tue 10/12/04	Tue 10/12/04
93	III M	Documentation of Pitchess Responses	180 days	Wed 4/16/03	Tue 12/23/03
95	III N	Investigation of Allegations of MOR Violations Resulting from Lawsuits and Legal Claim	0 days	Tue 10/12/04	Tue 10/12/04
97	III O	Reviewing Findings and Disciplinary Recommendations	0 days	Tue 10/12/04	Tue 10/12/04
99	III P	Supporting IAD Process – Supervisor/Managerial Accountability	0 days	Tue 10/12/04	Tue 10/12/04
101	X B	Consistency of Discipline Policy (Formerly Task 15)	290 days	Wed 4/16/03	Tue 5/25/04
104		BUREAU OF SERVICES TASKS	<u>635 days</u>	Wed 1/22/03	Tue 6/28/05
105	V A	Policy And Procedures for Use of Force Notification and Reporting	<u>390 days</u>	Wed 1/22/03	Tue 7/20/04
115	V B	Use of Force Investigation and Report Responsibility	96 days	Tue 7/20/04	Wed 12/1/04
121	V C	Use of Force Review Board (UFRB)	30 days	Wed 1/22/03	Tue 3/4/03
125	V G	Discharge of Firearms Board of Review	30 days	Wed 1/22/03	Tue 3/4/03
128	VI	Reporting Procedures	<u>154 days</u>	Wed 1/22/03	Mon 8/25/03
150	VII A	Personnel Information Management System (PIMS)	<u>635 days</u>	Wed 1/22/03	Tue 6/28/05
151	VII B 1	Designate PIMS Administrative Unit	<u>90 days</u>	Wed 1/22/03	Tue 5/27/03
152	VII B 17	Semi-annual PIMS Review meetings start	<u>90 days</u>	Wed 1/22/03	Tue 5/27/03
153	VII B	Policy Development Phase	<u>375 days</u>	Wed 1/22/03	Tue 6/29/04
160		PIMS System Development Phase	405 days	Wed 1/22/03	Tue 8/10/04
173		PIMS Integration Phase	230 days	Wed 8/11/04	Tue 6/28/05
181	VII B	Use of PIMS	0 days	Tue 6/29/04	Tue 6/29/04
183	VIII A	Field Training Program Coordinator	<u>323 days</u>	Wed 1/22/03	Fri 4/16/04
191	IX A	Academy Training Plan	<u>540 days</u>	Wed 1/22/03	Tue 2/15/05
198	X	Personnel Practices	<u>120 days</u>	Wed 1/22/03	Tue 7/8/03
206	XII	Department Management and Annual Management Report	<u>116 days</u>	Wed 1/22/03	Wed 7/2/03
209		BUREAU OF FIELD OPERATIONS TASKS	260 days	Wed 1/22/03	Tue 1/20/04
210	IV	Supervisory Span of Control and Unity of Command	<u>260 days</u>	Wed 1/22/03	Tue 1/20/04
211	IV B	Unity of Command	180 days	Wed 1/22/03	Tue 9/30/03
212	IV A	Approval of Field-Arrest by Supervisor	49 days	Wed 1/22/03	Mon 3/31/03
221	IV C	Span of Control for Supervisors	<u>90 days</u>	Wed 1/22/03	Tue 5/27/03
233	IV D	Members, Employee, and Supervisors Performance Review	56 days	Wed 1/22/03	Wed 4/9/03

Note: Duration, Start, and Finish are expressed in work days (5 days per week), not calendar days.
Compliance timelines from Settlement Agreement are shown in UNDERLINED text.

RIDERS' PATTERN AND PRACTICE SETTLEMENT AGREEMENT APPENDIX
C00-4599 TEH (JL) Delphine Allen, et. al., v. City of Oakland, et. al.

ID	Paragrap	Reform Measures	Duration	Start	Finish
242	V I	Use of Camcorders	260 days	Wed 1/22/03	Tue 1/20/04
243	VI B	Vehicle Stops, Field Investigation, and Detentions	59 days	Wed 1/22/03	Mon 4/14/03
252	XI	Community Policing Plan	<u>138 days</u>	Wed 1/22/03	Fri 8/1/03
261		OFFICE OF INSPECTOR GENERAL TASKS	682 days	Wed 1/22/03	Thu 9/1/05
262	XIV A	Compliance Unit Liaison Policy	<u>30 days</u>	Wed 1/22/03	Tue 3/4/03
263	XIV B	Compliance Audits and Integrity Tests	682 days	Wed 1/22/03	Thu 9/1/05
264	III C	Integrity Tests	112 days	Wed 10/13/04	Thu 3/17/05
288	XIV B	Compliance Audits	682 days	Wed 1/22/03	Thu 9/1/05
467	XIV A	Semiannual Reporting	<u>120 days</u>	Wed 1/22/03	Tue 7/8/03
479		BUREAU OF INVESTIGATION TASKS	174 days	Wed 1/22/03	Mon 9/22/03
480	IV E	OPD/DA Liaison Commander	<u>60 days</u>	Wed 1/22/03	Tue 4/15/03
483	IV F	Command Staff Rotation	30 days	Wed 1/22/03	Tue 3/4/03
485	V D	Oleoresin Capsicum Log & Checkout Procedures	87 days	Wed 1/22/03	Thu 5/22/03
518	V E	Use of Force - Investigation of Criminal Misconduct	174 days	Wed 1/22/03	Mon 9/22/03
535	V F	IAD Investigation Priority	56 days	Wed 1/22/03	Wed 4/9/03
548	V H	Officer Involved Shooting Investigation	174 days	Wed 1/22/03	Mon 9/22/03

Note: Duration, Start, and Finish are expressed in work days (5 days per week), not calendar days.
Compliance timelines from Settlement Agreement are shown in UNDERLINED text.